

INTERNATIONAL UNION OF OPERATING ENGINEERS
STATIONARY LOCAL #39, AFL-CIO

HOUSING AUTHORITY OF THE CITY OF RENO

CONTRACT NEGOTIATED FOR FISCAL YEAR 2020 - 2021

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PREAMBLE

This CONTRACT, entered into by the HOUSING AUTHORITY OF THE CITY OF RENO (hereinafter referred to as the "Housing Authority") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL #39, AFL-CIO (hereinafter referred to as the "Union"), has as its purpose the promotion of a responsible labor relations policy between the Housing Authority and the Union; the establishment of a procedure to orderly and equitably dispose of grievances and complaints; and to set forth the full and entire understanding of the parties regarding rates of pay, hours of work, and other conditions of employment

1. RECOGNITION AND COVERAGE

1.1. RECOGNITION

- 1.1.1. The Housing Authority recognizes the Union as the sole and exclusive bargaining agent for all probationary and regular full-time and all probationary and part-time employees in the Housing Authority Non-Supervisory Bargaining Unit, hereinafter referred to as the "Bargaining Unit."
- 1.1.2. The Union recognizes the Executive Director or his/her designee(s) as the negotiating representative(s) for the Housing Authority and shall negotiate exclusively with him/her or his/her designee(s), except as otherwise specifically provided in this Contract.

1.2. COVERAGE OF EMPLOYEES

- 1.2.1. The Housing Authority Non-Supervisory Unit consists of all employees as stated in the listing of classes set forth in Appendix A of this Contract.
- 1.2.2. All employees in any subsequently created position or classification, when deemed appropriate by the Housing Authority, pursuant to NRS 288, shall be considered part of the Bargaining Unit.
- 1.2.3. This Contract applies only to employees in the above described representation unit.
- 1.2.4. The definitions of employee status are as set forth in Appendix C.

2. EMPLOYEE RIGHTS

2.1. GENERAL PROVISIONS

- 2.1.1. Any employee, whether or not a member of the Union, in a classification listed in Appendix A or subject to paragraph 1.2.2 of this Contract, has the right to the full benefits and protection of this Contract as may be generally provided or set forth in this Contract; except that,
- 2.1.2. Any employee dismissed from Housing Authority employment while serving an initial probationary period shall not have the right to appeal such dismissal.

2.2. UNION MEMBERSHIP

- 2.2.1. Any employee in a classification listed in Appendix A or subject to paragraph 1.2.2. of this Contract has the right to join or not to join the Union without intimidation, coercion or fear of reprisal by any party.

2.3. EMPLOYEE FILES

- 2.3.1. The Housing Authority and the Union recognize that employee personnel files should be maintained on a confidential basis.
- 2.3.2. The Personnel Officer or designee shall supervise all access to personnel files. Only duplicate copy personnel files will be removed from the personnel office for review. The following personnel shall have access to the duplicate copy during normal working hours:
 - 2.3.2.1. Employees or their authorized representative.

2.3.2.2. Supervisors shall have access to the files of their staff.

2.3.2.3. Terminated employees or their authorized representatives.

2.3.3. Employees shall be encouraged to review their personnel files at least once a year. At this time an employee may request by memo that his/her supervisor review and comment on any detrimental items that have been corrected or resolved.

2.3.4. All items to be added to a file shall have a notice form attached. Supervisors shall review the items, sign the form, and present the item and notice to the employee for review, comments and signature. Supervisor shall forward the same to Personnel Officer for filing in employee personnel file.

2.3.5. Disciplinary actions which occurred over three years in the past may not thereafter be used as a basis for, or in support of, any subsequent disciplinary proceedings if no subsequent disciplinary action of any kind has occurred during the three-year period.

3. UNION RIGHTS

3.1. PAYROLL DEDUCTIONS

3.1.1. The Housing Authority agrees to deduct from the biweekly wages of each Union Member and remit to the Union the authorized deduction for Union dues and assessments and for Union per capita payments.

3.1.1.1. Such authorized deduction must be individually and voluntarily executed in writing by the employee in a format agreed upon by the Housing Authority and the Union.

3.1.1.1.1. Such authorized deduction can be executed at any time during the life of this Contract to become effective on the first full pay period after a five day period of submission to the Finance Department.

3.1.1.1.2. For the duration of the Contract, the total amount to be deducted for Union dues will be withheld in equal installments on each of the first two pay periods of each month.

3.1.1.1.3. The Housing Authority agrees to continue to honor all such authorized deductions presently in effect.

3.1.1.2. Such authorized deduction shall remain in full force and effect during the life of this Contract between the Housing Authority and Union unless cancelled in writing by the employee in a format agreed upon by the Housing Authority and the Union.

3.1.1.2.1. Such cancellation can only be made during a 30-day period ending June 30 of any year.

3.1.1.2.2. If an organization other than the Union is certified as the new bargaining agent, then all deductions will cease and the certified bargaining agent shall assume any and all rights and obligations relative to representation.

3.1.1.2.3. The payment of dues deductions shall not be deemed by the Housing Authority of the City of Reno or the Local Government Employee/Management Relations Board to show majority support.

3.1.1.3. The Union will certify to the Housing Authority in writing any changes in the rate of membership deductions 30 days prior to the effective date of such change.

3.1.1.4. The employee's earnings must be regularly sufficient after required deductions are made to cover the amount of appropriate Union deductions. When the employee's wages are not sufficient to cover the full employee withholding, no Union deductions will be made.

3.1.2. The Housing Authority agrees to deduct from the biweekly wages of each Union member the authorized deduction for a Union-authorized insurance and benefit program, subject to the provisions of paragraphs 3.1.1.1. and 3.1.1.2., above, except that cancellation of such program may be made at any time to take

effect on the next full pay period after five days prior to submission to the Personnel Officer or his/her designee.

- 3.1.3. The Housing Authority agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the aforementioned bargaining unit(s) in favor of any other labor organization or organization representing employees for purposes of negotiation or providing for wages, hours and working conditions, and other fringe benefits for its members as long as Local 39 is certified as the bargaining agent.
- 3.1.4. The Union agrees to indemnify, defend and hold the Housing Authority harmless against any and all claims or suits that may arise out of or by reason of action taken by the Housing Authority in reliance upon any authorization cards submitted by the Union to the Housing Authority. The Union agrees to refund to the Housing Authority any amounts paid to it in error on account of the payroll deduction provisions upon presentation of proper evidence of error or mistake.
- 3.1.5. The Housing Authority agrees to deduct from the biweekly wages of each employee in the aforementioned Bargaining Unit(s) the authorized deduction of such funds as he/she may specify for the City of Reno Credit Union, Washoe County Credit Union, United Way, the authorized health plan or such other purposes as the Housing Authority may hereafter approve.

3.2. UNION COMMUNICATIONS

- 3.2.1. The Union may use Housing Authority conference rooms and similar building facilities for meetings with employees in the units it represents; may post material on bulletin boards provided to service employees in the units it represents; and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or as otherwise provided for in this Contract.
 - 3.2.1.1. Use of Housing Authority meeting facilities requires reasonable advance notice to the appropriate Housing Authority official and is subject to prior scheduling.
 - 3.2.1.2. The Union shall be entitled to reasonable use of the bulletin boards at work locations where they are established or where they may be located as agreed upon by the Union and the appropriate department director.
 - 3.2.1.3. Duly authorized representatives of the Union shall be permitted to enter offices to transact business within the scope of representation to observe conditions under which employees are employed and carry out their responsibilities; provided, however, that Union representatives shall, upon arrival at the facility, notify the Executive Director or his/her designee of the areas he/she wishes to visit and the reasons for the visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.
- 3.2.2. The Union may include notices in the individual employee mail slots.

3.3. UNION REPRESENTATION AND RELEASE TIME

- 3.3.1. The Housing Authority recognizes and agrees to deal with designated stewards and representatives of the Union on all matters relating to discipline, grievances and the interpretation, application or enforcement of the express terms of this Contract.
 - 3.3.1.1. The Union may designate two Chief Stewards and four Crew Stewards from the Housing Authority Non-Supervisory Bargaining Unit to be assigned as determined by the Union.
 - 3.3.1.2. The Union shall furnish the Housing Authority in writing with the names of all Representatives and Stewards immediately after their designation.
- 3.3.2. Upon the request of an aggrieved employee, a representative of the Union or the Chief Steward or his/her designee may investigate the specific grievance, provided that the employee is in the Chief Steward's assigned area of responsibility and the Chief Steward assists in its presentation.

