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

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7  
**BEFORE THE STATE OF NEVADA**

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**GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

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10 RENO POLICE SUPERVISORY AND  
11 ADMINISTRATIVE EMPLOYEES  
ASSOCIATION,

Case No.: 2025-020

12 Petitioner, Panel:

13 vs.

14 CITY OF RENO,

16 Respondent.

17 /

**PETITION FOR DECLARATORY ORDER**

18  
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  
**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 The Board is authorized to provide the requested declaratory order pursuant to NRS  
7 233B.120 and NAC 288.380. Specifically, NAC 288.380 defines that “Any recognized  
8 employee organization . . . may petition the Board for a declaratory order regarding the  
9 applicability or interpretation of any statutory provision or of any regulation or decision of the  
10 Board.”

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

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

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

#### 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.

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

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

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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  
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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       In a further attempt to justify its mandate that Sgt. Robles undergo the fitness-for-duty  
11       evaluation, the City claims it has the unilateral right to do so under NRS 288.150(3)(c)(1) as it  
12       concerns work performance standards. **Exhibit 1.** This statute provides that the employer has  
13       the right to determine “Appropriate staffing levels and work performance standards, except  
14       for safety considerations.” (Emphasis added). There is no question that while the City may  
15       establish work performance standards, it cannot unilaterally do so for any standard that relates  
16       to the safety of the employee. This is solidified in NRS 288.150(2)(r) which requires that  
17       issues related to the safety of the employee are a mandatory topic of bargaining. In fact, Mr.  
18       Dunagan clarified in his letter that requiring a mental health assessment is “no different than  
19       requiring an employee in a non-duty status due to physical injury to obtain clearance from a  
20       physician in order to return.” **Exhibit 1.** Yet, the City has never negotiated such a requirement  
21       for an RPSAE covered member to be permitted to return to work following administrative  
22       leave based solely on an internal investigation and/or any reason not impacted by the express  
23       topic of Article 11. Therefore, the City’s unilaterally requirement set forth in Mr. Dunagan’s  
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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  
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### 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.  
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24           **Wherefore**, the RPSAE seeks a declaratory order from this Board to find that the  
25 actions taken by the City against Sergeant Robles and the RPSAE constitute prohibited  
26 practices under NRS Chapter 288 and prays for relief as follows:  
27  
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- 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.

15 DATED this 7<sup>th</sup> day of October, 2025.

16 /s/ Ronald J. Dreher  
17 Ronald J. Dreher  
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24 *Attorney for Petitioner*

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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](mailto: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.<sup>1</sup> 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. Robles 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 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

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<sup>1</sup> See <https://www.cna.org/our-media/index/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**

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

**ARTICLE 1. PREAMBLE:**

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

**ARTICLE 2. RECOGNITION:**

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

Sergeant

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

**ARTICLE 3. STRIKES AND LOCKOUTS:**

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

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

**ARTICLE 4. RIGHTS OF MANAGEMENT:**

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

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

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

(3) The right to determine:

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

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

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

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

(4) Safety of the public.

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

as a failure to negotiate in good faith.

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

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

#### ARTICLE 5. NON-DISCRIMINATION:

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

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

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

#### ARTICLE 6. ASSOCIATION DUES:

(a) Employees of the City of Reno may authorize payroll deductions for the purpose of paying Association dues. Upon written authorization to the City's Human Resources Department from an employee, the City agrees to deduct on a biweekly basis from the wages of said employee such sums as he/she may specify for United Fund, City of Reno Credit Union, Association Dues, City of Reno Group Insurance Plan, U.S. Savings Bonds, or such other purposes as the City may hereafter approve. No authorization shall be allowed for payment of initiation fees, assessments or fines. Each employee shall have the right to terminate such payroll deductions at any time upon 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.

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

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

c. SENIORITY LIST

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

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

D. VACATION AND SICK LEAVE BANKS

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

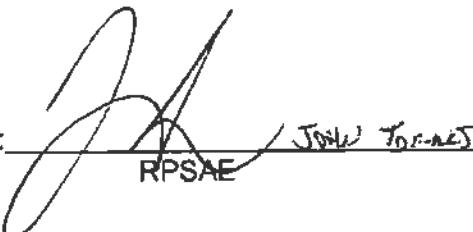
2. As an alternative, upon layoff, an employee may request that the hours accumulated but unused in their vacation and sick leave banks at the time of their layoff be held and credited to him/her upon their recall. If this option is selected, no cash out shall occur.

(a) At any time prior to their recall, an employee may elect to enact D.1. above, at which point all cash out provisions of D.1. will apply.

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

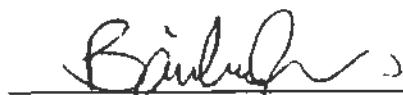
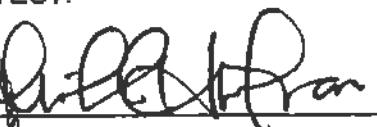
RENO POLICE SUPERVISORY AND  
ADMINISTRATIVE EMPLOYEES -  
SUPERVISORY GROUP

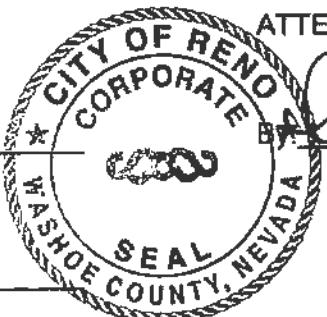
CITY OF RENO

By:   
RPSAE

By:   
MAYOR

WITNESSETH:

ATTEST: 

APPROVED AS TO LEGAL FORM:

  
City Attorney

## APPENDIX A-1

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

<b>Classification</b>	<b>Grade</b>	<b>*****STEP*****</b>						<b>Hourly</b>	<b>Bi-Weekly</b>	<b>Annual</b>
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>			
Police Sergeant	P19	56.84	59.69	62.68	65.80	69.07	72.54			
		4,547.11	4,775.05	5,014.00	5,264.00	5,525.86	5,802.94			
		118,224.74	124,151.40	130,364.08	136,863.98	143,672.32	150,676.45			

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

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

**City of Reno (Respondent)**

**Response to Petition for Declaratory Order**

FILED  
November 4, 2025  
State of Nevada  
E.M.R.B.  
5:01 p.m.

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3 Mark W. Dunagan  
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9 Email: [dunaganm@reno.gov](mailto:dunaganm@reno.gov)  
10 *Attorney for Respondent*

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STATE OF NEVADA  
GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

RENO POLICE SUPERVISORY AND  
ADMINISTRATIVE EMPLOYEES  
ASSOCIATION

Case No.: 2025-020

Petitioner,

vs.

CITY OF RENO,

Respondent,

**CITY OF RENO'S RESPONSE TO PETITION FOR DECLARATORY ORDER**

Respondent CITY OF RENO (the "City"), by and through its undersigned counsel, hereby responds to the Petition for Declaratory Order filed by the Reno Police Supervisory and Administrative Employees Association on October 07, 2025 (the "Petition") as follows.

**I. STATEMENT OF FACTS**

**A. Underlying Incident.**

On November 27, 2024, Reno Police Department employee and RPSAE member Sergeant Vince Robles was arrested while on duty for an off-duty aggravated domestic battery against his

1 wife the night before. Upon learning of the incident and the allegations, the Reno Police  
2 Department (“RPD”) placed Sgt. Robles on administrative leave with pay, pending an  
3 administrative investigation by its Internal Affairs Division to determine whether Sgt. Robles had  
4 violated any RPD policies, and whether to refer the matter for disciplinary action.

5 **B. Administrative Process.**

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

18 The parties, through their legal counsel, thereafter entered into an MOU that adopted the  
19 fourth factor, but the criteria have never been set forth into the collective bargaining agreement, or  
20 otherwise modified. Accordingly, any time an officer’s off-duty conduct is potentially a policy  
21 violation, part of the RPD Internal Affairs (“IA”) administrative investigation is to determine  
22 whether any of the Robertson criteria were present at the time of the alleged misconduct, in order  
23 to determine if the matter is subject to discipline.

24 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                   Sgt. Robles was not charged by the District Attorney's Office, much less convicted of a  
2 crime in connection with the incident, leaving the Robertson criteria as RPD's only nexus for  
3 disciplinary action. Sgt. Robles's wife refused to cooperate with IA by participating in an  
4 investigative interview, leaving Sgt. Robles as the only witness to the alleged incident who IA  
5 could possibly interview. At Robles's administrative interview, IA investigators asked questions  
6 designed to address only the threshold issue of whether any of the Robertson criteria were present  
7 at the alleged incident, *e.g.*, did Sgt. Robles use his duty weapon to hit his wife?; Were any other  
8 witnesses present to whom Sgt. Robles identified himself as a police officer?; *etc.* When the IA  
9 investigators determined that none of the Robertson criteria applied to the incident, and that the  
10 matter could therefore not be referred for discipline, they terminated the interview. Sgt. Robles  
11 was not sustained for any policy violation, and was not subject to discipline. IA transmitted the  
12 report and the file to RPD Administration with a finding of "Closed due to jurisdiction."

13                   Ordinarily, at the conclusion of an IA investigation with no sustained finding, the member  
14 who has been placed on paid administrative leave pending the investigation would be returned to  
15 normal duty. In this case, however, the IA file, which Police Chief Kathryn Nance reviewed along  
16 with the investigative report, contained disturbing contents that raised serious questions for Chief  
17 Nance about Sgt. Robles's mental fitness for duty. The video and the report speak for themselves  
18 and need not be characterized in this filing, though they will be brought as evidence at a hearing  
19 in this case should the Board elect to hold one.

20                   **C. Evidence in the Case.**

21                   **1. The Evidence Generally.**

22                   Part of the difficulty the City faces in this process is the sensitivity of the underlying  
23 materials in its possession. The reason the City remains reluctant to describe the contents of the  
24 administrative file in any context (*i.e.*, in this filing, in communications with Sgt. Robles himself,  
25 or in prior correspondence with the RPSAE and its legal counsel), is over safety concerns for  
26 victims of domestic violence. In this instance, the record reflects that the alleged victim recanted  
27 her statements initially made to WCSO deputies, during which she indicated she was already afraid  
28 of retaliation for reporting the incident at that time. The alleged victim's lack of cooperation with

1 the District Attorney's Office is presumably part of the reason that no conviction was sought.  
2 (Hypothetically, a felony conviction could have resulted in termination of Sgt. Robles.) Her lack  
3 of cooperation with RPD IA likewise prevented IA from obtaining any witness testimony about  
4 the incident from anyone other than Sgt. Robles, leading to an inability to confirm with any other  
5 witness whether any of the Robertson criteria were present. For example, hypothetically, if Sgt.  
6 Robles had intimidated his wife during the incident by reminding her of the influence he has as a  
7 law enforcement officer, and the futility of trying to use her word against his in a legal proceeding,  
8 or in an interview with other law enforcement, the Robertson criteria would potentially be satisfied,  
9 allowing the matter to be referred for disciplinary action. Both the criminal and administrative  
10 avenues were closed off by the alleged victim's silence, as they often are in cycles of domestic  
11 abuse like the one alleged in this instance. Not only does the lack of cooperation from the alleged  
12 victim leave the alleged perpetrator unaccountable; it also isolates the alleged victim and exposes  
13 her to the continuation of the alleged cycle.

14 Now, that problem is even further exacerbated by this EMRB case. The City is in a position  
15 where the best evidence it has in opposition to the RPSAE's position in this case threatens to  
16 antagonize an alleged perpetrator of domestic violence, and further isolate and expose an alleged  
17 victim who has already recanted the story she reported to police. Troublingly, the evidence itself  
18 reflects that the alleged victim has reported other domestic batteries in the past, only to recant them  
19 because she was allegedly manipulated into doing so by her alleged abuser (a common occurrence  
20 in cycles of domestic violence). This has resulted in (allegedly) the alleged victim in this case  
21 *already* being treated as an unreliable source, i.e., a stereotypical "crazy woman" whose accounts  
22 can't be trusted. Whatever else occurs in this proceeding, it already threatens to have a chilling  
23 effect on this alleged victim, and potentially others, from seeking available resources to help to  
24 end cycles of abuse. The very existence of this proceeding has the potential to trigger another  
25 incident—one in which the alleged victim would be even more isolated, and even more chilled  
26 from seeking emergency services.

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1                   **2. RPD's Administrative File.**

2                   For purposes of Sgt. Robles's return to duty, the following contents of the administrative  
3 files are of specific concern to Chief Nance.

4                   **a. Video interview of Sgt. Robles's wife.**

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

12                   **b. Sgt. Robles's Text messages to his wife.**

13                   Relevant to Chief Nance's reasoning in this case are several text messages that Sgt. Robles  
14 sent his wife the night of the incident and the following day, which she showed to deputies when  
15 they took her report.

16                   The first text message from Sgt. Robles to his wife directly corroborates a specific threat  
17 that he allegedly made to his wife according to her account of the incident, which she describes in  
18 the bodyworn camera video. This text message is critical evidence that Sgt. Robles's wife did not  
19 lie about this threat or make it up. The existence of this threat also directly implicates the mental  
20 fitness of Sgt. Robles and his ability to perform the essential functions of the job of a law  
21 enforcement officer.

22                   In the next several text messages, Sgt. Robles apologizes for his actions the prior night.  
23 Notably, he does not accuse his wife of lying, making anything up, or overreacting to the incident.  
24 These texts tend to corroborate the premise that Sgt. Robles's wife did not fabricate the incident  
25 to get him into trouble. While these messages are not ironclad evidence, they do suggest  
26 culpability; theoretically, an innocent party would be asking his accuser why she is overreacting  
27 or making up stories, or asking her to come clean and tell the truth. Notably, in these texts, Sgt.  
28 Robles also does not deny any wrongdoing. These texts also attempt to offer some explanation for

1 Sgt. Robles's escalating behavior, by describing some recent stressors in his life. He also expresses  
2 a desire to seek professional help and improve himself.

3 In the next series of messages, Sgt. Robles asks his wife why she has turned off her read  
4 receipts and location sharing on her phone. She responds that it was a safety measure. Sgt. Robles  
5 notably apologizes for causing her to be in so much fear of him. Notably, he does not question her  
6 on this point, deny causing fear, or accuse her of overreacting or making anything up. These  
7 messages also tend to corroborate the fact that Sgt. Robles understood that his wife felt endangered,  
8 and did not dispute her on that point or otherwise take issue with it.

9 **c. Danger Assessment Law Enforcement Questions (DA-LE)**

10 In response to a standard set of questions that law enforcement officers ask alleged victims  
11 of domestic violence, Sgt. Robles's wife answered "yes" to five of the eleven questions. In the  
12 interests of the privacy interests of the parties, the City will not set forth the questions and answers  
13 in this filing, but they will be made available as evidence in a hearing should the Board elect to  
14 have one. They provide a compelling picture of the conditions of the alleged victim's household,  
15 and raise serious concerns over the mental fitness of Sgt. Robles to perform the essential functions  
16 of the job of a law enforcement officer.

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

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

23 Following the conclusion of the IA investigation, but prior to the filing of this action and a  
24 parallel action for injunctive relief in district court, the City proposed that Sgt. Robles could return  
25 to duty if he would voluntarily undergo a mental health assessment of some kind, to be determined  
26 and agreed upon by the parties. No such agreement was reached. Some options were explored  
27 informally, but before the parties reached any meeting of the minds, Petitioner RPSAE indicated  
28 that Sgt. Robles would be declining to undergo any such evaluation. To date, the City has received

1 no formal update regarding Sgt. Robles's mental fitness in terms of progress or recovery from the  
2 condition he was in on the night of the alleged incident in November, 2024.

3 When the parties reached impasse, the undersigned legal counsel for the City memorialized  
4 the City's position in the dispute in a letter to Petitioner's legal counsel dated September 11, 2025,  
5 which is attached to the Petition as Exhibit 1. This Petition, as well as a parallel injunctive relief  
6 action in district court, followed.

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

8 **A. ISSUE.**

9 The core dispute in this case, and the question before the Board, is whether the City has  
10 violated NRS 288 by implementing a process that implicates topics of mandatory bargaining under  
11 NRS 288.150 without bargaining them. It has not.

12 **1. The City's Actions do not Constitute Discipline.**

13 First, Petitioner attempts to cloud the issue by portraying the City's actions in this dispute  
14 as an improper form of discipline. As detailed above and in the Petition itself, the City's ability to  
15 discipline police officers for off-duty misconduct is restrained by the Robertson criteria, which  
16 were not present in this case as far as IA was able to ascertain. Accordingly, the IA investigation  
17 did not sustain any policy violation by Sgt. Robles, meaning that no sustained finding will be  
18 placed in his personnel file, and no corrective action has been or will be taken in response to the  
19 off-duty incident. He has been deprived of no property interest. There will be no record of the  
20 incident in his file. It cannot be used as a basis for progressive discipline; there is no negative  
21 consequence for him.

22 Paid administrative leave is not disciplinary in nature. First, according to the CBA between  
23 the parties, discipline exclusively includes discharge, demotion, suspension, and written  
24 reprimands. None of these have occurred.

25 Second, RPD has a long history of using paid administrative leave for various reasons,  
26 none of which constitute discipline in and of themselves. 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 Ex. 1, p. 1. (Emph. added.)

4 The policy also gave supervisors the express authority to place an employee on immediate  
5 administrative leave with pay with "articulable justification under circumstances requiring  
6 immediate action." *Id.* Such justifications might include, without limitation, "mental or physical  
7 condition preventing the employee from properly performing his/her duties." *Id.* at p. 2.<sup>1</sup>

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

13 Fourth, if paid administrative leave was considered disciplinary, employers would not be  
14 able to use it while a disciplinary investigation was pending, because the implementation of  
15 discipline prior to the exercise of administrative procedures is a clear-cut deprivation of due  
16 process rights.

17 Finally, numerous sources of law illustrate the distinction between paid administrative  
18 leave and discipline. For example, NAC 284 provides the framework for the State Human  
19 Resources System, including its disciplinary structure. Subsections 589 and 6561 address the use  
20 of administrative leave during the pre-disciplinary process, clearly demonstrating the  
21 administrative leave itself is not disciplinary in nature.

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<sup>1</sup> RPD policies, formerly known as General Orders, undergo periodic revision with input from the supervisors' and officers' associations. The language quoted here is from a General Order titled Internal Affairs/Employee Rights, and was in effect from 2001 to 2021, over the course of three different revisions. In 2021, The G.O. was replaced with a G.O. titled "Investigation of Employees" which dispensed of any language defining paid administrative leave or setting any boundaries on it. Currently, its only reference to paid administrative leave is that supervisors are responsible for evaluating the use of administrative leave and obtaining chain-of-command approval if appropriate. The language of E-210-05 is not quoted in this Response as proof of the Department's authority to place employees on paid administrative leave (the City contends that there is no dispute as to that authority), but rather to demonstrate at least 20 years of custom and practice between the parties, which was memorialized in a publicly available document, and of which RPSAE is well aware.

1                   NRS 284.385 governs disciplinary actions by state government. Like the CBA between  
2 Petitioner and the City, this statute describes disciplinary actions including dismissal, demotion,  
3 and suspension without pay. Tellingly, each of these actions by an appointing authority require  
4 consultation with the attorney general (or other applicable attorney) and cannot take effect until  
5 certain due process requirements have been met. Read in conjunction with NAC 284.6561  
6 regarding paid administrative leave, it is quite clear that paid administrative leave does not  
7 constitute disciplinary action.

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

11                  Nevada Courts also have not viewed paid administrative leave, in and of itself, as  
12 disciplinary in nature. In *Sec'y of State v. Wendland*, 140 Nev. Adv. Op. 64, 558 P.3d 1199 (Nev.  
13 App. 2024), the Nevada Supreme Court noted that the respondent government employee was  
14 placed on administrative leave pending an internal investigation into allegations of misconduct. In  
15 *Pressler v. City of Reno*, 118 Nev. 506 (2002), the Court reviewed a factual record in which a City  
16 of Reno employee was placed on paid administrative leave while he was investigated for sexual  
17 harassment. While the issue of whether paid administrative leave was disciplinary in nature was  
18 not at issue in either case, the fact of the paid leave was noted by the Court as a routine matter in  
19 each case.

20                  By comparison, when local governments take punitive action outside normal disciplinary  
21 channels, courts will review the employer’s actions to determine disciplinary intent, consistent  
22 with the language of NRS 289.010(6) referencing “purposes of punishment” (language which is  
23 similar to that included in the CBA between the City and RPSAE to limit the authority to reassign  
24 personnel). In *Las Vegas Metro. Police Dep't v. Jenkins*, 131 Nev. 1310 (2015), the Nevada  
25 Supreme Court reviewed a lower court’s judicial review of an EMRB decision that found that a  
26 police department’s reassignment of a sergeant—purportedly under the auspices of its  
27 administrative transfer authority—was actually punitive. The *Jenkins* court agreed with the EMRB  
28 that the transfer at issue was punitive because of certain observable factors. For one, there was

1 evidence that the police department had unilaterally adopted “a practice of using administrative  
2 transfers to discipline employees to circumvent the bargaining process.” *Id.* at \*1. Second, the  
3 Court noted that “‘discipline’ means to punish” (citing *City of Reno v. RPPA*, 118 Nev. 889 (2002))  
4 and it held that an 8% reduction in pay and the deprivation of other benefits associated with the  
5 transfer, including a favorable work schedule, “would allow a reasonable person to accept the  
6 Board’s finding that [the sergeant]’s transfer was disciplinary,” and therefore that the Board’s  
7 finding was supported by substantial evidence. *Id.* at \*2. The Court also noted that the contents of  
8 the transfer notice itself supported the inference that the transfer was disciplinary.<sup>2</sup> *Id.*

9 In this case, the Petition comes well short of establishing that RPD has taken punitive action  
10 against Sgt. Robles. In an attempt to analogize Sgt. Robles to the sergeant in *Jenkins*, the Petition  
11 offers the somewhat tortured characterization that the City, “unilaterally continued the transfer of  
12 Sgt. Robles to this administrative position” after the investigation.

13 Regardless of how the Petition chooses to describe the City’s action, however, Sgt. Robles  
14 has not been “transferred” at all. His assignment remains the same as it was prior to his placement  
15 on paid administrative leave. Critically—and fatally to RPSAE’s contention that the “transfer” to  
16 paid administrative leave is disciplinary in nature—Sgt. Robles has not been subjected to any  
17 punitive action. His pay has not been reduced or withheld, and he has not been deprived of any  
18 other benefits, such as a favorable work schedule (*i.e.*, he currently does not have to come to work  
19 at all), as was the sergeant in *Jenkins*.<sup>3</sup> Additionally, there is no evidence in this case akin to the  
20 transfer notice in *Jenkins*, which stated on its face that the transfer was “as a result of it being  
21 determined that [the sergeant] engaged in inappropriate verbal communications.... that violates  
22 Department... policies.” On the contrary, the City in this case has clearly communicated its actual,

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25 <sup>2</sup> The notice stated: “As a result of it being determined that you engaged in inappropriate verbal communications with  
26 subordinates of a nature that violates the Department’s harassment and discrimination policies, I am recommending  
27 that you be transferred out of your current assignment. My recommendation is to transfer you to a patrol squad as it  
28 provides a more structured environment and closer supervision by your Lieutenant.”

<sup>3</sup> Similarly, the Petition’s novel theory that Sgt. Robles is on a “paid suspension” is a legal fiction. It points out that  
the CBA does not differentiate between paid and unpaid suspension; That is because the contract and the parties’  
course of dealing do not contemplate paid suspension. They contemplate suspension, which is a form of discipline  
consisting of unpaid time away from work, and administrative leave with pay, which is not included in the definition  
of discipline, and, as discussed herein, has no punitive intent or effect.

1 legitimate basis for not returning Sgt. Robles to duty, pointing to evidence in its possession that  
2 calls into question his ability to safely perform essential police job functions, and proposing a  
3 solution to return him to duty, which RPSAE declined on his behalf.

4 Therefore, the Petition's conclusory statement that Robles's paid administrative leave is  
5 disciplinary in nature—with no supporting analysis or evidence—carries no weight. (Petition at  
6 5:18: "The City's act of illegally continuing to transfer Sgt. Robles from his assignment to a paid  
7 administrative leave position is a transfer for punishment and violates article 31(k)...")

8 Petitioner's insistence that this is a disciplinary issue is a red herring. The fact that there  
9 was an administrative investigation and the co-occurring fact that Sgt. Robles remains on paid  
10 administrative leave are not dispositive of discipline. RPD did not, and will not, discipline Sgt.  
11 Robles for the November, 2024 off-duty incident. However, that does not mean that the City is  
12 legally required to look the other way when there is compelling evidence that Sgt. Robles was, at  
13 least at a moment in time, in the sound discretion of the Police Chief, not mentally fit to serve as  
14 a police officer, and Petitioner has refused to allow any countervailing evidence to be presented to  
15 the City to demonstrate that this condition has improved since that time.

16 RPSAE asserts that, "once the City knew that it was not able to discipline Sgt. Robles, and  
17 concluded it would not do so, he should have been immediately returned to his full-duty status as  
18 has been the practice with all other RPSAE covered members placed on administrative leave once  
19 an investigation is completed without discipline." (Petition at 7:1.) This assertion is incorrect. For  
20 one, it ignores the complex and unprecedented circumstances described herein. Perhaps more  
21 importantly for the Board's consideration, the assertion overlooks the historic status quo, which is  
22 that the Department has discretion to place members on paid administrative leave for myriad  
23 reasons, including concerns about fitness for duty, and not just pending disciplinary outcomes.

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

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1           2.     **The City is Not Required to Bargain over a Process to Return Sgt. Robles to**  
2           **Duty.**

3           **a. Procedures for Returning to Duty Following a Mental Health Episode Are**  
4           **Not a Topic of Mandatory Bargaining under NRS 288.150.**

5           In the undersigned counsel's letter to Petitioner's counsel dated September 11, 2025, the  
6           City outlined its position that the requiring an employee undergo a fitness for duty exam to return  
7           to work under the current circumstances is not a topic of mandatory bargaining because it falls  
8           within the management right to determine work performance standards. (Petition at Ex. 1.)

9           The Petition takes the position that the City does not have the right to determine work  
10          performance standards unilaterally for any standard that relates to employee safety. (Petition at  
11          9:19.) This position overlooks a critical management right set forth in NRS 288: "Those subject  
12          matters which are not within the scope of mandatory bargaining and which are reserved to the  
13          local government employer without negotiation include... Safety of the public." NRS  
14          288.150(3)(d). When that provision is read in conjunction with the management right to determine  
15          work performance standards (NRS 288.150(3)(c)(1)), if work performance standards affect the  
16          safety of the public, management is not required to bargain them as a matter of law. The instant  
17          case could not be a more clear-cut circumstance of a work performance standard that calls into  
18          question the safety of the public. To wit, RPD has evidence that a supervisor took specific actions,  
19          and made specific verbal threats, that call into question his ability to perform his job functions  
20          without threatening public safety.

21           The Petition relies on the EMRB case *Henderson Police Officers Ass'n v. City of*  
22          *Henderson*, Case No. A1-045314, Item 83 (1978) for the premise that it is settled law that anything  
23          concerning officer safety is a topic of mandatory bargaining, even if it also relates to the safety of  
24          the general public. This argument is unavailing for Petitioner. It is true that the EMRB in that  
25          decision defined safety as anything relating to personal safety as well as safety of the public, and  
26          therefore designated the matter as a topic of mandatory bargaining. However, that case was decided  
27          in 1978. At that time, NRS 288.150(2)(r), included in the list of topics of mandatory bargaining,  
28          just said "safety," leaving the EMRB to make the interpretation it made in the *City of Henderson*  
case. See 1975 Statutes of Nevada, Page 921 (Chapter 539, AB 572).

1        However, subsequent to the *City of Henderson* decision, the 1983 Nevada legislature  
2        amended NRS 288.150 with clear, unmistakable intent and effect: It amended subsection  
3        288.150(2), the list of topics of mandatory bargaining. Specifically, subsection (r), which formerly  
4        just read “safety,” was amended to read “safety of the employee.” The legislature also added a new  
5        section (d) to NRS 288.150(3) to add a new subject matter which is *not* within the scope of  
6        mandatory bargaining: “Safety of the public.” *See* 1983 Statutes of Nevada, Page 1623 (Chapter  
7        552, AB 416). In other words, subsequent to the EMRB’s *City of Henderson* decision, the Nevada  
8        legislature took direct action to clarify its intent with the law: safety of the employee is a topic of  
9        mandatory bargaining, but the safety of the public is a consideration “reserved to the local  
10      government employer without negotiation.” The ruling in *City of Henderson* that the Petition relies  
11      on is therefore superseded by statute, and is no longer good law.

12        There is no provision in NRS 288 or elsewhere that requires the City to bargain over a  
13      process to return an employee to duty when it has tangible evidence raising public safety concerns.

14        **b. The City Has Not Previously Bargained for a Fitness for Duty Process.**

15        The Petition also attempts to argue that the parties have negotiated fitness for duty exams  
16      in Article 11 of the CBA, and by limiting that article to on-the-job injury, effectively foreclosed  
17      the City from having any other fitness for duty practices or policies. This argument is not  
18      persuasive. First, while Article 11 does indeed concern On-the-Job Injury (*i.e.*, it is titled as such)  
19      it *only* concerns on-the-job injuries and how they interface with the statutory workers’ comp  
20      process. It addresses which doctor an employee may visit for a prognosis for returning to work  
21      from an on-the-job injury, and that the City will pay for the exam. That is what the parties  
22      bargained for in Article 11: in the context of industrial injury, which party chooses the doctor, and  
23      which party pays for the doctor. The article does not, however, concern, or even reference, fitness  
24      for duty examinations in any other context.

25        The Petition’s reliance on Article 11(j) is unsound. By its logic, an employee who was  
26      injured off-duty, perhaps severing multiple limbs, could not be subjected to a fitness for duty  
27      evaluation when he or she wanted to return to work, because the City had inadvertently limited its  
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1 management rights by referencing doctor visits in Article 11. This would be an absurd reading of  
2 the CBA, which, respectfully, the Board should not adopt.

3 **c. Fitness for Duty is not a Disciplinary Issue.**

4 Petitioner continues to cloud the issue by claiming that the fitness for duty exam requested  
5 by the City “may or may not result in discipline.” Petition at 6:17. This is inaccurate. If a fitness  
6 for duty exam determined that Sgt. Robles (or any other employee) was not fit for duty, he would  
7 not be subjected to discipline. While such a finding might result in a disability retirement or other  
8 process for separation from employment, it would occur pursuant to bargained-for processes, just  
9 as it would in the case of an officer who was medically determined to be unable to physically  
10 perform police officer job functions. In the event that a police officer hypothetically became  
11 paralyzed in an off-duty accident, and was physically unable to pass a fitness for duty exam in  
12 order to be cleared to return to work, no one would suggest that the officer was facing “discipline”  
13 as a result of his accident.

14 RPSAE’s position in this case has the unfortunate effect of stigmatizing mental health  
15 issues by arbitrarily differentiating them from physical health limitations. The field of law  
16 enforcement has long struggled with the stigma associated with mental health issues that officers  
17 face. Only in recent years, and only gradually, has it become more acceptable for law enforcement  
18 officers to admit to mental health issues and to ask for the help they need. Only recently has the  
19 State of Nevada chosen to recognize the legitimacy of stress-related claims for first responders in  
20 its industrial insurance statutes. *See 2019 Statutes of Nevada, Page 1901 (Chapter 312, AB 492).*  
21 RPSAE’s approach in this case is akin to telling officers that their struggles should go back in the  
22 closet; that their mental health issues are somehow less legitimate than physical health issues.  
23 Apparently, while the latter can be addressed as matter of course with a simple doctor’s note  
24 (without the requirement to bargain), the former can’t be discussed or addressed at all: the  
25 employer should not be concerned when it has knowledge of its employees’ dangerous thoughts  
26 and behavior; in fact it should not even inquire. In turn, the employee should not cooperate when  
27 the employer makes such overtures; apparently, everyone should pretend there is no problem and  
28 carry on as normal. This approach advocated by Petitioner presents a dangerous precedent that,

1 respectfully, the Board should not entertain.

2       In attempting to get Sgt. Robles's agreement to cooperate with some kind of mental health  
3 assessment, the City did not make any particular demands regarding the specific provider, the type  
4 of provider, or the contents of whatever hypothetical work product that provider would furnish to  
5 the City to provide some type of assurance that Sgt. Robles is mentally fit for duty. The parties did  
6 not get that far before communications shut down over the threshold issue of whether it is a topic  
7 of mandatory bargaining. The City remains open to discussion and flexible regarding what the  
8 process might look like.

9                   **d. There is Precedent at the City and RPD for Mental Health Assessment  
10                   Outside of Disciplinary Processes.**

11       In terms of past practice, there is precedent for the City subjecting police employees to a  
12 mental health assessment, separate and apart from administrative investigations and disciplinary  
13 processes.

14       In 2014, a police officer exhibited strange and threatening behavior on duty, showing signs  
15 of confusion as to his surroundings. He verbalized the idea of shooting a nearby lieutenant through  
16 the chest. He was disarmed and hospitalized without incident, and later described feeling mentally  
17 unclear. The officer was investigated and eventually sustained for a violation of then-City Policy  
18 502 (Workplace Violence.) He was recommended for discipline in the form of a 2-day suspension.

19       Separate from the disciplinary process, The City, pursuant to its Citywide policy, convened  
20 its Workplace Violence Team, which engaged the services of a psychiatric expert in the field of  
21 workplace violence threat assessment to assess the employee's mental health. The specialist  
22 diagnosed the officer with conditions that medically disqualified him from serving as a police  
23 officer. The parties then reached a global settlement regarding his separation from employment.  
24 Obviously that situation differs from the present one: the dangerous conduct occurred on-duty, and  
25 the employee was represented by a different association.

26       However, the Citywide policy regarding workplace violence still exists (it is now part of  
27 City Policy 107, attached as Exhibit 3), and still gives Human Resources discretion to engage a  
28 threat assessment specialist to determine whether an employee is dangerous to other employees.

1 (See Ex. 3 at p. 8.) The City has never bargained over the threat assessment process, and it has  
2 been implemented several times since 2015, albeit with regard to employees represented by other  
3 bargaining groups.

4 Another more recent instance of a police officer being referred for a fitness for duty exam  
5 for mental health purposes occurred in 2020. In that case, an officer desired to be returned to full  
6 duty in his special assignment after serving a stint in a modified duty status, and a supervisor had  
7 expressed public safety concerns in connection with the officer's recent law enforcement activities.  
8 An RPD Commander issued a memorandum referring the officer to what he called a "functional  
9 capacity test." The President of the Police Protective Association signed off on the memo, the  
10 officer was evaluated for his functional capacity, and he was returned to duty.

11 These prior examples are not raised in this Response in an attempt to bind Petitioner to past  
12 practices to which it was not a party. Rather, they are described here to demonstrate that steps to  
13 ensure a safe return to duty need not be negotiated as a topic of mandatory bargaining. Moreover,  
14 whatever steps are implemented in a given situation need not even be binding, at least until such  
15 time as a formal policy can be established.<sup>4</sup>

16 **3. There is no Evidence of Discrimination.**

17 Petitioner asserts that the City's refusal to permit Sgt. Robles to return to duty is "based at  
18 least partially on the fact that the RPSAE is disputing the City's ability to mandate the fitness for  
19 duty examination." (Petition at 8:5.). The Petition offers no evidence, or even anecdotal support,  
20 for this contention. In response, the City points to the legitimate, non-discriminatory basis for its  
21 actions as described herein, and categorically denies any discrimination against Sgt. Robles, or  
22 any other member of any collective bargaining unit, on the basis of such association.

