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

7 **BEFORE THE STATE OF NEVADA**

8 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

9
10 RENO POLICE PROTECTIVE
ASSOCIATION,

11 Case No.: **2025-022**

12 Petitioner, Panel:

13 vs.

14 CITY OF RENO,

15 Respondent.

16 _____ / **PETITION FOR DECLARATORY ORDER**

17
18 **COMES NOW**, Petitioner RENO POLICE PROTECTIVE ASSOCIATION, by and
19 through its undersigned attorney, hereby files its Petition for Declaratory Order. This Petition
20
21 is filed in accordance with NAC 288.380. Accordingly, Petitioner hereby petitions as follows:

22 **I. THE PARTIES**

23 Petitioner Reno Police Protective Association (“RPPA”) is an employee organization
24 as defined in N.R.S. 288.040. It is the recognized bargaining unit for police officers employed
25 by the City of Reno. Respondent City of Reno (“City”) is the largest municipality in Northern
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1 Nevada which oversees the Reno Police Department and its employees. The City is a political
2 subdivision of the State of Nevada and a local government employer under NRS 288.060.

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

4 The Board is authorized to provide the requested declaratory order pursuant to NRS
5 233B.120 and NAC 288.380. Specifically, NAC 288.380 defines that “Any recognized
6 employee organization . . . may petition the Board for a declaratory order regarding the
7 applicability or interpretation of any statutory provision or of any regulation or decision of the
8 Board.”

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

18 The Nevada Supreme has recognized that this Board “has exclusive jurisdiction over
19 unfair labor practice issues” and has defined an unfair labor practice to include “unilaterally
20 changing a subject of mandatory bargaining.” Reno v. Reno Police Protective Ass'n, 118 Nev.
21 889, 895, 59 P.3d 1212, 1217 (2002) (citing Rosequist v. Int'l Ass'n of Firefighters Local
22 1908, 118 Nev. 444, 448, 49 P.3d 651, 653 (2002) and NRS 288.280). The Reno Police
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1 Protective Ass'n decision affirmed this Board's holding related to unilateral changes to
2 mandatory topics of bargaining.

3 **A. ISSUE TO BE DECIDED**

4 The RPPA is seeking a declaratory order related to the City's unilaterally
5 implementation of "wellness leave" as a manner to force an RPPA covered member to take
6 time off from their assigned shift. NRS 288.150(1) states that government employers must
7 negotiate with employee organizations concerning mandatory subjects of bargaining. NRS
8 288.150(2) provides a list of these subjects of mandatory bargaining, which includes
9 subsection (e) "Other paid or nonpaid leaves of absence." See Reno Police Protective Ass'n,
10 118 Nev. at 900, 59 P.3d at 1220.

11 The RPPA is bringing this Petition in accordance with the current CBA. Specifically,
12 Article 31(b) mandates that "In the event the City intends to institute a change during the term
13 of this Agreement of a subject which falls within the scope of mandatory bargaining as
14 outlined in Subsection 2 of NRS 288.150, the City recognizes its duty to bargain with the
15 Association over said change. Disputes arising under this Article shall not be grievable under
16 Article 28 of this Agreement, but shall be submitted to the Nevada Local Government
17 Employee-Management Relations Board (EMRB) of resolution." **Exhibit 1 at 55-56**. Given
18 that the CBA does not permit the RPPA to grieve the City's unilateral change to a mandatory
19 topic of bargaining, the RPPA is required to bring this Petition directly to this Board.

20 The RPPA is requesting a declaratory order holding that it is a prohibited practice for
21 the City to make unilateral changes to a mandatory topic of bargaining, in this case, other paid
22 or nonpaid leaves. On October 10, 2025, the City placed RPPA covered member Officer
23 Anthony Sotelo on "wellness leave" purportedly due to a concern that Officer Sotelo had not
24

1 taken leave time. This confused Officer Sotelo and the RPPA as Officer Sotelo was scheduled
2 to take vacation beginning on October 16, 2025. The City did not give any clear indication as
3 to why it was placing Officer Sotelo on this leave, but mandated that he immediately leave his
4 assigned shift, and ordered that he was not permitted to return to any type of duty until
5 attending a meeting with an unknown administrative person or persons on October 15, 2025.
6 As part of this mandated “wellness leave,” Officer Sotelo was not permitted to continue his
7 assigned duties and was not permitted to attend his scheduled sniper and SWAT training that
8 were set for October 14 and 25, 2205, respectively.
9

10 The current CBA between the parties contains negotiated paid or nonpaid leave
11 regarding vacation, sick leave, on-the-job injury, leaves of absences, military leave, and jury
12 duty. **Exhibit 1 at 8-19.** There is no provision in the CBA that permits a member to take
13 “wellness leave,” nor is there any provision in the CBA that permits the City to mandate that
14 an RPPA covered member be forced, mandated and/or ordered to take “wellness leave.” The
15 reason that there are no provisions in the CBA that permit an employee to take “wellness
16 leave” or for the City to mandate such leave, is due to the fact that this leave, paid or nonpaid,
17 has never been negotiated by the parties. As stated herein, NRS 288.150(2)(e) plainly and
18 unambiguously mandates that other paid and nonpaid leaves are a mandatory subject of
19 bargaining. The City’s unilateral action to create “wellness leave” and then to force Officer
20 Sotelo to take this non-negotiated leave is a *per se* unfair labor practice and a unilateral change
21 to the CBA. See e.g. Charles Jenkins; Las Vegas Police Managers and Supervisors
22 Association vs. Las Vegas Metropolitan Police Department, Case No. A1-046020, Item 775A
23 (EMRB Jan. 24, 2013) (holding that “This Board has repeatedly reaffirmed the principle that
24 ‘unilateral changes by an employer during the course of a collective bargaining relationship

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1 concerning matters which are mandatory subjects of bargaining are regarded as *per se* refusals
2 to bargain.”” (quoting Operating Engineers, Local 3 of the International Union of County of
3 Lander, Item No. 346, Case No. A1-045553, (1994)).

4 **III. CONCLUSION**

5 As stated herein, the City’s action to create “wellness leave” and then force this leave
6 on an RPPA covered member is a unilateral change to a mandatory topic of bargaining as
7 outlined in NRS 288.150(2)(e). These actions have been addressed in previous decisions by
8 the Board, some of which have been affirmed by the Nevada Supreme Court, and a
9 declaratory order is appropriate here. See e.g. Reno Police Protective Ass'n, 118 Nev. 889, 59
10 P.3d 1212; Rosequist, 118 Nev. 444, 49 P.3d 651; Charles Jenkins, Case No. A1-046020, Item
11 775A; Operating Engineers, Item No. 346, Case No. A1-045553; Henderson Police Officers
12 Case No. A1-045314, Item 83; NRS 288.280.

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

- 16 a. A finding that the conduct of Respondent as referenced herein constitutes
17 prohibited practices under Chapter 288 of the Nevada Revised Statutes;
- 18 b. A finding that Respondent made unilateral changes to NRS 288.150(2)(e)
19 which is a mandatory topics of bargaining;
- 20 c. An order requiring Respondent to comply with NRS 288.150 and cease making
21 unilateral changes to the CBA and to mandatory topics of bargaining.
- 22 d. An order requiring Respondent to pay the Petitioner’s reasonable attorney and
23 representatives’ fees and expenses in bringing this action; and

e. Any and all other relief that the Employee Management Relations Board deems appropriate.

DATED this 18th day of October, 2025.

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

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CERTIFICATE OF SERVICE

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

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

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

DATED this 18th day of October, 2025.

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

EXHIBIT 1

EXHIBIT 1

LABOR AGREEMENT

July 1, 2024 – June 30, 2027

**CITY OF RENO
AND
RENO POLICE PROTECTIVE ASSOCIATION**

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**AGREEMENT BETWEEN THE CITY OF RENO AND
THE RENO POLICE PROTECTIVE ASSOCIATION COVERING
NON-SUPERVISORY EMPLOYEES**
July 1, 2024 – June 30, 2027

ARTICLE NO. 1. PREAMBLE

THIS AGREEMENT is entered into between the City of Reno, Nevada, hereinafter referred to as the "City" and the Reno Police Protective Association and its agent(s), 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 NO. 2. RECOGNITION

The City recognizes the Association and its agent, as identified above as the exclusive bargaining agent, for purposes of establishing salaries, wages, hours and other conditions of employment for all of its civil service employees within non-supervisory law enforcement officer classifications of:

Police Officer

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

ARTICLE NO. 3. STRIKES AND LOCKOUTS

(a) The Association, its agent and its membership, individually and collectively, 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 NO. 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.

(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 include without limitation and 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.

ARTICLE NO. 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 activity as provided for 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 negotiating agent and agrees to represent all employees in the negotiating unit without discrimination, interference, restraint, or coercion.

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

ARTICLE NO. 6. ASSOCIATION DUES

(a) Employees of the City of Reno may authorize payroll deductions for the purpose of paying Association dues and assessments. 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 they 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. The City shall activate the withdrawal of dues from new members within thirty (30) days of Human Resources Payroll Division receiving authorization. Association assessment shall be deducted as requested by the Association; however such assessment deductions shall be requested not more than once per calendar year. No authorization shall be allowed for payment of initiation fees 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 and its agent 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 employee's earnings must be regularly sufficient after other legal and

required deductions are made to cover the amount of the appropriate Association dues and/or assessments. When a member in good standing of the Association is in non-paid 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-paid 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 and assessments.

ARTICLE NO. 7. HOURS OF WORK

(a) The normal work period of employees covered by this Agreement shall consist of eighty (80) hours biweekly. The Patrol Division is on a four (4) day, ten (10) hours per day work week. The Detective and Administrative Divisions are on a plan of five (5), nine (9) hour days one week, and three (3) nines and one eight (8) hour day(s) the second week, affording them a three day weekend every other week. The Chief of Police at their discretion, with the City Manager's approval, may place the Detective and Administrative Division on a four (4) day, ten (10) hours per day work week. An officer 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. 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 (1) in cases of emergency declared by the Chief, or (2) upon not less than seventy-two (72) hours prior notice to employees in instances involving shift rotation, military duty, departmental training programs or as provided in Article 39. 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 vacation or sick leave, or be recorded as unexcused absence.

(c) Except during emergency situations, employees shall be permitted to take one (1) thirty (30) minute paid lunch break and two (2) fifteen (15) minute coffee breaks or rest periods during each workday; however, in the event an employee is unable to take their lunch period off, overtime pay will not be available for claim. An employee may, at their discretion, combine one (1) fifteen (15) minute coffee or rest break with the thirty (30) minute lunch break.

(d) 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.

(e) Flextime scheduling will not be used to avoid overtime; and if 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.

(f) Except in cases of emergency as declared by the Chief, or as a result of a special event, training or shift changes, employees who are not given at least six (6) hours off after the completion of their last shift will receive a premium of two (2) hours pay at the base hourly rate in addition to their regular pay.

ARTICLE NO. 8. HOLIDAYS AND HOLIDAY PAY

(a) Employees shall receive holiday pay at the rate of ten (10) hours pay, for those employees assigned to a ten (10) hour work day; or eight (8) hours pay, for those employees who either work an eight-hour day, or are on administrative leave. The holiday pay will be paid at the employees' regular rate of pay, as defined in (g) below. All holidays shall be deemed to occur on the dates observed by the State of Nevada as referred to in Nevada PERS Official Policies.

New Year's Day (January 1)

Martin Luther King's Birthday (Third Monday in January)

Presidents' Day (Third Monday in February)

Floating Holiday to be taken during a fiscal year

Memorial Day (Last Monday in May)

Juneteenth (June 19)

Independence Day (July 4)

Labor Day (First Monday in September)

Nevada Day (the last Friday in October)

Veteran's Day (November 11)

Thanksgiving Day (Fourth Thursday in November)

Day After Thanksgiving (Fourth Friday in November)

Christmas Day (December 25)

Further, upon any other day declared a paid holiday for City employees by the Mayor or a paid holiday for local government employees by the Governor or the President of the United States.

(b) 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-work day, the previous or subsequent workday shall be observed as that holiday as determined by the Police Chief.

(c) 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 such conditions are specifically exempted, in writing, by the City.

(d) Holidays occurring during an employee's vacation period shall not be counted as vacation.

(e) When an employee is required by order of the Police Chief to work during their regularly scheduled work hours on a holiday, if eligible for holiday pay in addition to their holiday pay, they shall receive one and one-half (1-1/2) times their pay in compliance with the FLSA.

(f) The Floating Holiday/Birthday listed in section (a) shall be a total of thirty (30) hours per year and must be taken during the fiscal year. The time during the year which the employee may take this time off shall be determined by the Chief of Police or their designee after giving consideration to the operating requirements of the department. However, the time off request shall not be unreasonably denied.

(g) For calculation of payment under this Article, regular rate of pay shall include: Special Pays an employee receives, such as Motorcycle Duty, Acting Pay (when paid for all hours assigned), Training Officer Pay (when assigned for the pay period), Investigator Pay (when assigned for the pay period), Hazardous Pay, Field Force Pay, and Senior Officer Pay; Special Assignment Pays; Longevity Pay; Bilingual Pay; and Education Pays.

