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**AN AGREEMENT BETWEEN**  
**THE CITY OF LAS VEGAS, NEVADA**  
**and the**  
**LAS VEGAS PEACE OFFICERS ASSOCIATION**  
**DETENTION & ENFORCEMENT CORRECTION OFFICERS and TRAINING**  
**OFFICERS**  
**COMMISSIONED OFFICERS UNIT**  
**2002 TO 2007**

**PREAMBLE**

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Nevada; except as modified in this Agreement; and

WHEREAS, the parties have reached an understanding concerning, wages, hours and conditions of employment and have caused the understanding to be set out in this Agreement.

NOW, THEREFORE, the parties do agree as follows:

## **ARTICLE I - RECOGNITION**

Pursuant to the provisions of the Local Government Employee Management Relations Act, Chapter 288, Nevada Revised Statutes as amended, the City of Las Vegas (hereinafter call the "CITY") recognizes the LAS VEGAS PEACE OFFICERS ASSOCIATION (hereinafter call the "ASSOCIATION") as the exclusive representative of the eligible Department employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the Department employees in the bargaining unit.

The City and the Association agree that, members of the Bargaining Unit who have "Peace Officer" status, are covered by NRS 289 (Rights of Peace Offices). Both parties will also comply with future legislative changes to NRS 289. Those changes, if any, will supersede the rights listed below.

### **Section 1. Classifications**

The City and the Association agree, that the following classifications are represented by the Association:

Corrections Officer

Sr. Corrections Officer

Corrections Sergeant

Detention and Enforcement Training Officer

### **Section 2. Community of Interest**

It is agreed that the Association shall represent any employees within classifications created by the City that are within the Associations community of interest.

#### (A) New Classifications Bargaining Unit Determination

The following method shall be used to determine eligibility of including new classifications in the bargaining unit.

When a new classification is created to be in the Department of Detention and Enforcement, the Human Resources Department will make an initial determination if the classification is to be included or excluded from the Association's bargaining unit. The Human Resources Department will notify the Association of the decision, in writing, and the Association will have fifteen (15) working days from receipt of the notice to raise an objection. If there is an objection, the Association will proceed as outlined below.

Disputes regarding inclusion or exclusion of a position or classification in the bargaining unit shall be resolved as follows:

The Association shall notify the City, in writing, of any disagreement regarding a classification the Association believes belongs to the bargaining unit. The City and the Association shall meet and confer and attempt to resolve this disagreement. This discussion shall take place prior to the filing of any complaint with the Local Government Employee-Management Relations Board, and shall not, in any way, infringe on any right guaranteed to either party in front of that Board subsequent to such discussion with regard to the filing of any complaint or request for action or shall it be construed to be an admission of any type by either party for use in front of that body or any other body.

If disagreement still exists after thirty (30) calendar days, the Association may then appeal the classification decision or proposal of the City to the Local Government Employee-Management Relations Board as provided in NRS 288.170.

(B) New Classifications - Specifications

When the specifications of a new classification which is to be covered by this Agreement are proposed, the Human Resources department will notify and discuss with representatives of the Association the proposed new classification and provide a copy of the recommended specifications at least seventy-two (72) hours prior to the Civil Service Board meeting agenda being proposed.

(C) New Classifications - Conditions of Employment

The conditions of employment, other than wages, for any new classifications created within the Association's community of interest, shall be governed by the terms of this Agreement. Wage scales for such new classifications shall be determined as follows:

Should it be determined a new classification is within the Association's community of interest, the parties shall immediately enter into collective negotiations to arrive at an agreement on the subject of wages for such new classification.

If within thirty (30) calendar days after such notice, the parties have not reached mutual agreement, they shall proceed to the Grievance and Arbitration Procedure.

**Section 3. Changes in the Classification's Specifications**

When there are changes in classification specifications covered by this Agreement, the Human Resources Department will notify and discuss with representatives of the Association the recommended changes seventy-two (72) hours prior to the Civil Service Board meeting agenda being posted.

## **ARTICLE 2 - CHECK OFF**

The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the Association dues and is so certified by the Treasurer of the Association. The City will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

The City shall remit such funds to the Treasurer of the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the months of April or October by the employee giving notice to the City and the Association upon termination of employment.

### **ARTICLE 3 - NO STRIKES**

The Association agrees that there shall be no strikes under any circumstances. Employees shall continue to furnish efficient service within all areas of assigned responsibility.

For the purpose of this Agreement the meaning of the word "strike" shall include but not be limited to any concerted stoppage of work; slowdown; interruption of operations by employees; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or interruption of the operations of the City by the Association and/or its members.

## ARTICLE 4 - DEFINITIONS

This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the state of Nevada, and all terms herein are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

The City and the Association agree that the Civil Service Rules of the City shall be the general rules by which the City administers its duties and rights with respect to the conditions of employment of Association members except as hereinafter provided.

It is the continuing policy of the City and the Association that the provisions of this Agreement shall be applied to employees without regard to sex, race, color, religious creed or national origin.

Most of the following definitions or terms used in this Agreement are derived from the City of Las Vegas Personnel Policies Manual, the City of Las Vegas Civil Service Rules, the Nevada Local Government Employee-Management Relations Act, the Nevada Industrial Insurance Act, or the Nevada Occupational Diseases Act. Where any conflict is found between the following defined terms and the terms as described in the Nevada Revised Statutes and Amendments thereto, the definitions as set forth in the Nevada Revised Statutes and Amendments thereto shall control.

The following are definitions of terms used in this agreement.

***Abuse of Sick Leave:*** The use of sick leave for purposes other than the legitimate uses of sick leave listed in Article 14 - Sick Leave of this contract.

***Administrative Employee:*** Any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, and deputies and immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and other who are primarily responsible for formulating and administering management policy and programs.

***Alternate Work Schedules (AWS):*** Shift hours that would normally be permanent in nature and irregular to that of an 8-hours/5 day work schedule.

***Arbitrator:*** An impartial third party chosen in accordance with the provisions of this Agreement.

***Assignment Differential Pay (ADP):*** Temporary monetary compensation paid to commissioned personnel who are working in the applicable assignment categories.

**Base Salary:** Remuneration received by the employee in accordance with the rates specified on the appropriate salary schedule or other compensation plan in effect for any one employee or group of employees.

**Bereavement Leave:** Leave granted to an employee to attend the funeral and/or for bereavement purposes for a member of the employee's immediate family.

**Call-Out:** When an employee returns to work on assignment during off-duty hours after the employee has left the normal duty location.

**Classification:** A group of positions, which have essentially similar duties and responsibilities, is allocated to the same salary range, and is designated by the same general title.

**Classifications Specifications:** A written description of the work required of positions in the classification that includes the classification title, definition, authority, examples of duties and responsibilities, and minimum or desirable qualifications. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position.

**Confidential Employee:** An employee who is privy to decisions of management affecting employee relations, including all employees of the Human Resources department or its equivalent.

**Counseling:** Counseling is a form of supervisor and employee communication that is often appropriate and is done outside the disciplinary process. The purpose of counseling is to discuss the proper procedures to be followed in a given situation. It is primarily instructional and is not, nor should it be confused with, an oral reprimand. Counseling is also a method of notifying an employee of good or exceptional work.

**Demotion:** Movement of an employee from one classification to a different classification, that is on a lower salary grade than the original classification.

**Emergency:** A riot, facility death, serious bodily injury, escape or natural disaster but does not include a shortage in minimum staffing requirements.

**Emergency Annual Leave:** Leave that may be granted after a request for immediate annual leave that, by the nature of the condition prompting the request, could not have been predicted in advance of need and been scheduled in accordance with normal departmental policy. Emergency annual leave may not be used in lieu of an employee's accrued sick leave.

**Family Leave:** Leave taken under the auspices of the Family Medical Leave Act of 1993.

**Freeze:** Employees are required to work beyond their regular shift as mandatory.

**Grade:** A term used to designate salary range to which one or more classifications may be allocated.

**Grievance:** A complaint regarding wages, benefits, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or interpretation and application of this Agreement.

**Holiday:** A day set aside for the special observance of a memorable event or occasion.

**Hourly Employee:** Persons not subject to the City of Las Vegas Civil Service Rules, who serve at the pleasure of their appointing authority, and whose base hourly pay constitutes their entire compensation.

**Immediate Family:** Husband, wife, parent, brother, sister, children, (including step, adopted and foster relationships), grandchild, grandparent, mother/father-in-law, sister/brother-in-law, son/daughter-in-law or significant other.

**Incident of Use (Sick Leave):** Any period of continuous absence for the same reason, or the use of sick leave for an individual condition that requires repeated treatment. Use of sick leave for funeral attendance or scheduled medical/dental/vision appointment or other mental or physical rehabilitation appointments shall not constitute an incident of sick leave.

**Job-Related Disability:** Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 616 & 617.

**Just Cause:** A factual reason cited by the City that is used to issue disciplinary action. Just cause is defined in the discipline article of this contract.

**Maternity Leave:** Leave granted female employees for the purpose of caring for their newly born or adopted children.

**Negotiations:** The process of collective bargaining between the City and the Association that determines the contract between the City and the Association.

**Normal Work Week:** An employee's normal workweek will be forty (40) hours.

**Overfill:** Filling a position that has been budgeted at one level with an employee who is in a higher classification than that for which the position was budgeted.

**Overtime:** Time that an employee works in addition to the employee's normal weekly or daily work schedule.

**Paternity Leave:** Leave granted male employees for the purposes of caring for newly born or adopted children

**Probationary Employee (Initial Hire):** An employee who has not completed the probationary period of employment and whose permanent appointment has not been confirmed.

**Promotion:** A change of an employee from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the employee or reallocation of the position.

**Qualifying Period:** Any person transferred, or promoted to a non-temporary classified position in the City of Las Vegas is required to serve a probationary qualifying period of not less than six (6) months prior to confirmation of the transfer or promotion.

**Reassignment:** The movement of an employee or a position from one work unit to another with the same department, with no change of classification.

**Reclassification:** The movement of an employee from one classification to another classification on the same salary grade within the same bargaining unit.

**Regular Employee:** One who has successfully completed his/her initial probationary period and whose appointment has been confirmed in a permanent position.