- 3.3.2.1. A Steward shall be allowed up to eight hours per month, non-accruable, for this purpose during working hours without loss of pay, subject to prior notification and approval of their immediate supervisor.
- 3.3.2.2. If the Chief Stewards request to leave the work site, the notification shall be in writing and they shall keep to a minimum the time spent in fulfilling their duties.
- 3.3.3. It shall be the responsibility of all Chief Stewards or his/her designee to discuss first with the affected employee's immediate supervisor any question regarding interpretation or application of this Contract.
- 3.3.4. At the request of the Union, Chief Steward(s) may be allowed reasonable time off without loss of pay to represent the Union in meetings with any formal Housing Authority body or with representatives of the Housing Authority for purposes deemed appropriate by the Housing Authority and the Union.
- 3.3.5. At the request of the Union, Chief Steward(s) shall be allowed 16 hours Housing Authority release time without pay per fiscal year for Chief Steward's training, provided that the Housing Authority is given at least 30 days advance written notice.
- 3.3.6. Any employee who is a real party in interest or who is subpoenaed as a Union or Housing Authority witness in matters relating to employee-employer relations shall be released with pay by the Housing Authority for reasonable periods of time spent concerning such matters, provided that:
 - 3.3.6.1. The employee(s) has the prior approval of the Executive Director or his/her designee (such approval cannot be unreasonably denied).
 - 3.3.6.2. The time released with pay is during the employee's normally scheduled working hours.
 - 3.3.6.3. No overtime shall be paid as a result of an employee's participation in such matters.

4. MANAGEMENT RIGHTS

4.1. GENERAL PROVISIONS

- 4.1.1. All rights, functions and responsibilities of the Housing Authority not specifically modified by this Contract shall remain the vested functions of the Housing Authority.
- 4.1.2. This Contract is not intended to restrict discussion with the Union regarding matters within the scope of the Housing Authority's management rights.

4.2. SPECIFIC PROVISIONS

- 4.2.1. The Housing Authority is entitled to the sole right and authority to operate and direct the affairs of the Housing Authority in all its various aspects. Those rights include, but are not limited to, the following:
 - 4.2.1.1. 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.
 - 4.2.1.2. The right to reduce in force or lay off any employee because of the lack of work or lack of funds. In exercising this right, the local government employer shall comply with all other applicable provisions of the Nevada Revised Statutes, if any.
 - 4.2.1.3. The right to determine:
 - 4.2.1.3.1. Appropriate staffing levels and work performance standards except for safety considerations.
 - 4.2.1.3.2. The content of the workday including, without limitation, workload factors, except for safety considerations.
 - 4.2.1.3.3. The quality and quantity of services to be offered to the public; and

4.2.1.3.4. The means and methods of offering those services.

4.2.1.3.5. The safety of the public.

4.2.1.4. The right to maintain the efficiency of its governmental operations.

4.2.2. Notwithstanding the provisions of this Contract, the Housing Authority has the right 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.

5. GENERAL PROVISIONS

5.1. STRIKES AND LOCKOUTS

5.1.1. No lockout of employees shall be instituted by the Housing Authority during the term of this Contract.

5.1.2. The Union agrees that during the term of this Contract, neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the Housing Authority.

5.1.3. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

5.2. DISCRIMINATION

5.2.1. The Housing Authority will not unlawfully interfere with or discriminate in any way against any employee by reason of his/her membership in the Union or participation in any activity approved by this Contract, nor will the Housing Authority unlawfully discourage membership in the Union or encourage membership in any other employee organization.

5.2.2. The Union, in turn, recognizes its responsibility as exclusive bargaining agent and agrees to represent all employees without discrimination, interference, restraint, or coercion.

5.2.3. Complaints of Union discrimination shall be subject to the grievance procedure of Section 7, below. All other complaints of protected class discrimination may be addressed and shall be subject to Section 8, "Civil Rights/Prohibited Harassment Complaint," as stated and as it might be from time to time amended in the RHA's Personnel Procedures as well as any pertinent state or federal statutes, regulations and agency jurisdiction. These complaints of protected class discrimination are excluded from the grievance procedure, however, of Section 7.

5.2.4. The Housing Authority and Union shall share equally the responsibility for applying this provision of the Contract.

5.3. SAVINGS CLAUSE

5.3.1. In the event that any provision of this Contract is or shall be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall only invalidate that provision of the Contract.

5.3.2. It is the express intention of the Housing Authority and the Union that all other provisions not rendered invalid shall remain in full force and effect, and that the parties shall enter into negotiations to bring the invalid section or sections into compliance.

6. DISCIPLINE/DISCHARGE PROCEDURES

6.1. PURPOSE

6.1.1. To provide for an equitable and expeditious manner for the resolution of disputes arising from the imposition of discipline.

6.2. GENERAL PROVISIONS

6.2.1. Any employee involved in a discussion with his/her supervisor or management, who has reason to believe that discipline will result, shall have the right to request his/her Steward or Union Representative be present during the discussion. If the employee wishes to have Union representation during such discussions, it shall be his/her responsibility to make such wishes known and the Housing Authority shall make arrangements for the desired representation.

6.2.2. The Housing Authority agrees that no employee will be disciplined or discharged without just cause.

6.2.3. The Housing Authority and the Union agree that employee evaluations should not be used in lieu of disciplinary measures.

6.3. WRITTEN REPRIMANDS

6.3.1. Written reprimands shall only be subject to review through the Personnel Officer or his/her designee and not subject to arbitration.

6.3.2. Upon completion of the review, the Personnel Officer may withdraw, modify or affirm the written reprimand.

6.3.3. Within 30 calendar days of the final disposition by the Personnel Officer or his/her designee, the affected employee may submit a written statement responding to the reprimand and such statement shall be included in the official personnel file(s).

6.3.4. Such written responses shall remain in the official personnel file(s) for as long as the reprimand remains in file.

6.4. PRE-TERMINATION HEARING

6.4.1. Any regular employee being discharged shall not be removed from the payroll until after the completion of a pre-termination hearing before the Personnel Officer. The pre-termination hearing will be scheduled within 48 hours from the termination notice.

6.4.2. The purpose of a pre-termination hearing is for the employee to respond to the specific charges and present evidence on his/her behalf.

6.4.3. The employee will have the right to be represented at this hearing by a Union Representative.

6.5. APPEAL PROCESS

6.5.1. A regular employee who has been demoted or suspended without pay or discharged shall have the right to appeal such discipline through the Grievance and Arbitration Procedure (paragraph 7) herein.

6.5.2. All other disciplinary action may be appealed through Step 2 of the Grievance and Arbitration procedure.

7. GRIEVANCE AND ARBITRATION PROCEDURE

7.1. PURPOSE

7.1.1. This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Contract.

7.1.2. The purposes of this procedure are:

7.1.2.1. To resolve grievances informally at the lowest possible level;

7.1.2.2. To provide an orderly procedure for reviewing and resolving grievances promptly.

7.1.2.3. In the event the grievance process to Arbitration, the Arbitrator's fees and all costs, such as travel, shall be split equally between the parties to the Arbitration. The parties will bear their own attorney's fees and costs, apart from the costs and fee of the Arbitrator. If the parties desire to have a court reporter record the arbitration proceedings, the cost of the court reporter will be split equally, provided that should a party make any special request of the Court Reporter, such as an expedited copy of the transcript, the cost of the special request shall be borne by the requesting party. If only one party desires to have the proceedings recorded by a Court Reporter, the cost of the Court Reporter will be borne by the requesting party. Should any other party subsequently desire, however, to obtain a copy of a transcript of the proceedings, the cost of the procuring said transcript will be borne by the requesting party.

7.2. DEFINITIONS

7.2.1. A "grievance" is a dispute by one or a group of employees, or a dispute between the Union and the Housing Authority involving the interpretation, application or enforcement of the express terms of this Contract.

7.2.2. As used in this procedure, the term "party" means an employee, the Union or the Housing Authority.

7.3. TIME LIMITS

7.3.1. The parties agree that the time limitations defined in this Article of the Contract shall be adhered to. A violation of a prescribed time limitation of this Article of the Contract by any party will mean the grievance is forfeited by that party. The parties to this Contract may grant an extension of time to the requesting party if said extension request is in written form and approved in writing by the party receiving said request. A request for extension shall include the length of extension being requested.

7.4 PROCEDURES FOR FILING

7.4.1. All grievances, except those defined in Section 6, discipline/discharge procedures, and except as excluded by Section 5.2.3, above, will be processed in the following manner:

7.4.1.1. Step 1. Within 10 working days of the event giving rise to a grievance or knowledge thereof, the grieved employee will present the written grievance to his/her department director for review, with a copy to his/her Union Steward. The grieved employee may request representation by a steward or business representative at a hearing. The department director shall, within 10 working days of the filing or hearing of said grievance, whichever is later, render a written decision to the grievant.

7.4.1.2. Step 2. Within 10 working days of the written decision, in the event of disagreement with the response, the grieved employee may appeal the decision to the Executive Director. The grieved employee will present the written appeal to the Executive Director, with a copy to his/her Union Steward. The grieved employee may request representation by a steward or business representative at a hearing. The Executive Director shall, within 10 working days of the filing or hearing of said appeal, whichever is later, render a written decision to the grievant.

7.4.1.3. Step 3. In the event the parties are unable to resolve the dispute, either party to the Contract may request arbitration of an unresolved grievance. The party requesting arbitration shall notify the other party in writing of such intent within 10 working days of receipt of the Step 2 written response. The moving party shall request a list of seven arbitrators from the American Arbitration Association. Upon receipt of said list, the parties shall alternately strike names until one name remains to serve as arbitrator. The decision as to which party shall strike the first name from the list shall be determined by lot. The decision of the arbitrator shall be final and binding on the parties.

