COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF WEST WENDOVER ("CITY")

AND THE

WEST WENDOVER POLICE

OFFICERS ASSOCIATION ("ASSOCIATION")

EFFECTIVE DATE: JULY 1, 2015

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BETWEEN THE
CITY OF WEST WENDOVER ("CITY")
AND THE
WEST WENDOVER POLICE
OFFICERS ASSOCIATION ("ASSOCIATION")

THIS AGREEMENT is entered into between the City of West Wendover, Nevada (hereinafter referred to as the "CITY") and the West Wendover Police Officer Association (hereinafter referred to as the "ASSOCIATION").

ARTICLE 1
PREAMBLE

It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto.

It is recognized by the CITY, the ASSOCIATION and the employees covered by this agreement that the CITY is engaged in rendering public services to the general public, and that there is an obligation on each party to continue to provide such service.

All employees shall perform loyal and efficient work and service, shall use their influence and best efforts to protect the properties of the CITY and its services to the public, and shall cooperate in promoting and advancing the welfare of the CITY and in preserving the continuity of its service to the public at all times.

ARTICLE 2
RECOGNITION AND APPLICATION

A. For purposes of this agreement only, and subject to the provisions of N.R.S. 288.140, the CITY recognizes the ASSOCIATION as the exclusive bargaining agent for the regular, full-time employees (hereinafter referred to as "regular employees") employed in the classifications set for hereinafter to negotiate in respect to those mandatory subjects of bargaining set forth in N.R.S. 288.150(2):

Classifications

1. Police Officer
2. Detective
3. Sergeant
4. Animal Control Enforcement Officer

ARTICLE 3
MANAGEMENT RIGHTS

A. The CITY and the ASSOCIATION agree that the CITY possesses the sole right to operate the CITY, and all management rights remain vested with the CITY. In this context, the negotiation of any management rights herein shall not establish a precedent or past practice concerning future negotiations of such rights. All management rights, powers, authority, functions and prerogatives, whether heretofore or hereafter exercised, and regardless of frequency or infrequency of their exercise, shall remain vested exclusively in the CITY. It is expressly recognized that these rights include but are not limited to the right to hire, direct, assign or transfer an employee; the right to reduce in force or lay off employees subject to the procedures for such action as set forth in Article 19 of this agreement; the right to determine and change staffing levels and work performance standards except for safety consideration; the right to determine the contents of the work day, including without limitation work load factors; the right to determine the quality and quantity of services to be offered to the public, and the means and methods of offering those services; the right to determine the safety of the public; the right to discipline, reprimand, suspend, reduce in pay, demote and/or terminate employees subject to applicable provisions of the collective bargaining agreement; the right to determine CITY functions; the right to implement, modify and delete rules, regulations, ordinances, and laws not inconsistent with this agreement; the right to establish, change, combine or eliminate jobs, job functions and job classifications; the right to establish wage rates for new or changed jobs or job descriptions; the right to introduce new or improved procedures, methods processes, or to make technological changes; and the right to establish or change shift schedules of work, starting and quitting times.

B. The ASSOCIATION acknowledges that the provisions of Chapter 288 of the Nevada Revised Statutes, including without limitation the provisions of this article and N.R.S. 288.150, recognize and declare the ultimate right and responsibility of the CITY to manage its operation in the most efficient manner consistent with the best interests of all of its citizens, its taxpayers and employees.

ARTICLE 4
NON-DISCRIMINATION

A. The CITY and the ASSOCIATION will continue their policy not to interfere with or discriminate against any employee because of membership or non-membership in the ASSOCIATION, or because the employee engages in or refrains from engaging in any activity protected by N.R.S. 288.010 and following.

B. The ASSOCIATION shall share equally with the CITY the responsibility to not illegally discriminate against a bargaining unit employee based on age, sex, sexual orientation, marital status, race, color, religion, protected disability, or national origin and for applying this provision of this agreement.

ARTICLE 5
HOURS OF WORK, OVERTIME AND STANDBY TIME

A. HOURS OF WORK: A normal workday shall consist of either eight (8) or ten (10) consecutive hours in a day. The normal work week shall be defined as starting 12:01 am Monday and continuing until Midnight pm Sunday, and shall consist of either five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days out of seven (7) days. Work schedules shall be made at the sole discretion of the Chief of Police or his designee.

