

# 811553

# COLLECTIVE BARGAINING AGREEMENT

between

Las Vegas Metropolitan  
Police Department

&

LAS VEGAS POLICE PROTECTIVE  
ASSOCIATION

(police + correctus)

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1,200 em<sup>1</sup> 00

July 23, 2001 through June 30, 2005

6/20/02

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## ARTICLE 2 - SCOPE OF AGREEMENT

**2.1 Bargaining Unit.** The term "employee" as used in this Agreement applies to those persons having a regular commissioned Civil Service appointment to the work force of the Department, excluding, however, appointive and other administrative employees, supervisory employees, confidential employees, employees in other recognized bargaining units, and temporary employees, except as specified below.

**2.2 List of Eligible Classes.**

	<u>Salary Range</u>
License Investigator	23
Police Officer II	21
Corrections Officer II	21
Police Officer I	20
Corrections Officer I	20

## ARTICLE 3 - 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 used herein which are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

## ARTICLE 4 - ASSOCIATION SECURITY

**4.1 Check Off.** The Department agrees to deduct from the pay check of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the Association as Association dues and is so certified by the Treasurer of the Association. The Association will certify to the Department, in writing, the current rate of membership dues. The Department will be notified of any change in the rate of membership dues 30 days prior to the effective date of such change. The Department may require the submission of new deduction authorization forms when the Association increases its membership dues.

Such funds shall be remitted by the Department to the Treasurer of the Association within one (1) month after such deductions. The Employee's authorization for such deductions is revocable at the will of the employee, as provided by the law, and may be so terminated at any time by the employee giving 30 days written notice to the Department and the Association or upon termination of employment.

The Department will not be required to honor any pay period deduction authorizations that are delivered to the Payroll Section after the beginning of the pay period during which the deductions should start.

Metropolitan Police Department's commissioned employees. Any time devoted by the representatives to employees of any other entity must be on other than the hours provided by the Department for this position.

*Annotations: In 1997, the article was modified to allow the Association greater flexibility in use of Association leave time without impacting operations. The compensation specified in this article will only be paid to employees of the department and members of the bargaining unit. For the 1997 interest based negotiations, it was agreed that time for collective bargaining would not be deducted from the leave bank.*

**5.7 Bulletin Boards.** It is the right of the PPA Board of Directors or their designee to use the provided space on the bulletin boards for the posting of notices concerning legitimate Association business. A copy of all material to be posted will be sent to the Sheriff and/or his representative when posted.

It is understood that no material will be posted, distributed or circulated by any employee while in or on LVMPD property which contains:

Untrue personal attacks upon any member or any other employee;

Untrue scandalous, scurrilous, or derogatory attacks upon Administration or the LVPPA;

Untrue attacks on any other employee association regardless of whether the organization has local membership.

Attacks on and/or favorable comments regarding a candidate for any public political office.

Any Association member claiming that this section has been violated is responsible for filing a Brief of Complaint.

**5.8 Access to Briefings.** The Association is entitled to address members of the bargaining unit at briefing sessions on issues relating to the administration of this collective bargaining agreement. Discussions relating to the Association's recognition as the exclusive bargaining agent are not authorized. Access to briefing sessions will be approved by the Executive Director and the appropriate Division Chief who will mutually agree upon the schedule and amount of time taken by the Association during such briefing sessions.

*Annotation: This section was added to clarify when it is appropriate for the Association to attend and make presentations at Department briefing sessions. It was agreed between the parties that such Association business would be limited to contract administration and interpretation, legislative and insurance related issues.*

## ARTICLE 6 - STRIKES AND LOCKOUTS

**6.1 Strike.** The Association will not promote, sponsor, or engage in any strike or any slowdown, interruption of work or operation, concentrated stoppage of work, absence from work upon any pretext

Promote employees and determine promotional procedures, as provided in N.R.S. 280.310.

Educate and train employees and determine corresponding criteria and procedures.

The Department shall have such other exclusive rights as may be determined by N.R.S. 288.150.

floating holiday is to be taken as a full day according to the employee's regular work schedule, eight (8), nine (9), ten (10) or 12 hours.

*Annotation: This was revised in 1997 to eliminate the arbitrary application of the terms "unusual and dire." The parties wanted to establish clarity and retain some protection for employees to take their floating holiday. It is intended that if an employee does not make a request as specified in this language, the request will be treated by the supervisor as an unscheduled vacation day. This section was modified in 2001 to clarify the Department's current practice relating to the use of the floating holiday after six months.*

*Annotation: This Article was amended in 2001 to include 9-hour shift and to provide leave time or pay based on the employee's scheduled shift for that day. For example, a 10-hour employee whose regularly scheduled day off falls on a legal holiday shall receive 10 hours of vacation leave or straight time.*

**8.8 Compensation Options.** Pursuant to the provisions above, employees covered by this Agreement may twice a year select the option of pay or vacation leave for holidays. The employee's selection will remain in effect until a change is made. Any changes made are due in Payroll by June 5<sup>th</sup> to be effective on the July 4 holiday and due in Payroll by December 5<sup>th</sup> to be effective for the December 24 holiday. If selection is not made, vacation leave will be given.

*Annotation: The change in 8.8 Compensation Options was made to give the employee more flexibility to select the type of compensation they want to receive. The PPA Vice President and the Executive Director of Personnel will select the dates when selection can be made and members will be notified through department administrative notice and the PPA newsletter. (1997)*

## ARTICLE 9 - VACATION LEAVE

**9.1 Purpose.** The Department and the Association agree that vacation leave is provided to employees for purpose of rest and relaxation from their duties and for attending to personal business.