7.5 HOUSING AUTHORITY-INITIATED GRIEVANCE

7.5.1. In the event that the Housing Authority initiates a grievance against the Union, it will be forwarded in writing by the appointing authority to the Union.

7.5.2. Within five working days, the Housing Authority will schedule a meeting with the Union in an attempt to resolve the grievance.

7.5.3. Should the parties not be able to resolve the grievance at this meeting, the Union will have five working days to respond in writing.

7.5.4. Should no satisfactory agreement be reached, the Housing Authority may request arbitration pursuant to paragraph 7 commencing with paragraph 7.4.1.2 above.

8. HOURS OF WORK AND OVERTIME

8.1. HOURS OF WORK

8.1.1. Employees of the Housing Authority will normally work 8 hours per day, 5 days, 40 hours per week, 52 weeks per year, including authorized absences with pay.

8.1.2. A work day is defined as one 24-hour period commencing at the employee's reporting time and ending at the completion of their shift, inclusive of two fifteen (15) minute rest periods but exclusive of meal periods.

8.1.2.1. Such rest periods shall not be scheduled within one hour of the employee's starting time, quitting time or meal breaks, unless otherwise agreed to by the Housing Authority and the Union.

8.1.2.2. All employees normally shall be allowed a lunch period of not less than 30 minutes nor more than one hour, which shall be scheduled generally in the middle of the work shift.

8.1.2.3. Employees scheduled to work 8 hours must take a lunch period of no less than 30 minutes and no more than one hour generally in the middle of the work shift but no later than the sixth (6th) hour. Lunch breaks less than one hour must be preapproved by a supervisor. Such approval will not be unreasonably denied.

8.1.3. Employees working a 5 day, 40-hour week shall receive two consecutive days off in the work week unless otherwise approved by the employee and the Housing Authority or due to a regular work schedule change.

8.1.4. When an employee is required by the Housing Authority to attend training, the time spent in training (classroom training and/or compulsory homework assignments) shall be counted as hours worked. Training which takes place during off-duty hours with attendance voluntary is not hours worked.

8.1.5. Employees shall be given at least five working days written notice prior to a permanent change in their assigned hours of work, unless due to an emergency or unless mutually agreed to by the Housing Authority and the Union.

8.1.6. Notwithstanding paragraph 8.1.1 above, employees of a specific section, unit, division or department may work a modified workweek, subject to approval by the Housing Authority and the Union.

8.1.7. Nothing contained herein shall be construed as limiting or preventing the Housing Authority from establishing other work shifts when mutually agreed to by the Housing Authority and the Union.

8.2. OVERTIME AND COMPENSATORY TIME

8.2.1. The Executive Director or his/her designee may require an employee to work overtime.

8.2.2. Employees will be compensated only for overtime ordered by designated supervisory and/or management personnel.

8.2.3. Employees required to work in excess of 40 hours per week shall be compensated for such overtime with pay at one and one-half (1.5) times the employee's regular hourly rate for each quarter (.25) hour or major portion thereof or, at the request of the employee and with approval of the department director, by compensatory time off on the basis of one and one-half (1.5) hours off for each hour of overtime worked for each quarter (.25) hour or major portion thereof. Absence with pay shall be counted as time worked.

8.2.3.1. If the Housing Authority is unable to schedule and grant time off within six months from the date the overtime was performed, cash payment shall be made in lieu of compensatory time

8.2.3.2. Management will not be unreasonable in the scheduling of compensatory time and will consider the employee's request and the operating demands.

8.2.3.3. No employee shall be permitted to accumulate over 10 days or 80 hours of compensatory time.

8.2.4. Part-time employees shall be compensated for overtime at their regular hourly rate for each hour worked in excess of their normal workday or week; provided, however, for work performed in excess of 40 hours per week, they shall be compensated as provided in paragraph 8.2.3.

8.2.5. Employees who work overtime shall promptly and accurately report such time in the manner prescribed by the Housing Authority.

8.2.6. The Housing Authority agrees to make a reasonable effort to distribute overtime among employees in the same work unit insofar as circumstances permit.

8.2.7. The Housing Authority agrees to make a reasonable effort in assigning overtime work to employees on a voluntary basis if practical.

8.2.8 All overtime work will be assigned at the beginning of the workday whenever reasonable and practical.

8.2.9. Employees required to work on a holiday shall receive, in addition to straight time pay for the holiday, overtime compensation pay at one and one-half (1.5) times the employee's regular hourly rate for each quarter (.25) hour or major portion thereof.

8.3. CALL-BACK ASSIGNMENTS

8.3.1. Any employee called in to work from an off-duty status before 10 p.m. or after 6 a.m. shall be compensated a minimum of 2 hours pay at the overtime rate, calculated portal-to-portal, unless the call-back merges with the employee's regular shift.

8.3.2. Any employee called in to work from an off-duty status between the hours of 10 p.m. and 6 a.m. shall be compensated a minimum of 3 hours pay at the overtime rate, calculated portal to portal.

9. SALARY

9.1. SALARIES

9.1.1. SALARIES (7 STEP)

Effective July 1, 2020, a salary increase of three and one half percent (3.5%) shall be paid as provided in Appendix B (FY 2020 SALARY SCHEDULE FOR BARGAINING UNIT EMPLOYEES) effective for the term of this contract expiring June 30, 2021. All employees shall retain their current step.

9.1.2. Effective on the employee's anniversary date and upon successful completion of requirements in Appendix C, all employees shall receive compensation at the next higher step.

9.1.3. Merit increases are dependent upon completion of personnel evaluations. The evaluations shall be completed on or before the employee's anniversary date of hire. In the event the evaluation is not issued on or before the anniversary date, the merit increase will go into effect on the employee's anniversary date of hire.

9.1.4. Such an increase will be issued on a temporary basis subject to completion of the annual review.

9.1.5. Should the review determine that the employee is not entitled to the merit increase, payment will stop the day after the review is conducted with the employee.

9.2. SALARY PAYMENT

9.2.1. All employees shall be paid on each biweekly Wednesday with salary computed through the preceding Sunday.

9.3. SALARY ADMINISTRATION

9.3.1. Administration, Regular Status and Probationary Period

9.3.1.1. The Executive Director or his/her designee shall be responsible for the administration of salaries in accordance with the provisions of paragraph 9.

9.3.1.2. Those classifications in Appendix A shall have a six-month initial probationary period.

9.3.1.3. Those classifications which have a six-month probationary period may be changed by mutual consent of the Housing Authority and the Union.

9.3.2. Salary Rate Upon Initial Appointment

9.3.2.1. Upon initial appointment, the entry rate will be the minimum rate of the range for the class of the position involved.

9.3.2.2. In exceptional cases where an applicant for a position may have qualifications distinctly above and beyond the minimum qualification requirements for the class, or in cases where recruiting efforts have failed to fill a position at the minimum rate, the Executive Director or his/her designee may authorize entrance at a rate above the minimum rate.

9.3.2.3. In cases of inability to recruit at the minimum, any current employees in positions of the same class whose rates are below the rate established as entrance rate shall have their pay adjusted to the rate at which the position was finally filled.

9.3.2.4. Upon successful completion of one year total service in that classification, an employee shall receive one full step increase.

9.3.2.5. Upon successful completion of a 12-month initial probationary period, an employee shall receive one full step increase.

9.3.3. Salary Rate Upon Promotion

9.3.3.1. Upon promotion to a position of a higher class, the employee's rate shall be the minimum rate of the range of the new position to which promoted, or that rate and step within the range which is equivalent to 5% rate increase (7 step).

9.3.3.2. Upon promotion to a position of a higher class, the employee shall serve a probationary period, otherwise referred to herein as "promotional probationary period," of six months, except Housing Manager who will serve a 12-month promotional probationary period.

9.3.3.3. Employees promoted to a position of a higher class prior to completion of their initial probationary period will be required to complete the initial probationary period before regular status will be granted in the higher classification. Initial probation may be served concurrently with promotional probation. In any case where an employee has served 12 months in an initial probationary status, he/she shall be considered a regular employee of the Housing Authority.

9.3.3.4. Upon successful completion of one year of satisfactory service from date of promotion, excluding overtime, an employee shall receive a one-step salary increase.

9.3.3.5. Upon successful completion of a 12-month promotional probation period, an employee shall receive one full step salary increase.

9.3.3.6. Upon promotion to a position of a higher class or transfer to a position in the same class, the employee's anniversary date shall become the effective date of promotion.

9.3.4. Salary Rate Upon Transfer to a Position in the Same Class

- 9.3.4.1. Upon transfer to a position in the same class, the employee's rate shall be the rate and step within the range which, is equivalent to the former rate. The employee's anniversary date shall remain the same as if there had been no transfer.
- 9.3.4.2. Employees transferred to a position in the same class prior to completion of their initial probationary period will be required to complete the initial probationary period before regular status will be granted in the transferred classification. In any case, where an employee has served 12 months in an initial probationary status, he/she shall be considered a regular employee of the Housing Authority.