ARTICLE NO. 9. VACATION

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

<u>Years of Continuous Service</u>	<u>Vacation Earnings Rate Biweekly Pay Period</u>
Less than 5 years	4 hours
5 years but less than 10 years	5 hours
10 years but less than 15 years	6 hours
15 years but less than 20 years	7 hours
20 years or more	8 hours

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

<u>Years of Continuous Service</u>	<u>Vacation Earnings Rate 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 but less than 20 years	8 hours
20 years or more	9 hours

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

- (b) An employee shall be paid at their base hourly rate for each hour of vacation time taken. Vacation shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation taken.
- (c) Choice of vacation dates shall be granted whenever practical based upon the operating requirements of the City, as determined by the Police Chief. Where more employees than can be spared request a particular period, preference will be in order of seniority in grade, provided the remaining employees are qualified to do the work.
- (d) Vacation taken during a biweekly period shall be charged before vacation earned during the pay period is credited.
- (e) An employee's accrued vacation shall not exceed five hundred forty (540) hours.
- (f) The City shall make available reasonable periods of time for employees to take earned vacation. The City shall not make payment for unused vacation in excess of that allowed to accrue as provided in paragraph (e) of this Article with the following exception. In the event that any employee's scheduled vacation is denied by management due to an operating emergency, the employee will not lose that accrued vacation in excess of what is permitted in paragraph (e) unless said employee is provided the opportunity to use such denied vacation within the following thirty (30) calendar days and refuses such use.

(g) **Vacation Cash Out Provision.** Upon request, bargaining unit employees may, cash out accumulated, but unused regular vacation leave in increments of at least twenty (20) hours.

(1) 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.

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

(2) Calculation of the payment due shall be based on the employee's base hourly rate in effect on the last day of the window period of the year in which their request was made. Base hourly rate shall be increased by Investigator assignment pay, or PTO assignment pay, or Senior Officer premium pay for any employee so assigned by payroll action form.

(3) In the event that an employee's accrued vacation will exceed five hundred forty hours (540), any earned hours in excess of the maximum accrual shall be paid directly to the employee in the first full pay period of each fiscal quarter at their hourly rate as defined in section (g)(2) above.

ARTICLE NO. 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 and accumulate without limitation for use as set forth in paragraph (b) and (d). 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; illness, injury or death of the employee's husband, wife, domestic partner, child, adopted child, stepchild, sibling, or children of domestic partner residing with employee, mother or father. An employee requiring extended time off (five days or more) for medical care of a family member not listed above may make a request to an advisory review committee which will make a recommendation to the Chief of Police, or their designee. The Chief shall make the final determination as to whether sick leave shall be granted and the amount of time allowed. Their determination shall be non-appealable and not subject to the grievance process of this Agreement. The advisory review committee shall consist of three (3) Association Board of Directors selected by the Association President, and three (3) police supervisors selected by the Chief of Police. 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.. Excessive sick leave usage shall be reviewed to determine if the excessive use is justified or if the excessive sick leave usage required corrective action.

(2) If any employee does not have adequate sick leave time, the Police Chief may grant the use of accrued vacation time in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time. The Police Chief may

recommend to the City Council special consideration for any employee, covered by this contract, who has exhausted the use of sick leave and vacation time and who is unable to return to duty.

(c) Sick leave shall be charged for actual time employees utilize sick leave in increments of no less than half hour. Holidays occurring during sick leave periods shall not be counted as sick leave time if the employee furnishes documentation of such illness. Sick leave taken during a biweekly pay period shall be charged before sick leave earned that pay period is credited.

(d) Upon retirement or involuntary lay-off an employee shall be compensated for accrued but unused sick leave as follows:

(1) Any Officer hired prior to July 1, 2011 having four hundred fifty (450) or more hours in their sick leave bank shall be cashed out at the rate of ninety percent (90%) of the total accumulated hours of sick leave up to and including a maximum of sixteen hundred (1600) hours at their base hourly rate of pay.

(a) Employees having more than four hundred and fifty (450) hours of accumulated sick leave may cash out any leave in excess of four hundred and fifty (450) hours twice during their employment with the Reno Police Department. A maximum of five hundred and seventy-five (575) hours may be cashed out for each cash out. Any such hours cashed out shall be applied against the maximums outlined in subsection (D)(1) for the purpose of calculation of the final cash out available upon separation. Cash outs prior to separation are entitled to utilize any available City programs that are allowed under Federal Law to be tax deferred or tax sheltered. In no case will the City pay any tax consequences for the employee.

(2) Upon retirement or involuntary lay-off the employee shall be paid for all hours up to and including sixteen hundred (1600) hours in the bank at the rate indicated.

(a) Any Officer hired on or after July 1, 2011, having four hundred fifty (450) or more hours in their sick leave bank, when separating from employment, shall be cashed out at the rate of ninety percent (90%) of the total accumulated hours up to a maximum cash pay-off of forty thousand dollars (\$40,000.00) at their base hourly rate of pay.

(b) Employees having more than four hundred and fifty (450) hours of accumulated sick leave may cash out any leave in excess of four hundred and fifty (450) hours twice during their employment with the Reno Police Department. A maximum of \$10,000.00 may be cashed out for each cash out. Such hours cashed out shall be applied against the maximums outlined in subsection (2)(a) for the purpose of calculation of the final cash out available upon separation. Cash outs prior to separation are entitled to utilize any available City programs that are allowed under Federal Law to be tax deferred or tax sheltered. In no case will the City pay any tax consequences for the employee.

(3) For purposes of and subject to the provision in (d) and (e), an employee receiving Investigator pay and Police Training Officer pay and Senior Officer pay shall have that amount included with the base hourly rate of pay.

(4) Any employee with a sick leave balance between one hundred (100) hours to less than four hundred fifty (450) hours shall receive an incentive payment of twenty-five dollars (\$25.00) for each biweekly pay period wherein such employee uses no sick leave. Employees with a sick leave balance of four

hundred fifty (450) hours or more shall not be eligible for this incentive. Payment shall be made quarterly.

(e) The City agrees to pay for all medical costs for preventive medicine incurred by a department employee as a result of an on-the-job exposure not covered by NRS 616 or 617 Workers' Compensation System or until NRS 616 or 617 Workers' Compensation System coverage.

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

(g) No provision of this contract is intended to be contrary to either the Americans with Disabilities Act (ADA) or the Family Medical Leave Act (FMLA).

(h) For calculation of payment under this Article, base hourly rate shall be increased by Investigator assignment pay, PTO assignment pay, or Senior Officer premium pay for any employee so assigned by payroll action form.

(i) During the duration of the CBA, the parties agree to reopen negotiations for the purpose of discussing a possible baby bonding program.

ARTICLE NO. 11. ON-THE-JOB INJURY

(a) Whenever an employee is injured while on duty with the City of Reno, and such injury 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 thousand (1000) working hours, 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 resulting from the original illness or injury. However, the one thousand (1000) working hours limitation shall

continue to apply.

(b) In the event that an employee's NRS 616 or 617 Workers' Compensation System claim is denied and the denial is appealed, the City agrees to pay full salary while the NRS 616 or 617 Workers' Compensation System appeal is pending at the request of the employee for an appeal period not to exceed one (1) calendar year. If the final determination is adverse to the employee or if the appeal period exceeds one (1) calendar year, the employee must deduct from sick leave and, if sick leave is exhausted, vacation leave to compensate the City for hours paid 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 which shall not exceed one (1) calendar year, the City may advance the employee sick leave to cover the balance of hours. If the employee terminates prior to accruing all sick leave advanced, the employee is responsible for paying the balance of advanced sick leave hours in cash at the time of termination.

It is understood that the term "full salary" shall only include an employee's base salary plus any applicable pays.

(c) Any employee while on NRS 616 or 617 Workers' Compensation System leave will not accrue sick leave or vacation time but shall continue to earn service time credit for retirement.

(d) Upon the expiration of the accumulative one thousand (1000) working hours 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 (1/2) the amount charged per shift or day, during which period the employee shall retain the NRS 616 or 617 Workers' Compensation System payment, and the City shall then pay them the difference

between their normal pay and NRS 616 or 617 Workers' Compensation System payment.

(e) When accrued sick leave has expired, if the employee is still unable to work, except for total accumulated vacation, they may utilize their accumulated vacation time pay at the rate of one-half (1/2) the amount charged per shift or day, during which period the employee shall retain the NRS 616 or 617 Workers' Compensation System payment, and the City shall then pay them the difference between their normal pay and NRS 616 or 617 Workers' Compensation System payment.

(f) INTENT: The intent of paragraphs (d) and (c) above is that the employee will continue to receive their full accumulated salary dollars so long as they are disabled and receiving NRS 616 or 617 Workers' Compensation System benefits and until their sick leave and vacation hours are exhausted.

(g) When, as the result of an on-the-job injury, an employee is continually confined to a duly licensed hospital as a result of such injury, the employee shall retain the NRS 616 or 617 Workers' Compensation System payment and the City of Reno shall then pay the individual the difference between normal pay and NRS 616 or 617 Workers' Compensation System payment. Said payment will be continued so long as the employee is confined to said hospital and so long as the NRS 616 or 617 Workers' Compensation System continues to make salary continuation payments in connection with said injury. For compensation purposes, the requirements of continual confinement to a duly licensed hospital or confinement to the home (if so certified by a physician, 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 benefits or sick leave benefits other than as provided above. For the purpose of this paragraph (g), the one thousand (1000) hours referenced

in paragraph (a) does not begin until the employee is released from the hospital; however, any period where an employee is not confined in a hospital counts towards the one thousand (1000) hours.

(h) Any time within a maximum period of twelve (12) biweekly pay periods subsequent to the pay period within which the on-the-job injury occurred, an employee may elect to continue on NRS 616 or 617 Workers' Compensation System leave, without additional compensation from the City, and without refunding NRS 616 or 617 Workers' Compensation System salary continuance payments to the City, provided the employee is receiving NRS 616 or 617 Workers' Compensation System salary continuance payments.

(i) The City may elect to send an employee to a physician of its choice at its expense to examine the employee to determine whether the employee is able to work a light duty assignment. 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.

(j) When a holiday falls during the period of an employee's NRS 616 or 617 Workers' Compensation System leave, the employee shall receive straight time compensation for the holiday and the holiday shall not be considered a working day for purposes of the cumulative one thousand (1000) working hours referenced in this Article.

ARTICLE NO. 12. LEAVE OF ABSENCE

(a) Leave of absence may be granted pursuant to the Rules and Regulations of the Civil Service Commission. A leave of absence authorization shall specify any restrictions attached thereto.

(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.

ARTICLE NO. 13. MILITARY LEAVE

In compliance with the provisions of NRS 281.145 (1), any public officer or employee of the State or any agency thereof, or of a political subdivision or an agency of a political subdivision, 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 public officer's or employee's duties, upon the public officer's or employee's request, to serve under orders, including, without limitation, orders for training or deployment, without loss of the public officer's or employee's regular compensation for a period of not more than the number of hours equivalent to fifteen (15) working days in any twelve (12) month period. The political subdivision shall establish the twelve (12) month period during which a public officer or employee of an agency of the political subdivision, or an agency thereof, is eligible to take the number of working days of leave as set forth herein. For the City of Reno, that twelve (12) month period shall be the calendar year.

ARTICLE NO. 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 they remit their

compensation for such jury duty to the City Clerk for deposit in the General Fund of the City of Reno.

ARTICLE NO. 15. RETIREMENT

Employees shall be retired from employment with the City in accordance with the provisions of NRS 286.

Public Employees Retirement System (PERS) rate increases/decreases on and after July 1, 2017, will be split equally between the City and the employee. The Salary Table and the salary of each employee shall be considered to be automatically decreased by one-half (1/2) of any PERS increase, and increased by one-half (1/2) of any PERS decrease.

In the event of a PERS rate increase, to be effective after July 1, 2017, this Article may be reopened for negotiations of non-PERS compensable overtime. The Association must notify the City of their intention to reopen this Article within sixty (60) days of the City notifying the RPPA of a PERS increase.

ARTICLE NO. 16. SALARIES

(a) All employees will be paid on each biweekly Friday with salary computed through the end of the preceding payroll cycle. The amount of pay shall be for the number of hours on duty as scheduled or on authorized paid absence. Pay rates shall be as specified in the attached Appendix. Base hourly rate as used in this labor agreement shall be defined as the employee's step on the applicable salary appendix attached to this contract unless otherwise indicated. Base hourly rate shall be increased by the applicable Investigator assignment pay, PTO assignment pay, or Senior Officer premium pay for any employee so assigned where specified under certain articles in this Agreement.