**Retraction:** The process by which City Management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an employee, from all City files.

**Salary Range:** The minimum and maximum base salaries that may be to an employee working in a classification in accordance with the salary grade to which the classification is allocated.

**Salary Step:** An increment within a salary grade that designates a specific pay rate as on the appropriate salary schedule.

**Service Date (Anniversary Date):** Usually the actual date of hire, an employee's service date is that date which reflects the length of activity non-hourly employment with the City of Las Vegas. For purposes of determining seniority, longevity, or other matters associated with length of active employment, the service date shall be adjusted to reflect any periods of leave without pay in excess of thirty (30) consecutive calendar days.

**Shift:** The hours that an employee is normally scheduled to work on any normal workday.

**Step Increase:** A minimum base pay increase of one step awarded annually.

**Suspension:** A temporary removal from work status, with or without pay, resulting from, or pending, disciplinary action.

**Temporary Employee:** Persons hired for a term not to exceed two thousand eighty hours in any twenty-four (24) month period. Temporary employees may be appointive or classified employees and may be hired on a full time or part-time basis.

**Termination:** The separation of an employee from employment with the City of Las Vegas.

**TILO (Time in Lieu of):** The accrual of paid time off at time and one-half, due an employee in exchange for time worked in excess of the employee's normal workweek.

**Trainee:** An employee hired in an entry-level position who is assigned the task of learning the specific requirements of a position and/or classification. Trainees hold probationary status and may not remain in the trainee position for longer than 18 months.

**Transfer:** The formal movement of an employee or a position from one department to another department without any change to the classification of the position.

**Underfill:** Filling a position that has been budgeted at one level with an employee who is in a lower classification than that for which the position is budgeted.

**Within-Grade Increase:** A salary increase from one step within a salary grade to a higher step within the salary grade award on the basis of merit.

**Worksite:** The controlled area of the Detention Center.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

The City and the Association agree that the management officials of the City possess the sole right to operate the City and that all management rights remain with the officials.

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiations include:

- (1) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
- (2) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to Paragraph (V) of Subsection 2 of NRS 288.150.
- (3) The right to determine:
  - (a) Appropriate staffing levels and work performance standards except for safety considerations.
  - (b) The content of the workday, including without limitation workload factors, except for safety considerations.
  - (c) The quality and quantity of services to be offered to the public.
  - (d) The means and methods of offering those services.
- (4) Safety of the Public

Notwithstanding this Agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster, or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this Subsection shall not be construed as a failure to negotiate in good faith.

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

## **ARTICLE 6 - ASSOCIATION/MANAGEMENT COOPERATION**

### **Section 1. Non-Discrimination**

Neither the City nor the Association shall discriminate against any employee covered by this Agreement in a manner that would violate any state or federal anti-discrimination laws.

### **Section 2. Employee and Association Rights**

- (A) The City and the Association agree that employees eligible for membership in the Association shall have the right to freely, and without fear of penalty or reprisal, to form, join, not join, resign from, and/or assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or representative. The presentation of the Association's position to the officials of the City shall not be grounds for any punitive action unless such presentation is done in an illegal or reprehensible manner. The City and the Association shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this provision and/or any City, State, or Federal statute.
- (B) The Association will designate employees to serve as Association representatives. The Association shall notify the City, in writing, of the names of the representatives. Each representative shall be allowed to serve in his/her capacity of representative. Each representative may participate in any of the duties arising within his/her jurisdictional area, those duties being defined as:
  - 1) The investigation of a bargaining unit member's grievance;
  - 2) Representation of a member/grievant at any step of the grievance procedure;
  - 3) Consultation with duly accredited representatives of the Association who are not employees of the City.
- (C) The conduct of Association representative business shall be such as not to unduly interfere with other employees' duties. Association representatives must check with a Lieutenant or designee before contacting the employee in order to identify himself/herself and to make arrangements to communicate with a particular employee.
- (D) All representatives shall notify their Shift Lieutenant or designee prior to the time they wish to conduct appropriate business. Representatives shall be relieved of duty with pay for the time requested unless operational demands preclude permission to leave the work location being granted. The employee, as provided

herein, shall not abuse use of representative time off with pay; and the supervisor or designee will not unreasonably withhold use of said time.

- (E) The City shall have available, in an open and easily accessible place, copies of or computer access to all Civil Service Rules, Personnel Policies Manual, Department rules, regulations and policies that affect employees' employment with the City. At least seven (7) calendar days prior to the implementation, copies of proposed new or revised rules, regulations and policies shall be delivered to the Association. In the event of an emergency, new or revised rules, regulations or policies may be implemented immediately.
- (F) All the rights guaranteed under the Constitution and laws of the United States of America, the Constitution of the State of Nevada and the Nevada Revised Statutes, are applicable to the employees covered by this Agreement.

### **Section 3. Information Lists**

The City shall provide the Association, on a monthly basis, the following information:

New Hires within the Department by name, classification, and division.

Alphabetical listing of Department employees by name, which will also show classification, and division of employee.

Promotion, Separation, Transfer Lists - all employees by name, classification, and division. The list shall show the "from and to" classification in the case of promotions and the "from and to" department/division in the case of separations and transfers.

A copy of the Underfill/Overfill report for current department employees that includes at least the employee's name, position title, and division.

Open and Promotional Eligibility Lists for represented classifications.

All information furnished on the above outlined lists is for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the City.

In addition, the City shall provide the President of the Association complete annotated Civil Service Board agendas at the same time and in the same manner as it is provided to the Civil Service Board members.

#### **Section 4. Rules and Regulations vs. Contract**

The City and the Association agree that a number of documents govern the administration and compensation of City employees. In order of authority, they are:

The Nevada Revised Statutes;

The Charter of the City of Las Vegas;

The Collective Bargaining Agreements between City and its recognized bargaining units;

The City of Las Vegas Civil Service Rules;

The City of Las Vegas Personnel Policies Manual.

The City and the Association agree that in the event any inconsistencies arise between departmental rules and regulations and this Agreement, the Agreement controls.

The City and the Association further recognize that the matters covered by departmental rules and regulations include matters that are and are not subject to mandatory bargaining under the provisions of Nevada Revised Statutes, Chapter 288. The City and the Association also recognize that these rules and regulations are subject to change by the Department Head(s), provided that any changes shall not affect subjects of mandatory bargaining without prior negotiations.

## **ARTICLE 7 - BULLETIN BOARDS & MEETING SPACE**

### **Section 1. Bulletin Boards**

It is the right of the Association to use the provided space on the bulletin boards for the posting of notices concerning Association business. Bulletin Boards shall be placed at the following locations: D & E Briefing Room, D & E Culinary, and D & E City jail. All bulletin boards shall be locked.

### **Section 2. Meeting Space**

The space for meetings that has been provided for the Association prior to this Agreement shall continue to be provided, when reasonable, during the length of this Agreement.

## **ARTICLE 8 – ASSOCIATION AFFAIRS**

### **Section 1. Association Membership**

Membership shall be at the sole discretion of the employee. Any individual, who refuses membership, shall not be responsible for bi-weekly dues, but will be billed for their “fair share” for contract negotiations. Non-members will also be billed for, handling of grievances, arbitration and other legal matters incurred during the performance of their duties as a peace officer on duty. Non-members will also be responsible for reimbursement for litigation costs and attorneys fees directly incurred on their behalf. The Association will indemnify and hold the City harmless for any disputes or litigation arising out of this section of the Collective Bargaining Agreement.

### **Section 2. Association Officers**

Any changes to the current officers representing employees under this Agreement, shall be evidenced to the City in writing within ten (10) working days of the change.

### **Section 3. Eligible to Vote**

Only members in good standing with the Association are eligible to vote on the contents of this Agreement drawn as a result of the collective bargaining.

### **Section 4. Association Leave Hours**

For the purposes of representation of members within the bargaining unit, the Association shall be entitled to a reasonable and adequate number of Association officers and representatives. They shall restrict their activities to dealing with grievances and other legitimate Association business and shall be allowed a reasonable amount of time for this purpose. However, the City is under no obligation to pay Association officers for time spent conducting union business when they are not scheduled to work. Every effort shall be made to schedule grievance meetings and hearings during regular work hours.

### **Section 5. Permission to Conduct Association Business**

Association Officers must notify their supervisors of the need to leave their jobs to conduct Association affairs. Such time off will not be unreasonably withheld.

## **Section 6. Receiving Grievances**

Association Officers may receive and discuss, but not solicit, complaints and grievances of employees on the premises and time of the City. Such time spent shall not interfere with the work and duties for the City of either the Association officers or the employees. Association officers and the employee or employees involved in a grievance, hearing or investigation may be granted time off for meetings without loss of pay or any accrued leave with the approval of the department Chief or designee. Such meetings shall be set at a time mutually agreeable with the City and the Association.

## **Section 7. Negotiating Committee**

Five (5) members of the Association Negotiating Committee shall be granted leave from duty with full pay, when reasonable, for all meetings between the City and the Association for the purpose of renegotiating the terms of this Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Association team members shall be relieved of duty assignments, when reasonable, for the period of each negotiation session. With the employees' agreement, employees may be assigned to different shifts because of participation in the negotiations.

## **Section 8. Access to Briefings**

The Association is entitled to address members of the bargaining unit at briefing sessions on issues relating to the administration and interpretation of this collective bargaining agreement, legislative and insurance issues. Access to briefing sessions will be by mutual agreement of the Association President and the Department Chief or designee.

## **ARTICLE 9 - COMPENSATION**

### **Section 1. Wages**

The City and the Association agree that the wages paid eligible employees shall be shown in the City of Las Vegas Peace Officers Association Salary Schedule. This reflects a five point five percent (5.5%) base wage increase for all grades covered by the pay scale, effective June 23, 2002 and June 22, 2003. In addition thereto, there shall be the following Cost of Living Allowance (COLA) increase:

Effective June 23, 2002, eligible employees will receive a COLA increase of two point five percent (2.5%). This will be identified as Attachment A of this Agreement.

Effective June 22, 2003, eligible employees will receive a COLA increase of two point five percent (2.5%). This will be identified as attachment B of this Agreement.