9.3.5. Salary Rate Upon Demotion

- 9.3.5.1. Upon involuntary demotion, the rate of pay in the lower range shall be set by the appointing authority.
- 9.3.5.2. Upon demotion for failure to complete a promotional probationary period, the employee shall be placed in their former range position at their previous rate if a vacancy exists in their former classification. The Housing Authority will make every reasonable effort to place an employee in their former position or any vacant position they are deemed by the Housing Authority qualified to fill. If a vacancy does not exist, the employee will be subject to layoff and recall provisions of this agreement. A seven day advanced written notice of the failure to successfully complete probation and resultant demotion will be given.
- 9.3.5.3. Upon demotion at the request of the employee, salary shall be reduced corresponding to the rate last held by the employee in the lower range prior to his/her promotion from that level, but shall be increased by any step increases the employee would have received.

9.3.6. Performance Step Increase

- 9.3.6.1. An employee who successfully completes one year of satisfactory service, excluding overtime, after initial appointment or promotion to a position, shall be eligible for an increase and yearly thereafter, if appropriate, based upon the completion of successive one-year periods, excluding overtime. (All employees previously hired under the 9- step salary schedule, will revert to the 7- step salary schedule upon their next scheduled annual review of satisfactory service and receive the next corresponding rate of pay step increase. Employee pay will not be reduced due to the merger from the 9-step to 7-step process).
- 9.3.6.2. To be eligible for a performance step increase, after paragraph 9.1 has been complied with, the employee must meet a satisfactory level of performance and competence.
- 9.3.6.3. If the advancement is delayed due to any performance or competence considerations, the effective date of salary increase will also be delayed. However, if the delay was due to clerical or administrative delay or mistake, the proper adjustment shall be made retroactive to the date it was due.
- 9.3.6.4. In the event that an employee is denied a performance step increase, the employee and the Union will be informed in writing of the specific reasons for such denial within five days of such denial.
- 9.3.6.5. Management will not be arbitrary or capricious in the denial of a performance step increase.
- 9.3.6.6. Except for exceptional performance approved by the Executive Director, performance step increases shall be one full step except in the case of probation as provided in Appendix C.
- 9.3.6.7. For exceptional performance, the Executive Director may approve a two-step increase.

9.4. REQUEST FOR JOB RECLASSIFICATION

9.4.1. Any employee may request a job reclassification.

- 9.4.1.1. This request must be in writing and submitted to the department director through the employee's immediate supervisor.

9.4.1.2. Upon receiving a written request for reclassification, the department director will submit it, along with his/her written detail of facts and recommendation, to the Executive Director.

9.4.1.3. Personnel shall study such request and report findings and recommendations to the Executive Director.

9.4.1.4. The Executive Director shall make the final decision.

9.4.2. There is no appeal of the Executive Director's final decision.

9.5. LIVE-IN EMPLOYEES

9.5.1. If, in the performance of his/her job, a Housing Authority employee resides on site, the Housing Authority will provide the unit.

9.5.2. The employee will not be eligible for shift differential pay.

9.5.3. The employee will be paid at the overtime rate for off-duty hours worked in excess of 10 hours per week.

9.6. SALARY WHEN ASSIGNED IN-CHARGE/SALARY WHEN WORKING IN A HIGHER CLASSIFICATION

9.6.1. Salary When Assigned In-Charge

9.6.1.1. An employee who is assigned in charge of another employee of the same pay grade shall be paid a 5% premium when so assigned.

9.6.1.2. In order to qualify for the additional compensation, the assignment shall be for a minimum of five consecutive workdays.

9.6.1.3. Such assignments shall be in writing by the department director.

9.6.1.4. An employee will return to his/her former rate of pay when assignment to a higher classification terminates.

9.6.2. Salary When Working in a Higher Classification

9.6.2.1. Any assignment above an employee's normal assigned duties shall not exceed a consecutive six-month period.

9.6.2.2. An employee so assigned is eligible to receive either a maximum of 5% above his/her present rate of pay or the entry level salary for the classification to which assigned, whichever is greater.

9.6.2.3. Such assignments shall be in writing by the department director.

9.7. LICENSES AND FEES

9.7.1. Any employee who is required as a condition of continued employment to drive an agency vehicle must possess a valid driver's license from state of residence. If the employee's driver's license is suspended, expired or revoked, it is the responsibility of the employee to notify the Housing Authority immediately. Failure to notify the Housing Authority in writing no later than five calendar days after occurrence shall be cause for disciplinary action up to and including immediate dismissal.

9.7.1.1 Such employees shall be required to furnish a copy of their DMV driving record each year during the month of their birthday for the most recent 12 months for the Housing Authority's review. The Housing Authority will not retain a copy unless such record reflects derogatory driving information resulting in six (6) or more driving demerits during the most recent 12 months. Documented costs of obtaining such records shall be reimbursed up to a maximum of Fifteen (15) dollars per year. Failure to provide their DMV driving record may result I disciplinary action.

9.7.2. An employee whose license has expired shall have five working days to renew said license.

- 9.7.3. An employee whose license has been suspended or revoked must obtain a valid driver's license for work purposes within 45 days of the date of the suspension. The employee will be suspended without pay until a valid driver's license for work purposes has been obtained or the 45 days have expired, whichever comes first.
- 9.7.4. Failure to comply with paragraphs 9.7.1, 9.7.1.1, 9.7.2, or 9.7.3 above may result in the Housing Authority taking one of the following actions:
 - 9.7.4.1. Transfer or demotion to a classification that does not require driving a vehicle, if the employee is qualified for a classification and if a vacancy exists, or
 - 9.7.4.2. Subject to lay-off and recall in accordance with recall provisions in this Contract.
- 9.7.5. If an employee's position or work duties require either a special license (with the exception of a driver's license) or other certification, the Housing Authority shall pay any fees associated with such special license or certification, including any certification fee, physical examination, and other examination or license fees. Upon request, and with the approval of the Executive Director, these provisions shall apply to license and/or certification renewals. It is understood that the Housing Authority determines or affirms whether the license or certificate is required.

9.8. BENEFIT ELIGIBILITY

9.8.1. Definition of Continuous Service

- 9.8.1.1. Service commencing the first day of employment in a regular position within the Bargaining Unit until voluntary separation.
- 9.8.1.2. Authorized unpaid leaves of absences of more than 10 consecutive workdays will be deducted from continuous service.
- 9.8.1.3. Any suspension time not reversed by the Housing Authority will be deducted from continuous service.
- 9.8.1.4. Any absence without authorized leave of three consecutive workdays shall cause an interruption in an employee's service with the Housing Authority.

9.8.2. Continuous Service

- 9.8.2.1. A continuous service date shall be computed for each employee and will be a part of the service record.
- 9.8.2.2. This date will be adjusted based on continuous service and will be used to calculate increased entitlement to annual leave and sick leave based upon successive one-year work periods, excluding overtime.

9.8.3. Regular Part-Time Employees

- 9.8.3.1. Any employee filling a regular part-time position of more than 20 hours per week will receive a pro-rata accumulation of sick leave, annual leave, on-the-job injury pay, etc.
- 9.8.3.2. In addition, the Housing Authority will contribute the pro-rata share of holiday pay, insurance, uniform allowance (where applicable), tuition reimbursements, etc.
- 9.8.3.3. Such pro-rata contributions shall be based on the employee's regularly scheduled shift.
- 9.8.3.4. If an employee is absent from work, he/she will have charged to the appropriate leave the pro-rated hours. For example, an employee working 20 hours per week who is sick one day will be charged 4 hours sick leave.

10. ALLOWANCES AND REIMBURSEMENT

10.1. UNIFORM ALLOWANCE

- 10.1.1. Any employee who is required by virtue of the duty of employment, or by request of his/her department director, to wear a uniform designated by the Housing Authority and which is not furnished by the Housing Authority, shall be paid a uniform allowance in addition to other compensation.
- 10.1.2. The uniform allowance for such employees in the Housing Authority shall be at the rate of Three Hundred Fifty Dollars (\$350.00) per year paid semi-annually with the final payroll during the month of December and the month of June each fiscal year.
- 10.1.3. This uniform allowance shall cover the full cost of original purchase, replacement and upkeep of said uniform during the time of employment with the Housing Authority.
- 10.1.4. In lieu of the uniform allowance provided for in Article 10, the Housing Authority may elect to furnish either directly or through contract facilities the required uniform, replacement and upkeep services.
- 10.1.5. Coveralls and/or other protective clothing shall be provided by the Housing Authority when required by either Nevada OSHA and/or recommended by the Housing Authority's Safety Inspector according to Article 21. In the event work being performed requires heavier work pants than those furnished by uniform supplier, such as Carhartt brand or similar an employee may elect to purchase and maintain heavier work pants with prior approval by the Housing Authority and submit receipts for reimbursement of costs up to \$150 quarterly.
- 10.1.6. Upon termination from Housing Authority employment, the department director will require the employee to return to the Housing Authority any uniform or parts thereof in his/her possession at the time of termination.