**9.2 Accrual.** Employees shall be eligible to take vacation leave after completion of six (6) months of continuous full-time service. Vacation leave shall accrue at the maximum rate of 4.62 hours per pay period during which an employee is in a paid status, excluding overtime. After 15 years of continuous service, vacation leave shall accrue at the maximum rate of 6.15 hours per pay period during which an employee is in a paid status, excluding overtime. Effective July 1, 2001, after 20 years of service vacation leave shall accrue at a maximum rate of 7.68 hours per pay period during which an employee is in a paid status, excluding overtime.

**9.3 Accumulation.** Vacation leave may be accumulated up to a maximum of 240 hours during the first ten (10) years of service, 280 hours ten (10) to 15 years of service and 320 hours thereafter. Any vacation leave which exceeds the allowed maximum shall be forfeited on December 31st of each calendar year.

Employees with more than six (6) months service who leave the service of the Department are entitled to payment for unused vacation leave which has not been forfeited in accordance with 9.3 computed on the employee's rate.

**9.4 Approval.** Application for vacation leave must be approved in advance of taking leave. An employee on authorized vacation leave may be granted an extension thereof upon his/her request.

Upon approval by the Department Head, an employee may be advanced vacation leave.

Public Health Requirements. Whose attendance is prevented by public health requirements, or

Doctor Appointment. Required to absent themselves from work for the purpose of keeping an appointment with the doctor (up to a maximum of four (4) hours for any one appointment), or

Bereavement. Required to absent themselves from work for bereavement subsequent to the death of a member of their immediate family (up to a maximum of 48 hours per occurrence). The Sheriff/designee may grant more than 48 hours, not to exceed 240 hours, upon request of the employee or;

Medical Emergency. Required to absent themselves from work to personally care for a member of their immediate family in those medical emergencies which require the employee's prompt attention. Emergency leave shall be taken as sick leave, except for a one-time provision of 48 hours of vacation leave that may be used per fiscal year.

*Annotation: In 1997 the parties modified 10.3 Utilization to allow flexibility for employees to use sick leave for a significant other person that they consider a mate. It was agreed this flexibility was not to be extended anywhere else in the contract. This section also allows for an extension of time by the Sheriff/designee in an extraordinary loss.*

**10.4 Approval/Notice.** All sick leave shall be approved by the designated Department representatives. Employees who do not become ill on the job shall call in as required by Department policy before the beginning of their shift when using sick leave.

**10.5 Immediate Family.** Immediate family shall be defined as the husband, wife, parent brother, sister, child, grandchild, grandparent, mother/father-in-law, sister/brother-in-law, son/daughter-in-law or significant other. For the purpose of section 10.3 only, significant other shall be interpreted to apply when it involves a person the employee lives with that they consider a mate.

*Annotation: This provision was deleted in 1997, because it was ineffective and didn't serve the purpose of preventing people from using all their sick leave.*

**10.6 Family and Medical Leave.** Determination as to the eligibility of Family and Medical Leave must be made prior to, if foreseeable, or during the use of sick leave and the employee must be advised before returning to work of the status of that leave. Employees with questions about FMLA should consult with the Health and Safety Manager or his designee and/or the Association for clarification.

**10.7 Reporting Requirements.** Employees covered by this Agreement shall be subject to the following reporting requirements for payment of sick leave:

**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 legitimate use of sick leave as outlined above within 24 hours of returning to work.

**Certificate of Recovery and Fitness:** A Certificate of Recovery and Fitness shall be submitted by all employees upon return to work from any illness that required the use of sick leave for three (3) or more consecutive scheduled working days if the employee is requested to do so by the Sheriff

of sick leave in the twelve-month period immediately preceding the buy back, the Department will buy 25% of the accumulated leave above the 1,000 hour cap. If the employee used 40 or fewer hours of sick leave in the twelve-month period immediately preceding the buy back, the Department will buy 50% of the accumulated leave above the 1,000 hour cap.

For the purpose of determining the sick leave usage threshold in sections 10.10 and 10.11, bereavement leave will be excluded.

**10.13 Buy Back Exclusion.** Although employees hired, or rehired, after July 1, 1994, may accumulate unlimited hours of sick leave, they will only receive payment for 1,000 hours of that accumulated sick leave at time of termination, retirement, or resignation. No portions of 10.11 and 10.12 above are applicable to employees hired after July 1, 1994.

**10.14 Cash Out.** If a permanent employee leaves the Department after ten (10) years of continuous service, the employee shall receive payment for 50 percent of the employee's allowable sick leave accumulation computed at the base salary rate plus longevity. After 15 years of continuous service, the employee shall receive payment for 62.5 percent and after 20 years of continuous service, payment for 75 percent of the employee's sick leave accumulation. An employee hired after July 1, 1988, may utilize the benefit of this provision one (1) time only.

**10.15 Death.** In the event of the death of an employee, the employee's beneficiary shall receive payment for sick leave accrued at the time of the employee's demise at the rate of 50% for zero to ten years; 75% for 11 to 20 years; and 100% for over 20 years of employment with this Department.

**10.16 Bridged Time.** Employees on the Department payroll as of June 30, 1982, who have had a break in service, shall have their sick leave payoff computed as if their combined years of service were continuous and without break. For persons hired or rehired on July 1, 1982, or thereafter, the provisions of 10.11 shall be applied and any break in service shall not be bridged for the purpose of determining total years of service.