Effective June 20, 2004, eligible employees will receive a COLA increase of three percent (3.0%). This will be identified as Attachment C of this Agreement.

Effective June 19, 2005, eligible employees will receive a COLA increase of three point five percent (3.5%). This will be identified as Attachment D of this Agreement.

Effective June 18, 2006, eligible employees will receive a COLA increase of three point five percent (3.5%). This will be identified as Attachment E of this Agreement.

### **Section 2. Longevity Pay**

- (A) The longevity pay for employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (1/2 of 1%) increase of the base salary until a maximum of ten percent (10%) has been reached for twenty (20) years of continuous employment with the City of Las Vegas. Longevity pay shall become effective on the hiring anniversary date of employees. Overtime or any other incentive payments shall not be considered in the calculation of the percentages of longevity pay.
- (B) Employees hired or rehired after January 1, 2004, shall receive a longevity payment equal to three percent (3%) of their base salary on the completion of ten (10) years of continuous service with the City. For each year of continuous service thereafter, each employee will receive an additional one-half of one percent (1/2 of 1%) until a maximum of ten percent (10%) has been reached.

Longevity is not part of an employee's base salary but rather a separate pay category, paid bi-weekly.

### **Section 3. Acting Pay**

Employees who are required to assume temporarily the full responsibilities of a position of a higher salary grade for a full shift or more shall be paid at a rate equal to five percent (5%) higher than the employee's current base salary or the minimum rate of the salary grade for the classification in which the employee is acting, whichever is greater for the duration of the assignment. Acting pay for periods in excess of fifteen (15) calendar days requires the written approval of the City Manager.

### **Section 4. Shift Differential Pay**

Shift Differential is defined as the amount of compensation authorized to be paid to an employee in addition to a regular straight time hourly rate for working a complete regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 0500 hours or ends no later than 1900 hours. A regularly scheduled shift that exceeds these limits by twenty-five percent (25%) or more is entitled to shift differential pay computed at four percent (4%) of base pay plus longevity. An employee must be assigned to work a complete shift other than a day shift to be eligible for shift differential.

### **Section 5. Field Training Officer Pay**

Any FTOs assigned at any point will receive FTO Pay. Selection and assignment to the FTO positions will be based upon established departmental procedures. Such compensation shall be an additional \$1.20 per hour.

### **Section 6. K9 Pay**

Officers that have a canine assigned to them for care, grooming, feeding and other activities related to the care and the maintenance shall be compensated at the rate of one and half (1½) times their premium rate of pay for 10 hours per pay period.

**ARTICLE 10 - CLOTHING AND EQUIPMENT ALLOWANCE**

**Section 1. Issued Equipment**

The City shall issue to all employees; chemical agents, a basic uniform issue of four (4) summer shirts, four (4) winter shirts, four (4) pairs of pants, one (1) winter jacket, one (1) tie, and one (1) pair of footwear and required nylon gear.

**Section 2. Protective Vests**

Each officer assigned to carry a firearm will be supplied a properly fitted protective vest. Officers inside the Detention Center shall be supplied with a stab resistant vest.

**Section 3. Uniform Clothing Allowance**

The City shall provide annual uniform and footwear maintenance allowance to all uniformed personnel as shown on the following chart. Employees shall be paid annually in a single check for the purposes of maintaining uniforms. New hires shall be paid a prorated share of the uniform allowance described herein.

Annually the City will also provide an additional uniform purchase by voucher of \$300 and will allow employee's reasonable time off with pay to acquire such, or the City will have the vendor on site for the employees.

Uniforms and equipment shall only be worn or used on official City business or as authorized by the City.

<b>06/02</b>	<b>06/03</b>	<b>06/04</b>	<b>06/05</b>	<b>06/06</b>
<b>\$680</b>	<b>\$850</b>	<b>\$875</b>	<b>\$900</b>	<b>\$950</b>

## **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

### **Section 1. Normal Workweek**

The City and the Association agree that the normal paid weekly working hours shall be forty (40) including a meal break.

### **Section 2. Meal Breaks**

The City will provide a meal period of 30-minutes and two break periods of 15-minutes each to all employees of the bargaining unit.

### **Section 3. Shift Arrangement**

The City reserves the right to alter or temporarily change the workweek, shift and/or hours of an employee to accommodate an employee's attendance at:

- (1) Initial Orientations
- (2) POST Academy
- (3) In-House training
- (4) Training provided out of the City or State

Whenever deviations from regular shift hours are necessary, the supervisor shall provide employees with sufficient notification prior to such deviation. Sufficient notification is deemed to be a minimum of fourteen (14) calendar days.

The Association and the City shall discuss any unusual circumstances causing deviation from aforementioned hours.

### **Section 4. Mutual Swaps**

- (A) Employees may be permitted to exchange hours of work with other employees in the same classification or level, performing the same type of duties in the same work area, provided:
- (1) The employees give written notice to their supervisor(s), at least seven (7) calendar days in advance
  - (2) The supervisor(s) approves the exchange in writing; and
  - (3) The employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime, shift differential), which they would not have otherwise received.

- (B) Once approved, shift changes shall not be subjected to further review, except for operational needs.
- (C) Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the swap because of illness or injury, he/she shall be required to provide a physician's return to duty statement.
- (D) All swaps must be paid back within sixty (60) calendar days.
- (E) Probationary employees shall not be allowed to exchange hours of work with other employees.

### **Section 5. Briefings**

Every reasonable effort will be made to allow briefings within the shift schedule. The labor-management committee will jointly explore 8 and 12-hour shift configurations that will allow for briefings to be within the shift. However, management will have the ability to schedule pre-shift briefings. All pre-shift briefings will be compensated at the appropriate overtime rate of pay and shall last no longer than twenty (20) minutes.

### **Section 6. Alternate Work Schedules**

If an Alternate Work Schedule (AWS) is requested by a majority of the employees, the Association and the City shall meet within fifteen (15) calendar days to discuss the feasibility of establishing an Alternate Work Schedule. If an acceptable plan can be established, it shall be put into effect for a trial period of six (6) months within sixty- (60) calendar days of agreement upon the AWS schedule.

The City may discontinue the AWS, if, in good faith, and after discussions with the Association, the City Manager or designee determines that the AWS program is not in the best interest of the City.

Under any work schedule, payment for overtime and paid holidays shall be in accordance with the provisions of this Agreement.

### **Section 7. TILO**

- (A) Because the workload of some functions fluctuates both within and beyond the payroll periods, employees may work Time in Lieu of (TILO) rather than paid overtime. The purpose of TILO is to allow the employee to accumulate and to take TILO time in conjunction with workload lows, rather than be paid at the overtime rates during workload peaks.

- (B) To accumulate TILO time, employees may volunteer to accept time rather than overtime pay. This TILO time will be accumulated at a time and one-half (1 ½) rate for payment purposes. No employee can be required to accumulate TILO rather than be paid at the overtime rate.
- (C) To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence.
- (D) TILO accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees on the Employee Leave Notice in the same manner as vacation and sick leave hours are reported. If an employee accumulates and uses the same number of TILO time hours within a pay period, records may not show on the Employee Leave Notice.
- (E) No employees may have an accumulated balance of TILO time exceeding two hundred and fifty (250) hours at the end of any pay period. Forty (40) hours of TILO may be sold back annually in accordance with the Annual Sellback Provisions identified in annual leave article of this agreement.
- (F) Whenever an employee separates from City employment, any unused TILO will be paid at a straight time rate including longevity.

### **Section 8. Overtime**

- (A) Regular Overtime - Regular overtime pay is defined as additional compensation earned by an employee who is held over on a regularly scheduled shift. Supervisors may require that employees work overtime. Employees who work longer than their normal daily hours shall be paid overtime on a time and one-half (1 ½) hourly rate basis based on their hourly rate of pay at their normal weekly working hours, including longevity, if applicable, for all overtime work.
- (B) Scheduled Overtime - If an employee is required by a supervisor, to return to duty after completing a normal shift or reports to work on a day in which a normal shift is not scheduled, the employee shall be compensated for a minimum of three (3) hours or the actual time worked, whichever is greater, on a time and one-half (1 ½) hourly rate basis, plus longevity, if applicable, for all overtime hours or any fraction thereof worked.
- (C) Holiday Overtime – On a designated holiday, should an employee be asked to work longer than a normal shift or be recalled to work, the employee shall be paid at the rate of two and one half (2.5) times the employee's regular rate of pay for all hours worked in excess of normal shift.

## **Section 9. Overtime Procedures**

- (A) Voluntary Overtime - In an effort to reduce mandatory overtime and in an attempt to provide equal opportunity for voluntary overtime, the City and the Association agree to use the following procedure:
  - 1) Pre-scheduling should be accomplished whenever possible
  - 2) Supervisors should canvas on-duty staff, whenever they become aware that overtime will be necessary for the on-coming shift
  - 3) A call-out system for voluntary overtime shall be established and utilized prior to implementing mandatory overtime.
- (B) Involuntary Overtime ("Freezing") - Involuntary overtime will be assigned on a rotating basis as stated in departmental policy.
- (C) Each shift will maintain a list of officers by seniority. Within the first hour of the shift, the next 5 officers up for "freezing" will be notified. When overtime is required and there are no volunteers, "freezing" will be implemented.
- (D) Officers in special assignments shall be included on the "Freeze" lists.
- (E) No person will be required to work mandatory overtime the day prior to scheduled leave or in conjunction with RDOs.

The department will make reasonable efforts to canvas on-duty employee volunteers prior to the implementation of this section of the Agreement.

## **Section 10. Call Out Pay**

In emergency situations requiring immediate attention where the department head or designee feels that it is necessary to call out one or more members of the department, or if an employee is required to return to duty after completing normal shift or is not scheduled, an employee shall be paid overtime pay on a time and one-half (1 ½) basis, plus longevity, if applicable. Said employee shall be paid for a minimum of three (3) hours regardless of having worked less than three (3) hours. However, in the event that the period of call-out exceeds three (3) hours, the employee shall be paid the amount of time actually worked.