- (b) Effective the first pay period after July 1, 2024 and after the City Council adopts the new Labor Agreement the salary appendix shall be increased by five (5%) percent.
- (c) Effective the first pay period after January 1, 2025, a seventh step shall be added to the salary schedule. The seventh step shall be five percent (5%) above the current sixth step and in accordance with the current salary schedule structure. Movement of the new seventh step shall be in accordance with Article 17, Step Raise Eligibility.
- (d) Effective the first pay period in July 1, 2025, the salary appendix shall be increased by five percent (5%). The City and the Association agree to meet and confer over a possible increase in salaries if the total PERS rate increase exceeds three percent (3%) during 2025.
- (e) Effective the first full pay period in July 2026, the salary appendix shall be increased by five percent (5%).
- (f) Effective the first full pay period in July 2026, an additional eighth step shall be added to the salary schedule. The eighth step shall be five percent (5%) above the seventh step and in accordance with the current salary schedule structure. Movement to the new eighth step shall be in accordance with Article 17, Step Raise Eligibility.
- (g) Effective the first full pay period in July 2024, the City shall contribute one dollar (\$1) for each one dollar (\$1) deferred and invested by the employee in the City approved Deferred Compensation program, up to a maximum City contribution equal to two percent (2%) of the employee's biweekly base wage not to exceed a total City contribution of one-half of the limit established by Federal Law.

ARTICLE NO. 17. STEP RAISE ELIGIBILITY

(a) Effective July 1, 2016, any officer hired as a Reno Police Officer shall, beginning with the first day of assignment, following graduation from a Reno Police Department approved police academy, remain on the Level 1, Salary Grade for twelve (12) subsequent months of employment. Thereafter they shall resume on the salary schedule as described in Salary Appendix and in accordance with section (a) (2) of this article. Employees hired after July 1, 2011, and prior to June 30, 2016, who are post-probationary employees, shall be advanced to Level II pay. Thereafter, in accordance with this article, those employees shall advance to the next level at their anniversary date.

(b) Step raises will become effective as outlined above only upon the recommendation of the Police Chief and approval of the Human Resources Director. If such recommendation or approval is delayed for any reason, the effective date shall be as specified at the time of approval.

(c) If a leave of absence without pay of thirty (30) days or more is granted to an employee, the time actually worked before and after the leave of absence shall be added together and must total one (1) year following any previous step raise before being eligible to receive the next step raise.

(d) The Chief of Police may re-determine and adjust the step raise of any employee, either upwards or downwards, within the salary range depending upon the employee's job performance and duties assigned. In the event that an employee is denied a performance step raise, the employee and the Association will be informed in writing of the specific reasons for such denial and may, within ten (10) working days of such notification, request in writing, a review before the Chief of Police or their designee to discuss the reason for the denial.

1. The review shall be attended by the employee, the employee's Association representative, the direct supervisor, and the Chief of Police, or their designee, or a Merit Review Committee shall be requested.

2. An employee's performance will be deemed to be standard on the date on which the report on performance was due if:

- a. The employee's performance was not rated during the previous twelve (12) months; or
- b. A subsequent report on performance was not filed after the employee received a substandard rating of performance within thirty (30) days of receiving the substandard performance.

(e) If requested, the Merit Review Committee shall consist of members appointed by the Police Management and an equal number of members appointed by the Association. The Merit Review Committee may make recommendations to the Police Chief concerning upward or downward step raise adjustment. For exceptional performance, the Chief of Police or their designee may approve a two (2) step raise.

ARTICLE NO. 18. INOCULATIONS

The City shall provide those infectious disease vaccinations that are recommended by the Labor/Management Committee and approved by the Police Chief. 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 Police Chief.

ARTICLE NO. 19. OVERTIME

(a) Time and one-half the base hourly rate shall be paid for each quarter (1/4) of

an hour worked in excess of forty (40) hours during the regular workweek or in excess of eight (8) hours during the regular workday for any employee working a five (5) day, eight (8) hour work week. If working a modified work schedule, overtime at the premium rate shall be paid for all hours worked over the scheduled workday or over eighty (80) hours in the pay period. If time is lost during the regular workweek for unexcused absence, then premium pay shall not prevail until forty (40) hours worked is exceeded. Overtime will be paid on the payroll for the pay period within which the overtime is performed or accrued as per Article 7. 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 Police Chief, if compensation therefore is to be effected.

(b) If an employee is off-duty and receives a telephone call regarding official police department business from a supervisor, or at the request of a supervisor, the employee shall receive minimum compensation at time and one-half the hourly rate of pay for each quarter (1/4) of an hour on the telephone. If the total work time for a phone call or multiple calls actually extends beyond fifteen (15) minutes, the work time shall be rounded to the nearest fifteen (15) minute increment. This provision is intended to apply to situations where it is necessary to obtain information 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 given to the employee to report to work early or other reporting instructions.

(c) Generally, the City shall assume no liability for overtime, and the Association shall expect none, for an employee as a result of out of town training or prisoner extradition except as provided for by the Fair Labor Standards Act (FLSA) applied to local government operations related to definition of hours actually worked; however,

should a legitimate overtime liability occur on an individual instance, beyond the ability of management or the employee to prevent, overtime will be paid in accordance with this Article.

(d) Employees who are scheduled to work a Pre-Designated Crawl shall be paid in accordance with Article 39.

(e) The Chief of Police or their designee shall make every effort to not work any officer more than a sixteen (16) hour shift. They shall also make every effort to allow officers to have at least eight (8) hours off between shifts.

(f) For calculation of payment due under this Article, base hourly rate shall be increased by Investigator assignment pay, PTO assignment pay, or Senior Officer premium pay for any employee so assigned by payroll action form.

ARTICLE NO. 20. STAND-BY TIME

(a) Due to staff limitations, it may be necessary for the Police Chief to schedule an employee to be on a telephone stand-by alert available for duty at the Central Police Station within sixty (60) minutes of notification by the Police Chief to handle overtime work which may arise during other than their normal working hours.

(b) Regular Stand-by. Those employees on stand-by will be carried on a stand-by roster to be established and maintained through procedures promulgated by the Police Chief. For each listing on the regular stand-by roster, the employee will be compensated at the rate of one-and-one-half (1 1/2) hour's pay at the base 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) hour's pay.

(c) Court Stand-by. Employees on stand-by, on a duty day, but not during duty hours (if swing shift or graveyard officers), for all duty-related court appearance(s) shall receive one (1) hour stand-by pay for scheduled court appearance during A.M. and/or

P.M. hours, or two (2) hours of stand-by pay if on a scheduled off duty day for morning and/or afternoon appearances, to be paid at the rate of time-and-one-half or, at the employees option, to be awarded compensatory time off at the rate of time-and-one-half.

(d) Upon arriving on duty when called up from stand-by, an employee will be compensated in accordance with Article 19.

(e) In the event that an employee is injured during the trip to Court through no fault of their own, the City will attest that such injury is in the line of duty.

(f) For calculation of payment due under this Article, base hourly rate shall be increased by Investigator assignment pay, PTO assignment pay, or Senior Officer premium pay for any officer so assigned by payroll action form.

ARTICLE NO. 21. LONGEVITY PAY

(a) Each full-time employee who has completed five (5) years of service with the City of Reno Police Department, and who has been covered under this Agreement for the same period of time, or who has promoted to a higher rank in the Reno Police Department and subsequently returned to the Civil Service position as a Reno Police Officer, shall be entitled to longevity pay in addition to regular salary. Said employee's longevity pay shall be at a rate equal to one-half percent (.5%) of the employee's biweekly base hourly rate for each year of service, up to a maximum annual payment of twelve and one-half percent (12.5%) of base hourly rate for employees with twenty-five (25) years of service, with payment to be effected each pay day beginning with the pay period within which the anniversary falls. Effective July 1, 2016, in addition to the above, each full-time employee who has completed twenty five (25) years of service with the City of Reno Police Department, and has been covered under this Agreement for the same period of time, or who has promoted to a higher rank in the Reno Police

Department and subsequently returned to the Civil Service position as a Reno Police Officer, shall be entitled to additional longevity pay. Said employee's longevity pay shall be increased by an additional five percent (5%). Payment for these longevity benefits shall be effective each pay day beginning with the pay period within which the anniversary falls. Years of service for calculation of longevity pay shall include full time service with the City, excluding time for temporary employment, leave of absence, or lapse of service.

(b) For calculation of payment under this Article, base hourly rate shall be increased by Investigator assignment pay, PTO assignment pay or Senior Officer premium pay.

ARTICLE NO. 22. HEALTH AND ACCIDENT INSURANCE

(a) Any full-time probationary employee and each full-time regular employee shall have the right to participate in the City's group insurance program as set out in this Agreement or as altered pursuant to this Agreement. 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 City's group health and life insurance program, a term life insurance policy in an amount equal to one (1) times the employee's annual base wage shall be provided for each active regular full-time and qualified part-time employee

enrolled in the City's group health and life insurance program. The life insurance benefit shall be provided to retirees who continue as part of the City of Reno group health insurance program regardless of the type of retirement 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. This shall not prohibit retirees from purchasing dependent coverage in accordance with the providers' policy.

(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 contributions shall be made for, the plan(s) of their choice on the first 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 provided through a self- insured plan, benefit levels that do not affect costs paid by the employee are not subject to bargaining under this contract.

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

(3) 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 coordination 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 service in the Reno Police Department irrespective of age; or who has twenty (20) years of service in the Reno Police Department, who is in retirement status and who receives retirement benefits under P.E.R.S. 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 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 fifteen (15) years of service in the Reno Police Department, who is eligible to retire, who immediately goes into retirement status and receives retirement benefits under P.E.R.S. 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 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 ten (10) years of service in the Reno Police Department, who is eligible to retire, and who immediately goes into retirement status and receives retirement benefits under P.E.R.S.¹ 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 employee's life.

(m) For those employees hired on and after January 1, 2015, the employee shall pay biweekly two (2%) percent from a Level 1 Police Officer base salary as shown in

¹ See Side Letter dated August 9, 2016, regarding Retiree Group Health Insurance negotiations.

the applicable Salary Appendix. The City shall likewise pay a matching biweekly amount of 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 as described herein, and deposited into the Trust invested by the Retirement Benefits Investment Fund (RBIF), a component of the 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 benefit as herein described. The purpose of the Trust fund is to pay for the post retirement health and accident medical insurance for the employee only premium for any employee upon separation who has thirty (30) years or more of service as a police officer with the Reno Police Department irrespective of age; or who has twenty (20) years of cumulative service as a police officer with the Reno Police Department, who upon separation is in retirement status and who receives retirement benefits under NVPERS. 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 N.R.S. 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) 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 individual's pre-disability base salary up to age 65 in accordance with the terms of the long term disability policy in effect between the City and the long term disability carrier.

(q) For an employee killed in the line of duty and who had elected spouse 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 and/or eligible dependents. Spouse coverage shall continue until remarriage or death whichever occurs first. Killed in the line of duty shall be defined as death by unnatural causes arising out of performance of their job.

Note: Nothing in this Agreement shall impact the health insurance benefits of those individuals retiring prior to July 1, 1999.

(r) Effective January 1, 2018, for retired members under this Agreement, the following group health insurance program will apply. For the retired members hired prior to January 1, 2015, and retired after July 1, 1999, and mentioned in the Memorandum of Understanding dated October 19, 2017, the following provisions apply, with the understanding that for these members, Medicare may not become effective until July 1, 2018. For those members retiring prior to July 1, 1999, no changes in their retiree health insurance shall be made. For those members hired on or after January 1, 2015 the provisions as described in Section (m) of this Article shall

apply.

Eligibility for the Program – For the purposes of this Article, an eligible retired member is one who is retired under PERS, pursuant to Article 22, Sections (j), (k), and (l). For the purposes of the below listed Medicare-coordinated group health insurance plan, those members who have retired on or after July 1, 1999, and who were hired before January 1, 2015, are eligible to participate in the Program per the provisions outlined below. Based on negotiations with the City, retired members at Medicare eligible age and older are required to enroll in Medicare Part A and Part B to participate in the City of Reno's group health insurance plans. For those eligible members who are not listed in the MOU 30, attached to this article, and who choose not to enroll in Medicare Part A or Part B when they become eligible to do so the City shall not be required to pay any penalty incurred by the member for their failure to enroll in Part A or Part B coverage except as follows:

- a. If a retiree, through no fault of their own fails to enroll in Part A or Part B when eligible, the City shall pay any penalty incurred by the member. “No fault of their own” is defined as: Member incapacitation through sickness or injury which prevents the retiree from enrolling in Part A or Part B Medicare.

Ineligibility for the Program – For the purposes of this Article, an ineligible member is one who is not retired under PERS, pursuant to Article 22, Sections (j), (k), and (l). While surviving spouses are eligible to remain covered under the City's group health insurance plans, retired members do not have the ability to assign retirement health insurance subsidy benefits to surviving spouses.

- 1) Retired members who are not Medicare eligible due to age, meaning they are younger than the eligible Medicare age at the time of the signing of this

Agreement, which is currently 65 years old, shall have the option to be covered under the City of Reno's group health insurance coverage, pursuant to Sections (j) through (l) of this Article.