## ARTICLE 11 - SPECIAL LEAVES

**11.1 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 provisions of N.R.S., shall be granted a maximum of 30 shifts 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 status or assignment, 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 active duty,



presented to the employee's supervisor\* and forwarded to Risk Management, a similar statement shall be presented monthly, commencing with the sixth month of pregnancy. Employees complying with these provisions shall be entitled to work as long as they continue to present such monthly statements or until the date specified by their physician as the date beyond which they should not be permitted to work. If the employee fails to present any required monthly statement within five days of the date due, she may be placed on maternity leave after three (3) calendar days notice by the Department.

\*Acting Supervisor or next level in chain of command if the employee's supervisor is unavailable.

Employees may use none, any, or all of their sick leave, vacation leave, bonus leave, floating holiday leave or leave without pay, for maternity/paternity leave purposes. All leaves should be taken as one continuous leave period (unless special circumstances clearly show a legitimate need for broken periods of leave) with the leave without pay being the last to be designated. By the sixth month of pregnancy, employees should make an appointment with the Health and Safety Section, Personnel Bureau to develop a tentative plan for leave usage.

*Annotation: This section was modified to eliminate reference to the Family Medical Leave Act. The parties agreed the provisions of this contract provide employees with time off beyond that provided by the Family Medical Leave Act. For example, a husband and wife who both work for the Department, and each wishes to take leave for the birth of a child, or adoption or placement of a child in foster care, each are entitled to six months leave. The Family Medical Leave Act would restrict time off to 12 weeks to be shared by the husband and wife.*

**11.4 Application and Examination Leave.** An employee shall be permitted reasonable time off with pay during the employee's shift to make application and/or take an examination for Departmental promotional or transfer opportunity. In no case shall an employee become eligible for overtime as a result of competing for a promotional or transfer opportunity.

**11.5 Catastrophic Leave.** When an eligible employee suffers a catastrophic illness or injury, and the eligible employee has exhausted all accrued leaves as a result of the illness/injury, then the eligible employee may file a request for donations of leave with the Association.

The request 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.

Evidence of the Bureau Commander's approval of leave of absence.

A committee appointed by the Association and the Department will review the request to verify the employee's eligibility to receive leave donations.

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 30 calendar days and all donations will be submitted to the Association on the provided form.

**(B) Discovery.** When the Association becomes involved in a potential dispute and needs information to determine whether or not a grievance should be filed, a request for discovery shall be made. The Association representative and a representative from Labor Relations will discuss what discovery is necessary and such information will be made available. The Association/employee will be required to reimburse the Department in accordance with the schedule produced by the Office of Budget and Management as approved by Fiscal Affairs. In the event overtime is necessary to fulfill the Association/employee request for discovery and the parties agree the production cannot be delayed to avoid overtime, the Association/employee shall be responsible for all overtime costs associated with the request.

In the event a dispute arises as to what materials are discoverable, the Association may bring the dispute to the Deputy Chief of Human Resources.

All materials provided the Association during this discovery procedure shall at all times remain confidential and not be shared with other parties unless such material is clearly a matter of public record.

**(C) Definition.** A grievance shall be defined as a dispute regarding the application or interpretation of a provision of the Collective Bargaining Agreement between the Department and the PPA. A grievant may have a representative of his/her choice at any or all steps.

A grievance shall be handled in the manner set forth herein. Other disputes which may arise between the Department and its employees, which do not meet the definition of a grievance, shall be handled in the manner designated for such disputes.

**(D) Process.** If a dispute cannot be resolved informally, the employee shall file the grievance in writing within 30 calendar days of the employee's knowledge of the occurrence giving rise to the dispute. All grievances filed in writing shall be dated as of the date the employee had knowledge of the occurrence giving rise to the dispute and shall specify the Collective Bargaining Agreement provisions alleged to have been violated. The grievance shall specify the facts known and available, which are alleged to constitute the violation.

**Step 1 (Informal).** When an employee has a dispute as defined above, the employee, shall discuss the dispute with his/her immediate supervisor and the next higher level of supervision - the supervisor will consult with the labor relations section prior to this discussion and a representative from labor relations may be present for the discussion, if requested. The employee may have Association representation at this and subsequent meetings. If no Association representation is present, Labor Relations will be notified in order to inform the Association of the issue in dispute. The Association will have a like responsibility to Labor Relations when they are involved in a contract dispute. If the employee is not satisfied with the decision or none is rendered within five (5) calendar days of their discussion, the employee/Association may move the issue to Step 2 by reducing the dispute to a written grievance as specified in section 12.1(D) Process.

**Step 2.** If not resolved at Step 1, the grievance shall be filed with the Bureau Commander, Commander, Deputy Chief or the Undersheriff (or their designees) depending on the employee's rank and/or chain of command. If the matter giving rise to the grievance occurred at the Bureau Commander level, the grievance will be filed at the next level of supervision above the Bureau

Develop stipulations as to the issue and pertinent facts. The stipulated issue and facts, along with those facts that are not agreed upon, will be submitted in writing to the board at least three (3) days prior to the hearing. If no agreement is reached on a statement of the issue, each party will provide a statement of the issue as they see it, and it will be left to the board to decide which issue statement is appropriate prior to the start of the hearing. No facts may be raised at the hearing that have not been presented to the board in the written statement referenced herein, unless mutually agreed by the representatives. Additionally, the board may limit the presentation of evidence on disputed facts they believe are not relevant for them to render a decision.

**Exchange witness lists.** Each representative may call up to three (3) witnesses, unless there is mutual agreement between the representatives to allow more to be called. All department witnesses will be required to attend, will be paid if off duty, and will not suffer any loss of pay if on-duty.

**Exchange exhibits.** Exhibits will be exchanged by the representatives and no other exhibits will be allowed in the hearing unless it is necessary to dispute testimony or validity of exhibits.

