



**COLLECTIVE
BARGAINING AGREEMENT**

July 1, 2014-June 30, 2017

between the

CITY OF MESQUITE, NEVADA

&

**THE MESQUITE POLICE OFFICERS ASSOCIATION,
NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS
(NAPSO)/COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, LOCAL 9110**

TABLE OF CONTENTS

	Page#
Preamble	4
Article 1: Recognition	5
Article 2: Classification and Representation	6
Article 3: Duration of Agreement	7
Article 4: Police Officer's Bill of Rights	8
Article 5: Constitutional Rights	9
Article 6: Rules and Regulations	10
Article 7: Strikes and Lockouts	11
Article 8: Association Membership	12
Article 9: Payroll Deduction of MPOA Dues	13
Article 10: Association Business	14
Article 11: Safety and Health	16
Article 12: Physical Agility Test	17
Article 13: Uniforms and Protective Vests	18
Article 14: Insurance	19
Article 15: Compensation for Service-Incurred Accident or Illness	20
Article 16: Compensation for Non-Service Incurred Accident or Illness	24
Article 17: Annual Leave	25
Article 18: Sick Leave	28
Article 19: Family and Medical Leave Act	31
Article 20: Other Leaves	32
Article 21: Seniority	36
Article 22: Shift Arrangement	38
Article 23: Briefing Periods	40

Article 24: Wages	41
Article 25: Special Assignment Compensation	45
Article 26: Overtime Pay	46
Article 27: Holiday Pay	49
Article 28: Shift Differential Pay	51
Article 29: Working Out of Classification	52
Article 30: Longevity	53
Article 31: Pay Day	54
Article 32: Retirement	55
Article 33: Promotion/Qualifying Period	56
Article 34: Employee Discipline	59
Article 35: Grievance and Arbitration Procedure	65
Article 36: Reduction in Force	68
Article 37: Residency	69
Article 38: Educational Incentive	70
Article 39: Definitions	71
Article 40: Fidelity Bond	72
Article 41: Indemnification For Ordinary Negligence	73
Article 42: Sole and Entire Agreement	74
Article 43: Warranty of Authority	75
Article 44: Savings Clause	76
Article 45: Labor/Management and Safety Committees	77
Article 46: Substance Abuse	79
Appendix B: Consanguinity/Affinity Chart	80

**AGREEMENT 2014 - 2017
BETWEEN THE
CITY OF MESQUITE, NEVADA
AND
THE MESQUITE POLICE OFFICERS ASSOCIATION, NEVADA ASSOCIATION OF PUBLIC
SAFETY OFFICERS (NAPSO)/COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO,
LOCAL 9110**

PREAMBLE

WHEREAS, this Agreement is made pursuant to the Local Government- Employee Management Relations Act by and between the City of Mesquite (hereinafter, the "City") and the Mesquite Police Officers Association/ Nevada Association of Public Safety Officers (NAPSO)/Communications workers of America, AFL-CIO, LOCAL 9110 (hereinafter, the "MPOA") as the recognized bargaining agent for those classifications identified in Article 1. The City and MPOA are referred to collectively as the "Parties"; and

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

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

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

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

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

NOW, THEREFORE, in consideration of the foregoing premises, the parties do agree as follows:

ARTICLE 1. RECOGNITION

Pursuant to the provisions of the Local Government Employee-Management Relations Act, chapter 288, of the Nevada Revised Statutes, the City of Mesquite, Nevada, a local government employer, hereinafter referred to as "City" recognizes the Mesquite Police Officers Association, NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS (NAPSO)/COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 9110, a local government employee organization, hereinafter referred to as the "MPOA" as the exclusive representative of City employees who are eligible to be represented by the MPOA except as limited by NRS 288. The MPOA makes this agreement in its capacity as the exclusive bargaining agent for the employee in the classifications identified in Article 1.

ARTICLE 2. CLASSIFICATIONS AND REPRESENTATION:

Section 1: **Classifications.** The CITY and the MPOA agree that the following classifications are represented by the MPOA:

Police Sergeant
Police Corporal
Police Officer
Correction Sergeant
Correction Corporal
Correction Officer
Detective/Investigator

ARTICLE 3. Duration of Agreement

When approved by the members of the MPOA and the Mesquite City Council, this Agreement shall become effective on **July 1, 2014** and continue in full force and effect through **June 30, 2017**. If the parties hereto do not arrive at a new Agreement before **July 1, 2017**, the provisions of the **July 1, 2014 – June 30, 2017**, collective bargaining agreement shall remain in effect until the parties execute a new Agreement.

ARTICLE 4. POLICE OFFICER'S BILL OF RIGHTS:

The parties agree the MPOA members covered by Chapter 289 of Nevada Revised Statutes, Police Officers' Bill of Rights, will be subject to the protections and conditions of those rights as they now exist and as they may change from time to time.

ARTICLE 5. CONSTITUTIONAL RIGHTS:

The parties are guaranteed all rights as provided under the Constitution and laws of the United States of America and the State of Nevada, the Mesquite City Municipal Code, and the City of Mesquite Personnel Policies Manual (to the extent they are not abrogated by the terms of this Agreement).

Any exemption provided by Nevada Revised Statute, Nevada Administrative Code, Federal Code or any other statute to police and government personnel shall be honored by the CITY and department policy, including NRS Chapters 268, 286, 288, 289, 482, 483 and 484.

No MPOA member will be denied any legal right, privilege, grievance process or hearing that is also provided to non-members of the MPOA.

ARTICLE 6. RULES AND REGULATIONS:

Section 1: The MPOA agrees that its members shall abide by the City of Mesquite's Personnel Policies and Rules, including discipline and termination, provided that those Personnel Policies and Rules are not in conflict with this agreement, and to enjoy such benefits of the City of Mesquite. Said rules shall be recognized as a part of this Agreement in accordance with this section.

Section 2: Members of the MPOA shall be subject to the rules and regulations of the Mesquite Police Department and Detention Bureau Manual which are not in conflict with any specific section, article or provision of this Agreement. The Chief of Police will make all departmental rules and regulations available to all members of the MPOA.

ARTICLE 7. STRIKES AND LOCKOUTS:

Section 1:

Strike and Lock-Outs. The MPOA on behalf of itself, its members, agents, and employees it represents, hereby Pledges not to strike (as defined in NRS 288.070) nor to call, authorize, participate or engage in any strike, including but not limited to any sympathy strike, work stoppage, slow-down or sit-down against the City under any circumstances. This Agreement is a guarantee by the parties that for its duration there will be no lock-outs, strikes, suspension of work, slow-downs, or sick-outs, and that all complaints, grievances or disputes arising out of the interpretation or application of this Agreement will be settled pursuant to the grievance and arbitration machinery set forth herein.

ARTICLE 8. ASSOCIATION MEMBERSHIP:

- Section 1:** MPOA membership shall be at the sole discretion of the employee.
- Section 2:** The CITY will not consider MPOA membership when considering reclassification or elimination of a position. The CITY will not discriminate against any employee because he/she is or is not a member of the MPOA.
- Section 3:** The MPOA shall provide the CITY with a written list of all current officers of the MPOA representing employees under this Agreement and will update that list from time-to-time as new officers are added or deleted.
- Section 4:** In reliance on the Nevada Supreme Court Opinion in *Cone v. Nevada Service Employees Union/SIEU Local 1007*, 116 Nevada Adv. Op. No. 54 (May 4, 2000) (“Cone”), the MPOA recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit. The City recognizes the right of the Union to charge non-members of the bargaining unit reasonable service fees for representation in appeals, grievances, and hearings. The City understands that, pursuant to *Cone*, the Union has adopted a resolution establishing such fees and that the Union has the authority, pursuant to *Cone*, to change those fees from time-to-time.

ARTICLE 9. PAYROLL DEDUCTION OF MPOA DUES:

- Section 1:** **Collection of Dues.** The CITY agrees to deduct from the wages of each MPOA member, upon the written request of the employee, the sum certified as monthly MPOA dues and/or initiation fees and deliver the same to the MPOA Secretary/Treasurer. If any controversy arises on account of such deductions that the MPOA failed to notify the City to discontinue, the MPOA will furnish, at no expense to the City, competent legal counsel of the City's choosing and the MPOA agrees to indemnify, save and hold the City harmless from any and all expenses, costs, or liability incurred by the City which arises out of or is otherwise directly related to such controversy.
- Section 2:** **Procedure for Collection of Dues.** The MPOA will provide the CITY with a signed roster of all MPOA members who desire the CITY to withhold dues from their paycheck on a monthly basis and will provide the CITY with any changes to the roster as they may occur from time-to-time.
- Section 3:** Any MPOA member wishing to terminate withholding of dues from his/her wages must provide the City Clerk's Office with a written and signed notice to that effect, along with a signed letter from the MPOA Secretary/Treasurer acknowledging the members removal from the MPOA prior to the termination of dues.
- Section 4:** Once each month, the CITY will prepare a check payable to the Mesquite Police Officers' Association which will be mailed to the person and address given by the MPOA for that purpose or, alternatively, the monthly check may be picked up by a designated MPOA representative. It shall be the responsibility of the MPOA to deposit the check where it chooses.
- Section 5:** Any changes in the roster given to the CITY by the MPOA will take effect in the next check prepared for the MPOA by CITY.
- Section 6:** The MPOA will resolve any disputes between the MPOA and its members regarding the withholding of wages by the CITY pursuant to a roster supplied to it by the MPOA.