- 2) The Association and the City of Reno agree that if eligibility for Medicare changes due to amendments made by the Federal government, they shall comply with all new eligibility laws, presidential executive orders, or regulations.
- 3) The Association and the City of Reno agree that in the event the Federal government significantly reduces Medicare benefits, or eliminates Medicare benefits, all retired members shall revert to group health insurance coverage pursuant to Section (j) through (l) of this Article.
- 4) All retired members must enroll in Medicare Part A and Part B when they are eligible to do so, regardless of whether they contributed to Medicare as employees of the City of Reno. Retired members will be eligible for Medicare coverage when they reach the eligible Medicare age, currently 65 years.
- 5) All retired members, at eligible Medicare age and older, must provide proof of Medicare Part A and Part B coverage to the City of Reno.
- 6) All retired members, at eligible Medicare age and older, must pay the premiums associated with enrollment in Medicare Part A and Part B and Part D directly to Medicare.
 - (h) All retired members, at eligible Medicare age and older, must provide proof of Medicare Part A and Part B premium payment or their Medicare Determination Letter to the City of Reno each benefit year. After proof of Medicare Part A and Part B and Part D are provided to the City by the retiree or the retiree's designee, the City shall, within ninety (90) days, fund the RHA. This funding shall be retroactive to the date the retiree has

the premiums taken out of their Social Security, savings or checking account or any other form of payment, pursuant to the Medicare documentation provided.

- (i) All retired members, at eligible Medicare age and older, will be provided with access to a Retiree Health Account (RHA) by the City of Reno. The RHA will be administered per the City of Reno's Retiree Health Account Plan Document through ICMA-RC's Vantage Care Program and the Federal regulations set forth by the IRS. The RHA shall be funded per the following:
 - (a) For retired members eligible for a one hundred percent (100%) retiree-only health insurance subsidy, the RHA will be funded at one hundred percent (100%) of the amount of the retiree's Medicare Part A, Part B, and Part D.
 - (b) For retired members eligible for a seventy-five percent (75%) retiree-only health insurance subsidy, the RHA will be funded at seventy-five percent (75%) of the amount of the retiree's Medicare Part A, Part B, and Part D.
 - (c) For retired members eligible for a fifty percent (50%) retiree-only health insurance subsidy, the RHA will be funded at fifty percent (50%) of the amount of the retiree's Medicare Part A, Part B, and Part D.
 - (d) The City shall fund the RHA on January 1st and June 1st, of each year. All reimbursements shall comply with the provisions of this Section. Retirees may use the Retiree Health Account (RHA) for Medicare premiums.

- (j) All retired members at eligible Medicare age and older must enroll in the negotiated City Medicare-coordinated group health insurance plan.
 - (a) The Medicare-coordinated group health insurance plan shall act as the retired member's Medicare Part D, or Prescription Drug coverage.
 - (b) The City will pay the premiums for the Medicare-coordinated group health insurance plan as follows:
 - i. For retired members eligible for a one hundred percent (100%) retiree-only health insurance subsidy, the City will pay one hundred percent (100%) of the premium for the retiree's Medicare-coordinated group health plan.
 - ii. For retired members eligible for a seventy-five percent (75%) retiree-only health insurance subsidy, the City will pay seventy-five percent (75%) of the premium for the retiree's Medicare-coordinated group health plan.
 - iii. For retired members eligible for a fifty percent (50%) retiree-only health insurance subsidy, the City will pay fifty percent (50%) of the premium for the retiree's Medicare-coordinated group health plan.
- (k) Should the City find it necessary to change carriers for the Medicare-coordinated group health insurance plan, it shall seek a replacement plan of equal or greater benefit.
 - (i) Effective January 2020 the City shall pay to each covered RPPA member who is participating in the Medicare coverages as described in subsection (r) of this article, the difference between the Medicare yearly

deductible and the current Hartford required deductible. The current 2019 required Medicare Part B deductible is \$185.00 per year. The current additional Hartford Part B deductible is \$315.00 per year in addition to the Medicare Part B deductible. This one time money \$315.00, shall be paid to each covered RPPA Medicare member each January, and shall continue to be paid thereafter each January as long as the City is not able to eliminate this additional Hartford deductible through their negotiations with Hartford. If the City does eliminate this additional deductible the one time yearly payment shall cease in the successor years of the CBA.

- (l) All retired members who wish to cover dependents who are at Medicare eligible age or older under the City's group health insurance plan may do so, pursuant to the following:
 - (a) All dependents to be covered under the City's group health insurance plan who are at Medicare-eligible age or older must enroll in Medicare Part A and Part B when they are eligible to do so, or in accordance with the provisions of Medicare.
 - (b) All dependents to be covered under the City's group health insurance plan, who are at Medicare-eligible age or older, must provide proof Medicare Part A and Part B coverage to the City of Reno.
 - (c) All dependents to be covered under the City's group health insurance plan, who are at Medicare-eligible age or older must enroll in the Medicare-coordinated group health insurance plan.
 - i. The Medicare-coordinated group health insurance plan shall act as the dependent's Medicare Part D, or Prescription Drug coverage.

- (m) All retired members who wish to cover dependents who are not yet at Medicare eligible age under the City's group health insurance plan may do so, pursuant to the following:
 - (a) All dependents to be covered under the City's group health insurance plan, who are at not yet Medicare-eligible age, shall continue to be covered by the City's group health insurance plan that the retired member was enrolled in prior to participating in the Medicare-coordinated group health insurance plan.
 - (b) The premiums for covered dependents not yet of Medicare-eligible age shall be the published group health insurance rate for the appropriate level of Retiree coverage.
- (n) Unless subsequently changed in Medicare, or by changes made by the State or Federal government, or by IRS regulation, it is understood that all RHA will revert to the City of Reno upon ineligibility of the retired member for this program, or upon the death of the retired member.
- (o) Group dental and vision insurance coverage shall remain in effect pursuant to Article 22, Section (a) (1) and (2).
- (p) Group basic life insurance coverage shall remain in effect pursuant to the following:
 - a) The life insurance benefit shall be provided to retirees regardless of the type of retirement subject to the reduction formula specified in the group term life insurance policy.
- (q) For the retired members listed in the October 19, 2017 MOU (See Appendix B), the City agrees to fund the RHA pursuant to 1)vi),(a), (b), and (c), including the possible penalties assessed by Medicare for non-

enrollment when first eligible.

- (r) For members who retired before July 1, 1999, the group health insurance benefits as outlined in this article exclusive of Sections (j) through (l) shall continue to apply.
- (s) A retired member who is eligible for lifetime coverage under this article that voluntarily terminates Medicare Part A and Part B coverage shall forfeit their lifetime medical benefits under this article. A member who has voluntarily terminated their lifetime coverage and who desires to re-enroll in the City's insurance shall be responsible for the entirety of the City insurance costs including any Medicare Part A and/or Part B penalties.

ARTICLE NO. 23. 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 continuing maintenance of said uniform during the time of employment with the City of Reno. Upon termination from City employment, the Police Chief 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) Effective July 1, 2016, the uniform allowance shall be at the rate of eighteen 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, 2022, the base wage shall increase by an additional one and one half (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 City shall provide required uniforms, replacements, all necessary police duty items and equipment, and continuing

maintenance services for new hires.

(d) In the event employees lose or damage equipment, watches, or eye glasses in performance of duties, the City will reimburse the 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 employees assigned to Investigator duties. 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. Reimbursement shall be limited to those items which would ordinarily and customarily be used in the course of employment.

(e) The City shall replace safety/ballistic vests for each employee at the end of the manufacturer's specified use life up to at least \$1,200 per officer. The old vest shall be returned to the City.

ARTICLE NO. 24. SPECIAL PAY PRACTICES

(a) Effective the first full pay period of July 2024, those employees, other than Second Watch (Day Shift), scheduled to work between the hours of 1800 (6:00 p.m.) and 0800 (8:00 a.m.) as one regular assignment shall be compensated an additional six and one half percent (6.5%) of the employee's base salary for all worked during that pay period.

(1) Any employee working a 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 1800 hours (6:00 p.m.) and 0800 hours (8:00 a.m.).

(2) Any employee who works any overtime between the hours of 1800 (6:00 p.m.) and 0800 (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 shift

differential for any extension of their regular shift.

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

(b) Special Assignment Pay: Members who are assigned to any of the following Special Assignments or Collateral Duties shall receive an additional two and one-half percent (2.5%) of the employee's base salary, for each assignment for the entire period assigned. This additional pay is to compensate members for the Specialist training, skills, and/or hazardous duties performed while assigned.

- SWAT
- Motorcycle Duty
- EOD
- CINT
- CLEAR

Members who are assigned to multiple Special Assignments shall be compensated for one Special Assignment or Collateral Duty listed above.

(c) Multilingual Pay: Any employee who passed a standardized test, administered by the Human Resources Department, for fluency in any other language other than English, including Sign Language, frequently used during the course and scope of their duty as designated by the Police Chief or their designee will receive two and one-half percent (2.5%) of the employee's base wage.

(1) This Multilingual Pay is independent of any other Special Pay and shall be paid in addition to any other pay an employee may receive.

(2) Employees who are receiving multilingual pay are expected to respond to requests, during their normally scheduled hours as determined by the Police Chief or their designee, as needs arise for them to perform bilingual duties.

(d) City Dog Care: Dog Care shall be paid in accordance with the negotiated FLSA settlement letter dated January 19, 1996.

(e) Acting Pay: From time-to-time, employees will be required to work in job classifications to which they are not permanently assigned. When this occurs, the employee shall receive salary compensation for that classification, provided that:

(1) The classification is higher than the employee's regular classification;

(2) The employee has worked five (5) consecutive work periods (shifts) in the higher classification. Administration of the above language 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 salary classification. Compensation for the higher classification shall not be less than five percent (5%) of the employee's regular salary classification.

(h) Police Training Officer/Investigator Pay

(1) TRAINING OFFICER: Any uniformed officer assigned, in writing, by the Chief of Police or their designee as a Police Training Officer (PTO) for the Police Training Evaluation Program (PTEP) shall receive premium pay at ten percent (10%) of their base salary rate (as listed in the salary appendix) for the entire period so assigned. Any other uniformed employee assigned by the Chief of Police or their designee to temporarily act as a field training officer and who works during part of a pay period as an PTO with the recruit and/or Department approved auxiliary or reserve programs or other programs, or who is assigned to train officers newly assigned to a unit, team, or Division, shall receive PTO pay for the entire pay period. When assigned as a PTO for citizen ride alongs, the PTO pay shall be prorated on a per shift basis. The Department will assign citizen and departmental ride alongs to designated PTO's when operationally reasonable. No employee shall receive Police Training Officer pay for taking a ride

along who is related or who is engaged in a social relationship. This would include, but is not limited to, wives, husbands, boyfriends, girlfriends, and children. Those officers receiving investigator assignment pay will not be eligible to receive PTO pay in addition to their investigator assignment pay. However, the one exception is those officers receiving investigator assignment pay and assigned to train an officer newly assigned to their unit, shall receive premium pay of an additional five percent (5%) of their base salary rate (increased by their investigator assignment pay) for the entire pay period so assigned. If the officer assigned to train the newly assigned officer takes sick leave, the replacement PTO officer assigned to train the newly assigned officer shall receive premium pay at five (5%) of their base salary rate pro-rated on a per shift basis.

Any officer assigned to instruct in-service training, who is not otherwise receiving PTO or investigator assignment pay, shall only receive PTO premium pay at ten percent (10%) of their base salary rate (as listed in the salary appendix) pro-rated on a per shift basis.

(2) INVESTIGATOR: Any officer assigned in writing, by the Chief of Police, or designee, as an investigator shall receive special assignment pay in the amount of ten percent (10%) of their base salary rate for the period so assigned.

(A) The RPPA and City agree that the following language will define "investigator" assignment:

<u>INVESTIGATOR ASSIGNMENT</u>	<u>NO.OF POSITIONS</u>
Non-Uniformed Assignments	30

(B) These investigator positions will be subject to review by the City on an annual basis in conjunction with the City's annual budget process and may be adjusted based on organizational needs, provided that during the term of this Agreement the number does not

fall below thirty (30) unless mutually agreed to.

(i) Field Force: Any officer assigned, in writing, by the Chief of Police or their designee, to work a Field Force position shall receive twenty five dollars (\$25.00) per biweekly pay period.

(j) Safety Equipment: The City will furnish one pair of motorcycle boots and one pair of motorcycle britches to all newly assigned motorcycle officers and will replace such boots and britches damaged or lost in the performance of duty.

(k) Court Appearances:

(1) From time-to-time, employees shall be required to appear in all courts and administrative agencies on City business. When so required during off shift hours, employees shall be compensated at overtime rate of pay, providing not less than two (2) hours compensation for any appearance. However, no employee shall be entitled to the above benefits as a result of a subpoena or invitation to testify at an EMRB hearing, Civil Service hearing or arbitration case when called by the Association.

(2) 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.

(l) Outside Jurisdiction - Court Appearance: When an employee receives a subpoena from an outside jurisdiction, they must contact their immediate supervisor. The supervisor shall be responsible for determining which mode of transportation the

employee uses to reach that outside jurisdiction to ensure a timely appearance.