The parties will exchange witness lists and exhibits at least seven (7) days prior to the hearing. In the event this exchange is not completed in a timely fashion and there is no agreement by the parties to accept the late submission, the board will accept the exhibits and witnesses, make a determination if any prejudice might arise as a result of the late submission and, based on that determination, may reset the hearing.

- iii Meetings and hearings will be closed and there will be no taping or minutes taken. The individual representatives and support personnel may take individual notes for their own purpose.
- iv The board may deny the grievance or grant the grievance. If the grievance is granted, the board will determine the appropriate remedy.
- v The board will render a bench decision the same day of the hearing. The decision will be verbal, but will be placed in writing by the Department representative. The written document will require approval from the Association representative. If no agreement is reached on the written decision, the board will be reconvened in order to finalize the decision.
- vi The decision of the Board shall be final and binding.

**(E) Time Limits.** In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which the 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.

reimburse the Department in accordance with the schedule produced by the Office of Budget and Management as approved by Fiscal Affairs. In the event overtime is necessary to fulfill the Association/employee request for discovery and the parties agree the production cannot be delayed to avoid overtime, the Association/employee shall be responsible for all overtime costs associated with the request.

In the event a dispute arises as to what materials are discoverable, the Association may bring the dispute to the Deputy Chief of Human Resources.

All materials provided the Association during this discovery procedure shall at all times remain confidential and not be shared with other parties unless such material is clearly a matter of public record.

**(C) Definition.** An appeal shall be defined as a dispute regarding the application of a disciplinary action. For the purpose of this procedure, a written reprimand or greater is considered discipline. An oral reprimand/warning, may only be appealed to Step 1 of this procedure and the decision of the reviewer shall be final at that step. An appellant may have a representative of his/her choice at any or all steps.

An appeal shall be handled in the manner set forth herein. Other disputes which may arise between the Department and its employees, which do not meet the definition of an appeal, shall be handled in the manner designated for such disputes.

**(D) Process.** All appeals shall be filed in writing within 15 calendar days of the date the employee has received a signed copy of the adjudication and the appeal shall specify the Civil Service Rule, or the Department Rule, written order, or regulation upon which discipline is imposed. The appeal shall also specify any information relevant to the employee's reason for appealing.

**Step 1.** Appeals shall be filed with the Bureau Commander, Commander, Deputy Chief or the Undersheriff (or their designees) depending on the employee's rank and/or chain of command. If the matter giving rise to the appeal occurred at the Bureau Commander level the appeal will be filed at the next level of supervision above the Bureau Commander. The reviewer shall initiate an investigation of the appeal. Within 15 calendar days of the filing of the appeal, the reviewer will hold a meeting with the appellant, and a representative in an effort to explain the results of the investigation. The reviewer shall submit to the appellant and the Association, a written response to the appeal, including a summary statement of the findings of the investigation within 22 calendar days of the filing of the appeal.

**Step 2 for Discipline of 80-hour Suspension or Less.** If the appellant is not satisfied with the response provided in Step 1, the Association will request, within 30 calendar days of receipt of the Step 1 response, that the matter be resolved by a Labor/Management Board selected by the Department and Association. The decision of this board shall be final and binding on the parties, but in no event shall the board have any authority to exceed or alter any provisions of this contract or any rules, regulations, policy or procedure that govern the Department. The Board will hold the hearing within 90 calendar days of the request for hearing, or as soon thereafter depending on schedules of the board participants and upon their mutual agreement.

Exchange exhibits. All exhibits will be exchanged by the representatives and no other exhibits will be allowed in the hearing unless it is necessary to dispute testimony or validity of exhibits.

The parties will exchange witness lists and exhibits at least seven (7) days prior to the hearing. In the event this exchange is not completed in a timely fashion and there is no agreement by the parties to accept the late submission, the board will accept the exhibits and witnesses, make a determination if any prejudice might arise as a result of the late submission and, based on that determination, may reset the hearing.

- iii Meetings and hearings will be closed and there will be no taping or minutes taken. The individual representatives and support personnel may take individual notes for their own purpose.
- iv The Department has the burden of proof on disciplinary matters and will present its case first.
- v The board may deny the appeal or grant the appeal. If the appeal is granted, the board will determine the appropriate remedy.
- vi The board will render a bench decision the same day of the hearing. The decision will be verbal, but will be placed in writing by the Department representative within 10 calendar days of the hearing. The written document will require approval from the Association representative. If no agreement is reached on the written decision, the board will be reconvened in order to finalize the decision.
- vii The decision of the Board shall be final and binding.

**Step 2 for Discipline Greater than 80 Hour Suspension.** If the appellant is not satisfied with the response provided in Step 1, the Association will request, within 30 calendar days of receipt of the Step 1 response, that the matter be resolved by an arbitrator. A list of eligible arbitrators will be utilized by the parties on a rotational basis, based upon their availability within 90 days of date of selection. The first arbitrator on the list will be notified of his appointment and the hearing will be scheduled within 90 days of the notice to the arbitrator. If the selected arbitrator cannot serve within 90 days, the next arbitrator will be scheduled under the same conditions. This will occur until a date can be agreed upon. Whoever the arbitrator is who is selected, the next case will first be offered to the next arbitrator on the list and the same procedure will be undertaken as described herein.

The list of arbitrators will be maintained by the Association and the Personnel Bureau.

The Association and Department will meet to review and update the above list as deemed necessary.

