COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAS VEGAS

&

LAS VEGAS POLICE PROTECTIVE ASSOCIATION, METRO INC.

Detention & Enforcement Marshals and Municipal Court Marshals

COMMISSIONED OFFICERS UNIT

June 28, 2015 – June 30, 2019

TABLE OF CONTENTS

ARTICLE	PAGE #
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – DEFINITIONS	2
ARTICLE 3 – NO STRIKES	8
ARTICLE 4 – CHECK OFF	9
ARTICLE 5 – EMPLOYEE RIGHTS & ASSOCIATION BUSINESS LEAVE	10
ARTICLE 6 – CITY MANAGEMENT RIGHTS	12
ARTICLE 7 – BULLETIN BOARDS	14
ARTICLE 8 – HOLIDAYS	15
ARTICLE 9 – ANNUAL LEAVE	17
ARTICLE 10 – SICK LEAVE	19
ARTICLE 11 – HOURS	24
ARTICLE 12 – RETIREMENT	27
ARTICLE 13 – DISABILITY	28
ARTICLE 14 – DISPUTE PROCEDURE	30
ARTICLE 15 – MEDICAL BENEFITS / RETIREMENT BENEFITS	41
ARTICLE 16 – REDUCTIONS IN FORCE / FURLOUGHS	43
ARTICLE 17 – WAGES	46
ARTICLE 18 – UNIFORMS, UNIFORM MAINTENANCE, EQUIPMENT & MAINTENANCE	51
ARTICLE 19 – LEAVE WITHOUT PAY AND SPECIAL LEAVE	52
ARTICLE 20 – SENIORITY	59
ARTICLE 21 – LABOR MANAGEMENT MEETINGS	61
ARTICLE 22 – SAFETY AND HEALTH	63
ARTICLE 23 – RESERVE OFFICER PROGRAM	64
ARTICLE 24 – WAIVER	65
ARTICLE 25 – SAVINGS CLAUSE	66
ARTICLE 26 – PROMOTIONS	67
ARTICLE 27 – DURATION	69
ATTACHMENT A – TIER 1 WAGES	
ATTACHMENT B – TIER 2 WAGES	

ARTICLE 1 - RECOGNITION

(A) The City of Las Vegas (hereinafter called the "City") recognizes the Las Vegas Police Protective Association Metro, Inc., City Commissioned Municipal Court Marshals and Deputy City Marshals Units, (hereinafter called the "Association") as the exclusive bargaining agent for the classifications listed below:

Municipal Court Marshal
Municipal Court Marshal Sergeant
Deputy City Marshal
Deputy City Marshal Sergeant

ARTICLE 2 - DEFINITIONS

(A) 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.

(B) 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.

(C) 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, religion, age, national origin, political affiliation, sexual orientation, or disability.

(D) Most of the following definitions of 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.

1. 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, any deputies and immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and program.

2. Alternate Work Schedules (AWS): Shift hours that would normally be permanent in nature and irregular to that of an eight (8) hour/five (5) days per week work schedule or ten (10) hours/four (4) days per week work schedule.

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

4. 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.

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

6. 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.

7. Classification 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.

8. 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.

9. Counseling: The process of bringing rule violations and performance problems to the attention of an employee; instructing the employee on how to

correct the problem; and informing the employee that further rule violation and/or performance problems will result in disciplinary action.

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

11. Emergency Annual Leave: Leave that may be granted after a request for immediate annual leave that could not have reasonably 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.

12. Field Training Officer: An employee who is officially assigned the task of training an employee or employees.

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

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

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

16. 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.

17. Negotiations: The process of collective bargaining between the City and the Association in determining the relationship between the parties.

18. Normal Work Day: The hours normally required for an employee to work any one-day or one shift.

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

20. Parent Bonding Leave: Leave with or without pay granted to employees for the purposes of caring for newly born and/or newly adopted children.

21. Probationary Employee (Initial Hire): An employee who has not completed the probationary period of employment and whose permanent appointment to the classified ranks has not been confirmed. Probationary employees are subject to different procedures, regulations and conditions of employment from regular employees. Those procedures, regulations, and conditions are set forth in the Civil Service Rules. The probationary period for all new Deputy City Marshal and Municipal Court Marshal employees will begin at the date of hire and will last for a total of twenty-four (24) months.

22. 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 twelve (12) months prior to confirmation of the transfer or promotion.

23. 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.

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

25. Reclassification: The movement of an employee from one classification to another classification.

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

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

28. Salary Schedule: The step, grade, and range structure for allocation of classifications as established by the City of Las Vegas.

29. Salary Step: An increment within a salary grade, which designates a specific pay rate.

30. Service Date (Anniversary Date): Usually the actual date of hire, an employee's service date is that date which reflects the length of active 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 accommodate any periods of leave without pay in excess of thirty (30) calendar days.

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

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

33. Temporary Employee: Persons hired for a term not to exceed 2,080 hours. Temporary employees can be appointive, full-time or part-time.

34. Termination: The separation of an employee from employment with the City of Las Vegas for disciplinary reasons.

35. Trainee: An employee hired in an entry-level position that 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.

36. 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.

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

ARTICLE 3 - NO STRIKES

(A) 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.

(B) 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 - CHECK OFF

(A) 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 the employee should designate as Association dues and is so certified by the Treasurer for the Association.

(B) Such funds shall be remitted by the City to the Treasurer of the Association within one (1) month after such deductions. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1st, except that authorizations may be withdrawn by an employee during a period of twenty (20) days each year ending October 20th by the employee giving notice to the City and the Association or upon termination of employment.

(C) The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

(D) All non-members of the Association will be accessed that persons fair share (such amount to be determined by the Association and certified by the Treasurer of the Association) of the incurred expenses derived from Contract Negotiations and other such Association services (fee schedule will be posted at the LVPPA Office or available through an LVPPA Representative).

ARTICLE 5 - EMPLOYEE RIGHTS AND ASSOCIATION BUSINESS LEAVE

(A) The City agrees to provide leave to certain employees covered by this bargaining agreement, who have been designated to act for the Association, for the purpose of performing duties or providing services for the Association. The Association agrees to reimburse the City the cost of such leave, which the parties have agreed will be done at the rate of $62.50 per hour.

Any time to be spent by employees in performing duties or providing services for the Association shall be approved in advance by the Association, when practical, and subject to the notice requirements to the City as set forth below. For any time spent by an employee that is not approved by the Association, the City may deduct such time from the employees accrued annual leave. If sufficient accrued annual leave is not available, then the City may deduct such time for any accrued TILO. If sufficient accrued annual leave and TILO are not available, then the City may charge the time as leave without pay.

The City will provide a monthly invoice to the association for reimbursed time under this provision. The parties agree to meet and confer over any issues concerning payment, including but not limited to reconciliation or disputes, as well as any forms that may be used in the process.

In general the parties contemplate that the performing of duties or providing services for the association will include, but is not limited to; representing employees in disciplinary matters; grievance adjustment; and collective bargaining, as set forth below.

The parties recognize and agree that the above provisions for reimbursement of leave time spent in performing duties or providing services for an employee organization were negotiated with an intent of complying with the provisions of SB 241, passed by the Nevada Legislature in June of 2015. Any reimbursement provided by this section will only apply to time spent in performing duties or providing services occurring after the effective ratification, approval and execution of this agreement. It is also recognized that by entering into this agreement the Association is not waiving any rights to attempt to challenge the validity of SB 241. Should that law be deemed invalid, the savings clause of this agreement will apply, and the parties will meet to determine what if any bargaining will be required over the impact of any decision.