ARTICLE NO. 25. TRAINING COURSES

Employees will be reimbursed for educational training courses taken subsequent to approval of the Police Chief pursuant to the following:

- (a) The training must be directly related to the required skill or education for the employee's current position. There will be no reimbursement merely for promotion preparation.
- (b) Only full-time regular employees who have been so employed for at least one (1) year will be eligible for reimbursement. Further, eligibility will be determined by the Police Chief in accordance with the departmental training program.
- (c) No employees will 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.
- (d) 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 Police Chief - in which case, hours away from work must be deducted from earned vacation, or be recorded as excused absence without pay.
- (e) To obtain reimbursement, a course must be taken from a recognized and accredited school. At the Police Chief's discretion, a course may be taken from a school that is not accredited.
- (f) Reimbursement will be effected upon presentation of evidence to substantiate the expense, evidence of a passing grade and the surrender of all textbooks for placement in the Police Department reference library.

ARTICLE NO. 26. VACANCIES AND PROMOTIONS

All vacancies and promotions shall be filled and made by the City consistent with the Reno City Charter and the Rules and Regulations of the Reno Civil Service Commission. Any appeal arising out of actions taken by the Civil Service Commission will be presented to said Commission and are not grievable under the terms of this Agreement.

ARTICLE NO. 27. 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, the Rules and Regulations of the Reno Civil Service Commission and this Agreement. The Police Chief shall have full authority in matters of training, safety, health and sanitation affecting employees on the job and they 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 NO. 28. GRIEVANCE ARBITRATION PROCEDURE

(a) The purpose of the following grievance-arbitration procedure shall be to settle, as quickly as possible, disputes concerning the interpretation, application, and enforcement of this Agreement raised by an employee or the Association. An attempt will be made to resolve such disputes through informal discussion by meeting with the appropriate supervisors and administrators, utilizing the Labor-Management Committee, or through other appropriate Departmental forum.

(b) LEVEL I: If a grievance is not settled during informal discussion, the aggrieved party may within ten (10) working days of the event giving rise to the grievance or the time the aggrieved party could reasonably have acquired knowledge of

the event, or the end of the informal discussions by the parties, present the grievance in writing to the grievant's immediate supervisor and to the Association President. If the grievance is a result of an order made or an action taken by a higher ranking supervisor, then the grievance will be filed at that level. The immediate supervisor or supervisor receiving the grievance shall respond to the employee in writing within five (5) working days thereafter.

(c) LEVEL II: Within five (5) working days after receipt of the written response from the immediate supervisor, or the supervisor with whom the grievance was filed, and if the matter is unresolved, the aggrieved party may present the grievance in writing on the City/Association approved grievance form to the Chief of Police and to the Association President, accompanied by all correspondence on the matter. Within five (5) working days, the Chief of Police shall examine the relevant evidence and shall meet in consultation with the aggrieved party and representative, if any, for the purpose of resolving the grievance. 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.

(d) LEVEL III:

(1) If the aggrieved party is not satisfied with the disposition of the grievance at Level II, the Association may, within five (5) working days of the Chief of Police's decision, or within thirty-five (35) days after the grievance was filed, if no decision is rendered by the Chief of Police, submit the grievance in writing on the City/Association approved form to the Reno City Manager and to the Association President.

(2) Within five (5) working days after written notice of submission to Level III, the Reno City Manager or their designee shall schedule a meeting with the

Association to discuss the merits of the grievance. After the meeting the City Manager will prepare a response to the Association within ten (10) working days relative to its position on this grievance.

(e) LEVEL IV. If the Association does not agree with the City Manager's response, or if no response is given, the Association shall, within ten (10) working days of the date the City Manager's response is due, notify the City Manager in writing if the Association wishes to take the grievance to arbitration. The Reno 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 to the Federal Mediation and Conciliation Service by either party. Costs and expenses for arbitration shall be borne equally by the parties.

(1) The arbitrator so selected shall confer promptly with representatives of the Reno City Manager and the Association, shall hold further hearing(s) with the aggrieved and such other parties in interest they shall deem requisite, and, unless extended by mutual agreement, shall issue their report not later than thirty (30) days from the date of conferences or hearings between the parties.

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

(3) The arbitrator's decision shall be submitted in writing to the aggrieved party, the Labor Relations Manager and the Association, and shall set forth their findings 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.

(4) The Reno City Council agrees to the final and binding arbitration for

resolution of grievance as specified in the preceding section. However, in the event that the arbitrator's award would cost the City of Reno an amount in excess of one quarter cent (1/4¢) on the tax rate for any one specific grievance, or one-half cent (1/2¢) on the tax rate in the aggregate (more than one grievance) during the term of this Agreement, the Reno City Council shall have final authority in the resolution of the grievance and the arbitrator's decision shall be advisory only. At the next meeting of the Reno City Council, the decision of the arbitrator and any other information shall be presented to the Reno City Council for consideration and both parties shall have the opportunity to present their positions before the Reno City Council takes final action on the grievance.

(5) A record of decisions shall be maintained by the City and Association, and each decision shall be precedent for future interpretation or application of this Agreement.

(f) The time limits specified in the preceding sections may be extended by mutual agreement of both parties.

(g) Any employee grievant or participant in the grievance procedure who is called upon to testify by subpoena during a regular working business day shall be paid by the City for time so spent, but only for straight time hours they would have otherwise worked. The City shall allow officers who are grievants to attend any hearing or appeal hearings in which they are named grievants. Those officers shall be excused from their normal work assignment to attend the hearings. In the case of a grievance with multiple grievants, no more than five (5) grievants may attend at any one time. In the event the hearings fall on an officer's days off, then an officer who is called to testify may flex their normal scheduled work days to allow for their attendance at the hearings.

(h) Subject only to the Association's exclusive right to initiate arbitration, the aggrieved party shall have the right to be represented by up to two (2) representatives

of their choice at each step of the grievance procedure, provided that one (1) representative shall be designated as the grievant's spokesperson. The City shall also designate a single spokesperson to present the City's side of the grievance at each step of the procedure.

ARTICLE NO. 29. DISCIPLINE/DISCHARGE

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

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

(c) (1) The term "discipline" as used herein shall include discharge, demotion, suspension and written reprimands; provided, however, that a formal written letter of reprimand shall only be subject to review by the Chief of Police and not subject to arbitration. The Chief, upon completion of their review may withdraw, modify or affirm the letter of reprimand. At any time, the affected officer 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 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).

(2) Letters of reprimand will be effective for a period of twelve (12) months following date of incident and, provided there are no intervening reprimands or more

severe disciplinary action having a same or similar relationship to the original incident, thereafter shall be of no further effect and shall be removed from files upon request of the affected employee.

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

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

(e) 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, they 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 their 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 their 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.

(3) 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 their finding of fact, reasoning, and decision on the issues submitted. The arbitrator's decision shall be final and binding except as herein otherwise provided and shall be consistent with the law and with the terms of this Agreement. The parties shall make reasonable efforts to schedule arbitration as quickly as possible.

(f) Discharge. Any regular employee of the bargaining unit being discharged shall remain in pay status pending the outcome of a pre-termination hearing before the Chief of Police. A pre-termination hearing is an informal hearing before the Chief of

Police, where the employee will be given the right of Association representation to give 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/she 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 their designee.

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

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

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

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

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

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

(5) The City Human Resources Department shall be notified in all cases

where sealing of disciplinary action is taken, and Human Resources Department file copies will be sealed accordingly.

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

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

(h) Subject only to the Association's exclusive right to initiate arbitration (except as provided in (d)(2)), an employee shall have the right to be represented by up to two (2) representatives of 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.

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

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

ARTICLE NO. 30. 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 NO. 31. SAVINGS CLAUSE

(a) This Agreement is the entire agreement of the parties, terminating all prior arrangements and practices and concluding all negotiation during the term of this Agreement, except as provided in this Agreement. The City or the Association may request meetings relative to the administration of this Agreement when questions arise necessitating such meetings.

(b) In the event the City intends to institute a change during the term of this Agreement of a subject which falls within the scope of mandatory bargaining as outlined

in Subsection 2 of NRS 288.150, the City recognizes its duty to bargain with the Association over said change. Disputes arising under this Article shall not be grievable under Article 28 of this Agreement, but shall be submitted to the Nevada Local Government Employee-Management Relations Board (EMRB) of resolution.

(c) Should any provisions of this Agreement be found to be in contravention of any Federal or State Law, the Reno City Charter, or Rules and Regulations of the Reno Civil Service Commission, 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. The parties agree to meet within a reasonable period of time after such a finding of contravention to renegotiate the invalidated provision(s).

ARTICLE NO. 32. DURATION OF AGREEMENT

(a) This Agreement shall become effective on July 1, 2024 and shall remain in effect through June 30, 2027.

(b) This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing of the Articles and/or sections of those Articles that it desires to negotiate in accordance with the provisions described in NRS 288.

(c) If either party desires to negotiate changes in any Article or section of this Agreement, it shall give written notice to the other party of the desired changes on or before February 1 of 2027.

(d) If the parties utilize the resolution procedures of NRS 288, the impartial, mediator, fact finder and the binding arbitrator shall be from the Federal Mediation and Conciliation Service or another mutually agreed upon source.

ARTICLE NO. 33. SENIORITY/LAYOFF

- (a) In the event of layoff or reduction in force due to lack of funds or lack of work, regular employees will be laid off according to seniority within the classifications being reduced starting with the least senior employee.
- (b) Subject to Civil Service regulations, employees shall be given opportunity to transfer in lieu of layoff, to any other positions for which they are or have qualified, and is more senior than the least senior employee in that class.

For purposes of this Article, seniority of regular employees shall commence on their date of hire, and include any break in employment with the City not exceeding twelve (12) months.

Employees who are temporary or probationary are not regular employees and shall not have seniority for purposes of bids or layoff, but shall be assigned as the Department sees fit, and shall be laid off before any regular employee.

ARTICLE NO. 34. COMPENSATORY TIME

(a) In lieu of overtime or premium pay for working a holiday, compensatory time-off may be allowed and scheduled subject to the convenience of the employee and Department. Court appearance overtime shall be eligible for compensatory time-off. Compensatory time may be accrued up to a maximum of one hundred twenty (120) hours. Any change in this Article shall be by mutual agreement between the Chief of Police and Association representatives.

(b) Effective July 1, 2016, upon request, bargaining unit employees may cash out accumulated but unused compensatory time in increments of at least twenty (20) hours.

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

(2) Calculation of payment due shall be based on the employee's base hourly rate at the time their request is made. Base hourly rate shall be increased by Investigator assignment pay, PTO assignment pay, or Senior Officer premium pay for any employee so assigned by payroll action form.

ARTICLE NO. 35. 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. The City shall contribute release time at the rate of four hundred fifty (450) hours per contract year. In addition, any unused time may be carried over to the next contract year.

(b) The City shall provide a release time bank at the rate of one thousand forty (1,040) hours per fiscal year for the exclusive use of the RPPA President for Association related matters. This shall be the sole release time that may be used by the President. There shall be no additional release time provided for the President for disciplinary, grievance or collective bargaining or any other Association related issues. The release time used by the President shall be paid at the same level of pay and benefits otherwise afforded them. In the event the President's release time bank is exhausted prior to the end of the fiscal year additional hours for disciplinary, grievance or collective bargaining related issues may be granted at the discretion of the Chief of Police and the Human Resources Director. The RPPA President may transfer unused release time from the President's bank to the pool specified in (a) above, if needed; however, those transferred hours shall not be available to carry over to the next contract year.

(c) The City shall provide a release time bank at the rate of four hundred (400) hours per fiscal year for use by Association board members for board meetings.

(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. Each individual shall record all release time taken on their time card.

(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 the purpose of determining eligibility for overtime compensation.

(f) The Association shall provide the City with a list of Association officers authorized to use these release time banks. Updates to the list shall be provided when there is a change in Association officers.

(g) 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.

ARTICLE NO. 36. LABOR-MANAGEMENT COMMITTEE

The parties agree to the establishment of a permanent Labor-Management Committee. The Committee shall include three (3) sworn employees designated by and representing the Police Department Administration and three (3) current sworn employees designated by and representing the Association. The parties agree that one member designated by and representing the Police Department shall be the Chief of Police of the Reno Police Department or their designee who must at least be a Reno Police Deputy Chief of Police. One member designated by and representing the Association shall be the Association President or their designee and shall be a current sworn non-supervisory police officer. All officers shall serve without loss of

compensation. Representatives of both Police Administration and the Association may, from time to time, bring an expert(s) who may assist the committee in clarifying concerns and issues. The experts may or may not be employees of the City or the Association. Committee meetings shall ordinarily be held at least monthly. Association members of the Committee shall be allowed department time on those mornings preceding Committee meetings to study agenda items and issues.

Changes in Department work rules will also be discussed in this forum and recommendations by the Committee shall be considered by the Chief.