If due to shift reassignment or adjustment it is not possible to provide eight (8) hours between shifts, the employee will be compensated at one and one half (1 1/2) times the employee's regular rate of pay for those hours worked which occur during the eight (8) hour off-duty period, and which are contiguous with the adjusted schedule.

B. OVERTIME: Overtime is defined as time actually worked in excess of the employee's normal shift, work day or work week. Overtime requires the approval of the employee's supervisor prior to the time being worked. In the event that an employee (officer) is unable to acquire approval for overtime from his immediate supervisor because of unforeseen circumstances, a reasonable amount of time will be permitted in order to obtain approval. Any Holiday, Vacation or Personal Leave that falls in a scheduled work week will be counted in computing overtime.

C. CONTROLLED AND UNCONTROLLED STANDBY TIME: An employee whom the Chief of Police assigns in writing or orally to be on Controlled Standby Time must remain able to report to duty within a reasonable period of time based on the circumstances.

1. Controlled Standby Time shall be compensated at the rate of two and 50/100ths dollars ($2.50) per hour.

2. Employees who are required to carry a pager or cellular phone, but are not on controlled standby, are ineligible for standby time, and shall not be disciplined for failure to respond to any page or call received. The department shall pay for any such calls made to/from a cellular/mobile phone service as long as the employee is required to carry such pager or cellular/mobile phone. The employee shall be reimbursed for any such calls by submitting appropriate documentation of phone usage on behalf of the department to the Chief of Police.

ARTICLE 6
ANNUAL LEAVE

Vacation/Personal Leave

Employees classified as regular, full-time, earn Vacation/Personal Leave time in accordance with the length of continuous full-time employment with the City as follows:

Years of Continuous Service	Time Earned Per Pay Period*
0 years, less than 5 years	4.62 hours
5 years, less than 10 years	6.15 hours
10 years, less than 15 years	7.08 hours
15 years or more	8.00 hours

*Maximum accrual allowed per 80 hour bi-weekly pay period.

A. Vacation accrual will cease upon the employee accruing two hundred forty (240) hours of vacation time. Vacation accrual will re-commence immediately upon the employees vacation balance dropping below two hundred forty (240) hours. However, employees who have more than five (5) years of continuous service shall have the option to "cash out" a maximum of five (5) days of their unused Vacation/Personal Leave time per calendar year.

For calendar years 2015, 2016 and 2017 only, all employees covered under this Agreement regardless of years of service shall have the option to "cash out" a maximum of sixty (60) hours of their unused Vacation/Personal Leave.

B. Vacation/Personal Leave time shall be charged based upon "earliest earned, earliest used", on an hour for hour basis.

C. Upon resignation or retirement from CITY employment, with two (2) weeks written notice, an employee shall be paid at their regular hourly rate of pay for unused vacation time.

D. The Chief of Police will attempt to schedule vacation/personal leave time as near as possible to the time requested by the employee, after the needs of the department have been considered. When two or more employees request the same dates for leave, the Chief of Police will grant leave based upon the staffing needs of the CITY.

ARTICLE 7
WORK RELATED DISABILITY

Workers Compensation

Employees who incur a work-related injury or illness which qualifies them to receive lost time wage benefits in accordance with Worker Compensation laws, rules or regulations shall receive their regular compensation during such lost time period, not to exceed one hundred eighty (180) days, or while confined in a hospital, until the CITY'S worker's compensation insurance carrier stops payment. The employee is required to give to the CITY any compensation received which, if added to the lost time wages received from the CITY, exceeds the employee's regular compensation. A doctor's certification shall be required for any on the job injury resulting in absence from employment with pay before the employee can return to work.

ARTICLE 8
RETIREMENT

A. The CITY and ASSOCIATION agree that all eligible employees of the bargaining unit shall participate in the Public Employees Retirement System of the State of Nevada, in accordance with the rules of that system.

B. The CITY agrees to continue to pay one hundred percent (100%) of the current contribution to the Public Employees Retirement System (PERS), but shall not pay for the purchase of eligible service.

ARTICLE 9
WAGES

A. For the term of this contract the city agrees to keep in force the wage step and classification scales as provided in Appendix "A" attached hereto and made a part hereof. All provisions of this contract shall remain in effect until the parties execute a subsequent agreement or amendment.