(B) 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 employee's agreement, employees may be assigned to different shifts because of participation in the negotiations.

(C) Designated representatives of the Association may be granted leave from duty with full pay, as approved by the Department Director or designee, for the purpose of processing grievances, attending meetings with management regarding grievances, labor management meetings, Association training sessions, Association meetings and functions, and Association business when such events take place at the time during which such members are scheduled to be on duty. The Association shall notify the City, in writing, of the names of these representatives. Whenever practical, all representatives shall notify their Shift Lieutenant or designee a minimum of 48 hours prior to the time they wish to conduct appropriate business.

(D) All the rights guaranteed under the Constitution of the United States of America, the Constitution of the state of Nevada and the Nevada Revised Statutes, specifically N.R.S. 289 Peace Officers Bill of Rights are applicable to the employees covered by this Agreement.

ARTICLE 6 - CITY 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: These rights include, but are not limited to, the subject matters which are not within the scope of mandatory bargaining, and which are reserved to the City without negotiations, including:

1. The right to hire, direct, assign or transfer employees, 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 and to Article 16-Reductions in Force, of this contract.

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, work load factors, except for safety considerations.
   c) The quality and quantity of services to be offered 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.

5. The City shall have such other exclusive rights that may be determined by NRS 288.150.

ARTICLE 7 - BULLETIN BOARDS

(A) It is the privilege of the Association to use the provided space on the bulletin boards City of Las Vegas intranet / e-mail system for the posting or sending of notices concerning Association business. A copy of all material to be posted will be sent to the City Manager and/or a designated representative when posted or sent. The City will consult with the Association on the placement of said bulletin boards located within the departments covered by this Agreement.

(B) Space for meetings shall be provided for the Association when reasonable during the length of this Agreement.

ARTICLE 8 - HOLIDAYS

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

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

(B) Any day that may be declared a legal national holiday by the President of the United States. 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 closing its operations to observe the holiday under State Law.

(C) If any of the above holidays fall on Sunday, the following Monday shall be considered as the legal holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday, except those persons whose regularly scheduled workdays fall on a Saturday or Sunday.

(D) All full-time employees who are employed on a 40-hour week, Monday through Friday basis, shall be entitled to time off on such legal holidays.

(E) Employees who are scheduled to work on a legal holiday and who are relieved of duty after reporting for duty on the holiday, shall be paid for all hours worked in addition to receive holiday pay at a straight time rate for the entire day.

(F) Employees who work on a recognized holiday will receive overtime compensation on a time and one-half basis for those hours worked in addition to their regular full pay. Employees whose regularly scheduled day off falls on a recognized holiday shall receive holiday compensation at their regular straight time pay for such holiday(s). The employee 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. [Example: An employee who works eight (8) hours or ten (10) hour days in a bi-weekly period will receive ten (10) hours of annual leave.] 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.

(G) Hours worked when a state recognized holiday falls on a normal workday will be reported as PERS eligible compensation in compliance with current PERS directives. Conversely, hours worked on a holiday that is not their regular workday will not be reported as PERS eligible compensation. This subsection is subject to future changes in PERS directives, and nothing in this agreement can conflict with PERS statutes, regulations, or directives.

(H) In order to receive holiday pay, the employee must be in paid status for the entire work shift preceding and following the holiday.

ARTICLE 9 - ANNUAL LEAVE

(A) The City and the Association agree that annual leave is provided to employees for the purpose 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.

(B) 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 entry on duty to all employees, except those employed on a temporary appointment basis, in an amount equal to:

1. Three and eight hundredths (3.08) hours bi-weekly for the first year.
2. Four and sixty-two hundredths (4.62) hours bi-weekly for the second through the tenth year.
3. Six and ninety-three hundredths (6.93) hours bi-weekly for the eleventh through the fifteenth year.
4. Seven and sixty-nine hundredths (7.69) hours bi-weekly for each year thereafter.

Part-time employees working on a regular appointment are eligible for annual leave on a prorated basis in accordance with these rules. Employees who are in a non-pay status for part of a pay period shall have their annual leave accumulation reduced on a prorated basis.

(C) Annual leave may be accumulated up to a maximum of two times their annual accrual for those commissioned by the City prior to June 26, 2013. Employees noncommissioned as of June 26, 2013 or hired on or after June 26, 2013, will accrue a maximum of 250 hours. During the calendar year, any annual leave which exceeds the allowed maximum shall be forfeited at the end of the last pay period of the calendar 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.

(D) Employees who have successfully completed the probationary period and are subsequently separated from the City's employment are entitled to payment for unused annual leave not previously forfeited.

(E) Application for annual 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.

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

(G) 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 the employee by the City or by cash refund.

(H) Employee vacations, which have been scheduled for a calendar week or more, shall not be canceled unless an emergency situation exists.

(I) Employees who have been employed in the classified service for a minimum of eighteen (18) months may elect to exchange up to eighty (80) hours of annual leave for up to eighty (80) hours pay. Employees who have been employed by the City for fifteen (15) or more years may elect to exchange up to one hundred (100) hours. Exchanges are 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 a cumulative leave balance of at least forty (40) hours after the sellback.

ARTICLE 10 - SICK LEAVE

(A) 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 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.

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

1. Incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or

2. Required to absent themselves from work to attend the funeral of a member of their immediate family, as defined in Section C below. Sick leave with pay may be granted up to a maximum of five (5) working days per occurrence in such cases and shall not be counted as a sick leave incident. In extraordinary circumstances, additional leave for bereavement may be granted by the Department Head; or

3. Required to absent themselves from work to personally care for a member of their immediate family as defined in Section C below. To be granted sick leave with pay in such cases requires substantiation of a medical emergency 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; or

4. Required to take time off from work for the purpose of keeping a personal medical or dental appointment. Such leave shall be limited to a maximum of four (4) hours for any one (1) appointment. A request for additional time must be approved by the Department Head.

5. No employees shall be entitled to sick leave while absent from duty because of a disability arising from a sickness or injury purposely self-inflicted or caused by willful misconduct.

(C) Immediate Family

As used in Section (B) only, immediate family shall be defined as the current spouse, parent, brother, sister, child, grandchild, grandparent, current mother/father-in-law, current sister/brother-in-law, current son/daughter-in-law or current significant other. For the purpose of this section only, significant other shall be interpreted to apply when it involves a person the employee lives with that they consider a mate.

(D) Any time off for funeral attendance in addition to the five (5) working days, referenced in Section (B)(2) and any time off for the personal care of a member of the immediate family which has not been authorized by the Department Head as above provided, may be charged to annual leave, if available.

(E) Sick leave must be approved by the Department Head except that he/she may delegate that authority to any official(s) deemed appropriate. Employees who do not become ill on the job shall call in as required by the work rules before the beginning of their shift when using sick leave. An employee incapacitated beyond the period covered by sick leave may be granted 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.

(F) 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 legitimate 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 certificate shall be signed by a physician 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 if there is reason to believe that an employee is abusing sick leave.