23 **III. CONCLUSION.**

24 For the foregoing reasons, Respondent City of Reno respectfully requests that the Board  
25 deny the Petition for Declaratory Relief in this case, and issue the following:

26 a. A finding that the City's actions in this case do not constitute a prohibited practice;

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<sup>4</sup> In the 2020 case, the memorandum formally states that it is not intended to establish a pattern or practice.

- b. A finding that a fitness for duty process to return Sgt. Robles to work is not a topic of mandatory bargaining under NRS 288.150(2);
- c. A finding that this matter is reserved to the City without negotiation under NRS 288.150(3)(c) and (d) because the safety of the public is concerned;
- d. An Order that the Petitioner is entitled to no relief by virtue of its Petition, to include any recover of attorney's fees and costs; and
- e. Any other relief that the Board deems just and proper.

In the event that the Board elects to hold a hearing on this matter, the City is prepared to present evidence demonstrating the safety issues described herein.

DATED this 4<sup>th</sup> day of November, 2025.

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

**CERTIFICATE OF SERVICE**

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.

0 | X Email

**Facsimile (FAX):**

**Federal Express or other overnight delivery.**

## Reno/Carson Messenger Service.

addressed as follows:

16      Ronald J. Dreher, Esq.  
17      P.O. Box 6494  
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Marisu Romualdez Abellar  
Commissioner, EMRB  
3300 W. Sahara Avenue  
Suite 260  
Las Vegas, NV 89102

DATED this 4<sup>th</sup> day of November, 2025.

/s/ *Terri Strickland*  
Terri Strickland  
Legal Assistant

## **EXHIBIT LIST**

Exh. No.	Description	Pages
1	RPD General Order E-210-05	22
2	City Policy 403 - Work Time Approval	31
3	City Policy 107 - Safety	17

**EXHIBIT 1**

**RPD General Order E-210-05**

**EXHIBIT 1**

**RPD General Order E-210-05**

## RENO POLICE DEPARTMENT GENERAL ORDER

This directive is for internal use only and does not enlarge this department's, governmental entity's and/or any of this department's employees' civil or criminal liability in any way. It is not to be construed as the creation of a particular standard of safety or care in an evidentiary sense, with respect to any complaint, demand for settlement, or any other form of grievance or litigation. Violations of this directive, if substantiated, can only form the basis for intra-departmental administrative sanctions.

Chief of Police: Steve Pitts /s/		
Approving Deputy Chief: Thomas Robinson V /s/		
General Order No: E-210-05	Issued: July 13, 2001	Revised: March 5, 2013
General Order Title: INTERNAL AFFAIRS/EMPLOYEE RIGHTS		

### **POLICY**

The Reno Police Department provides a process in which the community and its employees can have confidence that complaints concerning department procedures, employees, and actions will be fairly investigated. The public expects the Department to investigate crimes and questionable incidents involving actions of employees in an objective manner, while respecting employees' constitutional and statutory rights.

Investigations will be conducted in a manner conducive to good order and discipline. The following guidelines are in accordance with court decisions, laws, employee contracts, and departmental procedure.

### **DEFINITIONS**

#### **Administrative Investigations**

Administrative investigations are those commonly conducted by Internal Affairs to determine the facts surrounding incidents involving allegations that employees may have violated departmental regulations. Administrative investigations are confidential and their contents are not accessible for use in criminal investigations.

#### **Administrative Leave with Pay**

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

##### **Exigent Circumstance Leave**

A supervisor has the authority to place an employee on immediate administrative leave with pay with articulable justification under circumstances requiring immediate action. If an employee is sent home on administrative leave with pay, a report containing justification for the action will be completed and provided to the division commander and the employee's association disciplinary representative prior to 0800 hours on the following work day. The employee will be required to respond to the division commander the next work day at 0900 hours. Continued leave of absence with pay must be authorized by the Chief of Police or his/her designee. Circumstances for this

leave include, but are not limited to:

- Insubordination;
- Intoxication or substance abuse;
- Mental or physical condition preventing the employee from properly performing his/her duties;
- Criminal or administrative allegation concerning employee's access to confidential information; or
- Other articulable reasons indicating the employee could not or should not perform in a restricted-duty status.

Employees placed on Exigent Circumstance leave are prohibited from using their police authority until that authority is reinstated by the employee's division deputy chief. The relieving supervisor will take control of the employee's badge, RPD identification card, department owned weapon and/or any other city owned equipment as may be appropriate given the circumstance. If the decision is made to not collect the aforementioned equipment, the relieving supervisor will include the facts and circumstances that lead to that decision in their report to the division deputy chief

#### **Major Incident Leave**

A major incident includes those incidents described in the General Order titled "Employee-Involved Shootings," or allegations of misconduct that if sustained would result in significant discipline, or situations where an officer may be physically or mentally unable to perform his/her duties satisfactorily. Under these circumstances, an officer will be placed on administrative leave with pay pending the resolution of appropriate administrative investigations, or if appropriate, the employee may be placed on limited-duty leave.

#### **Limited Duty-Leave**

Officers involved in a major incident may be removed from field-duty and placed in a non-uniformed administrative assignment. The assignment is considered light-duty and prohibits the taking of enforcement action as a sworn officer. While in light-duty status, exigent circumstances may occur in which the employee must take some action to protect himself/herself or others. Should this occur, the employee shall minimize his/her involvement as dictated by the situation. The work schedule and type of assignment while in light-duty status will be at the discretion of the Chief of Police/designee.

#### **Administrative Leave Without Pay**

Administrative leave without pay will only be given by the Chief of Police/designee, in accordance with Civil Service Rules and Regulations.

#### **Conflict of Interest**

A conflict of interest arises when a government employee's interest conflicts or appears to conflict with their official responsibility or ability to conduct an independent and impartial investigation.

#### **Complaint**

A complaint is an act of expressed dissatisfaction relating to department operations, personal conduct, or unlawful, excessive, or unnecessary acts. Complaints may take the following forms:

### **Formal**

A formal complaint is generally a written, signed personnel complaint form and/or a taped statement of the allegation. A verbal statement, even though not taped, may constitute grounds for a formal investigation.

### **Informal**

An informal complaint, verbal or written, is an allegation of minor misconduct, being made for informational purposes that can normally be resolved at the time the complaint is made.

### **Administrative-Directed Investigations (ADI)**

Administrative-directed investigations are written complaints initiated by an employee against another employee.

## **Non-disciplinary Supervisor Actions**

### **Oral Counseling**

Oral counseling is a conversation between a supervisor and an employee about a specific aspect of the employee's performance or conduct and is warranted when an employee has committed a relatively minor infraction or the nature of the offense is such that oral counseling is all that is appropriate. Oral counseling is considered corrective action, not disciplinary action.

### **Employee Performance Comment Sheet (EPCO)**

The Employee Performance Comment Sheet is a form to be used by supervisors to document exceptional or unsatisfactory performance. Refer to Performance Evaluations G.O. E-240-05.

## **Disciplinary Action**

Disciplinary action is a directed action, resulting from a completed investigation, documenting an act of misconduct by an employee. It is the policy of the department to impose discipline following a series of progressive steps; however, there may be instances where deviation from that policy is warranted. Types of disciplinary action include:

### **Training**

Employee training can be recommended based on a sustained complaint where a specific training deficiency has been identified. Training/Employee development can be independent or prescribed as a lesser included element of the overall discipline recommendation.

### **Documented Oral Counseling**

Documented Oral Counseling is the first step in the progressive disciplinary process and is intended to address relatively minor infractions. The Documented Oral Counseling memorandum will be filed in both the division file and department personnel file of the

employee. The duration of this document is twelve (12) months following the date of incident. Provided there are no intervening reprimands or more severe disciplinary action of the same or a similar nature, the documented oral counseling will be of no further effect and will be removed from the files upon written request of the employee through their chain of command.

#### **Written Reprimand**

A Written Reprimand is a formal written notice customarily issued by supervisors advising and reprimanding an officer, 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 officer's official department and/or divisional personnel file(s). It is the second step in the progressive disciplinary process and is intended to provide the employee with a written record outlining specific corrective action that must be taken to avoid subsequent serious disciplinary action.

#### **Suspension**

Suspension relieves an employee from duty for a specified period of time without pay. This is a severe disciplinary action administered by the department when an employee commits a serious violation of established rules or after written reprimands have been given and no change in performance has resulted. It is normally the third step in the progressive discipline process.

#### **Demotion**

Demotion is placing an employee in a position of lower responsibility and pay. It will normally be used only when an otherwise good employee is unable to meet the standards required for a higher position.

#### **Termination**

Termination is the most severe disciplinary action that can be taken. Such disciplinary action usually occurs when previous discipline has been imposed and there has been no or inadequate change in performance or behavior. It also may occur when the employee commits an offense so serious that continued employment is inappropriate.

#### **Disposition Classifications**

The classifications for disposition of an investigation include:

**Unfounded** - When investigation indicates that the alleged acts did not occur.

**Exonerated** - When investigation indicates that the act occurred, but it was lawful, proper, justified and/or in accordance with department policies, procedures, rules and regulations.

**Not Sustained** - When investigation discloses that there is insufficient evidence to prove or disprove the allegations made.

**Sustained**: When the investigation discloses that by a preponderance of evidence the act did occur and was in violation of department policies, procedures, rules or regulations. Sustained allegations include misconduct which falls within the broad outlines of the original allegation(s).

**Misconduct not based on the complaint** - When investigation discloses sustainable misconduct that is not part of the original complaint.

**Closed** - When the investigation cannot be processed further due to a lack of cooperation by the complainant, or when the Chief of Police/designee determines that the action in the complaint does not fall within the administrative jurisdiction of the department. A closed investigation may be re-opened upon direction of the Chief of Police/designee.

## **PROCEDURES**

### **Initial Complaints**

#### **Who Can Make a Complaint?**

1. Complaints will be accepted from any person regardless of race, color, religion, age or standing in a criminal case, and through any means, whether in person, by mail, by telephone, or by electronic mail.
2. A complaint may be anonymous but must allege definite improper action, give sufficient particulars to make an investigation feasible, and must be reviewed by the Chief of Police/designee for determination as to the extent of the investigation.
3. In the case of a complaint from a juvenile, the person receiving the complaint will make a preliminary review of the complaint and determine if an adult responsible for the juvenile should be notified. The presence of a responsible adult, if available, is encouraged.
4. An employee will notify their immediate supervisor if they become aware of possible misconduct by another employee. If the alleged offender is the complaining employee's immediate supervisor, then that employee will notify the supervisor at the next level within their chain-of-command.

#### **Who Can Receive a Complaint?**

1. Any department supervisor can take a personnel complaint. It is the desire of the Reno Police Department to respond quickly and professionally to citizen complaints. First line supervisors are encouraged to interact with citizens in an attempt to assess the seriousness of an allegation, take immediate corrective action if deemed necessary, or mediate lesser complaints. Citizen interaction is critical to understanding how the department and its employees are perceived by the community, and for effective performance management of personnel. As such, supervisors, with the agreement of the complainant and the involved member, have the discretion and authority to informally resolve Category II and Category III complaints. Every effort should be made to handle minor complaints at this level.
  - A. When a complaint is resolved in this manner, the member shall be advised of the complaint by the assigned supervisor and, if necessary, counseled or instructed to prevent future problems. Documentation of the informal resolution will be done at the Divisional level. If the complaint cannot be resolved at this level, the Chief of Police will review and assign the complaint as necessary. The Internal Affairs Office will then log the complaint and forward the matter for investigation as assigned by the Chief of Police.
2. The supervisor receiving the initial formal complaint will complete the Department

Complaint Form and attempt to obtain a written statement from the complainant, if possible. The supervisor will complete a summary of the complaint and forward the information to Internal Affairs through their chain of command.

3. If the complainant refuses to make a formal complaint but the allegation is of a serious nature and there are articulable circumstances requiring an extensive investigation, the complaint taker will continue the process in the same manner as if a formal complaint had been made.
4. If the complaint is serious enough to require extensive investigation, no contact will be made with the employee(s) involved and the Formal Personnel Complaint report will be sent, via the employee's chain-of-command, to Internal Affairs. It may be necessary for the employee's chain of command to provide the employee with an immediate verbal and/or written admonishment as to future job performance expectations related to a potential complaint. This admonishment should be documented in the form of a memo and place the employee on notice that if the conduct is in fact occurring, it is to stop. This action may not be necessary in all cases, but is appropriate when circumstances indicate that the alleged misconduct may continue. The department has an interest in stopping potential future misconduct, while preserving the employee's rights during an investigation. The written admonishment direction is not considered discipline, as it relates to future conduct and not to actions that have already transpired.
5. If the nature of the complaint seems to warrant immediate action, the complaint taker will confer with the employee's commanding officer and/or the Chief of Police/designee to determine if the complaint should be investigated immediately.

#### **Routing of Initial Complaint**

1. Internal Affairs will be the central point of all personnel complaints, sworn and professional. All complaint documentation, including detailed statements if possible, will be forwarded to Internal Affairs via the employee's chain-of-command.
2. The Chief of Police/designee will determine investigative assignments as soon as possible.
3. Barring reasonable investigative delays, administrative investigations will generally reach a disposition classification within 90 days of the initial complaint. In cases where more than 90 days is required to reach a disposition classification, the Chief of police, or his/her designee, will be consulted and must approve any extensions.

The following items should be considered to be reasonable investigative delays:

- Case priority
- IAU Investigator case load
- Availability of citizen witnesses, officer witnesses and principal officers
- Multiple involved witnesses
- Complexity of investigation
- Transcription of investigative interviews
- Pending criminal investigation
- Requirements of NRS 289

#### **Citizen generated complaints:**

The investigator will notify the citizen complainant of the status of the investigation every 30

days until the completion of the investigatory process. These notifications will be noted in the case file. At the conclusion of the case investigation, a letter will be sent to the citizen complainant by the investigating officer advising the citizen of the outcome of the investigation limited to the disposition classification. No discussion of disciplinary action will be included in the letter.

### **Complaint Categories**

Regardless of category, a police officer involved will be afforded all the rights and privileges as outlined in the United States Constitution, Nevada Revised Statute (N.R.S.) 289 – Rights of Peace Officers, and applicable collective bargaining agreements.

#### **CATEGORY I**

Category I complaint investigations will generally require investigation by Internal Affairs.

- a. Criminal Conduct/Code of Conduct
- b. Discrimination
- c. Dishonesty
- d. Excessive Force
- e. False arrest (including bad faith Fourth Amendment)
- f. Improper Tactics
- g. Racial/ethnic slurs
- h. Firearms and Shooting Policy
- i. Improper Search and/or Entry
- j. Sexual Harassment

The Chief of Police will have the discretion to assign any complaint as a Category I investigation.

#### **CATEGORY II**

Category II complaints will generally be investigated by the involved employee's immediate supervisor. Complaints/Investigations falling into this category will be referred by Internal Affairs, with the approval of the Chief of Police, to the appropriate Division Commander. Assignment of the investigating supervisor will be determined by the Division Commander

- a. Discourtesy
- b. Improper procedure
- c. Performance of Duty

#### **CATEGORY III**

Category III complaints generally involved cases where a citizen is requesting policy or procedure clarification. The Chief of Police will direct the complaint to the involved employee's Division Commander or the Internal Affairs Unit.

### **Employee Rights during investigative process**

#### **Advance Notice of Interview (NRS 289.060)**

The assigned investigator, not later than 48 hours before any interview hearing is held relating to an investigation of the activities of an employee which could result in disciplinary action, will

provide written notice to the employee. The advance notice will inform the employee of:

- The nature of the investigation and potential charges;
- A summary of alleged misconduct by the employee;
- The date, time and place of the interview;
- The name and rank of the individual in charge of the investigation and the individual(s) who will conduct the interview; and
- The name of any other person who will be present during the interview.

#### **Rights to Representation during Questioning (NRS 289.080)**

1. A peace officer may, upon request, have two representatives of their choosing present during any phase of an interrogation or hearing relating to an investigation conducted in response to a complaint or allegation that the officer has engaged in activities which could result in punitive action. The representatives may include, without limitation, a lawyer, a representative of a labor union or another peace officer. The representative must not otherwise be connected to, or the subject of, the same investigation. The purpose of a representative/attorney chosen by an employee is to:
  - Give objective assistance to the employee.
  - Present objective, logical arguments for the employee.
  - Ensure the interview is conducted under circumstances devoid of intimidation, coercion, or reward, and does not otherwise violate constitutional or employee rights.
  - Ensure the employee is allowed to present his/her side of the story or incident.
  - Advise the designated interviewer if the representative perceives a possible violation. Should the interviewer disregard or disagree with the representative's observation, the representative may make note of that fact but will not otherwise interfere with the designated interviewer's actions. The representative will immediately contact the appropriate association representative and/or the Chief of Police/designee and advise what has taken place. This information will be in writing, as it may constitute a separate complaint.
2. The representative shall be allowed to explain an answer provided by the employee or refute a negative implication which results from questioning of the employee. The investigator may require that any such explanation to be provided after the agency has concluded its initial questioning of the employee.
3. Employee representation is not included for employee interviews of employees in the normal course of duty, counseling, instructions, informal verbal admonishments, and/or routine or unplanned contacts with a supervisor.
4. The representative will not be insubordinate or disrespectful to the department's designated interviewer.
5. The decision whether to have the representative(s) present during a disciplinary interview will be made by the employee rather than the department.

#### **Interview Guidelines**

An employee may be ordered to appear before the investigator at a reasonable time and place to submit to questioning or other investigation. Prior to questioning, the employee will be advised of his/her rights and responsibilities in writing. Interview guidelines include the following:

- The interview will take place while the employee is on-duty, if possible, or, if not, the employee will be compensated for that time based on their regular wages.
- An employee who refuses to respond to questions or submit to an interview may be ordered to respond by the administrative investigator. Should the employee continue to refuse or fail to respond to questioning, the administrative investigator will inform the employee that they could be subject to an additional, separate charge of insubordination which could result in disciplinary action.
- Interviews will be done under circumstances devoid of intimidation, coercion, or reward, and will not otherwise violate the employee's constitutional rights. The employee will not be subjected to abusive language.
- Questions directed to the employee during the interview may be asked by and through only two interviewers at one time.
- The scope of the questions will be limited to the alleged misconduct of the employee. Interviews will be limited to activities, circumstances, events, conduct or acts pertaining to the matter under investigation.
- The employee or his/her representative will be allowed to explain an answer or refute a negative implication resulting from questioning during the interview.
- Interviews will not be overly long. The employee will be entitled to reasonable intermissions for personal reasons as requested.
- The employee or the department may make an audio/video recording of the interview. If the department records the proceedings and/or interviews, the department will, at the employee's request and expense, provide a copy of the audio/video transcript of the proceedings and/or a audio/video copy of the proceedings.

**NOTE:** Any applicable requirements in existing employee collective bargaining agreements will be adhered to by the administrative investigator.

#### **Evidentiary Tests**

Upon the order of the Chief of Police/designee, employees will submit to medical, ballistics, chemical or other tests, photographs, a breath test, voice print, handwriting examination, line-ups, or any other evidentiary test as determined by the investigator. Procedures will conform to departmental policies, procedures and rules and must be specifically directed and narrowly related to the particular investigation being conducted by the department. The report will contain articulated reasons for requesting any physical test.

#### **Property Searches**

1. An employee's personal property will not be subjected to search or seizure without a warrant or probable cause.
2. Department property may be examined, even if assigned to, or used exclusively by, a single employee; i.e., lockers, vehicles, computers, department owned cell phones, etc.

#### **Communication Monitoring**

Departmental communications or other communications or conversations may be monitored under conditions permitted by law.

#### **News Media**

The department will not cause the employee to be subjected to visits by the news media, nor

will the employee's home address, telephone number or photograph(s) be given to the news media without the employee's express consent. In cases where a peace officer has been arrested, the department may release the officer's photograph. In cases where the employee is seriously injured or killed the department may, with the consent of the most immediate family member, release the most current department file photograph to the news media.

#### **Personal Information**

The Reno Police Department will not require employees to disclose their assets, debts, sources of income or other financial information or make such a disclosure a condition precedent to a promotion, job assignment or other personnel action unless that information is necessary to:

- Determine the employee's credentials for transfer to a specialized unit; or
- Prevent any conflict of interest which may result from a new assignment.

#### **Polygraph Tests**

1. A polygraph test may be administered in accordance with NRS 289.070, 289.050 and contractual provisions.
2. The Officer against whom an allegation is made may, but is not required to, submit to a polygraph exam concerning activities related to the investigation. If the employee declines to submit to a polygraph examination:
  - a. The Department will not take disciplinary action against the employee, and;
  - b. The Department's assigned investigator will not make a note of such declination in the report; and
  - c. Evidence of an employee's declination of a polygraph examination under this subsection is not admissible at any subsequent hearing, trial, or other judicial or administrative proceeding regarding this investigation.
3. When a polygraph examination is given pursuant to this subsection, an audio or video recording must be made of the examination, the preliminary interview, and the post-examination interview. Before the opinion of the examiner regarding the employee's veracity may be considered in a disciplinary action, all records, documents and recordings resulting from the examination must be made available for review by one or more examiners licensed or qualified to be licensed in this State who are acceptable to the law enforcement agency and the employee being investigated. If the opinion of the reviewing examiner does not agree with the initial examiner's opinion, the employee must be allowed to be re-examined by an examiner of his/her choice who is licensed or qualified to be licensed in this State. In any event, the department shall not use a polygraph examiner's opinion regarding the veracity of the employee under investigation as the sole basis for disciplinary action against the employee. (NRS 289.070)
4. The following guidelines will be used when administering a polygraph exam to an employee under investigation. The employee will be:
  - Given ample advance notification prior to scheduling of the polygraph examination;
  - Advised of the circumstances and purpose of the examination; and
  - Provided with a list of questions to be asked prior to the polygraph examination.
5. A person who makes an allegation against an officer pursuant to NRS 289.070 may not be

required to submit to a polygraph examination as a condition of the investigation of the allegation, but may request or agree to a polygraph examination. If the complainant requests or agrees to a polygraph examination, such examination must be given.

#### **Administrative Investigation – RPPA/RPSAE**

\*\* In the event of the existence of a Disciplinary Review Board as approved by the Chief of Police, RPPA and RPSAE, the disciplinary review process and appeals process will follow that which is outlined in General Order E-140-04, Disciplinary Review Board, for members of the RPPA and RPSAE. If by agreement of the Chief of Police, RPPA and RPSAE that the Discipline Board will not be utilized, the process will return as outlined in this document under "Administrative Investigations – Local 39"

#### **Preliminary Investigation**

1. Prior to proceeding with an administrative investigation, Internal Affairs must determine that the investigation will not jeopardize a possible criminal investigation involving the same incident(s).
2. The preliminary investigation will include, but not be limited to:
  - Immediately questioning witnesses and complainants and obtaining written or tape-recorded statements.
  - Gathering evidence which may be lost if not secured immediately, such as photographs of injuries, blood tests for chemical intoxicants, etc.
3. The preliminary investigation, and any subsequent written documentation, will be completed by the end of shift and forwarded to the appropriate division supervisor for review, proceed through the chain of command, and subsequently go to Internal Affairs.

At the conclusion of an internal investigation, the investigator will submit a written report to the Internal Affairs Lieutenant, who will approve the report for the Disciplinary Review Board process.

#### **Employee Review**

The employee under investigation may review the written report of that investigation if the report is completed, and a request for review is made through the Chief of Police or, or his/her designee.

#### **Disciplinary Review Board process**

The Disciplinary Review Board process will follow the outlined procedure per contract and stated in the Disciplinary Review Board G.O. (E-140-04).

#### **Chief of Police Review**

The Chief of Police will review the completed formal personnel investigation, accompanying documents and recommendations.

- If the Chief of Police concurs with the recommendations, he/she will forward the

- investigation and accompanying documents, with his/her written concurrence, to Internal Affairs for implementation.
- If the Chief of Police does not concur with the recommendations, he/she may return the investigation and accompanying documents to Internal Affairs for re-evaluation and/or follow-up investigations.

The Chief of Police reserves the right to modify any recommended corrective or disciplinary action, absent arbitration, court, or civil service limitations, for the good of the department.

Once the Chief of Police has approved or modified the recommended charges and corrective or disciplinary action(s), Internal Affairs will issue a disciplinary action memo to the charged employee. The disciplinary action memo will include:

- The date(s) when and place(s) where the alleged act(s) occurred;
- A statement of the alleged acts or omissions;
- A statement of the findings and disposition;
- The recommended disciplinary action; and,
- The charged employee's rights to appeal through the administrative appeals hearing process.

### **Sustained Findings**

If the employee is not satisfied with the discipline recommendation of the Chief, the employee may follow the appeals process as outlined in their contract and the "Appeals Process" below.

### **Suspension Days**

- Three (3) days or less, will normally be served within 90 calendar days.
- Four (4) days to eight (8) days, will normally be served within 180 calendar days.
- Nine (9) days or greater, will normally be served within 360 calendar days.

The Chief of Police or his designee may extend the time frame in which the suspension days must be taken in response to a written request submitted by the employee to the Chief. This will normally be done in exceptional cases where ten or more suspension days are ordered. The intent of this section is to not put undue financial hardship on the employee while maintaining the integrity of the discipline process.

### **Other than Sustained Recommendations**

When Internal Affairs is notified that the Chief of Police has approved the recommended disposition of other than sustained, Internal Affairs will notify the employee via memorandum within 14 calendar days.

## **Administrative Investigation - Local 39**

### **Preliminary Investigation**

- Prior to proceeding with an administrative investigation, Internal Affairs must determine that the investigation will not jeopardize a possible criminal investigation involving the same incident(s).
- The preliminary investigation will include, but not be limited to:

- Immediately questioning witnesses and complainants and obtaining written or tape-recorded statements.
- Gathering evidence which may be lost if not secured immediately, such as photographs of injuries, blood tests for chemical intoxicants, etc.

3. The preliminary investigation, and any subsequent written documentation, will be completed by the end of shift and forwarded to the appropriate division supervisor for review, proceed through the chain of command, and subsequently go to Internal Affairs.

At the conclusion of an internal investigation, the investigator will submit a written report to the appropriate Deputy Chief, who will then refer the report to the appropriate division supervisor for a disciplinary recommendation.

#### **Employee Review**

The employee under investigation may review the written report of that investigation if the report is completed, and a request for review is made through the Chief of Police.

#### **Division Commander Responsibilities**

Upon receiving the final report from an internal investigation, the Division Commander will recommend charges and corrective or disciplinary actions in the format outlined in the division presentation, or recommend other dispositions of the complaint. The Division Commander's recommendation will be forwarded to the Chief of Police/designee.

#### **The Chief of Police Review**

The Chief of Police will review the completed formal personnel investigation, accompanying documents and recommendations received from the Division Commander. If the Chief of Police concurs with the recommendations, he/she will forward the investigation and accompanying documents, with his/her written concurrence, to Internal Affairs for implementation. If the Chief of Police does not concur with the recommendations, he/she may return the investigation and accompanying documents to the Division Commander for re-evaluation.

The Chief of Police reserves the right to modify any recommended corrective or disciplinary action, absent arbitration, court, or civil service limitations, for the good of the department.

Once the Chief of Police has approved or modified the recommended charges and corrective or disciplinary action(s), Internal Affairs will issue a disciplinary action memo to the charged employee. The disciplinary action memo will include:

- The date(s) when and place(s) where the alleged act(s) occurred;
- A statement of the alleged acts or omissions;
- A statement of the findings and disposition;
- The recommended disciplinary action; and,
- The charged employee's rights to appeal through the administrative appeals hearing process.

#### **Sustained Findings**

If the employee is not satisfied with the discipline recommendation of the Chief, the employee may follow the appeals process as outlined in their contract and the "Appeals Process" below.

### **Other than Sustained Recommendations**

When Internal Affairs is notified that the Chief of Police has approved the recommended disposition of other than sustained, Internal Affairs will notify the employee via memorandum within 14 calendar days.

### **All Employees**

#### **Right to a Written Response**

Each employee has the right to respond, in writing, to a written disciplinary action taken against them, including a suspension or demotion. The employee has 30 calendar days from the date of service of the disciplinary document to provide the department with a written response. The written response will be submitted to the Chief of Police/designee via the chain of command. The employee's written response will follow the written disciplinary document through the processing steps and into the appropriate file(s). This right is separate from the appeals process, and may or may not be utilized by the employee.

#### **Appeals Process**

Employees may choose to exercise their rights under the appeals process without fear of disciplinary action for exercising that right. For appeals process guidelines, see Addendum A and applicable articles in the appropriate collective bargaining agreement.

#### **Review by Next Level Supervisor/Divisional Hearing**

Upon completion of an internal investigation, any recommended discipline may be appealed in accordance with the applicable collective bargaining agreement.

#### **Administrative Appeals Hearing**

An Administrative Appeals Hearing is a formal disciplinary grievance appeals process initiated by an employee wherein the Chief of Police/designee reviews investigations and disciplinary recommendations.

1. After the conclusion of the investigation and a recommendation for discipline has been made by the Chief of Police, the peace officer who was the subject of the investigation or any representative of the peace officer may, if the peace officer appeals a recommendation to impose punitive action, review and copy the entire file concerning the internal investigation, including, without limitation, investigative files, recommendations, documents, any recordings, notes, transcripts of interviews and other evidence pertaining to the case. This does not apply to any investigation which concerns alleged criminal activities.
2. If the employee elects to appeal for a sustained violation(s) of policy, the department will provide the employee with an opportunity for an Administrative Appeals Hearing. The appeals process will be activated in writing within 10 working days of the date of service to the employee through Internal Affairs. This process must be utilized or waived prior to commencing either the Civil Service or grievance/arbitration process.
3. If the charged employee does not request an Administrative Appeals Hearing within the appeal period, the disciplinary action(s) will be implemented by the charged employee's immediate supervisor within a period of time regarded as reasonable by the division

commander.

4. Within ten (10) working days after receipt of the appeal request, the Chief of Police/designee shall schedule a meeting with the aggrieved party and representative. The Chief of Police/designee will be supplied with the investigative files, recommendations, documents, and other evidence pertaining to the case as well as the charged employee's departmental and divisional personnel files.
5. The charged employee and/or his/her designated representative(s) may present their case, if any, before the Chief of Police/designee. The Chief of Police/designee will then decide if the original allegations are sustained. If the allegations are deemed to be sustained, the Chief of Police/designee will decide upon a corrective or disciplinary action, taking into consideration aggravating and mitigating circumstances.
6. The Administrative Appeals Hearing will be attended by:
  - The Chief of Police/designee;
  - An Internal Affairs investigator;
  - A representative designated by the Chief of Police/designee;
  - The charged employee; and If requested by the charged employee, his/her representative(s).
7. 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.
8. The Chief of Police/designee may remand the case for additional investigation.
9. The Chief of Police/designee may remand the case to Internal Affairs for recharging if he/she decides the charge(s) are inappropriate. Internal Affairs will recharge the employee by issuing a new disciplinary action report.
10. Employees may be allowed additional appeal levels as permitted by contractual agreement.
11. The Chief of Police/designee will notify Internal Affairs, in writing, of the specific final action taken by the department on each complaint.

#### Contract Grievance/Arbitration Process

Each employee may utilize their contract's grievance/arbitration process. This Grievance/Arbitration process covers disciplinary actions other than written reprimands or performance appraisals that do not result in a pay-step reduction. Employees may either choose this appeal process or the Civil Service Process, but not both. This Grievance/Arbitration Process is initiated by a written appeal directed to the City Manager's Office within 10 calendar days of the date of service of the disciplinary document.

#### Reno Civil Service Commission

Each employee may utilize the Reno Civil Service Commission to appeal applicable disciplinary actions brought against them. The initiation of the appeals process requires a written document requesting a hearing be placed before the Secretary of the Civil Service Commission within 10 calendar days of the date of service of the disciplinary document. This process may not be used if the Grievance/Arbitration process is used. Upon receipt of the written request for a hearing, the disciplinary action is automatically stayed until the hearing in accordance with Reno Civil Service Rules and Regulations applicable to the employee's classification.

## **Suspension Procedures**

When an employee is suspended, the following will take place:

1. The employee will contact the department's payroll clerk and complete the required documents, including a memorandum and signed leave C form approved by the employee's supervisor listing the suspension dates, with intended completion date. The employee may not deviate from this planned discipline schedule unless approved in advance by his supervisor.
2. An employee may be required to deposit his/her departmental identification card and badge (sworn employees) with his/her division commander at the beginning of a suspension. Upon completion of the suspension, the employee will retrieve his/her department identification card and badge from his/her division commander.
3. Employees, while on suspension, will not be considered to have authority or responsibility conferred upon them by the privileges of being employed by the City. Sworn personnel will not take any law enforcement action representing the Reno Police Department. Employees are still responsible for adhering to policies and procedures from which they have not been specifically relieved.

## **Suspension Days**

- Three (3) days or less, will normally be served within 90 calendar days.
- Four (4) days to eight (8) days, will normally be served within 180 calendar days.
- Nine (9) days or greater, will normally be served within 360 calendar days.

The Chief of Police or his designee may extend the time frame in which the suspension days must be taken in response to a written request submitted by the employee to the Chief. This will normally be done in exceptional cases where ten or more suspension days are ordered. The intent of this section is to not put undue financial hardship on the employee while maintaining the integrity of the discipline process.

## **Termination Procedures**

### **Pre-Termination Hearing**

An employee who receives a pre-termination hearing, as delineated within his/her individual employee contract, will not be removed from pay status until the outcome of the hearing. The purpose for this hearing is for the employee to respond to specific charges and present evidence on his/her behalf. The employee has the right to representation during this hearing.

### **Informational Memorandum**

When an employee is terminated for misconduct, following grievance and appeal procedures, an informational memorandum will be written by Internal Affairs to the affected employee informing him/her of:

- The reason for the dismissal;
- The effective date of the dismissal;
- A statement directing the employee to Human Resources for the status of fringe and retirement benefits after dismissal; and
- A statement as to the content of the employee's employment record relating to the

dismissal.

#### **Maintenance of IA Reports**

Actions taken by the Reno Police Department against its employees will be in accordance with department policies and procedures, Nevada Revised Statutes, Reno Civil Service Rules and Regulations, employee contract provisions, and court decisions. For a sustained complaint, only a copy of the disposition of the allegation of misconduct and a copy of the notice of or statement of adjudication of any punitive or remedial action against the officer will be placed in the employee's administrative files.

The Department will not place an unfavorable comment or document in the administrative files of an employee unless the employee has read and initialed or signed the comment or document. If the employee refuses to read, initial or sign the comment or document, a notation to that effect will be made and attached to the comment or document.