If an employee is required to return to duty after completing a normal shift, or to report to work on a day in which a normal shift is not scheduled, or to report for work related court testimony, the employee shall be compensated for a minimum of three (3) hours for the actual time worked, whichever is greater, on a time and one-half (1½) rated basis.

## **ARTICLE 12 - HOLIDAYS**

The City and the Association agree that the legal holidays shall be:

New Year's Day	Nevada Day
Martin Luther King's Birthday (Third Monday in January)	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Family Day (Day after Thanksgiving)
Independence Day	Christmas Day
Labor Day	Floating Holiday

Any day that may be declared a legal national holiday by the President of the United States, or any day that may be declared a legal holiday by the Governor of the State of Nevada or the Mayor of the City of Las Vegas, unless the City is exempted from closings its operations to observe the holiday under State law.

If any holidays fall on Sunday, the following Monday shall be considered the legal holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday.

Employee's wishing to have a holiday off who are normally scheduled to work, may request time off by submitting a leave request. This procedure includes special assignments. A special assignment post does not guarantee the day off.

Employees who are scheduled to work on a legal holiday and who are relieved of duty after reporting for duty on the holiday, shall receive their regular compensation on straight time basis for those regular hours not worked. No employee will be forced not to work the holiday to avoid overtime payment.

### **Section 1. Holiday Pay**

All full-time employees shall receive holiday pay, and such time shall be computed as regular workday. In addition to straight time pay, any such employee shall be compensated at time and one-half the regular rate of pay for all hours worked.

In order to receive holiday pay, the employee must be in a paid status the day preceding and/or following the holiday.

Holidays that fall on an employees regular day off, annual vacation or sick day, shall receive holiday compensation in cash for the holiday(s) straight time. Employees may convert their regular Holiday straight-time pay to annual leave. Employees may volunteer to accumulate TILO equivalent to the paid overtime rather than be paid for the holidays.

## **Section 2. Floating Holiday**

Employees will be credited with annual leave equal to the average daily hours the employee works, excluding overtime, in a normal bi-weekly period at the beginning of the pay period on which the employee's birthday occurs. Employees are to code their time card with annual leave when using their floating holiday.

## **ARTICLE 13 - ANNUAL LEAVE**

### **Section 1. Purpose**

The City and the Association agree that annual leave is provided to employee for the purposes of rest and relaxation from their duties and for attending to personal business. Absences not specifically covered by the provisions herewith shall be chargeable to annual leave to the extent it has been accrued or advanced.

### **Section 2. Accrual**

Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service. Annual leave shall accrue from the date of duty to all employees, except those employed on a temporary appointment basis, in an amount equal to:

- (A) Three and eight hundredths (3.08) hours bi-weekly for the first year.
- (B) Four and sixty-two hundredths (4.62) hours bi-weekly for the second through the tenth year.
- (C) Six and ninety-two hundredths (6.92) hours bi-weekly for years eleven through fifteen.
- (D) Seven and seven tenths (7.70) for each year thereafter.

### **Section 3. Accumulation**

Annual leave may be accumulated up to a maximum of two (2) times their annual accrual. During the calendar year, any annual leave that exceeds the allowed maximum shall be forfeited on December 31<sup>st</sup> of each year, unless the employee was not allowed to take or complete a vacation as scheduled or rescheduled during the last sixty (60) days of the year. Employees who were so affected shall be paid at their full salary plus longevity for all vacation hours they are required to forfeit at the end of the calendar year.

### **Section 4. Payout**

Employees with more than six (6) months service who are separated from the City's employment are entitled to payment for unused annual leave not previously forfeited.

In the case of death of an employee during his tenure with the City, 100% of the employee's unused annual leave shall be paid to the employee's designated beneficiaries as specified in their personnel records, or if no designated beneficiary, to the employee's estate.

### **Section 5. Applications for Leave**

Application for leave must be approved in advance of taking leave and shall be scheduled annually on a seniority basis. The Departmental vacation scheduling procedures shall be developed by the Department Head through discussions with the employees. Unresolved conflicts shall be referred to the Labor/Management Committee. Employee vacations, which have been scheduled for a calendar week or more, shall not be canceled unless an emergency situation exists.

### **Section 6. Advanced Leave**

Upon approval by the City Manager, an employee may be advanced annual leave.

An employee who has taken advance annual leave beyond that accrued at the time of termination shall make restitution for such leave, either by deduction from any amount owed him by the City or by cash refund.

### **Section 7. Annual Sellback**

Employees who have been employed in the classified service for a minimum of eighteen (18) months may elect to exchange up to 40 hours or less of annual leave for up to forty (40) hours pay, subject to the following conditions:

- (1) Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized by the City Manager.
- (2) Exchange privileges apply only to accrued annual leave.
- (3) Employees must have been in the classified service for a minimum of eighteen (18) months.

## **ARTICLE 14 - SICK LEAVE**

### **Section 1. Earning & Use of Sick Leave**

The City and the Association agree that all full-time employees shall accrue four (4.00) hours of sick leave bi-weekly. Employees who are in a non-pay status for a part of a pay period shall have their sick leave accumulation reduced on a prorated basis. Employees shall be paid their current hourly rate plus longevity, if applicable, for each hour of sick leave used. There shall be no limit to the amount of sick leave that can be accumulated.

Sick leave with pay may be used by employees who are:

- (A) Illness or Injury. Incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or
- (B) Medical Emergency. Required to absent themselves from work to personally care for a member of their immediate family as defined in Article 4, in those medical emergencies, which require the employee's prompt attention. Emergency leave shall be taken as sick leave; such cases require explanation of sick leave on the leave slip and approval of the Department Head. Such leave is limited to a maximum of forty (40) working hours per year and shall not be counted as a sick leave incident.
- (C) Doctor Appointment. Required to take time off from work for the purpose of keeping a personal medical, vision or dental appointment. Such leave shall be limited to a maximum of four (4) hours for any one appointment. A request for additional time must be submitted to and approved by the Department Head. Employees should make every effort to make appointments before or after work hours. Medical appointments will not be counted as a sick leave incident.
- (D) FMLA - Any leave covered by the Family Medical and Leave Act as referred to in Article 15, Section 4 of this agreement.

### **Section 2. Reporting Requirements**

- (A) Employees who become ill prior to the start of the workday shall call in 2 hours before the beginning of their shift when using sick leave. An employee incapacitated beyond the period covered by sick leave may be granted accrued annual leave, TILO, or leave without pay by the Department Head. On the approval of the City Manager, an advance of additional sick leave with full or partial pay may be granted. In this case of sick leave depletion, annual leave or TILO shall be used in place of sick leave.

(B) Employees covered by this Agreement shall be subject to the following reporting requirements for payment of sick leave:

(1) Sick Leave Request: Employees are required to file and sign a sick leave request as evidence that the reason for the employee's absence was a use of sick leave as outlined above.

(2) Certificate of Recovery and Fitness: If an employee is requested to do so by the Department Head, or his designee, a Certificate of Recovery and fitness shall be submitted by the employee upon return to work from any illness that required the use of sick leave for four (4) or more consecutive scheduled working days. Such certification shall be signed by a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 and shall state that the employee is capable of returning to work. The Department Head or his designee may require that an employee submit a Certificate of Recovery and Fitness because of excessive use of sick leave. The employee will be notified in writing in advance when a Certificate of Recovery will be required. Excessive shall mean in excess of eight (8) incidents of sick leave usage in the preceding 12-month period. Use of sick leave for funeral attendance or a scheduled medical, vision, or dental appointment or the care of immediate family members shall not constitute an incident of sick leave. A Certificate of Recovery and Fitness may also be required after an employee has used six (6) days of sick leave in conjunction with holidays and/or regular days off in the preceding 12-month period. Supervisors may discipline employees for excessive use of sick leave. Discipline will not be applied for legitimate absences substantiated by a Physician's Certificate from a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 for extended illnesses or injuries. No such certificate of Recovery and Fitness shall be required contrary to the provisions and regulations of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPPA"), 29 USC Sec. 1181 et seq.

(C) While on sick leave, an employee will normally be at a residence for the purpose of recuperating, at a medical facility, or a facility purchasing medications. Employees on extended sick leave are responsible for notifying the Department Head of their primary location and of their expected date of return to work. Extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from disabling illness or injury or other recognized use of sick leave for more than five (5) working days.

Representatives of the department will not conduct residence checks for any kind, unless an employee is a no-call, no-show or the Department has probable

cause to believe that an abuse of sick leave as defined in this agreement is occurring, in which event the Department shall provide to the investigated employee and the Association a written statement setting forth the facts providing reasonable, probable cause for the residence check. This statement shall be provided to the employee and the Association within twenty-four hours of the residence check. This residence check shall be conducted only by Administrative Officer of the Day within the Department.

- (D) Employees shall report to work if recovery of illness is made during the normal work hours. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave is considered evidence of abuse or sick leave and is subject to discipline up to and including termination. Supervisors may not discipline an employee in the absence of evidence that the employee is abusing sick leave. The use of sick leave shall not be a basis for downgrading an employee's performance evaluation in the absence of an actual determination that the employee's use of sick leave has, in fact, been abusive.

### **Section 3. Payoff of Sick Leave**

- (A) Any employee hired prior to July 1, 1991 with less than twenty years continuous service, upon separation for any reason, sick leave hours shall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of fifty percent (50%) of the accrued sick leave hours. Any employee hired prior to July 1, 1991 with twenty years of continuous service, upon separate for any reason, sick leave and hours shall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of one hundred percent (100%) of the accrued sick leave hours up to a maximum accrual of 1000 hours.
- (B) For the purpose of calculating payment of sick leave hours, employees hired on or after July 1, 1991, will have a cap of 600 hours. Employees shall receive payment for one-half the amount of unused sick leave accrued, up to a maximum payment for 300 hours, upon separation, after five (5) years of continuous full-time service. Said payment shall be computed as follows: one-half (1/2) of the employee's accumulated sick leave hours, up to a maximum accrual of 600 hours, and paid at the employees hourly rate including longevity at the time of separation.
- (C) On the first payday of December of each year, the City shall "buy back" one-half (1/2) of all sick leave hours accrued above the 600 hour maximum payoff limit, during that calendar year by said employees. The one-half (1/2) sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "bank" and part of the total sick leave accrual of the employee, but shall not be eligible for pay-off at any time, including separation. Sick leave "bank" hours shall be used only upon exhaustion of all other sick leave hours.

