

ARTICLE 21 - REDUCTIONS IN FORCE

(A) The City and the Association agree that reductions in personnel as they pertain to employees covered under the provisions of this contract shall be as hereinafter prescribed. When City-funded positions of indefinite duration, which are presently filled, are abolished, reductions shall be accomplished in accordance with the following provisions:

1. Competition for retention shall be limited to other employees holding positions in the same classification.

2. Priority for retention shall be based upon seniority of service within the classification within the City.

3. Buy Outs: The City may consider offering an early retirement incentive to all employees prior to implementing a reduction in force.

4. After all "Hourly" employees doing the work of a similar nature, requiring similar qualifications, have been separated from City employment, the order of reduction in force (RIF) within the classified service within a classification shall be:

- a) Temporary employees;
- b) Probationary employees;
- c) Regular employees in a qualifying status;
- d) Regular employees in the reverse order of their seniority, the

employee with the least classification seniority shall be released first. In the case of a tie within classification seniority, the employee with the least City employment seniority shall be released first.

5. All personnel who are affected by reduction in force shall have the right to elect a reduction in classification to a lower classification that they are qualified to fill through previous service in that classification.

6. An employee's appointment shall not be terminated before the employee has been made a reasonable offer of reassignment, if such offer is immediately possible in the determination of the City.

7. As a result of the application of this reduction in force procedure, the City shall attempt to find a vacant position for any employee about to be RIFed, by causing the reassignment, transfer, reduction in classification, or any combination thereof, of the employee.

8. Any employee reduced in classification or terminated under this Article shall have his/her name placed on the City's Reduction in Force list in accordance with the Civil Service Rules. Previous employees shall be notified once by first class mail and by certified mail, return receipt requested, at their last known address and must respond within ten (10) calendar days of receipt by certified mail or in person that they are accepting the offer of re-employment on the date specified in the offer or they shall be deemed to have refused the offer of re-employment and shall forfeit all seniority and/or rehire rights and privileges. In the event that the notice of delivery is not returned within ten (10) calendar days of mailing, the City may proceed to fill the position.

9. Termination under this rule shall require the giving of at least two (2) weeks notice to the employee, or payment in lieu of notice, of an equivalent amount of salary by the City.

10. If in the reduction-in-force process there is a probability that an employee being separated may be reinstated within a ninety (90) day period, the employee may be given leave without pay for a period of ninety (90) days. At the time of leave without pay, the employee may elect to exhaust accumulated annual leave, be paid in a lump sum payment, or have it retained for credit for the ninety (90) day period. The employee may also elect not to be paid off for any sick leave during the ninety (90) day leave without pay. If the employee is not rehired at the end of the ninety (90) day period then all annual and sick leave must be paid off.

(B) Temporary employees appointed to the classifications covered under this Agreement on a temporary basis in a City-funded position of limited duration may be terminated prior to the stated expiration date of the position or upon completion of the assigned work or in the best interests of the City.

(C) The City and the Association further recognize the requirement that the City, as a political subdivision of the state of Nevada, adopt an Affirmative Action Program which will include goals, objectives and timetables for the recruitment, employment, training, upgrading, and all other related functions regarding minority and female employees.

(D) It is further agreed that the City and the Association will comply with all applicable federal laws and executive orders pertaining to non-discrimination and equal employment opportunity, including all orders issued by the Office of Federal Contract Compliance and any other properly empowered governmental agency vested with power over these matters with regard to the City.

(E) Employees who are rehired after an involuntary layoff shall be reinstated with all benefits for which they were not paid at the time of their separation, and their service date will be adjusted in compliance with Civil Service Rules. Therefore, for purposes of longevity, sick leave, annual leave and other service time related benefits, rehired employees will start securing these benefits at the same rate as when they left City employment on involuntary layoff.

(F) The City shall not hire any full-time employee to do the work of any position or classification RIFed under the provisions of the article until all employees who were RIFed under the provisions of this article have been re-employed in their former (or a higher) classification or have refused employment.