3. Abuse or Excessive Use: Utilization of sick leave for purposes other than those defined in this Agreement shall be considered evidence of abuse. Supervisors may discipline employees when evidence of abuse exists and for excessive use of sick leave. Discipline will not be applied for legitimate extended illness or injury. "Extended illness or injury" shall be considered four or more consecutive scheduled working days.

Annotation: This section was changed in 1997 to allow the parties the flexibility to apply progressive discipline to employees that are using sick leave in a manner that has a negative impact on other employees and operations. The parties agreed that as a general rule, any person who uses eight (8) or more sick leave days per year (excluding extended illness or injury) may be considered excessive. It was understood that eight (8) days is not a specific standard, but merely a guideline for supervisors when assessing circumstances surrounding the absences of employees (ie: supervisors will look at historical attendance, patterns of use, etc.). Extended illness or injury, as defined above, may be considered in determining historical attendance or patterns of abuse for purposes of discipline under this Section. Each case will be handled on a case-by-case basis. Extensive use may not constitute abuse, though documentation and/or justification shall be imperative in either circumstance. Furthermore, comparison from individual to individual is not acceptable; each case is solely situational.

(G) Employees shall be at their place of residence, a medical facility, or their doctor's office, or shall notify the Department Head, or designee, of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave usage, or other such activity when an employee is on sick

leave during their regularly assigned shift hours is considered evidence of abuse of sick leave.

(H) For the purpose of calculating payment of sick leave hours, employees will have a cap of 840 hours, except those commissioned by the City after June 26, 2013 shall have a maximum accrual (hard cap) of 420 hours. Employees shall receive payment for one-half the amount of unused sick leave accrued, up to a maximum payment for 420 hours (or 210 hours for those commissioned by the City after June 26, 2013), upon separation, after five (5) years of continuous full-time service. Said payment shall be computed as follows: fifty percent (50%) of the employee's accumulated sick leave hours, up to a maximum accrual of 840 hours (or 420 hours for those commissioned by the City after June 26, 2013), and paid at the employee's hourly rate including longevity at the time of separation. Employees who separate from employment after completion of (20) twenty years of continuous service shall receive compensation for 100% of all accrued hours up to the 840 hour cap (or 420 hours for those commissioned by the City after June 26, 2013.)

(I) On the first payday of December of each year, and upon separation from the City of Las Vegas, the City shall compensate employees for all of their accrued hours above the 840 hour maximum accrual limit, except those commissioned by the City after June 26, 2013 shall have a maximum accrual (hard cap) of 420 hours. The compensation rate will be as follows:

1. Employees with less than (20) twenty years of continuous service with the City of Las Vegas will receive payment for all sick leave hours accrued above their 840 hour accrual cap at 50% of their current hourly rate of pay.

2. Employees with more than (20) twenty years of continuous service with the City of Las Vegas will receive payment for all sick leave hours accrued above their 840 hour accrual cap (or 420 hours for those commissioned by the City after June 26, 2013) at 100% of their current hourly rate of pay.

(J) Employees who have taken no more than the sick leave usage specified below during a fiscal year period (7/1 – 6/30) listed below, for purposes other than bereavement and Workers Comp Leave, shall receive the following bonus. Use of FMLA counts as absence time and will be a disqualifier for attendance bonus contest purposes.

0.0 hours – 10 hours	$1,500.00

START DATE	END DATE
7/1/15	6/30/16
7/1/16	6/30/17
7/1/17	6/30/18
7/1/18	6/30/19

ARTICLE 11 - HOURS

(A) The City and the Association agree that the normal paid bi-weekly hours shall be eighty (80), including a meal period. The City will make every reasonable effort to provide meal and break periods to all employees of the bargaining unit.

(B) All personnel who work more than their normally scheduled work hours on a daily or weekly basis shall be paid overtime on a time and one-half (1 1/2) hourly rated basis based on their hourly rate of pay including longevity.

(C) In emergency situations requiring immediate attention where the Department Head, or designated representative, feels that it is necessary to call out one or more members of a department, an employee shall be paid overtime pay on a time and one-half (1 1/2) rated basis. Said employee shall be paid for a minimum of four (4) hours regardless of having worked less than four (4) hours. However, in the event that the period of call-outs extends into the employee's normal working shift, such employee shall be paid only for the time actually worked in addition to his normal working shift. If the period of call-out exceeds four (4) hours, the employee shall be paid for the amount of time actually worked.

(D) If an employee is required to return to duty after completing a normal shift or he is required to report to work on a day in which a normal shift is not scheduled, or is required to report for work related court testimony, the employee shall be compensated for a minimum of four (4) hours or the actual time worked, whichever is greater, on a time and one-half (1 1/2) rated basis.

(E) An employee who works less than four (4) hours on the initial call-out and is then called out a second time during the initial four (4) hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed four (4) hours, in which case he shall be paid for the aggregate time so worked. In the event an employee is called out for a second time after the expiration of four (4) hours

from the first call-out, he shall be paid for a minimum of four (4) hours for each call-out except as provided in the previous paragraph.

(F) A shift shall be defined as the employee's normal workday. The workweek shall consist of 4 consecutive 10-hour shifts for members in a Uniform Function. The Municipal Court Marshals may utilize an adjusted 4-shift workweek schedule. (i.e.: 12 hour, 8 hour alternating shifts.)

(G) If an Alternate Work Schedule (AWS) is requested by a majority of the employee(s) affected in a department or work unit, the Association and the City shall within fourteen (14) days to discuss the method of establishing an Alternate Work Schedule for the requesting department or work unit. If a mutually acceptable AWS plan can be established for the department or work unit, 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. In any AWS program established, payment for overtime and paid holidays shall be in accordance with the provisions of this Agreement.

Annotation: The intent of this language is to allow groups flexibility with regard to shift hours with the Departments consent. Keeping firmly in mind the intent of the language in section F with the intent to maintain a four shift (4) workweek or less as in the case of a twelve (12) hour shift schedule.

(H) Time In Lieu Of (TILO)

1. 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.

2. To accumulate TILO time, employees may volunteer to accept time off rather than overtime pay. This TILO time will be accumulated at a time and one-half (11/2) rate for payment purposes. No employee can be required to accumulate TILO rather than be paid at the overtime rate.

3. To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence. Such absences will normally be scheduled only when the workload will allow the employee to be absent. This means that employees may be denied the use of TILO time, whenever, in the supervisor's judgment, it is felt that to allow the employee to use such time will place a hardship on the City or other employees.

4. 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 paycheck stubs 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, such record may not show on the paycheck stub.

5. No employee may have an accumulated balance of TILO time exceeding three hundred (300) hours at the end of any pay period. Employees may not have a deficit TILO time balance.

6. Whenever an employee separates from City employment, any unused TILO will be paid at a straight time rate including longevity.

ARTICLE 12 - RETIREMENT

(A) 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.

(B) Any increase to the Public Employees Retirement System contribution rate above the current rate will be shared by the City and the employee, each paying 50% of the increase; employee paying through salary reduction and the City paying the other half.

ARTICLE 13 - DISABILITY

(A) 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.

(B) 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 during the first calendar month. In addition to the foregoing, in the case of a significant injury the City may continue this maintenance of income at full or partial pay for a period of up to one (1) year after the initial two hundred forty (240) hours.

(C) 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.