#### **Criminal Investigations**

If at any point during an internal investigation, evidence points to an employee's involvement in any type of criminal offense, or where the initial complaint alleges criminal conduct by an employee, the complaint/investigation will be immediately submitted to the appropriate division commander or the Chief of Police/designee for assignment to the Detective Division. Criminal investigations will generally take priority over administrative investigations. Detective Division personnel will be responsible for liaison with the prosecutor's office.

Criminal investigations involving department employees or relatives of department members will be handled in the same manner as criminal investigations involving non-employees. If a conflict of interest, as defined in this general order, should arise, the investigation will be assigned as necessary to negate the conflict. This may include the assignment of the investigation to an outside investigative agency if such assignment, in the opinion of the Chief of Police, would be in the best interest of the department. The Chief's office will maintain a list of acceptable investigative agencies within the State of Nevada for referral purposes.

#### **Right to Invoke**

In cases where there is a likelihood or possibility that an employee could face criminal sanctions and a criminal investigation occurs, the employee may exercise his/her right to protect himself/herself from self-incrimination and refuse to provide a statement. Exercising this right during the criminal investigation will have no adverse affect on the individual's employment status.

#### **Compelled "Garrity" Statements**

Employees can refuse to provide a statement related to a criminal investigation. However, they can be directed, as an employee, to provide a statement for use in an administrative investigation. When doing so, the employee must be admonished that the statement is compelled and cannot be used in any criminal proceeding against the employee. However, the compelled statement can be used by the department for any other purpose.

#### **Employee Refusal to Comply/ Insubordination**

If an employee refuses to provide a compelled statement upon the order of a supervisor for their own or another law enforcement agency in a criminal investigation in which they are not the

subject of the investigation, the department may charge the employee with insubordination.

### **Use of Garrity Statements**

Under current case law, a compelled Garrity statement constitutes use immunity for the officer providing the statement; thus, it cannot be used to criminally prosecute the officer compelled to make the statement. It can, however, be included in a criminal investigation that involves another party. It is the general policy of this Department to exclude compelled Garrity statements from use in any criminal investigation; however, exceptions may be made in the appropriate case.

### **Separation of Investigations**

It is the policy of this Department that parallel investigations of a single incident by different divisions within the Department or a Department division and an outside agency at the Department's request are kept completely separate. While this policy may result in some duplication of effort or result in officers giving more than one statement, it is essential that officers have confidence in the integrity of the investigations and the admonitions and protections provided.

### **Field Supervisor Responsibilities**

At the scene of an incident where an officer invokes, supervisors and officers arriving have the responsibility of assuring public safety and identifying and protecting relevant evidence. In order to fulfill that responsibility, the invoking officer will be required to answer questions directly related to public safety and evidentiary matters. The scope of the questioning will vary according to the specific conditions of the incident and will include, but not necessarily be limited to, questions concerning fleeing suspects, injured persons, and the location of relevant evidence. Invoking officers will be immediately directed by the first supervisor on scene to provide a compelled statement concerning only those issues identified above. As soon as the initial compelled statement has been obtained, the invoking officer will immediately be segregated from other officers and instructed not to discuss the case with anyone other than his/her representative. The employee will be afforded an opportunity to obtain representation before any additional statements are compelled.

### **Compelling Supervisor's Involvement in Investigation**

The supervisor compelling and receiving the exigent circumstances statement will not participate in the criminal investigation; his/her sole responsibility will be to direct other officers to attempt to locate suspects, other victims and/or evidence, in accordance with the information provided by the involved officer.

### **Arrests Made by Invoking Officer**

In the event an officer is involved in an incident during which he/she has made an arrest and there is a reasonable probability the incident will become the subject of a criminal investigation, he/she may choose to invoke. The officer may be compelled to complete the reports to include probable cause form and continuation report in support of the arrest. Not doing so would result in the defendant being released from custody and create the potential for civil litigation.

### **Internal Affairs Responsibilities**

Generally, Internal Affairs will be notified and respond immediately, along with the Department's

legal advisor, to incidents which may result in the employee invoking during a criminal investigation or to any major incident which may have legal repercussions for the Department and the officers involved in the incident. If an administrative investigation is directed, an Internal Affairs investigator will contact the employee, provide the required notice of administrative investigation, and schedule an interview to occur within a reasonable time period. If the employee desires, a compelled statement can be provided at the time of the incident. Criminal investigators will continue their investigation independent of the administrative investigation.

**Addendum A****APPEALS PROCESS GUIDELINE**

1. = Review by next level supervisor.  
2. = Written Response Right (30 Days).  
3. = Administrative Appeals Hearing.  
4. = Contract Grievance/Arbitration Procedures.  
5. = Civil Service Commission.  
\* = If it reduces pay.  
\*\* = If equal to one of the above types of disciplinary actions or combinations thereof.  
Those applicable processes may be utilized, i.e., two-day suspension of 4 days or more.

Note: OR means either contract grievance procedure OR Civil Service Commission, not both.

<u>Levels of Disciplinary Action</u>	<u>Applicable Appeal Process</u>				
	1.	2.	3.	4.	5.
Documented Oral Counseling (1st Step)	Yes	Yes	Yes	No	No
Written Reprimand (2nd Step)	Yes	Yes	Yes	No	No
Suspensions of 3 Days or Less (3 <sup>rd</sup> Step)	Yes	Yes	Yes	Yes	Yes
Suspensions of 4 Days or More (3 <sup>rd</sup> or 4 <sup>th</sup> Step)	Yes	Yes	<u>OR</u> Yes	Yes	Yes
Demotion (Not Confirmed)	Yes	Yes	Yes	Yes	No
Demotion (Confirmed)	Yes	Yes	<u>OR</u> Yes	Yes	Yes
Termination (Not Confirmed) (5 <sup>th</sup> & Final Step)	Yes	Yes	Yes	Yes	No
Termination (Confirmed) (5 <sup>th</sup> & Final Step)	Yes	Yes	<u>OR</u> Yes	Yes	Yes
Supplemental Performance Appraisal Form	Yes	Yes	Yes	*	No
Other**	**	**	<u>OR</u> **	**	**

**Addendum B**

**Field Admonition**

You are being ordered to provide answers to questions narrowly related to the public safety and evidentiary concerns of the incident that just occurred. Your answers constitute a compelled statement and cannot be used against you in any criminal proceeding. If you refuse to answer, your refusal will be considered insubordination and you will be subject to disciplinary action, up to and including termination.

At the completion of this limited questioning, you will be segregated from the other officers and will not be questioned further until your representative, if desired, has arrived.

## **EXHIBIT 2**

City Policy 403 - Work Time Approval

## **EXHIBIT 2**

City Policy 403 - Work Time Approval

## **CITY OF RENO – Policies and Procedures**

### **Work Time Approval**

<b>Approved by: Sabra Newby, City Manager</b>	<b>Number: 403</b>
	<b>Effective Date: 05-03-2019</b>

### **L PURPOSE**

The City of Reno allows eligible employees to earn accruals for vacation, sick, floating holiday leave, and to take other kinds of leave such as leave without pay. Paid leave is provided in an effort to protect employees from loss of income while they are not at work. The purpose of this policy is to ensure efficient, fair, and consistent administration of leave. The City has established the following policy and procedures to serve as guidelines to deal with a variety of issues.

### **II. REVISION HISTORY**

05-03-19      Adopted

### **III. REFERENCES**

20 CFR Part 1002

2008 National Defense Authorization Act

29 CFR §1904.8-§1904.12; 825; and Chapter V

Nevada Revised Statutes (NRS) 281.145; 293.463; 608; 613.335 and 616A-D

OSHA's Form 300 Log of Work Related Injuries and Illnesses information

### **IV. PERSONS AFFECTED**

All elected officials, officers, and City of Reno employees.

### **V. POLICY**

It is the policy of the City of Reno to afford the opportunity for all regular full-time and part-time employees to take time away from work in accordance with the established guidelines of this policy and with leaves afforded to them through federal, state, and local laws.

It is the policy of the City of Reno to require an accurate record of time worked to ensure that employees are compensated fairly and on a timely basis. Employees may be disciplined for using leave they do not have or for altering, falsifying, or tampering with time records. Disciplinary action shall result up to and including termination of employment, if it is demonstrated that an employee is improperly recording leave time for themselves or for others.

## VI. DEFINITIONS

- A. 5:8 Schedule – A fixed schedule that consists of eight hours worked for five days of the employee's work week.
- B. Authorized Supervisor – An employee's immediate supervisor or a supervisor designated to act in the absence of the immediate supervisor. In instances where no one has been designated to cover in the immediate supervisor's absence, supervision will flow up the chain of command.
- C. Exempt Employee – An employee who has been determined by the Human Resources Department to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) and, as such, not eligible for overtime compensation.
- D. Immediate Family – An employee's parent, spouse, child (step or adopted), or any other individual who stood *in loco parentis* to the employee when the employee was a child. A child is defined as an individual less than 18 years of age. If a child is incapable of self-care because of a mental or physical disability, such child shall be considered immediate family for the purposes of this policy. This includes individuals for whom the employee is the current legal guardian.
- E. Non-Exempt Employee – An employee who has been determined by the Human Resources Department to be covered by the minimum wage and overtime provisions of the FLSA and as such is eligible for overtime compensation.
- F. Off-Duty Time – Periods during which the employee is relieved from duty and is free to effectively use time for their own purposes.
- G. On-Duty Time – All time spent performing the job related duties for which the employee was hired and which provide a benefit to the employer, so long as the employer knows or has reason to believe the employee is performing the activities as assigned.
- H. Types of Leave – Depending on the type of leave or benefit requested, the employees may be required to complete the appropriate forms and comply with specific requirements. The following types of leave have been established for City employees:
  - Vacation Leave
  - Holiday Leave
  - Sick Leave
  - Compensatory Time
  - Floating Holiday Leave
  - Voting Leave
  - Leave without Pay
  - Military Leave
  - Court Appearance and Jury Duty Leave
  - Workers' Compensation Leave

- Family Medical Leave
- Administrative Leave (with or without pay)
- Paid Time Off (Regular Part-time employees only)

## **VII. RESPONSIBILITIES**

- A. The City Manager is responsible for approving written time and attendance guidelines which include defining instances in which an employee may activate to on-duty status for the purpose of performing emergency duties.
- B. The Human Resources Department is responsible for:
  1. Oversight of this policy to ensure it is consistently applied Citywide and for the proper administration of employee leave benefits and entitlements;
  2. Developing, implementing, and disseminating procedures and forms to administer the provisions of all City leave programs;
  3. The management and oversight of the City's workers' compensation program, assisting injured employees in securing treatment and returning to work, and for responding to any inquiries regarding workers' compensation issues or benefits; and
  4. Developing disciplinary guidelines for use by supervisors and managers regarding infractions of this policy and for reviewing and approving guidelines defining instances in which an employee may activate to an on-duty status for performing emergency duties.
- C. Department Heads are responsible for:
  1. Signing and attesting to the accuracy of the department's payroll records each pay period, after certification by each department's designated payroll representative;
  2. Taking appropriate corrective actions when violations of this policy are brought to their attention;
  3. Ensuring supervisors are taking appropriate and consistent action in relation to this policy;
  4. Issuing written guidelines (subject to review by the Human Resources Department and approval of the City Manager) defining instances in which an employee may activate to on-duty status for the purpose of performing emergency duties; and
  5. Ensuring that all department employees know how to report accidents and incidents; enforcement of safety procedures; providing modified duty

opportunities to expedite employees' recovery and return to work; and appropriately documenting OSHA-recordable injuries and illnesses.

D. Supervisors are responsible for:

1. Managing and being knowledgeable of the time worked by their employees;
2. Reviewing and certifying the accuracy of all work time, leave taken, special pay earned, and other pay exceptions recorded by the employee, including reconciling the time card to the required leave request documents; and
3. Verifying submission of timekeeping records to the department's designated payroll representative on any forms or via any software platform provided and in accordance with the timelines established by the City.

E. Employees are responsible for:

1. Non-exempt Employees – Receiving proper approval from an authorized supervisor or manager for use and accurately recording any overtime worked on their time card for the pay period in which the overtime was worked.
2. All Employees – Ensuring that work time, leave taken, special pay earned, and other pay exceptions are recorded on the time card as they occur, and not at the conclusion of the pay period; and
3. All Employees – Submitting complete records of time worked into the applicable time-keeping system, together with a copy of approved Leave Usage Reports, in accordance with the timelines established by the City.

F. Department timekeeping staff are responsible to keep full and accurate leave records consistent with this policy and any department rules regarding leave usage, and to report leave to Central Payroll. The department leave records should be maintained by department timekeepers. Central Payroll shall be the official records of the City regarding any payroll items.

## **VIII. PROCEDURES**

### **A. Compensation**

1. On-duty time, paid leave time, and time spent in an on-call or standby status will be eligible for compensation as determined by the requirements of federal, state, and local law, and the terms and conditions set out in the respective collective bargaining agreements or council resolutions.
2. Hours of Work and Pay Schedules
  - a. Except as may otherwise be established by the City or defined by a collective bargaining agreement or resolution, the City's standard workweek begins Friday morning at 12:01 a.m. and concludes Thursday night at midnight.
  - b. Wages and salaries for all City employees will be paid on a biweekly basis.
  - c. Hours per day and days per week for employees represented by a collective bargaining unit will be as established through the collective bargaining process; hours per day and days per week for non-represented employees will be as established by the department head and approved by the City Manager.
  - d. No employee may work from an unapproved worksite. An example of unapproved worksite is an employee's home. The City does not allow employees to telecommute for any reason.

### **B. Approval of Employee Work Schedule**

1. Variations in an employee's normal work hours which occur on a non-routine basis, including flexibility within the existing 5:8 schedule and variations on the start and end times within a day, must be approved in advance by the employee's supervisor.
2. A department may institute a modified work-week or alternative work schedule (individually or on a department, division, or unit-wide basis) with guidance from the Human Resources Department and the City Manager.
3. Shift Trades (Fire Department Only) – Employees who agree to trade work shifts will record the trade on forms provided by their department, and have the trade approved, in advance by an authorized supervisor.

C. Overtime

1. Compensation required under the provisions of the Fair Labor Standards Act (FLSA) will be paid to non-exempt employees at the rate of one and one-half (1 ½) times the employee's regular rate of pay for each hour worked in excess of the hours allowed under the designated FLSA work period.
2. Non-exempt employees may be eligible for additional overtime compensation based on the terms negotiated as part of a collective bargaining agreement or as established by council resolution, whichever is appropriate.

D. Leave Notice

1. All leave requests must be submitted to an employee's supervisor as far in advance of the leave time requested as possible.
2. Leave will be requested in conformance with departmental notice requirements and will be recorded and approved in advance by the employee's authorized supervisor.
3. If unforeseen circumstances, such as illness or injury that prevent requesting leave in advance, the employee will notify their supervisor as soon as possible in a manner consistent with department notification requirements. An employee must use proper notification protocol set out by their department for notification of the need to be off work. Upon return to work, the employee will record the leave time via the department-approved method for obtaining formal approval.
  - a. Departments may request a doctor's verification of an employee's unscheduled absence due to illness or injury if it extends beyond three working days, or for a period of less than three working days in instances where the department has a reasonable basis for doing so.
  - b. In instances of unexcused absences of three or more consecutive working days, the employee may be deemed to have abandoned their position and be separated from City employment.
4. Non-exempt employees shall account for leave taken by charging the time against the appropriate accumulated leave bank.
5. Failure to comply with these notice requirements may result in leave being denied or disciplinary action being taken.
6. Exempt employees shall not be required to record or charge partial day absences of four hours or less which occur on an infrequent basis. All

absences of greater than four hours will be recorded and charged against the appropriate accumulated leave bank.

**E. Holiday Leave**

1. The following holidays are observed by the City and shall be granted to employees with pay and to temporary employees without pay unless such temporary employees are required to be on duty:
  - New Year's Day (January 1)
  - Martin Luther King Jr. Day (Third Monday in January)
  - Presidents' Day (Third Monday in February)
  - Memorial Day (Last Monday in May)
  - Juneteenth (Third Monday of June)
  - 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)
  - Day after Thanksgiving (Friday)
  - Christmas Day (December 25)
2. Eligible employees will be entitled to a day off with pay 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.
3. In addition, employees may be eligible for additional floating holiday time based on the terms negotiated as part of a collective bargaining agreement or as established by resolution, whichever is appropriate.
4. 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 expressly excused by the department head.
5. For employees regularly scheduled for a Monday-Friday work week, whenever one of these holidays falls on a Saturday, the preceding Friday will be observed as a holiday; and should it fall on a Sunday, the following Monday will be observed as a holiday.

6. For employees regularly scheduled on a work week other than Monday-Friday, should the holiday fall on their first non-workday, the previous workday will be observed as that holiday, and should the holiday fall on their second or third non-workday, the following workday will be observed as that holiday.
7. An employee's holiday time off shall be equivalent to their regularly scheduled shift for one day.
8. Employees covered under the terms of a collective bargaining agreement or resolution should refer to the agreement for controlling language if the agreement is at variance with this section.

F. Floating Holiday Leave

1. Floating holidays are credited to an employee's leave bank on July 1st and expires the following June 30th. An employee shall not be compensated for any floating holiday if it is not used during the fiscal year.
2. Employees must schedule a floating holiday at least 24 hours in advance. The employee's supervisor must approve the holiday.
3. For purposes of pay, a floating holiday shall be treated like vacation leave.
4. Floating holidays may be used only in full-day increments.
5. Employee's floating holiday time off shall be equivalent to their regularly scheduled shift for one day.
6. Employees covered under the terms of a collective bargaining agreement or resolution should refer to the agreement for controlling language if the agreement is at variance with this section.

G. Vacation Leave

1. Department heads, or designees, will grant leave based on the organizational business needs of the department in order to complete all work required.
2. Expenditure of vacation leave shall be granted to regular employees in accordance with the following provisions:
  - a. It is the department head's responsibility to schedule vacations to ensure the efficient operation of the department and to provide annual vacation leave opportunities for employees while considering organizational business needs.
  - b. Vacation leave shall not be used during a period of suspension.

- c. The amount of vacation expended should not exceed the exact number of hours an employee is scheduled to work during the period in which leave is to be taken. Vacation leave shall not exceed the amount accrued at the time the leave expenditure begins.
- d. Vacation leave may only be requested in one hour increments. It is not the intention of this policy that employees shall be allowed to routinely use vacation in one hour increments. The employee's supervisor may approve use of emergency vacation leave in variable increments, if an appropriate request is made and appropriate approval is obtained.
- e. Holidays or other days not scheduled for work will be excluded in computing vacation leave expenditure.
- f. Service as a temporary employee will not be used in the calculation of vacation leave accrual.
- g. Upon separation, an employee shall be paid for the unused portion of vacation leave provided as per the applicable collective bargaining agreement or resolution. Notwithstanding the foregoing, any employee who is separated or resigns in lieu of discipline, to include termination, may be deemed ineligible for payment of accrued vacation leave. Vacation leave payout at the end of employment may be withheld if the employee owes any type of repayment to the City, including overpayment of wages.
- h. Vacation leave shall be scheduled in advance, based upon departmental procedures. Ideally, a written request to schedule vacation shall be submitted for approval at least two weeks in advance. However, work unit supervisors may, at their discretion, approve an employee's request for vacation leave upon a shorter notice or if an employee experiences an emergency situation. The employee should notify their supervisor of the need to request such vacation at the earliest time possible. Approval of requests for vacation leave with less than 72 hours' notice shall be limited to no more than three occurrences in a calendar year.
- i. All vacation leave requests over 120 continuous hours must be approved by the department head, except when vacation leave is taken as Family Medical Leave.
- j. Vacation accruals and maximum accrual amounts are outlined under the terms of either an employee's collective bargaining agreement or resolution.

3. Employees covered under the terms of a collective bargaining agreement or resolution shall also be governed by any applicable vacation provision of that agreement or resolution.

## H. Sick Leave

1. Sick leave shall be granted to regular full-time employees in accordance with the provisions of this section. Sick leave is provided as a benefit to the employee. Employees have no vested right to sick leave except as set forth below and in applicable collective bargaining agreements.
2. Sick leave is to be used in the following situations:
  - a. When employees are (1) incapacitated by their own sickness or non-job-related injury, or (2) absent from work for medical treatment appointments. Sick leave is not available for job-related injuries, whether incurred while working for the City or another employer entity, unless stipulated in collective bargaining agreement or resolution.
  - b. For necessary care and attendance of a member of the employee's immediate family who is incapacitated by illness, injury, or for absence from work for attendance at their medical treatment appointments.
  - c. After exposure to a contagious disease or ailment when attendance on the job, in the opinion of a physician, could jeopardize the health of others.
3. The City shall comply with the federal regulations regarding leave under the Family Medical Leave Act (FMLA) and shall administer the FMLA program according to City policy.
4. Sick leave with pay shall be granted to regular full-time employees in accordance with the following provisions.
  - a. Sick leave used shall not exceed the total amount accrued to the employee at the time of their absence.
  - b. If an employee does not have adequate accrued sick leave time, the employee may request to use accrued vacation leave time in lieu thereof, and such request shall not be unreasonably denied.
5. Sick leave should be computed as follows:
  - a. Sick leave shall be requested in one hour increments. The amount of sick leave expended should not exceed the exact number of hours an employee is scheduled to work during the period leave is taken. It is

not the intention of this policy for employees to routinely use sick leave in one hour increments.

- b. Holidays and other days not scheduled for work are excluded in computing sick leave expenditures.

6. Other Factors Relative to Sick Leave include:

- a. Sick leave shall not be used during periods of suspension.
- b. An employee who is absent from duty for reasons which entitle them to sick leave should notify their supervisor within a reasonable period prior to the beginning of the work shift, pursuant to department protocol, if physically able to do so.
- c. An employee utilizing sick leave may be required to provide their department head with documented evidence from their physician of such need under the following criteria:
  - 1) After three consecutive days of sick leave;
  - 2) Sick leave usage that results in a recognizable pattern in any 12-month period. Such usage shall be reviewed to determine if the excessive usage is justified. For the purposes of calculating excess usage of sick leave, any approved leave under the FMLA shall not be considered;
  - 3) An unjustified use of sick leave following a reasonable denial of other personal leave banks; or
  - 4) An established pattern of using sick leave such as, the use of sick leave in conjunction with regular scheduled days off or in conjunction with other personal leave three or more times within a six month period, or the use of sick leave in a consistent way that appears to be usage for personal convenience rather than legitimate eligible sick leave.

7. Sick leave accruals and maximum accrual amounts are outlined under the terms of either an employee's collective bargaining agreement or resolution. Sick leave hours shall accrue for each pay period the employee is in full pay status for a major portion of their regularly scheduled biweekly hours.
8. **Sick Leave Donations and Sick Leave Bank:** Please refer to the applicable collective bargaining agreement or resolution for information regarding the donation of sick leave hours and use of the voluntary leave transfer program.
9. False or fraudulent use of sick leave by an employee shall be grounds for disciplinary action, up to and including termination.
10. Employees covered under the terms of a collective bargaining agreement or resolution should refer to the agreement or resolution for controlling language if the agreement is at variance with this section.
11. **Bereavement Leave**
  - a. In the event of the death of a parent; spouse; child; sister; brother; mother-in-law; father-in-law; son-in-law; daughter in-law; grandparent of the employee or spouse; grandchild of the employee; or foster or step situations within these relationships, the employee may be granted bereavement leave according to the amounts provided in the applicable collective bargaining agreement or resolution. In the event of the death of a member of a part-time employee's immediate family, the employee may be granted a leave of absence with pay, which will not exceed the number of hours the part-time employee normally works for three regularly scheduled workdays. If the part-time employee has to travel more than 100 miles they may use up to two days of PTO.
  - b. The department head may require verification of death and relationship to the employee.
  - c. An employee may request to use other applicable leave for any additional time off needed beyond the amount of bereavement time provided in the employee's collective bargaining agreement or resolution.

I. Compensatory Time

1. Unless provided differently within a collective bargaining agreement, compensatory time may be accrued and used to compensate non-exempt employees for overtime worked in accordance with the provisions of sections outlined in this policy for hours of work and overtime per the Fair Labor Standards Act (FLSA). Employees covered under the terms of a collective bargaining agreement or resolution should refer to the agreement for controlling language if the agreement or resolution is at variance with this section.
2. Compensatory time shall be granted in accordance with the employee's collective bargaining agreement or resolution and is at the discretion of the department head.
3. Compensatory time shall not be used during a period of suspension.
4. During a period which qualifies for the use of sick leave, and in which an employee has exhausted accrued sick leave, the employee shall next use any accrued compensatory time before using accrued vacation leave.

J. Voting Leave

1. A sufficient time to vote shall be determined as follows:
  - a. If the distance between the place of such voter's employment and the polling place where such person votes is two miles or less - one hour will be granted;
  - b. If the distance is more than two miles but not more than 10 miles - two hours will be granted; or
  - c. If the distance is more than 10 miles – three hours will be granted.
2. Employees are encouraged to arrange to vote outside of their scheduled work hours.
3. Application by the employee for voting time shall be made to their supervisor no later than two weeks prior to the requested leave.
4. Employees shall be paid regular hours for the time needed to vote in accordance with these guidelines.
5. Any supervisor authorized to grant leave for voting privileges, shall not deny any registered voter any rights to leave granted under this section.

**K. Court Appearance and Jury Duty Leave**

1. Any employee required by legal process to serve on any jury or to appear for jury selection shall receive their regular salary as though they were actually on duty during this time.
  - a. Employees receiving summons for jury service shall immediately notify their department head to make any necessary scheduling changes.
  - b. If the employee is released from jury service and four or more hours are remaining in the employee's scheduled work shift, they shall report to their department to resume work for the remainder of their regular shift.
  - c. If an employee serving jury duty receives a check for jury duty services, it is required that the employee bring the check to the Human Resources Department. The employee shall endorse over the check to the City of Reno.
2. Any employee ordered by the legal process to appear as a witness in court or at another judicial or administrative tribunal shall be subject to the following regulations:
  - a. If called as a witness during work hours for any proceeding which arises out of the employee's City work duties, the employee shall receive their regular salary for all hours involved in responding to, participating in, and being available for the witness service;
  - b. If called as a witness during work hours for any criminal proceeding or for any civil proceeding wherein the employee is testifying on behalf of the City, the employee shall receive their regular salary for all hours involved in responding to, participating in, and being available for the witness service; or
  - c. If called as a witness in any other civil proceeding, the employee may utilize paid or unpaid leave, as approved by their supervisor.
3. With respect to both jury duty and witness appearances, the department and the employee shall work together to utilize temporary shift changes and other methods of workload coverage to facilitate the employee's appearance.

**L. Domestic Violence in the Workplace**

1. If an employee discloses that they have been the victim of domestic abuse, the employee's supervisor shall refer the employee to a Victim Advocate in the Office of the City Attorney. Supervisors and managers should continue to support the employee and, with the Victim Advocate, implement a workplace safety plan or any other recommended courses of action.
2. At times, an employee may need to be absent from work due to domestic violence, and the length of time should be determined by the individual's situation. This time period shall be determined through collaboration with the employee, the employee's supervisor, the Human Resources Department, and the Office of the City Attorney.

**M. Emergency Condition Leave**

1. The City Manager may issue an advisement to employees concerning the condition that gives employees the option of leaving work prior to the end of their regularly scheduled shift.
2. Employees who, with the approval of the City Manager, choose to leave earlier than advised by the City Manager shall use vacation or compensatory leave to make up the difference between the time they leave and the end of their regularly scheduled shift.
3. The City Manager may issue an order closing all or some City offices, buildings, or services. Employees not performing public safety functions shall be excused with pay for the remainder of the employee's shift and are required to leave. Employees who have voluntarily taken the day off or a portion of the day off at the time of the order will not be excused with pay and the time off shall be charged to the appropriate leave category.
4. In the event that the City Manager issues the option to stay home or requires employees to stay home for more than one day, the above rules apply to each situation.

**N. Workers' Compensation**

1. Workers' Compensation covers those injured on the job or those who develop an occupational disease. The City is self-insured and all claims are managed by a Third-Party Administrator.

## 2. Reporting Requirements

- a. Supervisors must notify the Human Resources Department immediately if an accident results in a fatality, any amputation, or hospitalization of an employee.
- b. Employees are required to immediately report all injuries and accidents to their supervisor. The employee must complete a Notice of Injury or Occupational Disease (C-1 form) and submit it to their supervisor within seven days of any injury or accident that occurs on the job. Failure to complete this form within the required time frame, except when emergency medical treatment has been obtained, will normally result in the denial of any subsequent claim for compensation underworkers' compensation statutes (NRS 616 or 617).
- c. Supervisors must forward a copy of the C-1 form to their department workers' compensation representative within 24 hours of receiving it from the employee.
- d. Supervisors must also complete and submit a Supervisor's Report of Accident Investigation form to their department workers' compensation representative within five working days receipt of the C-1 form from the employee.
- e. Department workers' compensation representatives must complete an Employers' Report of Industrial Injury or Occupational Disease (C-3 form) with the third-party administrator within six working days after receipt of a Physician's Report of Injury (C-4 form) for an employee who has sought medical treatment for an on-the-job injury or occupational disease. Failure to return this form within the period specified may subject the City to fines levied by the state.
- f. If the validity of the claim is doubted or there are extenuating circumstances, the supervisor is expected to provide complete and detailed information to be included on the C-3 form.

- g. Each department must record on an OSHA's Form 300 "Log of Work Related Injuries and Illnesses" information about every work-related death and every work-related injury/illness that results in loss of consciousness, restricted work activity, job transfer, days away from work, medical treatment beyond first aid, significant injuries/illnesses diagnosed by a physician or licensed healthcare professional, and injuries/illnesses that meet any of the specific recording criteria listed in 29 CFR §1904.8 through §1904.12. For each recordable case, the department must also complete an OSHA's Form 301 Injury and Illness Incident Report within seven calendar days of receipt of information that an OSHA recordable work-related injury or illness has occurred. The Human Resources Department can assist if the department has any questions.
- h. Supervisors must maintain contact with the injured employee while they are off work and advise the Human Resources Department if assistance is needed in any aspect of the employee's case.
- i. Employees who have sought medical care for a work-related injury or illness must secure a physician's release for duty and submit it to their supervisor before they will be allowed to return to work with or without restrictions.
- j. Supervisors must monitor any modified duty program to ensure it meets the employee's abilities or limitations.
- k. Each department, from February 1st to April 30th, must post in the place where notices to employees are customarily posted a completed OSHA's Form 300A "Summary of Work-Related Injuries and Illnesses" for the previous calendar year. This summary, as well as the OSHA's Form 300 Log and Form 301 "Injury and Illness Incident Reports", must be forwarded to the Human Resources Department by January 10th for compliance review. OSHA forms shall be retained for five years following the year to which they pertain.

3. Securing Medical Treatment

- a. Non-Emergency Situations: Employees must seek medical and mental health care services from a panel of medical providers contracted by the City's third-party claims administrator (TPA) to specifically handle industrial injuries and illnesses. The names and locations of panel primary care providers are posted at City work sites and can be obtained from the Human Resources Department. The Workers' Compensation Program will typically cover the cost of the first visit to a panel primary care provider regardless of claim status; however, services received from non-panel providers without written pre-authorization will not be covered by workers' compensation unless subsequently justified, and may not be covered under group health insurance. Please see the City's intranet site or the Human Resources Department for a list of the local primary care facilities on the City's panel.
- b. Life-Threatening Medical Emergencies: Call 911 (from City system telephones, dial 9-911). If immediate treatment is required to minimize the risk of death or permanent physical impairments, emergency medical response will transport the patient to the nearest hospital emergency room.

4. Drug Testing: An injured worker seeking treatment for a work-related injury may be subject to a drug or alcohol test.
5. Timekeeping: Lost time shall be recorded in the timekeeping system as Workers' Compensation Leave subject to review and approval by the Human Resources Department, or as directed by the employee's collective bargaining agreement or resolution.
6. Return to Work after Injury: It is the employee's responsibility to notify their supervisor immediately of any work restrictions following a doctor visit or hospital visit. Prior to returning to work, the employee shall present to the Human Resources Department, a statement indicating release to full duty or released to modified or restricted duty.

7. **Modified (Light) Duty:** It is the employee's responsibility to notify their supervisor and the Human Resources Department if they are released to work modified duty. If the supervisor cannot accommodate modified duty restrictions, the Human Resources Department should be notified immediately. The Human Resources Department will make every attempt to find a modified duty assignment for the injured employee. An employee that has filed a workers' compensation claim cannot refuse a reasonable offer of a modified duty assignment without jeopardizing their workers' compensation benefits. Modified duty assignments are intended to be short-term in nature with the intent to return the employee to full duty. Collective bargaining agreement restrictions may be applicable.

**O. Family Medical Leave Act (FMLA)**

1. **FMLA Eligibility:** An employee who has worked for at least 12 months and has worked at least 1,250 hours over the previous 12 months will be eligible up to 12 weeks of unpaid leave for:
  - a. The birth of a child or placement of a child for adoption or foster care;
  - b. To bond with a child (leave must be taken within 1 year of the child's birth or placement);
  - c. To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
  - d. For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
  - e. For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent; or
  - f. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.
2. Forms can be obtained from the City of Reno Intranet or from the Human Resources Department.

- a. For a planned absence, employees must notify the Human Resources Department at least 30 days in advance of the requested leave date and submit the applicable certification from a health care provider, adoption agency, or military orders. Failure to provide reasonable notice to the Human Resources Department may result in denial of the request. FMLA documents should always be submitted directly to the Human Resources Department.
- b. In unexpected or unforeseeable situations, the employee should provide as much notice as is practicable, usually verbal notice within two business days of when the need for leave becomes known, followed by the applicable certification from a health care provider, adoption agency, or military orders to the Human Resources Department.
- c. Eligible employees must submit a completed Certification of Health Care Provider form within 15 calendar days after the formal request for leave is submitted.
- d. Within five business days (absent extenuating circumstances) after receiving notification for FMLA leave or knowledge of a qualifying situation, the Human Resources Department will provide the employee with a written notification containing the following information:
  - 1) Whether the leave will be counted against the employee's FMLA leave entitlement;
  - 2) Requirements for furnishing medical certification for a serious health condition and the consequences for failing to do so;
  - 3) Whether the employer will require the substitution of paid leave;
  - 4) Requirement for making any health benefit premium payments;
  - 5) Consequences for failing to make timely health benefit premium payments (should they be required) and circumstances under which health benefit payments might lapse;
  - 6) Employee's right to restoration when leave is completed;
  - 7) Requirements to submit to a fitness-for-duty certificate to restore employment; and

- 8) Employee's potential liability if the employer makes the employee's health insurance premium payments while the employee is on unpaid FMLA leave if the employee fails to return to work.
- e. In cases where the Human Resources Department is initially unable to determine if the leave qualifies as FMLA leave; the leave will be provisionally designated as FMLA Leave pending receipt of the Certification of a Health Care Provider form.
- f. If an employee requests leave because of a serious health condition for themselves or a family member, the employee may be entitled to take FMLA on an intermittent or reduced schedule basis. However, the medical condition must be documented as being medically necessary and the employee must give the City reasonable notice and make reasonable effort to schedule the treatment so as not to disrupt their regular work schedule.
- g. The City may require documentation from a physician or practitioner to establish medical necessity for intermittent leave to certify the employee's fitness for duty and to re-certify the medical condition at reasonable intervals of not less than thirty 30 days.
- h. The City may require an employee to obtain a second or third medical opinion, at the City's expense, to ascertain the adequacy or validity of a medical condition.
- i. Employees must contact the Human Resources Department no less than five business days before they anticipate returning to work. The Human Resources Department will determine if the employee will be reinstated, and if so, whether to their former position, to an equivalent position, or to a different position. Human Resources will coordinate with department heads to facilitate the employee's return to work.
- j. If the employee is unable to return to work at the conclusion of the FMLA leave or elects not to return to work, the Human Resources Department will consult with the Office of the City Attorney to determine whether:
  - 1) The employee is covered by another federal or state law or by the terms of a labor agreement or resolution; or
  - 2) The City will seek to recoup health insurance premiums paid during the leave period.

