LABOR AGREEMENT

JULY 1, 2006 – JUNE 30, 2011

CITY OF RENO

AND

RENO ADMINISTRATIVE/PROFESSIONAL GROUP

ADMINISTRATIVE UNIT

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ADMINISTRATIVE UNIT

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PREAMBLE:

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, at Reno, Nevada, by and between the City of Reno, Nevada, a Municipal corporation, hereinafter referred to as the City, and the Reno Administrative and Professional Group, Administrative Unit, hereinafter referred to as the Association.

(a) It is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay, wages, hours of employment and other conditions of employment; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the City of Reno.

(b) Both parties mutually agree that their objective is to preserve the interest of both parties hereto. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon.

ARTICLE NO. 1. RECOGNITION:

(a) The City hereby recognizes the Reno Professional/ Administrative Group as the sole and exclusive bargaining agent for all regular employees of the City who are assigned to one of the classifications listed in Appendix A and fill positions included in the RAPG Administrative Unit.

(b) The City Manager shall, when it is determined to be in the best interest of the City, establish such additional classifications as may become necessary for the operation of the City.

ARTICLE NO. 2. LEAVE OF ABSENCE:

Leave of absence will only be granted if recommended by the Department Head and subsequently approved by the City Manager, and, if required, by the Reno Civil Service Commission.

ARTICLE NO. 3. SALARY ADMINISTRATION:

(a) All regular employees shall be compensated using a biweekly or semi-monthly pay schedule as administered by the City Administration. Any conversion to semi-monthly pay periods shall be done without loss of salary or benefits to the employee. Appropriate salary rates are provided in the salary appendix. It is understood that under pay for performance, across-the-board increases are not guaranteed for any employee who fails to meet standards.

(b) Effective the first full pay period following July 1, 2006, the pay for

performance salary ranges shall be increased by three and five-tenths percent (3.5%).

(c) Effective the first full pay period following July 1, 2007, the pay for performance salary ranges shall be increased by four and two tenths percent (4.2%).

(d) Effective the first full pay period following July 1, 2008, the pay for performance salary ranges shall be increased by four and two tenths percent (4.2%).

(e) Effective the first full pay period following July 1, 2009, the pay for performance salary ranges shall be increased by four and two tenths percent (4.2%).

(f) Effective the first full pay period following July 1, 2010, the pay for performance salary ranges shall be increased by four and two tenths percent (4.2%).

(g) During the term of the FY2006/2011 Agreement, if the City adjusts the salary band/zone for a position in this unit under the City Manager's pay for performance system, then any other positions in the same band/zone will be evaluated to determine if an adjustment of those positions is justified. Any adjustment shall be at the City Manager's discretion. In addition, the pay for performance across-the-board salary range percentage increases shall not be lower than those for mid-management for the term of this Agreement. In keeping with the intent, the parties agree that this section (g) of the contract shall expire at midnight June 30, 2011, unless otherwise expressly extended by the parties.

(h) Deferred Compensation.

(1) The City shall contribute One Dollar ($1.00) for each One Dollar ($1.00) deferred and invested by the employee in the City approved Deferred Compensation program, up to a maximum City contribution equal to five percent (5.0%) of the employee's biweekly base wage not to exceed a total City contribution of one-half of the limit established by Federal law.

(i) Salary Rate Upon Initial Appointment

(1) Upon initial appointment, the entrance rate shall be the minimum rate of the range for the classification.

(2) The City Manager may authorize an initial appointment above the minimum rate of the range where he/she shall find that such person is reasonably entitled because of his/her experience and ability to a rate above the minimum, or in cases where it is necessary to hire a candidate at a rate above the minimum due to inability to recruit qualified candidates at the minimum rate.

(3) No part of section (i) (1) or (2) shall be subject to the provisions of the Grievance-Arbitration Procedure Article of this contract.

(j) 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 one year before said employee is eligible to receive a merit raise.

(k) In order to carry out the intent of this Article, the City Manager may re-determine and adjust the salary rate of any employee either upwards or downwards after taking into consideration said employee's experience, background, adaptability to his/her present position, leadership, efficiency, and overall job performance. Said salary shall be within the applicable pay for performance salary range. No part of this section shall be subject to the provisions of the Grievance-Arbitration Procedure Article of this contract.

(l) Upon promotion to a position of a higher classification, the new rate shall be the minimum rate of the range of the position to which promoted or a rate within the range agreed to by the employee and department head and approved by the City Manager, whichever is higher. Such rate shall be no less than ten percent (10%) above the employee's current base wage. No part of this section shall be subject to the provisions of the Grievance-Arbitration Procedure Article of this contract.