10.2. TOOLS

- 10.2.1 Maintenance employees (Maintenance II/Maintenance Technician, Maintenance I) shall provide the necessary tools and equipment required for the routine performance of job duties (see Appendix D — Tool List).
- 10.2.2. The Housing Authority will provide a tool allotment of \$300 per year for Maintenance I employees and \$350 per year for Maintenance II/Maintenance Technician employees. The annual payment will be made on or before the 15th of July of each year.
- 10.2.3 If tools are stolen from the Housing Authority premises the tools shall be replaced by the Housing Authority in an amount not to exceed \$1,500. To be eligible for this replacement, the employee must demonstrate that the tools had been properly stored and secured, and the police report must indicate that there was evidence of unlawful entry. This replacement provision shall only apply to tools described in Appendix D.

10.3. MILEAGE

- 10.3.1. Any employee required to use personal vehicle for official business shall be paid by the Housing Authority at a rate not to exceed the current rate per mile authorized by the Internal Revenue Service for such mileage. Use of personal vehicle must be approved in advance by the employee's supervisor.

10.4. BILINGUAL PAY

- 10.4.1 Any employee that translates as a requirement of their position will received fifteen dollars (\$15.00) per pay period, regardless the number of translations, if requested to translate for a participant of a RHA program during the course of a regular work shift. The employee will be required to complete the Employee Translation pay request form. This form must be signed by the department Director and submitted with the employee's corresponding time card in order to receive Bilingual Pay.

11. HOLIDAYS

11.1. OBSERVANCE

- 11.1.1. Every employee shall be entitled to a day off from work on the following holidays during each year:
 - 11.1.1.1 New Year's Day (January 1)
 - 11.1.1.2 Martin Luther King's Birthday (third Monday in January)
 - 11.1.1.3 Washington's Birthday (third Monday in February)
 - 11.1.1.4 Memorial Day (last Monday in May)
 - 11.1.1.5 Independence Day (July 4)
 - 11.1.1.6 Labor Day (first Monday in September)
 - 11.1.1.7 Nevada Day (last Friday in October)
 - 11.1.1.8 Veteran's Day (November 11)
 - 11.1.1.9 Thanksgiving Day (fourth Thursday in November)
 - 11.1.1.10 Family Day (day after Thanksgiving)
 - 11.1.1.11 Christmas Day (December 25)
 - 11.1.1.12 And upon any other day that may be declared a holiday by the Mayor, the State Legislature, the President of the United States or the Housing Authority Board of Commissioners. Any such "declared" holiday including by "Executive Order" by the President shall be approved by the Housing Authority Board of Commissioners. The Board of Commissioners shall not unreasonably withhold approval of such holiday.
 - 11.1.1.13 After completion of the employee's initial probation period, each employee shall be entitled to one additional annual holiday of their choosing. Employees must obtain prior written approval for the use of the floating holiday from their supervisor in accordance with the annual leave policy. The Floating Holiday must be within the current fiscal year, or be lost. Only one Floating Holiday may be used during the current fiscal year.

11.1.2. To be eligible for holiday pay, an employee must be on the active payroll of the Housing Authority and must have worked his/her full regularly scheduled workday before and after the holiday, unless excused by the Housing Authority in an approved paid time off status (annual, sick or bereavement leave).

11.1.3. For employees regularly scheduled a Monday-Friday work week, whenever one of these holidays falls on a Saturday, the preceding Friday will be observed as the holiday. Should it fall on a Sunday, the following Monday will be the holiday.

11.1.4. For employees regularly scheduled on another-than Monday-Friday work week, should the holiday fall on his/her first non-workday, the previous workday will be observed as that holiday. Should the holiday fall on his/her second non-workday, the following workday will be observed as that holiday.

11.2. HOLIDAY PAY

11.2.1. Should any employee be required by order of his/her department director to work on any of the above-named holidays, if eligible for holiday pay, in addition to this holiday pay he/she shall receive one and one-half (1.5) times his/her regular hourly rate of pay for each hour or major fraction worked, up to a maximum number of hours equal to the number of hours he/she is regularly scheduled for a normal workday.

11.2.2. Pay for a holiday worked will be added to the payroll for the period within which the holiday falls.

12. VACATION

12.1. All employees shall commence to accrue annual leave at the start of the first pay period occurring after 30 days of employment. The earned vacation for all regular full-time employees shall be based on years of service as a regular full-time employee with the Housing Authority, and shall be as follows:

<u>Years of Continuous Service</u>	<u>Vacation Hours Earned per Biweekly Pay Period</u>
Less than 5 years	4
5 years, less than 10 years	5.5
10 years, less than 15 years	6.5
15 years, less than 20 years	8
20 years or more	9

- 12.2. Vacation credits shall accrue for each pay period the employee is in full pay status more than 50% of his/her regularly scheduled biweekly hours.
- 12.2.1. Vacation shall be charged on the basis of one hour for each full hour or major portion of an hour of vacation taken.
- 12.2.2. Vacation taken during a biweekly period shall be charged after vacation earned during that pay period is credited.
- 12.2.3. Holidays, as enumerated in this Contract, occurring within the vacation period will not be counted as vacation days.
- 12.2.4. Sick leave will not be granted in lieu of vacation time.
- 12.3. When vacations may be taken shall be determined in advance by the department director after considering the needs of the Housing Authority and the wishes and seniority of the employees. Vacation leave requests will be processed timely when possible, so that an employee will normally have a written decision within five working days.
- 12.4. Regular full-time employees who have completed their initial probationary period who leave the employment of the Housing Authority for any reason shall be compensated for earned vacation benefits accrued at the time of such departure from the Housing Authority's employment. Probationary employees will only be compensated for hours worked.
- 12.5. An employee's vacation accrual shall be the maximum vacation he/she can earn in a two-year period (52 pay periods).
- 12.6. An employee with ten (10) years of service or more is eligible to cash out up to 40 hours of accrued vacation leave if, as of November 1 of any given year he/she has accrued 75% or more of the maximum number of hours which can be accrued for their years of service. Requests for cashing out will be submitted in writing to the Director of Administration no later than November 30th and will be paid in the next available pay period.

Years of Service	Maximum Number of Hours Which Can be Accrued
10 years but less than 15 years	338
15 years but less than 20 years	416
20 years or more	468

13. LEAVE OF ABSENCE

- 13.1. Leave of absence will only be granted if recommended by the department director and subsequently approved by the Executive Director.
- 13.2. If the leave of absence is not approved by the Executive Director, there shall be no appeal.

14. SICK LEAVE

- 14.1. All employees shall be entitled to accrue sick leave at the start of the first pay period occurring after 30 days of employment without limitation at the following rates:

<u>Regularly Scheduled Hours/Week Period</u>	<u>Sick Leave Earning Rate/Biweekly Pay Period</u>
40 hours	4.0 hours

- 14.2. Sick leave credits shall accrue for each pay period the employee is in full pay status for a minimum of one-half (.5) of his/her regularly scheduled biweekly hours. Sick leave accumulation shall be capped at 1,500 hours maximum.

14.3. Sick leave shall be an absence from work by reason of illness, injury or death under the following circumstances:

14.3.1. Sick leave may be granted only as a result of:

14.3.1.1. Illness or injury of the employee;

14.3.1.2. Illness or injury of any relative within the third degree of consanguinity or affinity (consanguinity is defined as kinship to include blood relationship, whereas affinity is the connection existing in consequence of marriage), spouse, parent, child, grandparent, brother, or sister, or grandchild, adopted child and stepchild that reside with the employee; or

14.3.1.3. Death of any relative defined above.

14.3.2. In the event of a death in the immediate family as defined in 14.3.1.2 above, an employee shall be granted consecutive days off with pay to attend the funeral or services as provided below:

14.3.2.1. If attending services in town, up to three days may be taken as Bereavement Leave and shall not be deducted from the employee's sick leave.

14.3.2.2. If attending services out-of-town beyond 400 miles of Reno, up to five days may be taken of Bereavement Leave and shall not be deducted from the employee's sick leave.

14.4. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken.

14.4.1. Holidays occurring during sick leave periods shall not be counted as sick leave.

14.4.2. Sick leave taken during a biweekly pay period shall be charged after sick leave earned during that pay period is credited.

14.5. If an employee does not have adequate accrued sick leave time, the department director may grant the use of accrued vacation time in lieu thereof.

14.6. An employee shall notify the Housing Authority of their intention of being absent due to illness, injury or other authorized reason.

14.6.1. The department director may require the employee to provide a written doctor's statement before sick leave may be granted.

14.6.2. Additional documentation may be required of the employee, depending on the seriousness of the disability.

14.6.3. Such documentation will include a statement of the problem, a prognosis for recovery, and any work limitations.

14.7. All leave without pay must be pre-approved by the Executive Director. In the event an employee calls in sick, but does not have the adequate sick or annual leave, this will constitute an absence without authorization and will be subject to disciplinary action after two incidents, if a doctor's note or equivalent is not provided.