3. When an employee has been absent from work more than three days or has requested leave for more than three days for an event which may qualify as FMLA, that employee's supervisor must notify the Human Resources

Department immediately. The supervisor, in absence of the employee, will be responsible for ensuring timekeeping records are complete.

4. If both spouses work for the City, their total leave in any rolling twelve-month period will be limited to 12 weeks or 480 hours if the leave is taken for the birth, adoption of a child, or to care for an ill parent.
5. Employees retain their accrued benefits while on unpaid leave of absence due to approved FMLA. However, they are not entitled to accrue employment benefits, such as vacation leave or sick leave, during any period of unpaid leave.
6. Employees who are granted unpaid family leave and who return to work after the twelve-week period are eligible to continue to carry the City's health insurance for the entire twelve-week period based on the current rates. However, if the employee does not return after the unpaid absence for reasons other than a serious continuation, recurrence, or a serious health condition of their own or a family member's, the cost of the health insurance during the period of unpaid leave of absence will be billed to the employee. After any combination of paid leave is exhausted, insurance coverage may be continued by applying for COBRA benefits and paying the appropriate premium for coverage desired.
7. If an employee requests leave because of a serious health condition for themselves or a family member, the employee may be entitled to take FMLA on an intermittent or reduced schedule basis. However, the medical condition must be documented as being medically necessary and the employee must give the City reasonable notice and make reasonable effort to schedule the treatment so as not to disrupt their regular work schedule.
8. The City may request recertification from the employee's physician every 30 days. The City may request a re-certification from the employee's physician in less than 30 days if:
  - a. The employee requests an extension of leave;
  - b. Circumstances described by the previous certification have changed significantly; or
  - c. The City receives information that casts doubt upon the employee's stated reason for the absence.
9. Employees returning from FMLA have the right to be returned to the position held when they went on leave or placed in an equivalent position with equivalent pay and benefits. The use of FMLA cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

10. In all cases where an employee is absent for more than three days due to a workers' compensation illness or injury, the employee will be notified that FMLA will run concurrent with the workers' compensation leave.
11. No employee shall engage in outside employment while on FMLA.
12. The City of Reno complies with the National Defense Authorization Act (NDAA) permitting a spouse, son, daughter, parent, or next of kin to take up to 26 weeks of leave to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or on the temporary disability retired list for a serious injury or illness.
  - a. The NDAA also permits an employee to take up to twelve weeks of FMLA leave for any qualifying exigency arising out of the fact the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces of a contingency operation.
  - b. The process for eligibility and granting NDAA is the same as outlined in FMLA eligibility.
13. FMLA makes it unlawful for the City to interfere with, restrain, or deny the exercise of any right provided under FMLA, discharge or discriminate against any person for opposing any practice made unlawful by FMLA; or for involvement in any proceeding under or relating to FMLA.
14. The U.S. Department of Labor is authorized to investigate and resolve FMLA complaints of violations. An eligible employee may bring a civil action against the City for FMLA violations. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state, local law, or collective bargaining agreement, which provides greater family or medical leave rights.

**P. Paid and Unpaid Administrative Leave.**

1. Paid Administrative Leave (subject to applicable collective bargaining agreements)
  - a. During certain circumstances, the department head, without prior notice, may put an employee on paid administrative leave for a specified amount of time.
  - b. For paid administrative leave, the Human Resources Department will notify the employee in writing of the start and end of the paid administrative leave. It is the responsibility of the employee's supervisor to report all paid administrative leave to the Human Resources Department.
  - c. Annual leave and sick leave will continue to accrue at the normal rates as indicated in a collective bargaining agreement or resolution while on paid administrative leave.
2. Unpaid Administrative Leave (subject to applicable collective bargaining agreements)
  - a. During certain circumstances, the department head, without prior notice, may place an employee on unpaid administrative leave for a specified amount of time.
  - b. For unpaid administrative leave of more than eight hours, the Human Resources Department will notify the employee in writing of the start and end of the unpaid administrative leave.
  - c. Annual leave and sick leave will not accrue at the normal rates as indicated in a collective bargaining agreement or resolution while on unpaid administrative leave.

**Q. Leave of Absence without Pay**

1. For employees within their initial probationary period, department heads may grant a leave of absence without pay for up to 40 total hours with the approval of the Director of Human Resources. Any absences not so approved or in excess of the 40 total hours may be grounds for dismissal. It is the responsibility of the employee's supervisor to report all such probationary absences to the Human Resources Department.

2. Department heads may grant leave of absence without pay for a specified period. If such leave is for more than 30 consecutive calendar days, the Human Resources Department should record it on a personnel action form for approval.
3. Unauthorized absence from duty will be without pay. Upon returning, the employee may be subject to disciplinary action up to and including termination.
4. Before leave without pay may be granted to extend a period of leave beyond the amount of accrued sick leave, the employee should present to the City a physician's statement of their continued inability to perform their normal duties and an estimation of the number of days the employee expects to be absent from work (see "Sick Leave").
5. Non-medical or non-FMLA related absences which are pre-scheduled at least 24 hours in advance and approved by the employee's supervisor will be coded as unpaid authorized leave without pay and will not be considered negatively or held against the employee with regard to performance reviews, promotional consideration, or any other employment factors.

R. Military Leave

1. When an employee enters a recognized branch of the Armed Forces of the United States, whether voluntary or involuntary, the following shall apply:
  - a. In accordance with NRS 281.145, City employees who are active members of the Army, Naval, Marine Corps, Coast Guard or Air Force Reserve, or the National Guard must be relieved from their duties, upon their request, to serve under orders without loss of their regular compensation for a period of not more than the number of hours equivalent to 15 working days in any one calendar year.
  - b. An employee, whose work schedule includes Saturday or Sunday, will receive their regular compensation for a period of not more than 39 working days in any calendar year.
  - c. For military orders exceeding the paid working days working days in a 12-month period, the employee will be granted military leave without pay for the duration of the employee's active service.
2. The City of Reno complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
  - a. USERRA prohibits discrimination in employment because of an employee's military service. It protects an employee's right to reemployment, maintaining their seniority rights, and entitles employees to some benefits during and after their military service,

provided they perform qualifying military service and fulfill their obligations under federal and state law. The term reemployment used in the context of USERRA applies to employees when they return from a period of qualifying active duty military service, whether an employee remains an employee of the City of Reno on military leave (paid or unpaid) or separates.

- b. USERRA covers an employee's military service provided they meet all of the following conditions.
  - 1) Employees must perform military service as a member of the uniformed services as an Intermittent Disaster-Response Appointee or as a member of a category of other persons who are designated by the President as uniformed services in time of war or emergency.
  - 2) Qualifying as members of the "uniformed services" are:
    - Members of the Army, Navy, Air Force, Marine Corps, Coast Guard, Public Health Service (Commissioned Corps);
    - Members of the Army Reserve, Air Force Reserve, Navy Reserve, Marine Corps Reserve, Coast Guard Reserve, Public Health Service (Commissioned Corps Reserve); or
    - Members of the Army National Guard or Air Force National Guard when performing military service under Title 10 or Title 32 United States Code.
  - 3) State military service is not uniformed service and is not protected by USERRA.
- c. Members must be employed by the City of Reno when their military service commences.

- d. Employees must provide advance notice, written or oral, to their supervisor and the Human Resources Department before departing for military service, unless advance notice cannot be given because it is impossible. Advance notice that employees must give will be based on the employee's circumstances. If an employee does not provide advance notice, the City of Reno must allow the employee to perform military service when they are ordered to do so. However, the military service that an employee performs without having given advance notice is not protected by USERRA and the employee would not be entitled to the employment protections and benefits provided by USERRA.
  - 1) Employees must meet with the Human Resources Department at their departure and return to receive necessary information regarding their employment and benefits and to complete required forms.
- 3. USERRA Reemployment: Upon release from active duty military leave an employee must notify the City of their intent to return to work in accordance with USERRA. Reemployment employees are eligible to return to City employment after a period of USERRA protected military service if they meet all of the following requirements.
  - a. An employee must provide documentation that shows the following when they apply for reemployment.
    - 1) Service Lasting 30 Days or Less: No documentation is required. A supervisor may check with an employee's military command to verify service. Employees may be required to provide contact information for their military command;
    - 2) Service Lasting 31 Days or More: Documentation is required that shows the length of an employee's military service, the character of their separation from military service, and the date of their separation from military service. (A Department of Defense [DD] Form 214 Member 4 Copy, Certificate of Release or Discharge from Active Duty, is a document that contains all of the required information);

- 3) Disability Incurred During Military Service: If an employee incurs a medical condition or injury during military service that prevents them from performing the essential tasks of their City job, it is the employee's responsibility to provide the City with medical documentation that explains their limitations and work restrictions. This documentation is required in order to reemploy in the proper position. USERRA provides for special placement and training for employees who are unable to return to their regular position because of a disability that is incurred or aggravated during military service; or
- 4) If documentation is not readily available, employees are still entitled to be promptly reemployed. However, all returning employees are required to obtain the required documents, and if an employee is reasonably able to do so, assist the City to get the documents.

b. Application for reemployment should be made with the Human Resources Department. At the time of the reemployment application, the employee must provide documentation in order to establish the end date of the active duty military leave and the employee's honorable discharge from military service. The provided documentation will provide the Human Resources Department with information to ensure that:

- 1) Application is timely;
- 2) The individual has not exceeded the five-year limit on the duration of service; and
- 3) The individual's separation or dismissal from service was qualifying.

c. Appropriate documentation can include:

- 1) DD 214 Certificate of Release or Discharge from Active Duty;
- 2) Copy of duty orders prepared by the facility where the orders were fulfilled carrying an endorsement indicating completion of the described service;
- 3) Letter from commanding officer of a Personnel Support Activity or someone of comparable authority;
- 4) Certificate of completion of military training school;
- 5) Discharge certificate showing character of service; or

- 6) Copy of extracts from payroll documents showing periods of service.

#### 4. Discrimination

- a. Employment discrimination in terms of hiring, promotion, termination, and benefits USERRA covers past, current, or future military obligations is prohibited. The ban is broad and protects past members, current members, and individuals who apply to be a member of any of the branches of the uniformed services.
- b. Employers are also prohibited from retaliating against anyone who:
  - 1) Files a complaint pertaining to USERRA;
  - 2) Testifies, assists or otherwise participates in an investigation or proceeding under the law; or
  - 3) Exercises any right provided under the law.
- c. An employee who believes a violation of this policy has occurred should immediately contact the Director of Human Resources to report the violation.

#### S. Regular Part-Time Employees

1. Holidays: Employees shall be entitled to time off from work with pay, prorated to the employee's hourly schedule, for the following holidays. All holidays shall be deemed to occur on the dates observed by the State of Nevada.
  - New Year's Day (January 1)
  - Martin Luther King Jr. Day (Third Monday in January)
  - Presidents' Day (Third Monday in February)
  - Memorial Day (Last Monday in May)
  - Independence Day (July 4)
  - Labor Day (First Monday in September)
  - Nevada Day (Last Friday in October)
  - Veteran's Day (November 11)
  - Thanksgiving Day (Fourth Thursday in November)
  - Day after Thanksgiving (Friday)
  - Christmas Day (December 25)

2. Paid Time Off (PTO): Regular Part-time Employees shall be entitled to accrue Paid Time Off. PTO provides a benefit consisting of paid time while away from work based on credited service and work schedule. There is no distinction among absences due to sick time or vacation. If employees maintain a positive balance of PTO, the PTO will be paid to cover the time absent.
  - a. Method of Calculation: PTO is credited and accrues at the end of each completed pay period. PTO accrues from the date of hire, but is not available for use until the end of the first 90 days of service.
  - b. Accrual Rate: Employees will earn PTO at the rate of 0.06 hours of PTO for each scheduled hour per pay period. Twenty-six pay periods per year would provide 156 hours of PTO.
  - c. PTO Usage: Planned absences must be scheduled in advance in accordance with the procedures established by each department. Approval of such requests is subject to the business operations, as determined by the department director. If an employee is absent and has no PTO accrued, the absence will be recorded as unpaid. Absences, paid or unpaid, are unexcused unless approval for the absence has been granted.
  - d. Employees may not use PTO during a pay period unless there is a balance in their accrual bank in the pay period prior to use. Employees cannot borrow against future PTO accruals. PTO may only be used in one-hour increments.
  - e. PTO Accrual and Cash Out: PTO maximum accrual in an employee's bank is equivalent to that number which can be earned in a one-year period plus the number of hours for which an employee is regularly scheduled to work in one week. If the maximum accrual is reached, no further PTO will be earned or accrued until the accrued balance is reduced through usage. PTO will not be cashed out except upon separation of employment.

END

## **EXHIBIT 3**

City Policy 107 - Safety

## **EXHIBIT 3**

City Policy 107 - Safety

## CITY OF RENO – Policies and Procedures

### Safety

Approved by: Sabra Newby, City Manager

Number: 107

Effective Date: 08-02-2019

### I. PURPOSE

The purpose of this policy is to establish the City's position of maintaining a safe work environment for employees and the public, in compliance with all applicable Federal, State, and local laws/regulations. Employees are the most important resource, and the City of Reno will foster a culture that protects and promotes the health and safety of all staff.

### II. REVISION HISTORY

08-02-2019 Adopted

### II. REFERENCES

CDC MMWR. Updated US Public Health Service Guidelines for the Management of Occupational Exposures to HBV, HCV, and HIV and Recommendations for Post Exposure Prophylaxis. Vol. 50. No. RR-11. June 29, 2001

CDC MMWR. Updated US Public Health Service Guidelines for the Management of Occupational Exposures to HIV and Recommendations for Post Exposure Prophylaxis. Vol. 54. No. RR-9. September 30, 2005

CDC MMWR. Appendix B Immunization Management Issues. Vol. 54. No. RR-16. December 23, 2005

City of Reno Blood Borne Pathogen/Exposure Control Plans

Citywide Safety Plan

Fire Department Safety Plan

NRS 202.260 through 202.3653; and 33.200 *et. seq.*; 441A.040 and 441A.195; and 616C

OSHA Policy 20CFR 1910.1030

### IV. PERSONS AFFECTED

All elected officials, officers, volunteers, and City of Reno employees.

### V. POLICY

It is the policy of the City of Reno to maintain a safe working environment for employees and the public. All City employees are expected to obey safety laws and regulations and to exercise caution in all work activities. The City has adopted a comprehensive written safety program to provide direction for employees in the proper methods of performing their duties in a safe manner, and for handling emergencies quickly and safely. The City is committed to providing employees' education, training, personal protective equipment, and the proper equipment

reasonably necessary for safe performance of job duties. The City is committed to working with City employees and other individuals on or in City property to maintain a workplace free from violence or threats of violence.

It is the policy of the City of Reno to offer appropriate, rapid treatment to employees who are occupationally exposed to blood and body fluids. While firefighters and police officers are at greatest risk of exposure, other employees may also be exposed during the performance of their jobs. It is critical that each situation be evaluated in accordance with current nationally accepted protocols that promote optimal outcomes for employees. The City of Reno protocols incorporate the latest Center for Disease Control (CDC) recommendations.

## VI. DEFINITIONS

- A. **Batterers' Intervention Programs** – Programs batterers attend that are designed to eliminate violence in intimate relationships, stop other forms of abusive behavior, and increase victim safety.
- B. **Bloodborne Pathogen (BBP) Exposure** – An exposure incident that involves a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with human blood or bodily fluids defined Nevada Revised Statutes (NRS) 441A.040 and NRS 441A.195 that results from the performance of a worker's duties.
- C. **Domestic Violence** – A pattern of coercive behavior that is used by one person to gain power and control over another. Domestic violence occurs between current or former intimate partners; between people of all racial, economic, educational, and religious backgrounds; in heterosexual and same sex relationships; whether the individuals are living together or separately; married or unmarried; or in short-term or long-term relationships.
- D. **Electronic Patient Care Report** – A computer based program utilized by the Reno Fire Department for documenting all emergency medical services calls and reporting to National Emergency Medical Services Information System or its successor.
- E. **Exposed Employee/Volunteer** – A City of Reno employee/volunteer who has been exposed to human blood or bodily fluids.
- F. **Firearms and Dangerous Weapons** – Any weapon defined in NRS 202.260 through 202.3653. Non-projectile electronic stun devices will be exempted from this definition.
- G. **Personal Protective Equipment (PPE)** – Any designated protective clothing, helmets, goggles, or other garments or equipment designed to protect the wearer's body from injury or infection.

- H. **Safety Committee** – A committee comprised of employees selected by each bargaining unit, other interested employees, and representative of departments throughout the City.
- I. **Source Subject** – Person whose blood or other potentially infectious materials has come in contact, ingestion, penetration, or other form of exposure to another person (exposed employee).
- J. **Workplace** – All on-site locations, including adjacent parking areas, extended City property, and all remote locations where employees engage in City business.
- K. **Workplace Violence** – Any threat, assault, battery, harassment, stalking, or other form of intimidation, generally defined as any act, gesture, or statement which would cause a reasonable person to believe that they or a third party is in physical danger; and any act that is physically damaging to a City employee or City property regardless of the location of the City property.
- L. **Workplace Violence Team** – A group comprised of appropriate individuals, to include representatives from the Human Resources Department, Police Department, Office of the City Attorney, and representatives from the department from which a complaint originated. The Workplace Violence Team is headed and coordinated by the Human Resources Department and is advised by the Office of the City Attorney.

## **VII. RESPONSIBILITIES**

- A. All employees are responsible for:
  1. Surveying their worksite at the start of every new job to identify and note any environmental threats to their safety;
  2. Assess their own readiness to undertake a new job or task;
  3. Immediately reporting any unsafe or hazardous working conditions to their supervisor and the City's Safety Officer;
  4. Reporting Workplace Violence, or any occurrence reasonably believed to be a threat of Workplace Violence, directed at them or others to their immediate supervisor or assigned department head, or in the case of immediate danger, to the appropriate authorities as outlined within this policy;
  5. Immediately reporting to their supervisor any instance in which they believe they may have been exposed to blood or other bodily fluids immediately;
  6. Within seven days of the exposure, an exposed employee must complete and submit a C-1 Notice of Injury or Occupational Disease (attached); and

7. Filing a "C-4 Employee's Claim for Compensation/Report of Initial Treatment" at the place of initial treatment to establish medical documentation of the exposure and potential eligibility for future workers' compensation benefits should active disease later develop.

B. Supervisors are responsible for:

1. Working with employees to assess and address potentially unsafe or hazardous working conditions;
2. Ensuring employees are, at all times, using tools required for a job which are in proper working order and are wearing appropriate PPE for the job they are performing;
3. Contacting the Reno Fire Department (RFD) Fire Safety Captain when notified of a bloodborne pathogen exposure; and
4. Completing and submitting a corroborating Supervisor's Report of Accident Investigation (attached) as outlined in City policy if assigned to an exposed employee.

C. Department heads are responsible for:

1. Promoting a culture within their assigned department, programs, and staff that values employee and operational safety;
2. Considering any suggestions or concerns about employee safety;
3. The administration and enforcement of this policy within their respective departments;
4. Immediately notifying the Human Resources Department of all reports of Workplace Violence, regardless of the degree or nature of the report; and
5. Implementing this policy immediately upon learning of an employee's exposure to blood or other bodily fluids.

D. The Office of the City Attorney is responsible for ensuring compliance with all applicable laws related to safe working conditions for employees, including assistance with Workplace Violence processes and BBP Exposure processes.

E. The Fire Department is responsible for:

1. Developing and maintaining, in conjunction with the Safety Committee, the Citywide Safety Plan in compliance with applicable laws and regulations; and

2. Distributing copies of the plan and forms to each department.

F. Risk Management is responsible for:

1. Reviewing safety-related issues reported in workers' compensation claims and accident reports, in conjunction with the Office of the City Attorney and the Human Resources Department;
2. Providing assistance in identifying and recommending solutions to safety-related work conditions, in conjunction with the Office of the City Attorney and the Human Resources Department;
3. Evaluating accidents to identify trends;
4. Receiving, authenticating, and coordinating an investigation into complaints of Workplace Violence;
5. Bringing together the Workplace Violence Team to assist in investigations; Coordinating necessary safety training and risk assessment;
6. Conducting inspections of work environments;
7. Appropriate training and supply of the Fire Safety Officers and other key supervisory personnel;
8. Reviewing all City of Reno Exposure Reports (attached); and
9. Quality assurance of the safety program.

G. The Neighborhood Services Department is responsible for promoting safety awareness Citywide.

H. The Public Works Department is responsible for organizing the activities of the Safety Committee.

I. The Fire Department Safety Captains are responsible to ensure the proper documentation of the Bloodborne Pathogen exposure in order to establish medical documentation. This includes the accurate and thorough completion of the following, as applicable:

- Notice of Injury or Occupational Disease (Incident Report);
- City of Reno Exposure Report;
- Supervisor's Report of Accident Investigation;
- ePCR for both the Source Subject and the Exposed Employee/Volunteer;
- HIV/HBV/HCV Antibody Testing;
- Source Consent Form for blood test;
- Petition Requesting Order for Blood Draw;
- Order Mandating Blood Draw; and

- Return On Order Mandating Collection of Blood Specimens and Testing for Communicable Disease.

J. The Fire Department on-call Fire Safety Officer, Police Department supervisors, or other trained supervisory personnel in a blood or fluid exposure situation are responsible for:

1. Reviewing the situation;
2. Ascertaining the source of the fluids, if possible;
3. Transporting the patient and source to hospital;
4. Consulting with the employee regarding the need for prophylactic HIV treatment; and
5. Assisting in making the prophylactic medication available to the employee.

K. Workplace Violence Team members are responsible for:

1. Assisting the Human Resources Department, department heads, and others in assessing the potential for Workplace Violence;
2. Recommending an appropriate response to any Workplace Violence incident;
3. Developing remediation and relevant training programs; and
4. Consulting with the City's Employee Assistance Program or other mental health professionals to address the issues raised in a complaint.

## **VIII. PROCEDURES**

### **A. General**

1. Department heads, managers, and supervisors will:
  - a. Maintain current copies of the Citywide Safety Plan in their respective areas of supervision;
  - b. Post required safety policies and procedures in prominent locations in their work locations;
  - c. Report accidents as required in the Safety Plan and consistently with applicable Federal, State, and local laws/regulations; and
  - d. Take all concerns brought by City staff seriously, and within their assigned department, division, or program area to correct safety issues that arise on the job site.

### **B. Workplace Violence**

1. Any incident of Workplace Violence or potential Workplace Violence, including those originating from outside the Workplace, should be reported in the following manner:
  - a. In the case of an immediate threat or emergency situation, the reporting individual should first contact Police Department Emergency Dispatch (911) (9-911 from City system telephones). The contact plan for non-emergency situations will then be followed.
  - b. In the case of a non-immediate threat or non-emergency situation, the reporting individual may report the incident to the Police Department and should notify their immediate supervisor who will then report the complaint to the Human Resources Department.
  - c. In the case of the behavior or situation being the result of the conduct of the employee's immediate supervisor, the employee should contact the assigned department head who will then report the complaint to the Human Resources Department.
  - d. All evidence relating to Workplace Violence is to be physically handled as little as possible.
  - e. Employees who obtain temporary protection orders, protection orders, restraining orders, or stalking orders shall provide a copy of the order to the Human Resources Department.

2. The Human Resources Department will initiate an investigation upon receiving a report or complaint of Workplace Violence. The Human Resources Department has the flexibility to coordinate an investigation using appropriate internal personnel or to contract with an external, independent investigation agency to conduct an investigation into the incident. The complaint will be investigated to determine relevant facts and circumstances. Investigative procedures may include:
  - a. Interviewing the complainant, the accused, and potential witnesses; and
  - b. Examining any and all information or documents relevant to the issues raised.
3. Depending upon the severity of the threat, the Reno Police Department may conduct an independent investigation which may lead to criminal charges.
4. As soon as possible after the conclusion of the investigation, the Human Resources Department will meet with other members of the Workplace Violence Team, including any threat assessment specialist, to develop findings and recommendations as to the appropriate course of action. The report containing the findings and recommendations will be sent to the assigned department head, with copies to the City Manager and the Office of the City Attorney.
5. When Workplace Violence is committed by a City employee, the assigned department head, in consultation with the Human Resources Department, Office of the City Attorney, and the Workplace Violence Team will determine what actions are appropriate, including evaluation by the threat assessment specialist, medical evaluation, and legal action.
6. The City reserves the right to inspect all City property with or without notice. Additionally, in response to a threat or incident of Workplace Violence, the City reserves the right to inspect, with or without notice, all persons' packages, automobiles, and other items that come onto City premises, after consultation with the Office of the City Attorney.

7. Any individual who engages in Workplace Violence may be removed from the premises as quickly as safety permits and, at the City's discretion, may be barred from City property. The individual may be placed on Administrative Leave with Pay until an investigation is completed and corrective action is taken.
8. The City, in its sole discretion, may apply to the court for an "order for protection against harassment in the workplace" pursuant to NRS 33.200 et. seq., against any person who engages in Workplace Violence.
9. The City will make the sole determination of whether, and to what extent, incidents of Workplace Violence will be acted upon by the City, with regard to administrative and disciplinary matters. The City will make this determination on a case-by-case basis to ascertain whether there is a reasonable basis to believe that a violation of this policy has occurred. Depending on the nature of the incident, the matter may be referred to the Office of the City Attorney or to the District Attorney for possible criminal proceedings.
10. The Human Resources Department and the Reno Police Department are available to departments to:
  - a. Provide information and training to appropriately address actual or potential incidents of Workplace Violence, including those originating outside City property;
  - b. Recommend necessary post-incident support systems; and
  - c. Conduct a post-incident review.

C. Occupational Exposure to Blood and Bodily Fluids

1. RFD is the subject matter expert for the City of Reno regarding occupational exposure to blood and bodily fluids. The City will follow RFD policies and/or best practices in this area.
2. When a potential bloodborne pathogens exposure occurs and the Source Subject is known, the following steps must be followed:
  - a. The employee/volunteer shall immediately notify their on-duty supervisor. The on-duty supervisor shall immediately contact the RFD Fire Safety Captain through Emergency Communications to determine whether the exposure is substantial.

- b. The employee/volunteer shall ensure that the exposed area is washed, flushed, and irrigated as appropriate. Soap and water should be used for all areas except the eye, where tap water flush is appropriate. If a large portion of the body is exposed, a shower may be used if available.
- c. If the exposure has been determined to not be a substantial exposure, the employee/volunteer should be directed to follow up with the City of Reno's approved Workers' Compensation medical provider as soon as practicable and complete all necessary precautionary documentation.
- d. If the exposure is determined to a substantial BBP Exposure, the additional following steps must be followed:
  - 1) The supervisor or RFD Safety Captain shall take steps to immediately secure the name, address, telephone number, and identity of the Source Subject.
  - 2) The exposed employee/volunteer and Source Subject shall be transported to the same emergency medical facility for testing and treatment, as needed. If the Source Subject is unable to be transported, the exposed employee/volunteer shall be transported to the nearest emergency medical facility for testing and treatment.
  - 3) The RFD Safety Captain shall ask the Source Subject if they are willing to be transported to an emergency medical facility and submit a blood sample for a communicable disease panel blood test. If the Source Subject consents, the RFD Safety Captain will have the Source Subject sign the appropriate Consent for Testing of Blood and Release of Test Results forms (attached or the equivalent electronic version). The consent shall be attached or included in the Source Subjects Electronic Patient Care (ePCR) Report.

- 4) If the Source Subject refuses, revokes, or is unable to provide consent, the RFD Safety Captain shall document these facts within the Source Subject's ePCR. The RFD Safety Captain shall then initiate the process of obtaining a court-ordered blood draw from the Source Subject. The RFD Safety Captain shall use the forms approved by the Office of the City Attorney (attached or electronic equivalent) and follow the instructions developed by Fire Department, the Office of the City Attorney, and the court to contact the on-call Judge to obtain a court-ordered blood draw from the Source Subject.
- 5) If the on-call Judge authorizes the blood draw, the RFD Safety Captain shall provide the Order Mandating Blood Draw to the hospital and attach a copy of the Order Mandating Blood Draw and any other applicable documents to the Source Subject's ePCR.
- 6) The RFD Safety Captain shall also ask the exposed employee/volunteer if they are willing to submit a blood sample for a communicable disease panel blood test to determine a baseline result. If the exposed employee/volunteer consents, the RFD Safety Captain will obtain the signature of the exposed employee/volunteer on the appropriate Consent for Testing of Blood and Release of Test Results forms (attached or the equivalent electronic version). The consent shall be attached or included in the exposed employee/volunteer's ePCR. If the exposed employee/volunteer refuses or revokes consent, the RFD Safety Captain shall document the refusal or revocation within the employee/volunteer ePCR and no further actions should be taken to test or secure a blood sample from exposed employee/volunteer.
- 7) The treating physician, pharmacist, or RFD Safety Captain will counsel the affected employee/volunteer about available prophylactic treatment and the pros and cons of such treatment, so the employee/volunteer can make an informed decision. The treating physician or RFD Safety Captain will also provide information regarding appropriate precautions to be taken in intimate relationships.

- 8) The employee/volunteer will be directed to follow up at the City of Reno's approved workers' compensation medical provider on the next business day to ensure the continuation of treatment. The employee/volunteer will also receive further medical evaluation and lab monitoring through the City of Reno's approved workers' compensation medical provider.
- 9) The supervisor or the RFD Safety Captain shall advise the exposed employee/volunteer that Employee Assistance Program (EAP) services will be available if desired.

3. If an employee/volunteer experiences a BBP Exposure and the Source Subject is unknown, the following steps must be followed:

- a. The employee/volunteer shall immediately notify their on-duty supervisor. The on-duty supervisor shall immediately contact the RFD Safety Captain through Emergency Communications to determine whether the exposure is substantial.
- b. The employee/volunteer shall ensure that the exposed area is washed, flushed, and irrigated as appropriate. Soap and water should be used for all areas except the eye, where tap water flush is appropriate. If a large portion of the body is exposed, a shower may be used if available.
- c. If the exposure has been determined to not be a substantial exposure, the employee/volunteer should be directed to follow up with the City of Reno's approved workers' compensation medical provider as soon as practicable and complete all necessary precautionary documentation.
- d. If the exposure is determined to be a substantial BBP Exposure the additional following steps must be followed:
  - 1) The exposed employee/volunteer shall be transported to an emergency medical facility for testing and treatment, as needed.

- 2) The RFD Safety Captain shall ask the exposed employee/volunteer if they are willing to submit a blood sample for a communicable disease panel blood test to determine baseline test results. If the exposed employee/volunteer consents, the RFD Safety Captain will have the exposed employee/volunteer sign the appropriate Consent for Testing of Blood and Release of Test Results forms (attached or the equivalent electronic version). The consent shall be attached or included in the exposed employee/volunteer's ePCR. If the exposed employee/volunteer refuses or revokes consent, the RFD Safety Captain shall document the refusal or revocation within the exposed employee/volunteer ePCR and no further actions should be taken to test or secure a blood sample from exposed employee/volunteer.
- 3) The treating physician, pharmacist, or RFD Safety Captain will counsel the affected employee/volunteer about available prophylactic treatment and the pros and cons of such treatment, so the employee/volunteer can make an informed decision. The treating physician or RFD Safety Captain will also provide information regarding appropriate precautions to be taken in intimate relationships.
- 4) The employee/volunteer will be directed to follow up at the City of Reno's approved workers' compensation medical provider, on the next business day to ensure the continuation of treatment. The employee/volunteer will also receive further medical evaluation and lab monitoring through the City of Reno's approved workers' compensation medical provider.
- 5) The supervisor or the RFD Safety Captain shall advise the exposed employee/volunteer that EAP services will be available if desired.

4. The Reno Fire Department Safety Captains, in coordination with the treating physician, will consult with the employee/volunteer regarding the need for prophylactic HIV treatment and, in the absence of other options may assist in making the prophylactic medication available to the employee/volunteer.
5. Employees/volunteers are encouraged to consider the possibility of an exposure and encouraged to consider options available in consultation with spouses, domestic partners, or family members before a possible exposure to a communicable disease occurs.

D. Possession of Firearms and Dangerous Weapons in City-owned or Operated Property

1. Employees are prohibited from carrying or possessing Firearms or other Dangerous Weapons at any time while on duty, while acting as an agent of the City, or while off duty if the employee is attempting to access a City of Reno workplace or work site. This prohibition includes any Firearm or Dangerous Weapon carried on the person or stored in any vehicle, bag, or container of any kind, whether or not the employee has obtained a concealed carry weapon permit, excluding peace officers and other City employees acting on behalf of and required by the City to carry Firearms in the performance of their duties.
2. The City Manager may for good reason grant an exemption from the prohibitions of this policy. Any exemption granted will be in writing and will be carried at all times while on duty or on City property by the employee to whom the exemption was granted.
3. Any employee who wishes to seek an exemption to the policy shall contact their supervisor and advise of the circumstances surrounding the request. The employee will document the request and the circumstances in writing. The supervisor will be responsible for forwarding the written request through the chain of command to the City Manager, via the Office of the City Attorney.
4. The City Manager, or designee, will investigate the circumstances surrounding the request and determine whether an exemption should be granted. If granted, the City Manager will memorialize the exemption in writing and provide copies to the employee's assigned department head and the Chief of Police, each of whom will then advise of the exemption to those who have an operational need to know.

**E. Workplace Consequences of Domestic Violence**

1. **Early Intervention and Prevention Education Strategies:** The City of Reno will use early intervention strategies in order to avoid or minimize the occurrence and effects of domestic violence in the Workplace. To that end, the City will provide available support and assistance to individuals who are victims of domestic violence. In all responses to domestic violence, the City will respect the confidentiality and autonomy of the adult survivor to direct their own life, to the extent permitted by law.