ARTICLE 10. ASSOCIATION BUSINESS:

- Section 1:** **Leave Hours.** The City agrees to provide one hundred sixty (160) hours per fiscal year for the cumulative MPOA, not to be accumulated from year to year for the duration of this Agreement, for the use of MPOA members to conduct MPOA business (e.g., conventions, seminars, training, conducting negotiations and lobbying during the legislative session). Once the one hundred sixty (160) hours per fiscal year are exceeded, annual leave will be used.
- Section 2:** **MPOA Authorization.** The President, or his designee, will determine the use of MPOA leave.
- Section 3:** **Application for Leave.** Members relieved from duty for purposes listed above will submit application for leave through the chain of command. The application must be approved/denied by chain of command within three (3) business days. The application of leave will indicate the hours absented are for MPOA business.
- Section 4:** **Bulletin Board.** The CITY shall provide a bulletin board in a location agreeable to both the MPOA and the CITY. The bulletin board may be used by the MPOA to post notices of interest to the employees. The MPOA further agrees that it will not use the bulletin board for the purpose of disparaging the CITY or its duly authorized representatives, or for any purpose other than the announcement of the business activities of the MPOA as they relate to the employees in the bargaining unit.
- Section 5:** **MPOA use of City of Mesquite property.** The MPOA will be allowed reasonable use of computers, electronic correspondence, paper, and printing in City's facilities for MPOA business. A reasonable yearly payment for this service may be assessed by the city not to exceed \$200.00.
- Section 6:** Due to the unique schedule of employees covered by this Agreement, at any given time at least one third (1/3) of the employees are on shift. In the interest of fairness, on-duty employees shall be permitted to meet along with off-duty employees and MPOA representatives with twenty-four (24) hour advance notice to the City Manager and the Police Chief for purposes of discussing MPOA business from time to time. The MPOA and the employees are committed to the efficient operations of the Department and agree to attempt to hold

meetings before 8 a.m. or after 5 p.m. The City agrees to allow said meetings at the Police Station and allow the officers to attend the meetings as long as response times of all affected employees on shift are kept within reasonable standards.

Section 7:

The City agrees to allow four (4) employee representatives to sit at the bargaining table for the purpose of negotiations without loss of pay or deduction from the employee's leave time. If the presence of additional or specific employees is required for informational purposes, upon agreement by the negotiating teams, said employee(s) may be asked to join the negotiation session without loss of pay.

ARTICLE 11. SAFETY AND HEALTH:

- Section 1.** The CITY agrees to provide annually a reasonable physical examination as determined by the CITY, including chest X-ray, ECG, stress EKG as required by Nevada Revised Statutes, urinalysis, and blood test, to all personnel in the MPOA with a copy of the results inserted into his/her confidential medical file. Such examination shall be on City time and at City expense for a maximum of three (3) hours paid time at the employee's base rate of pay for physicals which are conducted within the City of Mesquite, and four and one-half (4 1/2) hours paid time for physicals which are conducted outside the City of Mesquite.
- Section 2.** The fringe benefit of a free family membership at the Mesquite Recreation Center will continue through the duration of this agreement.

ARTICLE 12. PHYSICAL AGILITY TEST:

- Section 1:** All members of the MPOA shall be required to participate in the annual physical agility test. POST (Police Officers Standards and Training) Standards will be required; however, failure to meet POST Standards will not result in any disciplinary action.
- Section 2:** Officers in probationary status are required to pass the physical agility test according to POST Standards.
- Section 3:** All POST certified employees must remain physically fit to perform their duties. Employees who successfully pass the annual physical agility test per POST standards will receive two (2) personal days off, paid by the City per calendar year, not to incur overtime. The two (2) personal days cannot be accumulated year to year.

ARTICLE 13. UNIFORMS AND PROTECTIVE VESTS:

- Section 1:**
- A. The City will pay each employee a uniform allowance in accordance with paragraphs (B) and (C) below. Said uniform allowance will cover the full cost of original purchase, replacement and up-keep of said uniform up to the amounts indicated below, during the time of employment with the City of Mesquite. Uniforms do not have to be dry cleaned.
 - B. Effective July 1, 2014, the uniform allowance shall be \$2000.00 per year for employees with one complete year or more of service. This uniform allowance shall be paid in two (2) semi-annual equal installments with the final payday in June and December. New hires shall be entitled, upon approval by the Chief of Police or his designee, to reimbursement of any equipment and/or uniform which is not supplied by the City.
 - C. In the event employees lose or damage equipment, clothing watches or eye glasses in performance of duties, the City will reimburse the employee in accordance with policy.
 - D. The CITY shall also provide each employee with a ballistic wrap around vest with side panels with replacements as recommended by the manufacturer or sooner if necessary based on the condition of the vest. Officers who are issued vests must wear vests when on duty. All vests will be a minimum of Level IIIA or better. Vests will be replaced, when necessary, by the determination of the Chief of Police or designee, at Level IIIA. In certain circumstances, ballistic vests may not be worn, in accordance with policy.
 - E. The City shall furnish special assignment equipment at the CITY's expense, at the discretion of the Chief of Police or his designee. Replacement of those items shall be as noted above in accordance with paragraph(c) above.
 - F. New hire employees shall be furnished with all new uniforms and equipment required by the CITY, per policy and procedure 1046. Employees who terminate their employment prior to one year of service may be required to reimburse the CITY for equipment and uniforms provided to them by the CITY.
 - G. All uniforms and equipment purchased by the employee with uniform allowance funds provided to the employee will remain the property of the employee. Upon the termination of use of a uniform or equipment item for employment purposes, the employee may use the item at their discretion, after all identifying patches and insignia are removed and returned to the employee's supervisor.

ARTICLE 14. INSURANCE:

Section 1.

The City agrees to continue covering one hundred (100%) percent of the insurance premiums, for those members hired prior to July 1, 2014, for the duration of this contract. The City agrees to provide MPOA members, medical, health, dental and vision insurance by continuing the coverage they now have through Teamsters Local 14 during the term of this Agreement. This coverage is for each full-time, regular MPOA covered employee with family coverage through the Teamsters Security Fund for Southern Nevada, Local 14 and 995. Those employees hired after July 1, 2014, will be required to pay two hundred (\$200.00) dollars per month for insurance premiums.

Section 2.

The City agrees to waive, after insurance payout, any applicable co-pay, deductible, or charges related to CITY provided ambulance service, transportation by CITY ambulance or medical treatment provided by CITY ambulance service to employees and their immediate family members.

ARTICLE 15. COMPENSATION FOR SERVICE-INCURRED ACCIDENT OR ILLNESS:

Section 1: All eligible members shall be covered by a workers compensation program of City's choice which conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617) and which provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

Section 2: The following is intended to supplement the above listed coverage:

A. One Work Week or Less:

In the event a full-time permanent employee incurs a disabling on-the-job injury and the employee is determined to be eligible for workers compensation benefits the employee will receive the employee's regular wage from the City when the injury results in a bona-fide need for the employee to remain off the job for one (1) week or less and such compensation will not be charged against the employee's accumulated leave.

B. Over One Week:

In those instances where the workers compensation administrator makes a determination that the employee is eligible for lost time benefits and the employee's regular wage is more than the workers compensation benefit the City will pay the employee, upon application by the employee an amount equal to the difference between workers compensation, the lost time compensation received and the employee's normal wage, for a period not to exceed ninety (90) calendar days. Such supplemental payments will not be charged against accumulated leave. For ease of administration the employee will turn over to the City the lost time payments received from the administrator and the City will issue the employee's regular paycheck.

C. Additional Ninety Days

In the case of an injury on duty that involves a deadly weapon, or an injury occurring in defensive tactics training, the City, upon application by the employee may extend the supplemental payment for a longer period of time, not to exceed an additional ninety (90) calendar days. Such extensions shall be subject to the City Manager's determination that the employee meets the following conditions:

1. That the employee is receiving workers compensation benefits.

2. That the employee was engaged in the performance of the employee's job at the time of the injury.
 3. That the employee was generally adhering to safety rules and practices, departmental rules and procedures and City rules and regulations. If the City Manager finds that the employee should not be granted a supplemental payment extension the employee, at the employee's option, may elect to make up the employee's difference between the lost time compensation received and the employee's regular way by using accumulate sick time.
- D. It is understood that the term "full salary shall only include an employee's base salary plus any applicable special pay practices.
 - E. Any employee while on NRS 616 or 617 worker's compensation system leave will continue to accrue sick or vacation time and shall continue to earn service time credit for retirement for any period of time where the employee receives compensation from the City, which includes usage of sick leave and/or vacation leave.
 - F. Upon the expiration of the accumulative ninety (90) calendar days referenced above, or if an extension of up to ninety (90) calendar days is granted as stated above, and if the employee is still unable to work, he/she may utilize his/her accumulated sick leave and when sick leave is exhausted, vacation or compensatory leave at the rate of one-half (1/2) the amount charged per shift or day, during which period the employee shall retain the NRS 616 or 617 worker's compensation system payment and the City shall then pay him/her the difference between his normal pay and the NRS 616/617 workers compensation system payment.
 - G. The intent of the above sections are that the employee will continue to receive his full accumulated salary dollars so long as he/she is disabled and receiving NRS 616/617 worker's compensation benefits and until his sick/vacation/compensatory hours are exhausted.
 - H. When as a result of the on-the-job injury an employee is continually confined to a duly licensed hospital the employee shall retain the workers compensation system payment and the City of Mesquite shall pay the individual the difference between normal pay and the workers compensation system payment. Said payments will continue so long as the employee is confined to said hospital and so long as the workers compensation system payment continues to make insurance payments in conjunction with said injury. For the purpose of this paragraph, the ninety (90) days referenced in the above sections does not begin until the employee is released fro the hospital; however any period where

an employee is not confined in a hospital counts towards the ninety (90) calendar days.

- I. The supplemental benefit for hospital confinement is capped at one (1) calendar year.
- J. When a holiday falls during the period of an employee's NRS 616/617 workers compensation system leave the employee shall receive straight time compensation for the holiday and the holiday shall not be considered a working day for purposes of the cumulative ninety (90) days referenced in this Article.
- K. Any time within a maximum period of twelve (12) bi-weekly pay periods subsequent to the pay period within which the on-the-job injury occurred, an employee may elect to continue on NRS workers compensation salary leave, without additional compensation from the City, and without refunding NRS 616/617 workers compensation system salary continuance payments to the City, provided the employee is receiving NRS workers compensation salary continuance payments.
- L. **Return to work**
Before an employee may return to work following a disabling, on-the-job injury, the employee shall present a release from the attending physician. Any questions concerning an employee's fitness to return to work may result in the employee being required to consult, at the City's expense, a qualified physician of the City's choice. In administering the provisions of the policy, the City may exercise such safeguards as are deemed appropriate and necessary to protect the City's and the employee's interest including the requirement for a medical examination by the City's designated qualified physician. The employee may acquire a second opinion from a qualified physician approved by the City and the employee, paid for by the City, to be used as an appeal. If an employee has received authorization from a physician that he/she is able to perform in a light duty assignment, the employee must accept that position in order to be eligible for any benefits under this Article, except as prescribed by NRS 616/617 workers compensation benefit statutes.