14.8. Upon termination of employment, an employee who has been notified in writing of successful completion of his/her initial probationary period shall be compensated for accrued sick leave at the rate of one hour pay at his/her regular hourly rate for every two hours of sick leave accrued, up to a maximum accrual of 500 hours. Employees with 25 or more years of service shall be compensated for accrued sick leave at the rate of 75% payout. Probationary employees will not be compensated for accrued sick leave.

15. SICK LEAVE FOR MATERNITY

Nothing contained in this Collective Bargaining Agreement should be construed to be inconsistent with applicable Federal and State law, including but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Pregnancy Discrimination Act, the Equal Pay Act, the Family Medical Leave Act, the Age Discrimination in Employment Act and the Americans with Disabilities Act, and their State law counterparts, if any. To the extent that any clause or provision of this Agreement might be considered in conflict with any of these Federal laws and their State law counterparts, the Federal law or State law is

controlling, provided, however, that to the extent that the Agreement provides greater benefits for the employee, the Agreement is controlling.

15.1. The Housing Authority will match up to three (3) weeks paid maternity / paternity leave for each week of employee sick / annual leave taken for non-probationary employees. An employee is entitled to use accrued sick leave for maternity / paternity regardless of the type of delivery or results of pregnancy if the provisions specified in the following paragraphs 15.1.1 through 15.1.7 inclusive, are fully complied with.

15.1.1. If, after exhausting her accumulated sick leave, an employee requires additional time off from work, accumulated vacation shall be granted. If additional time is required, leave without pay may be granted by the Housing Authority if it is considered to be justifiable.

15.1.2. Sick leave for maternity may be taken for six weeks or until released by the physician to return to work. The decision as to when such leave begins or ends shall be made by the employee with the approval of the department director, accompanied by the approval of the employee's personal physician or physician designated by the department director.

15.1.3. Sick leave for maternity shall not be used for infant care or for the conditions of pregnancy which do not incapacitate the employee for duty.

15.1.4. Pregnancy shall not jeopardize an employee's job or seniority except for leave without pay. She shall be responsible for reporting the pregnancy as soon as it is an established fact so that steps may be taken to protect the employee's health or modify her working conditions and in order that the necessary staffing adjustments may be planned.

15.1.5. The failure to report for assignment at the expiration of a maternity leave shall be considered as a resignation.

15.1.6. In every case, an employee shall submit a written report from her physician to the department director as to the anticipated dates of absence and a second report stating that she is physically able to return to work as of a given date.

15.1.7. Paragraph 15 shall be automatically amended to conform to Federal guidelines to the extent such guidelines now or in the future exceed these benefits.

16. JURY DUTY

16.1. Any employee required by legal process to serve on any jury shall receive his/her regular salary as though he/she were actually on the job during this time, provided that he/she remits such jury fees to the Authority for deposit into the general fund of the Housing Authority.

16.2. Any employee appearing on jury duty during scheduled days off shall retain any witness fees, but will not receive regular salary.

16.3. Any employee working other than a day shift appearing for jury service shall have the jury service time counted as time worked on that workday.

16.4. Employees receiving summons for jury service shall immediately notify their department director to make the necessary scheduling changes.

16.5. If the employee is not selected for jury service or is released early, he/she shall report back to his/her department to resume work for the remainder of the day shift.

17. MILITARY LEAVE

17.1. Any employee who is an active member of any 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 15 working days in any one calendar year.

17.2. Any such absence shall not be deducted from the employee's accrued vacation.

18. ON-THE-JOB DISABILITY LEAVE

18.1. Whenever an employee, other than a temporary or seasonal employee, is injured while on duty with the Housing Authority, and the injury prevents the employee from performing his/her normal full-time duties, the Housing Authority shall pay full salary to the employee for a period of up to, but not exceeding, 30 calendar days from the date of absence from work.

18.1.1. During this period, the employee shall not forfeit any accrued sick leave.

18.1.2. Upon expiration of 30 calendar days after the on-the-job injury, if the employee is still unable to work, and the industrial injury compensation is less than full compensation, he/she may elect to utilize accrued sick leave. The difference, if any, will be equally shared by the Housing Authority and the employee.

18.1.3. To be entitled to the benefits of paragraph 18, the employee shall return to the Housing Authority all disability payments made by the Workers Compensation Carrier covering the period(s) enumerated in paragraph 18.1.

18.1.4. Holidays occurring during an injury leave will not be counted as part of the 30 calendar days in paragraph 18.1.2 above.

18.2. When accrued sick leave has expired, if the employee is still unable to work, except for total accumulated vacation time pay, the employee shall receive no additional compensation from the Housing Authority.

18.3. When receiving disability benefits from the Workers Compensation Carrier, an employee shall not accrue sick leave and/or vacation.

18.4. Whenever medically and administratively feasible, the Housing Authority will provide light duty work.

18.4.1. The Housing Authority may send, at the Housing Authority's expense, an injured worker to its physician to ascertain whether or not light duty work is physically harmful to the employee.

18.4.2. The employee has the right to seek, at the employee's expense, a second opinion if the employee disagrees with the findings of the Housing Authority's physician.

19. HEALTH AND WELFARE

19.1. HOUSING AUTHORITY CONTRIBUTIONS

19.1.1. The Housing Authority will pay 100% of the employee only cost for each full-time regular employee and for each qualified part-time employee on a pro-rata basis (pursuant to the benefit eligibility section of the Salaries paragraph 9.8) for any of the insurance plans set forth in paragraph 19.2 unless otherwise stated below. If the employee elects employee and spouse coverage, or employee and dependent coverage or employee and family coverage the Housing Authority will pay the following percent share of health costs for the coverage category selected by the employee:

19.1.1.1 Employee only coverage – 100%.

19.1.1.2 Employee and dependent coverage – 75% of the total combined premium for the employee and dependent(s).

19.1.1.3 Employee and spouse/domestic partner coverage – 75% of the total combined premium for the employee and spouse/domestic partner.

19.1.1.4 Employee and family (domestic partner) coverage - 75% of the total combined premium for the employee and family. This payment contribution plan is effective commencing July 1, 2016.

- 19.1.2. Should an eligible employee be a dependent of another eligible Housing Authority employee, then that employee may, at their option, be covered as a dependent on the other Housing Authority employee's health, dental and life plan and exercise the same benefit as put forth in 19.1.1 above.
- 19.1.3. As to those employees who presently have dependents enrolled under a participating insurance program, the Housing Authority will pay 75% per month for the total combined cost of the employee premium and dependent coverage premiums as listed above for each full-time regular employee and for each qualified part-time regular employee on a pro-rata basis (pursuant to the benefit eligibility section of the Salaries paragraph 9.8) for any of the insurance plans set forth in paragraph 19.2.
- 19.1.4. As to those employees who do not presently have dependents enrolled under a participating insurance program, effective upon adding dependents during an open enrollment period for the respective plans, the Housing Authority will pay 75% per month for the total combined cost of the employee premium and dependent coverage premiums as listed above for each full-time regular employee and for each qualified part-time employee on a pro-rata basis (pursuant to the benefit eligibility section of the Salaries paragraph 9.8) for any of the insurance plans set forth in paragraph 19.2.

19.2. HEALTH, DENTAL, VISION AND SUPPLEMENTAL AND LIFE PLANS

- 19.2.1. The following insurance programs shall be made available to all employees as set forth in paragraph 19.1.:
- Hometown Health Plan, a Health Maintenance Organization plan
 - The Reno Plan - City of Reno Self-Funded Plan
 - Other plans which may be offered through the City of Reno
 - Other plans which may be offered by the Union, providing the costs do not exceed those of the City of Reno Self-Funded Plan
 - Life insurance
- 19.2.1.1. The Housing Authority shall provide, as part of the coverage provided in paragraph 19.1 above, life insurance equal to employee's base annual salary rounded to the nearest \$1,000 to each full-time regular employee and each qualified part-time employee.
- 19.2.1.2. The Housing Authority shall provide a life insurance benefit in the amount of \$10,000, as allowable by the insurance carrier for all retired employees regardless of the type of retirement.
- 19.2.2. All employees, as set forth in paragraph 19.1., shall be covered by and the Housing Authority contributions made for the plan(s) of his/her choice on the first of the month following the employee's 30 days of continuous full-time employment.
- 19.2.3. Specific medical insurance and health plan benefits are not set forth in this Contract.
- 19.2.3.1. It is understood that the plans themselves do, from time to time, initiate changes in benefits and these changes may affect the plan costs.
- 19.2.3.2. The Housing Authority assumes no responsibility for replacement of benefits which may be changed by any plan.
- 19.2.4. 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.
- 19.2.4.1. The Housing Authority is not responsible for the replacement of benefits which may be reduced, eliminated or made more expensive as a result of coordination with Medicare.
- 19.2.4.2. The Housing Authority contributions are not payable toward contributions an employee is required to make to the federal government for Medicare coverage.
- 19.2.5. It is understood that Major Medical Plans can only be changed during open enrollment periods as announced by the Housing Authority. Open enrollment will occur annually.