- (D) Employees hired on or after July 1, 1991, shall receive payment for 100% of the accrued sick leave up to maximum of 600 hours upon separation after 20 years of continuous employment with the City.
- (E) In the case of death of an employee during his tenure with the City, 100% of the employees unused sick leave shall be paid to the employee's designated beneficiaries as specified in their personnel records or, if no designated beneficiary, to the employee's estate.

#### **Section 4. Sick Leave Bonus**

Employees who have taken no more than thirty (30) hours of sick leave, for purposes other than bereavement, July 1 through June 30, shall received three hundred dollar (\$300) cash bonus on an annual basis.

#### **Section 5. Bereavement Leave**

- (A) The department shall authorize bereavement leave with pay due to the death of an employee's parent/step-parent, spouse, child, grandchild, grandparent, brother/sister, mother/father-in-law, foster parent, guardian, daughter/son-in-law, sister/brother-in-law, stepchild, adopted child or significant other. "Significant other" means a person the employee lives with that he/she considers a mate.
- (B) Such absence for bereavement leave with pay shall be limited to not more than five (5) workdays per occurrence. In extraordinary circumstances, or where funeral attendance requires the employee to travel over four hundred (400) miles from his/her home, additional bereavement leave may be granted which shall be deducted from accrued leave or leave without pay subject to the approval of the Department Director.
- (C) An employee may use vacation leave or TILO in the case of the death of his/her aunt, uncle, foster sibling, spouse's grandparent or any near relative who raised the employee.

## **ARTICLE 15 - OTHER LEAVE**

### **Section 1. Application and Examination Leave**

An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional transfer opportunities with the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor. In no case shall an employee become eligible for overtime as a result of leave for promotional or transfer opportunity.

### **Section 2. Blood Donors Leave**

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a City authorized and/or sponsored blood donation drive special need. In no event shall an employee be eligible for overtime as a result of donating blood.

### **Section 3. Catastrophic Leave**

- (A) When an eligible employee suffers a catastrophic illness or injury, and the eligible employee has exhausted all accrued leave as a result of the illness/injury, the eligible employee may file a request for donations of leave with the Association.
- (B) Catastrophic Leave requests must be accompanied by a medical statement from the attending physician explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work.
- (C) A committee appointed by the Association Board will review the request to verify the employee's eligibility to receive donations.
- (D) The Association will conduct the solicitation of donations and will be limited to an information-only solicitation, with no personal lobbying by employees. Solicitations will be conducted for 14 calendar days per request and all donations will be submitted to the Association on a form provided by the Association.
- (E) Donations can be made from the donor's compensable sick leave, TILO time, bonus hours, annual leave, and/or floating holiday.
- (F) The minimum donation is four (4) hours; the maximum donation is forty (40) hours. Employees must have a cumulative leave balance of at least forty (40) hours after the donation.
- (G) The Association will forward donations to the City Treasurer's office, where the

donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to sick leave at the hourly rate of the recipient.

- (H) Bank hours, if any, may be approved by the committee on a matching basis, if needed, (i.e., a solicitation for an approved employee nets 100 hours - after 100 hours are used, the committee may approve up to another 100 hours from the bank, if hours are available).
- (I) Eligible employees:
  - a. The Catastrophic Leave Program is available to all Association bargaining unit members.
  - b. Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident that keeps an employee from performing duties of his/her job, (i.e., hospitalized or home bound). The illness or accident cannot be a result of an illegal act, nor can it be self-inflicted."
  - c. Employees who are receiving worker's compensation benefits are not eligible for the Catastrophic Leave Program.
  - d. Personnel who have been released to a light duty status by a medical physician and refuse a light duty assignment will not be eligible for Catastrophic Leave.

#### **Section 4. Family and Medical Leave Act**

Employees who have worked for at least 12 months, and for at least 1,250 hours during the previous 12 months, are eligible for 12 work weeks of paid or unpaid leave during a 12 month period for the purpose of caring for oneself or a family member inflicted with a serious health condition, lasting longer than three (3) days, which requires either in-patient care or continuing treatment by a health care provider. An eligible employee can take up to twelve (12) weeks of leave under this policy in a twelve month period starting on the first day of leave is used. Employees are required to give thirty (30) days advance notice for such leave if the need for leave is foreseeable based on planned medical treatment. All legal requirements of Public Law 103-3, Family & Medical Leave Act of 1993, apply to this Article.

#### **Section 5. Jury Duty or Court Witness**

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding during regular working hours shall receive their regular City pay, less any jury or witness pay. Employees who are subpoenaed to appear as a witness to testify other than during normal work hours shall be entitled to call-out pay as specified under Article 11, Section 9. Employees who are called but not selected to serve on a jury, or

who complete the day's jury duty prior to the end of their normal shift shall report back to work. Employees who work a swing or graveyard shift shall be excused for the day(s) that they are required to report for jury duty. Those persons who re-called as witnesses shall report back to work when excused by the court or tribunal. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in a civil proceeding unrelated to City business.

### **Section 6. Leave of Absence or Leave without Pay**

In addition to the FMLA, leave without pay may be granted to employees for purposes normally covered by sick or annual leave when such leave has been exhausted, or for other justifiable reasons, including education at an accredited college, university or specialized vocational or trade school.

Except for military leave and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) days shall not be credited for purposes of completion of probation, merit increases, seniority, or longevity, annual leave, or sick leave. The employee's service date shall be adjusted to reflect the actual time the employee was actively working for the City of Las Vegas. (These provisions do not apply to leave under the FMLA.)

Continuous leave without pay for periods in excess of thirty (30) days which are necessitated by job-related illness or injury shall be credited for purposes of completion of probation and/or salary increases.

### **Section 7. Maternity/Paternity/Adoption Leave**

In addition to FMLA, employees shall be entitled to leave without pay for up to a maximum of six (6) months for purposes of childbearing and/or for caring for a newly born or newly adopted children. Employees are eligible for this leave for a period up to 12 months after the birth or placement of a child. Employees are required to give thirty (30) days advance notice, if possible, for such leave. Additional maternity/paternity or adoption leave may be awarded only upon written authorization of the City Manager. Employees may use any accrued leave for maternity/paternity or adoption purposes. Use of sick leave for these purposes shall be excluded from disciplinary action.

An employee, upon becoming aware of her pregnancy, shall obtain a statement from her physician confirming the pregnancy. After the initial statement has been presented to the employee's supervisor, the Department will allow the employee to continue working and assign the employee to a modified duty position that will not be injurious to her health or the health of the expected child. Commencing with the sixth month of pregnancy the employee shall present a statement monthly from the physician stating the employee may be permitted to continue working. Employees complying with these provisions shall be entitled to work as long as they continue to present such monthly statements within five days of the due date. If the employee fails to present any

required monthly statement within five days of the date due, the Department Chief may place her on maternity leave.

### **Section 8. Military Leave**

An employee having a reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard, upon request to serve on active duty or inactive duty for training as outlined in the provision of NRS 281.145, shall be granted a maximum of one hundred twenty (120) hours of leave and pay.

Any employee who is called to active duty by the President of the United States to serve in a national or international deployment of the United States Armed Forces shall be granted leave and pay as prescribed by Federal Law.

At the beginning of each calendar year or after a change in shift or status, the employee will provide their immediate supervisor with documentation establishing reserve status and unit assignment. Such documentation shall include the name and phone number of the reservist's commanding officer or designee as a contact point. The employee will provide an annual training schedule, or orders in case of activity duty, by the first scheduled work day after such documentation becomes available to the employee. These documents are to be maintained in the employee's department file.

The employee will provide an Application for Leave form, to their immediate supervisor two weeks prior to their scheduled military leave, when possible. The approved leave slip will serve as full documentation for Payroll purposes.

When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

The employees shall be entitled to retain any Armed Services pay earned during the training duty.

If an employee has an approved scheduled vacation leave, that leave will not be canceled because another employee has been granted military leave.

Employees may utilize vacation, bonus or floating holiday leave in lieu of leave without pay for military leave. Use of these leaves for this purpose shall not be controlled by other policies, procedures or rules that affect leaves.

If an employee submits a request for Annual Leave of one (1) day or more, that leave will not be denied solely because another employee has been granted military leave.

## **ARTICLE 16 - MEDICAL BENEFITS AND LIFE INSURANCE**

### **Section 1. Life**

The City shall provide twenty thousand dollars (\$20,000.00) life insurance protection with double indemnity for the accidental death of a member of the bargaining unit.

### **Section 2. Medical Benefits**

- A) Effective January 1, 2005, employees of the collective bargaining unit will be covered by the Teamsters' hospitalization, health, medical, dental and vision benefit plan. The City shall pay the full cost for hospitalization, health, medical, dental and vision coverage for employees and eligible dependents including full maintenance of benefits of cost, to a maximum contribution of \$651.00 per month per employee. This maximum contribution shall increase on January 1, 2006 by \$80.00 to \$731.00 per month per employee and by \$80.00 on January 1, 2007 to \$811.00 per month. Additional increases of \$80.00 per annum shall accrue on January 1<sup>st</sup> of each and every year thereafter so long as this contract remains in effect.
- B) Employees will be responsible for the costs of Teamster coverage to the extent the amount per employee exceed the maximum contribution specified herein to be paid by the City.
- C) Employees will be responsible for the monthly Affiliation Fee per employee charged by the Teamsters. Upon enrollment into the Teamster's plan and on the first of each and every month thereafter, every employee within the bargaining unit shall have deducted from his/her paycheck the amount to cover the monthly Affiliation Fee plus such additional amounts, if any to cover the employee's contribution of the Teamster plan should costs of the plan exceed the maximum required to be paid by the City.
- D) If the City establishes an employees' retirement medical plan for any City employee, the City and the Association shall meet and confer to discuss participation of employees in this bargaining unit in the plan.

## **ARTICLE 17 - DISABILITY**

### **Section 1 Covered Employees**

The City and the Association agree that all eligible members shall be covered by provisions of an appropriate Workers' Compensation Insurance Program, that may be self-insured or State Insured.