(D) The City and the Association agree that in all cases where employees are injured or made ill in the course of their employment, and remain working in a limited or restricted duty capacity, they shall be allowed to receive all treatment, therapy, examinations, and evaluations during compensated work hours. Those who are temporarily incapacitated from work and are scheduled to receive medical treatment will not be compensated beyond the payment amounts specified in (B) above.

ARTICLE 14 - DISPUTE PROCEDURE

APPEAL PROCEDURES

(A) Purpose. The purpose of the following provision is to set forth, simply and clearly, the methods and procedures for the various types of disciplinary disputes that may arise between the parties hereto.

(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 the Department Director (or his designee) will discuss what discovery is necessary and such information will be made available. 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.

In the event a dispute arises as to what materials are discoverable, the Association may bring the dispute to the City Manager.

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 for Discipline. 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 2 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) Definition for Non-Discipline. A grievance shall be defined as a dispute regarding the application or interpretation 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. A grievant may have two representatives 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/City and its employees, which do not meet the definition of a grievance, shall be handled in the manner designated for such disputes.

(E) Appeal Steps for Written Reprimand.

Step 1. The grievant shall reduce the grievance to writing and submit the grievance to Human Resources within 15 working days of when the grievant received the written reprimand for submittal to the Department Director. A meeting will be held with the grievant and his/her representative, a representative from Human Resources and the Department Director or designee within 15 working days of when the grievance was submitted to Human Resources. The Department Director will respond to the grievance within 15 working days of the conclusion of the Step 2 meetings.

Step 2. If the matter cannot be resolved at Step 1, the grievant may submit the grievance to Human Resources within 15 working days of receipt of the grievance from the Department Director or within 15 working days of when the grievance was due for submittal to the City Manager or designee for resolution. The City Manager or designee shall answer the grievance in writing within fifteen (15) working days of its receipt. The grievant may meet personally with the City Manager or designee upon request. If a meeting is requested by the employee, the meeting will be scheduled within fifteen (15)

days of the receipt of the grievance. The City Manager or designee has fifteen (15) working days from the conclusion of the meeting to answer the grievance.

(F) Appeal Steps for Discipline of 80 Hours or less. Process for Appeals of Disciplinary Action resulting in a suspension of 80 hours or less. 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 (Informal) - When an employee has a grievance as defined above, the employee, shall discuss the grievance with his/her immediate supervisor and the next higher level of supervision - the supervisor will consult with the Department Director prior to this discussion and a representative of the Department Director 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, the Department Director will be notified in order to inform the Association of the issue in the grievance. The Association will have a like responsibility to the Department when they are involved in a grievance. 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.

Step 2 - Appeals shall be filed with the Department Director (or his designee) regardless of the employee's rank or chain of command. If the matter giving rise to the appeal occurred at the Department Director level, the appeal will be filed at the next level, Step 3. 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 3 - If the appellant is not satisfied with the response provided in Step 2, the employee or Association will request, within 30 calendar days of receipt of the Step 2 response, that the matter be resolved by a Labor/Management Board selected by the Department and Association. 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.

The Labor/Management Board will be comprised of a three (3)-member panel. The Board shall consist of one (1) Department employee selected by the Department and one (1) employee from the bargaining unit selected by the employee or the Association. The third (3rd) member shall be an at-large member that is not a current employee, but who is familiar with the Department and contract interpretation. The third (3rd) member will be selected by the Department and the Association, and will serve as the Chairperson. No members of the Board can be a party to the dispute. The Board will have the authority to rule on procedural matters raised at the hearing with the basic understanding that the proceeding is intended to be informal and speedy, and that the procedural guidelines provided below shall be followed. The Board will be selected by the parties when a dispute is not resolved at Step 2 and the Association carries the matter to Step 3.

The third (3rd) member of the Board will be selected from a standing list of three (3) approved by the Association and the Department. The Association and Department will meet to develop this list and will periodically review and update the list as deemed necessary. The Association and Department will mutually select the third (3rd) member from this list. If mutual agreement cannot be reached, the third (3rd) member will be selected by a random drawing.

(G) Procedural Guidelines for Hearing

1. The parties may designate who will represent them at the hearing. Each Representative may have up to two other persons present to provide administrative support. Other persons may be present at the hearing upon mutual agreement of the representatives.

2. Within 15 days after appeal to the Labor Management Board is requested, the designated representatives will meet in a pre-hearing conference. The purpose of this meeting will be to do the following:

   a. Exchange witness lists. Each representative may call up to five (5) witnesses, unless there is mutual agreement between the representatives or the Board determines it is necessary 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. Association witnesses will not suffer any loss of pay if on-duty.

   b. 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.

3. 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.

4. The Department has the burden of proof on disciplinary matters and will present its case first.

5. The Board may deny the appeal or grant the appeal. If the appeal is granted, the Board will determine the appropriate remedy.

6. 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's Representative. If no agreement is reached on the written decision, the Board will be reconvened in order to finalize the decision.

7. The decision of the Board shall be final and binding.

(H) Resolution. Reduction in Discipline - At any level of review, if the decision is to reduce the discipline and the grievant accepts the decision, the reviewer that reduced the discipline will have the Adjudication of Complaint rewritten. The new Adjudication of Complaint will show the new level of discipline in the appropriate place on the form. All original dates will be utilized on the rewritten adjudication.

Exoneration of Discipline - At any level of review, if the decision is to remove all discipline, but not the sustained complaint, the reviewer that removed the discipline will have the Adjudication of Complaint rewritten. The new Adjudication of Complaint will show a disposition of "Sustained," however, in the discipline box, "none" will be noted and in parentheses after the word "none," will be the name and position of whoever removed the discipline.

The exoneration of discipline and the sustained complaint can be authorized at any step of the Grievance Procedure. The Labor Management Board or arbitrator may also exonerate the discipline and the sustained complaint if the grievance has been appealed to their level. If the discipline and sustained complaint are reversed in favor of the employee,

the Personnel/Human Resources file and the employee's Departmental personnel file will be purged of all references to the investigation. Additionally, the IAB file will be supplemented to show the findings.

(I) Appeals Steps for Disciplinary Action Greater Than an 80 Hour Suspension and alleged contract violation.

Process for Non-Discipline - If a dispute cannot be resolved informally with the Department Director, the employee shall file the grievance in writing within 30 calendar days of the employee's or Association's knowledge of the occurrence giving rise to the dispute. All grievances filed in writing shall be dated as of the date that the employee had knowledge of the occurrence giving rise to the dispute and shall specify the Collective Bargaining Agreement provisions alleged to be violated. The grievance shall specify the facts known and available, which are alleged to constitute the alleged violation.

Step 1 - When an employee or the Association has a dispute as defined above, the employee or the Association shall submit the written grievance to the Director of HR to be submitted to the City Manager (or designee) for resolution. The appellant or the Association may request a meeting with City Manager or designee. If a meeting is requested, it will be scheduled promptly. The City Manager or designee shall respond to the grievance within 15 working days of receipt, or if a meeting is requested within 15 days of the conclusion of the meeting.

Step 2 - If the aggrieved employee or the association is not satisfied with the response provided in Step 1, the aggrieved employee or Association may request the matter be submitted to final arbitration. The matter shall be submitted to Arbitration by serving the Director of Human Resources with a Notice of Arbitration. This must be done within 30 calendar days of receipt of the Step 1 response, or within 30 days of the time a Step 1 response was due.