19.3. VISION PLAN. The Housing Authority will pay 100% for each full-time regular employee and for each qualified part-time regular employee on a pro-rata basis (pursuant to the benefit eligibility section of the Salaries paragraph 9.8) for the vision plan provided. Each employee may elect to have dependent coverage on the vision plan at their own expense. The Housing Authority will not contribute any funds toward dependent coverage. To be eligible for the vision plan the employee and their dependents must be enrolled in a health and dental plan as described in 19.2.1.

19.4 Any employee concerned about potential exposure to Hepatitis "A" and "B" because of job related activities and obtains the full series of shots for those will be reimbursed by the Housing Authority for the out-of-pocket costs.

20. RETIREMENT

20.1. For regular employees covered by this Contract, the Housing Authority shall pay to the Public Employees Retirement System of Nevada (PERS) the full amount of the retirement contribution at the rate in effect according to State Law.

21. SAFETY AND HEALTH

21.1. OBJECTIVE

21.1.1. The Housing Authority shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

21.1.2. The Union shall have the ability to appoint two Union members to the Safety Committee and ideally the Safety Committee shall consist of a minimum of four employees from various departments.

21.2. PROTECTIVE GEAR AND EQUIPMENT

21.2.1. When it is determined by the Housing Authority that specific protective devices, wearing apparel, and other equipment necessary to protect an employee from injury or exposure is reasonable and prudent, the Housing Authority shall furnish such devices, apparel and/or equipment, which may include, but shall not be limited to, coveralls, safety boots, safety glasses and rain gear.

21.2.2. In lieu of furnishing the specified items of safety boots, and RX safety glasses, the Housing Authority may elect to reimburse covered employees up to One Hundred and Twenty-Five Dollars (\$125.00) annually for safety boots and up to seventy-five dollars (\$75.00) for RX safety glasses as governed by the replacement provisions below. In order to be eligible for reimbursement as provided in paragraph 21, the employee must submit proof of purchase with his/her claim.

21.2.3. When replacement of any item provided pursuant to paragraph 21 is required due to normal wear, such replacement shall be at the Housing Authority's expense. When replacement of any item is required as a result of an employee's negligence or misconduct, such replacement shall be at the employee's expense.

21.3. INSURABILITY

21.3.1. The Housing Authority and the Union agree that the cost to insure an employee required to operate a vehicle in the performance of his/her job duties should be borne by the Housing Authority. However, if the cost of such insurance is increased by the driving record of an individual employee, the employee will be required to take one of the following actions:

21.3.1.1. Provide insurance at their expense which will provide adequate coverage for the employee and the agency.

21.3.1.2. Transfer or demote to a classification that does not require driving a vehicle, if the employee is qualified for that classification and if a vacancy exists.

21.3.1.3. Subject to lay-off and recall in accordance with the recall provisions in this Contract.

22. CAREER DEVELOPMENT

22.1. TRAINING COURSES

22.1.1. An employee will be reimbursed for educational training courses pursuant to the following conditions:

22.1.1.1. The training must be directly related to the required skill or education for the employee's current position, not reimbursement merely for promotion preparation.

22.1.1.2. Only a regular full-time employee who has been so employed for at least one year will be eligible for reimbursement.

22.1.1.3. Reimbursement must be recommended prior to educational training by his/her department director with final approval by the Personnel Officer.

22.1.1.4. Reimbursement will not occur for any portion of the cost assumed by any other source.

22.1.1.5. Reimbursable expenses shall be restricted to tuition, course fees and required textbooks.

22.1.1.6. A course must be taken from a recognized and accredited school or professional organization.

22.1.1.7. Presentation of evidence of a passing grade of a "C" or better. In the event a class is "Pass or Fail," a "Pass" is required.

22.1.2. While courses should normally be taken on the employee's own time, exception may be granted by his/her department director, in which case hours away from work must be deducted from earned vacation, compensatory time or be recorded as an unpaid leave of absence.

22.2. TRAINING PROGRAMS

22.2.1. The Housing Authority and the Union agree to participate in the Northern Nevada Joint Apprenticeship Committee.

22.2.2. The Housing Authority shall contribute to the Union's Training Fund \$60 for each regular full-time maintenance employee employed by the Housing Authority as of January 1st.

22.2.3. The Housing Authority and the Union agree, when feasible and when the number of employees warrant, to cooperate in Housing Authority "in-house" training programs.

23. MISCELLANEOUS

23.1. LAYOFF

23.1.1. Lay-off of employee(s) covered by this Contract shall be by seniority and qualifications.

23.1.2. All regular part-time and probationary employees must be laid off before any regular full-time employee is laid off.

23.1.3. The Housing Authority will provide the Union with a list of employees to be laid off at least 30 working days prior to the effective date of any layoff.

23.1.4. The Housing Authority and the Union agree to meet to discuss alternatives to any layoff.

23.1.5. Such alternatives include reduced work week, leave of absence, voluntary layoff, and/or other issues which may minimize mandatory layoffs.

23.2. RECALL

- 23.2.1. An employee who has been placed in layoff status shall be given priority based on seniority and ability to perform the job when a vacancy occurs.
- 23.2.2. The Housing Authority shall maintain a list of all employees affected by layoffs for a period of 1 year.
- 23.2.3. If the employee refuses an offer of re-employment, the employee shall be removed from the list.
- 23.2.4. On re-employment from a layoff, if the employee is returned within one year, the employee shall be reinstated to the job description and wage held at the time of layoff, or
- 23.2.5. If conditions have so changed that it is not possible to reinstate the employee in the same job description, the employee shall be reinstated in a classification and wage that is most nearly comparable to the employee's last held job description and wage as is possible under the circumstances.

23.3. CHANGE OF RESIDENCE

- 23.3.1. All employees shall inform the Housing Authority of their residence address and telephone number or any change thereof within 10 days of such change.
- 23.3.2. All employees who are members of the Union are encouraged to inform the Union of their mailing address or any change thereof within 10 days of such change.

23.3.3. All employees will be required to update the Employee Data Update Form annually.

24. NOTIFICATION OF NEW EMPLOYEES

The Housing Authority agrees to notify the Union of the names and job classifications of all new employees hired into bargaining unit positions within ten working days of hiring said employee.

25. NEW JOB CLASSIFICATIONS

- 25.1. The Housing Authority shall advise the Union of all new job classifications and descriptions it intends to implement, at least ten days prior to said implementation, for those positions determined eligible for the bargaining unit.
- 25.2. The Housing Authority and the Union shall negotiate the appropriate wage rates for those positions more fully described in paragraph 26.1.
- 25.3. The Union shall be issued a complete set of all current job classifications and job descriptions that are in use on July 1, 2014 for those positions determined eligible for the bargaining unit.

26. SCOPE, EFFECTIVE DATE AND DURATION

26.1. SCOPE. This Contract sets forth the full and entire understanding of the parties regarding rates of pay, hours of work, and other conditions of employment.

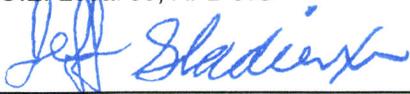
26.2. EFFECTIVE DATE AND DURATION

- 26.2.1. This Contract shall be in full force and effect July 1, 2020 and shall continue in force until June 30, 2021.
- 26.2.2. This Contract shall be automatically renewed from year to year thereafter, unless amended by mutual agreement of both parties or reopened for negotiations pursuant to NRS 288.

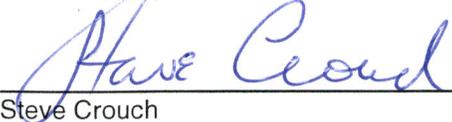
26.3. IN WITNESS WHEREOF, the Housing Authority and the Union have caused these presents to be duly executed by their authorized representatives to be effective the 1st day of July, 2020.



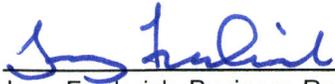
Bart Florence, Business Manager
I.U.O.E. Local 39, AFL-CIO



Jeff Gladieux, President



Steve Crouch
Director of Public Employees



Jerry Frederick, Business Representative
I.U.O.E. Local 39, AFL-CIO



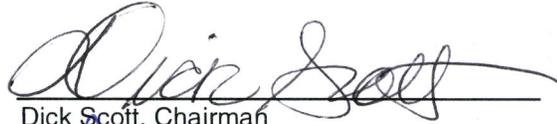
Susan Sanchez
Steward/Negotiator



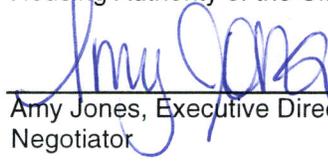
Stephan Offenbacher
Steward/Negotiator



Theresa Braunel
Steward/Negotiator



Dick Scott, Chairman
Housing Authority of the City of Reno



Amy Jones, Executive Director
Negotiator

APPENDIX A

LIST OF CLASSES

STATIONARY LOCAL 39 BARGAINING UNIT

CLASS GRADE	CLASS TITLE
8	Elderly Services Coordinator– <i>grant position</i>
9	Maintenance Technician
10	Housing Inspector
10	Admissions Manager
10	Landscaper
11	Maintenance II / Work crew
11	Scattered Site Maintenance
11	Information Systems Specialist
12	Scattered Sites Property Manager
13	Rental Assistance Specialist II
14	Assistant Manager
14	Rental Assistance Specialist I
14	Workforce Development Coordinator – <i>grant position</i>
14	Youth Workforce Development Coordinator
15	Client Relations Specialist
15	Housing Specialist
16	Development Clerk
16	Maintenance I
16	Leasing Agent
16	Workforce Development Specialist
17	General Office Clerk II
18	General Office Clerk I
18	Receptionist / Work Order Clerk