B. Salary Steps

1. Step 1. Minimum Hiring Rate

Employees newly hired in a position covered by this agreement shall be paid at the minimum rate for their position, unless:

a. The Chief of Police recommends a higher beginning rate based upon the following:

1. Up to Step 2: Non Nevada P.O.S.T. Certification but an equivalent certification from another state.

2. Up to Step 3: Non Nevada P.O.S.T. Certification but an Equivalent certification from another state and 1 year previous law enforcement experience as a police officer or higher rank.

3. Up to Step 3: Nevada P.O.S.T. Certification with no previous law enforcement experience.

4. Up to Step 4: Nevada P.O.S.T. Certification and,

i. at least 2 years previous law enforcement experience as a police officer or higher rank, or

ii. 1 year previous law enforcement experience as a police officer or higher rank with at least 1 of those years serving in an agency within the State of Nevada.

5. Up to Step 5: Nevada P.O.S.T. Certification and at least 3 years pervious law enforcement experience as a police officer or higher rank with at least 1 of those years serving in an agency within the State of Nevada.

2. Probationary/FTO Period

A new employee is eligible for a step advancement after successful completion of a probationary period including the completion of the FTO field training program and for non-Nevada P.O.S.T. certified individuals the completion of Nevada P.O.S.T. Retention and/or advancement at the end of the probationary period will be based upon the final recommendation of the Chief of Police.

3. Annual Advancement for Continuous Service.

Eligibility for advancement to each higher step on the salary schedule shall occur on each twelve (12) month anniversary date of attainment of the previous step.

4. Annual Merit Bonus

An Annual Merit Bonus of one percent (1%) of the employee's yearly base salary will be awarded to the employee after their annual evaluation date if their performance evaluation is shown to be outstanding.

An Annual Merit Bonus of two percent (2%) of the employee's yearly base salary will be awarded to the employee after their annual evaluation date if their performance evaluation is shown to be in the pursuit of excellence.

The evaluations are as follows:
90% and above = Pursuit of excellence
80% to 89% = Outstanding
70% to 79% = Satisfactory
Below 70% = Failing

5. Pay Practices; Promotions, Demotions, and Transfers.

a. Employees promoted to a higher classification level shall be placed in the new range at their current step. Eligibility for future step advancement will occur on the annual anniversary date from the date of promotion. Any promotions shall be determined by appropriate Department policy, the discretion of the Chief of Police and, using the following parameters:

1. Employees promoted to Police Officer Grade 2 or higher classification level and employees promoted to Sergeant Grade 1 or higher classification level shall be placed in the new range at their current step.

2. Police Officer 2:

a. Completion of all requirements provided for in NAC 289.240 (as may be amended from time to time) in relation to an Intermediate Certification.

b. Three years of law enforcement service with the City of West Wendover.

3. Sergeant 2:

a. Completion of all requirements provided for in NAC 289.240 (as may be amended from time to time) in relation to an Advanced Certification.

b. Seven years of law enforcement service with the City of West Wendover.

4. Supervisory duties of the various Grades shall be determined by Department policy.

b. Employees demoted to a position with a lower classification shall be placed in the new range at the employee's current step.

c. Employees transferred into a position with the same pay range shall maintain their existing step and anniversary date.

6. Court Subpoenas.

Employees who are scheduled to appear under a court subpoena as part of their job duties, in addition to their regular scheduled work week, and are canceled upon arriving or while en route, shall receive a minimum of one (1) hour of compensation or time actually worked whichever is greater at time and one half (1 ½) their regular rate of pay.

ARTICLE 10
LONGEVITY

On the annual anniversary of the employee's hire date, the City shall grant longevity pay for active employees who have completed at least three (3) years of continuous full-time City employment as outlined below, beginning with the first qualifying year of service and for each subsequent year of service thereafter.

3 years, less than 5 years: $150 per year of total service
5 years, less than 10 years: $175 per year of service
10 years, less than 15 years: $200 per year of total service
15 years, less than 20 years: $225 per year of total service
20 years or more: $250 per year of total service

ARTICLE 11
CALL OUT PAY

A. Employees are eligible for Call Out pay if they have completed their normal work day, have been released from further continuous duty, and subsequently return to work with less than twelve (12) hours notice at the request of their supervisor.

B. Employees called back to work with less than twelve (12) hours notice will be compensated at one and one half (1 1/2) times their regular rate of pay for a minimum of four (4) hours, or actual hours worked, whichever is greater. If the Call Back assignment runs into the employee's normal work day, the employee will receive call out pay only for those hours which are not part of the employee's normal workday.