(m) Whenever an employee is temporarily promoted, in writing and approved by the City Manager, to a position in a higher classification, such employee shall carry the title and receive the salary for such higher classification only for the duration of such temporary work. The salary shall be no less than five percent (5%) higher than that received at the time of appointment.

(n) Longevity

(1) Effective July 1, 1977, all employees covered by this contract shall not accrue longevity for pay purposes.

(2) Employees covered by this contract who have in prior years received pay as provided through contract or ordinance provisions shall continue to receive longevity pay accrued as of July 1, 1977.

(3) In lieu of an improvement in the limited longevity program defined above, the parties have agreed to substitute a deferred compensation benefit as more specifically set out in Section (h) Deferred Compensation above.

(o) Professional Certification

(1) Effective upon ratification of this agreement an employee who is required by his/her classification specification to maintain a professional registration, license, or certification and has obtained prior verification from his/her department head, or who has a professional registration, license, or certification that is beneficial to the City as determined by the City Manager or designee, shall be reimbursed for the fees required to renew or maintain the certification. Subject to written approval by the department head additional registrations or certifications may be approved annually.

(p) Bilingual Pay

An employee may be assigned to one of a limited number of designated positions citywide to provide bilingual services for the City subject to approval by the City Manager. The City Manager shall determine where the designated assignments will be most efficient and productive for the City as a whole after recommendation from the department heads. There shall be no more than 15 such assignments citywide, regardless of bargaining unit.

An employee assigned to one of these designated positions and certified at Level I by Truckee Meadows Community College (TMCC) shall receive compensation in the amount of forty dollars ($40.00) per pay period for the period so assigned.

An employee assigned to one of these designated positions and certified at Level II by Truckee Meadows Community College (TMCC) shall receive compensation in the amount of sixty dollars ($60.00) per pay period for the period so assigned.

ARTICLE NO. 4. PAY FOR PERFORMANCE:

(a) Effective July 1, 2002, employees covered by this agreement will be allowed to continue to participate in the Pay for Performance plan originally adopted by the Reno City Council on November 22, 1996 by Resolution 5290 and any subsequent amendments approved by the City Council. For the period of participation, the salary bands and zones as established or amended in the Pay for Performance plan will be used in lieu of the salary appendices A-1 through A-5 attached to the preceding FY 97/02 contract with the negotiated increases. It is understood that administration of the Pay for Performance plan shall be according to the City Manager's guidelines.

(b) No part of this article shall be subject to the provisions of the Grievance-Arbitration Article of this contract.

(c) If the City or the Association decides to discontinue Pay for Performance, then the salary ranges shown in appendices A-1 through A-5 in the FY 97/02 contract will be reinstated with the negotiated increases in Article 3. Salary Administration Section (b). The City will meet and confer regarding the impact of elimination of Pay for Performance.

No employee will have his/her base wage reduced as a result of elimination of Pay for Performance. If an employee's base wage is above the salary range for his/her classification as would have been implemented without pay for performance, then he/she shall receive no across-the-board increases while his/her salary is above the range.

(d) The City and Association agree that during and following the term of this agreement the Pay for Performance Plan referenced in paragraph (a) of this article is not subject to negotiations or amendment pursuant to NRS Chapter 288. This agreement constitutes a knowing, voluntary and intelligent waiver of negotiations by the City and Association regarding the Pay for Performance Plan during the term of this agreement and during negotiations for successor agreements unless the parties jointly agree in writing to negotiate changes to the Pay for Performance Plan covered by Article 4. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining regarding Article 4, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Association for the life of this agreement and any successor agreement(s) each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by Article 4. Following the term of this agreement the Association may only negotiate changes to the salary ranges of the City's Pay for Performance Plan.

ARTICLE NO. 5. HOLIDAYS:

(a) Eligible, full-time employees shall be entitled to eight (8) hours off from work on the following holidays during each year:

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

And upon any other day added to NRS 235.016 or declared by the Mayor, the Governor of the State of Nevada, or the President of the United States to be a legal holiday or day of mourning when local government public offices are closed.

To be eligible for holiday pay, an employee must be on the active payroll of the City and must have worked his full scheduled work-day before and after the holiday, unless excused by the City.

(b) Each employee shall be eligible for eight (8) hours of paid time off as a floating holiday to be taken during the fiscal year. The time during which the employee may take his time off is subject to approval by the Department Head.