Section 3:

An injured City employee may be returned to work with the City in any available position for which the employee is qualified and which accommodates the employee's physical limitations due to the industrial injury or occupational disease without being tested and placed on an eligible list for that position. The employee may be appointed to the position even if there is an existing list for the classification that does not contain the employee's name.

Section 4:

Health Insurance Plan.

Contributions to the City's health insurance plan by the City on behalf of the employee and his dependents shall continue as long as the employee remains employed with the City.

Section 5:

The City Manager may afford an employee injured in the line of duty more relief than is set forth above.

ARTICLE 16. COMPENSATION FOR NON-SERVICE INCURRED ACCIDENTS OR ILLNESS

- Section 1.** An employee who is incapacitated due to non-service, accident or illness shall be entitled to draw the employee's full wage against sick or annual leave accrued to the employee's benefit. Contribution to the health insurance plan by the City shall continue to the extent of accrued sick or annual leave during the time of absence from work from the City, or for a period of one (1) month following the month in which the accident or illness was incurred, whichever is greater or as otherwise required by applicable law.
- Section 2.** In the event of a Family Medical Leave, referring to the Family Medical Leave Act of 1993, as amended, use of paid leave shall be concurrent with and count against unpaid leave entitlement in accordance with the Family Medical Leave Act Policy of the City. CITY agrees to provide MPOA members with both short term and long term disability insurance at CITY expense with benefits as are now provided to all CITY employees. Both policies are coordinated with the CITY'S paid leave plans. The plan benefit may change from time to time at the discretion of the CITY, only after prior notice and negotiation if necessary with the MPOA.
- Section 3.** Short term and long term disability will be covered by the City up to the current premium amount.

ARTICLE 17. ANNUAL LEAVE:

Section 1: **Annual Leave Accrual.** Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for each regularly scheduled hour worked or on paid leave. Employees do not earn extra annual leave for overtime hours worked.

Section 2: **Accrual Rates.** Employees shall accrue annual leave and it shall be credited on a bi-weekly basis at the following rates:

Beginning the Pay Period Following;	Through the Pay Period During Which the Employee Completes	Hours Accrued for Each Regularly Scheduled Hour on Paid Status
Date of hire to an eligible position	2 year of eligible employment	0.0385 (80 hours)
2 years of eligible employment	5 years of eligible employment	0.05 (104 hours)
5 years of eligible employment	10 years of eligible employment	0.0577 (120 hours)
10 years of eligible employment	15 years of eligible employment	0.0692 (144 hours)
15 years of eligible employment		0.0769 (160 hours)

Section 3: **Regular Part-time Employees.** Regular employees scheduled to work an average of thirty (30) hours or more per week will accrue annual leave.

Section 4: **Maximum Accrual Eligibility.** All regular part-time and full-time employees will accrue annual leave benefits beginning with the

first pay period after the employee's date of hire. It is expected that eligible employees will use their earned vacation annually. However, each calendar year, employees may carry-over up to three hundred twenty (320) hours of annual leave for use in the following year. Accrued annual leave in excess of three hundred twenty (320) hours at the end of the last pay period ending in the calendar year will be paid at the employee's regular rate of pay during January of the next year.

Annual leave is accumulated in an employee's account on a biweekly basis, coinciding with paydays. The amount of accrual is based upon years of service. Years of service are reduced for military leaves of absence without pay in excess of fifteen (15) working days in any two (2) consecutive month periods.

Section 5:

Utilization of Annual Leave. Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Hours accrued in one pay period cannot be used in the same pay period. The hours must be included in the employee's annual leave balance before the employee can charge hours off work against them.

Annual leave will be approved if employee requests earned time off within the required time limits and minimum staffing is met, absent exigent circumstances or emergencies where additional staffing is required.

Leave Request Rescinded. Except in the case of emergency as determined in the City's sole and absolute discretion, if the City rescinds a previously granted leave request which results in a non-refundable loss to an employee, the employee shall be reimbursed for such non-refundable loss. All airline tickets and receipts evidencing non-refundable expenditures shall be submitted to the City prior to payment. In the case of airline tickets, if a fee may be paid for rescheduling non-refundable airline tickets, the City will pay the rescheduling fee if it is less than the cost of the tickets. An employee is required to advise the City of any such loss immediately upon rescission of any previously granted annual leave and provide documentation of the loss within thirty (30) days thereof. If the employee purchased non-refundable airline tickets or other non-refundable expenses which may be used at a future date, the City Manager will determine employee eligibility for reimbursement on a case-by-case basis.

Section 6:

Cash-Out of Annual Leave. An employee may be paid for unused annual leave if the following conditions are met.

- The employee makes application to the Chief of Police or designee at least two (2) weeks before the payment is desired.
- The employee will have a minimum of eighty (80) hours of accrued unused annual leave remaining after the cash out is made.
- The employee has not yet received a payment for cashed out leave during the calendar year.

Section 7:

Payment of Cash-Out. Payment will be made on the payday following approval of the request at the rate of pay in effect on the day on which the request was made. Cashed out annual leave hours are removed from the employee's accrued annual leave bank.

Section 8:

Annual Leave Paid at Separation. Upon separation from employment, an employee with more than six (6) months of City service will be paid for all earned and accrued annual leave at the employee's rate of pay.

ARTICLE 18. SICK LEAVE:

Section 1: **Attendance.** The City expects that each employee be available for work on a regular and reliable basis. Attendance and leave use is monitored from this perspective whether or not the employee has accumulated leave balances in his/her sick leave account.

Section 2: **Use of Sick Leave.** Sick leave is for use in those situations in which the employee must be absent from work due to:

- A. Physical illness or injury to the employee.
- B. Exposure to contagious diseases or whose attendance is prevented by public health requirements.
- C. Physical illness or injury of a dependent child or spouse or parent or grandchild or grandparent who is dependent upon employee for support and/or who has either permanent or temporary guardianship of grandchild.
- D. Medical or dental appointments for the employee provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day.
- E. Disability caused or contributed to by pregnancy, miscarriage, abortion, or childbirth.
- F. Sick leave which has been pre-approved at the discretion of the Chief of Police or his designee, will be counted as hours worked for calculation of overtime.

Section 3: **Abuse of Sick Leave.** Abuse of sick leave is cause for disciplinary action.

Section 4: **Accrual of Sick Leave.**

- A. Eligibility to accrue sick leave is established at the beginning of the pay period following the beginning of work in eligible employment.
- B. An employee who has established eligibility will accrue sick leave at the rate of 0.05 hour per regularly scheduled hour worked or on paid status. Sick leave is not accrued for any other hours.
- C. Sick leave hours are earned and placed in the employee's account on a biweekly basis, coinciding with paydays.
- D. Unused sick leave shall continue to be carried over and added to the employee's unused sick leave balance up to a maximum of 720 hours. Any accrued, unused sick leave hours in excess of 720

hours at the end of the last pay period ending in the calendar year will be paid at FIFTY PERCENT (50%) of the employee's regular rate of pay during January of the next year. Paid hours are removed from the employee's accrued sick leave bank.

Section 5:

Sick Leave may only be used by an employee as follows:

(1) Is incapacitated from the performance of their duties by illness or injury; or (2) Whose attendance is prevented by public health requirements; or (3) Who must attend doctor or dentist appointments that are clinically necessary; or (4) Who is required to absent himself/herself from work to personally care for a member of his/her immediate family, (immediate family shall mean a person listed on the City of Mesquite Consanguinity/Affinity Chart (attached hereto as Appendix B) during family emergencies that require the employee's prompt attention.

Section 6:

Sickness beyond Accrued Sick Leave Benefits. Employees who use all of their accumulated sick leave and require more time off work due to the illness or injury shall use any remaining accumulated annual leave and other paid leave benefits for the hours not worked, and may use accumulated compensatory time off. After exhausting accrued paid leave, time off without pay may be granted.

Section 7:

Return to Work. An employee on sick leave shall notify his/her supervisor as soon as he/she is able to return to work. An employee returning from a lengthy absence shall give as much advance notice of return as possible.

Section 8:

Sick Leave at Separation.

1. After five (5) years of City service, when an eligible employee terminates his/her employment with the City due to resignation, retirement, disability, termination, or death, the employee shall receive a one-time recognition payment based upon the amount of unused sick leave remaining in his/her sick leave account. Employees will be paid for any unused sick leave at the rate of FIFTY PERCENT (50%) of his/her regular rate of pay.

- B. If the separation of an employee is due to death of the employee during employment with the City, the unused sick leave remaining in an employee's sick leave account will be paid to the beneficiary or beneficiaries designated by the employee at a rate of ONE HUNDRED PERCENT (100%) of his/her regular rate of pay.

Section 9: **Illness during Annual Leave.** Should an employee become ill while on annual leave and require medical attention or hospitalization, the time ill may be charged to the employee's accumulated sick leave.

Section 10: **Procedure for Taking Sick Leave.**

- A. **Leave Approval.** A "Leave Request" form shall be submitted before the absence for absences due to planned treatment and doctors appointments. For unplanned absences, an employee shall complete a "Leave Request" form immediately upon return to work. The Chief of Police shall determine whether to approve use of accrued sick leave in advance of planned absences for health reasons.
- B. **Notification.** Any employee who is ill or unable to report to work for any reason shall notify his/her immediate supervisor no later than fifteen (15) minutes (or as soon thereafter as is possible) following the employee's normal work reporting time. In the event of a continuing illness, the employee shall continue to notify his/her immediate supervisor weekly or at appropriate times agreed on by the supervisor of his/her ability to report to work. Sick leave may be denied for noncompliance.
- C. **Physician's Certificate of Recovery and Fitness.** The Police Chief or his designee may require a certificate of recovery and fitness for duty signed by a physician from an employee upon return to work from any illness that required the use of sick leave for a period longer than four (4) consecutive work days.
- D. The City will reimburse the employee for all medical expenses not covered by insurance provided by an insurance preferred provider, if the employee is required to obtain a Doctor's statement for the use of sick leave which exceeds four (4) consecutive work days. This is exclusive of FMLA.