C. Employees called out more than once within a four hour period will be paid for only one four (4) hour period.

ARTICLE 12
PHYSICAL EXAMINATIONS

A. The CITY will pay for the physical examinations required by law, provided that the employee is examined by a physician chosen by the CITY.

B. Required physical examinations shall be completed within thirty (30) days occurring before or after the employee's birthday.

C. The CITY shall provide and pay for hepatitis "B" testing, and vaccines for tuberculosis, tetanus, and hepatitis, or any other testing or vaccines required by law.

ARTICLE 13
HOLIDAYS AND HOLIDAY PAY

A. The following days are declared Holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving (Family Day)
December 25th

Any day or hours declared a holiday by the President of the United States, Governor of Nevada, or the Mayor of West Wendover.

B. Holiday pay is at the employee's normal rate of pay for the employee's normal work shift for pay period, whether or not the employee is scheduled to work on the holiday.

C. All employees shall be paid holiday pay for each declared holiday equal to the regular rate of pay for that employee's normal shift. In addition to the foregoing amounts required to be paid; employees who are scheduled to work a declared holiday shall be paid 1.5 times their regular rate for hours worked on the holiday; and, employees who are working in overtime status during a declared holiday shall be paid 2 times their regular rate for hours worked on the holiday.

ARTICLE 14
GRIEVANCES AND ARBITRATION PROCEDURE

A. General

1. A grievance is defined as a complaint or dispute regarding interpretation and application of this agreement.

2. The procedures set forth in this Article shall be the exclusive remedy for any dispute or complaint defined in 1 above.

3. The term "working days" is based upon a five (5) day work week, beginning on Monday and ending on Friday.

4. Grievances not moved to the next step within the established time limits will be deemed settled according to the decision rendered in the last step processed. Time limits may be extended or waived by mutual written agreement.

5. The employee shall have ten (10) working days in which to initiate a grievance, at any level, counting from the date the employee should have reasonably known about the circumstances giving rise to the grievance.

6. At each step of the grievance procedure, the CITY shall have up to ten (10) working days to respond to the employee, and the employee shall have up to ten (10) working days from the date of the CITY'S response in which to submit the grievance to the next step.

7. A grievance may be advanced to any step in this procedure by mutual written agreement.

B. Informal Procedure

Prior to submitting a written grievance, the employee may discuss the circumstances with his/her immediate supervisor. The employee may bring an ASSOCIATION representative to this meeting.

Formal Procedure

Step 1

If the issue is not satisfactorily resolved, the employee may submit the issue to the ASSOCIATION Grievance Committee. The Grievance Committee or grievant may then submit a formal grievance to the Chief of Police.

Step 2

If the Chief of Police denies the grievance, the ASSOCIATION or grievant may submit the grievance to the City Manager, specifying why the Chief of Police's response was not acceptable.

Step 3

If the City Manager and the ASSOCIATION or grievant cannot reach a satisfactory resolution, the ASSOCIATION or the grievant has the right to submit the grievance to the City Council at the next possible regular City Council meeting. The City Council must render an offer of compromise, grant the grievance, or deny the grievance.

Step 4

If the ASSOCIATION or the grievant is not satisfied with the decision of the City Council, the ASSOCIATION has the right to submit the grievance to arbitration, as outlined below.

C. Arbitration Procedure

Step 1

Upon receipt of notification of request for arbitration, the CITY and the ASSOCIATION or grievant will attempt to select an arbiter mutually agreed upon.

Step 2

If the CITY and ASSOCIATION or grievant cannot agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to provide the names of seven (7) arbiters experienced in the area to be arbitrated.

Step 3

One arbiter shall be selected by alternately striking names from the list. The ASSOCIATION or grievant shall strike first. The grievance shall be submitted to the last remaining arbiter.

Step 4

Arbitration shall be under the rules of the Federal Mediation and Conciliation Service. The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement and department rules and regulations and shall confine his decision to a determination of the facts and an interpretation and application of this agreement. The arbiter shall render a decision within thirty (30) days from conclusion of the hearing.

D. Award

The arbitrator's decision shall be binding on the ASSOCIATION, and its members, the employee or employees involved, and the CITY.

E. Costs and Fees of Arbitration

Each party shall pay for the costs it incurs for witnesses, professional services, and preparation of briefs and data it presents to the arbitrator.