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

(d) Pay for a holiday worked shall be added to the payroll for the period within which the holiday falls. If an employee is required by the Department Head to work a holiday, the employee may flex the equivalent holiday worked hours within the same pay period. This provision shall not apply to emergency situations. Should any provision of this Article be deemed to remove this unit of exempt status per FLSA, then that portion shall be nullified and renegotiated.

ARTICLE NO. 6. VACATION:

(a) Full-time, regular employees covered under this contract shall earn vacation benefits at the rate of eight (8) hours per bi-weekly pay period or major portion thereof, except as in subparagraph (e).

(b) Vacation credits shall accrue for each pay period the employee is in full pay status a major portion of his regularly scheduled bi-weekly hours. Vacation shall be charged on the basis of one hour for each hour or major portion of an hour of vacation taken. Vacation taken during a bi-weekly period shall be charged before vacation earned during that pay period is credited. Holidays as enumerated in this contract occurring within the vacation period shall not be counted as vacation days. When vacation may be taken shall be determined in advance by the Department Head after considering the needs of the service and the wishes and seniority of the employee.

(c) Employees voluntarily separated from the City shall lose all rights for computing prior service upon re-employment by the City. Regular full-time employees who leave the employment of the City shall be compensated for earned but unused vacation at the time of departure from City employment.

(d) Vacation credit may be accumulated up to a maximum number of hours equal to that number which can be earned in a two (2) year period, plus five (5) days vacation.

(e) The following schedule shall apply to all employees hired after July 1, 1982.

Years of Continuous Service	Hours of Vacation Earned Per Bi-Weekly Pay Period 40-Hour Workweek
Less than 5 years	five hours
6 - 9 years	six hours
10 - 14 years	seven hours
15+ years	eight hours

(f) Upon retirement, except for cause, an employee may use the compensated amount of his/her accumulated vacation leave for the Vantage post-retirement account, PERS, or deferred compensation.

(g) In the event that a bargaining unit employee is denied vacation leave, and if the request for vacation leave was made in a reasonable time prior to the requested time off, and said denial is based on the operational needs of the Department, said employee will not lose vacation time in the event the employee's vacation bank is at the maximum. The determination as to whether the request was made in a timely fashion, and whether the employee shall not lose vacation time will be upon the recommendation of the Department Head and with the approval of the Human Resources Department.

Furthermore, this provision shall not be subject to the grievance procedure of this Agreement.

Vacation Cash Out Provision

Effective July 1, 2006, upon request employees may, during the year and annually within subsequent calendar years, cash out up to 40 hours of accumulated but unused regular vacation leave in increments of 20 hours. To be eligible, employees must file a written request with their Department Head and demonstrate that the employee has taken at least two (2) weeks of paid time off in the previous 12 months with a minimum of five (5) consecutive vacation days or has been denied a leave request made at least 30 days prior to the desired time off and been denied by the Department Head.

ARTICLE NO. 7. SICK LEAVE:

(a) All full-time, regular employees shall be entitled to earn sick leave benefits at the following rate:

Regularly Scheduled Hours Per Week	Sick Leave Earning Rate Bi-weekly Pay Period

40 hours 4.0 hours

Earned sick leave may accumulate and is cumulative from year to year without limitation. Sick leave credits shall accrue for each pay period the employee is in full pay status a major portion of his regularly scheduled bi-weekly hours.

(b) Sick leave may be granted only as the result of:

(1) Illness, medical or dental consultation, or injury of the employee;

(2) Illness or injury of the employee's spouse, child or adopted child, mother or father, requiring the employee's attendance in accordance with the requirements of subsection (f); or

(3) Illness or injury of the employee's brother, sister, grandmother, grandfather, stepchild, mother-in-law or father-in-law, requiring the employee's attendance in accordance with the requirements of subsection (f).

(c) An employee may be granted three (3) days bereavement leave to attend the funeral of his spouse, child, adopted child, stepchild residing with the employee; mother, father, sister, brother, grandmother, grandfather, granddaughter, grandson, mother-in-law or father-in-law. The employee may be required to provide proof of death. Additional time needed in excess of three (3) days may be granted by the department head. Such time shall be charged against the employee's sick leave.

(d) Sick leave may be granted due to medical necessity associated with pregnancy, childbirth and recovery.

(e) Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during sick leave periods shall not be counted as sick leave time. Sick leave taken during the bi-weekly pay period shall be charged before sick leave earned that pay period is credited.

(f) An employee requiring sick leave must provide his Department Head with evidence of such need. Thereupon the Department Head shall guarantee his personal knowledge of the need by certifying to the Payroll Clerk the granting of sick leave. To insure such knowledge, he/she may require the employee to provide a written doctor's statement before sick leave may be granted.