2. **Leave Options for Employees who are victims of Domestic Violence:** At times, an employee may need to be absent from work due to domestic violence, and the length of time should be determined by the individual's situation. This time period shall be determined through collaboration with the employee, the assigned department head, the Human Resources Department, and the Office of the City Attorney.
3. Employees, supervisors, and managers are encouraged to explore whether paid options can be arranged that will help the employee cope with a domestic violence situation without having to request a formal unpaid leave of absence. Depending on the circumstances, this may include:
  - a. Arranging flexible work hours so that the employee can handle legal matters, court appearances, housing, or childcare; and
  - b. Permitting the employee to use sick, annual, compensatory time, or leave without pay, especially if the request is for a relatively short period.
4. **Procedures for Employee/victims with Performance Issues Related to Domestic Violence:** While the employer retains the right to discipline employees for cause, the City recognizes that victims of domestic violence may have performance or conduct problems as a result of domestic violence. When an employee subject to discipline alleges that the job performance or conduct problem is caused by domestic violence, a referral for appropriate assistance should be offered to the employee, as outlined within this policy.
5. Employees who are victims of domestic violence should be allowed a reasonable amount of time to obtain assistance regarding the domestic violence.
6. Supervisors should be mindful that the effects of domestic violence can be severe and take an extended period of time to address fully.
7. **Options for Employees Who are Perpetrators of Domestic Violence**
  - a. Contact the nearest Employee Assistance Program office for confidential consultation and resources.
  - b. Contact a batterers' intervention program.

8. Referral of Employee-victims to victim advocates in the Office of the City Attorney: If an employee discloses that they are the victim of domestic abuse, the employee's supervisor shall refer the employee to the victim advocates in the Office of the City Attorney. Supervisors and managers should continue to support the employee-victim and work with the victim advocate to implement a workplace safety plan and any other recommended courses of action.

END

**Reno Police Supervisory and Administrative**  
**Employees Association (Petitioner)**

**Reply in Support of Petition for Declaratory Order**

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**BEFORE THE STATE OF NEVADA**

## **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

RENO POLICE SUPERVISORY AND  
ADMINISTRATIVE EMPLOYEES  
ASSOCIATION,

Case No.: 2025-020

Petitioner, Panel:

VS.

CITY OF RENO,

**Respondent.**

**REPLY IN SUPPORT OF PETITION FOR DECLARATORY ORDER**

COMES NOW, Petitioner RENO POLICE SUPERVISORY AND  
ADMINISTRATIVE EMPLOYEES ASSOCIATION, by and through its undersigned  
attorney, hereby files its Reply in Support of Petition for Declaratory Order. This Reply is  
based upon the following Memorandum of Points and Authorities; the pleadings and papers  
on file herein; the attached exhibits, and any additional or further evidence this Board may  
choose to consider.

11

11

## **MEMORANDUM OF POINTS AND AUTHORITIES**

## L. INTRODUCTION

3        The City of Reno (“City”) hopes to steer the focus of this Petition from the questions  
4        posed by the Reno Police Supervisory and Administrative Employees (“RPSAE”)  
5        surrounding the unilateral violations by the City of the current collective bargaining  
6        agreement and established practices by attempting to defame Sergeant Vincent Robles.  
7  
8        However, as this Reply demonstrates, the questions this Board is being asked to determine are  
9        not based on an incident in which Sgt. Robles was not found to have violated policies and  
10        procedures but rather concerns the City’s unilateral suspension of Sgt. Robles and an attempt  
11        to impose changes to mandatory topics of bargaining. Unfortunately, due to the City’s  
12        unwarranted and quite frankly inappropriate filing in which it drags Sgt. Robles through the  
13        mud, the RPSAE must respond to these outlandish statements and clarify the record before we  
14        can actually address the issues this Board is being asked to decide.  
15

16 It must be made clear that Sgt. Robles was never charged or convicted of any type of  
17 criminal activity. In addition, there is absolutely no evidence that Sgt. Robles or his family are  
18 in any danger, and the City's insinuation otherwise is without basis and inflammatory. The  
19 City spends four pages making hypothetical and completely outlandish leaps of imagination  
20 describing what could have possibly, maybe happened in the incident that led to Sgt. Robles  
21 being placed on administrative leave. As the City's Response indicates, and despite the City's  
22 unsupported assertions, Sgt. Robles's wife was only the "alleged victim" because it was never  
23 established that any of the events involved actually occurred. In fact, the Washoe County  
24  
25 District Attorney did not file charges against Sgt. Robles because his wife's testimony was  
26

1 found to be unreliable and she was seemingly an untruthful witness<sup>1</sup>. (Exhibit 1). What is true  
2 is that the DA's office chose not to prosecute any charges not because Sgt. Robles's wife  
3 recanted her testimony, but rather because her testimony was completely unreliable and could  
4 not be trusted to establish any facts. (Id.). The City's Response is filled with hypothetical  
5 situations in which it is seemingly finding Sgt. Robles guilty of what he was accused of,  
6 despite the fact there is no reliable evidence supporting any of the claims the City is  
7 attempting to establish. Further, the City invents situations where it would have had  
8 jurisdiction over Sgt. Robles to discipline him for administrative violations. However, as  
9 admitted to by the City, and is plainly stated in all the records, Sgt. Robles was off duty at the  
10 time of any alleged misconduct and the City does not have jurisdiction to discipline him, no  
11 matter how much it wishes the opposite were true.  
12  
13

14 The City, knowing that it has no factual basis to rebut the RPSAE claims brought forth  
15 in the Petition, seemingly invents that Sgt. Robles is an alleged perpetrator of domestic  
16 violence that can be antagonized at any moment which would then put his family and the  
17 public in danger. These claims are not only completely ridiculous, but they are equally not  
18 based in fact. Despite this, the City has chosen to try and defame an honorable member of the  
19 RPD only to defend its illegal actions against him. In fact, Sgt. Robles's record is filled with  
20 positive employment actions. He was elected Officer of the Year in 2018-2019, and his  
21 personnel file contains 15 positive employment actions and/or letters. Sgt. Robles is far from  
22 the nefarious character the City attempts to portray him as in its Response. This is further  
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25 <sup>1</sup> Specifically, the District Attorney found that "the named victim's changing account of  
26 events raises concerns about the credibility and reliability of her initial  
27 disclosures."

1 illustrated by the City's reference to the video statements made by Sgt. Robles's wife and the  
2 text messages<sup>2</sup> sent between them around the time of the alleged incident. While the City and  
3 Chief Nance clearly recognize they have no jurisdiction to complete an investigation into Sgt.  
4 Robles for this alleged off-duty conduct, they conducted an illegal investigation regardless of  
5 this fact, clearly violating Sgt. Rohles's rights. In fact, the City readily admits that Chief  
6 Nance, once the investigation was closed by IA, reviewed video and text messages and then  
7 conducted her own improper investigation and used these items to maintain Sgt. Robles on  
8 administrative leave and to attempt to force him to submit to a fitness-for-duty examination.  
9 (Opp. at pp. 5-6). Yet, the City doesn't stop there. It then freely admits that it and Chief  
10 Nance continued their illegal investigation by reviewing the Danger Assessment Law  
11 Enforcement Questionnaire included in the criminal investigation. (Id. at 6). In fact, the City  
12 takes no effort to hide its improperly conducted investigation and states that "Upon her  
13 review of the administrative file, Chief Nance had serious concerns with Sgt. Robles's ability  
14 to meet the work performance standards of a law enforcement officer." (Id. at 6:17-18).  
15

16 In its response, the City for the first time then brings up some unknown and undefined  
17 "public safety implication" related to Sgt. Robles and his ability to perform his duties. (Id. at  
18 6:18-19). The City and Chief Nance are aware that no investigation could have or should have  
19 been conducted once it was established the Robertson Criteria did not attach. Notwithstanding  
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21

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22 <sup>2</sup> The text messages referenced that are involved in this matter were included with and  
23 reviewed by the District Attorney's Office prior to the Office making the decision to not seek  
24 any charges against Sgt. Robles. While the City would have the Board now believe that these  
25 texts were somehow indicative of illegal behavior, this was specifically and finally rejected by  
26 the DA's Office in attached Exhibit 1. Moreover, the City was aware that these text messages  
27 were part of the criminal investigation, and that the DA's Office found that these texts did not  
28 "suggest culpability," but rather that taken with the entirety of the situation, these text  
messages provided no evidence of any wrongdoing on Sgt. Robles's part.

1 this, they chose to continue investigating Sgt. Robles and have now blemished his standing  
2 and reputation by insinuating and alleging that there is some type of cycle of domestic  
3 violence implicating Sgt. Robles.<sup>3</sup> The RPSAE and Sgt. Robles vehemently deny that there is  
4 any truth to these allegations, and the City should be admonished from bringing forth such  
5 frivolous and unfounded arguments moving forward.  
6

## 7           **II.       MEMORANDUM OF POINTS AND AUTHORITIES**

8           The Board is authorized to provide the requested declaratory order pursuant to NRS  
9 233B.120 and NAC 288.380. Specifically, NAC 288.380 defines that “Any recognized  
10 employee organization . . . may petition the Board for a declaratory order regarding the  
11 applicability or interpretation of any statutory provision or of any regulation or decision of the  
12 Board.” The Nevada Supreme has recognized that this Board “has exclusive jurisdiction over  
13 unfair labor practice issues” and has defined an unfair labor practice to include “unilaterally  
14 changing a subject of mandatory bargaining.” Reno v. Reno Police Protective Ass'n, 118 Nev.  
15 889, 895, 59 P.3d 1212, 1217 (2002) (citing Rosequist v. Int'l Ass'n of Firefighters Local  
16 1908, 118 Nev. 444, 448, 49 P.3d 651, 653 (2002) and NRS 288.280). The Reno Police  
17 Protective Ass'n decision affirmed this Board’s holding related to unilateral changes to  
18 mandatory topics of bargaining. In addition, the Nevada Supreme Court has held that one of  
19 this Board’s functions “is to determine whether a matter falls within the scope of mandatory  
20

21  
22  
23           

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<sup>3</sup> Sgt. Robles does not have any previous allegations of any kind that would support the City’s  
24 allegations that he is some type of cyclic or serial abuser. In addition, Sgt. Robles has never  
25 been charged or convicted in any matter related that would give credence to the City’s attempt  
26 to paint him as intimidating his wife or victimizing her. These insinuations are completely  
27 baseless and frivolous. The RPSAE requests the Board admonish the City from bringing forth  
28 such harassing and false statements attempting to indicate that Sgt. Robles ever placed his  
wife in danger or was agreeing with any of the statements the City made regarding his alleged  
behavior.

1 bargaining." Id. (citing Clark Co. Sch. Dist. v. Local Gov't, 90 Nev. 442, 446, 530 P.2d 114,  
2 117 (1974)).

3 **III. ISSUES TO BE DECIDED**

4 As described in its Petition, the RPSAE is seeking a declaratory order related to the  
5 City's attempt to unilaterally change the discipline and discharge procedures and actions  
6 related to the safety of the employee. These acts constitute violations of sections of NRS  
7 288.150(2) which contain the mandatory topics of bargaining.

8 **1. The City has Unilaterally Changed the Discharge and Disciplinary Procedures**

9 As a threshold matter, the RPSAE is not aware of, nor has it ever seen, any supposed  
10 MOU entered into in which it has ever waived any of its members' rights related to the  
11 Robertson Criteria. It is highly suspicious that the City mentions this alleged MOU in its  
12 filings but does not produce this document as evidence that the RPSAE is somehow bound by  
13 the fourth Robertson Criteria. Moreover, this claim is contradicted by the City's own filing in  
14 which it admits that its IA investigators applied only the three recognized Robertson Criteria  
15 and found that the City did not have jurisdiction to investigate Sgt. Robles. (Opp. at pp 2-3).  
16 What is evident is that the City is pulling out all the stops to try and deflect from the actual  
17 issues here; whether the City has committed prohibit practices by making unilateral changes to  
18 the mandatory topics of bargaining.

19 This Petition concerns the City's ability to maintain an RPSAE member on  
20 administrative leave once an investigation is completed. The City readily admits that it could  
21 not take any disciplinary actions against Sgt. Robles as the Robertson Criteria prohibits them  
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1 from doing so. (Opp at p. 3:8-12).<sup>4</sup> Notwithstanding the fact that the City has no jurisdiction to  
2 take any disciplinary action against Sgt. Robles, they have kept him on administrative leave  
3 since closing the administrative investigation. The City is refusing to permit Sgt. Robles to  
4 return to work based in least in part on Chief Nance's findings that the IA "raised serious  
5 questions . . . about Sgt. Rohles's mental fitness for duty." (Id.) First, Chief Nance is not a  
6 clinician and is not permitted to make any type of diagnosis related to Sgt. Robles's mental  
7 health or his mental fitness for duty. Second, the IA clearly and unambiguously determined  
8 that the Robertson Criteria applied, and Sgt. Robles would not and could not be  
9 administratively disciplined for any alleged misconduct. Yet the City and Chief Nance have  
10 taken it upon themselves to discipline Sgt. Robles by maintaining him on administrative leave  
11 and mandating that he submit to a fitness-for-duty examination before returning to work.  
12

13  
14 Furthermore, neither the City nor Chief Nance can provide any documented  
15 performance issues with Sgt. Robles. Quite the opposite is true. Sgt. Robles has received  
16 accolades for his performance, and his record contains only glowing evaluations. The  
17 purported issues Chief Nance and the City are using to maintain Sgt. Robles on administrative  
18 leave have absolutely no foundation or basis, but in reality are based on self-serving invented  
19 alleged misconduct and mental health concerns that have never been sustained or  
20 demonstrated.  
21

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23  
24 <sup>4</sup> The RPSAE is aware that the RPD IA department sent the closed IA investigation to the  
25 Chief several months before the Petition was filed. Article VI(A)(2) of Exhibit 2 mandates  
26 that, "Other than Sustained Findings Forwarding all cases with any disposition other than  
27 sustained, to the Chief/designee for review. When Internal Affairs is notified that the Chief of  
28 Police has approved the recommended disposition of other than sustained, Internal Affairs will  
notify the employee via memorandum within 14 calendar days." Despite this, neither Sgt.  
Robles nor the RPSAE has been provided a notice closing the IA investigation; a clear  
violation of the controlling GO.

1 Article 31(d) defines that “suspension” is a form of discipline. In this case, since the  
2 City has completed its internal investigation and determined that it could not discipline Sgt.  
3 Robles, the fact that it is maintaining him on administrative leave is equivalent to a suspension  
4 without just cause. The term “suspension” is not defined in the CBA but is defined by Black’s  
5 Law Dictionary as “The temporary deprivation of a person’s powers or privileges, esp. of  
6 office or profession.” Black’s Law Dictionary 1352 (10th ed. 2014). Clearly, the act of  
7 maintaining Sgt. Robles on administrative leave is depriving him of his powers and privileges,  
8 and he is obviously being disciplined for non-existent unproven alleged acts that the City has  
9 no power to discipline him for.<sup>5</sup> Further, the term “suspension” as used in the CBA does not  
10 differentiate between paid and unpaid suspension, and the City’s action to keep Sgt. Robles on  
11 administrative leave, paid or otherwise, is clearly discipline. (Pet. Exhibit 2 at 32).  
12  
13

14 The City has failed to follow any of the outlined steps in the CBA that are required  
15 prior to taking this disciplinary measure against Sgt. Robles, and this is clearly a unilateral  
16 change to a mandatory topic of bargaining. NRS 288.150(2)(i).  
17

18 In further analyzing this administrative leave, the RPSAE must be clear that it does not  
19 dispute that the City may place a member on administrative leave pending an investigation.  
20 The City disingenuously tries to insinuate that the GO it included as Opp. Ex. 1 was still active  
21 or could have any type of control over the actions taken against Sgt. Robles. However, the  
22

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23 <sup>5</sup> In the November 27, 2024, Memorandum placing Sgt. Robles on administrative leave, the  
24 following language was included: “While on Administrative Leave, you are not to take any  
25 other official action or represent yourself as an active member of the Reno Police Department  
26 without specific approval of your immediate supervisor or command officer.” (Exhibit 5). This  
27 language leaves no doubt that Sgt. Robles, in being maintained on administrative leave after  
the completion and closing of the IA investigation, is suspended and has had his powers and  
privileges stripped from him.

1 actual GO that covers the action taken by the City here was put into place on December 9,  
2 2021. (Exhibit 2). This GO replaced the one cited by the City and completely removed the  
3 RPD's ability to place RPSAE covered members on administrative leave for any reason. (Id.)  
4 Instead the only policy controlling administrative leave is outlined in City Policy 402 which  
5 defines "Administrative Leave with Pay" as the  
6

7 "Removal of an employee from the work place without loss of pay  
8 during the time necessary to conduct an investigation of suspected  
9 misconduct or unsatisfactory performance by an employee. The  
10 supervisor may place an employee on Administrative Leave With Pay  
11 for the remainder of the day of an alleged incident; the department  
12 head or division manager must approve such leave for any period  
13 beyond the remainder of the day of an alleged incident."

14 (Exhibit 3 at 2). Bad faith, is the converse of good faith, is defined as acting "without a  
15 reasonable basis or with knowledge or reckless disregard of the lack of a reasonable basis."  
16 Falljne v. GNLV Corp., 823 P.2d 888, 891 (1991). A party is acting in bad faith when it acts  
17 in a manner so as to "mislead or deceive another, or a neglect or a refusal to fulfill some duty  
18 or some contractual obligation." Land Resources Dev. v. Kaiser Aetna, 100 Nev. 29, 33, 676  
19 P.2d 235, 237 (1984). The City is clearly attempting to mislead this Board by claiming that it  
20 has the right to maintain Sgt. Robles on administrative and by relying on an outdated and  
21 replaced GO. The RPSAE has repeatedly expressed to the City that it would be open to  
22 negotiating additional fitness-for-duty requirements, but the City has instead chosen to  
23 discipline Sgt. Robles due to the RPSAE's insistence that it must be negotiated. The City is  
24 ignoring the complex nature of this matter, and its attempt to downplay the significance of  
25 negotiating this, and the effects this would have on the involved RPSAE covered members,  
26 only further illustrates its bad faith in resolving this matter.

1                   Moreover, and as detailed in the City's response, an investigation was conducted into  
2 Sgt. Robles, and the investigation was closed due to the City's lack of jurisdiction. (Opp. at  
3 3:12). There is no other policy, procedure or GO that permits the City to maintain Sgt. Robles  
4 on administrative leave, with or without pay, once the investigation is completed. The City  
5 recognizes this and states that "Ordinarily, at the conclusion of an IA investigation with no  
6 sustained finding, the member who has been placed on paid administrative leave pending the  
7 investigation would be returned to normal duty." (Id. at 3:13-15). Yet, in this case, without  
8 authorization or legal standing to do so, the City has maintained Sgt. Robles on administrative  
9 leave even though the IA has been closed for several months. This is additional evidence of  
10 the City's bad faith. See Falline, 823 P.2d at 891. The only justification for doing so is Chief  
11 Nance's unsupported concerns about Sgt. Robles's mental health and the seeming reliance on  
12 an outdated GO that was replaced in 2021. The language cited by the City was deleted from  
13 the GO that was put into place in 2021, unequivocally demonstrating that the City recognized  
14 it had no authority to place an RPSAE covered member on administrative leave for anything  
15 other than when it is related to an IA investigation. To uphold the City's logic would mean  
16 that the rewriting and reissuing of a GO would have no actual effect and that the preceding  
17 GO would control. This would lead to the absurd result of forcing the parties to guess what  
18 GOs should and should not be followed and would lead to the subjective and unequal  
19 application of these GOs, as is the case here.  
20  
21

22                   As noted herein, Sgt. Robles is on suspension, albeit paid, which is a form of discipline  
23 as defined in the CBA. The City has no legal standing to maintain Sgt. Robles in this status,  
24 and by doing so, it has unilaterally changed the discipline and discharge terms negotiated  
25 between the parties, which is a *per se* prohibited practice. See Charles Jenkins; Las Vegas  
26  
27  
28

**Police Managers and Supervisors Association vs. Las Vegas Metropolitan Police Department,**

Case No. A1-046020, Item 775A (EMRB Jan. 24, 2013).

To further support leaving Sgt. Robles on administrative leave, the City claims he has not suffered any reduction in his pay and benefits. Yet, the loss of pay is not the prerequisite for establishing that disciplinary actions have been taken. Instead, Article 31(d) of the CBA defines that a suspension is a form of discipline. To be a suspension, there is no requirement that a member loses pay, which completely nullifies the City's argument that the administrative leave cannot be a suspension because Sgt. Robles has not had his base pay reduced. The City's argument also ignores the fact that Sgt. Robles has suffered a reduction in his pay and benefits due to being on paid administrative leave after the investigation concluded. Sgt. Robles cannot work on holidays, which not only affects his pay, but also affects his PERS retirement benefits. Moreover, Sgt. Robles cannot work overtime, nor can he work at special events. While the Peace Officer's Bill of Rights, NRS Chapter 289, is not directly enforceable here, it is where we find a guiding definition for punitive action related to peace officers in Nevada. In NRS 289.010(6), "Punitive action" means "any action which may lead to [a] . . . reduction in salary." The reduction in salary that Sgt. Robles has experienced due to being on administrative leave after the investigation was completed is clearly punitive and is a form of discipline. This subsection of 289.010 equally includes that it is punitive action to transfer a peace officer "as a form of punishment." The City's maintaining of Sgt. Robles on administrative leave is additionally a transfer for punishment. He is not permitted to work his regular schedule, and the City has no legal authority to support the removal of Sgt. Robles from his position once the investigation was completed. This unilateral conduct by the City is explicitly prohibited pursuant to NRS 288.150(3)(a). To try and justify this suspension

1 and transfer, the City relies on NAC Chapter 284. However, both of the subsections the City  
2 attempts to use concern the use of administrative leave pending an investigation and/or during  
3 the pre-disciplinary process. No section supports the City's argument that once the  
4 investigation is completed, the City can continue to leave Sgt. Robles on leave. Rather, these  
5 NAC support the RPSAE's argument that administrative leave is to be used only during  
6 disciplinary investigations and is not permitted if no investigation is actively being carried out.  
7

8 The failure of the City to negotiate this change in the discipline and discharge  
9 procedures is a *per se* prohibited practice this Board has previously established. See Jenkins,  
10 Case No. A1-046020, Item 775A; Operating Engineers, Local 3 of the International Union of  
11 County of Lander, Item No. 346, Case No. A1-045553, (1994); see also N. L. R. B. v. Katz,  
12 369 U.S. 736 (1962).

14 **2. The City is Unilaterally Changing Requirements Related to the Safety of the**  
15 **Employee.**

16 The RPSAE is concerned with the mental well-being of its members and the stresses  
17 that modern policing brings upon its members. However, it is clear that the safety of the  
18 employee is a mandatory topic of bargaining under NRS 288.150(2)(r), and the RPSAE is  
19 requiring the City negotiate the fitness-for-duty test as it is involved here. The City is well  
20 aware that the safety of the employee is a mandatory topic of bargaining and if it believed  
21 otherwise, it would have already ordered Sgt. Robles to submit to a fitness-for-duty  
22 examination. Yet, the City has taken no action to do so and instead has only expressed its  
23 "desire" to have Sgt. Robles submit to such an examination.

25 In its Response, the City for the first time brings up a concern for the safety of the  
26 public related to Sgt. Robles. Prior to this, the City has maintained that its only concern related  
27

1 to Sgt. Robles's return is for his mental health and well-being. This was outlined in great detail  
2 in the letter presented by Mr. Dunagan and attached to the Petition as Exhibit 1. In his letter,  
3 Mr. Dunagan discusses the suicide rates of peace officers and the mental health stressors  
4 experienced by public safety employees. (Pet. Exhibit 1). Mr. Dunagan continues that the  
5 "Administration's desire for Sgt. Robles to undergo a mental health assessment is . . . intended  
6 to confirm that Sgt. Robles is capable of dealing with the pressures associated with police  
7 work." (Id.) There is absolutely no mention that Sgt. Robles is a threat to the public. This  
8 concern for Sgt. Robles's mental health is seemingly based on "evidence" the City failed to  
9 provide in its Response which would, according to them, illustrate the need for Sgt. Robles to  
10 undergo a fitness-for-duty exam. What the City fails to disclose is that Sgt. Robles has now  
11 been on administrative leave for over a year and not one member of the RPD or City, outside  
12 of his RPSAE representatives, has reached out to Sgt. Robles to ensure his well-being or to  
13 offer him any type of assistance. There has been absolutely no contact with Sgt. Robles from  
14 the RPD/City to provide any sort of mental health assistance or to support the City's claim that  
15 it is concerned about his well-being. Actions speak louder than words. The failure of the City  
16 to take any action to offer assistance to Sgt. Robles only further illustrates its bad faith that has  
17 occurred since this whole matter began.

18       In addition, Mr. Dunagan makes it clear that Sgt. Robles faces discipline, up to and  
19 including termination, if the fitness-for-duty exam does not provide a result the City desires.  
20 This is completely subjective, and clearly disciplinary in nature, two subjects over which the  
21 City is mandated to bargain.

22       The City also asserts that it may require a fitness-for-duty examination at any time.  
23 However, as outlined in the Petition, the City is aware that it must negotiate this type of  
24

1 examination. The RPSAE is not claiming that the City has waived its ability to negotiate a  
2 fitness-for-duty examination in other areas outside of on-the-job injuries, it is simply asserting  
3 that this is the only place the parties have done so to this point. Article 11 of the CBA is the  
4 only place in the CBA that addresses the City's ability to require a fitness-for-duty  
5 examination prior to allowing an employee to return to full-duty. This fact unequivocally  
6 illustrates that the City is aware that it must negotiate matters involving the safety of  
7 employees. The City has not made any other effort to negotiate language into the CBA that  
8 would permit it to require an RPSAE covered employee to submit to a fitness-for-duty  
9 examination before being permitted to return to work from administrative leave related to an  
10 internal investigation or for any other reason than an On-The-Job Injury. Notwithstanding this,  
11 the City is now attempting to unilaterally require Sgt. Robles to obtain a prognosis on his  
12 ability to return to work based solely on the City placing him on administrative leave pending  
13 an administrative investigation and/or for purported "safety reasons" not based on the Article  
14 11 expressly negotiated topic.

15       In Henderson Police Officers Association vs. City of Henderson, Case No. A1-045314,  
16 Item 83 (EMRB August 9, 1978), this Board defined that "Since physical agility testing, as a  
17 condition of continued employment, directly relates to the personal safety of each officer,  
18 fellow officers and the general public, such testing is clearly a safety consideration within the  
19 purview of NRS 288.150 (.2) (r) and a mandatory subject of negotiation." While this statute  
20 was revised after the 1978 decision, the finding relating to the mandatory nature of bargaining  
21 related to the safety of the employee was not affected. In fact, the legislative history  
22 demonstrates that the safety of the public concerned the ability of the employer to suspend the  
23 CBA and/or other conditions of employment during times when it "may be necessary to carry  
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1 out its responsibilities in situations of emergency such as a riot, military action, natural  
2 disaster or civil disorder. Such actions may include the suspension of any collective bargaining  
3 agreement for the duration of the emergency. Any action taken under the provisions of this  
4 subsection shall not be construed as a failure to negotiate in good faith." (Exhibit 4 at 14). The  
5 Legislature made several modifications to the statute with the final language leaving out the  
6 full explanation for the changes, but the history of the statute shows that it was never intended  
7 to remove the safety of the employee as a mandatory topic of bargaining. (Id.) Moreover, the  
8 multiple versions demonstrate that this separation of "safety of the employee" and "safety of  
9 the public" was done as a compromise between employee groups and employers to ensure the  
10 employer had the right to act in emergency situations, and not to be able to unilaterally change  
11 the CBA relating to its employees' safety. (Id.)

14 The modifying of the statute to redefine "safety" as "safety of the employee" and  
15 "safety of the public" did not remove the requirement of the employer to negotiate matters  
16 related to safety of the employee as a condition of employment. Further, the City understands  
17 and agrees that mental health testing is equivalent to physical agility testing and actually  
18 spends a great deal of time arguing why mental and physical health are identical and should be  
19 treated the same. (Opp. at 14-15). Clearly, mandating mental health testing, such as this case  
20 in the form of a fitness-for-duty examination, is equivalent to the physical agility testing found  
21 to be a mandatory topic of bargaining in the Henderson POA decision. Therefore, any such  
22 unilateral change that would require the employee, as a condition of their employment, to  
23 submit to some type of testing related to his/her safety, is a *per se* prohibited practice. See  
24 Jenkins, Case No. A1-046020, Item 775A; Operating Engineers, Item No. 346, Case No. A1-  
25 045553; N. L. R. B., 369 U.S. 736.

28

1 Finally, the City argues that it has a practice of requiring fitness-for-duty examinations  
2 related to non-administrative leave issues. To try to disguise its intentions, the City argues that  
3 the fitness-for-duty examination, while it may result in Sgt. Robles being subjected to some  
4 "other process for separation from employment," is not disciplinary. To support this, the City  
5 presents two examples over an 11-year period where two officers, not covered members of  
6 this bargaining unit, were required to conduct some type of mental health testing. For the sake  
7 of argument, we will assume that at least some of the facts the City asserts in these two  
8 examples are true. The first example involves an actual physical threat by an officer against a  
9 supervisor and resulted in the officer being disciplined and given a settlement. There is  
10 absolutely no similarity between that situation and the hypothetical, unsupported assertions  
11 made by the City and Chief Nance regarding Sgt. Robles. Sgt. Robles has not threatened a  
12 fellow officer, a member of the public or anyone else for that matter. The second example  
13 involves an officer, again not in this bargaining unit, who requested to be placed in a  
14 specialized position. Only after presumably receiving agreement from the Reno Police  
15 Protective Association did the City proceed with the physical examination, unequivocally  
16 demonstrating that the City understood that it could not require this testing without agreement  
17 from the association. This second example did not require a test as a condition of employment,  
18 but rather for the reassignment to a special assignment. This situation has no relevance to Sgt.  
19 Robles's case, as Sgt. Robles is being held on suspension and forced to perform an  
20 examination as a condition of his employment.  
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22

23 Given the facts here, it is evident the City recognizes it must negotiate the proposed  
24 actions in which it is conditioning Sgt. Robles's employment on completing a fitness-for-duty  
25 examination to its satisfaction. These actions would unilaterally change conditions related to  
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1 the “safety of the employee,” undisputedly a mandatory topic which requires negotiation, and  
2 the changes the City is attempting to do here are undeniably *per se* prohibited practices.  
3 Jenkins, Case No. A1-046020, Item 775A; Henderson Police Officers Association, Case No.  
4 A1-045314, Item 83. Operating Engineers, Item No. 346, Case No. A1-045553; N. L. R. B.,  
5 369 U.S. 736.

6

7 **3. The City has Discriminated Against Sgt. Robles based on his Association**  
**Representation.**

8 As detailed in the Petition, the RPSAE contends that City’s action to maintain Sgt.  
9 Robles on administrative leave violates NRS 288.150(2)(m) as it amounts to discrimination  
10 for choosing to be represented by the RPSAE. The City first approached the RPSAE regarding  
11 its desire to have Sgt. Robles submit to a fit-for-duty examination prior to issuing the notice of  
12 investigation. At the time this was requested of the RPSAE, there was no indication that Sgt.  
13 Robles was going to be investigated by IA as he had already been cleared of all criminal  
14 allegations. The City was aware that Sgt. Robles had been cleared of these allegations, which  
15 included the test messages described herein, and it was seemingly prepared to permit Sgt.  
16 Robles to return to full-duty on the condition that he submit to a fitness-for-duty examination.  
17 When the RPSAE and Sgt. Robles would not agree to this examination, he was immediately  
18 noticed of an internal investigation despite the City being aware that it had no jurisdiction to  
19 conduct an investigation or discipline Sgt. Robles as the Robertson Criteria did not attach.  
20 Even knowing that it did not have jurisdiction to conduct or sustain an investigation, the City  
21 conducted and continued its illegal investigation which resulted in Sgt. Robles being  
22 disciplined in his current administrative leave status. The City’s preliminary investigation left  
23 no doubt that the Robertson Criteria did not attach, but in bad faith, they continued with the  
24

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1 improper investigation and have yet to officially notify the RPSAE and Sgt. Robles that the IA  
2 investigation is closed.

The City provides no rebuttal to the facts the RPSAE included in its Petition regarding the actions taken by Sgt. Robles to be represented prior to and during the period he has been on administrative leave. The City's Response does not address the RPSAE's argument that because Sgt. Robles, by and through his RPSAE representatives, has refused to submit to a "requested" fitness-for-duty examination, he has been maintained in an administrative leave status and been subjected to an illegal investigation. The RPSAE represented Sgt. Robles during the administrative investigation that concluded with no jurisdiction to discipline him. At the conclusion of this investigation, the RPSAE was again made aware that the City was attempting to force Sgt. Robles to undergo a fitness-for-duty examination as a condition to permit him to return to a full-duty status. The RPSAE representatives immediately intervened and advised the City that it continues to believe this condition violates Sgt. Robles's rights under the CBA and represents a unilateral change to various mandatory topics of bargaining. In response, the City has baldly stated that it can mandate this examination under a "right of management," but has failed to provide any such legal authority for this claim. Moreover, the City's act to maintain Sgt. Robles on administrative leave is directly related to the RPSAE's actions to represent him and prohibit the City from violating his rights. The fact that the City refuses to permit Sgt. Robles to return to work is based at least partially on the fact that he has chosen to be a member of, and represented by, the RPSAE which is disputing the City's ability to mandate the fitness-for-duty examination. In maintaining Sgt. Robles in this status, the City has made another unilateral change to a mandatory topic of bargaining, the portion related to discrimination based on union activities, as there is nothing in the CBA that permits the City

1 to take such actions against Sgt. Robles when he has sought RPSAE representation.  
2 Furthermore, this Board has already determined that such a unilateral change is a prohibited  
3 practice, and should reiterate this finding here. Reno Police Protective Ass'n, 118 Nev. at 895,  
4 59 P.3d at 1217; Rosequist, 118 Nev. at 448, 49 P.3d at 653; NRS 288.280.

5 **III. CONCLUSION**

6 Based on the foregoing, it is evident that the City's actions are unilateral changes to  
7 mandatory topics of bargaining as outlined in NRS 288.150(2). These actions have all been  
8 addressed in previous decisions by the Board, some of which have been affirmed by the  
9 Nevada Supreme Court, and the RPSAE respectfully requests the Board GRANT its Petition  
10 as a declaratory order in the RPSAE's favor is appropriate here. See e.g. Reno Police  
11 Protective Ass'n, 118 Nev. 889, 59 P.3d 1212; Rosequist, 118 Nev. 444, 49 P.3d 651; Charles  
12 Jenkins, Case No. A1-046020, Item 775A; Operating Engineers, Item No. 346, Case No. A1-  
13 045553; Henderson Police Officers Association, Case No. A1-045314, Item 83; NRS 288.280.

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

17 a. A finding that the conduct of Respondent as referenced herein constitutes  
18 prohibited practices under Chapter 288 of the Nevada Revised Statutes;  
19 b. A finding that Respondent made unilateral changes to NRS 288.150(2)(i, m, r)  
20 which are mandatory topics of bargaining;  
21 c. An order requiring Respondent to comply with NRS 288.150 and cease making  
22 unilateral changes to the CBA and to mandatory topics of bargaining.

- e. An order requiring Respondent to immediately reinstate Sergeant Robles to full duty;
- h. An order requiring Respondent to pay the Petitioner's reasonable attorney and representatives' fees and expenses in bringing this action; and
- h. Any and all other relief that the Employee Management Relations Board deems appropriate.

DATED this 26th day of November, 2025.