ARTICLE 19. FAMILY AND MEDICAL LEAVE ACT:

Family and Medical Leave. Family and medical leave of absence may be granted to an eligible employee in accordance with the provisions of the Family and Medical Leave Act of 1993, as amended, and the Family and Medical Leave Act Policy of the City.

ARTICLE 20. OTHER LEAVES:

Section 1:

A. Other Leave of Absence for Employees. Upon application to the Police Chief, an employee may be granted a leave of absence without pay for a period not to exceed ninety (90) calendar days without prejudice to the employee's status. Such application shall be approved by the City Manager upon the recommendation of the Police Chief.

B. Except as otherwise required by law, any employee on an unpaid leave of absence shall accrue no benefits, seniority, nor shall the City contribute toward the cost of insurance benefits, until such time as the employee reports back to work. The City may fill the employee's position on a temporary basis for the duration of the unpaid leave. Reinstatement rights following an unpaid leave of absence shall be governed by applicable law if any.

C. Anniversary Date / Step Eligible Date. An employee's anniversary date and step eligible date will be changed by the number of days off work for all unpaid leaves of absence in excess of fifteen (15) days during any twelve (12) month period.

Section 2:

Jury Duty.

A. Notice to Employer. Employees shall notify their supervisors of the need for jury duty leave as soon as the need for the leave becomes known to the employee. Subject to the conditions noted below, regular full-time and part-time employees called to serve on jury duty shall receive their regular CITY pay for those hours spent in court or in travel to and from the court appearance.

B. Compensation for Jury Duty. Compensation received for jury duty will be resolved in the following manner:

1. Pay shall be limited to compensation for court and travel time which occurred during the employee's regularly scheduled hours of work. Jury duty leave shall not result in payment of overtime, nor shall jury duty time be considered as hours worked for purposes of determining eligibility for overtime.

2. Upon completion of jury duty, employees will retain any compensation received from the court or other party to the City Clerk's Office immediately upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage and lodging may be kept by employees, will also be retained by the employee unless the CITY has reimbursed the employee for such expenses or the expenses were paid for the employee by the CITY.

C. Late Start/Early Release From Jury Duty. An employee who is not required to report to court until the middle of his/her work shift or is released from jury duty before the end of his/her work shift shall report to work for the hours which are not required for court duty or directly related to travel or regular meal time.

Section 3:

Court Appearance. When an employee is required to appear while off duty for a scheduled criminal court appearance, a Department of Motor Vehicles administrative hearing or for any other scheduled hearing in his/her official capacity, the employee will be compensated for time worked, attending court or standby time waiting for court, including travel time, with a minimum of 2 hours. This time will entitle the employee to receive overtime if it causes the employee to work more than eighty (80) hours in the pay period. The employee will give all compensation for subpoena or witness fees to the city of Mesquite, and any payment for meals or lodging provided by the court. The CITY will provide transportation and all costs associated with travel related to all required court cases and subpoenas related to employment by the CITY.

Section 4:

Military Leave. Employees who are members of the National Guard or Federal Reserve Military Units are entitled to military leave and re-employment rights as provided in 38 U.S.C., Sections 2021 - 2024, and 4301 *et seq.* and the relevant provisions of Nevada Revised Statutes as amended from time to time.

Section 5:

Emergency Conditions/Disaster Leave.

A. Emergency Volunteer Service. In the event that an employee is a participant in any volunteer emergency service providing volunteer services (i.e. fire protection, ambulance service or search and rescue) and is called out during normal working hours, he/she shall receive total compensation for his/her

normally scheduled work hours spent in such service for the period that he/she would have been working for the CITY. Employees shall not voluntarily schedule themselves for on-duty volunteer service during regular work hours. In the event it is necessary for the employee to be scheduled for on-call duty during regular work hours, he/she will immediately request permission by the Chief of Police or his designee, prior to the on-call period.

B. Emergency Road Conditions.

1. Any non-exempt employee who is unable to report to work due to hazardous road conditions caused by ice, snow, flood waters, washouts or slides shall not receive regular salary for the hours not worked. Employees are advised to use their best judgment in making a decision whether or not to report to work under such conditions. Should an employee decide to remain at his/her residence, all reasonable attempts should be made to contact his/her immediate supervisor or the Chief of Police. Any employee wishing to receive payment for time missed due to hazardous road conditions may do so by using either accrued annual leave or compensatory time leave.
2. Any non-exempt employee who reports to work late due to hazardous road conditions will be compensated for only the actual hours worked. In the event the employee wishes to receive a full day's pay, use of annual leave or compensatory leave time to complete the normal work period is appropriate.
3. Any employee who elects not to report to work due to hazardous road conditions or reports to work late under such conditions shall not be subject to discipline. In the event the supervisor is in doubt of the employee's reasoning, the final decision shall be made by the Police Chief on the basis of documentation or confirmation of the hazardous conditions by either a police agency or the appropriate public works agency having jurisdiction over the roadway in question.

Section 6:

Bereavement Leave.

All full-time employees may be granted leave with pay for up to three (3) working days in the event of a death in the employee's

immediate family. "Immediate family" shall mean a person listed on the City of Mesquite Consanguinity/Affinity Chart attached hereto. In compelling circumstances, such as distance between the City and site of the funeral, the employee may be granted additional bereavement time at the discretion of the Chief.

ARTICLE 21. SENIORITY:

Section 1: Seniority shall be determined by the most recent date of hire or promotion date. Members hired on the same date will have seniority based off of eligibility list scores.

Section 2: **Application.** In the selection of days off, use of seniority will be allowed for Police Officers assigned to Patrol Division to select shifts and days off within their area command, semi-annually. The parameters for bidding for available shifts and days off will include the following:

- A. Issues regarding disputes on the bidding and assignment process may be processed as a grievance to the Chief level only.
- B. Except when determined otherwise by the Chief of Police for the betterment of the Police Department bidding of shifts will be allowed based on seniority for all classifications covered by this agreement.
- C. As a rule, no bumping will be allowed during the bid period, but accommodations can be made where appropriate. Employees will be allowed to change shifts during their bid period based upon their seniority and openings within the area command. The Chief has the sole discretion to grant or deny requests pursuant to this section.
- D. At any time between bids, the Chief retains the right to change an officer's shift and/or days off based on a special or operational need for the betterment of the Police Department.
- E. In the event an officer transfers from a special assignment to Patrol, the officer would move to an open position in Patrol. The Chief will designate which positions are open and available. Under this circumstance, the employee will be allowed to bid during the next regularly scheduled cycle.
- F. Shift bidding shall be the procedure used for allowing rotation of employees assigned to patrol shifts. The Chief of Police or his designee shall have the right to administratively assign probationary personnel in accordance with the needs of the department. He shall also have the right to administratively

assign patrol personnel for performance related issues and for personal hardship reasons.

1. Patrol shift bidding shall be conducted on a semi-annual basis. Bidding and shift preference shall be based on seniority (time in grade). Procedures for the shift bid shall be established and handled by the Chief or his designee after meeting and conferring with the MPOA designated representatives.
 2. Notice governing the shift bidding process shall be posted to the patrol officers thirty (30) days prior to a shift bid and shift change. This notice shall include:
 - a) The date the shift change will occur;
 - b) The parameters of the bidding process; and
 - c) The employee's bidding time.
 - d) Ties in seniority bidding shall be decided on the placement on the eligibility list upon being hired.
- G. No permanent schedule changes shall be made without written notification to the MPOA President and without a three month notice to all employees.

ARTICLE 22. SHIFT ARRANGEMENT:

Section 1:

1. The normal work period of employees covered by this Agreement shall consist of eighty (80) hours biweekly. Effective upon ratification of the 2014/2017 Agreement by both parties.
2. An officer placed on administrative leave with pay shall be assigned to a Monday through Friday work week schedule as determined by the Police Chief.
3. The scheduling of work shifts and work weeks shall be as directed by the Police Chief except that all employees shall have consecutive days off, except (1) in cases of emergency declared by the Chief, or (2) upon not less than seventy-two (72) hours prior notice to employees in instances involving shift rotation, military duty, or departmental training programs.
4. Duty hours shall be devoted fully to the performance of assigned duties; absent the approval of the Chief of Police. Periods of absence for personal matters are not creditable toward duty hours and must be charged to vacation or sick leave, or be recorded as unexcused absence.
5. Except during emergency situations, employees shall be permitted to take one (1) sixty (60) minute paid lunch break and two (2) fifteen (15) minute coffee breaks or rest periods during each workday; however, in the event an employee is unable to take his/her lunch period off, overtime pay will not be available for claim. An employee may, at his/her discretion, combine one (1) fifteen (15) minute coffee or rest break with the sixty (60) minute lunch break. Shift Supervisors should ensure members receive their breaks whenever possible.
6. Flextime scheduling will not be used to avoid overtime; and if a schedule change involves more than one-half (1/2) hour, the affected employee will receive seventy-two (72) hours prior notice, except in cases of emergency declared by the Chief.
7. Except in cases of emergency as declared by the Chief, or as a result of a special event, training or shift changes, employees who are not given at least eight (8) hours off after the

completion of their last shift must receive a premium of two (2) hours pay at the base hourly rate in addition to their regular pay.

Section 2:

When an employee's scheduled/shift or assignment is modified or adjusted at shift rotation, the employee shall be provided a minimum of eight (8) hours between assignments; if eight (8) hours is not granted, the employee shall be compensated at one and one-half (1 1/2) times his/her base rate of pay for the portion of the eight-hour period worked.

ARTICLE 23. BRIEFING PERIODS:

Section 1:

Briefing. A briefing period is to be utilized for disseminating critical information and passing day-to-day operational information from shift to shift. Briefing will occur at the beginning of each shift.

ARTICLE 24. WAGES:

Section 1: FY 2014-2017

A. Base hourly rate as used in this labor agreement shall be defined as the employee's pay rate on the applicable salary range and appendix attached to this contract unless otherwise indicated. Base hourly rate shall be increased by the applicable special assignment pay, or any premium pay for any employee so assigned where specified under certain articles in this Agreement.