(g) If an employee does not have adequate accumulated sick leave time, the Department Head may grant the use of accumulated vacation time in lieu thereof. In no case, however, will sick leave time be granted in lieu of vacation time.

(h) For those employees hired prior to June 30, 1975, upon termination of employment, an employee shall be compensated for total accumulated but unused sick leave at the rate of one (1) hour's pay at his regular hourly rate for every two (2) hours of sick leave accumulated but unused. The accumulation of sick leave for purposes of this section (h) shall be limited as follows:

(1) Persons employed after June 24, 1974, shall not accumulate more than 600 hours.

(2) Employees, as of June 24, 1974, having less than 600 hours accumulated sick leave may accumulate up to 600 hours.

(3) Employees, as of June 24, 1974, having more than 600 hours accumulated sick leave shall establish that accumulated amount as their maximum. If sick leave is used, this employee may accumulate back up to the maximum as of June 24, 1974.

Employees hired prior to July 1, 1975 shall have the option of either the buy-out under Section (h) above or (j) below.

(i) Sick Leave Bonus Program. Effective July 1, 2002, the sick leave bonus program shall be null and void.

(j) Upon retirement, except for cause, an employee shall be compensated for accumulated sick leave as follows:

(1) Effective July 1, 2002, employees having a minimum of 450 to 750 hours shall be compensated at the rate of forty percent (40%) of total accumulated hours up to a maximum of forty percent (40%) of 750 hours at his/her base hourly rate of pay. The compensated amount is intended for retirement expenses, especially medical expenses and specifically to purchase additional PERS, deferred compensation, or for the Vantage post-retirement account.; however, effective with the signing of the FY 2006/2011 Agreement, the employee has the option of receiving cash.

(2) Effective July 1, 2002, employees having a minimum of 751 to 1300 hours shall be compensated at the rate of sixty percent (60%) of his/her total accumulated hours up to a maximum of sixty percent (60%) of 1300 hours, at his/her base hourly rate of pay. The compensated amount is intended for retirement expenses, especially medical expenses and specifically to purchase additional PERS, deferred compensation, or for the Vantage post-retirement account; however, effective with the signing of the FY 2006/2011 Agreement,

the employee has the option of receiving cash.

(3) To be eligible for this benefit, an employee must not use more than one hundred sixty (160) hours of sick leave during the last twenty four (24) months of service, except in the case of a documented serious health condition.

(4) In case of on-the-job death of the employee prior to retirement, all accrued hours shall be paid to the employee's estate. In case of death of the employee not on-the-job, prior to retirement, the cash out benefit will be paid to the employee's estate as described in 1 and 2 above.

(5) "Serious health condition" means an illness, an injury, or a physical condition which involves:

(a) Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

(b) Continuing treatment by or under the supervision of a provider of health care, documented in writing, for one or more periods of:

(1) Incapacity of more than 3 consecutive calendar days, and any subsequent treatment or period of incapacity related to the same condition that also involves continuing treatment.

(2) Incapacity because of a chronic serious health condition, or treatment for such incapacity. A chronic serious health condition is one that continues over an extended period of time, requires periodic visits for treatment by or under the direct supervision of a health care provider, and which may cause episodic periods of incapacity.

(3) Incapacity which is permanent or long-term because of a condition for which treatment may not be effective, but for which the person is under the continuing supervision of a health care provider.

(4) Absence to receive multiple treatments by or under the direction of a health care provider for restorative surgery

after an accident or other injury.

(5) Absence to receive multiple treatments by or under the direction of a health care provider for a condition that would likely result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment.

(c) During periods of incapacity, the employee's duty station shall be a medical facility or their home.

(d) Individuals qualifying for light duty assignments shall not be deemed incapacitated.

(6) The term "serious health condition" does not include:

(a) Cosmetic treatments which do not require inpatient care and which do not result in medical complications; or

(b) Minor conditions such as the common cold, flu or an earache which do not result in medical complications.

(7) As used in this section, "incapacity" means the inability to work, attend school or perform other regular daily activities because of a serious health condition, including any treatment or recovery period.

ARTICLE NO. 8. ON-THE-JOB INJURY BENEFITS:

(a) Whenever an employee is injured while on duty with the City of Reno, and such injury prevents said employee from performing his normal full-time duties, the City of Reno shall pay full salary to the employee for a period of up to but not exceeding sixty (60) regularly scheduled workdays from the date of injury. During this period, the employee shall not forfeit any accumulated sick leave or vacation leave.