### **Section 2 Accidents or Injury**

Should an employee suffer a service-incurred accident or illness and the benefits paid to such employee under the provisions of the Workers' Compensation Program shall not equal the employee's present gross salary, then and in that event, the employer shall pay to the employee an amount equal to the difference between the compensation received under the Worker's Compensation Program and the employee's then present gross salary excluding overtime, for a period of two hundred forty (240) hours from the first day of absence due to illness or injury. In the event there exists a reason to believe an employee is abusing his/her rights under this provision, the employer may disallow the "equal payment" benefit. In addition to the foregoing, the City may continue this maintenance of income at full or partial pay for a period of up to twenty-four (24) months after the initial two hundred forty (240) hours. The City Manager must review all requests for continuance of maintenance of income beyond two hundred forty (240) hours and approve or disapprove in writing.

### **Section 3 Procedures**

Before the City grants these benefits, the employee shall comply with reasonable administrative procedures established by the City. The City may also request, at its option and expense, that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The City may further require that such injured employee make himself available for light duty work as soon as possible after release by a qualified physician, which may be either City or employee appointed.

An employee whose full salary is being maintained under the provisions of this Article shall not be charged with the use of sick leave for the period of full income maintenance.

#### **Section 4 Long Term Disability Insurance**

The City agrees to provide to all employees covered by this agreement long term disability insurance benefits for the off the job injury equivalent to benefits under Social Security Disability Income or the present or any replacement disability insurance policy issued to cover employees of the City of Las Vegas to the full extent of benefits currently provided whichever offers the greater benefits.

## **ARTICLE 18 - SENIORITY**

### **Section 1. Seniority List**

- (A) City seniority shall be defined as an employee's length of continuous service with the City. Classification seniority for Sergeants means the length of service in a classification. Classification seniority for Corrections Officers and Corporals shall be based upon service date. Employees in classifications that have been re-titled or reclassified shall retain all seniority through any such changes. Employees who are promoted from one classification to a higher classification(s) and subsequently return to the former classification shall be credited with all time spent in the higher classification(s) for their classification seniority. Except that only 75% of the time spent in the appointive rank will be credited towards classification seniority upon return to classified service.

Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay of less than a thirty-day (30) day duration. Except for military leave, FMLA and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) consecutive calendar days shall not be credited for purposes of seniority.

- (B) By the first week in August, the City shall provide the Association with a current seniority list for each classification, showing the service date and date of last promotion to present classification of the employees covered by this contract. The seniority lists shall be posted on the Association bulletin board for each division.

- C) For purposes of promotion, seniority shall be determined by:
- a. Length of time in classification; if tie, then
  - b. Department service date; if tie, then
  - c. City hire date; if tie, then
  - d. Human Resources time stamp
  - e. Any further ties or disputes will be determined by a one-time lottery

If no one protests the seniority shown on their behalf within 30 days of such posting, each classification seniority list shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority listing.

## **Section 2. Use of Seniority**

- (A) In scheduling annual leave, Regular Days Off and shift preference the Corrections Officers and corporals shall be treated as one classification with seniority determined based upon department service date, subject to availability as determined by the Chief. Sergeants will bid for annual leave, regular days off and shift preference based on classification seniority.
- (B) Beginning the second week of September, all employees will bid for shift assignments and regular days off. All bidding will be accomplished by the end of the second week of October. Transfers will take place the first day of the second pay period in January.

Except in the case of a vacancy being filled by a new hire to provide the new hire field training, as vacancies occur throughout the year notice will be given to all employees within 30 days after the vacancy has been created, allowing persons to bid for the vacancy. The vacancy created by the switch will not be subject to the bid process. If a vacancy is filled by a new hire, upon the new hire completing required field training, the position will be posted for bid and all employees will be given thirty (30) days notice to bid. The senior person submitting a bid shall be authorized to fill the vacancy.

Officers may only secure one change of shift per bid year.

- (C) Beginning the first Monday in November, officers will be allowed to make their "first pick" for annual leave. Employees must submit annual leave requests to secure their seniority rights. A maximum of four weeks will be allowed.

One subsequent pick will be allowed beyond the 45 day rule after everyone has made his or her "first pick" selection. Officers must give at least two weeks advance notice before the Department Director or his designee will approve a "subsequent pick" for annual leave. Subsequent picks will be on a "first come, first approved" basis without regard to seniority.

All applications for annual leave will be responded to within seven (7) calendar days of submission.

Annual leave requests submitted after the second pick must be submitted for approval no more than 45 days before the requested date.

Seniority will prevail in subsequent picks when another employee has requested leave for the same period of time on the same request date.

## **ARTICLE 19 - SPECIAL ASSIGNMENTS**

### **Section 1. Definition**

The following assignments are deemed "special assignments":

- a. Two Court Officers;
- b. Two Property Officers;
- c. One Officer to manage the Inmate Facility work crew;
- d. One Safety Officer;
- e. Special Management Inmate Officers (a maximum of one per unit);
- f. One Classification Supervisor (Sergeant);
- g. Two Outside work crew officers;
- h. One Training Officer (Sergeant);
- i. One Training Liaison;
- j. One Supervisor of Maintenance (Sergeant);
- k. Other assignments as discussed and agreed upon by the parties.

### **Section 2. Duration - Special Assignments**

All special assignments along with any Temporary Directive implemented since the last selection for the position shall be posted for application by August 1<sup>st</sup> of each year and all assignments are to be made within thirty (30) days of posting. All special assignments shall be posted and applied for annually. No officer shall be allowed to hold a special assignment for longer than three (3) years, unless no other officer meeting the minimum qualifications for the assignment applies for the assignment after the incumbent's third year. After completion of a Special Assignment, the employee shall not be assigned to another special assignment or in the event of special circumstances as discussed and agreed upon by the parties. Minimum qualifications to apply for a special assignment shall include serving as a Corrections Officer in the Department for no less than three (3) years except a special assignment requiring the rank of Sergeant shall include as a minimum qualification the applicants have passed their probationary period and have been confirmed as Sergeants prior to applying. Selection criteria shall also include departmental standards as set forth in departmental policy.

## **ARTICLE 20 - RETIREMENT**

The City and the Association agree that all employees shall participate in the Public Employees Retirement System of the state of Nevada in accordance with the rules of that system.

The City agrees that any increase in the contribution rate for the benefit of employees participating in the Public Employees Retirement System will be accompanied by a salary increase in the corresponding amount, and shall be used to pay the employee's portion of the increase in the contribution rate.

The City shall comply with all the provisions of NRS 286.421 for the purpose of paying the employee's retirement contribution.

## ARTICLE 21 - REDUCTION IN FORCE

### Section 1. Notice to Association

- (A) Whenever it is determined that a lay off of employees may occur because of lack of work or funds, the City shall give written notice of the layoff, including the reason(s) such action is necessary and the estimated length of the layoff period to the Association President at least fourteen (14) calendar days prior to the effective date of notification to employees.
- (B) Whenever it is determined that a layoff of employees shall occur, the City agrees to supply current time in classification seniority lists to the Association for the jobs being affected.

### Section 2. Provisions

- (A) The City and the Association agree that reduction in personnel as it pertains to employees covered under the provisions of this contract shall be as hereinafter prescribed. When City funded positions of indefinite duration, and which are presently filled, are abolished, reductions shall be accomplished in accordance with the following provisions after all part-time temporary and probationary employees within the classification have been separated from City service.
  - (1) Competition for retention shall be by classification within the department.
  - (2) Further, priority for retention shall be based upon seniority of service within the classification within the given department.
  - (3) The order of reduction in force within a classification shall be
    - (a) Temporary
    - (b) Probationary Employees
    - (c) Part-Time Employees
    - (d) Regular employees in the reverse order of their seniority. In the case of a tie within classification seniority, the employee with the least city employment seniority shall be released first.
  - (4) All personnel who are affected by reduction in force shall have the right to elect a reduction in classification to a lower classification in the same department that they are qualified to fill through previous service in that classification.
  - (5) An employee shall not be separated before the employee has been made a reasonable offer of reassignment, if such offer is possible in the determination of the City.

- (6) As a result of the application of this reduction in force procedure, the City may cause the reassignment, transfer, reduction in classification, or any combination thereof, or the separation of an employee.
- (7) Any employee reduced in classification or terminated under this Article shall have his name placed on the city's reduction-in-force list for a period of twelve (12) months. Employees accepting reassignment or a reduction in classification and shall remain on the reduction -in-force list for their previous classification and shall be reinstated in accordance with their seniority. Previous employees shall be notified once by first class mail and be 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 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.
- (8) Separation 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.
- (B) Temporary employees appointed to the classification 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) Employees who are rehired after 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 the 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.
- (D) The City and the Association agree that there shall be no employee furloughs until the City has discussed with the Association the furlough procedures to be implemented.
- (E) Employees rehired under the provision of this article will be required to submit to and pass a background investigation and entrance physical examination.

## **ARTICLE 22 - RE-EMPLOYMENT**

Employees who resign in good standing from employment may request in writing, within one (1) year after such resignation, that their name be placed upon a rehire list of the classification held upon resignation.

1. Requests shall be submitted to the Human Resources Director, and the Department Head before the individual making the request can be placed upon the rehire list for that classification. The individual making the request shall be notified in writing upon approval or denial of request. All decisions of the Human Resources Director will be final.
2. The rehire list will be utilized in the same manner as an open competitive list and the hiring authority will have the opportunity to conduct selection interviews with the individuals from both lists.
3. Individuals placed on the rehire list will remain on that list for a maximum for one (1) year.
4. Upon rehire, employees will have their salary set at the current entry level for the classification and serve a probationary period of a minimum of six (6) months and up to a maximum of twelve (12) months. Rehired employees may request removal from probationary status after (6) months of successful performance. The request must be in writing and directed to the Chief. Removal from probationary status prior to the twelve-month period will be at the discretion of the Chief.
5. Individuals rehired will subject to the same background procedures currently being utilized for new hires and may be subject to additional testing as deemed necessary by the Human Resource Department.