B. Merit Pay Increases:

1. The members covered under this agreement are separated into six (6) job classifications;
 1. Patrol Officer
 2. Sergeant
 3. Correction Officer
 4. Correction Sergeant
 5. Detective
2. Each category's compensation schedule and step/grade increases are listed in the tables below. These compensation schedules shall go into effect July 1, 2014.
3. As of July 1, 2014, each member covered on this agreement will receive compensation at the step above their current pay. If a member is less than one (\$1.00) dollar from next step up, they will then move up two (2) steps above their current pay.
4. After July 1, 2014 step/grade compensation schedules are implemented, members will then receive the next step increase at their date of hire / anniversary date, provided they receive at least a "Meets Expectations" on their last employee evaluation on at least two of the three performance evaluation categories listed in the "Employee Performance Appraisal" and approved by the supervisor, Chief of Police or his Designee. This amount shall be paid on the first check following the employee's anniversary date.

5. The probationary period of a new police officer is twelve (12) months following his/her completion of the academy. The probationary period for a lateral hire is six (6) months following completion of FTO Training. An employee may receive pay raise increases as specified in this agreement during any period of probation in accordance with this agreement.

Patrol Officer:
(Existing compensation schedule as of July 1, 2013)

Start	End Probation	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
22.88	24.25	25.71	27.25	28.89	30.62	32.46	34.60
47,590.40	50,445.82	53,472.57	56,680.93	60,081.78	63,686.69	67,507.89	71,975.00

Police Sergeant:
(Existing compensation schedule as of July 1, 2013)

Start	End Probation	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
30.68	32.06	33.50	35.01	36.59	38.23	39.95	41.75
63,814.40	66,686.05	69,686.92	72,822.83	76,099.86	79,524.35	83,102.95	86,842.58

Corrections Officer:
(Existing compensation schedule as of July 1, 2013)

Start	End Probation	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
20.16	21.37	22.65	24.01	25.45	26.98	28.60	28.81
41,932.80	44,448.77	47,115.69	49,942.64	52,939.19	56,115.55	59,482.48	59,924.80

Corrections Sergeant:
(Existing compensation schedule as of July 1, 2013)

Start	End Probation	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
28.36	29.64	30.97	32.36	33.82	35.84	36.93	38.59
58,988.80	61,643.30	64,417.24	67,316.02	70,345.24	73,510.78	76,818.76	80,275.61

Detective:
 (Existing compensation schedule as of July 1, 2013)

Start	End Probation	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
24.03	25.47	27.00	28.62	30.34	32.16	34.09	36.32
49,982.40	52,981.34	56,160.22	59,529.84	63,101.63	66,887.73	70,900.99	75,545.60

6. An employee whose last rating of performance did not meet the "Meets Expectations" standard on at least two of the three performance evaluation categories listed in the "Employee Performance Appraisal" is not eligible for a step/grade pay increase until his overall performance improves to "Meets Expectations" on at least two of the three performance evaluation categories or better. If a subsequent report on performance is not filed with the Chief of Police within the subsequent 90-day period, the employee's performance will be deemed "Meets Expectations" and he will be entitled to the step/grade pay increase effective on the date on which the subsequent report on performance was due. If a step/grade pay increase is withheld because a rating of performance did not meet the "Meets Expectations" standard on at least two of the three performance evaluation categories, the employee's pay progression date must not be affected.

a) If a step/grade pay increase is delayed solely because of an administrative or clerical error, the increase must be made effective on the date on which the increase was properly due.

b) It is the responsibility of the immediate supervisor to complete the member's performance evaluation before the member's anniversary date.

7. Nothing under this agreement shall diminish the City's right to implement layoffs, for lack of funds or lack of work, pursuant to Nevada Revised Statutes, Mesquite Municipal Code or City Resolution. Specifically,

notwithstanding any provision of this Collective Bargaining Agreement, the City shall maintain its unfettered management right to implement layoffs, or discuss wage reduction as an alternative to layoffs with the MPOA, if the City General Fund Reserve Balance drops below 10% pursuant to Mesquite City Council Resolution No. 777, passed May 14, 2012.

ARTICLE 25. SPECIAL ASSIGNMENT COMPENSATION:

Special Assignment Compensation. (Applies to all covered classifications) Effective July 1, 2014, Canine Officers will receive one hundred and twenty five dollars (\$125) per pay period, for the responsibility of housing and caring for his/her K9 dog. The Canine Officer will also use 30 minutes extra during their shift for the responsibility of housing and caring for his/her K9 dog. This time will be taken during their shift, at the supervisor's discretion. The CITY will provide food and a kennel for each dog.

Effective July 1, 2014, Special Assignment pay shall be five (5) percent. Special assignment positions are listed as follows:

- Officer In Charge (OIC)
- HIDTA Officer
- SWAT Team Leader
- School Resource Officer (SRO)
- Public Information Officer (PIO)
- Special Assignment Detective/Narcotic Detective
- K-9 Officer
- Special Assignment Detective Sergeant
- Policy / Training Officer
- Field Training Officers (FTO) (while training)
- Motorcycle duty/ Traffic Officer (would only receive if assigned as a Traffic Officer)

An employee will receive special assignment pay for one (1) responsibility.

Special Weapons and Tactics Team (SWAT) shall receive twenty-four (24) hours of paid training per quarter and fifty dollars (\$50.00) per pay period for the period of time assigned to SWAT. The Crisis Negotiator (CNT) shall receive twenty five dollars (\$25.00) per pay period for the period of time assigned to CNT.

ARTICLE 26. OVERTIME PAY:

- Section 1:** It is the policy of the CITY to keep to an absolute minimum the necessity for any employee to work in excess of his regularly scheduled tour of duty. When overtime is necessary and is specifically authorized by the Chief of Police or his designated representative the CITY'S policy is to pay overtime as delineated herein.
- Section 2:** Hours worked in excess of the regularly scheduled shift or in excess of (80) hours during the two-week work period for each employee shall be deemed overtime. Flextime scheduling will not be used to avoid overtime.
- Section 3:** Overtime shall be defined and compensated as follows:
- A. Scheduled overtime is that which occurs when an employee is directed to work and is given 72 total hours advance notification of the date and time such work will be required.
 - B. Any employee scheduled to work on a regular assigned day off shall be guaranteed two (2) hours of pay. The CITY may work the employee for the entire two-hour period at its sole discretion.
 - C. Any employee who works on a regularly assigned workday, but not immediately preceding or following his shift shall be guaranteed two (2) hours pay.
- Section 4:** Time paid but not worked, will be used for computing overtime.
- 6. Vacation, holiday time, compensatory time, sick time, and bereavement time will be counted as hours worked for computing overtime.
 - 7. All non-worked holiday hours will always be calculated at the straight time rate of pay.
 - 8. All holiday hours earned on a holiday where the employee is scheduled or required to work will always be paid at the employee's overtime rate of pay.

9. All overtime earned for work paid for by an outside entity will be paid at the employee's overtime rate of pay (grants, school games, event security, etc.)
10. Employees who receive non-worked holiday pay will be allowed to use the non-worked holiday time toward hours worked at their normal rate of pay. The total of non-worked holiday hours and actual worked hours will be used to calculate overtime.

- Section 5:** **Work Week Defined.** The pay period for law enforcement personnel is 80 hours within an employee's fourteen (14) day work period.
- Section 6:** **Overtime Authorization.** All overtime shall be specifically authorized by an employee's supervisor. Computation for overtime compensation (pay or compensatory time off) is based on hours worked on their regularly scheduled shift including any compensated time off as specified in Section 4 above in each two-week work period.
- Section 7:** **Form of Compensation for Overtime.** Compensation for overtime hours worked shall be at the rate of time and one half times the employee's standard hourly rate including any special assignment pay, per hour worked.
- Section 8:** An employee may elect to be paid for overtime or to save the time for future use as compensatory time. Provided, however, that no employee may accrue more than two hundred forty (240) hours of unused compensatory time. Accrual of compensatory time shall be at the rate of 1.5 hours for each overtime hour worked. An employee who has accrued the maximum allowable balance of compensatory time shall be paid on his/her next regular paycheck for any excess overtime hours worked.
- Section 9:** Employees are responsible for accurate reporting of all time worked or claimed as leave. A record of hours worked shall be kept by the Police Department and submitted to the Payroll Office.
- Section 10:** Overtime shall be earned and paid in increments of 15 minutes. Overtime less than 15 minutes is not eligible for compensation.

Section 11:

Any available compensatory time may be cashed out during any pay period with two weeks prior notice by the employee to their supervisor.

ARTICLE 27. HOLIDAY PAY:

Section 1: The following days is declared to be the legal holidays for pay purpose for all members of the MPOA:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday/January
Presidents Day	Third Monday/February
Memorial Day	Last Monday / May
Independence Day	July 4 th
Labor Day	First Monday/September
Nevada Day	Last Friday/October
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday/November
Family Day	Friday after Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th

Section 2: **Other Holidays.** Employees will also receive pay for any other holiday designated by the Governor of the State of Nevada or the Nevada Legislature and made applicable to local government employers; provided, however, that if a new holiday is declared in lieu of any of the above-referenced holidays, then the employee will only be paid for the newly-designated holiday and not the former legal holiday. Employees shall also receive pay for any day designated as a Holiday by the President of the United States upon concurrence of the City Council.

Section 4: All full-time employees shall receive holiday pay.

- A. All non-worked holiday hours will always be calculated at the straight time rate of pay.
- B. All holiday hours earned on a holiday where the employee is scheduled or required to work will always be paid at the employee's overtime rate of pay.
- C. Employees will only be paid worked holiday hours for shifts or callouts that begin on the holiday, they will continue to receive the holiday pay until the end of their scheduled shift or required callout. Any additional shifts that do not begin on the holiday shall not receive holiday pay even though the employee works hours

during the holiday (example graveyard shift working past midnight into a holiday.)