(b) Upon expiration of sixty (60) regularly scheduled workdays subsequent to the on-the-job injury, if the employee is still unable to work he/she may elect to utilize accumulated sick leave, during which period the employee will receive full compensation from the City of Reno.

(c) When accumulated sick leave has expired, if the employee is still unable to work, except for total accumulated vacation time pay, said employee shall receive no additional compensation from the City of Reno.

(d) Provided, however, that it is the intent of the City of Reno to pay the on-the-job injured employee, as outlined in this section, the difference between full daily salary and that provided by workers compensation as salary continuance. Therefore, the employee shall return to the Reno City Clerk all salary continuance payments made by workers compensation covering the period enumerated in paragraphs (a) and (b) of this Article.

(e) Notwithstanding the provisions of paragraphs (a), (b), (c), and (d), when, as a result of an on-the-job injury an employee is confined to a duly licensed hospital, the City will pay full regular salary to the employee during the entire period of said confinement until workers compensation ceases to render insurance payments in connection with said injury. When the City Council determines that special circumstances warrant the action, the above requirement of continual confinement to a duly licensed hospital may be waived by action of the City Council. During this period, the employee will not forfeit sick leave or vacation benefits but will refund all workers compensation salary continuance payments to the City.

ARTICLE NO. 9. JURY DUTY:

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

ARTICLE NO. 10. MILITARY LEAVE:

Any employee who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces shall be relieved from his/her duties, upon request, to serve under orders on training duty without loss of his/her regular compensation for a period not to exceed fifteen (15) working days in any one calendar year. Any such absence shall not be deducted from the employee's accumulated vacation. In addition to the foregoing benefit, military leave shall be handled in accordance with the requirements of federal law.

ARTICLE NO. 11. UNIFORM ALLOWANCE:

Any employee covered by this contract required to wear a uniform or safety equipment, in the performance of his/her duties shall be provided said uniform and equipment by the City as necessary.

ARTICLE NO. 12. HEALTH AND ACCIDENT INSURANCE:

(a) City of Reno Group Insurance

(1) The City shall make contributions equal to one hundred percent (100%) of the employee-only cost of the health and life insurance premiums for each full-time, probationary employee and each full-time, regular employee to any of the following insurance plans:

(a) 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.

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

(2) The City shall contribute to the cost of dependent coverage an amount equal to fifty-five percent (55%) of the cost of the indemnity plan coverage for each dependent category for those qualifying employees who decide to be covered by (a)(1) above.

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

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

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

(d) This credit shall only be available to active employees.

(3) If the cost of dependent coverage selected by the employee under (a)(2) above exceeds the maximum City contributions, the employee shall pay the additional cost.

(4) All qualified employees who select coverage under Section (a)(1) above shall be covered by, and the City contributions shall be made for, the plan(s) of his/her choice on the first of the month following thirty (30) calendar days of his/her initial date of hire, provided that the employee enrolls in such coverage in accordance with the provisions of the plan selected.

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

this contract.

(a) It is understood that plan benefits are determined by the providers and the City. As such, plan benefit levels are not subject to bargaining under this contract.

(b) The City assumes no responsibility for replacement of benefits which may be changed.

(c) It is understood that plan costs, premiums or funding levels for employee and dependent categories are determined by the providers and not subject to bargaining under this contract. It is understood that the terms "plan costs" and "funding levels" as used in this paragraph do not include reference to the amount the City contributes toward these costs.

(d) The City assumes no responsibility for increased plan costs except as provided in Section (a) of this Article.

(6) The City agrees to provide an open enrollment period at least annually. Such enrollment period and employee and dependent eligibility shall be in accordance with the policies and rules of the insurance carrier or carriers, including the City, for self-funded plans.

(7) Each medical insurance or health plan provides for coordination with Medicare coverage and any employee who participates in a plan is subject to the requirements of that plan, including provisions relating to Medicare.

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

(b) City contributions are not payable toward contributions an employee is required to make to the federal government for Medicare coverage.

(b) Leave of Absence. An employee on leave of absence from the City may continue to carry City group insurance by making full premium payment. The selection of a company or agency to carry such group insurance shall be the responsibility of the City Manager and City Attorney with the assistance and consultation of a committee from the RAPG.

(c) Flexible Compensation. Should "flexible compensation" be instituted for any

group of City employees, either party may reopen negotiations to consider allowing a similar opportunity for members of the RAPG unit.