The decision of the arbitrator shall be final and binding on the parties and shall be submitted to the parties within 30 calendar days of the close of the hearing. In no event shall the arbitrator have any

## ARTICLE 13 - COMPENSATION

**13.1 Salaries.** The Department and the Association agree that the salaries paid the employees in the various classifications will be the salaries assigned to the salary ranges for each classification shown in the attached documents labeled Salary Schedules, which are attached hereto and incorporated thereby. Furthermore, it is agreed that the employees shall receive a net two percent (2%) salary increase that shall be paid by increasing each salary range and step by the percentages necessary so that after any required retirement deductions (per N.R.S. 286), the employee receives a net two percent (2%) increase effective June 23, 2001. This is reflected in Attachment A. The Department will continue to pay 100% of the cost of the retirement contributions for the State of Nevada Public Employees Retirement System.

Effective January 5, 2002, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above net increase shall become the new salary schedule through June 21, 2002. Effective June 22, 2002, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above increase shall become the new salary schedule through January 3, 2003.

Effective January 4, 2003,, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above increase shall become the new salary schedule through June 20, 2003.

Effective June 21, 2003,, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above increase shall become the new salary schedule through January 2, 2004.

Effective January 3, 2004,, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above increase shall become the new salary schedule through June 18, 2004.

Effective June 19, 2004, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above increase shall become the new salary schedule through December 31, 2004.

Effective January 1, 2005,, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above increase shall become the new salary schedule through June 17, 2005.

The Association and the Department agree to meet in a Labor/Management meeting to address the correction resident/commuter status.

Furthermore, for the duration of this contract, any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one-half (1/2) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective.

**Funding.** In the event the percent increase in the consolidated taxes received by either the City of Las Vegas or Clark County from one fiscal year to the next is less than the increase in the consumer price index for the same period, this section will automatically reopen. The annual CPI change to be used is the U.S. City average, All Urban Consumers, for July each year. Consolidated taxes are those revenues distributed by formula to the City and County. These include sales, motor vehicle, cigarette, liquor and property transfer taxes. Both CPI and actual tax revenue information will be available for comparison by October following the close of each fiscal year. Negotiations regarding this section will affect the fiscal year that begins the following July.

The longevity pay for employees shall be paid on the following basis: Upon completion of five (5) consecutive years of employment, covered employees shall be paid the equivalent of an additional two and one half percent (2.5%) of their pay period base salary.

For each continuing year of consecutive service thereafter, each employee shall receive an additional one-half of one percent (0.5%) increase of the base salary until a maximum of 15% has been reached.

Longevity pay shall become effective in the pay period in which the employee's date of hire falls.

Employees hired after July 1, 2001, will not be eligible for longevity payments under this section until they reach their ten (10) year anniversary date. Employees hired after July 1, 2001, will then be compensated five percent (5%) of their pay period base salary on their ten (10) year anniversary and will continue to receive longevity increases as specified in second paragraph above.

### ***13.5 Jury/Court Pay.***

*Jury* - Eligible members called to serve on jury duty on a normally scheduled shift shall receive their regular pay as well as all jury pay. Those persons called but not selected to serve on the jury shall report back to work when excused.

*On-Duty Court* - Eligible members subpoenaed to appear on duty as a witness in a criminal proceeding, connected with official duties, and who are not a party in such criminal proceeding, shall receive their regular pay providing that all witness fees or pay are returned to the Department. Employees shall report to work when excused.

*Off-Duty Court* - Eligible members required to appear off-duty in court as a witness for the prosecution or defense shall be paid at straight time for the time spent in court plus an hour for duces tecum subpoenas. The payment shall be no less than \$25.00.

***13.6 Retirement.*** The Department 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 Department shall comply with all the provisions of N.R.S. 286.421 for the purpose of paying the employees' retirement contribution, but, will not pay for the purchase of eligible prior service.

***13.7 Shift Differential.*** Shift differential is defined as the amount of compensation authorized to be paid to an employee in addition to his/her regular straight time hourly rate for working a regularly scheduled shift other than day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 5 A.M. or ends no later than 7 P.M. A regularly scheduled shift that exceeds these limits by 25% is entitled to shift differential pay computed at four percent (4%) of base pay. Eligibility for shift differential pay will be determined on a shift by shift basis. The 25% limits specified herein are described below:

An eight (8) hour shift that starts on or before 0300 hours or ends at or after 2100 hours

A nine (9) hour shift that starts at 0245 or ends at or after 2125 hours

A ten (10) hour shift that starts at 0230 or ends at or after 2130 hours

A 12 hour shift that starts at 0200 or ends at or after 2200 hours

**15.1 Contributions.** The Department and the Association agree that the Department will pay part of the employees' and dependents' hospitalization and health insurance plan.



The Department will have equal participation in an insurance board to be formed between the Association and the Department to oversee the implementation and administration of an ERISA based medical trust to be established by January 1, 2002. This article may be revised through labor/management meetings to reflect the relationship between the Department and Association to oversee and administer the new plan.

**15.4 Deductions.** The Department agrees to deduct from the paycheck of each employee in the bargaining unit and the Association who has signed an authorized payroll deduction card such amounts designated as insurance coverage in the excess of that provided in the first paragraph of this Article. All such insurance funds shall be remitted by the Department to the Association within one (1) week of deduction.

**15.5 Hold Harmless.** The Association agrees to indemnify and hold the Department harmless against any and all claims, suits, orders or judgments brought or issued against the Department as a result of any action taken or not taken by the Department with respect to authorized deductions for coverage in excess of that provided in the first paragraph of this Article.

**15.6 Flexible Spending Account.** The Association recognizes the Department's sole right to establish and administer a "Flexible Spending Account" as authorized under Section 125 of the Internal Revenue Service Code. Until such time as the Department implements a "Flexible Spending Account" Department wide, the Association has permission from the Department to establish and administer a "Flexible Spending Account" Plan.