- D. Holiday hours will be consistent with the employee's approved schedule. Employees who are scheduled to a 12 hour shift on normal work weeks will receive 12 hours of holiday pay. Employees who are scheduled to a 10 hour shift on normal work weeks will receive 10 hours of holiday pay. Employees who are scheduled to an 8 hour shift on normal work weeks will receive 8 hours of holiday pay.
- E. Employees who receive non-worked holiday pay will be allowed to use the non-worked holiday time toward hours worked at their normal rate of pay. The total of non-worked holiday hours and actual worked hours will be used to calculate overtime.
- F. Nonessential employees do not work the holiday unless the Chief or his designee requests the employee to work.

Section 5:

Stand by pay. An employee directed by a supervisor to stand by at home or other specified location in order to be ready to immediately come to work on holidays or days off without freedom of movement shall be compensated at a rate of two (2) hours at the employee's regular rate of pay for each twenty-four hour period required to standby. Employees on standby shall keep their supervisor and/or the Police Department notified of their location for emergency call-out purposes. If an employee is called back to work on his/her day off or vacation without being required to standby, he/she is not entitled to this standby payment. Hours paid as standby pay will not be counted in the determination of overtime.

Section 6:

Should employees on standby be called out for work, they shall be compensated for a minimum of two (2) hours at the employee's regular rate of pay and standby pay of two (2) hours on the same date, as designated in section 5. Should the employee work over eighty (80) hours in a pay period then overtime provisions or compensatory time provisions will apply.

ARTICLE 28. SHIFT DIFFERENTIAL PAY:

- Section 1:** The day shift is defined as beginning no earlier than 6:00 a.m. and no later than 11:59 a.m. The swing shift is defined as beginning no earlier than 12:00 noon and no later than 5:59 p.m. The graveyard shift is defined as beginning no earlier than 6:00 p.m. and no later than 3:59 a.m. Current alternative hours of work defines a twelve (12) hour work shift for day shift beginning at 6:00 a.m. The Graveyard shift begins at 6:00 p.m.
- Section 2:** Classifications covered by this agreement and assigned to alternative swing shift shall receive a shift differential added to base pay one hundred dollars (\$100.00) per pay period. Classifications covered by this agreement and assigned to graveyard shift shall receive a shift differential of one hundred twenty five dollars (\$125.00) per pay period.
- Section 3:** Shift differential pay is not considered part of base pay for purposes of calculating overtime, leave cash-out, or for any other payments.

ARTICLE 29. WORKING OUT OF CLASSIFICATION:

Temporary work assignments assigned by the Police Chief to an established position of higher grade shall be compensated as follows: If the assignment is for twelve (12) hours or more, employees who are appropriately directed and who temporarily accept the responsibilities of a position/classification outside the employee's pay grade in a pay grade that has an hourly rate higher than their own, shall be paid a differential equal to ten percent (10%) of the employee's regular hourly rate for the time worked in the higher position when the higher position includes supervisory responsibilities. If an OIC works over fourteen (14) continuous work days as the Acting Sergeant, the OIC will receive an additional 5% special assignment pay, in addition to their 5%. If an OIC knows in advance they will be the OIC for over 14 working days, this 5% additional pay will be compensated during those hours worked as the Acting Sergeant.

ARTICLE 30. LONGEVITY:

- Section 1:** The CITY shall grant longevity pay for those employees who have completed three (3) years of service with the City of Mesquite. This amount shall be paid on the first check following the employee's anniversary date. Said employee's longevity pay shall be at the following rate:
- A. Every employee who has completed three (3) years of service as of December 31st shall receive service recognition to be paid on the last pay day in November as follows:
 - 1. 3-9 years of service, the employee will receive \$100.00 for each year of service;
 - 2. 10-19 years of service, the employee will receive \$125.00 for each year of service, and;
 - 3. 20-over years of service, the employee will receive \$150.00 for each year of service.
 - B. Such pay is not part of base pay for purposes of computing overtime, leave cash-outs, or any other payments.
- Section 2:** Any period that an employee is on leave of absence without pay in excess of 30 days, or through reduction in force, will be deducted from the creditable service for longevity pay, except for military leave of absence which will be specifically addressed herein.

ARTICLE 31. PAY DAY:

The City shall pay employees on a bi-weekly basis. All employees shall submit a time card as per City Policy.

ARTICLE 32. RETIREMENT:

Section 1: All eligible employees shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with PERS rules. The City shall comply with all the provisions of NRS Chapter 286 for the purpose of paying employee retirement contributions.

Section 2: All contributions to the PERS shall be paid by the City.

ARTICLE 33. PROMOTION/QUALIFYING PERIOD:

Any officer promoted to the rank of Sergeant will assume the Sergeant grade and assume one pay grade higher than his current pay, or a 10% increase, whichever is higher.

An officer temporarily assigned to the rank of Police Sergeant will only receive increased compensation while assigned to that position as specified in this Agreement and will only be eligible for increased compensation while temporarily assigned to the higher position. Refer to article 30 for temporary promotion.

Section 1:

The term "promotion" means the advancement of an employee to a post of a higher classification or grade. All internal promotions shall be subject to a qualifying period of six (6) months. Insofar as practicable and consistent with the best interest of the Department and/or the City, all vacancies will be filled by promotion from within, provided there are qualified applicants after an examination has been given and a promotional list established. In the event the City deems it appropriate to fill a vacancy other than an entry level position from outside the Department, a written reason for that decision shall be provided to the MPOA and may be subject to Grievance and Arbitration Procedure.

Section 2:

Promotions shall be determined by competitive examination, as follows:

- A. Examination may consist of written, oral, performance, evaluation of training and experience, evaluation of weighted supplemental application form, assessment center and any other examination that is a valid selection instrument, at the discretion of the Chief of Police;
- B. The preparation and actual conduct of every examination shall be under the direction of the City;
- C. Whenever Assessment Centers are held, the Center will be limited to no more than ten (10) candidates as determined by written examination from the highest score down;

- D. The examinations shall contain questions designed to test for job-related qualifications. Such tests shall be formulated on a general competitive basis, and shall not be used to facilitate the hiring of any particular individual;
- E. Notice of examination shall be posted in the Police Department at least thirty (30) days prior to the examination date;
- F. In all examination, minimum eligibility rating shall be established by the Chief of Police with the approval of the City Manager. Minimum rating shall also be established for each part of the test. Candidates shall attain at least a minimum rating on each part of the test in order to receive a passing grade or to be rated on the remaining parts of the test;
- G. The final earned rating of a competitor shall be determined by adding each portion of the selection process according to its assigned weight;
- H. At the conclusion of any examination an eligibility list containing the names of those persons who successfully passed the examination, arranged in order of final rating received from the highest passing score to the lowest, shall be prepared and remain in effect for one (1) year;
- I. Whenever identical ratings are received, names will be arranged in order of date of initial hire. If date of application is identical, name will be arranged in alphabetical order. Priority in respect to the date of application shall be considered only when identical ratings are received;
- J. The entire eligibility list shall be certified and appointments made by the Chief of Police, upon written approval of the City Manager, from among the top five (5) names unless Subsection 1, 2 or 3 occurs as follows:
 - 1. If there are less than two (2) passing scores, the Chief of Police may request that a new examination be given. The name of any person appearing on the eligibility list shall not be removed until such list has expired; or
 - 2. Eligibility list shall remain in effect for one (1) year from the date of certification. The eligibility list may be extended for an additional period not to exceed six (6)

months at the request of the Chief of Police and/or City Manager.

Section 2. Any Oral examination involving Police and Corrections Officers will consist of three (3) panel members selected by the Chief of Police.

Section 3. Refer to Article 29 for out of classification in regards to temporary promotion.

ARTICLE 34. EMPLOYEE DISCIPLINE:

- Section 1:** The parties agree the MPOA members covered by Chapter 289 of Nevada Revised Statutes, Police Officers' Bill of Rights, will be subject to the protections and conditions of those rights as they now exist and as they may change from time to time.
- Section 2:** Employee Discipline shall be governed by this section and Procedure Manual and Managing Employee Performance & Conduct, which includes the Disciplinary Decision Guide, "The Matrix" (also known as the "Discipline Matrix"). The MPOA and CITY may meet to make agreeable changes to such documents when necessary.
- Section 3:** **Unsatisfactory Service.** An employee who has completed the probationary period may be terminated or subject to disciplinary action only for cause following the Mesquite Personnel Policies, disciplinary resources set out in Section 2 of this Article and NRS Chapter 289.
- A. Levels may be skipped according to the Discipline Matrix
 - B. Discipline for violations of policy may be determined to be higher on the Discipline Matrix according to their frequency and severity as outlined in the Discipline Matrix
 - C. Officers will be held accountable and subject to disciplinary action for each specific action. Officers may be disciplined for multiple sections of the matrix depending on the actions by the Officer.
 - D. Two or more minor infractions shall not be compounded to equal a major infraction.
 - E. Disciplinary action based on damage to the image or reputation of the City of Mesquite shall be based on some reasonable evidence of such damage.
 - F. During an ongoing disciplinary investigation, neither the City nor the Department shall public release any information that may adversely impact the reputation of the officer or investigation.

- G. All interviews and/or interrogations during an internal investigation shall be conducted in compliance with the material provisions of NRS 289.080 and other applicable law.
- H. Electronic information used by the officer such as GPS information transmitted by the officer's vehicle, video from Body Worn Cameras or Vehicle Mounted Cameras or any other form of electronic monitoring will not be used as a primary source of any discipline.

Section 4:

An employee whose conduct or performance is considered unsatisfactory shall be subject to Mesquite Personnel Policies, Procedure Manual and Managing Employee Performance & Conduct, and depending on the nature and severity of the offense or performance problem, any one of, or combination of, the following may be imposed upon cause being found:

- A. Counseling
- B. Written Reprimand
- C. Transfer to a Different Assignment
- D. Minor Suspension
- E. Major Suspension
- F. Removal from a Promotional List
- G. Demotion/Reduction in Grade
- H. Termination

Section 5:

Employees who do not correct unsatisfactory conduct or performance, or who commit offenses of such a serious nature that require immediate expulsion from work, are subject to suspension or termination, depending on the facts of the situation. A letter of reprimand will be issued where required by the Discipline Matrix or other Police Policy.