ARTICLE NO. 37. EDUCATIONAL INCENTIVE

For eligible employees, an educational incentive shall be paid in accordance with the following:

- (a) Any full-time employee who has obtained an Associate's Degree from an accredited college or university shall receive five percent (5.0%) of their biweekly base hourly rate per pay period.
- (b) Any full-time employee who has obtained a Bachelor's Degree from an accredited college or university shall receive eight percent (8.0%) of their biweekly base hourly rate per pay period.
- (c) Any full-time employee who has obtained a Nevada Intermediate POST certificate shall receive three percent (3.0%) of their biweekly base hourly rate per pay period.
- (d) Any full-time employee who has obtained a Nevada Advanced POST certificate shall receive four percent (4.0%) of their biweekly base hourly rate per pay period.
- (e) No individual shall receive compensation under more than one of the above subsections during any fiscal year.

(f) An employee requesting educational incentive pay shall be required to provide proof of the required degree. An employee who becomes eligible according to the sections above, but after January 1, 1998, shall receive incentive pay beginning the first full pay period following the date the certification or degree is awarded.

(g) For calculation of payment due under this Article, base hourly rate shall be increased by Investigator assignment and FTO pay for any employee so assigned by payroll action form.

ARTICLE NO. 38. FLIGHT PROGRAM

The City shall meet and confer over any future expansion of the flight program or addition of a helicopter program.

ARTICLE NO. 39. 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/Events, 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) Officers desiring time off during the Pre-Designated Crawl/Events will normally be granted leave by seniority on a first come, first served basis. When two (2) officers put in for any leave request, the officer with the most departmental seniority will be granted the leave. When five percent (5%) of the officers have been granted leave, additional leave may be granted, subject to supervisor approval.

(c) When staffing requirements for any special event require the involuntary

scheduling or forced hiring of more than forty percent (40%) of officers in a particular day of the event, who are regularly assigned to patrol teams and detectives, on their regularly scheduled days off, the Association and the City shall immediately open negotiations for the limited purpose of negotiating overtime pay and benefits for that specific day of the special event.

(d) Officers scheduled to work special events shall receive shift differential pay in the amount identified in Article 24(a) for the hours identified in Article 24 and worked.

PRE-DESIGNATED CRAWL/EVENTS:

(e) Effective July 1, 2016, employees scheduled to work a Pre-Designated Crawl/Events (i.e., Zombie Crawl or Santa Crawl) shall be paid two (2) times their base hourly rate of pay for their overtime rate. The Pre-Designated Crawl/Events will consist of four (4) Crawl/Events per fiscal year, as identified by the Association in writing to the Chief of Police, prior to July 1st of each fiscal year for which this overtime rate will apply. In the event the Association fails to notify the Chief of Police which four (4) Crawl/Events have been chosen for the two (2) times base hourly pay, the four (4) Crawl/Events designated in the previous year will be considered to be the Pre-Designated Crawl/Events for the current year. In order to qualify for Pre-Designated Crawl/Events overtime pay, any extension of shift must be related to the Pre-Designated Crawl/Events.

(f) All officers required to work the Pre-Designated Crawl/Events, and qualifying for the two (2) 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 the shift differential pay in the amount identified in Article 24, section (a), of the collective bargaining agreement, for the hours identified in Article 24 and worked during that period of time.

(g) The Chief of Police, or their designee, shall make every effort to not work any officer more than a sixteen (16) hour shift. They shall also make every effort to allow officers to have at least eight (8) hours off between shifts.

(h) For calculation of payment due under this Article, base hourly rate shall be increased by Investigator assignment pay, or PTO assignment, or Senior Officer premium pay, for any employee so assigned by payroll action form.

(i) The designated Crawl/Special Events as described herein, may require the Chief of Police or their designee to schedule officers to work on their days off. The Chief of Police or their designee shall advise the Association President, or their designee, of the staffing requirements for these designated Crawl/Special Events at minimum thirty (30) days prior to the designated Crawl/Special Event. Those officers with equal qualification in excess of the staffing requirements will be granted consecutive days off by seniority. Officers desiring time off during designated Crawl/Special Events will normally be granted leave by seniority on a first come, first served basis. When two (2) officers put in for any leave request, the officer with the most departmental seniority will be granted the leave. When five percent (5%) of the officers have been granted leave, additional leave may be granted subject to supervisor approval.

ARTICLE NO. 40. SHIFT BID

(1) Patrol shift bidding shall be the procedure used for allowing rotation of employees assigned to patrol shifts. The Chief of Police or their designee shall have the right to administratively assign probationary personnel in accordance with the needs of the department. He/she shall also have the right to administratively assign patrol personnel for performance related issues and for personal hardship reasons.

(2) Patrol shift bidding shall be conducted on a semi-annual basis.

Bidding and shift preference shall be based on seniority (time in grade). Procedures for the shift bid shall be established and handled by the Patrol Division Deputy Chief or their designee after meeting and conferring with the RPPA designated representatives.

(3) Notice governing the shift bidding process shall be distributed to the patrol officers 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.

(4) Employees shall be assigned to the same area for the bid period with the exception that the Chief of Police or their designee shall have the right to administratively assign to other areas for performance related issues and for personal hardship reasons. This shall enable the officer(s) to become better acquainted with the persons, businesses, organizations and hazards of the specific beat area.

(5) Patrol shift bid teams shall consist of not fewer than five (5), nor more than twelve (12), police officers.

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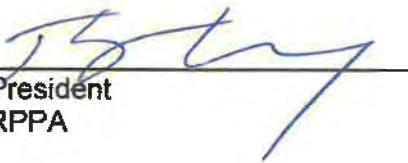
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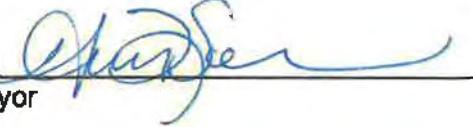
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IN WITNESS WHEREOF, the City and the Association have caused these
presents to be duly executed by their authorized representatives this 29th day
of August, 2024.

RENO POLICE PROTECTIVE ASSOCIATION CITY OF RENO, NEVADA

By: 

President
RPPA

By: 

Mayor



City Clerk

WITNESSETH:

APPROVED AS TO LEGAL FORM:

City Attorney

By: Chandoni K. Sandall

APPENDIX A-1. SALARY PLAN

CITY OF RENO
RPPA
Salary Schedule for July 12, 2024 - APPENDIX A-1
WAGE INCREASE OF 5%

Classification	Grade	*****STEP*****						Hourly 3,795.63	Bi-Weekly 98,686.33	Annual
		1	2	3	4	5	6			
Police Officer	P14	34.64 2,771.15 72,049.84	36.31 2,904.66 75,521.11	39.04 3,123.40 81,208.48	41.74 3,339.06 86,815.60	44.47 3,557.32 92,490.43	47.45			

CITY OF RENO
RPPA
Salary Schedule for Jan 10, 2025 - APPENDIX A-1

Classification	Grade	*****STEP*****							
		1	2	3	4	5	6	7	
Police Officer	P14	34.64 2,771.15 72,049.84	36.31 2,904.66 75,521.11	39.04 3,123.40 81,208.48	41.74 3,339.06 86,815.60	44.47 3,557.32 92,490.43	47.45 3,795.63 98,686.33	49.82 3,985.41 103,620.65	Hourly Bi-Weekly Annual

CITY OF RENO
RPPA
Salary Schedule for July 11, 2025 - APPENDIX A-1
WAGE INCREASE OF 5%

Classification	Grade	*****STEP*****							Hourly Bi-Weekly Annual
		1	2	3	4	5	6	7	
Police Officer	P14	36.37 2,909.71 75,652.33	38.12 3,049.89 79,297.17	40.99 3,279.57 85,268.91	43.83 3,506.01 91,156.38	46.69 3,735.19 97,114.95	49.52 3,985.41 103,620.65	52.31 4,184.68 108,801.68	

CITY OF RENO
RPPA

Salary Schedule for July 10, 2026 - APPENDIX A-1
WAGE INCREASE OF 5%

Classification	Grade	*****STEP*****								
		1	2	3	4	5	6	7	8	
Police Officer	P14	38.19 3,055.19 79,434.95	40.03 3,202.39 83,262.03	43.04 3,443.55 89,532.35	46.02 3,681.32 95,714.20	49.02 3,921.06 101,970.70	52.31 4,184.68 108,801.68	54.92 4,393.91 114,241.78	57.67 4,613.61 119,953.85	Hourly Bi-Weekly Annual

APPENDIX B-DEFINITIONS

APPENDIX

DEFINITIONS:

Retiree Health Account (RHA) – A Retiree Health Account, or RHA, is an IRS approved, employer-funded health benefits plan that reimburses participants for qualified medical expenses and allowable health insurance premiums. The Administrator for the RHA under the City of Reno is ICMA-RC. The RHA will allow reimbursement of Medicare Part A, Part B, Part C, and Part D premiums. RHA funding, including any increased Medicare amounts, shall be pre-funded twice each year by the City on January 1 and July 1 of each Calendar Year. Eligible retirees shall be notified of the appropriate and inappropriate uses of the RHA funds.

Qualified Medical Expenses – Under IRS §213(d) qualified medical expenses are defined as amounts paid for the diagnosis, cure, mitigation, or treatment of a disease.

Creditable Coverage - Health insurance coverage under any of the following: a group health plan; individual health insurance; student health insurance; Medicare; Medicaid; CHAMPUS and TRICARE; the Federal Employees Health Benefits Program; Indian Health Service; the Peace Corps; Public Health Plan (any plan established or maintained by a State, the U.S. government, a foreign country); Children's Health Insurance Program (CHIP); or, a state health insurance high risk pool. (www.healthcare.gov, Glossary)

Eligible - For the purposes of this Article, an eligible member is one who is retired under PERS, pursuant to Article 22, Sections (j), (k), and (l). *Effective (TO BE DECIDED) 1, 2017, pursuant to the City of Reno's Summary Plan Documents (SPD's),* retired members at Medicare eligible age and older are required to enroll in Medicare Part A, Part B and Part D to participate in the City of Reno's group health insurance plans.

Continuation of Care - The uninterrupted period that the covered employee was continuously covered by the City's policy immediately before the transfer to the City's Medicare health plan. Any expenses incurred which are payable under the provision will not be payable under the new policy.

Ineligible – For the purposes of this Article, an ineligible member is one who is not retired under PERS, pursuant to Article 22, Sections (j), (k), and (l). Deceased members are ineligible for benefits. While surviving spouses are eligible to remain covered under the City's group health insurance plans, members do not have the ability to proscribe retirement health insurance subsidy benefits to surviving spouses.

Medicare – A federal health insurance program for people 65 and older and certain younger people with disabilities. All individuals that are at Medicare qualifying age are eligible for coverage under the program. Some individuals are eligible for part of their Medicare

coverage at no monthly premium cost. Some individuals are eligible for their Medicare coverage at a monthly premium cost. (www.healthcare.gov)

Original Medicare – Original Medicare is a fee-for-service health plan that has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance). After you pay a deductible, Medicare pays its share of the Medicare-approved amount, and you pay your share (co-insurance and deductibles). (www.medicare.gov)

Medicare-Approved Amount – In Original Medicare, this is the amount a doctor or supplier that accepts assignment can be paid. It may be less than the actual amount a doctor or supplier charges. Medicare pays part of this amount and you are responsible for the difference. (www.medicare.gov, Glossary)

Medicare Part A – Medicare Part A generally covers hospital care, skilled nursing facility care, nursing home care, home health services, and hospice services. If you have paid in to Medicare through an employer, you will likely get Part A free (no monthly premium). If not, you are still eligible to enroll in Part A, however, it can cost up to \$411.00 for the monthly premium. If you do not enroll in Medicare Part A when you are eligible to do so, you may be assessed a penalty of up to ten percent (10%) for each twelve (12) month period you delayed enrolling. This penalty will continue for twice as many months as you were not enrolled in Part A. City of Reno RPPA PPA retirees will not be penalized as long as they remain in the city plans as outlined in this document. (www.medicare.gov)

Medicare Part B – Medicare Part B covers services (like lab tests, surgeries, and doctor visits) and supplies (like wheelchairs and walkers) considered medically necessary to treat a disease or condition. Medicare Part B covers medically necessary services (services or supplies that are needed to diagnose or treat your medical condition and that meet accepted standards of medical practice). Part B also covers preventive services that are designed to prevent illness or to detect it at an early stage, when treatment is most likely to work best. Medicare Part B generally covers clinical research, ambulance services, durable medical equipment (DME), and mental health. Medicare Part B has a monthly premium associated with the coverage. If you enroll in Part B when you are initially eligible to do so, you will be charged a premium of \$104.90 to \$389.80 per month, depending upon your annual income filed with the IRS. If you do not enroll in Medicare Part B when you are eligible to do so, you may be assessed a penalty of up to ten percent (10%) for each full twelve (12) month period that you could have been enrolled in Part B. This penalty is assessed for the life of your Medicare part B coverage. City of Reno RPPA retirees will not be penalized as long as they remain in the city plans as outlined in this document. (www.medicare.gov)

Medicare Advantage Plan (Medicare Part C) – A type of Medicare health plan offered by a private company that contracts with Medicare to provide you with all your Part A and Part B benefits. Medicare Advantage Plans include Health Maintenance Organizations, Preferred Provider Organizations, Private Fee-for-Service Plans, Special Needs Plans, and Medicare

Medical Savings Account Plans. If you are enrolled in a Medicare Advantage Plan, most Medicare services are covered through the plan and are not paid for under Original Medicare. Most Medicare Advantage Plans offer prescription drug coverage. (www.healthcare.gov, Glossary)

Medicare Part D – A program that helps pay for prescription drugs for people with Medicare who join a plan that includes Medicare prescription drug coverage. There are two ways to get Medicare prescription drug coverage: through a Medicare Prescription Drug Plan or a Medicare Advantage Plan that includes drug coverage. These plans are offered by insurance companies and other private companies approved by Medicare. (www.healthcare.gov, Glossary)

Medicare Supplement Insurance (Medigap) – A Medicare Supplement Insurance (Medigap) policy, sold by private companies, can help pay some of the health care costs that Original Medicare does not cover, like co-payments, co-insurance, and deductibles. Some Medigap policies also offer coverage for services that Original Medicare does not cover, like medical care when you travel outside of the United States. If you have Original Medicare and you buy a Medigap policy, Medicare will pay its share of the Medicare-approved amount for covered health care costs. Then, your Medigap policy pays its share. To enroll in a Medigap policy, you must have Medicare Part A and Part B. (www.medicare.gov)

Minimum Essential Coverage (MEC) – Any insurance plan that meets the Affordable Care Act requirement for having health coverage. To avoid the penalty for not having insurance you must be enrolled in a plan that qualifies as minimum essential coverage (sometimes called “qualifying health coverage”). (www.healthcare.gov, Glossary)

Qualified Medical Expenses – Under IRS §213(d) qualified medical expenses are defined as amounts paid for the diagnosis, cure, mitigation, or treatment of a disease.