1. Appeals of disciplinary matters may be referred to the Expedited Labor Procedure established by the American Arbitration Association, if agreed to by the parties.

2. Disputes involving the application or interpretation of a specific provision of the Collective Bargaining Agreement may be referred to an expedited process upon the mutual agreement of the parties. If the parties cannot mutually agree, then the matter will be referred to the general procedures in place with either FMCS or AAA, which would include the use of a permanent panel, and procedures as established by the parties.

3. The decision of the arbitrator shall be final and binding on the parties. In no event shall the arbitrator have any authority to exceed or alter any provisions of this contract or contrary to the law.

(J) 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.

Employee/Association - Failure on the part of the appellant to file or process the appeal to the next step within the time limits established in the preceding paragraphs presumes that it has been satisfactorily resolved at the last step to which it had been properly processed. However, in the event an employee is unavailable during the response period, the employee may authorize, in writing, the Association to respond on the employee's behalf.

Department - Failure on the part of the Department's representatives/City Manager's representatives to answer the appeal in the time limits established in the preceding paragraphs enables the employee or Association to move the grievance to the next step.

Time limits specified in this appeal procedure may only be extended by written agreement of both parties.

If an appeal is not filed or processed with the time limits set forth above, it will be deemed withdrawn with prejudice, unless the time limitations established are waived or mutually extended by the parties.

(K) Other Disputes. Disputes which do not fall within the definition of a grievance set forth in section 3 above, and which challenge the legality, including the constitutionality, or the propriety, or the reasonableness of a Departmental Rule, written rules, orders, regulations, policy or procedure that govern the Department. The dispute is to be filed in the first instance with the Department Director as appropriate to the chain of command. A meeting will be scheduled by the Department Director with the employee and/or the Association, for the purpose of resolving this dispute. If the dispute is not resolved in the meeting, or meetings held, the Department Director shall, within 15 calendar days of the conclusion of such meetings, furnish the employee and/or the Association with a written response to the issue raised. If the employee or the Association wishes to pursue the matter further, they may do so as allowed within the confines of NRS 288.

(L) Disciplinary Action Defined.

1. **Oral Warning** - This disciplinary step puts an employee on notice that the employee's behavior or performance is not acceptable and that further unacceptable behavior or performance may result in more severe disciplinary action. The interview should be documented in writing with the employee being given the opportunity to make comments. This documentation will be maintained by the employee's supervisor and employee only. Oral warnings will be valid for a six (6) month period.

2. **Written Reprimand** - This level of discipline is documented on an Employee Interview form and placed in the employee's personnel file. The employee will be

given a copy of the Employee Interview form at the time of the interview and may prepare a response to the allegations contained therein.

3. **Suspension** - Suspension may be used after a written reprimand has not corrected the unacceptable performance or behavior or rule violations, or the violation requires more severe disciplinary action. Documentation is done on an Employee Interview form. The City shall not suspend without pay a public employee covered by this contract without first providing that employee with notice and a hearing. Suspension without pay may only be imposed after the City has formally sustained a charge against the employee. This provision does not apply to a situation where criminal charges are pending against the employee.

4. **Other disciplinary actions** - The employee may be subject to more serious discipline, as listed below, if the unacceptable performance, behavior, or rule violation continues, or if the employee's actions require more severe discipline action.

a) Reduction in Classification
b) Reduction in Salary Step

5. **Termination** - Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is of a severe enough nature so as to warrant immediate separation from employment.

(M) Purging Files and Records.

1. The record of any disciplinary action resulting in a written reprimand shall be removed from an employee's Human Resources/Departmental/IAB personnel file upon written request of the employee after a period of eighteen (18) months has elapsed. Any subsequent disciplinary action of a similar nature shall extend the period of retention of the original offense for twelve (12) months.

2. Records of disciplinary actions resulting in a suspension of eighty (80) hours or less or an equivalent loss of pay will be removed from an employee's Human Resources/Departmental/IAB personnel file upon written request of the employee after a period of thirty (30) months has elapsed. Any subsequent disciplinary action of a similar nature shall extend the period of retention of the original disciplinary action for twelve (12) 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 Human Resources/Departmental/IAB personnel file.

4. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.

5. Retention time discussed above shall begin on the date of the notice of investigation (specificity of charges) is presented to the employee.

(N) Documentation. A copy of all appeals shall be forwarded to the Association and the City Managers Office immediately upon filing with the Department.

(O) Just Cause. The City will only discipline employees for Just Cause.

ARTICLE 15 - MEDICAL BENEFITS/RETIREMENT BENEFITS

(A) The City and the Association agree that the City will pay the cost of the premium equivalent or fully insured monthly premium for hospitalization and health insurance and the cost of the monthly premium for dental, vision, long term disability and term life insurance for each individual employee covered by the provisions of this contract as approved by the Las Vegas City Council.

The City also agrees to pay the costs equal to fifty percent (50%) of the premium equivalent or fully insured monthly premium for the hospitalization and health insurance coverage for dependents.

(B) All communications concerning employee insurance by the City shall be directed to the Executive Director of the Association or his Designee. The City shall address all communications concerning the City of Las Vegas Employees Self Insurance Plan, equivalent or fully insured plan to the Executive Director or his Designee of the Association. The City agrees that it will provide the Association, upon request, copies of all written correspondence relating to the premiums charged in the last insurance year, the current insurance year and the prospective insurance year between the City, the insurance providers and the administrator.

(C) The City 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 amount as the employee may designate as insurance coverage. All premium deductions will be submitted to the Self Insurance Plan, equivalent or fully insured plan within one (1) week of deduction.

The City shall establish the necessary accounts and accounting procedures to ensure that:

1. A record is kept, by pay period, of the number of employees eligible for insurance coverage and the amount of funds paid by the City on their behalf.

2. A record is kept, by pay period, of the employees' contributions collected and deposited on their behalf.

3. All disbursements of funds from the insurance payment accounts shall be for the appropriate payment of insurance premiums, claims, or other legitimate expenses of the group hospitalization, health, vision, dental, life insurance, and any other insurance programs provided.

(D) In the event the Association joins a Retirement Medical Trust Fund, the City will make the requested payroll deduction for authorized enrollees.

(E) Effective January 1, 2016, the City agrees to provide Deferred Compensation Match which will be available to bargaining unit members in the amount of up to two thousand dollar ($2,000) annually. Employees vest in the match after five (5) years of eligible service with the City of Las Vegas.

ARTICLE 16 - REDUCTIONS IN FORCE/FURLOUGHS

(A) The City and the Association agree that reduction in personnel as it pertains to employees covered under the provisions of this Agreement 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.

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 employees

   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 Detention and Enforcement personnel who are affected by a reduction in force shall have the right to elect a reduction in classification only to a lower classification specifically within the ranks of their then present Deputy City Marshal hierarchy (Detention is specifically excluded).

All Municipal Court personnel who are affected by a reduction in force shall have the right to elect a reduction in classification only to a lower classification specifically within the ranks of their present Municipal Court Marshal hierarchy at Municipal Court.

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. Employees separated by a reduction in force shall be given a minimum of eighteen (18) weeks' notice and a minimum of three (3) months (12 weeks) pay.