## **ARTICLE 23 - OUTSIDE EMPLOYMENT**

- (A) Employees will notify the City of an “outside” employment on an appropriate and reasonable City form. All legal employment shall be approved unless the City can show just and reasonable cause for the denial of the employment. No approval shall be delayed for more than fifteen calendar days from date of submission.
  
- (B) Any “outside” employment shall not exceed an average of twenty-four (24) hours per week over any three (3) month period.

## **ARTICLE 24 - LABOR MANAGEMENT MEETINGS**

- (A) A joint Labor-Management Committee shall meet at set times which are to be determined between the President of the Association and the Chief at the beginning of each fiscal year in order to supplement the collective bargaining process. These times can be changed upon mutual agreement between the parties.

The purpose of such meetings may be to:

- Discuss the administration of the Agreement;
- Notify the Association of changes made or contemplated by the Department which may affect the working conditions of employees represented by the Association; including but not limited to changes in posts;
- Disseminate general information of interest to the parties; and
- Give the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interests to their members.

- B) An agenda of issues shall be prepared by the City and Association jointly or separately which shall be approached through meeting of the Labor-Management committee which shall be composed of not more than five (5) representatives of the City and five (5) representatives of the Association. The process shall serve to study issues of mutual interest, including, but not limited to safety and health of employees, performance evaluations and staffing issues to be discussed in good faith on a prompt basis. Issues may fall within or without the instant contract, but it shall be understood that the City and the Association must mutually agree to any modification of this Agreement reached through this procedure in writing.

- C) The Association shall designate a representative to serve as liaison with the Chief or designee, for the purpose of selecting agenda items and organizing meetings. Each party agrees to a reasonable notice to the other party to cancel a meeting. The Association's representative will prepare the Agenda(s) for each meeting and the City's representative.

- D) Minutes of the Labor-Management Committee meetings shall be prepared by the Department Director, or designee, and shall be reviewed and shall be reviewed and approved by the Association's representative by both parties signatures. The minutes shall expressly state each issue or topic discussed during the meeting, the positions of the City and the Association with respect to each issue and the decision reached. Copies of approved minutes will be available for the Association to pick up and are distributed within one week of each meeting.
- E) By virtue of agreeing to the provisions of this Article, neither party shall waive any rights under the Nevada Revised Statutes.

## **ARTICLE 25- DISCIPLINARY ACTION**

### **(A) Grounds for Disciplinary Action**

The City shall adhere to NRS 289, Peace Officers Bill of Rights when initiating discipline under this Article. The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The city shall follow the disciplinary procedures set forth below in enforcing any discipline. An employee shall be notified in writing of any possible disciplinary action within thirty (30) days of the incident-giving rise to the possible discipline, or within thirty (30) days of when the City discovers or reasonably should have discovered the facts supporting possible discipline. The thirty (30) day limitation period does not include vacation leave or any other leave taken by the employee. An employee may appeal any written reprimand, demotion, suspension or other form of discipline through the grievance procedure of this contract, which shall be exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through Step 3 - City Manager level of grievance procedure. POA representation shall be allowed at every level of discipline. No disciplinary action shall be taken based upon incidents occurring six (6) months prior to the administration of disciplinary action. Nothing in this paragraph shall be interpreted as prohibiting the application of progressive discipline as set forth in paragraph (B) based upon prior disciplinary action being taken against any employee.

### **(B) Progressive Disciplinary Action**

The City and the Association recognize the principle of progressive discipline as the form of discipline to be used by the City. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning. Discipline steps may be skipped, depending on the severity of the offense. Nonetheless, skipping steps in the discipline process shall be the exception of the general rule requiring following progressive discipline.

### **(C) Progressive Discipline Steps** - The usual progressive discipline steps are:

1. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisor which puts an employee on notice that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. The intent is for the supervisor to give the employee a clear notice that the specific behavior or performance should be corrected. Oral reprimands are to be documented in memo form with the supervisor and employee each signing and keeping a copy for their record. Copies of the memo are not to be placed in the employee's Department or Human Resources personnel file. Oral reprimands are valid for a period of up to nine (9) months.

2. Written Reprimand - This is the first level of discipline which is documented and which may be placed in the employee's personnel file. Supervisor shall document the violation and corrective action as identified in 1 above, on an Employee Interview form. The employee who is the subject of the disciplinary action will be allowed to read the Employee Interview form, may make any comments desired, and will then sign the form and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand. However, the failure of the employee to respond or deny the charges on the form shall not be interpreted as a waiver of any of the employee's rights under the agreement or as an admission that the allegations are true.
3. Suspension - Suspension may be used after a written reprimand has apparently not corrected the specific unacceptable performance or behavior or rule violations. Documentation is done on an Employee Interview form, as described in paragraph 2, above. Suspensions in excess of 40 hours must have the approval of the Deputy City Manager.
4. Other Disciplinary Actions - After an employee has been suspended, if there is a continuation or reoccurrence of the problem that caused the suspension, the employee may be subject to more serious discipline. The same procedure regarding documentation and rebuttal must be followed, as in the case of a written reprimand or suspension. Examples are:
  - a. Reduction in Classification - This involves the individual reducing in classification from the position currently held to one in a lower pay grade or one of lesser responsibility. This step should be used when the difficulties the employee is experiencing appear to stem from the level of duties and/or responsibilities of the position currently held.
  - b. Reduction in Salary Step - When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step for, a maximum of thirteen (13) pay periods.
5. Termination - Termination is the final step of the progressive disciplinary process. Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is a very serious nature as so to warrant immediate separation from employment.

#### **(D) Records**

Investigations of allegations, which do not result in a corrective or disciplinary action, shall not become part of the employee's personnel file or department file under any circumstances. Employees shall be entitled to the retraction of any document that is proven to be in error or was placed in the employee's personnel files without the employee receiving a copy of the document.

Employee's permanent personnel files are private and confidential and must not be reviewed or otherwise seen by any person other than an authorized employee of the Department of Human Resources, the City Manager or designee, the City Attorney or designee assigned to work on personnel matters, and/or the employee's current Department Director or designee without the prior approval of the employee.

#### **(E) Disciplinary Meetings**

Disciplinary Meetings shall be conducted during an employee's regular work hours or the employee shall be compensated in accordance with this agreement. An employee shall be given written notice twenty-four (24) hours prior to the beginning of any meeting called for disciplinary purposes with that employment, that the meeting could lead to a written reprimand or more serious disciplinary action. The employee shall be provided in writing with the name of the person conducting the meeting, the date, time, location and topic of the meeting. If the employee is not notified, or if the employee comes to reasonably believe that a meeting or interview might lead to disciplinary action against him/her, the employee shall be given an opportunity to request, and adequate time to secure, the presence of a representative at such meeting, inquiry or investigation.

#### **(F) Purging Files and Records**

1. The record of any disciplinary action resulting in a written reprimand shall be removed from an employee's personnel file after a period of eighteen (18) months has elapsed. Any subsequent disciplinary action of similar nature shall extend the period of retention of the original offense for twelve (12) months. Similar nature is defined as a disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations.
2. Records of disciplinary actions resulting in a suspension of 40 hours or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of twenty-four (24) months has elapsed. Any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for eighteen (18) months.
3. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel file. Human Resources staff will review the employee's

personnel file, contact the employee's department to verify the record, and notify the employee of the results of the request. Additionally, the director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary documents exist at the department level alone, those documents shall be returned to the employee for disposal.

4. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.
5. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file shall remain under the control of the Department of Human Resources.
6. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.
7. Purging time limits identified above begin on the date of the employee interview when the employee is formally notified of the disciplinary action.

#### **(G) Just Cause**

Just Cause exists when an employee commits an act of substance relating to the character or fitness of the employee to perform official duties that is contrary to sound public practices or acceptable work performance. The following, although not all inclusive, shall constitute just cause:

1. Conviction of an offense which is punishable as a felony or gross misdemeanor in the State of Nevada, conviction of an offense in any place other than the State of Nevada, which offense if committed in the State of Nevada, would be punishable as a felony or gross misdemeanor, or conviction of any offense which involves moral turpitude;
2. Knowing violation of City or Department Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Deputy City Manager and have been punishable in writing and circulated;
3. Solicitation of the public for money, goods or services which has not been approved in accordance with established departmental procedures;
4. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;

5. Repeated incompetency, repeated inefficiency, repeated carelessness, abuse of sick leave, neglect of duties, unexplained and unapproved absence from duty, excessive absenteeism or tardiness, misuse of theft of City property, continuing or life threatening safety violations, on the job alcohol, or other drug abuse, malfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;
6. Physically striking or threatening a supervisory, managerial, or other employee;
7. Striking in violation of this Agreement, or of NRS 288;

The above grounds are not deemed all inclusive, but merely descriptive.

## **ARTICLE 26 - GRIEVANCE PROCEDURES**

### **Section 1. General**

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the employees of the Bargaining Unit as quickly as possible to insure efficiency and promote employee morale. Should any employee or group of employees feel aggrieved, including the claim of unjust discrimination or any matter or condition affecting health and safety which may be a violation of federal or state law, including occupational Safety and Health Act, 29 U.S.C. Sec. 651-78, Nevada Occupational Safety and Health Act, NRS 618.005 et seq. NRS Chapter 288 and/or may be considered subjects of mandatory collective bargaining, NRS 288.150(2)(m), adjustment may be sought.

The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Whenever Civil Service rules are contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement. Civil Service rules will apply in circumstances where the Agreement is silent. Alleged violations of Civil Service rules, which are not covered by the terms of this Agreement, may only be appealable through the Civil Service Rules. Violations of Federal and State statutory provisions and the enforcement thereof except as referred to in this section are not subject to the grievance procedure hereinafter set forth. Nothing in this paragraph shall be interpreted as prohibiting an employee or the Association from aggrieving an action or conduct which may violate or be in conflict with any federal or state law to the extent the grievance claims or alleges such action or conduct constitutes a violation of this contract or department rules or regulations. No employee shall be deemed to have waived or forfeited any rights, including the right to a jury trial under any applicable federal or state law, by virtue of filing a grievance or requesting arbitration of any dispute within the scope of this Article.

The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Association to charge non-members of the bargaining unit a reasonable service fee for representation in grievance hearings and appeals.