Section 6:

Notification. An employee shall be notified pursuant to NRS 289.060, in its current form or as amended from time to time, in

accordance with the Mesquite Personnel Policies, Procedure Manual and Managing Employee Performance & Conduct. Upon notice of disciplinary proceedings, an employee may request a pre-disciplinary hearing with the Chief of Police (or his representative) which shall be granted at the sole discretion of the Chief of Police (or his representative).

Section 7: If any discipline is administered the employee shall be afforded all due process rights in accordance with applicable state and federal laws.

Section 8: This Article will only apply to an off-duty police officer to the extent applicable under the Mesquite Police Department Employee Policy Manual. If the alleged wrongful activity is not an express violation of the Mesquite Police Department Employee Policy Manual the off-duty officer may not be punished for off-duty activity. An allegation of improper off-duty activity must be supported by substantial evidence.

Section 9: **Administrative Leave Pending Disciplinary Proceeding.** The City Manager may place an employee on administrative leave with pay pending a decision of whether to implement proposed major disciplinary action. The employee shall be notified in writing of the decision to place him/her on administrative leave. The notice shall include a statement that the leave is not a disciplinary action. It shall notify the employee of any reporting or availability requirements which apply during the leave. This section shall be applied in accordance with NRS 289.057(2) in its current form and as amended from time to time.

Section 10: Except as otherwise prohibited to protect the integrity of an ongoing investigation, employees under investigation shall not be deprived of their rights under the First Amendment to the U.S. Constitution.

Section 11: An employee placed on administrative leave without pay who is later reinstated with no disciplinary action will be reimbursed for any base pay lost during the leave. Any overtime that might have been earned during the paid administrative leave shall not be paid.

Section 12: When an employee is terminated he or she shall be provided a written letter giving the reason for termination.

Section 13: To the extent they do not conflict with a provision of this Agreement to the contrary, the provisions and procedures related to discipline of an employee, including termination, set forth in the Mesquite Personnel Policies, Procedure Manual and Managing Employee Performance & Conduct shall apply.

Section 14: SEALING OF DISCIPLINARY ACTIONS:

- A. Letters of reprimand or any notice of unsatisfactory performance will be effective for a period of twelve (12) months following date of incident and, provided there are no intervening reprimands or more severe disciplinary action having a same or similar relationship to the original incident, thereafter shall be of no further effect and shall be removed from all files of any kind upon written request of the affected employee to the Chief of Police through the Chain of Command and upon being reflected in the employees yearly evaluation.
- B. Disciplinary actions other than letters of reprimand shall be sealed upon written request by the employee to the Chief of Police with a copy to the Human Resources Department and upon being reflected in the employee's yearly evaluation, according to the following schedule:
 - 1. Minor Suspension (8-32 hours) and Transfer to a Different Assignment- three (3) years from the date of the incident giving rise to the suspension, if there has been no recurrence of the incident giving rise to the discipline;
 - 2. Major Suspensions (40+ hours) and Removal from a Promotional List- five (5) years from the date of the incident giving rise to the suspension, if there has been no recurrence of the incident giving rise to the discipline.
 - 3. It is the intent of the parties that recurrence" shall mean repetition of the same or similar act, error, or omission on the part of the employee as provided for in the Mesquite Personnel Policies, Procedure Manual and Managing Employee Performance & Conduct.
- C. Sealing shall include sealing of all forms of memos, letters, correspondence, complaint forms and any other written or electronic material pertaining to the disciplinary action,

excluding Employee Evaluations, unless otherwise noted in these procedures. Sealing shall not include the sealing of any material related to criminal offenses for which the employee was charged except in concurrence with the sealing or expungement of criminal charges by a court of competent jurisdiction, or except in the event of complete exoneration of the employee by the court.

- D. The City Human Resources Department shall be notified in all cases where sealing of disciplinary action is taken, and Human Resources Department file copies will be sealed accordingly. The sealed action shall not be held to discriminate against the employee in any subsequent disciplinary action, or in the event of impending promotion, merit step raise, transfer, request for training, modification of duties, vacation selection, application for other employment, or against any other action the employee may take for his personal improvement or betterment.
- E. Once sealed, the file shall not be opened unless the employee requests such unsealing and then only for examination by the person or persons which the employee specified, or at the direction of the Chief of Police who may deem in necessary. In any case, the employee is to be notified of the opening of the sealed file and reasons therefore.

Section 15:

NON-DISCIPLINARY TERMINATIONS:

- A. Resignation, a full-time employee who resigns shall submit his/her resignation in writing to the Chief of Police and, if possible, give at least two (2) weeks notice.
- B. Employees on Probation shall have no recourse under this Collective Bargaining Agreement.
- C. The probationary period for a promoted employee is six (6) months. If during a probationary period a promoted employee's performance or conduct is not satisfactory to the Chief of Police the employee may be demoted to their former position without recourse to the grievance and arbitration provisions of this Agreement and Mesquite Personnel Policies, Procedure Manual and Managing Employee Performance & Conduct.

D. Abandonment of Post.

1. An employee absent from duty in excess of three (3) days without satisfactory explanation shall be considered to have abandoned his/her post and shall be deemed to have resigned from CITY employment and CITY may either accept the implied resignation of the employee or the employee may be terminated by the City Manager provided that the Chief of Police has made a reasonable effort to locate the employee if the whereabouts of the employee are unknown.
2. The requirement of a reasonable effort to locate an employee shall be satisfied if the Chief of Police has sent certified and first class notification to the employee at the address shown in the employee's personnel file as the employee's mailing address.

ARTICLE 35. GRIEVANCE AND ARBITRATION PROCEDURE:

Section 1: General.

- A. A grievance is defined as a complaint regarding working conditions, wages, and fringe benefits, violation of departmental rules and regulations or interpretation and application of this Agreement.
- B. The procedures set forth in the Article shall be the exclusive remedy for any dispute or complaint that is defined as a grievance hereunder.
- C. Any computations of time requirements set forth in this Article which refer to "working days" shall be computed on the basis of a five (5) day work week, Monday through Friday, or schedule held by the affected employee.
- D. Grievances not filed or submitted within the time limits set forth below shall be rendered invalid and not subject to this grievance and arbitration process.
- E. A grievance may be advanced to any step in the grievance and arbitration procedure if the parties jointly so agree.

Section 2: Informal Procedure. Prior to submitting a written grievance, the subject matter thereof may first be presented orally or by written communication to the employee's immediate supervisor or the Chief of Police or designee within ten (10) actual days from the date of the incident or ten (10) actual days from the time the employee had reason to know the circumstances giving rise to the grievance. If the employee is not satisfied with the results of providing the oral or written notice he or she may request an informal grievance meeting with an immediate supervisor, the Chief of Police, or designee. The employee may bring an MPOA representative to the informal grievance meeting.

Section 3: Grievance Procedure.

- A. An employee or the employee's association representative acting on behalf of the employee, having a complaint or grievance shall present the signed written grievance to the MPOA Grievance Committee.

- B. The Grievance Committee assigned by the MPOA will be provided all documentation collected by any internal disciplinary investigation relating to the grievance. The Grievance Committee will also be provided opportunity to clarify any questions or statements with witnesses at their discretion without interference by the CITY.
- C. If it is determined by the MPOA Grievance Committee that a grievance does exist, it shall (or the employee may in any case) within ten (10) actual days from the date of the meeting with the Chief of Police or designee, as set forth in Section 2 above, or within ten (10) actual days from the date of the incident or the time when the employee had reason to know the circumstances giving rise to the complaint, present the signed grievance to the Chief of Police or designee.

The Chief of Police or designee shall have ten (10) actual days to make written response to the grievance

- D. Within ten (10) actual days after receipt of the Chief of Police's or designee's response, or lack of response, the employee may submit the grievance to the City Manager stating the reasons why the Chief of Police's reply was not acceptable.

Within ten (10) actual days after receipt of the grievance, the City Manager shall respond in writing.

- E. If a mutually satisfactory settlement cannot be reached between the City Manager and the MPOA or employee, the employee or MPOA shall have the right to submit the matter to arbitration. The employee or the employees' association representative must notify the CITY of his/her or the MPOA'S decision in writing within ten (10) actual days from the date of the decision by the City Manager, or within (10) actual days from the expiration of the period for the City Manager's response if none was made.
- F. If the employee is placed on administrative leave during the grievance process, responses by both parties will be shortened to five (5) business days.

Section 4:

Arbitration Procedure.

- A. Upon receipt of a notification of submission to arbitration, the CITY and the MPOA shall attempt to select an arbiter mutually agreed upon.
- B. In the event the CITY and the MPOA cannot agree within ten (10) actual days after the receipt of the notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association, as agreed upon by the parties, for the names of seven (7) arbitrators experienced in the field to be arbitrated.
- C. One (1) arbitrator shall be selected by alternately striking names from the list with the MPOA striking first, and the dispute shall be submitted to the arbitrator then remaining.
- D. Such arbitration shall be under the rules of the Federal Mediation and Conciliation Service or the American Arbitration Association as prescribed by the arbitrator selected. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement and shall confine his decision to a determination of the facts and an interpretation and application of the Agreement. The arbitrator shall render his decision within thirty (30) calendar days from conclusion of the hearing.

Section 5:

Award. The arbiter's award will be final and binding on the MPOA and its members, the employee or employees involved, and the CITY. If the arbitrator shall award back wages covering the period of the employee's separation from the payroll of the CITY, the amount so awarded shall be less any unemployment compensation received.

Section 6:

Costs and Fees of Arbitration.

- A. Upon completion of the arbitration process, the arbiter will be requested to specify who is the "loser". Arbitration expenses shall be paid by both parties at a rate of 50% each party.
- B. Expenses incurred such as professional services, consultants, witnesses, preparation of briefs, and data to be presented to the arbiter shall be borne by the party requesting said services.

ARTICLE 36. REDUCTION IN FORCE:

Elimination of Positions and Procedures for Reduction in Force.