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 thirty-six (36) months. Employees accepting reassignment or a reduction in classification 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 by certified mail, return receipt requested, at their last known address, and must respond within ten (10) calendar days of receipt by certified mail or in person that they are accepting the offer of re-employment on the date specified in the offer, or they shall be deemed to have refused the offer of re- employment and shall forfeit all seniority and/or rehire rights and privileges. In the event that the notice of delivery is not returned within ten (10) calendar days of mailing, the City may proceed to fill the position.

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

ninety (90) day period then all annual and sick leave must be paid off.

9. The City will maintain all existing management rights, including but not limited to the unilateral right to reduce in force or lay off any employee and/or the right to determine staffing levels, content of the work day, quality and quantity of services offered to the public and means and methods of offering those services to the public.

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

(D) Employees who are rehired from the City's reduction-in-force list must pass a complete background investigation and current entrance physical exam prior to being rehired.

(E) 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.

ARTICLE 17 - WAGES

(A) The City and the Association agree that the salaries/wages paid the employees/eligible members in the various classifications shall be the salaries assigned to the salary ranges for each classification as shown in the attached salary schedules for the City of Las Vegas Commissioned Municipal Court Marshals and Deputy City Marshals Units Officers Salary Schedules, which is attached hereto and incorporated thereby as "Attachment A - Tier 1" for those hired prior to June 27, 2011 and "Attachment B - Tier 2" for those hired on or after June 27, 2011 of this Agreement.

- Effective the first pay period following Council approval of this agreement, the PMA (Tier 1) wage schedule will be increased by 2%, which represents a 2% base wage increase for employees on the PMA schedule.

- Effective the first pay period following Council approval of this agreement, the PMB (Tier 2) wage schedule will be increased by 6%, which represents a 6% base wage increase for employees on the PMB schedule.

- Effective July 1, 2016, the PMA (Tier 1) wage schedule will be increased by 2%, which represents a 2% base wage increase for employees on the PMA schedule.

- Effective July 1, 2016, the PMB (Tier 2) wage schedule will be increased by 6%, which represents a 6% base wage increase for employees on the PMB schedule.

- Effective July 1, 2017, the PMA (Tier 1) wage schedule will be increased by 2.5%, which represents a 2.5% base wage increase for employees on the PMA schedule.

- Effective July 1, 2017, the PMB (Tier 2) wage schedule will be increased by 6%, which represents a 6% base wage increase for employees on the PMB schedule.

- Effective the first pay period in July, 2018, all employees on PMA and PMB schedules will receive a lump sum payment equivalent to 4% of base pay.

The City agrees to retroactively pay to employees pay steps and longevity from July 1, 2015 to the date of implementation of this agreement.

A one-time four hundred dollar ($400) gross lump sum contract execution bonus will be paid to all employees covered by this contract who are on the payroll as of the execution date of this Agreement. The lump sum amount will be included in the employee's regular paycheck following Council approval of this Agreement

(B) Acting Pay - Employees who are required to assume temporarily the full responsibilities of a position of a higher salary grade 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 require the written approval of the City Manager. Acting assignments may not exceed ninety (90) calendar days in length. Acting pay does not apply to Field Training Officer assignments. (SEE SECTION E BELOW)

(C) Shift Differential - 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 regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 5:00 AM or ends no later than 7:00 PM. Employees whose regular shift begins earlier than 1:30 AM or lasts longer than 10:30 PM shall be entitled to shift differential pay computed at four percent (4%) of base pay plus longevity. Eligibility for shift differential pay will be determined on a shift-by-shift basis.

(D) Longevity

1. The longevity pay for employees hired before January 1st, 2004 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.

2. The longevity pay for employees hired after January 1st, 2004 shall be paid on the following basis: upon completion of ten (10) 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-four (24) 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.

3. Employees noncommissioned as of June 26, 2013 or hired after June 26th, 2013 will not be eligible for longevity pay.

(E) Training Officer Pay – All Field Training Officers and Field Training Managers who are assigned a trainee by the department and performing assigned FTO duties will receive 8% premium pay for the performance of these duties. Selection and assignment to the FTO position will be based upon established departmental procedures.

(F) POST Certification Incentive Pay - Any employee hired prior to August 9, 2006, who was a member of the bargaining unit on that date and who fulfills the requirements

for Intermediate and Advanced POST Certification shall be placed on the salary grade listed below. Their salary step number will remain unchanged:

1. Intermediate – Deputy City Marshal and Municipal Court Marshal will be placed on grade PMA7. Deputy City Marshal Sergeant and Municipal Court Marshal Sergeant will be placed on grade PMA16.

2. Advanced – Deputy City Marshal and Municipal Court Marshal will be placed on grade PMA9. Deputy City Marshal Sergeant and Municipal Court Marshal Sergeant will be placed on grade PMA18.

Employees hired on or after August 9, 2006 will not be eligible for Intermediate and Advanced POST Certification incentive pay.

Following Council approval of this agreement, Tier 1 (PMA) employees hired after August 9, 2006 will be eligible for POST Certification Incentive Pay per the terms outlined above on the following basis: As each employee who is currently receiving/eligible for POST Incentive Pay separates employment with the City from this bargaining unit, a "slot" will open and enable the employee with the most bargaining unit seniority hired after August 9, 2006 who would otherwise be eligible for POST Incentive Pay to be compensated for their levels of certification. Such slots will open separately by the Department of Detention & Enforcement and the Department of Municipal Court. Tier 2 (PMB) employees will not be eligible for POST Certification Incentive Pay under any circumstances.

(G) Stand-By Time - Stand-by time is defined as time that an employee is assigned, by management, in writing and in advance, to be ready to work outside their normal

work hours. Stand-by time shall be paid at a rate of thirty-five dollars ($35) per day on a normal work day worked and fifty dollars ($50) per day on a normal day off. Stand-by time shall not be included in the computation of overtime. During this time, the employee must be ready and able to report to work within forty-five (45) minutes if so notified by telephone, pager, or other electronic device provided by the City. No employee will receive stand-by pay while on annual leave, sick leave, or TILO.

ARTICLE 18 - UNIFORMS, UNIFORM MAINTENANCE, EQUIPMENT AND THE MAINTENANCE THEREOF

The City and the Association agree that:

(A) The City shall provide uniforms and other uniform accessories to all employees covered by this Agreement. Employees shall receive quarterly uniform maintenance stipends as noted below:

	DEC 2015	MARCH 2016	JUNE 2016
	$375	$375	$375

SEPT 2016	DEC 2016	MARCH 2017	JUNE 2017
$375	$375	$375	$375

SEPT 2017	DEC 2017	MARCH 2018	JUNE 2018
$375	$375	$375	$375

SEPT 2018	DEC 2018	MARCH 2019	JUNE 2019
$375	$375	$375	$375

(B) The City shall provide all guns, leather and other accessories, as it deems necessary on a first issue and replacement basis only.

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

(D) New hires shall be furnished appropriate uniforms and shall be paid a prorated share of the uniform allowance described in Section A above.

ARTICLE 19 - LEAVE WITHOUT PAY AND SPECIAL LEAVE

(A) Childbearing/Employee Bonding Leave

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 newly born or newly adopted children. This leave runs concurrently with any available FMLA leave up to a maximum of twelve (12) weeks. Employees are eligible for this leave within 12 months following 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 or use of maternity/paternity or adoption leave not expressly set forth herein may be awarded only upon written authorization of the City Manager via Department chain of command. Employees may use any accrued leave for childbearing/employee bonding purposes.