The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge an employee at any time, so long as the action is consistent with applicable state and federal law and the terms of this Agreement. The parties further agree that after a finding of fact, an employee shall have an informal meeting with the Department Director prior to a non-confirmation of appointment.

## **Section 2. Informal Procedure**

Prior to submitting a written grievance, nothing herein shall preclude any employee from discussing his/her grievance with the immediate supervisor up to and including the Chief or his/her designee and an Association Representative for informal adjustment. If the problem cannot be resolved informally, as set forth in this section, the employee may proceed to Section 3.

## **Section 3. Grievance Procedure**

Any dispute concerning interpretation or application of an expressed provision of this Agreement, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or a dispute regarding a disciplinary action taken against an employee shall be subjected to this grievance procedure.

- (1) It is agreed that the City has a right to discipline or discharge employees for just cause. Disciplinary actions, except oral reprimands, shall be subject to the Grievance Procedure. Oral reprimand is defined as a verbal warning, which is not placed within the employee's personnel file. The City shall have just cause for any disciplinary action.
- (2) No regular employee shall be discharged except for just cause defined in Article 25, Section 6, which shall be subject to the Grievance Procedure. It is understood by and between the parties that this section does not affect the City's right to eliminate positions because of layoffs or reduction of force in good faith.

All non-disciplinary grievances must be filed in writing, with the Chief or designee, within thirty (30) calendar days after the matter in dispute/disagreement is alleged to have occurred or thirty (30) days from the time the employee had reason to know the circumstances giving rise to the grievance.

Disciplinary appeals must be filed with the Chief or designee, within fourteen calendar (14) days from the date of issuance. A grievant/appellant may have up to two (2) representatives of his/her choice at any or all steps of the grievance process. Written reprimands may only be appealed through Step 3 of the procedure and are not subject to arbitration.

The Association, upon receiving a written and signed request, shall determine if a grievance exists. If, in their opinion, no grievance exists, the Association may take no further action. Nothing stated herein shall prohibit an employee from proceeding on his/her own behalf in filing and processing a grievance and the City shall recognize the individual employee's rights to file a grievance and proceed through the grievance process, including arbitration as "the grievant".

**STEP 1:** The Association (or the employee in any case) shall present a signed written grievance to the grievant's supervisor and a Lieutenant outside of the grievant's chain of command. The Lieutenant shall, within 14 calendar days of the filing of the grievance, meet with the grievant and discuss the issue. The Lieutenant shall respond in writing to the grievance within seven (7) calendar days of the meeting with the grievant. The decision of the Lieutenant outside the grievant's chain of command is not subject to reversal by anyone in the grievant's chain of command, including the Chief unless the grievant or the Association proceeds to Step Two under this Article.

**STEP 2:** In the event the grievant is not satisfied with the written response to Step One of the grievance, he/she may refer the grievance to Step Two of the grievance procedure by forwarding the grievance in writing, along with the response to Step One, to the Chief. This action must be taken no later than fourteen (14) calendar days after receipt of the written response to Step One. The Chief or designee along with a representative from Human Resources shall meet with the grievant no later than fourteen (14) calendar days after receipt of the grievance for the purposes of attempting to resolve this dispute. The Chief will have seven (7) calendar days from the date of the meeting to answer the grievance in writing. The Chief or his designee shall respond in writing.

**STEP 3:** In the event the grievant is not satisfied with the written response to Step Two of the grievance procedure, he/she may refer the grievance in writing and written responses to Steps One and Two to Step Three, to the Director of Human Resources within fourteen (14) calendar days of the written response to Step Two. The Director of Human Resources will forward the grievance to the City Manager, or designee, who shall respond to the grievance in writing, within twenty-one (21) calendar days of receipt of the grievance in an effort to resolve this dispute. The grievant may request a meeting with the City Manager or designee prior to a written response.

**STEP 4:** If a mutually satisfactory settlement cannot be reached between the City Manager or designee and the Association, the matter may be submitted to Arbitration by the Association or the grievant by serving the City's Director of Human Resources a Notice of Arbitration. This must be done within thirty (30) days of when the answer was due. The parties shall meet within fourteen (14) calendar days from the date the request for arbitration was received for the purpose of selecting an impartial arbitrator.

#### **Section 4. Arbitration Procedures**

Following Notice of Arbitration, the City and the Association or the employee's representative, shall agree upon a source for a list of seven (7) arbitrators. The lists shall either be a Federal Mediation and Conciliation Service (FMCS) or an American Arbitration Association (AAA) list.

To select an arbitrator from the panel, the parties may either mutually agree to one or shall alternatively strike one name each, with the Association striking first. The last remaining name shall become arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Association requesting that he set a time and place, subject to availability of the City and the Association. Any dispute, claim or grievance submitted to the final and binding arbitration under the provisions in the Article shall be done under the voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Service (FMCS).

Decisions of the arbitrators shall be final; however, the arbitrator shall have no power to add to, subtract from, or modify the terms of the this agreement and department Rules and Regulations, except to the degree when rules conflict with this Agreement; and shall make his decision within thirty (30) calendar days from conclusion of the hearing or as agreed upon by the parties. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the City and the Association. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying applicable laws or rules of law and any ruling by the Arbitrator as a question of law may be reviewed by a court of law de novo.

#### **Section 5. Awards**

The arbitrator's award will be final and binding on the Association and it's members, the employee or employees involved, and the City to the extent of the Arbitrator's authority provided herein. All fees charged by the AAA or FMCS and the arbitrator's fees and costs and any costs of transcription of the record shall be shared equally 50% by the Association or grievant and 50% by the City.

#### **Section 6. Time Limits**

In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a holiday.

## **Section 7. Grievance Resolution**

A copy of all written decisions or resolutions will be forwarded to the Association.

- (A) Reduction in Discipline - If the decision is to reduce the discipline, then the originating supervisor who meted out the discipline shall be directed to correct the disciplinary record in any files maintained for the grievant and specifically any file maintained with Human Resources.
- (B) Exoneration of Discipline - If the discipline is reversed in the favor of the employee, all files including the Human Resource personnel file and the employee's department file will be purged of all references to the discipline. Additionally, the Internal Investigations file will be modified to show the findings.

## **ARTICLE 27- SAFETY AND HEALTH**

### **Section 1. General**

- (A) The City and the Association agree that all work shall be performed in compliance with all federal, state and local laws and policies.
- (B) Except in the case of an emergency, the City shall discuss through the Labor-Management meeting all new or proposed changes to policies, practices and posts that effect the safety of the employees prior to the proposed implementation of the policy. The Association may submit to the Chief written comments within thirty (30) days of the labor management meeting during which the matter was discussed.
- (C) It will never be the intent of the City to establish a policy that adversely affects the safety of the employees. If there is a policy that may adversely effect the safety of the employees, the City will first discuss the proposed policy with the Association before implementing the policy.

### **Section 2. Report of Injury**

- (A) At times, supervisors of all employees must complete the appropriate "Report of Injury" form within 24 hours of being notified that a work-related accident has resulted in physical injury to an employee with a copy of the completed Report of Injury form.
- (B) Any injury suffered by an employee not witnessed by his/her supervisor, shall be reported in writing by the employee to his/her supervisor in accordance with N.R.S.; or if prohibited by serious injury, then as soon as conditions permit.

It is the intent of this provision to ensure that staff injuries are reported on a timely basis.

### **Section 3. Safety Coordinator**

The Department Head shall appoint a Safety Coordinator who shall represent the Department Head. The appointed Safety Coordinator shall be responsible for duties as defined in Post Orders, City policy, department work rules and any applicable regulations.

### **Section 4. Safety Committee**

Safety Committee members who shall be no less than four in number, shall be appointed from members of the labor/management committee. Safety Committee members shall be allowed to attend committee meetings while on duty jointly with management. A committee member may be allowed to attend any inspection of or safety or health problems in the Department. The Safety Coordinator shall be required

to notify the Department Head of all recommendations of the Safety Committee. The Chief will respond in writing to the Safety Committee as to the appropriate action to be taken.

The Safety Committee may recommend rules and procedures for the promotion of health and safety of department employees, for making periodic inspections of the department, and for making recommendations for the corrections of unsafe equipment and procedures. When appropriate, recommendations may include a target date for abatement of hazardous conditions or procedures. The primary goal is to rectify all safety issues with action. The Safety Committee shall keep a summary of all committee meetings and preparation of a written report for review by an employee. The Safety Coordinator and the Safety Committee shall participate in the development of proposed policies relating to prevention and control of communicable diseases and present the proposed rules to the Chief for approval.

### **Section 5. Staffing**

The Department agrees to begin the process of filling approved vacancies in an expeditious and timely manner in accordance with City Policy. Only those vacancies recommended by the Department and approved by the City Manager are included in this Section. If the Association has reason to believe that the Department has failed to request that a vacancy is filled, the Association may meet with the Department Director to discuss the matter. If the Association is still not satisfied with the Director's response, the Association may request a meeting with the City Manager. The Decision of the City Manager shall be final. Neither the City nor the Association by virtue of Section 5 of this Article waives any rights under NRS 288.150.

## **ARTICLE 28 - SAVING CLAUSE**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within a reasonable time the matter shall be submitted to Arbitration.

**ARTICLE 29 - DURATION**

This Agreement shall become effective June 23, 2002 and continue in full force and effect through June 24, 2007. However, if the parties hereto do not arrive at a new agreement before June 24, 2007 the provisions of this agreement shall remain in effect until the parties execute a new agreement.

Upon ratification of this contract by the City council, all agreements shall be retroactive to the beginning of the pay period that includes June 23, 2002 unless otherwise specified in the contract. All monetary compensation paid to each Peace Officer for retroactive pay will be itemized on a worksheet attached to the check. A form worksheet is attached as an attachment.

**DATE** \_\_\_\_\_

**CITY OF LAS VEGAS**

**LAS VEGAS PEACE OFFICERS  
ASSOCIATION, INC.**

BY \_\_\_\_\_

Mayor Oscar B. Goodman

BY \_\_\_\_\_

Randy Herdzina, President

**Attest:**

BY \_\_\_\_\_

City Clerk Barbara Jo Ronemus

Approved as to Form \_\_\_\_\_