City of Reno (Respondent)

Response to Petition for Declaratory Order

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

FILED
December 31, 2025
State of Nevada
E.M.R.B.
3:59 p.m.

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

16 RENO POLICE PROTECTIVE Case No.: 2025-022
17 ASSOCIATION

18 Petitioner,

19 vs.

20 CITY OF RENO,

21 Respondent,

22 /

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

24 Respondent CITY OF RENO (the "City"), by and through its undersigned counsel, hereby
25 responds to the Petition for Declaratory Order filed by the Reno Police Protective Association on
26 October 18, 2025 (the "Petition") as follows.

27 **I. PARTIES**

28 Petitioner: Reno Police Protective Association, 3100 Mill St. #204, Reno NV 89502

Respondent: City of Reno, 1 E. First St., Reno NV, 89501;

911 Kuenzli St., Reno NV 89502

1 **II. FACTS**

2 On October 10, 2025, the Reno Police Department removed Officer Anthony Sotelo from
3 Patrol duty. This decision followed an incident in which he Tasered a fleeing e-bicyclist he was
4 pursuing from the window of his moving police vehicle, while the e-bicyclist was riding in an
5 oncoming traffic lane at a high rate of speed. The underlying criminal violation observed by police,
6 leading to the pursuit, was the suspect illegally riding the e-bike on the sidewalk.

7 At the time of this incident, Ofc. Sotelo had recently been through another administrative
8 investigation arising from an escalated encounter with a self-proclaimed “First Amendment
9 Auditor” that led to a complaint to RPD Internal Affairs which was investigated and resulted in a
10 sustained policy violation. Additionally, supervisors and coworkers of Ofc. Sotelo had made
11 comments up the chain of command regarding his volatility, and expressed concern that his levels
12 of frustration on duty could be escalating. It is known that Ofc. Sotelo takes pride in his police
13 work and that he does not typically take time off because he likes to be on duty. In one recent
14 meeting with Police Chief Kathryn Nance, Ofc. Sotelo told her that he prefers policing to being
15 off-duty.

16 This was the context in which the incident with the e-bicyclist occurred. Chief Nance was
17 concerned that Officer Sotelo may be experiencing a shortening of his temper that could be leading
18 to heightened encounters with civilians. However, she had no intention of disciplining him for the
19 Taser incident without the completion of a proper administrative investigation (and moreover
20 would have been barred from taking premature punitive action under the collective bargaining
21 agreement even if she had wanted to). However, Chief Nance had concerns about Ofc. Sotelo’s
22 state of mind, potentially affecting the performance of his duties, which she felt she could not
23 ignore. Because the Chief has discretion to determine the content of the workday under NRS
24 288.150(c)(3), she opted to temporarily reassign Ofc. Sotelo to the Detectives Division, where he
25 would be less likely to engage in heated encounters with criminal suspects on the street that could
26 potentially escalate, leading to unnecessary use-of-force situations or worse. The right to assign or
27 transfer an employee (excluding for disciplinary purposes) is also recognized as a management
28

1 right in Article 4 of the RPPA CBA. (See Petition at Ex. 1, p. 2.)¹

2 Prior to the intended administrative reassignment of Ofc. Sotelo to Detectives, Chief
3 Nance, through Captain Jerel Hallert, delivered the news to Ofc. Sotelo that he would be placed
4 on paid leave until the reassignment could take effect in the middle of the following week. In this
5 meeting, Captain Hallert referred to the paid leave as either wellness leave or mental health leave,
6 which are not terms defined contractually or by Department policy, but had been coined in
7 connection with the taking of paid leave by an officer following a potentially stressful or traumatic
8 duty-related incident, i.e., when the Department wishes to grant paid time off to an employee but
9 does not believe it is fair to charge the employee's accrued leave banks. In these instances, the
10 time code applied to the off-duty member in paid status is "Regular Other," as opposed to "Paid
11 Administrative Leave," which is the leave used when disciplinary investigations are pending.

12 It was these few days of leave preceding the intended administrative reassignment that
13 precipitated the Petition in this case. In connection with the matter of the intended reassignment,
14 RPPA filed a contractual grievance challenging the Chief's authority to do so under the
15 circumstances.

16 In the course of the grievance proceeding, the parties convened pursuant to the CBA and
17 discussed their respective positions on whether and why the Department could reassign Ofc.
18 Sotelo, who preferred to remain assigned to Patrol. Chief Nance (1) expressed concern for Ofc.
19 Sotelo's well-being, (2) explained that she did not desire to punish him, (3) noted that she viewed
20 "Regular Other" as a more favorable category of leave because there can be a stigma associated
21 with being placed on Paid Administrative Leave, due to its typical connection with administrative,
22 (i.e., disciplinary) investigations² and (4) noted Ofc. Sotelo's well-known desire to be on duty as
23 opposed to off duty. She believed the Department's actions were more favorable to him than
24 simply putting him on leave pending a disciplinary investigation.

25

26

27 ¹ Moreover, Article 40 of the CBA expressly recognizes the Chief's right to "administratively assign patrol
personnel for performance related issues and for personal hardship reasons."

28 ² Any employee in the Department can see the status of any other employee in the Department's payroll system, so
when a member is on paid administrative leave, there is a common inference that the employee is implicated in a
disciplinary proceeding.

1 The parties also discussed the usage of “wellness” leave (at issue in this case), which RPPA
2 maintained was not allowed because it had not been collectively bargained.

3 At the meeting, while the parties differed on whether Ofc. Sotelo could be reassigned, they
4 agreed that Officer Sotelo could be placed on paid administrative leave under the contract, given
5 the pendency of an administrative investigation into the e-bike/Taser incident. In the interests of
6 resolving the grievance at an early stage, as well as the potential for obviating this Petition before
7 the Board, the Chief decided as a result of the meeting to grant the relief requested by the RPPA.
8 Specifically, the Chief agreed that Ofc. Sotelo would be placed on paid administrative leave rather
9 than be temporarily reassigned to Detectives, and that the use of wellness leave would be
10 rescinded, and re-coded as paid administrative leave. (See Ex. 1, Nance Letter dated Nov. 29,
11 2025.³) The outcome letter also noted that in at least one other recent instance, wellness leave had
12 been implemented by the Department and received favorably by the affected association.⁴

13 RPD anticipated that the Petition would be withdrawn with the wellness leave having been
14 rescinded and re-coded as paid administrative leave. The parties, however, differed on the
15 specifics. The RPPA did not look favorably on language in the outcome letter that indicated that
16 the Department reserved its right to implement new and different pay codes at its discretion.

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

18 **A. ISSUE.**

19 The Petition seeks a declaratory order related to the City’s “unilateral implementation of
20 wellness leave as a manner to force a member to take time off from their assigned shift”—leave
21 which is paid and not charged against their accrued leave banks. The Petition frames this leave as
22 a subject of mandatory bargaining.

23 **B. ARGUMENT.**

24 **1. The Petition Should Be Denied Because There is No Live Case or Controversy.**

25 The doctrine of mootness in Nevada is a justiciability principle that prevents tribunals from

27 ³ The letter is misdated, and was transmitted via email on October 30, 2025. (See Ex. 2.)

28 ⁴ In that instance, the affected employee was a member of the Reno Police Supervisory and Administrative
Employees Association, the supervisory counterpart to the RPPA.

1 deciding cases that no longer present actual controversies requiring resolution. *Washoe Cnty. Hum.*
2 *Servs. Agency v. Second Jud. Dist. Ct. in & for Cnty. of Washoe*, 138 Nev. 874, 877 (2022). The
3 Nevada Supreme Court has explained that “the duty of every judicial tribunal is to decide actual
4 controversies by a judgment which can be carried into effect, and not to give opinions upon moot
5 questions or abstract propositions, or to declare principles of law which cannot affect the matter in
6 issue before it.” *Nat'l Collegiate Athletic Ass'n v. Univ. of Nevada, Reno.*, 97 Nev. 56, 57, 624
7 P.2d 10, 10 (1981). A case is moot if it “seeks to determine an abstract question which does not
8 rest upon existing facts or rights.” *Newman v. State*, 132 Nev. 340, 344, 373 P.3d 855, 857 (2016),
9 *as modified* (May 19, 2016).

10 A case involving a moot controversy may still be considered if it concerns “a matter of
11 widespread importance capable of repetition, yet evading review. *Washoe Cnty. Hum. Servs.*
12 *Agency*, 138 Nev. at 877, 521 P.3d at 1204. The capable-of-repetition-yet-evading-review
13 exception to the mootness doctrine applies when the duration of the challenged action is “relatively
14 short” and there is a “likelihood that a similar issue will arise in the future.” *Personhood Nevada*
15 *v. Bristol*, 126 Nev. 599, 602, 245 P.3d 572, 574 (2010). Facts unique to a particular party,
16 however, “will not give rise to the mootness exception.” *Id.* (citing *Langston v. State, Dep't of Mtr.*
17 *Vehicles*, 110 Nev. 342, 344, 871 P.2d 362, 364 (1994).) The applicability of the exception is
18 recognized “only in exceptional situations.” *In re Guardianship of L.S. & H.S.*, 120 Nev. 157, 87
19 P.3d 521 (2004).

20 The justiciability of a controversy—and therefore its mootness—is an inherent concern in
21 actions for declaratory relief. In Nevada, declaratory relief is available only if: (1) a justiciable
22 controversy exists between persons with adverse interests, (2) the party seeking declaratory relief
23 has a legally protectable interest in the controversy, and (3) the issue is ripe for judicial
24 determination. *Cnty. of Clark, ex rel. Univ. Med. Ctr. v. Upchurch*, 114 Nev. 749, 752, 961 P.2d
25 754, 756 (1998).

26 The Board has consistently observed the doctrine of mootness in declining to adjudicate
27
28

1 cases or reach specific issues mooted by events transpiring after the filing of a case.⁵

2 In this case, the outcome of the grievance rendered by Chief Nance as a result of the
3 October 24, 2025 grievance meeting not only resolved the contractual grievance filed by the
4 RPPA, but also rendered this case moot because it extinguished any live controversy between the
5 parties regarding “paid or nonpaid leaves of absence” under NRS 288.150(2)(e). (See Ex. 1.)
6 Pursuant to the relief requested in the grievance meeting, Chief Nance rescinded the wellness leave
7 that Ofc. Sotelo was placed on (originally designated “Regular Other” for pay code purposes) and
8 retroactively coded that leave as administrative leave with pay. From and after that point, there
9 was no justiciable controversy between the parties to this case for the Board to pass upon.

10 Moreover, the capable-of-repetition-yet-evading-review exception to the mootness
11 doctrine does not apply in this case. For one, the situation is not “exceptional.” It concerns a
12 disagreement between an employer and an association over how five days of paid leave were
13 designated—a distinction with no practical effect on the employee. Second, the issue is not one of
14 “widespread importance” because it specifically concerns a dispute between one local government
15 employer and one—*only* one—of its police associations. To be clear, the other Reno Police
16 Association has welcomed the implementation of wellness leave when it has been offered, and has
17 indicated a continued amenability to it. Thus, the dispute is not even widespread within the City
18 of Reno, let alone statewide. Facts unique to a particular party do not give rise to the mootness
19 exception.