(d) Health Insurance Upon Retirement. Effective July 1, 2006, the City agrees to pay one hundred percent (100%) of the health and life insurance premium for the employee-only coverage category for any employee who retires or sixty percent (60%) of the total group health, accident and life insurance premium for the same coverage that an employee had at the time of retirement. To qualify, the employee must be eligible to retire, must immediately go from City of Reno employment into PERS retirement status and must receive retirement benefits under PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the retiree is eligible for federal benefits under Medicare or other federal programs or reaches age sixty-five (65), whichever occurs first. It is the intent of the parties throughout this Article that if the minimum age for Medicare eligibility is raised above age sixty-five (65), and the individual retiree is affected by that change, then the age sixty-five (65) limit will not apply to that retiree. The City shall have the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees.

(e) Life Insurance.

(1) As part of the coverage provided in Section (a) above, each employee enrolled in the City's group health and life insurance programs shall be provided term life insurance under a policy which offers coverage in an amount equivalent to one (1) times the employee's annual base salary. The amount of term life insurance coverage shall be subject to the reduction formula specified in the group term life insurance policy for those employees who retire and continue as part of the City of Reno insurance group.

(2) A supplemental life insurance program shall be offered to employees covered by this contract. An employee selecting this supplemental coverage shall be responsible for paying the full cost of the premium.

(f) LTD Insurance. The City shall provide, at no cost to the employee, a long-term disability insurance plan for unit members, the plan of benefits being the same as that in effect on July 1, 1988 for management and mid-management personnel as defined in the summary plan description.

(g) Physical Examinations. It is recognized that employees under this contract will from time-to-time need to take physical examinations. Such examinations are provided in the Health Insurance plans and the City shall reimburse employees for the co-pay for such physical exams taken once every twenty-four (24) month period. Time taken off duty for such physical examinations may be taken as sick leave time and accounted for as

outlined in Article 7.

ARTICLE NO. 13. CHANGE OF RESIDENCE:

Any employee who moves or relocates to a new address must notify the City of change of residency and address within ten (10) days of relocation. All employees covered by this agreement shall be strongly encouraged to reside within the corporate limits of the City of Reno.

ARTICLE NO. 14. RETIREMENT:

(a) The retirement rate of compensation will be in accordance with NRS 286.

(b) As a result of a salary settlement reached under this agreement, the City shall pay one hundred percent (100%) of the required PERS retirement contribution at the rate in effect July 1, 1991, and as may subsequently be adjusted pursuant to statute during the term of this agreement. City payment of any such increases shall be made in addition to any across-the-board increases in base wage specified under Article 3. Salary Administration and shall be considered, for purposes of statutory application, as in lieu of an equivalent salary increase.

ARTICLE NO. 15. TRAINING COURSES:

An employee will be reimbursed for college or university semester or short-course educational training courses pursuant to the following:

(a) To be eligible for reimbursement, the educational training courses must be approved in advance by the Department Head or his/her designee.

(b) The training must be directly related to the required skill or education for the employee's current position or an advanced degree in the employee's current field and part of a declared degree program.

(c) Only a full-time, regular employee who has been so employed for at least one (1) year will be eligible for reimbursement. Further eligibility will be determined by his/her Department Head/Division Head in accordance with the departmental training program as approved by the City Manager.

(d) No employee will be reimbursed for more than two thousand dollars ($2,000.00) per fiscal year. If enrolled in an accelerated degree program, the annual limit may be waived to allow an employee to be reimbursed up to ten thousand dollars ($10,000.00) on a one-time life-time basis. Such employee shall no longer be eligible for the annual reimbursement. Reimbursement will not be effected if the cost is assumed by

any other institution, scholarship or grant-in-aid.

(e) Reimbursable expenses shall be restricted to tuition, course fees and required textbooks. While educational training courses should normally be taken on the employee's own time, exception may be granted by the City Manager, in which case up to four hours per week may be granted for class attendance, and shall not be deducted from annual leave or be recorded as unexcused absence.

(f) Reimbursement will be effected upon presentation of evidence to substantiate the expense, evidence of a passing grade or [if the educational training course is of a nature such that no grade is given] a certificate of completion, and the surrender of all textbooks for placement in the departmental reference library.

ARTICLE NO. 16. WORK SCHEDULE:

It is agreed by the City and the RAPG Administrative Unit that persons covered under this contract shall devote as much time to their employment as may be necessary for the efficient operation of the City government. The hours per day and time schedule will be set by the individual, in accordance with Departmental policies and procedures and with the approval of the Department Head. Employees covered by this unit are exempt from overtime compensation eligibility; however, hours may vary from day to day to accommodate required evening or weekend meetings or events, provided such hours may only be flexed within the biweekly pay period that the meeting or event occurred or the pay period immediately thereafter and provided the hours on duty shall not be less than 2080 hours per year. This provision is limited in application and is not intended to allow time off on an hour for hour basis for hours worked over 2080 hours per year. Flex time shall be allowed in increments up to and including 8 hours. This provision shall not apply to emergency situations. Should any provision of this Article be deemed to remove this unit of exempt status per FLSA, then that portion shall be nullified and renegotiated.