The Department accepts no financial or other responsibility for the Association Plan. The Department agrees to notify the Association at least 90 days prior to a Department plan going into effect. The Association agrees to transfer or dissolve its plan no later than 30 days from the date the Department's plan becomes effective or in accordance with the requirements of the Association plan document and the Internal Revenue Service Code for such plans.

**15.7 Retirement Medical Trust Fund.** Effective July 1, 2002, the Association will join a trust fund for the purpose of funding health insurance coverage for retirees. It is the Association's intent to join the existing PMSA medical trust fund. Contributions to the fund will be deducted from the paycheck of eligible employees.

## ARTICLE 16 - DISABILITY

**16.1 Service Connected.** In the event an employee is absent due to a service-connected injury or illness, the benefits afforded this employee will be as follows.

If the benefits paid to such employee under the provision of SIIS or other Department Workers compensation Program does not equal the employee's gross salary, the Department should pay to the employee an amount equal to the difference between the compensation received under Workers Compensation and the employee's then present gross salary, excluding overtime. This compensation will continue for a period of 800 hours from the first day of absence.

Employees who have ten (10) to 15 years of continuous full-time employment on the date of injury will have their salary compensated for an additional 200 working hours. Employees who have in excess of 15 years

Notice of Layoff. All permanent employees to be laid off shall be given written notice of such layoff at least 14 calendar days prior to the effective date.

Bumping. Any permanent employee who is to be laid off may elect to replace an employee in a lower level of the same or previously held classification series provided:

- a. The bumping employee has more Department seniority than the employee being bumped;
- b. Meets the minimum occupational qualifications; and
- c. Has previously held the position.

An employee electing to exercise bumping rights shall assume the grade of the employee being bumped but at the step closest to his own existing salary at the time of the layoff.

Any employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this paragraph. The decision to bump must be submitted in writing within seven (7) calendar days of notification of layoff.

**17.3 Seniority Lists.** Whenever it is determined that a layoff of employees shall occur, the Department agrees to supply current time in classification seniority lists to the Association for the jobs being affected.

## ARTICLE 18 - HOURS

**18.1 Work Week.** The Department and the Association agree that the normal paid weekly working hours shall be 40. However, if mutually agreed, an alternate work schedule of 80 hours bi-weekly may be utilized. The Department has adopted the FLSA 7 (k) exemption for law enforcement officers. Under this exemption, officers working in the resident program have a 28 day work period.

*Annotation: The FLSA 7 (k) exemption has been Department policy since the Fair Labor Standards Act has applied to local government.*

**18.2 Tour of Duty.** A tour of duty or shift shall be defined as the span of hours during which an individual, or unit, is assigned to work. Under normal conditions, employees will be notified of a tour of duty change at least 12 hours in advance of that change. Permanent or semi-permanent transfers, and overtime, shall be excluded.

**18.3 Overtime.** Overtime pay is defined as additional compensation earned by an employee who is held over on his regularly scheduled tour of duty, or is requested to return to duty at a time that is more than 12 hours after notice is given. The employee will be compensated at time and one-half (1 ½) for their hourly rate of pay, including longevity and assignment differential pay, for those hours worked. The Department has adopted the FLSA 7 (k) exemption for law enforcement officers. Under this exemption, officers working in the resident program will receive overtime for any hours over 171 hours in a 28 day work period. This exemption for resident officers does not apply to reimbursable overtime assignments.

*Annotation: The FLSA 7 (k) exemption has been Department policy since the Fair Labor Standards Act has applied to local government.*

In the event an officer transfers from a special assignment to Patrol, the officer would move to an open position in Patrol. The Patrol Deputy Chief will designate which positions are open and available. Under this circumstance, the employee will be allowed to bid during the next regularly scheduled cycle. When transferring to Patrol from a specialized assignment, an officer will have a choice of area command if a position is available. Seniority shall also apply when exercising such choice.

Patrol will establish a once a year registration for area command to area command transfers. If there are available positions as determined by the Deputy Chief of Patrol, transfers will be accommodated and an officer can utilize seniority to affect such transfers. Additionally, patrol will continue the practice of allowing officers to make a one-to-one swap in area commands as governed by the Deputy Chief of Patrol.

Use of seniority will be allowed for Corrections Officers coming out of special assignments to bid for available positions. The Deputy Chief of Corrections will designate which positions are open and available.

*Annotation: This section was modified in 2001 to clarify established practice regarding movement from a special assignment to patrol and to augment transfers between area commands. Clarification was also added in 2001 allowing the use of seniority for corrections officers coming out of specialized assignments. The bidding practice in Corrections will remain intact for the term of the contract.*

## **ARTICLE 20 - ACCIDENT PREVENTION BANK**

**20.1 Accident Prevention Bank.** Employees will be rewarded for accident-free department driving record by accruing hours to be banked in the event they receive a disciplinary suspension for a traffic accident. The amount of banked hours awarded based on miles driven in an assignment will be determined by the Labor/Management Committee and communicated to all employees by January 1, 2002.

**20.2 Accrual and Use of Hours.** Hours will only be accrued on an accident-free calendar year basis and will be credited at the beginning of the next calendar year based upon their assignment at that time.

Employees are only eligible to accrue hours after they have completed their initial probationary period (including re-hires) as a Police Officer/Corrections Officer. Eligibility for accrual of hours will begin on January 1 after completion of probation. The maximum accrual will be capped at 40 hours.

These hours may be used at the employee's option for disciplinary suspensions applied for traffic accidents and will not be used for any other purpose (i.e., the hours will not be compensated under any circumstance.)