/s/ Ronald J. Dreher

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## INDEX OF EXHIBITS

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1	March 28, 2025, Dismissal Memorandum	1
2	General Order E-210-05, Revised December 9, 2021	10
3	City of Reno Policy 402	12
4	Legislative History Related to "Safety," "Safety of the employee," and "Safety of the public."	39
5	November 27, 2024, Memorandum Of Administrative Leave	1

**EXHIBIT 1**

**EXHIBIT 1**



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Christopher J. Hicks  
District Attorney

(775) 328-3200  
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### **DISMISSAL MEMORANDUM**

**TO:** RENO JUSTICE COURT  
**FROM:** NICKOLAS J GRAHAM  
**RE:** DEFENDANT: VINCENT ANTHONY ROBLES  
**COURT CASE #:** RCR2024-129399    **DA#:** 0350486  
**DATE:** March 28, 2025

During the course of further investigation into this matter, the named victim provided inconsistent statements to the State, attempted to change her account of events, and expressed her desire that the case be dismissed. The named victim admitted to the State that she did not provide all pertinent facts at the time of defendant's arrest. When questioned regarding the additional facts she referenced, the named victim refused to answer any questions without legal counsel and refused to cooperate with the prosecution of the case.

Subsequently, the named victim retained an attorney who informed the prosecution that, when called to testify, she would invoke her Fifth Amendment right against self-incrimination. The primary evidence in this case is the testimony of the named victim. Without her testimony, the State cannot establish the necessary elements to sustain the allegations. Furthermore, the named victim's changing account of events raises concerns about the credibility and reliability of her initial disclosure. In the absence of corroborating evidence, the State lacks sufficient admissible evidence to proceed to trial. Please dismiss this case without prejudice pursuant to NRS 174.085 and exonerate any and all bail. If you have any questions, please contact me at 328-3200. Fax 328-3844.

CHRISTOPHER J. HICKS  
District Attorney  
Washoe County, Nevada

By Nick J. R.  
NICKOLAS J GRAHAM  
Chief Deputy District Attorney

**Justice First, People Always**

Case Number: RCR2024-129399

EXHIBIT 2

EXHIBIT 2

## RENO POLICE DEPARTMENT GENERAL ORDER

This directive is for internal use only and does not enlarge this department's, governmental entity's and/or any of this department's employees' civil or criminal liability in any way. It is not to be construed as the creation of a particular standard of safety or care in an evidentiary sense, with respect to any complaint, demand for settlement, or any other form of grievance or litigation. Violations of this directive, if substantiated, can only form the basis for intra-departmental administrative sanctions.

Chief of Police: Jason Soto /s/	
Approving Deputy Chief: Thomas Robinson V /s/	
General Order No: E-210-05      Issued: July 13, 2001	Revised: Dec 9 <sup>th</sup> , 2021
General Order Title: <b>INVESTIGATIONS OF EMPLOYEES</b>	

### **I. POLICY**

The Reno Police Department provides a process that its employees and members of the community can have confidence that complaints about departmental procedures, employees, and actions will be fairly investigated. The Department will ensure crimes and questionable incidents involving actions of employees are investigated in an objective manner, while respecting employees' constitutional and statutory rights. When necessary, the department will progressively increase the severity of discipline when employees are repeatedly involved in similar conduct; however, there may be instances where more severe discipline is immediately warranted.

Investigations will be conducted in a manner conducive to good order and discipline. The following guidelines are in accordance with court decisions, laws, employee contracts, and departmental procedure.

### **II. DEFINITIONS**

**A. Administrative Investigations** – Non-criminal investigations of departmental employee(s) to determine whether or not the employee violated departmental policy, training requirements, or other objectives as required by General Orders, D.C. Directives, Training Bulletins and departmental training. The following are the different types of Administrative Investigations:

1. **Administrative-Directed Investigation (ADI)** – An Administrative Investigation that results from complaints of non-criminal misconduct, initiated by an employee against another employee.
2. **Employee Involve Crash Investigation (ACC)** – An Administrative Investigation to determine whether an employee involved in a vehicle crash, violated any policy, procedure or training requirement during the crash.
3. **Internal Affairs Investigation (IA)** – An Administrative Investigation that results from a complaint of non-criminal misconduct, initiated by a non-employee against an employee.
4. **Pursuit** – An Administrative Investigation conducted as the result of a police pursuit, to ensure policies, procedures and training requirements were adhered to before, during and after the pursuit.
5. **Use of Force (UOF)** – An Administrative Investigation conducted after a Use of Force, in accordance with the Use of Force General Order, to ensure policies, procedures and training requirements were adhered to before, during and after a Use of Force.

**B. Cease and Desist Memo** – A written admonishment, issued to an employee as to future job performance expectations that may or may not be related to a potential complaint. This admonishment should be documented in the form of a memo and places the employee on notice that if the conduct is in fact occurring, it is to stop.

**C. Complaint** - A complaint is an act of expressed dissatisfaction relating to department operations, personal conduct, or unlawful, excessive, or unnecessary acts. Complaints may be formal (generally a written, signed personnel complaint form and/or a taped statement of the allegation) or informal (verbal or written, made for informational purposes that can normally be resolved at the time the complaint is made).

**D. Complaint Categories** – Complaint types are categorized in terms of severity and for the purposes of assigning investigations of complaints. The categories are as follows:

- 1. Category I** – Severe complaints of misconduct that are generally investigated by Internal Affairs, including but not limited to: discrimination, dishonesty, excessive force, false arrest, racial/ethnic slurs, sexual harassment and any other complaint as directed by the Chief of Police/designee.
- 2. Category II** – Complaints generally investigated by the employee's immediate supervisor. These include: courtesy, improper procedure, performance of duty, Use of Force, Pursuit and Pursuit Intervention Technique, improper tactics, improper arrest or any other complaint as directed by the Chief of Police/designee. If, during the supervisor's investigation, it becomes evident that the misconduct fits in Category I, the supervisor shall notify Internal Affairs.
- 3. Category III** – Complaints that generally involve clarifying departmental policy or procedure to the complainant. These complaints are generally handled by the person receiving the complaint but may be forwarded to Internal Affairs at the direction of the Chief of Police/designee.

**E. Corrective Action** – Actions a supervisor may take with an employee to correct their performance and/or prevent them from further misconduct. These are non-disciplinary actions:

- 1. Employee Performance Comment/Outcome Sheet (EPCO)** – See Employee Performance Comment/Outcome Training Bulletin.
- 2. Oral Counseling** – A conversation between a supervisor and employee about the employee's competence or conduct.
- 3. Training** – Employee development that can be prescribed independently or in conjunction with other forms of corrective action and which is intended to correct a specific deficiency in an employee's competence.

**F. Disciplinary Action** - Directed action, resulting from an Administrative Investigation, documenting an act of misconduct by an employee. Types of disciplinary action include:

- 1. Demotion** – Relegating a Principal to a position of lower responsibility and pay.
- 2. Documented Oral Counseling** – This action requires the Principal's supervisor to meet with the employee and counsel the employee regarding the misconduct.
- 3. Written Reprimand** – A memo intended to provide the Principal with a written record outlining specific corrective action that must be taken to avoid further discipline.
- 4. Training** – Employee development that can be prescribed in conjunction with other forms of disciplinary action.
- 5. Suspension** – Relieving an employee from duty for a specified period of time, without pay.
- 6. Termination** – Terminating one's employment with the Reno Police Department.

**G. Disposition Classifications** – Whenever an Administrative Investigation is conducted, the case must be closed and classified with one of the following dispositions:

1. **Closed** – When an Administrative Investigation cannot be processed further due to a lack of cooperation by a complainant or when the Chief/designee determines that the action in the complaint does not fall with the administrative jurisdiction of the department. Closed investigations may only be re-opened when directed by the Chief/designee.
2. **Exonerated** – When an Administrative Investigation indicates that the allegation is true but the employee's involvement was lawful, proper, justified and/or complied with departmental policies, procedures, training requirements and/or rules and regulations.
3. **Misconduct not Based on the Complaint** – When Administrative Investigations uncovers misconduct that was not alleged in the original complaint.
4. **Not Sustained** – When an Administrative Investigation discloses that there was not sufficient evidence to prove or disprove the allegations.
5. **Sustained** – When, by a Preponderance of Evidence, an Administrative Investigation reveals that the allegation(s) did occur and were a violation of departmental policy, procedures, training requirements and/or rules and regulations. Sustained findings may include misconduct which falls within the broad outlines of the original allegation(s).
6. **Unfounded** – The investigation reveals that the alleged misconduct did not occur.

**H. Preponderance of Evidence** – The standard of proof required to sustain a Principal for a violation of departmental policies, procedures or training requirements.

**I. Principal** – An employee who is the primary subject of an Administrative Investigation or the employee who has been identified in a complaint.

### **III. COMPLAINT TAKING PROCEDURES**

**A. Responsibilities of an Employee Taking Complaint of Misconduct** – All department employees, regardless of rank or assignment, will take complaints of alleged misconduct from citizens and have the following responsibilities:

1. Document the details of the complaint and the contact information of the complainant.
2. Take complaints from any person regardless of race, color, religion, age or standing in a criminal case, and through any means, whether in person, by mail, by telephone, or by electronic mail.
3. Ensure the anonymity of those complainants who wish to remain anonymous.
4. Review complaints from a juvenile to determine whether an adult responsible for the juvenile should be notified.
5. Notify a supervisor as soon as practicable.
6. Make notification at the next level within the chain of command, when a complaint involves a supervisor.

**B. Supervisor's Responsibilities upon Receiving a Complaint of Misconduct** – Once a supervisor has been notified of a complaint, the supervisor has the following responsibilities:

1. Make every effort to contact the complainant in order to assess the veracity of the complaint, mediate lesser complaints, determine whether immediate action is appropriate and notify the chain of command if such action is required.
2. Ensure that those complainants wanting to remain anonymous retain their anonymity and gather enough information from the anonymous complainant in order to make an Administrative Investigation feasible.
3. Make every effort to immediately resolve Category II and Category III complaints, so long as the complainant agrees with the resolution proposed. Whenever practicable the

supervisor resolving complaints in such manner will document the resolution with Internal Affairs to update the Internal Affairs files.

4. For Category I complaints or for Category II or III complaints that cannot be resolved, the supervisor will request a written statement from the complainant, complete a summary of the complaint and actions taken and forward the information to Internal Affairs.
5. When appropriate and when it won't compromise the integrity of an investigation, notify involved employees of the complaint and advise them to refrain from discussing the matter with anyone beside their representative.
6. Evaluate the use of Administrative Leave or Cease and Desist Memo and obtain approval from chain-of-command if either action is appropriate.

**C. Internal Affairs Responsibilities upon Receiving a Complaint of Misconduct – Internal Affairs** will be the central repository of all personnel complaints, sworn and professional.

Additionally, Internal Affairs has the following responsibilities:

1. Initiate investigation into complaints as soon as practicable.
2. Update a citizen complainant of the status of the investigation every 30 days until the completion of the investigation and maintain copies of notifications in the case file.
3. Conduct the Administrative Investigation in compliance with NRS 289.
4. Conclude the investigation and reach a disposition classification within 90 days upon receiving a complaint, unless an extension is approved by the Chief of Police.
5. Upon concluding a citizen generated investigation, send the involved citizen complainant a letter advising of the outcome of the investigation, limited to the disposition classification. No details shall be provided detailing whether disciplinary action was imposed.

**IV. ADMINSTRATIVE INVESTIGATION PROCEDURES**

This section applies both to Administrative Investigations initiated by a complaint and those required by policy. Whether an Administrative Investigation is completed by an employee's supervisor or by Internal Affairs, the investigation will be conducted in compliance with NRS 289 (where applicable), whether or not the Principal is sworn and regardless of the Principal's rank or assignment.

**A. Supervisor's Responsibilities –** Supervisors or members of Internal Affairs who are conducting an Administrative Investigation may:

1. Respond to the scene of the incident and conduct an initial assessment. This is required by other general orders such as traffic crashes, UOF, Pursuit investigations, etc.
2. Obtain a statement from the non-departmental witnesses and any involved.
3. Without interrogating departmental personnel and after ensuring all body cameras have been powered down, conduct an initial assessment of what occurred. Employees have the right to invoke certain rights. If they do so, refrain from continuing any interviews.
4. Ensure employee's have a representative present during any interview, if they so desire.
5. At the scene of an incident where a Principal invokes, supervisors and officers arriving have the responsibility of assuring public safety and identifying and protecting relevant evidence. In order to fulfill that responsibility, the Principal will be required to answer questions directly related to public safety and evidentiary matters. The scope of the questioning will vary according to the specific conditions of the incident and will include, but not necessarily be limited to, questions concerning fleeing suspects, injured persons, and the location of relevant evidence. Principals will be directed by a supervisor on scene to provide a compelled statement concerning only those issues identified above.
6. Ensure photographs are taken whenever they would assist the Administrative

Investigation.

7. When necessary or appropriate, interview Principals in compliance with legal and contractual standards.
8. Review all facts related to the case and come to an investigative conclusion in accordance with the Preponderance of Evidence.
9. For Administrative Investigations conducted by an employee's supervisors, supervisors will forward the completed case to Internal Affairs.

**B. Principal's Responsibility**

1. **Evidentiary Tests** – Upon order of the Chief/designee, employees will submit to medical, ballistics, chemical or other tests, photographs, a breath test, voice print, handwriting examination, line-ups, or any other evidentiary test as determined by the investigator. Procedures will conform to departmental policies, procedures and rules and must be specifically directed and narrowly related to the particular investigation being conducted by the department. The report will contain articulated reasons for requesting any physical test.

**V. RESTRICTED ACTIVITIES**

**A. Property Searches** – An employee's personal property will not be subjected to search or seizure without a warrant or probable cause. Only an employee's departmentally assigned property may be examined, including but not limited to lockers, vehicles, computers, electronic devices, etc.

**B. Communication Monitoring** – Departmental communications, communicated on departmentally issued devices may only be monitored under conditions permitted by law.

**C. News Media** – In the context of an Administrative Investigation, the department will not cause an employee to be subjected to visits by the news media, nor will the employee's home address, phone number or photograph(s) be released without the employee's express consent.

**D. Personal Information** – Employees will not be required to disclose their assets, debts, sources of income or other financial information unless that information is necessary to the Administrative Investigation.

**E. Polygraph Tests** – A polygraph may be administered in accordance with NRS 289 and NRS 648 and any contractual provision.

1. The Principal is not required to submit to a polygraph but may do so if they so desire. If the employee declines to submit to a polygraph examination:
  - a) The Department will not take disciplinary action against the employee, and;
  - b) The assigned investigator will not make a note of such declination in the report;
  - c) Evidence of an employee's declination of a polygraph examination under this subsection is not admissible at any subsequent hearing, trial, or other judicial or administrative proceeding regarding this investigation.
2. When a polygraph examination is given pursuant to this subsection, an audio or video recording must be made of the examination, the preliminary interview, and the post-examination interview. Before the opinion of the examiner regarding the employee's veracity may be considered in a disciplinary action, all records, documents and recordings resulting from the examination must be made available for review by one or more examiners licensed or qualified to be licensed in this State who are acceptable to

the law enforcement agency and the employee being investigated. If the opinion of the reviewing examiner does not agree with the initial examiner's opinion, the employee must be allowed to be re-examined by an examiner of his/her choice who is licensed or qualified to be licensed in this State. In any event, the department shall not use a polygraph examiner's opinion regarding the veracity of the employee under investigation as the sole basis for disciplinary action against the employee. (NRS 289.070)

3. The following guidelines will be used when administering a polygraph exam to an employee under investigation. The employee will be:
  - a) Given ample advance notification prior to scheduling of the polygraph examination;
  - b) Advised of the circumstances and purpose of the examination; and
  - c) Provided with a list of questions to be asked prior to the polygraph examination.
4. A person who makes a complaint may not be required to submit to a polygraph examination as a condition of the Administrative Investigation, but may request or agree to a polygraph examination. If the complainant requests or agrees to a polygraph examination, such examination must be given.

## **VI. ADMINISTRATIVE INVESTIGATIONS ADJUDICATION PROCESS**

**A. Internal Affairs (IA) Responsibilities** – Upon completing an investigation or upon receiving a completed investigation from a Principal's supervisor, IA is responsible for the following:

1. **Sustained Findings** – Notifying the Principal of the sustained finding and allowing the employee or their representative to write a response. Then, initiating the discipline progress by soliciting the Principal's chain-of-command for a recommendation of discipline. Once the recommendation has been completed, the case will be forwarded to the Chief/designee for review.
2. **Other than Sustained Findings** – Forwarding all cases with any disposition other than sustained, to the Chief/designee for review. When Internal Affairs is notified that the Chief of Police has approved the recommended disposition of other than sustained, Internal Affairs will notify the employee via memorandum within 14 calendar days.
3. **After the Chief's Review** – After the Chief/designee has reviewed the case as delineated below in section B., IA will issue a memo to the Principal. This memo will include:
  - a) The date(s) when and place(s) where the alleged act(s) occurred;
  - b) A statement of the alleged acts or omissions;
  - c) A statement of the findings and disposition;
  - d) The recommended disciplinary action; and,
  - e) The charged employee's rights to appeal through the administrative appeals hearing process.

**B. Chief of Police Review** – The Chief/designee will review completed Administrative Investigations, including the reports and accompanying documents and recommendations.

1. If the Chief/designee concurs with the recommendations, he/she will forward the Administrative Investigation and accompanying documents, with his/her written concurrence, to Internal Affairs for implementation.
2. If the Chief/designee does not concur with the recommendations, the Chief may:
  - a) Return the investigation and accompanying documents to Internal Affairs for re-evaluation and/or follow-up investigations.
  - b) Modify any recommended corrective or disciplinary action, absent arbitration, court, or civil service limitations, for the good of the department.

**C. Principal's Right to Review** – The Principal of any Administrative Investigation that results in a sustained disposition may review the investigations report upon completion. The Principal has the right to respond, in writing, to any document placed in their personnel file so long as they are done in accordance with NRS 289.

**D. Appeal** – Principals have the right to appeal discipline pursuant to their collective bargaining agreements or civil service rules, however only one appeals process may be pursued.

## **VII. SUSPENSION AND TERMINATION PROCEDURES**

**A. Suspensions** – While on Suspension, employees will not be considered to have authority or responsibility conferred upon them by the privileges of being employed by the City. Sworn personnel will not take any law enforcement action representing the Reno Police Department. Employees are still responsible for adhering to policies and procedures from which they have not been specifically relieved. When an employee is suspended, the employee is responsible for:

1. Providing payroll with the completed required documents, including a memorandum and approval of the employee's supervisor listing the Suspension dates, with intended completion date. The employee may not deviate from this planned discipline schedule unless approved in advance by their supervisor.
2. If directed to do so by a supervisor, leaving their assigned departmental identification (including ID card, entry key, badge and gun if applicable) with the supervisor designated, at the beginning of the Suspension. Upon completion of the Suspension, the employee may retrieve said items.

**B. Suspension Days** – The Chief/designee may only extend the time frame in which Suspensions must be served and only after written request by the Principal. Generally such requests shall only be considered in cases where Suspensions exceed 10 days, in order to not put undue financial hardship on the Principal. Otherwise, Suspensions will be served as follows:

1. Three (3) days or less, will normally be served within 90 calendar days.
2. Four (4) days to eight (8) days, will normally be served within 180 calendar days.
3. Nine (9) days or greater, will normally be served within 360 calendar days.

**C. Terminations** – When the disciplinary action is termination, IA will send an informational memorandum to the Principal. This memo shall inform the Principal of:

1. The reasons for termination.
2. The effective date of termination.
3. Directions to contact City of Reno Human Resources for the status of benefits.
4. A statement as to the content of the employee's employment record relating to the termination.

**D. Pre-Disciplinary Hearing** – An employee who receives a pre-disciplinary hearing, as required by their collective bargaining agreement, shall not be removed from pay status until the outcome of the hearing. The purpose for this hearing is for the Principal to respond to specific charges and present evidence on his/her behalf. The Principal has the right to representation during this hearing.



**Addendum A****APPEALS PROCESS GUIDELINE**

1. = Review by next level supervisor.  
2. = Written Response Right (30 Days).  
3. = Administrative Appeals Hearing.  
4. = Contract Grievance/Arbitration Procedures.  
5. = Civil Service Commission.  
\* = If it reduces pay.  
\*\* = If equal to one of the above types of disciplinary actions or combinations thereof.  
Those applicable processes may be utilized, i.e., two-day suspension of 4 days or more.

Note: OR means either contract grievance procedure OR Civil Service Commission, not both.

<u>Levels of Disciplinary Action</u>	<u>Applicable Appeal Process</u>				
	1.	2.	3.	4.	5.
Documented Oral Counseling (1st Step)	Yes	Yes	Yes	No	No
Written Reprimand (2nd Step)	Yes	Yes	Yes	No	No
Suspensions of 3 Days or Less (3 <sup>rd</sup> Step)	Yes	Yes	Yes	Yes	Yes
Suspensions of 4 Days or More (3 <sup>rd</sup> or 4 <sup>th</sup> Step)	Yes	Yes	<u>OR</u> Yes	Yes	Yes
Demotion (Not Confirmed)	Yes	Yes	Yes	Yes	No
Demotion (Confirmed)	Yes	Yes	<u>OR</u> Yes	Yes	Yes
Termination (Not Confirmed) (5 <sup>th</sup> & Final Step)	Yes	Yes	<u>OR</u> Yes	Yes	No
Termination (Confirmed) (5 <sup>th</sup> & Final Step)	Yes	Yes	<u>OR</u> Yes	Yes	Yes
Supplemental Performance Appraisal Form	Yes	Yes	Yes	*	No
Other**	**	**	<u>OR</u> **	**	**

**Addendum B**

Field Admonition

You are being ordered to provide answers to questions narrowly related to the public safety and evidentiary concerns of the incident that just occurred. Your answers constitute a compelled statement and cannot be used against you in any criminal proceeding. If you refuse to answer, your refusal will be considered insubordination and you will be subject to disciplinary action, up to and including termination.

At the completion of this limited questioning, you will be segregated from the other officers and will not be questioned further until your representative, if desired, has arrived.

**EXHIBIT 3**

**EXHIBIT 3**

# **CITY OF RENO – Policies and Procedures**

## **Rules of Conduct**

<b>Approved by: Sabra Newby, City Manager</b>	<b>Number: 402</b>
	<b>Effective Date: 09-21-2018</b>

## **I. PURPOSE**

The purpose of this policy is to establish clear guidelines for correcting and preventing job performance deficiencies and misconduct; administering employee disciplinary action; and establish the standard of conduct that is expected of all City employees. This policy provides notice that consequences will follow for failure to abide by this policy and serves to delegate to department heads the authority to bring corrective or disciplinary action against employees in their assigned departments.

## **II. REVISION HISTORY**

09-21-18      Adopted

## **II. REFERENCES**

Nevada Revised Statutes (NRS) 202.2483; 202.2492; and NRS 613.350  
Reno City Charter  
Supervisor's Reference Manual

## **IV. PERSONS AFFECTED**

All elected officials, officers, and City of Reno employees.

## **V. POLICY**

It is the policy of the City of Reno to set standards for employee performance and conduct that reflect the value the City places on ethics, professionalism, responsibility, and accountability. Established rules of performance and conduct ensure orderly operations; provide the best possible work environment for employees; and protect the interests of the City, employees, and the public. It is expected that every employee strive to achieve the highest level of job performance and conduct themselves appropriately.

It is also the policy of the City to delegate to department heads who report to the City Manager, the authority to impose corrective or disciplinary action which, by terms of the City Charter, is vested in the City Manager. This removes the City Manager from the untenable position of effectively reviewing their own disciplinary action in the event of an appeal and avoids the perception that an appeal to the City Manager is merely a procedural exercise.

The City of Reno will address unsatisfactory performance or conduct by employees through a system of corrective action and progressive discipline that is prompt, consistent, objective, and reasonably related to the nature of the offense. Such corrective or disciplinary action is intended as a means to correct the problem, prevent reoccurrence, and prepare the employee for satisfactory service in the future. Corrective action or progressive discipline will be administered only for just cause. The system will ensure that employees are aware of the infraction for which they are being disciplined and what action they must take to satisfactorily correct the problem before more severe action is taken. The City authorizes four incremental levels of corrective disciplinary action available to department heads, managers, and supervisors. This policy does not require that every instance of disciplinary action begin with the lowest increment. Department heads, managers, and supervisors have discretion to initiate the disciplinary process at the level most reasonably related to the nature of the infraction, up to and including termination for a single or first offense. Infractions of these rules will subject the employee to corrective or disciplinary action. Termination can occur for a single or first offense that is particularly serious in nature. The City reserves the right to take corrective or disciplinary action whenever management deems it necessary and appropriate.

Any dissemination of information related to a disciplinary action or subsequent inquiry of any employee's separation from employment must be coordinated with the Human Resources Department.

## VI. DEFINITIONS

- A. Administrative Leave with Pay – Removal of an employee from the work place without loss of pay during the time necessary to conduct an investigation of suspected misconduct or unsatisfactory performance by an employee. The supervisor may place an employee on Administrative Leave With Pay for the remainder of the day of an alleged incident; the department head or division manager must approve such leave for any period beyond the remainder of the day of an alleged incident.
- B. Corrective Action – A directed action, resulting from a completed investigation documenting an act of misconduct or unsatisfactory performance by an employee.
- C. Place of Employment – Any enclosed area under the control of the City which employees frequent during the course of employment.
- D. Suspension – An uncompensated period of time that temporarily prohibits the employee from performing their duties as a result of the employee's unsatisfactory work performance or misconduct.
- E. Termination – Involuntary separation from employment initiated by City authority as a result of the employee's unsatisfactory work performance or misconduct.
- F. Tobacco Products – Any form of tobacco product: an inhalant that produces smoke, smokeless, or oral tobacco product. For purposes of this policy, the term "Tobacco Products" excludes smokeless and vaporless nicotine products used for the specific purpose of quitting smoking.

- G. Verbal Counseling – A timely, private discussion between the supervisor and the employee in which the employee is advised and cautioned about unsatisfactory work performance or misconduct.
- H. Written Reprimand – A timely, written notification to the employee from the supervisor in which the employee is advised and cautioned about their work performance or misconduct; documenting the date, time, and place of the inappropriate behavior or performance, future expectation of the employee, and the consequences should the inappropriate behavior or performance continue.

## **VII. RESPONSIBILITIES**

- A. The Human Resources Department is responsible for:
  1. Developing and disseminating disciplinary guidelines for use by supervisors and managers;
  2. Monitoring actions taken under this policy to ensure city-wide consistency in their application; and
  3. Consulting with the Office of the City Attorney on disciplinary suspensions of three (3) or more days, demotions, or terminations.
- B. Department heads, managers, and supervisors are responsible for:
  1. Administering Corrective Action in accordance with the principles established by this policy;
  2. Consulting with or notifying, if routine, the Human Resources Department before imposing Corrective Action; and
  3. Discussing the decision not to impose Corrective Action with the Human Resources Department in order to ensure consistency with past practice.

## **VIII. PROCEDURES**

### **A. Conduct**

1. Causes for Corrective Action shall include, but are not limited to the following:
  - a. Unauthorized removal or use of City property, regardless of its value or whether it has been designated or appears to be intended for disposal;
  - b. Incompetence, unsatisfactory performance, or non-performance of assigned duties;
  - c. Unauthorized release of information which is not part of the public record;
  - d. Withholding of information which is part of the public record;
  - e. Failure to report to work as scheduled;
  - f. Failure to notify supervisor when unable to report to work on time;
  - g. Falsification of employment forms or work records, including timekeeping records;
  - h. Habitual or excessive absence, tardiness, or abuse of sick leave privileges;
  - i. Unexcused absence;
  - j. Any unauthorized use of telephones, equipment, computers, or any other City-owned or controlled equipment/property which exceeds nominal/incidental use;
  - k. Fraud in securing employment;
  - l. Use of Tobacco Products in undesignated areas;
  - m. Physical violence or other abusive conduct toward another employee;

- n. Being under the influence of alcohol, illegal drugs, or a controlled substance, or possessing, manufacturing, distributing, dispensing, selling, transferring, or consuming alcohol, illegal drugs, or a controlled substance in the workplace, on duty, in paid standby status, on City business, or in a City vehicle;
- o. Violation of the provisions of federal, state, or local law/statutes; the City Charter; City ordinances; Civil Service rules and regulations; or Administrative Rules;
- p. Violation of health or safety rules/policies;
- q. Discourteous treatment of the public or other employees;
- r. Dishonesty or dishonesty by omission when required to report such information to a supervisor;
- s. Insubordination, willful disobedience, or failure to follow a lawful supervisory directive;
- t. Failure to notify the City of secondary employment;
- u. Engaging in secondary employment while on a personal leave of absence, sick leave, or FMLA leave;
- v. Refusing to participate or cooperate in an investigation;
- w. Interfering or misrepresenting information during an investigation;
- x. Retaliating against another employee who reports discrimination, harassment, workplace violence, or testifies, assists or participates in any manner in an investigation, proceeding, or hearing, regardless of the outcome of the complaint;
- y. Retaliating against any employee who reports a violation of Federal, State, or local law/regulation; violation of City code/ordinance; an abuse of authority; a specific danger to the public health or safety; or a gross waste of public money;
- z. Sharing private medical information with those that do not have a business reason to know;

- aa. Covert video or audio recording of another employee in the workplace without permission of the recorded party, except where the recording employee:
  - 1) Has been assigned responsibility for and is engaged in an official investigation; or
  - 2) Has a reasonable, good faith belief that covert recording is necessary in order to substantiate a claim of harassment or discrimination, or to otherwise disclose improper governmental action (as such term is defined by NRS 281.611 *et. seq.*).
- bb. Misuse of City funds, City procurement card, or other financial resources;
- cc. Disruptive activity in the workplace;
- dd. Sexual harassment or other unlawful discrimination/harassment;
- ee. Negligence or improper conduct leading to damage of City-owned property or controlled property;
- ff. Possession of dangerous and unauthorized materials in the workplace unless specifically authorized to possess such items;
- gg. An act that would tend to embarrass or discredit the City, whether such act is committed while on or off duty (provided that such act provides a basis for corrective action which is not otherwise prohibited by law); or
- hh. Violation of any City policy.

B. Corrective Action and Progressive Discipline

- 1. Unsatisfactory job performance or inappropriate conduct may be addressed through the following actions:
  - a. Verbal Counseling
    - 1) Verbal Counseling is appropriate for first offenses of a less serious nature.
    - 2) Verbal Counseling instances should be documented and kept within the department for performance evaluation and record-keeping purposes.
    - 3) Any Verbal Counseling should be discussed with the Human Resources Department to ensure compliance with applicable

rules, collective bargaining agreement provisions, and consistency with past practice.

b. Written Reprimand

- 1) Written Reprimands are appropriate when Verbal Counseling has not resulted in correction of a problem or where the infraction is of a more serious nature.
- 2) Any Written Reprimand must first be discussed with the Human Resources Department to ensure compliance with applicable rules, collective bargaining agreement provisions, and consistency with past practice.
- 3) Written Reprimands shall be presented and a copy given to the employee indicating the following:
  - The specific employee act which demonstrated the unacceptable conduct/behavior;
  - The expected conduct/behavior;
  - That such acts must not be repeated;
  - That further action will result if the employee fails to show and maintain satisfactory improvement; and
  - Signed acknowledgement of receipt of the written reprimand by employee.
- 4) Written reprimands will be sealed based on collective bargaining agreements. For employees not covered by collective bargaining agreements, or where collective bargaining agreements do not speak to retention of written reprimands, NRS retention requirements will be followed.

c. Suspension

- 1) Suspensions are appropriate when Verbal Counseling and Written Reprimands have failed to correct the problem or in cases of egregious infractions of policies/procedures.
- 2) Suspensions result in time off without pay.
- 3) Suspensions of more than three days are subject to the rules of the Civil Service Commission and collective bargaining agreements.

- 4) Any Suspension must be first discussed with the Human Resources Department to ensure compliance with applicable rules, collective bargaining agreement provisions, and consistency with past practice.
- 5) Copies of the suspension notice are given to the employee and sent to the Human Resources Department.
- 6) The Human Resources Department will ensure that the documents are placed in the employee's official personnel file and forwarded to the Civil Service Commission, when required.

d. Termination

- 1) Termination is appropriate when other measures have failed to correct the problem or for particularly significant and egregious offenses. In the latter circumstance, Termination may result for a single or first offense without applying progressive disciplinary steps. Termination is also subject to the rules of the Civil Service Commission and collective bargaining agreements.
- 2) Prior to initiating any Termination action, the department head must first discuss the action with the Human Resources Department who will consult with the Office of the City Attorney to ensure compliance with applicable statutes, rules, collective bargaining agreement provisions, and consistency with past practice.
- 3) Copies of the Termination notice are given to the employee and sent to the Human Resources Department.
- 4) The Human Resources Department will ensure that the documents are placed in the employee's official personnel file and forwarded to the Civil Service Commission, when required.

**C. Other Workplace Conduct**

1. The following workplace behaviors are also subject to discipline:

a. Dress and Appearance

1) Department Responsibility: Employees shall follow individual department guidelines on dress and appearance. Department heads may establish written guidelines for appropriate attire for their individual work divisions, as well as any exceptions, taking into account assignments and working environments. Guidelines will be distributed to employees in writing prior to enforcement.

2) Personal Protective Equipment (PPE)

- Appropriate protective equipment for the eyes, face, head, hands, and feet will be required for all positions working with or around hazardous materials or working in hazardous environments.
- The City will provide employees with training in safety and the use of PPE when the employee is hired and on an annual basis thereafter.

3) Casual Day: The City Manager may approve voluntary casual or dress-up days in honor of activities or local events. Uniformed personnel shall wear their designated uniforms during this period unless otherwise given permission by their department head. If casual attire interferes with safety clothing, safety clothing must be worn.

b. Smoking and Tobacco Products

- 1) Use of Tobacco Products is limited to designated outdoor areas located 25 feet outside the building entrance, operable windows, and ventilation systems of enclosed areas, to prevent tobacco smoke or fumes from e-cigarettes from entering those areas.
- 2) All materials used for smoking in designated smoking areas will be extinguished and disposed of in appropriate containers. Designated outdoor areas will be determined by the department head responsible for the affected building or area.
- 3) No additional breaks or rest periods will be granted to employees who use tobacco products.

4) In furtherance of a tobacco free workplace, the City will pursue those measures allowed by law to restrict the public from smoking tobacco in City places of employment, government buildings, and public places. NRS 202.2483 (Nevada Clean Indoor Air Act) allows the City to clearly and conspicuously post at every entrance in each of its government buildings and public places "No Smoking" signs or the international "No Smoking" symbol to notify its employees and visiting public that smoking is prohibited. A violation by a person of the provisions of the Nevada Clean Indoor Air Act and related laws are separately enforceable from this policy by health authorities and police officers within their jurisdiction. A violation of the Nevada Clean Indoor Act has both civil and criminal penalties as set forth in NRS 202.2492 and 202.24925, as amended.