ARTICLE NO. 17. GRIEVANCE-ARBITRATION PROCEDURE:

(a) Discipline/Discharge

(1) Disciplinary action or measures may be imposed upon an employee for cause. For the purpose of this Article, a disciplinary action or measure shall be defined as a letter of written reprimand, suspension, or discharge.

(2) Except as provided below, allegations that a disciplinary action has been imposed for arbitrary or capricious reasons may be processed as a grievance through the grievance procedure set forth below or,

where applicable to the employee, appealed to the Civil Service Commission in accordance with their rules and regulations:

(a) Letters of written reprimand and suspensions of three (3) days and under shall only be subject to review through the City Manager. Said discipline shall not be subject to arbitration or review of the Civil Service Commission. The decision of the City Manager shall be final and binding.

(b) Any employee choosing to pursue an appeal through the Civil Service Commission waives his/her right to pursue the grievance-arbitration procedure set out below and such remedy shall no longer be available to that employee. An employee pursuing an appeal under the grievance- arbitration procedure of this contract waives his/her right to pursue review before the Civil Service Commission.

(3) If an employee is subjected to any administrative investigation the employee shall be entitled to up to one (1) representative of his/her choice at any stage of the administrative investigation or hearing.

(b) A grievance is a disagreement between an individual or the RAPG and the City concerning the interpretation, application or enforcement of the express terms of this Agreement. Excluded from the grievance-arbitration procedure are those items so referenced as exclusions throughout the body of this contract dealing with performance evaluations, merit salary adjustments, reclassification, salary rates upon initial appointment, promotion, and demotion.

(c) If, after discussion between the individual and his/her immediate supervisor, a disagreement still exists, the RAPG may proceed as follows:

Step 1. Within ten (10) workdays after the occurrence of the event giving rise to the grievance or after the grievant should have reasonably become aware of the occurrence, present a signed, written grievance on the grievance form, to the Department Head. The Department Head has up to ten (10) workdays to respond.

Step 2. If the Department Head has not responded or RAPG does not concur with the Department Head's proposed solution, RAPG has ten (10) workdays thereafter to submit the grievance to the City Manager.

Step 3. If the City Manager has not responded or the RAPG does not

concur with the City Manager's proposed solution, RAPG has ten (10) workdays thereafter to notify the City Manager in writing that it is appealing the grievance to arbitration.

(d) Within ten (10) workdays of receipt by the City of notification of submission to arbitration, an arbitrator shall be selected by mutual agreement, or by alternately striking names from a list of arbitrators attached hereto in Appendix B of this contract. The RAPG will strike the first name.

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

(f) The decision of the arbitrator shall be final and binding on all parties concerned so long as such decision does not cost the City an amount in excess of $25,000. In the event that the arbitrator's award would cost the City in excess of $25,000, the arbitrator's decision shall be advisory only to the City Manager, who shall make the final decision.

(g) The parties may present witnesses at Step 1 of the grievance procedure. The parties shall make full disclosure of all evidence then known to them that bears on the grievance at each step of the grievance procedure.

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

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

(2) The arbitrator's fees, expenses, and the cost of any hearing room shall be borne by the losing party to the arbitration. The arbitrator will be requested to specify the payer of costs.

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

(i) As used in this Article, the term "workday" means the days Monday through Friday, inclusive, but does not include any holiday set forth in Article 5.

(j) Nothing contained herein shall preclude an employee with or without

representation from bringing a problem not covered herein through the chain of command to the Department Head and the City Manager on an informal and oral basis. Employees are encouraged to use the Informal Dispute Resolution Process, which shall not affect any time lines specified within this procedure.

(k) Every effort should be made to complete actions within the time limits contained herein, but with written mutual consent of the RAPG and the City, the time limitations for any step may be extended.

(l) The Executive Board of the RAPG shall be the Grievance Committee, unless otherwise determined by the RAPG. The Association shall have the exclusive right to initiate arbitration. Any member choosing to appeal a grievance to arbitration after having said appeal denied by the Association shall bear all costs on their own.

(m) The "City Manager" or "Department Head" shall mean the City Manager, Department Head or their designees, respectively.