*Annotation: This section was developed in 1997 to provide a reward and diminish the financial impact a suspension would have on employees that maintain an accident-free driving record. The parties understood that different areas or assignments drive more miles and are potentially at greater risk. This provision is designed to create an equitable benefit to all employees based on the miles they drive per year. It was also intended that this benefit will have no effect on decisions made by the Accident Review Board. This Article was revised in 2001 from language that was included in the General Provisions Article of the previous collective bargaining agreement. The hours awarded based on accident free miles driven will be determined by the Labor/Management Committee. In the interim, prior language will be applied to employees affected by this article between July 1, 2001, and development of the new provisions.*

## **ARTICLE 21 - LABOR/MANAGEMENT MEETINGS**

## ARTICLE 22 - DUTY WEAPON

**22.1 Effective Date.** Effective July 1, 2002, the Department will provide reimbursement to all employees hired on or after July 1, 2002, required to carry weapons. Nevertheless, the Department will continue to allow employees hired prior to July 1, 2001, to participate in a voucher program. 20% of eligible employees who have never participated in the voucher program will be eligible to participate each year.

**22.2 Reimbursement Amount.** Prior to July 1, 2002, a Labor/Management committee will determine the appropriate reimbursement amount by reviewing costs of approved weapons and establishing a reasonable average. In determining the amount of the voucher, the parties will review the optional weapons list and average the cost to purchase weapons after throwing out the high and low price. Employees may only receive a one-time reimbursement, except as provided below.

**22.3 Financial Responsibility.** Every probationary employee that receives reimbursement for a duty weapon and fails to complete probation, will be responsible for the return of all reimbursed monies to the Department. This reimbursement will occur as an automatic deduction from the employee's final paycheck. If there are insufficient funds to fulfill the reimbursement obligation, the employee will be billed for the remaining balance.

**22.4 Maintenance.** Aside from general upkeep and cleaning, the Department will be responsible for maintenance of weapons. Any mechanical problems with weapons shall be referred to the Department armorer.

**22.5 Replacement.** Any weapon that is damaged or destroyed as a result of a duty related incident, or is determined to be unserviceable by the armorer will be replaced by the Department. The Department's financial responsibility for replacement will be as specified in section 2 above.

**22.6 Voucher System.** Prior to July 1, 2002, a Labor/Management Committee will formulate a voucher system for the purchase of duty weapons. This committee will formulate a policy for this purpose which will include a required safety check prior to issuance of any voucher. The voucher system will provide a specified "amortized life" of a weapon and associated accessories, and an amortization schedule for reimbursement to the Department. In the event a regular employee leaves the Department prior to the expiration of the "amortized value" of the weapon and associated accessories, the employee will be responsible for reimbursing the Department for the remaining "amortized value." This reimbursement will occur as an automatic deduction from the employee's final paycheck. If there are insufficient funds to fulfill the reimbursement obligation, the employee will be billed for the remaining balance.

**22.7 Stock.** The Department will stock a sufficient number of replacement weapons for temporary use when weapons become unserviceable.

*Annotation: This article was adopted in 2001 to provide for the purchase of weapons for employees hired on or after July 2002 and close out the current voucher program in place prior to July 1, 2002.*

## ARTICLE 23 - TRANSFERS

**23.1 Transfers.** The Association and the Department agree there are three types of transfer - voluntary, administrative, and disciplinary.

- As a result of a positive test the employee will have the option of resigning his/her employment.

**24.3 Exceptions.** The provisions of this article create an exception to the Disciplinary and Decision Guide produced by the Department in February 2001. This exception is created because of the agreement by the Association to allow a random drug testing program.

The agreement to this random drug testing program also creates an exception to the Department Procedure 5/101.42 regarding the purging of documents. A last chance agreement, as provided herein, will remain in an employee's personnel file for the duration of his/her employment or re-employment.

*Annotation: This article was added in 2001 to expand the Department's existing random drug testing program. Final details of this program will be worked out in a Labor/Management Committee. In this committee, a determination will be made regarding such issues as: giving samples on-site or at a designated site; how the random draw will be generated; and revisions to current policy to properly incorporate this agreement.*

## ARTICLE 25 - GENERAL PROVISIONS

**25.1 Savings Clause.** The Department and the Association do agree that if any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

This Agreement shall become effective only when signed by the designated representatives of the Department and the Association.

**25.2 Contract/Civil Service Rule Duplication.** The Department and Association agree that matters subject to bargaining under N.R.S. 288.150 which are in this contract will supersede any corresponding Civil Service Rule of the Department for all Department employees represented by the Association.

## ARTICLE 26 - TERM OF AGREEMENT

This Agreement shall become effective July 23, 2001, unless otherwise specified herein, and shall be effective through June 30, 2005. Retroactivity provided herein shall only apply to employees of the Department as of the date of the signing of this agreement. Individuals that retired as employees of the Department at any time after June 30, 2001, until the signing of this agreement, will be paid retroactively for the wage increase provided herein.

This agreement may be reopened by either party for the specific purpose of discussing the Citizens Review Board in the event issues arise that are determined to be mandatory subjects of bargaining as provided by NRS 288.