**D. Special Event Protocol and Privileges**

1. City employees attending special events in a guest or volunteer capacity will not receive additional compensation as a result of their attendance.
2. The City Manager's decision related to the administration of this policy shall be final. Credentials not used must be returned to the City Manager, or designee, for redistribution under this policy. Invitations generally will not extend to individuals under age of 18, unless approved by the City Manager, or designee. The following criteria shall be used by the City Manager, or designee, in the distribution of any available credentials, passes, tickets, or invitations to a special event. Groups are listed in order of priority and shall be on an equal, first-come, first-serve basis.
  - a. City Elected Officials: Each elected official shall be contacted by the City Manager, or designee, prior to an official City function to offer one credential, pass or invitation and one to a guest of an elected official. Requests for additional credentials shall be made to the City Manager, or designee, and after an initial offering has been completed.

- b. Dignitaries, Invited Guests, or Elected Officials from Other Agencies: The City Manager, or designee, will evaluate special events and extend an invitation to other dignitaries, invited guests, or elected officials of other agencies as appropriate given the issues and opportunities confronting the City. Upon receipt of credential, the official may transfer the credential to another party of their choosing if permitted by the special event. The City Manager, or designee, may extend an invitation to any employee who has made contributions to the event or has otherwise distinguished themselves in service to the City. These invitations shall be limited to the invited person and one guest. Requests for additional credentials shall be made to the City Manager, or designee, and after an initial offering has been completed.
- c. Department Heads: The City Manager, or designee, will evaluate each event and may extend an invitation to department heads and a guest on an equal or rotating basis depending on availability. The department head may distribute credential to a member of their assigned department, but not to the general public. No director or employee shall request financial compensation in exchange for the distribution of credential to another party.
- d. City Employees: The City Manager, or designee, may distribute the remaining credentials to employees.

E. Fraternization

- 1. Employees are prohibited from engaging in physical contact that would reasonably be deemed inappropriate while anywhere on City premises, whether during working hours or not.
- 2. Employee off-duty conduct, including personal relationships, is generally deemed private, as long as it is not detrimental to employee performance. Employees are expected to conduct themselves in a professional manner at all times. Personal relationships must not interfere with any employee's professionalism, which includes treating others with respect and refraining from workplace behavior that makes others feel uncomfortable, or which is detrimental to job performance (e.g., sexual language and overt physical displays of affection).

3. The exception to the allowance made by Paragraph 2 above is a relationship that may create a conflict of interest or the appearance of one between a supervisor and an employee he or she directly supervises or whose terms or conditions of employment he or she may influence. Terms or conditions of employment include, but are not limited to, promotion, termination, discipline, compensation, working conditions, and special assignments/privileges. Because of the potential for conflict or the appearance of conflict in such a relationship, all relationships between supervisors and subordinates must be disclosed to the Human Resources Department. If potential issues are identified, the Human Resources Department will work with the department head involved to consider options to resolve the conflict.
4. Failure to report to, or cooperate with, the Human Resources Department to resolve a situation which may violate the standards set out in this policy, may ultimately be deemed insubordination and may result in disciplinary action. A refusal to accept a transfer to a reasonable alternative position, if available, will be deemed a voluntary resignation.

END

EXHIBIT 4

EXHIBIT 4

A. B. 416—Committee on Government Affairs, Mar. 25.

Summary—Restricts withdrawal by local government of recognition of employee organization and permits consideration of bad faith in negotiations. (BDR 23-1469) Fiscal Note: Effect on Local Government: No. Effect on the State or on Industrial Insurance: No.

Mar. 25—Read first time. Referred to Committee on Government Affairs. To printer.

Mar. 28—From printer. To committee. 4/21; 4/28

✓ May 9—From committee: Amend, and do pass as amended. Placed on Second Reading File. Read second time. Amended. To printer.  
✓ May 10—From printer. To engrossment. Engrossed. First reprint. Placed on General File. Read third time. Passed, as amended. Title approved, as amended. To Senate.

May 11—In Senate. Read first time. Referred to Committee on Government Affairs. To committee. 5/15; 5/17

✓ May 18—From committee: Do pass, and place on Consent Calendar. Read. Passed on Consent Calendar. Title approved. To Assembly. In Assembly. To enrollment.

May 23—Enrolled and delivered to Governor.

May 26—Approved by the Governor. Chapter 552.  
Effective July 1, 1983.

**SUMMARY OF LEGISLATION 1983**  
LEGISLATIVE COUNSEL BUREAU - RESEARCH DIVISION

A.B. 416 (chapter 552)

Relates to local government collective bargaining. The act clarifies that the subject of the safety of an employee is within the scope of mandatory bargaining, but safety of the public is only within the purview of the local government employer and is not subject to mandatory bargaining. It also provides that a local government employer may withdraw recognition of an employee organization for the purpose of collective bargaining only after receiving written permission from the local government employee-management relations board. The measure requires that a factfinder consider whether a party has bargained in bad faith in ascertaining the terms and provisions which should be included in an agreement and in assessing the reasonableness of the positions of the parties in the dispute.

ASSEMBLY BILL No. 416—COMMITTEE ON GOVERNMENT AFFAIRS

MARCH 25, 1983

Referred to Committee on Government Affairs

**SUMMARY**—Restricts withdrawal by local government of recognition of employee organization and permits consideration of bad faith in negotiations. (BDR 23-1469)

**FISCAL NOTE:** Effect on Local Government: No.

Effect on the State or on Industrial Insurance: No.

EXPLANATION—Matter in *italics* is new; matter in brackets [ ] is material to be omitted.

AN ACT relating to local government; restricting the withdrawal by a local government of the recognition of an employee organization; permitting a factfinder to consider whether a party has bargained in bad faith; and providing other matters properly relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE  
AND ASSEMBLY, DO ENACT AS FOLLOWS:

- 1       Section 1. NRS 288.160 is hereby amended to read as follows:
- 2       288.160   1. An employee organization may apply to a local go-
- 3       vernment employer for recognition by presenting:
  - 4       (a) A copy of its constitution and bylaws, if any;
  - 5       (b) A roster of its officers, if any, and representatives; and
  - 6       (c) A pledge in writing not to strike against the local government
  - 7       employer under any circumstances.
  - 8       A local government employer shall not recognize as representative of
  - 9       its employees any employee organization which has not adopted, in a
  - 10      manner valid under its own rules, the pledge required by paragraph (c).
  - 11      2. If an employee organization, at or after the time of its applica-
  - 12      tion for recognition, presents a verified membership list showing that it
  - 13      represents a majority of the employees in a bargaining unit, and if the
  - 14      employee organization is recognized by the local government employer,
  - 15      it shall be the exclusive bargaining agent of the local government
  - 16      employees in that bargaining unit.
  - 17      3. A local government employer may withdraw recognition from an
  - 18      employee organization which:

1       (a) Fails to present a copy of each change in its constitution or  
2 bylaws, if any, or to give notice of any change in the roster of its offi-  
3 cers, if any, and representatives;

4       (b) Disavows its pledge not to strike against the local government  
5 employer under any circumstances;

6       (c) Ceases to be supported by a majority of the local government  
7 employees in the bargaining unit for which it is recognized; or

8       (d) Fails to negotiate in good faith with the local government  
9 employer, •

10      *if it first receives the written permission of the board.*

11      4. If an employee organization is aggrieved by the refusal or  
12 withdrawal of recognition, or by the recognition or refusal to withdraw  
13 recognition of another employee organization, the aggrieved employee  
14 organization may appeal to the board. If the board in good faith  
15 doubts whether any employee organization is supported by a majority  
16 of the local government employees in a particular bargaining unit, it  
17 may conduct an election by secret ballot upon the question.] Subject  
18 to judicial review, the decision of the board is binding upon the local  
19 government employer and all employee organizations involved.

20      5. The parties may agree in writing, without appealing to the  
21 board, to hold a representative election to determine whether an  
22 employee organization represents the majority of the local government  
23 employees in a bargaining unit. Participation by the board and its staff  
24 in an agreed election is subject to the approval of the board.

25      Sec. 2. NRS 288.200 is hereby amended to read as follows:

26      288.200 Except in cases to which NRS 288.205 and 288.215 apply:

27      1. If:

28       (a) The parties have participated in mediation and by May 1, have  
29 not reached agreement; or

30       (b) The bargaining unit represented by the employee organization  
31 contains fewer than 30 persons,

32       either party to the dispute, at any time up to June 1, may submit the  
33 dispute to an impartial factfinder for his findings and recommendations.  
34 His findings and recommendations are not binding on the parties  
35 except as provided in subsections 5, 6 and 9. The mediator of a dispute  
36 may also be chosen by the parties to serve as the factfinder.

37      2. If the parties are unable to agree on an impartial factfinder  
38 within 5 days, either party may request from the American Arbitration  
39 Association or the Federal Mediation and Conciliation Service a list of  
40 seven potential factfinders. If the parties are unable to agree upon  
41 which arbitration service should be used, the Federal Mediation and  
42 Conciliation Service must be used. The parties shall select their  
43 factfinder from this list by alternately striking one name until the name

1 of only one factfinder remains, who will be the factfinder to hear the  
2 dispute in question. The employee organization shall strike the first  
3 name.

4 3. The local government employer and employee organization each  
5 shall pay one-half of the cost of factfinding. Each party shall pay its  
6 own costs of preparation and presentation of its case in factfinding.

7 4. A schedule of dates and times for the hearing must be  
8 established before June 20 and the factfinder shall report his findings  
9 and recommendations to the parties to the dispute within 30 days after  
10 the conclusion of the factfinding hearing.

11 5. The parties to the dispute may agree, before the submission of  
12 the dispute to factfinding, to make the findings and recommendations  
13 on all or any specified issues final and binding on the parties.

14 6. If the parties do not agree on whether to make the findings and  
15 recommendations of the factfinder final and binding, either party may  
16 request the formation of a panel to determine whether the findings and  
17 recommendations of a factfinder on all or any specified issues in a  
18 particular dispute which are within the scope of subsection 9 are to be  
19 final and binding. The determination must be made upon the concur-  
20 rence of at least two members of the panel and not later than August  
21 10 unless that date is extended by the commissioner of the board. Each  
22 panel shall, when making its determination, consider whether the  
23 parties have bargained in good faith and whether it believes the parties  
24 can resolve any remaining issues. Any panel may also consider the  
25 actions taken by the parties in response to any previous factfinding  
26 between these parties, the best interests of the state and all its citizens,  
27 the potential fiscal effect both within and outside the political subdivi-  
28 sion, and any danger to the safety of the people of the state or a polit-  
29 ical subdivision.

30 7. Except as provided in subsection 8, any factfinder, whether his  
31 recommendations are to be binding or not, shall base his recommenda-  
32 tions or award on the following criteria:

33 (a) A preliminary determination must be made as to the financial  
34 ability of the local government employer based on all existing available  
35 revenues as established by the local government employer, and with  
36 due regard for the obligation of the local government employer to pro-  
37 vide facilities and services guaranteeing the health, welfare and safety  
38 of the people residing within the political subdivision.

39 (b) Once the factfinder has determined in accordance with paragraph  
40 (a) that there is a current financial ability to grant monetary benefits,  
41 he shall use normal criteria for interest disputes regarding the terms  
42 and provisions to be included in an agreement in assessing the reason-  
43 ableness of the position of each party as to each issue in dispute [.]  
44 and he shall consider whether either party has bargained in bad faith.

1 The factfinder's report must contain the facts upon which he based his  
2 determination of financial ability to grant monetary benefits and his  
3 recommendations or award.

4 8. Any sum of money which is maintained in a fund whose balance  
5 is required by law to be:

6 (a) Used only for a specific purpose other than the payment of com-  
7 pensation to the bargaining unit affected; or

8 (b) Carried forward to the succeeding fiscal year in any designated  
9 amount, to the extent of that amount,  
10 must not be counted in determining the financial ability of a local gov-  
11 ernment employer and must not be used to pay any monetary benefits  
12 recommended or awarded by the factfinder.

13 9. The issues which may be included in a panel's order pursuant to  
14 subsection 6 are:

15 (a) Those enumerated in subsection 2 of NRS 288.150 as the subjects  
16 of mandatory bargaining, unless precluded for that year by an existing  
17 collective bargaining agreement between the parties; and

18 (b) Those which an existing collective bargaining agreement between  
19 the parties makes subject to negotiation in that year.

20 This subsection does not preclude the voluntary submission of other  
21 issues by the parties pursuant to subsection 5.

MEMBERS PRESENT:

Chairman Joseph E. Dini, Jr.  
Vice Chairman James W. Schofield  
Mr. Louis W. Bergevin  
Mr. Bruce R. Bogaert  
Mr. Charles G. Bourne  
Mr. Robert G. Craddock  
Mr. John E. Jeffrey  
Mr. Bob L. Kerns  
Mr. Paul W. May  
Mr. David D. Nicholas  
Mr. Bob Thomas

MEMBERS ABSENT:

None

GUESTS PRESENT:

See guest sheet attached

Chairman Dini brought this meeting to order at 1:50 p.m.

S.B. 263 - Creates separate fund for Nevada Magazine.

John Crossley, Legislative Auditor, testified on this bill. His testimony is attached hereto as Exhibit "A".

Upon conclusion of his testimony, the following motion was made:

S.B. 263 - Mr. Bourne made a motion to DO PASS S.B. 263. Mr. Schofield seconded the motion. Mr. Craddock, Mr. Jeffrey, and Mr. May were absent for this vote. The motion carried.

A.B. 416 - Restricts withdrawal by local government of recognition of employee organization and permits consideration of bad faith in negotiations.

Bill Bunker, representing the Federated Firefighters of Nevada, testified on this bill, alongside of Mike Cool, City of Las Vegas. Mr. Bunker stated that this bill was the result of his request due to some problems which they were having during the last two years with the firefighter locals. He read the section of the bill beginning with line 17 on the first page and ending on page two, section d. He explained that what has happened has been if management feels that labor is in bad faith bargaining, they can withdraw the recognition and then they have to go to the E.M.R.B. board, appeal it, have it heard and they may or may not get their recognition back. If they are in bad faith bargaining, he stated, he agrees that

they should lose their recognition. There is no problem there, he stated. The problem lies in the fact that they would like an impartial party sit down and listen to both management and labor and decide if they were, in fact, in bad faith and if they were, to then take the appropriate steps. He stated that he feels that the bill drafter went further than they had wanted to go with the brackets in number 4. It was not their intention to take the second sentence of number 4 out. They have no problem with leaving that sentence in. Mr. Bunker went on to speak to line 44, on page 3, which basically says that once the factfinder has determined the criteria for the ability to pay, that is his first criteria that he has to determine and then if either party was found in bad faith bargaining by the E.M.R.B. board then the factfinder could take that into consideration. Mr. Bunker stated that the employees have a penalty for bargaining in bad faith, i.e., they can lose their recognition and have their charter yanked. The employers have no penalty whatsoever for bargaining in bad faith--they go to the E.M.R.B. board and they tell them you did wrong, go back to the table and do it right. He stated that they can't ask to yank a city charter and they cannot ask for a fine. Therefore, they thought that negotiations would proceed and be in better faith if both sides, if they bargain in bad faith, the factfinder could take that into consideration. He doesn't feel that that would polarize either side at the table, but presently there is something for management to look at when they bargain at the table. In the past, they hesitate to even file bad faith because of the cost factor and the time factor due to the fact that nothing is done other than order management back to the table.

Mike Cool, City of Las Vegas, then testified on the bill by giving some background first. He stated that prior to the beginning of the Legislative Session, he and Mr. Bunker sat down with some League of City representatives and Mr. Bunker with some labor representatives and then had mutual discussions if there was anyway during this Session to sit down together and attempt to make some changes to NRS 288 which has always been a very volatile issue in the past. He stated that they thought it best to try to come to the Legislature jointly in an attempt to try to work out at least some of the differences in NRS 288, realizing that some things they are still far apart on. Mr. Cool went on to request of the committee on behalf of himself and Mr. Bunker that if they could use the vehicle of A.B. 416 to make some of these changes. Attached hereto are proposed amendments which have been agreed to by Bill Bunker as Exhibit "B". These amendments are in addition to the one mentioned above by Bill Bunker. Mr. Cool also had one other handout which is a letter from the Mayor of the City of Elko, which is attached hereto as Exhibit "C". He stated that the City of Elko has some concerns relative to 288 and he has also asked them for their indulgence to work with the City of Las Vegas and Mr. Bunker to see if some of those differences can

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Assembly Committee on Government Affairs  
Date: April 21, 1983  
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be worked out. Mr. Cool summed his testimony up by repeating that there are still some differences, however, they do feel that making a request to work as a subcommittee that they can perhaps, work things out.

Keith Henrikson, representing the Nevada Public Employees Action Coalition, testified on this bill stating that there are grave problems within the classified school districts, some of the city employee organizations and county employee organizations that would be solved by the bill as it now reads.

Hugo Wagner, business representative for Washoe County Employee Association, stated that he concurs with what Mr. Henrikson stated. He said that his problem with the bill is mainly in where it speaks to failure to negotiate in good faith with a local government employer. He stated that he has been in unions for many years and usually, at least with the National Labor Relations Board, a charge is filed and a complaint has to be issued before anything really happens. This, he said, leaves him to question what is an unfair labor practice. The employer could almost say anything is an unfair labor practice and, thereby, just stop the whole bargaining process. This language, as proposed, although perhaps not as clear as it might be, he feels it would take care of most of the issues when you withdraw recognition from a bargaining unit. The additional problem is that you have got to start the bargaining process approximately February 1. This is the latest that you can notify the parties. Subsequent to February 1, an employer withdraws the recognition and then you fight with them through whatever means you have. What happens then? Do they then start arguing back to February 1 or do they have to wait a year to bargain? This is not clear, he stated. If a charge was not sustained, where do they start? The recognition part supported by the majority also can be used for a sort of harrassment of an employee organization and they at least, should have a good faith that the association or the union no longer represents a majority and not just as a form of harrassment. As he reads this bill, he feels that they could say, we don't think you represent the majority anymore and we are going to withdraw recognition and then that starts the whole process of negotiation.

Alice Hammet, Executive Director of Nevada Classified School Employees Association, representing Churchill County, Washoe County and Mineral County's Classified Employees, testified on this bill. She stated that they have had experience with this problem--twice in Churchill in the last five years, once this year, where their employee group was challenged during the contract year and it was threatened that their recognition would be withdrawn. It did happen three years ago in Carson City. It is a very disruptive process because it scares the employees. They do not know where they stand; they are threatened with the

loss of their contract. They are told that maybe we'll replace it with a policy manual, but, if they know anything, they know that the policy manual is not enforceable under the law, normally. Therefore, they are left with the fear that all their years of hard work of getting a contract in place, all of a sudden, being dissolved. She stated that they feel that this is very unfair to the employees because they don't know where they are or where to go from there. They would like to see this bill considered because it would be helpful to their employees in school districts. They are very much in favor of this bill.

Pat McHenry, Washoe County School District classified employee, and a member of the Nevada Classified School Employees Association, testified on this bill. He stated that negotiations between a classified employee group and the school district is a rather difficult process, to say the least. They feel that A.B. 416 would allow them to conduct these negotiations in one instance without the threat of recognition of their bargaining unit being withdrawn in the middle of contract negotiations and then forcing them to start over after numerous disruptions. This bill would provide for the orderly process allowing negotiation teams the freedom to bargain for the best contract possible. It would also make such items as bargaining in bad faith, which is a judgment call, at best, and a sledgehammer over the heads of the employee negotiating team, at worst, and they urge the committee to pass this bill, as amended.

Ward Zimmerman, Clark County Public Employees Association, and a member of the Public Employees Action Coalition, testified on this bill. He stated that they certainly concur with this bill. He further feels that it would probably be a good idea if this did go to subcommittee, to have some of the minor problems ironed out.

Lucille Lusk, Clark County School Board, testified on this bill. She stated that they do have some concerns with this bill and they are not in concurrence, she stated, with some of it. However, if there is some potential for cooperative labor and management agreement through a subcommittee, it would be her position that she doesn't wish to unnecessarily polarize positions at this time, but instead would be pleased to work through a subcommittee. She expressed that the item on line 44 is a particular problem because it would seem that the purpose is to assess punitive damages against an entity if a factfinder believes, rightly or wrongly, that they bargaining in bad faith. And since this will be done only if it is already determined there is a financial ability to pay, it logically follows that those would be assessed only against the employer. This provision could influence the factfinder to punitively award monies that are needed for the operation of the entity, in their case, the education of children and negatively impact on fiscal efficiency and the best use of limited funds.

Paul DeLorey, Administrative Battalion Chief, Tahoe-Douglas Fire District, testified on this bill. He gave some background on this bill, by stating that they were probably the culprits last year in feeling that they had to withdraw the recognition of their local group. They tried to make every effort to avoid this, he stated. They indicated to their people that they were trying to arbitrate the law by bringing in two grievances into the negotiating process that were not negotiable under .150. That is one area where the arbitrator, or anyone else, goes. .150 defines what management can or cannot negotiate. Finally, on the third day, he said, they asked again if they would not reconsider splitting their grievances away from the negotiating procedure, and advised them that if they would not consider that, they would then exercise the option of withdrawing their recognition in order to settle those issues away from the negotiating process. They ultimately stated that they did not want to separate the issues; they then withdrew their recognition. He then stated that following that it was a long process. In the interim, they offered to recognize their contract as it stood and granted pay raises effective July 1, which were later adjusted once the grievance issues were settled as a separate issue. They turned back to the table and completed the negotiations on the contract. The ultimate result was a couple of percentage points more total gain were granted as a result of completing the negotiations. Mr. DeLorey went on to state that their concern, the way this bill is written now, is that they would be put into a position that they felt they faced the last time, i.e., they would be allowed to continue and still carry on a separate front and ultimately, it would come down in the end to the arbitrator saying, yes, they were bargaining in bad faith and they did not achieve anything in the meantime because they kept right on going. Therefore, it is their feeling that in the event the association tries to tie-up non-negotiable items as defined in .150, that the local government entity should have the opportunity to either stop or split those issues away from negotiating and take care of them as a separate item and then continue on. He further stated that they would also be interested in helping on a subcommittee.

Mayor George Corner, representing the City of Elko, testified on this bill. He referred to his written testimony earlier introduced (Exhibit "C"). He pointed out that they can understand why the employee organizations would want to put in an amendment requiring withdrawal of recognition, only if they first receive written permission of the E.M.R.B. They can support that. However, they cannot support giving the factfinder the latitude to consider whether either party has bargaining in bad faith. As it has been pointed out, he stated, that this gives one individual considerable amount of power and there really is not much of a definition of "bad faith". He further stated that he would also like to work with a subcommittee in an effort to sit down with labor and work out some of these differences.

At this time, Chairman Dini appointed a subcommittee composed of Mr. Bourne, Mr. Kerns and Mr. Jeffrey, with Mr. Bourne as the chairman, to work on A.B. 416.

A.B. 471 - Provides for submission of dispute between police officers and local governments to factfinder and arbitrator.

O.G. Lee, Las Vegas Police Protective Association, testified on this bill. He referred to this bill, starting with line 3(a), the word "fireman", line 7 § b, using the term of "police officers" means that those persons who are salaried employees of the police department or other law enforcement agency organized by a political subdivision of the state and whose principle duties are to enforce the law. In essence, what that does, he stated, would be to allow the police officers in the state of Nevada to be on the sunset provision of the firefighters. They support this bill. The firefighters have had the final best offer concept since 1977 and they feel it is a fair and equitable bill for both sides. They wish to be included with the firefighters because police officers and firefighters have a community of interest. They are only asking to be included until the bill sunsets in 1985 and then come back to that Legislature with the firefighters and prove to the Legislature that the concept works. By adding police to the bill, you will have much more data on which to base a decision on. He noted that along with speaking on behalf of the Las Vegas Police, he was speaking for the P.O.A. in Henderson, the Carson City Sheriff Officers and also for the North Las Vegas Police Officers Association.

In answer to a question of Chairman Dini as to whether their group has had trouble under the existing law, Mr. Lee stated that since 1979, as the procedure was changed by the Legislature, they have not had to use that vehicle in order to settle their contract agreement. They have not had a chance to use the procedure which is available to them now. They have viewed the progress of the present sunset provision that A.B. 471 does address in regard to the firefighters and they feel it is a very equitable solution and a very good bargaining tool.

Keith Henrikson, Nevada Public Employees Action Coalition, testified on this bill. He wanted to make it clear that he was not present at committee today for the purpose of killing this bill. Rather, he stated, he was here because of their bill, which is a bill very similar to this as it applies to all public employees; they simply cannot get their bill out of the bill drafter's office. This is the same subject. He stated that this is working for the firefighters and it could work for everyone. The present system is simply cumbersome and they could bring people before this committee all day to testify as to the problems that they have and the cost to

AMENDMENTS TO A.B. 416

1. Page 2, lines 14-17

Do not delete the sentence "If the board in good faith doubts whether any employee organization is supported by a majority of the local government employees in a particular bargaining unit, it may conduct an election by secret ballot upon the question."

This process is the only protection the law gives to employees to insure that they are in fact properly represented by the organization if that fact should be in doubt.

2. Add Section 3

Section 3. NRS 288.150 is hereby amended to read as follows:

288.150

1. Except as provided in subsection 4, it is the duty of every local government employer to negotiate in good faith through a representative or representatives of its own choosing concerning the mandatory subjects of bargaining set forth in subsection 2 with the designated representatives of the recognized employee organization, if any, for each appropriate bargaining unit among its employees. If either party so requests, agreements reached shall be reduced to writing. Where any officer of a local government employer, other than a member of the governing body, is elected by the people and directs the work of any local government employee, such officer is the proper person to negotiate, directly or through a representative or representatives of his own choosing, in the first instance concerning any employee whose work is directed by him, but may refer to the governing body or its chosen representative or representatives any matter beyond the scope of his authority.

2. The scope of mandatory bargaining is limited to:

- (a) Salary or wage rates or other forms of direct monetary compensation.
- (b) Sick leave.
- (c) Vacation leave.
- (d) Holidays.
- (e) Other paid or nonpaid leaves of absence.
- (f) Insurance benefits.
- (g) Total hours of work required of an employee on each work day or work week.
- (h) Total number of days' work required of an employee in a work year.
- (i) Discharge and disciplinary procedures.
- (j) Recognition clause.
- (k) The method used to classify employees in the bargaining unit.
- (l) Deduction of dues for the recognized employee organization.
- (m) Protection of employees in the bargaining unit from discrimination because of participation in recognized employee organizations consistent with the provisions of this chapter.
- (n) No-strike provisions consistent with the provisions of this chapter.
- (o) Grievance and arbitration procedures for resolution of disputes relating to interpretation or application of collective bargaining agreements.
- (p) General savings clauses.
- (q) Duration of collective bargaining agreements.
- (r) Safety of the individual employee.
- (s) Teacher preparation time.
- (t) Procedures for a temporary or permanent reduction in work force.

3. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

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

(b) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to paragraph (t) of subsection 2.

(c) The right to determine:

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

(2) The content of the workday, including without limitation work-load factors, except for safety considerations;

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

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

4. ~~Notwithstanding any provision of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer 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.~~

3. Add Section 4

Section 4. NRS 288.180 is hereby amended to read as follows:

288.180

1. Whenever an employee organization desires to negotiate concerning any matter which is subject to negotiation pursuant to this chapter, it shall [give written notice of that desire] submit all of its proposals in writing to the local government employer. If the subject of negotiation requires the budgeting of money by the local government employer, the employee organization shall [give notice] submit the proposals on or before February 1. This section does not preclude the introduction of additional proposals by either party so long as both parties to the negotiations agree.

ASSEMBLY GOVERNMENT AFFAIRS  
EXHIBIT C

**CITY OF ELKO**

GEORGE CORNER  
BARRY L. THOMPSON  
City Manager  
GULIANA MURPHY  
City Clerk

1751 College Avenue  
Elko, Nevada 89801  
(702) 738-5176

TERRY J. REYNOLDS  
Assistant City Manager  
JOHN L. McLAURY, P.E.  
City Engineer  
DENNIS PETERSEN  
Building Inspector

April 19, 1983

Committee on Government Affairs  
Legislative Building  
Carson City, Nevada 89702

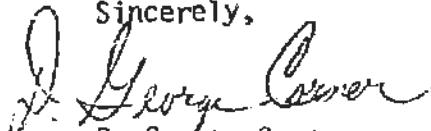
Mr. Chairman and Members of the Committee:

The City of Elko opposes the provision in A.B. 416 that permits a factfinder to consider whether a party has bargained in bad faith.

We submit that this grants the factfinder too much authority and he is not qualified to make that determination. N.R.S. 288 provides for the submission of disputes over bad faith charges to a special panel or the Local Government Employee-Management Relations Board. This is appropriate and does not need to be expanded.

Thank you for your consideration.

Sincerely,

  
D. George Corner  
Mayor - City of Elko

DGC/sw

MEMBERS PRESENT: Chairman Joseph E. Dini, Jr.  
Vice Chairman James W. Schofield  
Mr. Louis W. Bergevin  
Mr. Bruce R. Bogaert  
Mr. Charles E. Bourne  
Mr. Robert G. Craddock  
Mr. Jack E. Jeffrey  
Mr. Bob L. Kerns  
Mr. Paul W. May  
Mr. David D. Nicholas  
Mr. Bob Thomas

MEMBERS ABSENT: None

GUESTS PRESENT: See attached guest list.

Chairman Dini brought this meeting to order at 1:54 p.m.  
The first bill to be heard was:

A.B. 446 - Extends benefits from public employees' retirement system for spouses of deceased retired police officers and firefighters to spouses of deceased retired highway patrolmen.

Assemblyman Len Nevin, Sparks Assembly District #31, testified on behalf of this bill, as its prime sponsor. He stated that this bill came at the request of the Nevada Highway Patrol. During the last legislative session, the bill was passed which covered police and firemen under a retirement option plan, at which time the highway patrolmen were not involved. Mr. Nevin stated that the gentleman who they thought was representing the highway patrolmen told the Legislature at that time that they were not interested in the bill. Henceforth, the highway patrolmen were left out. The Highway Patrolman's Association contacted him and showed a great desire to be included in this bill to cover them, along with the other police and firemen.

Gary Wolff, Nevada Highway Patrol Association, Past President, testified in support of this bill, stating that last session they were excluded from this bill through a statement by a representative who did not represent them.

Larry Grissom, Assistant Executive Officer of the Public Employees Retirement System, testified in support of this bill. A copy of his prepared remarks are attached hereto as Exhibit "A".

Minutes of the Nevada State Legislature  
Assembly Committee on Government Affairs  
Date April 28, 1983  
Page Four

Committee action continued:

A.B. 416 - Mr. Bourne moved to DO PASS AS AMENDED A.B. 416.  
Mr. Jeffrey seconded the motion.  
The motion carried.

There being no further business, the meeting was adjourned  
at 3:15 p.m.

Respectfully submitted,

*Anne M. Peirce*

Anne M. Peirce, Assembly Attache'

449.520 On or before October 1, [1976,] 1984, and every year thereafter, the commissioner [may] shall prepare and transmit to the governor and the interim finance committee a report of the commissioner's operations and activities for the preceding fiscal year. This report [shall] must include copies of all summaries, compilations and supplementary reports required by NRS 449.440 to 449.530, inclusive, and section 1.1 of this act, together with such facts, suggestions and policy recommendations as the commissioner deems necessary.".

Amend the title of the bill, line 1, after "hire" by inserting "or contract with".

Amend the title of the bill, line 4, before "and" by inserting: "authorizing the commissioner to impose fees on health and care facilities and health insurers to cover the costs of administering the program;".

Assemblyman Perry moved the adoption of the amendment.

Remarks by Assemblyman Perry.

Amendment adopted.

Bill ordered reprinted, engrossed and to third reading.

Assembly Bill No. 416.

Bill read second time.

The following amendment was proposed by the Committee on Government Affairs:

Amendment No. 825.

Amend the bill as a whole by renumbering sections 1 and 2 as sections 2 and 3 and adding a new section, designated section 1, preceding section 1, to read as follows:

"Section 1. NRS 288.150 is hereby amended to read as follows:

288.150 1. Except as provided in subsection 4, it is the duty of every local government employer to negotiate in good faith through a representative or representatives of its own choosing concerning the mandatory subjects of bargaining set forth in subsection 2 with the designated representatives of the recognized employee organization, if any, for each appropriate bargaining unit among its employees. If either party so requests, agreements reached shall be reduced to writing. Where any officer of a local government employer, other than a member of the governing body, is elected by the people and directs the work of any local government employee, such officer is the proper person to negotiate, directly or through a representative or representatives of his own choosing, in the first instance concerning any employee whose work is directed by him, but may refer to the governing body or its chosen representative or representatives any matter beyond the scope of his authority.

2. The scope of mandatory bargaining is limited to:

(a) Salary or wage rates or other forms of direct monetary compensation.

(b) Sick leave.

(c) Vacation leave.

(d) Holidays.

- (e) Other paid or nonpaid leaves of absence.
- (f) Insurance benefits.
- (g) Total hours of work required of an employee on each work day or work week.
- (h) Total number of days' work required of an employee in a work year.
- (i) Discharge and disciplinary procedures.
- (j) Recognition clause.
- (k) The method used to classify employees in the bargaining unit.
- (l) Deduction of dues for the recognized employee organization.
- (m) Protection of employees in the bargaining unit from discrimination because of participation in recognized employee organizations consistent with the provisions of this chapter.
- (n) No-strike provisions consistent with the provisions of this chapter.
- (o) Grievance and arbitration procedures for resolution of disputes relating to interpretation or application of collective bargaining agreements.
- (p) General savings clauses.
- (q) Duration of collective bargaining agreements.
- (r) Safety *[.] of the employee.*
- (s) Teacher preparation time.
- (t) Procedures for reduction in work force.

3. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

- (a) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
- (b) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to paragraph (t) of subsection 2.
- (c) The right to determine:
  - (1) Appropriate staffing levels and work performance standards, except for safety considerations;
  - (2) The content of the workday, including without limitation workload factors, except for safety considerations;
  - (3) The quality and quantity of services to be offered to the public; and
  - (4) The means and methods of offering those services.
- (d) *Safety of the public.*

4. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer 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.

5. The provisions of this chapter, including without limitation the provisions of this section, recognize and declare the ultimate right and

responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

6. This section does not preclude, but this chapter does not require the local government employer to negotiate subject matters enumerated in subsection 3 which are outside the scope of mandatory bargaining. The local government employer shall discuss subject matters outside the scope of mandatory bargaining but it is not required to negotiate such matters.

7. Contract provisions presently existing in signed and ratified agreements as of May 15, 1975, at 12 p.m. shall remain negotiable.".

Amend section 1, page 2, line 14, after "board." by inserting a closed bracket.

Amend section 1, page 2, line 17, by deleting the bracket.

Amend sec. 2, page 3, line 44, by deleting "either party has" and inserting: "*the board found that either party had*".

Amend the title of the bill, first line, after "government;" by inserting: "limiting the subjects which are subject to mandatory bargaining;".

Assemblyman Bourne moved the adoption of the amendment.

Remarks by Assemblyman Bourne.

Amendment adopted.

Bill ordered reprinted, engrossed and to third reading.

Assembly Bill No. 496.

Bill read second time.

The following amendment was proposed by the Committee on Education:

Amendment No. 831.

Amend section 1, page 1, line 17, by deleting "A" and inserting: "*Upon the approval of the registered voters of the county, a*".

Assemblyman Craddock moved the adoption of the amendment.

Remarks by Assemblyman Craddock.

Amendment adopted.