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

ARTICLE NO. 18. BUSINESS RELEASE TIME:

(a) The negotiating team for the Administrative- Professional Group shall be granted leave from duty with full pay for attendance at negotiating meetings when such meetings take place at a time when the members of the negotiating team are scheduled to be on duty. Such pay shall be for a maximum of seventy five (75) hours for each of the members of the team for a maximum of four (4) members in both units combined. The Group shall advise the City of such paid members prior to the first meeting. If each unit negotiates separately, each unit shall be entitled to a maximum of seventy five (75) paid hours for each of four (4) members.

(b) Employees who participate in committees created or sponsored by the City shall be released from duties to attend meetings or proceedings in connection with such City business. Committee meetings shall be scheduled so as not to interfere with normal work schedules whenever possible. The employee members of such committees will be paid by the City for time spent in meetings or proceedings, but only for straight time hours they would have otherwise worked.

(c) The RAPG President shall not be compensated for more than 180 hours per fiscal year for Group business, with a maximum usage of 45 hours in any calendar month.

(d) The Administrative-Professional Group shall have the privilege to use

the City's Xerox copy machine for Group business not to exceed three hundred fifty (350) sheets per month; provided, however, that additional use may be allowed upon approval of the City Manager. The Group shall obtain a copy number to keep track of the number of copies made.

ARTICLE NO. 19. SAVINGS CLAUSE:

(a) This agreement is the entire agreement of the parties terminating all prior agreements, arrangements, and practices, and concluding all negotiations during the term of this agreement. The City or the RAPG Administrative Unit may request meetings to discuss their views relative to working rules or proposed changes therein. Such meetings shall be convened prior to the implementation of the rule, regulations, amendment or cancellation.

(b) Should any provision of this agreement be found to be in contravention of any federal or state law, the Reno City Charter or, where applicable, the 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.

ARTICLE NO. 20. STRIKES:

The RAPG Administrative Unit agrees not to promote, sponsor or engage in any of the following: Strikes against the City; slowdowns or interruptions of operation; concerted 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.

ARTICLE NO. 21. GROUP DUES:

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 Finance Department from an employee, the City agrees to deduct on a bi-weekly basis from the wages of said employee such sums as he may specify for United Fund, City of Reno Credit Union, Association Dues, City of Reno Group Insurance plan, or such other purposes as the City or the Association may hereafter approve.

The City shall activate the withdrawal of dues from new members within thirty (30) days of Finance Central Payroll Division receiving authorization. Association assessment shall be deducted as requested by the Association. Each employee shall have the right to terminate such payroll deductions at any time upon his written request to the City's Finance Department.

The Association and its agents 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.

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-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status, during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made.

ARTICLE NO. 22. EFFECTIVE DATE AND DURATION OF AGREEMENT:

This Agreement shall be in full force and effect from July 1, 2006, through June 30, 2011; and shall be automatically renewed from year-to-year thereafter, unless amended by mutual agreement of the parties.

IN WITNESS WHEREOF, the City and the RAPG Administrative Unit have caused these presents to be duly executed by their authorized representatives this 12th day of December, 2006.

RENO ADMINISTRATIVE/PROFESSIONAL GROUP - ADMINISTRATIVE UNIT

By _____
CHIEF NEGOTIATOR

WITNESSETH:

_____

CITY OF RENO

By _____
MAYOR

ATTEST:

_____
CITY CLERK Chief Deputy

APPROVED AS TO LEGAL FORM:

_____
Deputy City Attorney

CITY OF RENO CORPORATE SEAL WASHOE COUNTY, NEVADA

APPENDIX A

ALPHABETICAL LIST OF CLASSES
RENO ADMINISTRATIVE/PROFESSIONAL GROUP
ADMINISTRATIVE UNIT

Class Code	Class Title
5216	Accounting Manager
5728	Arts and Culture Manager
5110	Building Official
5139	Code Enforcement Manager
5794	Communications Manager
5112	Community Resources Manager
5966	Fleet Manager
5722	Golf Manager
5132	Information Technology Manager
5734	Maintenance Manager
5140	Network Manager
5730	Park Development Manager
5721	Park Manager
5108	Police Services Manager
5564	Principal Engineer/Engineering Manager
5106	Principal Planner/Planning Manager
5725	Recreation Manager
5730	Resource Development Manager
5565	Traffic Engineer
5720	Youth Services Manager

APPENDIX B

RAPG ADMINISTRATIVE UNIT

LIST OF ARBITRATORS

Bonnie Boque

Joseph Gentile

Robert Leventhal

Wilma Rader

Norman Brand

Philip Tamoush

Gerald McKay