For the Department

Jerry Keller  
 Jerry Keller  
 Sheriff

For the Fiscal Affairs Committee

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 Chairman

**EFFECTIVE 06/23/01 THROUGH 01/04/02 (2.0%)**

Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	18.707	19.455	20.233	21.042	21.884	22.759	23.669	24.616	25.601	26.625
21	20.618	21.443	22.301	23.193	24.121	25.086	26.089	27.133	28.218	29.347
23	22.283	23.174	24.101	25.065	26.068	27.111	28.195	29.323	30.496	31.716

**EFFECTIVE 01/05/02 THROUGH 06/21/02 (2.0%)**

Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	19.081	19.844	20.638	21.464	22.323	23.216	24.145	25.111	26.115	27.160
21	21.030	21.871	22.746	23.656	24.602	25.586	26.609	27.673	28.780	29.931
23	22.729	23.638	24.584	25.567	26.590	27.654	28.760	29.910	31.106	32.350

**EFFECTIVE 06/22/02 THROUGH 01/03/03 (2.0%)**

Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	19.463	20.242	21.052	21.894	22.770	23.681	24.628	25.613	26.638	27.704
21	21.451	22.309	23.201	24.129	25.094	26.098	27.142	28.228	29.357	30.531
23	23.184	24.111	25.075	26.078	27.121	28.206	29.334	30.507	31.727	32.996

**EFFECTIVE 01/04/03 THROUGH 06/20/03 (2.0%)**

Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	19.852	20.646	21.472	22.331	23.224	24.153	25.119	26.124	27.169	28.256
21	21.880	22.755	23.665	24.612	25.596	26.620	27.685	28.792	29.944	31.142
23	23.648	24.594	25.578	26.601	27.665	28.772	29.923	31.120	32.365	33.660

23	25.597	26.621	27.686	28.793	29.945	31.143	32.389	33.685	35.032	36.433
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## ATTACHMENT "B"

### RIGHTS OF PEACE OFFICERS

**289.010 Definitions.** As used in this chapter, unless the context otherwise requires:

1. "Peace Officer" means any person upon whom some or all of the powers of a peace officer are conferred pursuant to N.R.S. 281.0311 to 281.0353, inclusive.
2. "Punitive action" means any action which may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer of a peace officer for purposes of punishment.

**289.020 Punitive action: Prohibited for exercise of rights under internal procedure; opportunity for hearing; refusal to cooperate in criminal investigation punishable as insubordination.**

1. A law enforcement agency shall not use punitive action against a peace officer if he chooses to exercise his rights under any internal administrative grievance procedure.
2. If a peace officer is denied a promotion on grounds other than merit or other punitive action is used against him, a law enforcement agency shall provide the officer with an opportunity for a hearing.
3. If a peace officer refuses to comply with a request by a superior officer to cooperate with his own or any other law enforcement agency in a criminal investigation, the agency may charge the officer with insubordination.

**289.030 Limitation on requiring disclosure of financial information.** A law enforcement agency shall not require any peace officer to disclose his assets, debts, sources of income or other financial information or make such a disclosure a condition precedent to a promotion, job assignment or other personnel action unless that information is necessary to:

1. Determine his credentials for transfer to a specialized unit;
2. Prevent any conflict of interest which may result in any new assignment; or
3. Determine whether he is engaged in unlawful activity.

**289.040 Limitation on placing unfavorable comment or document in officer's file; right to respond; provision of copy of comment or document.**

1. No law enforcement agency may place any unfavorable comment or document in the file of a peace officer unless:
  - a) The officer has read and initialed the comment or document; or
  - b) If the officer refuses to initial the comment or document, a notation to that effect is noted on or attached to the comment or document.
2. If the peace officer submits to the law enforcement agency a written response within 30 days after he is asked to initial the comment or document, his response must be attached to and accompany the comment or document.
3. A peace officer must be given a copy of any comment or document that is placed in his personnel file.



be made available for review by one or more examiners licensed or qualified to be licensed in this state who are acceptable to the law enforcement agency and the officer. If the opinion of the reviewing examiners does not agree with the initial examiner's opinion, the officer must be allowed to be re-examined by an examiner of his choice who is licensed or qualified to be licensed in this state.

4. The opinion of the examiner regarding the officer's veracity may not be considered in a disciplinary action unless the examination was conducted in a manner which complies with the provisions of chapter 648 of N.R.S.. In any event, the law enforcement agency shall not use the examiner's opinion regarding the veracity of the officer as the sole basis for disciplinary action against the officer.
5. If the officer refuses to submit to a polygraphic examination required by this section:
  - a) A law enforcement agency may take disciplinary action against that officer; and
  - b) An investigator may make a notation of the refusal in his report.
6. Evidence of any refusal by a peace officer to submit to a polygraphic examination required by this section is admissible if introduced by any governmental body or agency in this state at any subsequent hearing, trial or other judicial or administrative proceeding.

**289.080 Right to presence of attorney or other representative; confidential information; disclosure; punitive action by law enforcement agency prohibited; record of interrogation or hearing.**

1. Except as otherwise provided in subsection 2, a peace officer may upon request have a lawyer or other representative of his choosing present with the peace officer during any phase of an interrogation or hearing.
2. The representative must not otherwise be connected to, or the subject of, the same investigation.
3. Any information that the representative obtains from the peace officer concerning the investigation is confidential and must not be disclosed except upon the:
  - a) Request of the peace officer; or
  - b) Lawful order of a court of competent jurisdiction.

A law enforcement agency shall not take punitive action against the representative for his failure or refusal to disclose such information.

4. The peace officer or the law enforcement agency may make a stenographic or magnetic record of the interrogation or hearing. If the agency records the proceedings, the agency shall at the officer's request and expense provide a copy of the:
  - a) Stenographic transcript of the proceedings; or
  - b) Recording on the magnetic tape.

**289.090 Investigation concerning alleged criminal activities.** The provisions of N.R.S. 289.060, 289.070 and 289.080 do not apply to any investigation which concerns alleged criminal activities.

**289.100 Limitations on application of chapter.**

1. This chapter does not prohibit any agreements for cooperation between the law enforcement agency and agencies in other jurisdictions.