Bill ordered reprinted, engrossed and to third reading.

Senate Bill No. 261.

Bill read second time.

The following amendment was proposed by the Committee on Ways and Means:

Amendment No. 818.

Amend sec. 12, page 5, line 24, before "an" by inserting an open bracket.

Amend sec. 12, page 5, line 25, by deleting "[amendment] *amendatory*" and inserting "[amendment] *a*".

Amend sec. 18, page 7, line 28, by deleting "19" and inserting "20".

Amend sec. 22, page 9, line 12, by deleting "of the certificate".

Amend sec. 22, page 9, line 13, by deleting "per copy." and inserting "each.".

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ASSEMBLY BILL No. 416—COMMITTEE ON GOVERNMENT AFFAIRS

MARCH 25, 1983

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Referred to Committee on Government Affairs

**SUMMARY**—Restricts withdrawal by local government of recognition of employee organization and permits consideration of bad faith in negotiations. (BDR 23-1469)

**FISCAL NOTE:** Effect on Local Government: No.

Effect on the State or on Industrial Insurance: No.

EXPLANATION—Matter in *italics* is new; matter in brackets [ ] is material to be omitted.

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AN ACT relating to local government; limiting the subjects which are subject to mandatory bargaining; restricting the withdrawal by a local government of the recognition of an employee organization; permitting a factfinder to consider whether a party has bargained in bad faith; and providing other matters properly relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE  
AND ASSEMBLY, DO ENACT AS FOLLOWS:

1      **Section 1.** NRS 288.150 is hereby amended to read as follows:  
2      288.150    1. Except as provided in subsection 4, it is the duty of  
3      every local government employer to negotiate in good faith through a  
4      representative or representatives of its own choosing concerning the  
5      mandatory subjects of bargaining set forth in subsection 2 with the  
6      designated representatives of the recognized employee organization, if  
7      any, for each appropriate bargaining unit among its employees. If  
8      either party so requests, agreements reached shall be reduced to writ-  
9      ing. Where any officer of a local government employer, other than a  
10     member of the governing body, is elected by the people and directs the  
11     work of any local government employee, such officer is the proper  
12     person to negotiate, directly or through a representative or representa-  
13     tives of his own choosing, in the first instance concerning any  
14     employee whose work is directed by him, but may refer to the govern-  
15     ing body or its chosen representative or representatives any matter  
16     beyond the scope of his authority.

- 1      2. The scope of mandatory bargaining is limited to:
  - 2      (a) Salary or wage rates or other forms of direct monetary compensation.
  - 3      (b) Sick leave.
  - 4      (c) Vacation leave.
  - 5      (d) Holidays.
  - 6      (e) Other paid or nonpaid leaves of absence.
  - 7      (f) Insurance benefits.
  - 8      (g) Total hours of work required of an employee on each work day or work week.
  - 9      (h) Total number of days' work required of an employee in a work year.
  - 10     (i) Discharge and disciplinary procedures.
  - 11     (j) Recognition clause.
  - 12     (k) The method used to classify employees in the bargaining unit.
  - 13     (l) Deduction of dues for the recognized employee organization.
  - 14     (m) Protection of employees in the bargaining unit from discrimination because of participation in recognized employee organizations consistent with the provisions of this chapter.
  - 15     (n) No-strike provisions consistent with the provisions of this chapter.
  - 16     (o) Grievance and arbitration procedures for resolution of disputes relating to interpretation or application of collective bargaining agreements.
  - 17     (p) General savings clauses.
  - 18     (q) Duration of collective bargaining agreements.
  - 19     (r) Safety ~~█.█~~ of the employee.
  - 20     (s) Teacher preparation time.
  - 21     (t) Procedures for reduction in work force.
- 22     3. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:
  - 23     (a) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
  - 24     (b) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to paragraph (t) of subsection 2.
  - 25     (c) The right to determine:
    - 26     (1) Appropriate staffing levels and work performance standards, except for safety considerations;
    - 27     (2) The content of the workday, including without limitation workload factors, except for safety considerations;

1        (3) The quality and quantity of services to be offered to the public;  
2 and

### 3 (4) The means and methods of offering those services.

4 (d) Safety of the public.

5       4. Notwithstanding the provisions of any collective bargaining  
6 agreement negotiated pursuant to this chapter, a local government  
7 employer is entitled to take whatever actions may be necessary to carry  
8 out its responsibilities in situations of emergency such as a riot, mili-  
9 tary action, natural disaster or civil disorder. Such actions may include  
10 the suspension of any collective bargaining agreement for the duration  
11 of the emergency. Any action taken under the provisions of this sub-  
12 section shall not be construed as a failure to negotiate in good faith.

13       5. The provisions of this chapter, including without limitation the  
14 provisions of this section, recognize and declare the ultimate right and  
15 responsibility of the local government employer to manage its opera-  
16 tion in the most efficient manner consistent with the best interests of  
17 all its citizens, its taxpayers and its employees.

18       6. This section does not preclude, but this chapter does not require  
19 the local government employer to negotiate subject matters enumerated  
20 in subsection 3 which are outside the scope of mandatory bargaining.  
21 The local government employer shall discuss subject matters outside  
22 the scope of mandatory bargaining but it is not required to negotiate  
23 such matters.

24 7. Contract provisions presently existing in signed and ratified  
25 agreements as of May 15, 1975, at 12 p.m. shall remain negotiable.

26 Sec. 2. NRS 288.160 is hereby amended to read as follows:

27 288.160 1. An employee organization may apply to a local gov-  
28 ernment employer for recognition by presenting:

29 (a) A copy of its constitution and bylaws, if any;  
30 (b) A roster of its officers, if any, and representatives; and  
31 (c) A pledge in writing not to strike against the local government  
32 employer under any circumstances.

33 A local government employer shall not recognize as representative of  
34 its employees any employee organization which has not adopted, in a  
35 manner valid under its own rules, the pledge required by paragraph (c).

36       2. If an employee organization, at or after the time of its application  
37 for recognition, presents a verified membership list showing that it  
38 represents a majority of the employees in a bargaining unit, and if the  
39 employee organization is recognized by the local government employer,  
40 it shall be the exclusive bargaining agent of the local government  
41 employees in that bargaining unit.

42      3. A local government employer may withdraw recognition from an  
43 employee organization which:

1        (a) Fails to present a copy of each change in its constitution or  
2 bylaws, if any, or to give notice of any change in the roster of its offi-  
3 cers, if any, and representatives;  
4        (b) Disavows its pledge not to strike against the local government  
5 employer under any circumstances;  
6        (c) Ceases to be supported by a majority of the local government  
7 employees in the bargaining unit for which it is recognized; or  
8        (d) Fails to negotiate in good faith with the local government  
9 employer, **[.]**  
10      *if it first receives the written permission of the board.*

11      4. **[**If an employee organization is aggrieved by the refusal or  
12 withdrawal of recognition, or by the recognition or refusal to withdraw  
13 recognition of another employee organization, the aggrieved employee  
14 organization may appeal to the board.**]** If the board in good faith  
15 doubts whether any employee organization is supported by a majority  
16 of the local government employees in a particular bargaining unit, it  
17 may conduct an election by secret ballot upon the question. Subject to  
18 judicial review, the decision of the board is binding upon the local  
19 government employer and all employee organizations involved.

20      5. The parties may agree in writing, without appealing to the  
21 board, to hold a representative election to determine whether an  
22 employee organization represents the majority of the local government  
23 employees in a bargaining unit. Participation by the board and its staff  
24 in an agreed election is subject to the approval of the board.

25      Sec. 3. NRS 288.200 is hereby amended to read as follows:  
26      288.200 Except in cases to which NRS 288.205 and 288.215 apply:  
27      1. If:  
28        (a) The parties have participated in mediation and by May 1, have  
29 not reached agreement; or  
30        (b) The bargaining unit represented by the employee organization  
31 contains fewer than 30 persons,  
32 either party to the dispute, at any time up to June 1, may submit the  
33 dispute to an impartial factfinder for his findings and recommendations.  
34 His findings and recommendations are not binding on the parties  
35 except as provided in subsections 5, 6 and 9. The mediator of a dispute  
36 may also be chosen by the parties to serve as the factfinder.

37      2. If the parties are unable to agree on an impartial factfinder  
38 within 5 days, either party may request from the American Arbitration  
39 Association or the Federal Mediation and Conciliation Service a list of  
40 seven potential factfinders. If the parties are unable to agree upon  
41 which arbitration service should be used, the Federal Mediation and  
42 Conciliation Service must be used. The parties shall select their  
43 factfinder from this list by alternately striking one name until the name  
44 of only one factfinder remains, who will be the factfinder to hear the

1 dispute in question. The employee organization shall strike the first  
2 name.

3 3. The local government employer and employee organization each  
4 shall pay one-half of the cost of factfinding. Each party shall pay its  
5 own costs of preparation and presentation of its case in factfinding.

6 4. A schedule of dates and times for the hearing must be  
7 established before June 20 and the factfinder shall report his findings  
8 and recommendations to the parties to the dispute within 30 days after  
9 the conclusion of the factfinding hearing.

10 5. The parties to the dispute may agree, before the submission of  
11 the dispute to factfinding, to make the findings and recommendations  
12 on all or any specified issues final and binding on the parties.

13 6. If the parties do not agree on whether to make the findings and  
14 recommendations of the factfinder final and binding, either party may  
15 request the formation of a panel to determine whether the findings and  
16 recommendations of a factfinder on all or any specified issues in a  
17 particular dispute which are within the scope of subsection 9 are to be  
18 final and binding. The determination must be made upon the concurrence  
19 of at least two members of the panel and not later than August  
20 10 unless that date is extended by the commissioner of the board. Each  
21 panel shall, when making its determination, consider whether the  
22 parties have bargained in good faith and whether it believes the parties  
23 can resolve any remaining issues. Any panel may also consider the  
24 actions taken by the parties in response to any previous factfinding  
25 between these parties, the best interests of the state and all its citizens,  
26 the potential fiscal effect both within and outside the political subdivision,  
27 and any danger to the safety of the people of the state or a political  
28 subdivision.

29 7. Except as provided in subsection 8, any factfinder, whether his  
30 recommendations are to be binding or not, shall base his recommendations  
31 or award on the following criteria:

32 (a) A preliminary determination must be made as to the financial  
33 ability of the local government employer based on all existing available  
34 revenues as established by the local government employer, and with  
35 due regard for the obligation of the local government employer to pro-  
36 vide facilities and services guaranteeing the health, welfare and safety  
37 of the people residing within the political subdivision.

38 (b) Once the factfinder has determined in accordance with paragraph  
39 (a) that there is a current financial ability to grant monetary benefits,  
40 he shall use normal criteria for interest disputes regarding the terms  
41 and provisions to be included in an agreement in assessing the reason-  
42 ableness of the position of each party as to each issue in dispute [.]  
43 and he shall consider whether the board found that either party had  
44 bargained in bad faith.

1     The factfinder's report must contain the facts upon which he based his  
2     determination of financial ability to grant monetary benefits and his  
3     recommendations or award.

4       8. Any sum of money which is maintained in a fund whose balance  
5     is required by law to be:

6           (a) Used only for a specific purpose other than the payment of com-  
7     pensation to the bargaining unit affected; or

8           (b) Carried forward to the succeeding fiscal year in any designated  
9     amount, to the extent of that amount,  
10    must not be counted in determining the financial ability of a local gov-  
11    ernment employer and must not be used to pay any monetary benefits  
12    recommended or awarded by the factfinder.

13       9. The issues which may be included in a panel's order pursuant to  
14    subsection 6 are:

15           (a) Those enumerated in subsection 2 of NRS 288.150 as the subjects  
16    of mandatory bargaining, unless precluded for that year by an existing  
17    collective bargaining agreement between the parties; and

18           (b) Those which an existing collective bargaining agreement between  
19    the parties makes subject to negotiation in that year.

20    This subsection does not preclude the voluntary submission of other  
21    issues by the parties pursuant to subsection 5.

⑩

## Roll call on Assembly Bill No. 353:

YEAS—34.

NAYS—Bogaert, Bremner, Chaney, Dini, Marvel, Perry, Price, Mr. Speaker—8.

Assembly Bill No. 353 having received a constitutional majority, Mr. Speaker declared it passed, as amended.

Bill ordered transmitted to the Senate.

## Assembly Bill No. 366.

Bill read third time.

Remarks by Assemblymen Nevin, Stone and Bourne.

## Roll call on Assembly Bill No. 366:

YEAS—42.

NAYS—None.

Assembly Bill No. 366 having received a constitutional majority, Mr. Speaker declared it passed, as amended.

Bill ordered transmitted to the Senate.

Assembly Bill No. 416.

Bill read third time.

Remarks by Assemblyman Kerns.

## Roll call on Assembly Bill No. 416:

YEAS—40.

NAYS—Bergevin, Marvel—2.

Assembly Bill No. 416 having received a constitutional majority, Mr. Speaker declared it passed, as amended.

Bill ordered transmitted to the Senate.

## Assembly Bill No. 496.

Bill read third time.

Remarks by Assemblyman Craddock.

## Roll call on Assembly Bill No. 496:

YEAS—42.

NAYS—None.

Assembly Bill No. 496 having received a constitutional majority, Mr. Speaker declared it passed, as amended.

Bill ordered transmitted to the Senate.

## Senate Bill No. 262.

Bill read third time.

Remarks by Assemblyman Bremner.

## Roll call on Senate Bill No. 262:

YEAS—42.

NAYS—None.

Senate Bill No. 262 having received a constitutional majority, Mr. Speaker declared it passed.

Bill ordered transmitted to the Senate.

## Senate Bill No. 314.

Bill read third time.

MINUTES OF THE NEVADA STATE LEGISLATURE

SIXTY-SECOND

Session

Senate Committee on GOVERNMENT AFFAIRS

Date: May 15, 1983

Page: One

The Senate Committee on Government Affairs was called to order by Chairman Keith Ashworth at 2:00 p.m., on Sunday, May 15, 1983, in Room 243 of the Legislative Building, Carson City, Nevada. Exhibit A is the Meeting Agenda. Exhibit B is the Attendance Roster. Exhibit C is the Committee Attendance and Voting Roster.

COMMITTEE MEMBERS PRESENT:

Senator Keith Ashworth, Chairman  
Senator James I. Gibson, Vice Chairman  
Senator William H. Hernstadt  
Senator Thomas J. Hickey  
Senator Robert E. Robinson  
Senator Sue Wagner  
Senator Thomas R. C. Wilson

STAFF MEMBERS PRESENT:

Vicki Nowling, Committee Secretary

SENATE BILL NUMBER 417 (Exhibit D)

Senator Gibson moved amend and do pass.

Senator Wilson seconded the motion.

The motion carried unanimously.

ASSEMBLY BILL NUMBER 496 (Exhibit E)

Senator Gibson noted proposed amendments to; page 1, to delete lines 17 and 18, and page 2, to delete lines 1 and 2. In place of these deletions, they wished to insert new language; "Upon the approval of the registered voters of the county, a tax rate of no more than 25 cents may be levied by the Board of County Commissioners of that county in addition to the present tax levy for the payment of interest in redemption of outstanding bonds of the county school district for the purpose of establishing a pay-as-you-go fund for capital projects pursuant to NRS 387.195, subsection 2." An amendment to be added immediately after the aforementioned amendment was to read, "All taxes levied for support of the county school district, including interest earned, may be deposited in the county treasury to the credit of the county school district pursuant to NRS 387.195." There was a brief discussion on this amendment.

Senate Committee on

Date: May 15, 1983

Page: Ten

There being no further discussion, Chairman Ashworth closed the hearing on Assembly Bill Number 619.

ASSEMBLY BILL NUMBER 548 (Exhibit W)

Mr. Jerry Higgins, Gaming Industry Association, said this bill would add two member to the Reno-Sparks Convention Authority; a representative of the airline and a representative of gaming hotels. He said this was a product of a local consensus that this expertise was needed on the board.

Mr. Sam McMullen, Associate General Counsel with Harrahs appealed to express his support of this bill.

There being no further discussion, Chairman Ashworth closed the hearing on Assembly Bill Number 548.

ASSEMBLY BILL NUMBER 350 (Exhibit X)

Assemblyman Chuck Bourne, District 29, said this bill had expanded into much more than he intended it to be. In service as a Park Commissioner in Washoe County, he saw potential problem areas. The concern he had was monies coming from different areas to work on different projects, with never seeing a total dollar figure at any one time. The genius of the idea on this bill was to come up with a figure that would give them some kind of a starting point. He noted the changes in the bill were due to testimony from Commerce and Labor in the Assembly. He said there had been some concern in Clark County, since this bill came out of Assembly. This concern was with the County Parks Department, working with the school districts to build facilities. Their concern was because of cooperative agreements, a 50,000 dollar cap would put them out of work, putting them in a situation where they would not be able to do projects. He said he would hope to dispel their fears saying that it would be based on an individual contract, individual service. Assemblyman Bourne noted he did a lot of research on public works projects and found there was no uniformity.

Mr. John Madole, Associated General Contractors, supported this bill. They believed that if these jobs were put out to bid, that someone would then be responsible for the work, once it was performed.

There being no further discussion, Chairman Ashworth closed the hearing on Assembly Bill Number 350.

Chairman Ashworth recessed this meeting at 3:55 p.m., to attend General Session.

Chairman Ashworth reconvened the meeting at 4:50 p.m.

ASSEMBLY BILL NUMBER 416 (Exhibit Y)

Mr. Bill Bunker, Federated Firefighters of Nevada, said this bill was a compromise between segments of management and labor. In referring to section 1, line 27, he said it was felt by management the word "safety" was a vague description. On page 3, line 4, the addition was made noting that

the safety of the public was a nonnegotiable subject of bargaining. On page 4, line 10, they wished for an impartial party to hear whether they negotiated in bad faith and then decide whether the recognition should be lost or not. He said the last change in the bill was on page 5, lines 43 and 44. This was brought on because in the past when public employees had negotiated in bad faith, they lost recognition. When management had negotiated in bad faith, there had been nothing brought before the board because the board just directed management to go back and negotiate in good faith.

Mr. O. C. Lee, representing approximately 1,100 police officers in the State of Nevada had met with Mr. Cool and they did concur and urge passage.

Chairman Ashworth asked if the police were in binding arbitration now. Mr. Lee said they were not.

Mr. G. P. Etcheverry, Executive Director, Nevada League of Cities, said Mr. Cool was not present to speak in favor of this bill, however, in meeting with Mr. Cool, Mr. Bunker and Mr. Lee, he understood that with the amendments proposed and adopted, Mr. Cool would concur.

Mr. Joe Denny, Clark County, only wished to state that Clark County had reviewed this bill and had no opposition.

There being no further discussion, Chairman Ashworth closed the hearing on Assembly Bill Number 416.

#### ASSEMBLY BILL NUMBER 613 (Exhibit 2)

Mr. Joe Denny, Clark County, said this bill had one objective and that was to provide for the public administrator's longevity pay. Mr. Denny said the public administrator in Clark County was the only public administrator in the state that was elected on a set salary with the revenues going into the general fund. He urged passage of the bill.

Senator Robinson asked if the fees generated from the public administrator's functions were greater than his cost of management of his office. Mr. Denny said "yes."

Senator Hernstadt questioned what the cost was when the person retired, assuming the same person was elected. Mr. Denny said it would be one percent of his gross salary, according to how much his gross salary would be at the time. He noted the incumbent had only been in the office two years, and he would have to be re-elected to even be eligible. Mr. Denny noted the cost for the first year, starting the fifth year of service would be approximately 300 dollars per year. At this time, there was no fiscal impact.

There being no further discussion, Chairman Ashworth closed the hearing on Assembly Bill Number 613.

(REPRINTED WITH ADOPTED AMENDMENTS)

FIRST REPRINT

A. B. 416

## ASSEMBLY BILL No. 416—COMMITTEE ON GOVERNMENT AFFAIRS

MARCH 25, 1983

## Referred to Committee on Government Affairs

**SUMMARY**—Restricts withdrawal by local government of recognition of employee organization and permits consideration of bad faith in negotiations. (BDR 23-1469)

**FISCAL NOTE:** Effect on Local Government: No  
Effect on the State or on Industrial Insurance: No

**EXPLANATION**—Matter in *italics* is new; matter in brackets [ ] is material to be omitted.

AN ACT relating to local government; limiting the subjects which are subject to mandatory bargaining; restricting the withdrawal by a local government of the recognition of an employee organization; permitting a factfinder to consider whether a party has bargained in bad faith; and providing other matters properly relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE  
AND ASSEMBLY, DO ENACT AS FOLLOWS:

1     Section 1. NRS 288.150 is hereby amended to read as follows:  
 2     288.150 1. Except as provided in subsection 4, it is the duty of  
 3     every local government employer to negotiate in good faith through a  
 4     representative or representatives of its own choosing concerning the  
 5     mandatory subjects of bargaining set forth in subsection 2 with the  
 6     designated representatives of the recognized employee organization, if  
 7     any, for each appropriate bargaining unit among its employees. If  
 8     either party so requests, agreements reached shall be reduced to writing.  
 9     Where any officer of a local government employer, other than a  
 10    member of the governing body, is elected by the people and directs the  
 11    work of any local government employee, such officer is the proper  
 12    person to negotiate, directly or through a representative or representa-  
 13    tive of his own choosing, in the first instance concerning any  
 14    employee whose work is directed by him, but may refer to the govern-  
 15    ing body or its chosen representative or representatives any matter  
 16    beyond the scope of his authority.

MINUTES OF THE NEVADA STATE LEGISLATURE

..... Sixty-Second ..... Session

Senate Committee on ..... Government Affairs .....

Date: ..... Tuesday May 17, 1983 .....

Page: One .....

The Senate Committee on Government Affairs was called to order by Chairman Keith Ashworth, at 5:00 p.m., on Tuesday, May 17, 1983, in room 243 of the Legislative Building, Carson City, Nevada. Exhibit A is the Meeting Agenda.

COMMITTEE MEMBERS PRESENT:

Senator Keith Ashworth, Chairman  
Senator James I. Gibson, Vice Chairman  
Senator Thomas R. C. Wilson  
Senator Robert E. Robinson  
Senator Sue Wagner  
SENator William H. Hernstadt  
Senator Thomas J. Hickey

STAFF MEMBERS PRESENT:

Shirley Hill, Committee Secretary  
Karel Ryan, Committee Secretary

WORK SESSION

ASSEMBLY BILL NO. 653

Senator Hernstadt moved for a do pass.

Senator Hickey seconded the motion.

The motion carried unanimously.

ASSEMBLY BILL NO. 623

Senator Hickey moved for a do pass.

Senator Wagner seconded the motion.

The motion carried unanimously.

ASSEMBLY BILL NO. 631

Senator Wagner moved for a do pass.

Senator Hickey seconded the motion.

The motion carried unanimously.

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Senate Committee on Government Affairs  
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ASSEMBLY BILL NO. 548

Senator Wagner moved for a do pass.

Senator Wilson seconded the motion.

The motion carried unanimously.

ASSEMBLY BILL NO. 455

Senator Hickey moved for a do pass.

Senator Wagner seconded the motion.

The motion carried unanimously.

ASSEMBLY BILL NO. 416

Senator Wagner moved for a do pass.

Senator Hickey seconded the motion.

The motion carried unanimously.

ASSEMBLY BILL NO. 406

Senator Hickey moved for a do pass.

Senator Wagner seconded the motion.

The motion carried unanimously.

SENATE BILL NO. 378

Senator Wagner moved to indefinitely postpone.

Senator Hernstadt seconded the motion.

Senator Robinson stated he was not voting.

The motion carried.

There being no further business, the meeting was adjourned at 5:20 p.m.

## SIXTY-SECOND SESSION

1075

Amend sec. 10, page 11, line 3, by deleting "[4. The]" and inserting "4. [The]."

Amend sec. 10, page 11, line 9, after the bracket by inserting: "If the short-term financing is for a capital expenditure for public safety, the governing body may in its resolution request the approval of the Nevada tax commission to repay it from the proceeds of a special tax exempt from the limitation on levy of taxes ad valorem imposed by sections 8 to 10, inclusive, of Senate Bill No. 27 of this session."

Senator Bilbray moved the adoption of the amendment.

Remarks by Senators Bilbray and Gibson.

Amendment adopted.

The following amendment was proposed by the Committee on Taxation:

Amendment No. 1194.

Amend sec. 9, page 9, line 1, by deleting "The percentage" and inserting: "Eighty percent of the proportionate".

Amend sec. 15, page 12, line 43, by deleting "1982," and inserting "[1982,] 1984,".

Amend sec. 15, page 13, by deleting line 5 and inserting: "the product of that assessed valuation multiplied by [the percentage] 80 percent of the proportionate".

Amend sec. 16, page 14, line 3, by deleting "\$462,935" and inserting "\$476,195".

Senator Bilbray moved the adoption of the amendment.

Remarks by Senators Bilbray, Wagner and Gibson.

Amendment adopted.

Bill ordered reprinted, re-engrossed and to third reading.

## PASSAGE OF BILLS ON CONSENT CALENDAR

Assembly Bills Nos. 406, 416, 455, 548, 595, 613, 616, 623, 631, 653.

Bills read by number.

Roll call on Assembly Bills Nos. 406, 416, 455, 548, 595, 613, 616, 623, 631, 653:

YEAS—20.

NAYS—None..

Absent—Faiss.

Assembly Bills Nos. 406, 416, 455, 548, 595, 613, 616, 623, 631, 653 having received a constitutional majority, Mr. President declared them passed.

Bills ordered transmitted to the Assembly.

Senator Gibson moved that the Senate recess until 4 p.m.

Motion carried.

Senate in recess at 12:17 p.m.

Assembly Bill No. 416—Committee on Government Affairs**CHAPTER 552**

AN ACT relating to local government; limiting the subjects which are subject to mandatory bargaining; restricting the withdrawal by a local government of the recognition of an employee organization; permitting a factfinder to consider whether a party has bargained in bad faith; and providing other matters properly relating thereto.

[Approved May 26, 1983]

**THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE  
AND ASSEMBLY, DO ENACT AS FOLLOWS:**

**Section 1.** NRS 288.150 is hereby amended to read as follows:

288.150 1. Except as provided in subsection 4, it is the duty of every local government employer to negotiate in good faith through a representative or representatives of its own choosing concerning the mandatory subjects of bargaining set forth in subsection 2 with the designated representatives of the recognized employee organization, if any, for each appropriate bargaining unit among its employees. If either party so requests, agreements reached shall be reduced to writing. Where any officer of a local government employer, other than a member of the governing body, is elected by the people and directs the work of any local government employee, such officer is the proper person to negotiate, directly or through a representative or representatives of his own choosing, in the first instance concerning any employee whose work is directed by him, but may refer to the governing body or its chosen representative or representatives any matter beyond the scope of his authority.

2. The scope of mandatory bargaining is limited to:

- (a) Salary or wage rates or other forms of direct monetary compensation.
- (b) Sick leave.
- (c) Vacation leave.
- (d) Holidays.
- (e) Other paid or nonpaid leaves of absence.
- (f) Insurance benefits.
- (g) Total hours of work required of an employee on each work day or work week.
- (h) Total number of days' work required of an employee in a work year.
- (i) Discharge and disciplinary procedures.
- (j) Recognition clause.
- (k) The method used to classify employees in the bargaining unit.
- (l) Deduction of dues for the recognized employee organization.
- (m) Protection of employees in the bargaining unit from discrimination because of participation in recognized employee organizations consistent with the provisions of this chapter.

(n) No-strike provisions consistent with the provisions of this chapter.

(o) Grievance and arbitration procedures for resolution of disputes relating to interpretation or application of collective bargaining agreements.

(p) General savings clauses.

(q) Duration of collective bargaining agreements.

(r) Safety L. of the employee.

(s) Teacher preparation time.

(t) Procedures for reduction in work force.

3. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

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

(b) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to paragraph (t) of subsection 2.

(c) The right to determine:

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

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

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

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

(d) Safety of the public.

4. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer 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.

5. The provisions of this chapter, including without limitation the provisions of this section, recognize and declare the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

6. This section does not preclude, but this chapter does not require the local government employer to negotiate subject matters enumerated in subsection 3 which are outside the scope of mandatory bargaining. The local government employer shall discuss subject matters outside

the scope of mandatory bargaining but it is not required to negotiate such matters.

7. Contract provisions presently existing in signed and ratified agreements as of May 15, 1975, at 12 p.m. shall remain negotiable.

Sec. 2. NRS 288.160 is hereby amended to read as follows:

288.160 1. An employee organization may apply to a local government employer for recognition by presenting:

- (a) A copy of its constitution and bylaws, if any;
- (b) A roster of its officers, if any, and representatives; and
- (c) A pledge in writing not to strike against the local government employer under any circumstances.

A local government employer shall not recognize as representative of its employees any employee organization which has not adopted, in a manner valid under its own rules, the pledge required by paragraph (c).

2. If an employee organization, at or after the time of its application for recognition, presents a verified membership list showing that it represents a majority of the employees in a bargaining unit, and if the employee organization is recognized by the local government employer, it shall be the exclusive bargaining agent of the local government employees in that bargaining unit.

3. A local government employer may withdraw recognition from an employee organization which:

- (a) Fails to present a copy of each change in its constitution or bylaws, if any, or to give notice of any change in the roster of its officers, if any, and representatives;
- (b) Disavows its pledge not to strike against the local government employer under any circumstances;
- (c) Ceases to be supported by a majority of the local government employees in the bargaining unit for which it is recognized; or
- (d) Fails to negotiate in good faith with the local government employer, [.]  
*if it first receives the written permission of the board.*

4. [If an employee organization is aggrieved by the refusal or withdrawal of recognition, or by the recognition or refusal to withdraw recognition of another employee organization, the aggrieved employee organization may appeal to the board.] If the board in good faith doubts whether any employee organization is supported by a majority of the local government employees in a particular bargaining unit, it may conduct an election by secret ballot upon the question. Subject to judicial review, the decision of the board is binding upon the local government employer and all employee organizations involved.

5. The parties may agree in writing, without appealing to the board, to hold a representative election to determine whether an employee organization represents the majority of the local government employees in a bargaining unit. Participation by the board and its staff in an agreed election is subject to the approval of the board.

Sec. 3. NRS 288.200 is hereby amended to read as follows:

288.200 Except in cases to which NRS 288.205 and 288.215 apply:

1. If:

(a) The parties have participated in mediation and by May 1, have not reached agreement; or

(b) The bargaining unit represented by the employee organization contains fewer than 30 persons, either party to the dispute, at any time up to June 1, may submit the dispute to an impartial factfinder for his findings and recommendations. His findings and recommendations are not binding on the parties except as provided in subsections 5, 6 and 9. The mediator of a dispute may also be chosen by the parties to serve as the factfinder.

2. If the parties are unable to agree on an impartial factfinder within 5 days, either party may request from the American Arbitration Association or the Federal Mediation and Conciliation Service a list of seven potential factfinders. If the parties are unable to agree upon which arbitration service should be used, the Federal Mediation and Conciliation Service must be used. The parties shall select their factfinder from this list by alternately striking one name until the name of only one factfinder remains, who will be the factfinder to hear the dispute in question. The employee organization shall strike the first name.

3. The local government employer and employee organization each shall pay one-half of the cost of factfinding. Each party shall pay its own costs of preparation and presentation of its case in factfinding.

4. A schedule of dates and times for the hearing must be established before June 20 and the factfinder shall report his findings and recommendations to the parties to the dispute within 30 days after the conclusion of the factfinding hearing.

5. The parties to the dispute may agree, before the submission of the dispute to factfinding, to make the findings and recommendations on all or any specified issues final and binding on the parties.

6. If the parties do not agree on whether to make the findings and recommendations of the factfinder final and binding, either party may request the formation of a panel to determine whether the findings and recommendations of a factfinder on all or any specified issues in a particular dispute which are within the scope of subsection 9 are to be final and binding. The determination must be made upon the concurrence of at least two members of the panel and not later than August 10 unless that date is extended by the commissioner of the board. Each panel shall, when making its determination, consider whether the parties have bargained in good faith and whether it believes the parties can resolve any remaining issues. Any panel may also consider the actions taken by the parties in response to any previous factfinding between these parties, the best interests of the state and all its citizens,

the potential fiscal effect both within and outside the political subdivision, and any danger to the safety of the people of the state or a political subdivision.

7. Except as provided in subsection 8, any factfinder, whether his recommendations are to be binding or not, shall base his recommendations or award on the following criteria:

(a) A preliminary determination must be made as to the financial ability of the local government employer based on all existing available revenues as established by the local government employer, and with due regard for the obligation of the local government employer to provide facilities and services guaranteeing the health, welfare and safety of the people residing within the political subdivision.

(b) Once the factfinder has determined in accordance with paragraph (a) that there is a current financial ability to grant monetary benefits, he shall use normal criteria for interest disputes regarding the terms and provisions to be included in an agreement in assessing the reasonableness of the position of each party as to each issue in dispute [.] *and he shall consider whether the board found that either party had bargained in bad faith.*

The factfinder's report must contain the facts upon which he based his determination of financial ability to grant monetary benefits and his recommendations or award.

8. Any sum of money which is maintained in a fund whose balance is required by law to be:

(a) Used only for a specific purpose other than the payment of compensation to the bargaining unit affected; or

(b) Carried forward to the succeeding fiscal year in any designated amount, to the extent of that amount, must not be counted in determining the financial ability of a local government employer and must not be used to pay any monetary benefits recommended or awarded by the factfinder.

9. The issues which may be included in a panel's order pursuant to subsection 6 are:

(a) Those enumerated in subsection 2 of NRS 288.150 as the subjects of mandatory bargaining, unless precluded for that year by an existing collective bargaining agreement between the parties; and

(b) Those which an existing collective bargaining agreement between the parties makes subject to negotiation in that year.

This subsection does not preclude the voluntary submission of other issues by the parties pursuant to subsection 5.

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**EXHIBIT 5**

**EXHIBIT 5**



**RENO POLICE DEPARTMENT**  
Memorandum



**DATE:** 11/27/2024

**TO:** Chief Kathryn Nance

**FROM:** Captain Jerel Hallert

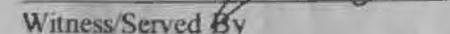
**SUBJECT:** Sgt Robles Administrative Leave

This memorandum places you on Administrative Leave with pay and relieves you of duties and responsibilities as a police officer until otherwise notified. Your duty hours during this leave will be 0700 hours until 1700 hours, Monday through Thursday. During this time, you are to report to the Administrative Secretary, at 334-2100 by telephone between 0800-0900 hours of each duty day and provide your location and how you may be reached during that tour of duty. You are to remain available and subject to respond to the station within 60 minutes of receiving a call, during each and every shift while on this Administrative Leave. If on any day you are unable to respond to the station within 60 minutes, you must use the appropriate form of Leave for that day.

While on Administrative Leave, you are not to take any official action or represent yourself as an active member of the Reno Police Department without specific approval of your immediate supervisor or command officer.

I acknowledge receipt of this memorandum and understand its contents.

  
Signature

  
Witness/Served By

11/27/24 1900  
Date/Time

11/27/2024 1900  
Date/Time

**CC:**  
RPD Internal Affairs  
RPD Payroll  
RPD Admin Secretaries