(B) Family and Medical Leave

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 inpatient care or continuing treatment by a health care provider. A 12 month period starts on the first day leave is used, in accordance with this Section. 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 Sections A & B of this Article.

(C) Military Leave

When a non-temporary employee enters the Armed Forces of the United States whether voluntarily or involuntarily, the following shall apply:

1. The employee shall be granted military leave without pay for the duration of the employee's active service.

2. Any employees so granted military leave who are later honorably discharged or discharged as a result of disability from the Armed Forces shall be restored to their former classification or to a like classification. To qualify for such restoration, the employees must make application for reinstatement within ninety (90) calendar days of discharge. Such restoration is further dependent upon the City's circumstances having not changed in such a manner as to make such reinstatement impossible or unreasonable and upon determination by the City Manager that the employee is able to perform the duties and responsibilities of the position.

3. Any employees so restored shall be granted accrued seniority, benefits, or other compensation in accordance with the applicable Federal law.

4. Persons who are employed to fill positions vacated as a result of the incumbent being placed on military leave shall be so notified at the time of their appointment. Such appointments may be made on a temporary basis if the incumbent is on military leave for a period of less than one year. Any persons employed on a non-temporary basis in positions vacated as a result of military leave may be subject to reassignment, transfer, reduction in grade, or termination upon reinstatement of the returning employee. Any such reassignment, transfer, reduction in grade, or termination shall be done in accordance with reduction in force procedures specified in this Agreement and the City of Las Vegas Civil Service Rules.

5. Any employee holding reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard who is obligated or ordered to serve on training duty shall be granted military leave for a period not to exceed fifteen (15) days or what is required in NRS, whichever is greater in any one calendar year. Compensation during such leave shall be the normal gross salary that the employee receives from the City, excluding overtime. The employee shall be entitled to retain any Armed Services pay earned during the training duty.

6. 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.

(D) Court Witness or Jury Duty Leave

Employees called for jury duty during working hours shall receive their regular City pay, but they must turn in to the City any fees received for such duty.

Employees shall also receive their regular pay if they are parties, witnesses or otherwise required to attend a court proceeding during working hours in connection with a case that arose out of their duties as City employees. As with jury duty, any fees received as a witness must be turned in to the City.

Employees who are absent from work because of jury duty or court appearances in the cases described above shall report back to work when excused by the court, if they are excused before their normal shift ends.

Employees are not entitled to their regular City pay if they are required to appear in court in either criminal proceedings as a defendant, or in civil proceedings that do not arise out of their duties as City employees.

(E) Leave without Pay

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.

1. 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. The employee's service date shall be

adjusted to reflect the actual time the employee was actively working for the City of Las Vegas.

2. Continuous leave without pay for periods in excess of thirty (30) days must be approved by the employee's Department Director and the City Manager.

3. 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 upon recommendation of the employee's Department Director and approval of the Director of Human Resources Department and the City Manager.

(F) 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 or transfer opportunities within 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 a promotional or transfer opportunity.

(G) Blood Donor 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 or special need. In no event shall an employee be eligible for overtime as a result of donating blood.

(H) Catastrophic Leave

1. 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, then the eligible employee may file a request for donations of leave with the Association.

2. The request must be accompanied by:

   a) 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.

   b) Evidence of the department director's approval of a leave of absence.

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

4. 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 a two-week period of time per each request and all donations will be submitted to the Association on a form provided by the Association.

5. Donations can be made from the donor's TILO time, annual leave, Professional Leave Days, sick days, and bonus days. Sick leave donations will only be allowed from the employees' payable hours (those hours that the employee would receive cash payment for upon separation from City employment.). Employees with less than (5) years of classified service are not eligible to donate to sick leave. Employees with more than (5) years service may option to have up to (50%) percent of their annual non-surplus sick leave credited to the catastrophic leave bank. Employees with over 20 years service will have 100% of their donation credited to the catastrophic leave bank.

6. The minimum donation is four (4) hours; the maximum donation is twenty-four (24) hours. Employees must have an annual leave balance of at least forty (40) hours after the donation.

7. 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. If any donated sick leave hours remain at the end of the Catastrophic Leave, they will remain in a sick leave bank for future use.

8. 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 the 100 hours are used, the committee may approve up to another 100 hours from the bank, if hours are available).

9. Eligible employees:

a) The Catastrophic Leave Program is available to all Association bargaining unit members.

b) Employees must be off probation and/or at least be employed by the City for six (6) months prior to becoming eligible for the Catastrophic Leave Program.

c) Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident that keeps an employee from performing the 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."

d) Employees with a work-related workers' compensation claim are not eligible for the Catastrophic Leave Program.

e) Personnel who refuse a light duty assignment will not be eligible for Catastrophic Leave.

10. That the parties agree that should any problem arise in the administration of Section G of this Article, or any abusive practice should arise, that the parties agree to meet to make reasonable adjustments to facilitate the administration of the program or to eliminate any abusive practices.

(I) Professional Leave Day - Employees may choose to use their Professional Leave Day at any time of the year. However, use of the employee's Professional Leave Day can only be denied in unusual or dire circumstances. It must be scheduled in advance and approved by the employee's supervisor. The Professional Leave Day must be used within one calendar year from date of issuance or it will be forfeited.

ARTICLE 20 - SENIORITY

(A) The City and the Association agree that a seniority list for each classification, showing the service date and date of last promotion to present classification, shall be established annually and posted on the department bulletin board. If no one protests seniority shown on their behalf within forty-two (42) days of such posting, the seniority list shall stand as conclusive evidence of each person's seniority until the establishment of the next annual seniority list, posted in the first week in July.

(B) Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay (LWOP) of less than a twenty-eight (28) day duration.

(C) City seniority shall be identified by the service date and defined as the length of continuous active service with the City of Las Vegas, less any periods of LWOP in excess of thirty (30) days.

(D) Classification seniority shall be determined by the date the employee was last promoted to their present classification. Where two (2) or more employees entered the classification on the same day, City seniority shall prevail. If City seniority is equal, then the earliest date stamp on the job application for the classification shall prevail.

(E) Beginning the first week of September, all Deputy City Marshals will bid for vacation schedules, regular day off (RDO), shift assignments, Daily assignments for Beat/Sector/Post may be done based on classification seniority, whenever practical, as identified in Paragraph (D) above. All bidding will be accomplished by the first Friday of October. Transfers will take place the first day of the second pay period in January.

(F) Beginning the first week of September, Municipal Court Marshals assigned to field service will bid for vacation schedules, regular day off (RDO), and shift assignments, based on classification seniority, as identified in Paragraph (D) above. Marshals assigned to court

service will bid for vacation schedules. All bidding will be accomplished by the first Friday of October.

(G) If a work unit does not want to use seniority to schedule vacations, RDO, and/or shift assignments, they may petition the Association president to review the situation and, if needed, request a labor/management meeting to resolve the situation. Applications for reassignment may be made by employees to the employee's supervisor at any time. The City will make reasonable efforts to accommodate shift assignment requests as much as possible. Vacant positions will be filled by the department and then become subject to the bid procedures.

ARTICLE 21 - LABOR-MANAGEMENT MEETINGS

(A) A joint Labor-Management Committee may meet at least on a quarterly basis, at times which are to be determined between the President of the Association (or designee), and the Director of Human Resources Department (or designee), 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.