APPENDIX B

HOUSING AUTHORITY OF THE CITY OF RENO
 FY 2020 SALARY SCHEDULE FOR BARGAINING UNIT EMPLOYEES
 Effective July 1, 2020

HOURLY

Grade	Entry	1	2	3	4	5	6	7
1	46.22	48.53	50.96	53.51	56.19	59.00	61.95	61.36
2	40.02	42.02	44.12	46.33	48.65	51.08	53.64	56.32
3	36.32	38.14	40.05	42.05	44.15	46.36	48.68	48.23
4	31.46	33.03	34.68	36.41	38.23	40.14	42.15	44.26
5	29.96	31.46	33.03	34.68	36.41	38.23	40.14	42.15
6	28.54	29.96	31.46	33.03	34.68	36.41	38.23	40.14
7	27.18	28.54	29.96	31.46	33.03	34.68	36.41	38.23
8	25.88	27.18	28.54	29.96	31.46	33.03	34.68	36.41
9	24.65	25.88	27.18	28.54	29.96	31.46	33.03	34.68
10	23.48	24.65	25.88	27.18	28.54	29.96	31.46	33.03
11	22.36	23.48	24.65	25.88	27.18	28.54	29.96	31.46
12	21.29	22.36	23.48	24.65	25.88	27.18	28.54	29.96
13	20.28	21.29	22.36	23.48	24.65	25.88	27.18	28.54
14	19.31	20.28	21.29	22.36	23.48	24.65	25.88	27.18
15	18.39	19.31	20.28	21.29	22.36	23.48	24.65	25.88
16	17.52	18.39	19.31	20.28	21.29	22.36	23.48	24.65
17	16.68	17.52	18.39	19.31	20.28	21.29	22.36	23.48
18	15.89	16.68	17.52	18.39	19.31	20.28	21.29	22.36

ANNUAL Grad	Entry	1	2	3	4	5	6	7
1	96,137.60	100,942.40	105,996.80	111,300.80	116,875.20	122,720.00	128,856.00	127,628.80
2	83,241.60	87,401.60	91,769.60	96,366.40	101,192.00	106,251.60	111,571.20	117,145.60
3	75,545.60	79,331.20	83,304.00	87,464.00	91,837.20	96,428.80	101,254.40	100,318.40
4	65,436.80	68,702.40	72,134.40	75,732.80	79,518.40	83,491.20	87,672.00	92,060.80
5	62,322.97	65,436.80	68,702.40	72,134.40	75,732.80	79,518.40	83,491.20	87,672.00
6	59,355.21	62,316.80	65,436.80	68,702.40	72,134.40	75,732.80	79,518.40	83,491.20
7	56,528.77	59,363.20	62,316.80	65,436.80	68,702.40	72,134.40	75,732.80	79,518.40
8	53,836.92	56,534.40	59,363.20	62,316.80	65,436.80	68,702.40	72,134.40	75,732.80
9	51,273.26	53,830.40	56,534.40	59,363.20	62,316.80	65,436.80	68,702.40	72,134.40
10	48,831.68	51,272.00	53,835.60	56,534.40	59,363.20	62,316.80	65,436.80	68,702.40
11	46,506.36	48,838.40	51,280.32	53,823.54	56,534.40	59,363.20	62,316.80	65,436.80
12	44,291.77	46,508.80	48,834.24	51,275.95	53,839.75	56,534.40	59,363.20	62,316.80
13	42,182.64	44,283.20	46,508.80	48,834.24	51,275.95	53,839.75	56,534.40	59,363.20
14	40,173.94	42,182.40	44,283.20	46,508.80	48,834.24	51,275.95	53,839.75	56,534.40
15	38,260.90	40,164.80	42,182.40	44,283.20	46,508.80	48,834.24	51,275.95	53,839.75
16	36,438.95	38,251.20	40,164.80	42,182.40	44,283.20	46,508.80	48,834.24	51,275.95
17	34,703.76	36,441.60	38,251.20	40,164.80	42,182.40	44,283.20	46,508.80	48,834.24
18	33,051.20	34,694.40	36,441.60	38,251.20	40,164.80	42,182.40	44,283.20	46,508.80

APPENDIX C
DEFINITIONS

1. ANNIVERSARY DATE: The date an employee was appointed to their current position. Appointment to the position may be by initial employment, promotion, demotion, transfer or reclassification by the agency.
2. APPOINTING AUTHORITY: The Executive Director or his designee.
3. BARGAINING UNIT: Housing Authority Non-Supervisory Bargaining Unit, consisting of employees listed in Appendix A.
4. FULL-TIME EMPLOYEE: An employee that has been hired to fill a budgeted position, who normally works 5 days, 40 hours per week, 8 hours per day, including authorized absences with pay, excluding temporary positions.
5. DATE OF HIRE: The date the employee starts to work for the agency.
6. HOUSING AUTHORITY: The Housing Authority of the City of Reno.
7. INITIAL PROBATION: The period of time from date of hire with the agency through the complete six months of service for all positions.
8. JUST CAUSE: A fair and honest cause or reason regulated by good faith that merits both the level and extent of disciplinary action taken.
9. PART-TIME EMPLOYEE: An employee filling a regular position of at least 20 hours per week, but less than 40 hours per week.
10. REGULAR EMPLOYEE: An employee who has completed an initial probationary period.
11. UNION: International Union of Operating Engineers, Stationary Local #39 AFL-CIO
12. WORK DAY: One 24-hour period commencing at the employee's reporting time and ending at the completion of his/her shift, inclusive of two rest periods but exclusive of meal periods.
13. TEMPORARY EMPLOYEE: Temporary employees are hired for a period not to exceed six months. The duties of such employees are not considered as part of the regular workload and may be performed within the period of six months. Temporary employees are not considered probationary or regular and, as such, receive no benefits or privileges or rights under this agreement.

APPENDIX D
TOOL LIST

1. One hammer
2. Set of six screwdrivers: three flat blade, three phillips heads #1, #2, #3
3. Two pair channel lock adjustable pliers: 6", 12"
4. Pliers, slip jaw, needle point
5. Pliers, needle point
6. One pair vice grips, 8"
- 7* Three wood chisels: ½", ¾", 1"
- 8.* Two pipe wrenches: 14" and 24"
9. Three putty knives: 1.5", 3" and 6" widths
- 10.* One pair wire strippers
11. One utility knife
12. One caulking gun
13. Socket set, ⅜ drive, minimum ¼" to 7/8" sockets
14. Three crescent wrenches: 6", 8" and 12"
15. Set combination open end/box wrenches, minimum ⅜" to 7/8"
16. One flashlight
17. One hacksaw
18. One handsaw, combination
19. One nail set
20. One flat file, 10"
21. One tape measure, minimum 12'
22. One pair tin snips
23. One wonder/crow bar
- 24.* One multimeter
25. Circuit tester
26. Tool belt or bucket tote
27. Securable tool box
28. One lock
29. Allen wrench set
30. One seat wrench
31. One basin wrench
32. Set faucet stem sockets
33. Two drywall knives, 6" and 12"
34. One drywall mud box
35. One drywall saw
36. One drywall sander and extension pole
37. One soldering torch-soldering-propane/MAPP
38. One electric or battery drill, 3/8" or larger
39. Circular "Skill" saw, 7" or larger
40. Two levels, 2' and 4'
41. One chalk line
- 42.* One door plane
43. One miter box with saw
44. One tubing cutter
45. One glue trowel
46. One drop light, 50' cord
47. One extension cord, 100'
48. Masonry bits, 5-piece set
49. Drill bits (twist), 24-piece set
50. Wood bits (spade), 6-piece set
51. One staple gun
52. One wire brush
53. One framing square
54. One tri- or combo-square

* Maintenance II / Maintenance Technician
/ Scattered Sites Maintenance / Landscaper

APPENDIX E

HOUSING AUTHORITY OF THE CITY OF RENO

PAYROLL DEDUCTION AUTHORIZATION

I, the undersigned, being a member of the International Union of Operating Engineers, Stationary Local 39, and required by the Constitution and Bylaws of that organization to contribute dues, per capita and assessments in a specified amount, hereby authorize the Housing Authority of the City of Reno to make the deduction from my bi-weekly compensation, in conformity with the Agreement between the Parties, and effective the first pay period following the date hereof. It is further directed that the Housing Authority of the City of Reno will then remit said monies to the above organization in the manner prescribed.

NAME (PRINT) _____ HOME PHONE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SOCIAL SECURITY # _____ WORK PHONE _____

CLASSIFICATION _____ WORKSITE _____

SIGNATURE _____ DATE SIGNED _____