1. The CITY may eliminate any position.
2. When a position is eliminated, a reduction in force shall take place in accordance with the following procedure:
 - A. Competition for retention shall be limited to other employees holding jobs in the Police Department who have similar qualifications, and perform similar duties.
 - B. Preference for retention shall be based first upon job performance and employment history. When two employees are equally qualified under these factors, the employee with the most time served since the current hired date shall be retained.
 - C. As a result of reduction in force, the Chief of Police may either transfer, and/or reduce the employee in grade or may terminate the employee.
 - D. An employee shall not be terminated as a result of elimination of his/her position unless offered a reasonable reassignment within the Police Department consistent with the skills and training of the employee, provided such a position is available with the Police Department.
 - E. Termination under this section shall require at least two weeks notice to the employee or payment in lieu of notice.
3. Any MPOA member of the Police Department who is affected by a reduction in force or an abolition of post shall have the right to receive a reduction in grade to the next lower rank in the Police Department if a vacancy currently exists in the lower ranks when the reduction in force occurs.
4. Terminations pursuant to Section 16 of Article 34 shall not be subject to the grievance and arbitrations provisions of this Agreement and Mesquite Personnel Policies, Procedure Manual and Managing Employee Performance & Conduct, nor shall there be any appeal of such terminations.

ARTICLE 37. RESIDENCY:

- A. An employee hired before July 1, 2014 can reside where they choose.
- B. All new employees hired after July 1, 2014 are required to live within Clark County and within fifteen (15) miles of the Mesquite City Limits. These employees' children need to be registered in the Clark County School District. There will be exceptions allowing an employee's children to be registered at other schools. These exceptions will be looked at on a case by case basis, and approved by the City Manager.
- C. Employees also agree to maintain a working phone number listed with the police department.

ARTICLE 38. Educational Incentive:

Educational incentive shall be paid in accordance with the following:

- A. Any full-time employee who has obtained an Associate's Degree from an accredited college or university shall receive fifty dollars (\$50.00) per pay period.
- B. Any full-time employee who has obtained a Bachelor's Degree from an accredited college or university shall receive seventy five (\$75.00) per pay period.
- C. Any full-time employee who has obtained an Advanced POST certificate prior to July 1, 2014, shall receive thirty five (\$35.00) per pay period.
- D. No individual shall receive compensation under more than one of the above subsections during any fiscal year.
- E. An employee requesting educational incentive pay shall be required to provide proof of the required degree. Any employee who becomes eligible according to the sections above, shall receive incentive pay per pay period beginning the first full pay period following the date the certification or degree is awarded.

ARTICLE 39 DEFINITIONS

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

ARTICLE 40. FIDELITY BOND

When the City requires a fidelity bond of any employee, the premium of said bond shall be paid by the City.

ARTICLE 41. INDEMNIFICATION FOR ORDINARY NEGLIGENCE

Except for instances of gross or wanton negligence or intentional misconduct by a bargaining unit employee, in the event of a claim brought by members of the public or by another city employee, the City shall indemnify the affected bargaining unit employee(s) for liability arising out of accidents which occur in performance of the official duties of the affected bargaining unit employee(s).

ARTICLE 42. SOLE AND ENTIRE AGREEMENT

The Parties agree that they have negotiated fully with respect to all mandatory subjects of bargaining and that this Agreement constitutes the Parties' complete and final understanding, except for Memos of Understanding attached to this Agreement or such additional Memos as the Parties may sign.

ARTICLE 43. WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the City and the MPOA signatory hereto hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organization which they represent during the term of this Agreement.

ARTICLE 44. SAVINGS CLAUSE

This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties, provided, however, upon such invalidation the parties agree to immediately meet and negotiate with regard to such parts or provisions affected.

ARTICLE 45. Labor/Management and Safety Committees

1. The Departmental Labor/Management and Safety Committee shall be composed of four (4) employees – two (2) members representing Association and two (2) members, representing Management. Association committee members shall be appointed by the Association president; Management committee members shall be appointed by the Department Head. Members of the committee shall serve at the pleasure of the appointing party. The Management committee or the Association committee may invite other members of the City, such as Human Resources, City Manager or City Attorney and any Union Representatives to be present at any committee meeting. The meetings schedule will be held quarterly, or less frequently as determined by the parties, on mutually agreed dates and times and shall be for the purposes of:
 - A. Exchanging general information of interest to the parties;
 - B. Giving the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members; and
 - C. The committee shall reduce any recommendations arising from their deliberations to writing and forward same to the Department Head. The Department Head's decision is final.
2. The Departmental Labor/Management and Safety Committee shall have no authority to:
 - a. Make any decisions binding the parties;
 - b. Bargain for the parties on any issue; or,
 - c. Determine disposition of any grievance(s).
 - d. Discuss and make recommendations on the maintenance of proper safety standards, the responsibility of employees concerning safety practices, and to give input in the development of overall accident prevention programs and elements.
3. All issues discussed within the purview of this committee will be limited to departmental matters. The committee may not address issues beyond the scope of the department.
4. The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with all laws applicable to its

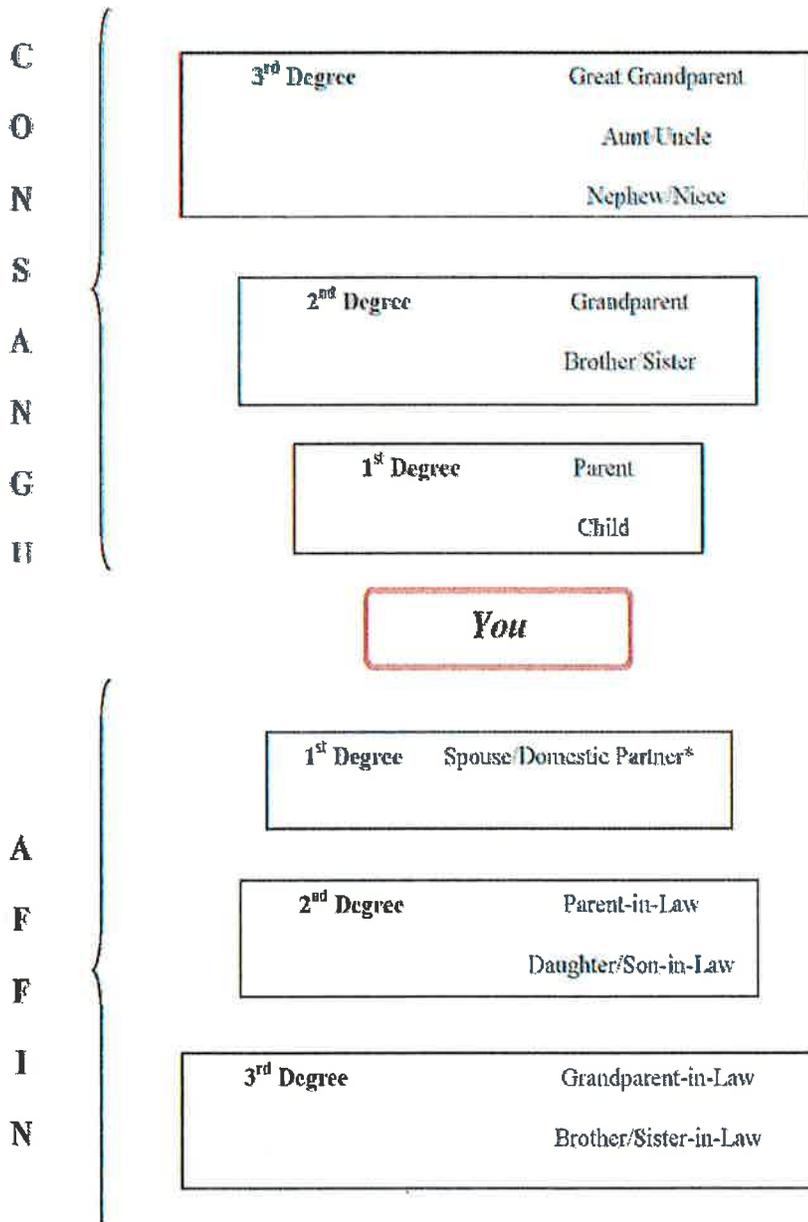
operations concerning the safety of employees covered by this agreement. All such employees shall comply with all safety rules and regulations established by the City.

5. To facilitate the adjustment of work schedules, the committee will notify all members and their immediate supervisors of the dates and times of committee meetings immediately upon the parties reaching mutual agreement as to the date of any such meeting.
6. Association committee members shall not lose pay for time spent in any meetings authorized by the provisions of this article. Time spent in any meeting authorized by the provisions of this article shall be counted as time worked for the purpose of computing overtime only if the time spent falls within the employee's regularly scheduled work hours.

ARTICLE 46. Substance Abuse:

The MPOA and City agree to meet and revise the drug and alcohol policy. Once the agreement is approved this article will be attached as an MOU.

**APPENDIX B
CITY OF MESQUITE
CONSANGUINITY/AFFINITY CHART**



Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships.

*** Registered Domestic Partnership with the Secretary of State**

CITY OF MESQUITE, NEVADA

BY: _____
Allan S. Litman, Mayor

ATTEST:

Cherry Lawson, City Clerk

APPROVED AS TO FORM:

Robert Sweetin, Deputy City Attorney

MESQUITE POLICE OFFICER'S ASSOCIATION
NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS (NAPSO)
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 9110

BY: _____
Randall Southwick, MPOA President



"Quality Law Enforcement Serving Mesquite"

**P.O. Box 128
Mesquite, Nevada 89024**

To:

City Manager: Andy Barton

City Attorney: Cheryl Hunt

On November 21st, 2014, the MPOA membership met to review, discuss, and vote on the proposed Collective Bargaining Agreement between the City of Mesquite and the MPOA, dated July 1, 2014 – June 30, 2017.

The discussion and reviews from the membership was very positive. The MPOA president received a unanimous vote supporting the ratification of the proposed collective bargaining agreement.

The MPOA wishes to thank the City and the City's negotiating committee for your professional and friendly manner working with the MPOA on this contract. The MPOA is grateful for the wonderful working relationship we are able to share.

Respectfully,

Randall Southwick


MPOA President

11/24/14

CITY OF MESQUITE, NEVADA

BY: Allan S. Litman
Allan S. Litman, Mayor

ATTEST:

Cherry Lawson
Cherry Lawson, City Clerk

APPROVED AS TO FORM:

Robert Sweetin
Robert Sweetin, Deputy City Attorney

MESQUITE POLICE OFFICER'S ASSOCIATION
NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS (NAPSO)
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 9110

BY: Randall Southwick
Randall Southwick, MPOA President