(B) An agenda of issues shall be prepared by the City and Association jointly or separately which shall be approached through meetings 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 the safety and health of the employees in good faith on a prompt basis. Issues may fall within or without the instant contract, but it shall be understood that any modification of this Agreement reached through this procedure must be mutually agreed to in writing by the City and the Association.

(C) The Association shall designate a representative to serve as their liaison with the Director of Human Resources Department, or designee, for the purpose of selecting agenda items and organizing meetings. A minimum of seven (7) calendar days notice should be given by the City to the Association or the Association to the City to cancel a meeting. The Agenda(s) for each meeting will be prepared by the Association's representative and the City's representative. Copies will be available for the Association to pick up and distribute to Association representatives at least seventy-two (72) hours prior to the scheduled time of the meeting. Agendas submitted shall include the names of the representatives who will be in attendance. When such meetings are held during the Association's representatives' straight-time hours they shall not lose pay for the time spent in such meetings. Should these meetings extend beyond a representative's regularly scheduled workday or should the meeting be scheduled on a non-work day of a representative, the City will not compensate the employee /representative for such time. To

facilitate the adjustment of work assignments, each of the Association's representatives will personally notify his/her immediate supervisor of the date and the time of any such meeting immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

(D) Minutes of the Labor-Management Committee meetings shall be prepared by the Director of Human Resources Department, or designee, and shall be reviewed and approved by the Association's representative. Copies of approved minutes will be available for the Association to pick up and are distributed within one week of each meeting.

ARTICLE 22 - SAFETY AND HEALTH

(A) The City and the Association agree that all work shall be performed in compliance with all federal, state, and local laws and policies of the City.

(B) The City shall discuss through the Labor-Management meetings all new or proposed changes to policies and practices that affect the safety of the employees at least thirty (30) days prior to the proposed implementation of the policy.

(C) The City shall make no policy that affects the safety of the employees without first discussing the policy with the Association.

ARTICLE 23 - RESERVE OFFICER PROGRAM

(A) The parties agree that a reserve officer program will be established by the department to assist commissioned staff in the performance of their official duties. Reserve officers will not be used to replace commissioned staff nor will they be allowed to work more than twenty (20) hours in a given month. Reserve officers will be unpaid volunteers and serve at the pleasure of the department and may be separated from the department at any time the department determines that such separation is in the best interest of the City.

(B) At no time will the number of reserve officers retained by the Department of Detention and Enforcement exceed two (2) full time commissioned staff of the division to which they are assigned.

(C) At no time will the number of reserve officers retained by the Municipal Court exceed three (3) full time commissioned staff of the division to which they are assigned.

ARTICLE 24 - WAIVER

(A) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

(B) Any subject or matter not specifically referred to or covered in this Agreement, even though such subject and/or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, is not subject to negotiation but may be the topic of discussions between the parties.

ARTICLE 25 - SAVINGS CLAUSE

(A) The City 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.

ARTICLE 26 - PROMOTIONS

The following procedures will be followed when developing eligible lists and selecting applicants from those lists. These procedures will affect promotional recruitments only.

(A) The City will provide forty-five (45) calendar days notice of the testing date for the promotional recruitment. The notice will be provided by Human Resources to the Union President for dissemination to the current Marshals.

(B) A written exam may include questions that are representative of the actual work to be performed. A list of study materials will be given to the applicants by Human Resources staff at the time of application or upon request to Human Resources.

(C) The oral boards typically include law enforcement supervisors / leaders from outside agencies / entities and an internal panel which would include the Chief and Command Staff.

(D) The promotional lists will be arranged by score, from highest to lowest eligible score. Score will be taken out to two decimal places or to the nearest hundredth of a percent (e.g. 89.512 = 89.51; 79.346 = 79.35). Scores will not be rounded to the nearest whole number; therefore, any score of less than 70.00 will not be considered for placement on the eligible list. The final score will be a combination of the written exam and the oral board scores. In the event of tied scores, all names with identical scores will be considered as one. Employees will be notified by Human Resources of their final score and their placement on the eligible list.

(E) The top five (5) or twenty-five percent (25%), whichever is greater, of scoring candidates on an eligible list will be available to the department to fill vacancies. Final selection by Department Director will be made from the top five (5) or 25%.The twenty-

five percent calculation, when utilized, will be rounded down rather than up (e.g. 25% of 15 candidates would be rounded down to three (3) candidates.

(F) After a name has been removed from the list as the result of a promotion or for other reasons, the next highest scoring applicant will become eligible for selection.

If either party has concerns regarding the administration of this procedure, the parties agree to meet and confer and make every reasonable effort to resolve the identified issue or concern.

ARTICLE 27 - DURATION

(A) This Agreement shall become effective June 28, 2015 at 0001 hours and shall run in full force and effect until June 30, 2019 at 2400 hours.

(B) "Evergreen Clause" the provisions of this contract shall remain in full force and effect even after the contracts expiration except that there will be no additional economic increases granted provided the parties are engaged in negotiations for a successor agreement.

DATE August 5, 2015

CITY OF LAS VEGAS

BY _____
Dan Tarwater, HR Director

LAS VEGAS POLICE PROTECTIVE ASSOCIATION METRO, INC.

BY _____
Mark Chaparian, Executive Director, PPA

Approved: _____
Carolyn Goodman, Mayor

Attest: _____
LuAnn Holmes, City Clerk

Approved as to Form: _____
Morgan D. Davis, Deputy City Attorney V

Attachment A - Tier 1

City of Las Vegas
Dept. of Human Resources

Job Titles in Step Ranges
For PPA Marshals hired prior to 6/27/2011
As of 22-NOV-15

		BIWEEKLY		ANNUAL		
Grade	Job Title	Min	Max	Min	Mid	Max
PMA.6	Deputy City Marshal Municipal Court Marshal	$2,015.60	$3,093.31	$52,406	$66,416	$80,426
PMA.7	Deputy City Marshal Municipal Court Marshal	$2,065.99	$3,170.65	$53,716	$68,076	$82,437
PMA.9	Deputy City Marshal Municipal Court Marshal	$2,170.63	$3,331.24	$56,436	$71,524	$86,612
PMA.15	Deputy City Marshal Sergeant Municipal Court Marshal Sergeant	$2,517.28	$3,863.24	$65,449	$82,947	$100,444
PMA.16	Deputy City Marshal Sergeant Municipal Court Marshal Sergeant	$2,580.20	$3,959.80	$67,085	$85,020	$102,955
PMA.18	Deputy City Marshal Sergeant Municipal Court Marshal Sergeant	$2,710.82	$4,160.27	$70,481	$89,324	$108,167

Attachment B - Tier 2

City of Las Vegas
Dept. of Human Resources

Job Titles in Step Ranges
For PPA Marshals hired on or after 6/27/2011
As of 22-NOV-15

		BIWEEKLY		ANNUAL		
Grade	Job Title	Min	Max	Min	Mid	Max
PMB.6	Deputy City Marshal Municipal Court Marshal	$1,732.11	$2,666.50	$45,035	$57,182	$69,329
PMB.15	Deputy City Marshal Sergeant Municipal Court Marshal Sergeant	$2,163.23	$3,330.19	$56,244	$71,414	$86,585