20 Regardless of the City’s position on its leave codes as outlined in its letter,⁶ Petitioner
21 cannot demonstrate a “likelihood that a similar issue will arise in the future,” which is also required
22 for the exception to mootness to apply. The facts show that Chief Nance believed that the
23 Department’s actions toward Ofc. Sotelo would be received favorably. When they were not, and

24
25 _____
26 ⁵ See, e.g., Case No. A1-045492, *Clark County Public Employees Association, SEIU Local 1107 vs. University Medical*
27 *Center* (1/19/93) (Item #300); Case No. A1-045582, *Cone, Mallory and Schlepp vs. Nevada Service Employees*
28 *Union/SEIU Local 1107 and University Medical Center* (1/10/96) (Item #361A); Case No. A1-045631, *International*
Brotherhood of Teamsters, Local 533 vs. City of Fallon (3/18/98) (Item #424); Case No. A1-045768, *Harrison vs.*
City of North Las Vegas (11/14/03) (Item #558); Case No. 2019-023/024, *Petition for Designation as the Exclusive*
Representative/The Assignment of Executive Department Job Classifications (UNIT G) (Item #856).

29 ⁶ The City routinely disclaims any intended precedential effect of its grievance resolution to reserve its rights, and is
careful not to waive anything.

1 the RPPA grieved them, they were rescinded. Any assertion that this dispute is likely to arise again
2 is sheer speculation.

3 **2. The Petition Overstates the Simplicity of the Leave Issue.**

4 Even if the case was not moot, the Petition oversimplifies the matter in seeking declaratory
5 relief, which should not be granted on the facts presented in the Petition.

6 NRS 288.150(2) does include leaves of absence with topics of mandatory bargaining, but
7 the Petition belies the history of leave usage for the RPPA and the common practices of the parties.

8 The CBA addresses sick time, holiday time, vacation time, and compensatory time,
9 including how those time banks are accrued. See, e.g., Petition Ex. 1 at Article 10, p. 10. “Sick
10 Leave.” Article 10 also governs the conditions under which sick time may be granted. See *id.* at p.
11 11. Article 9 does the same for vacation time. *Id.* at pp. 8-10. Articles 8 and 34 do the same for
12 holidays and comp time, respectively. *Id.* at pp. 6-8; 57-58.

13 The CBA also contemplates paid administrative leave (see references on pages 5 and 6),
14 but, tellingly, does not purport to establish how and when paid administrative leave may be
15 implemented. In reality, as referenced in this response, it is typically implemented in connection
16 with an officer who has a pending administrative investigation into potential policy violations.
17 However, no one would know that from looking at the CBA, because the parties have not
18 collectively bargained over the implementation of paid administrative leave. Article 29 (Petition
19 Ex. 1 at p. 49) governs Discipline/Discharge, and does not reference members being placed on
20 paid administrative leave. Nonetheless, it is a common—even constant—practice between the
21 parties, which has not heretofore precipitated an action for declaratory relief before the Board. This
22 fact alone undermines the viability of the Petition.

23 Similarly, RPPA members have many other types of leave available to them that are not
24 governed by the CBA, and have never been collectively bargained over. Officers in a leave status
25 may be on regular other, unpaid administrative leave, business leave, flex time, or multiple
26 different types of FMLA leave, among others. During the COVID 19 pandemic, the City provided
27 a special bank of COVID sick time to all its employees, without bargaining over its
28 implementation, to mitigate the strain on employees’ primary sick leave banks.

1 The implementation of wellness leave in this case (initially coded “Regular Other”),
2 particularly when provided with no fiscal or benefit-related impact to the employee, is consistent
3 with the Management Right to determine the content of the workday. Much like paid
4 administrative leave, i.e., when management determines that the employee’s workday shall consist
5 of a shift being spent at home and being paid for it, it was intended to be implemented with regard
6 to Ofc. Sotelo with no punitive effect. Given that Chief Nance had an interest in Ofc. Sotelo being
7 removed from Patrol duty and administratively reassigned to Detectives—an interest recognized
8 in Article 4 and Article 40—wellness leave was also consistent with that interest, in order to
9 remove Ofc. Sotelo from Patrol and keep him in paid status until an administrative reassignment
10 could be effected the following workweek.

11 | IV. CONCLUSION.

12 For the foregoing reasons, Respondent City of Reno respectfully requests that the Board
13 deny the Petition for Declaratory Relief as moot. In the event that the Board finds that there is
14 somehow a live justiciable controversy, the City respectfully requests the opportunity to present
15 evidence demonstrating that no declaratory relief is warranted in this case. The parties commonly
16 implement other types of leave among themselves without collective bargaining, and should
17 continue to do so, provided that none of the rights set forth in the CBA are threatened by such
18 leave usage.

DATED this 31st day of December, 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
Attorney for Respondent

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.

Email

Facsimile (FAX).

Federal Express or other overnight delivery.

Reno/Carson Messenger Service.

addressed as follows:

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

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

DATED this 31st day of December, 2025.

/s/ *Terri Strickland*

Terri Strickland

Legal Assistant

EXHIBIT LIST

Exh. No.	Description	Pages
1	KN .sotelo.response.10.29.25	4
2	Re_RPPA Grievance	3

EXHIBIT 1

KN.sotelo.response.10.29.25

EXHIBIT 1

KN.sotelo.response.10.29.25



November 29, 2025

Delivered Via Email

Ronald Dreher, Atty.
ron@dreherlaw.net

Re: Reno Police Protective Association (RPPA), on behalf of member Anthony Sotelo (AMENDED)

Dear Ron,

This letter is provided pursuant to Article 28(c) of the RPPA Collective Bargaining Agreement, as a follow-up to our Level II Grievance meeting last Friday, October 24, 2025. My decision under Article 28(c) is as follows:

Wellness Leave (Coded “Regular Other”)

As I hope I made clear in our meeting, the intent of providing Ofc. Sotelo with paid days off from October 10th to October 15th was (1) not intended as punishment, (2) the result of a number of aggregated factors that have come to my attention recently regarding Ofc. Sotelo’s job performance, and (3) intended to avoid the scrutiny and stigma of others in the department, any of whom who can access Telestaff and see when an employee has been placed on Administrative Leave with Pay, and are likely to associate that with an officer being “in trouble,” which I was specifically seeking to avoid. Moreover, this was not the first time wellness leave has been used. While I did not have the benefit of this knowledge at the time of our meeting, I am now aware of at least one other recent instance of an officer being placed on wellness leave following his involvement in an OIS when he was experiencing trouble functioning in his regular role.

Nonetheless, while the Department has, does, and will continue to change and implement new pay codes as it sees fit, in the interest of resolving this grievance, I will see that in this instance, the code for that leave is retroactively changed to be coded as Paid Admin. Leave. This adjustment is not intended as precedent-setting or as an admission of wrongdoing.

Transfer to Detectives

As Mr. Dunagan and I explained at the grievance meeting, the transfer of Ofc. Sotelo to Detectives was also not intended as punishment. We know from experience with Ofc. Sotelo that he prefers to be on duty, and the transfer to Detectives was (1) a way to accomplish that objective for him and (2) within rights of management under Article 4 of the CBA. Because Article 4 does not allow a transfer to be disciplinary in nature, careful steps were taken to avoid the transfer having any punitive impact. Our intent was to leave intact any special pay he was receiving in his prior assignment. I believe we covered this in the meeting, but I was under the impression that Ofc. Sotelo's PTO pay would be the equivalent of investigator pay. When that turned out to be my mistake, I clarified at the meeting that he would be entitled to 10% investigator special pay. I also offered to leave his hazard pay for SWAT intact, out of a desire to avoid this transfer having a punitive effect.

You explained that your client nonetheless views this transfer as punishment. To be frank, this argument is not compelling. When a transfer has no measurable negative impact apart from the fact that the employee would have preferred not to be transferred, that cannot be considered disciplinary. If it were, then the management right to transfer would be illusory, because an employee could simply say that they did not want to be transferred, and therefore that the transfer must be disciplinary because it was unwanted. That being the case, I would never be able to transfer an employee who did not desire to be transferred.

Furthermore, my position is bolstered by Article 40 of the CBA, which gives the Chief the right to "administratively assign patrol personnel for performance related issues."

However, what was compelling at our meeting was the case made by Rep. Sanford regarding other represented officers in the Association, and his difficulty responding to their questions and concerns regarding assignment rotation. That is an issue that we will work to address in the future. Because it cannot be addressed in a timely enough manner to address the situation at hand, I will agree to resolve the issue with regard to Ofc. Sotelo by rescinding the transfer and instead placing him on Paid Administrative Leave, which is an option given the pending Internal Affairs Investigations UOF2025-0129 and UOF2025-0144. Ofc. Sotelo will receive detective pay for the days he worked in the division this week, but as that assignment is being rescinded, his administrative leave pay will be at the rate of his patrol rate.

Honor Guard

As discussed, it was never my intent to remove Ofc. Sotelo from Honor Guard. To the extent that he remained or remains on duty, he may retain his Honor Guard role. However, this role will be on hold while he is in a Paid Admin. Leave status.

Take-Home Vehicle

As discussed, there was no intent to take this privilege away from Ofc. Sotelo as a result of the reassignment. My understanding was that patrol officers did not have take home vehicles. The practice that resulted in Ofc. Sotelo and a handful of others in patrol having them (without submission of proper paperwork) has been corrected.

Discrimination for Membership in Employee Association and Exercise of Appeal Rights

This allegation appears unfounded and somewhat outlandish. You have not raised any evidence of this type of discrimination other than the occurrence of contemporaneous events. As a law enforcement officer myself with over 29 years of experience—most of it spent in the represented ranks, I take exception to the implication that I have a bias against association with labor representation.

Conclusion

To summarize, in the interests of resolving this grievance at Level II pursuant to Article 28(c), I will rescind the reassignment of Ofc. Sotelo from Patrol to Detectives and instead place him on paid administrative leave pending the outcome of UOF2025-0129 and UOF2025-0144. If Officer Sotelo wishes to return to work before, in a nonpatrol capacity, we can revisit a temporary administrative reassignment.

Sincerely,

 #17073

Kathryn Nance, Chief of Police
Reno Police Department

cc: Mark Dunagan, Atty
dunaganm@reno.gov
Officer Anthony Sotelo
SoteloA@reno.gov
Thomas Lopey, RPPA President
LopeyT@reno.gov

EXHIBIT 2

Re_RPPA Grievance

EXHIBIT 2

Re_RPPA Grievance



Outlook

Re: RPPA Grievance

From Kathryn Nance <NanceK@Reno.Gov>

Date Thu 10/30/2025 10:48 AM

To Ronald Dreher <ron@dreherlaw.net>

Cc Thomas Lopey <LopeyT@reno.gov>; Joshua Sanford <SanfordJ@reno.gov>; Anthony Sotelo <SoteloA@reno.gov>; Mark Dunagan <DunaganM@reno.gov>; Eugenio Bueno <BuenoE@reno.gov>

1 attachment (390 KB)

KN .sotelo.response.10.29.25.pdf;

Please see the attached response to the RPPA grievance regarding Officer Sotelo. Officer Sotelo was placed on administrative leave this morning and was provided with the proper admin leave paperwork.

From: Ronald Dreher <ron@dreherlaw.net>

Sent: Monday, October 20, 2025 8:06 AM

To: Kathryn Nance <NanceK@Reno.Gov>

Cc: Thomas Lopey <LopeyT@reno.gov>; Joshua Sanford <SanfordJ@reno.gov>; Anthony Sotelo <SoteloA@reno.gov>; Mark Dunagan <DunaganM@reno.gov>

Subject: Re: RPPA Grievance

Ghief Nance,

Good morning. Due to additional information we received, the RPPA is amending the grievance that was filed last week (attached). We look forward to discussing this with you on Friday.

Thank you,
Ron

Ronald J. Dreher, Esq.
Dreher Law
P.O. Box 6494
Reno, NV 89513
(775) 846-9804

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From: Ronald Dreher
Sent: Thursday, October 16, 2025 12:12
To: Kathryn Nance <nancek@reno.gov>
Cc: Thomas Lopey <lopeyt@reno.gov>; Joshua Sanford <sanfordj@reno.gov>; Anthony Sotelo <sotelo@reno.gov>; Mark Dunagan <dunaganm@reno.gov>
Subject: RPPA Grievance

Good afternoon,

Attached, please find an RPPA grievance.

Thank you,
Ronald J. Dreher, Esq.
Dreher Law
P.O. Box 6494
Reno, NV 89513
(775) 846-9804

This email (to include any attachments), is confidential and may be legally privileged. If you have received it in error, you are on notice of its status. Please immediately notify the above sender by reply email and then delete this message from your system. Do not copy it or use it for any purposes, or disclose its contents to any other person. To copy or disclose its contents could violate state and Federal privacy laws. This email, including any attachments, is intended for the person(s) or company named and may contain confidential and/or legally privileged information. Unauthorized disclosure, copying or use of this information may be unlawful and is prohibited. Thank you for your understanding and cooperation.

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