The arbiter's fees and expenses, the cost of any hearing room and the cost of a court reporter and of the original transcript shall be borne by the losing party, as specified by the arbiter.

ARTICLE 15
INSURANCE

A. Life Insurance

The CITY shall provide fifteen thousand dollars ($15,000.00) of life insurance with double indemnity for accidental death of the employee.

B. Liability Insurance

The CITY shall provide liability insurance for each bargaining unit member while in the performance of official and lawful duties. The CITY shall provide at its expense, legal counsel to defend a bargaining unit member who is sued for incidents occurring during the performance of official and lawful duties.

C. Health Insurance

The CITY shall pay one hundred percent (100%) of the insurance premium for members of the bargaining unit. The bargaining unit member will have the option of paying the premium for eligible family members.

D. Insurance Advisory Committee

The CITY shall form an Insurance Advisory Committee composed of an employee from each department who is selected by the CITY, a City Council member, and one member of the bargaining unit. The committee will review insurance programs, premiums, and

benefits. The Committee shall provide the City Council with findings and recommendations. Such recommendations are not binding on the City Council.

ARTICLE 16
CLOTHING/UNIFORM AND EQUIPMENT ALLOWANCE

A. All sworn officers and the Animal Control Officer shall receive an annual clothing and equipment allowance of One Thousand and Two Hundred Dollars and no/100's ($1,200.00), which shall be paid on the annual anniversary of the employee's hire date.

B. New employees shall receive a six hundred dollar ($600.00) allowance at time of hire and a second allowance of six hundred dollars ($600.00) after completion of Nevada P.O.S.T. or FTO whichever comes first.

C. The CITY shall furnish to the Officers two (2) sets of handcuffs, one (1) flashlight, one (1) pepper spray, one (1) portable radio with external microphone and one (1) ballistic vest. The ballistic vest shall be worn as part of the uniform and according to the Department policy developed by and at the discretion of the Chief of Police. Ballistic vests will be replaced once every five years. The Chief of Police shall approve the type of such equipment and any such equipment remains the property of the CITY.

D. The City shall also furnish to the Officers: one (1) duty firearm, which will be of design and the specification determined by the City. However, if an Officer chooses to use a personal firearm in the performance of his/her duties, that firearm shall meet all requirements set forth by the City for such personal duty firearm and may only be used with the written approval of the Chief of Police. If an officer does use a personal firearm, then the City issued duty firearm shall be returned to the city.

E. The City shall furnish one (1) shotgun per patrol vehicle.

ARTICLE 17
SHIFT DIFFERENTIAL

Shift differential shall be paid for actual hours worked at a rate of fifty cents ($.50) per hour for swing shift, defined as 3:00 p.m. to 11:00 p.m., and at the rate of seventy five cents ($.75) per hour for graveyard shift, defined as 11:00 p.m. to 7:00 a.m. Shift differential pay will not be paid for standby time, vacation time, sick time, holidays not worked, or any other compensated absences not actually worked. If the preponderance of an employee's hours worked on a particular shift falls within the "swing shift", the employee will receive swing shift differential for their entire shift worked. If the preponderance of an employee's hours worked on a particular shift falls within the "graveyard shift", the employee will receive graveyard shift differential for their entire shift worked. When a cover shift is utilized where the preponderance cannot be established, the higher rate shall be paid.

ARTICLE 18
LEAVE OF ABSENCE

Sick Leave

Sick leave accrual and usage will be as is written in the City of West Wendover Personnel Policy Manual, as amended from time to time. The following changes or additions shall also apply.

1. Sick leave may be used by the employee for his/her own incapacitating illness or injury, visits to health practitioners, or for transporting dependent members of his/her immediate family to appointments with health practitioners.

2. Sick leave shall accrue for regular full-time employees at 3.08 hours per pay period, and may accrue without limitation. Sick leave shall not accrue during leaves of absence without pay.

3. Upon separation of service with the CITY, an employee may, if employed for five (5) years but less than ten (10) years, cash out one percent (1%), if employed more than ten (10) years but less than fifteen (15) years, cash out one and one half percent (1 1/2%), if employed more then fifteen (15) years but less than twenty (20) years, cash out two percent (2%), and if employed twenty (20) years or more cash out two and one half percent (2 1/2%), of any accrued and unused sick leave for each full year of service.

4. Employees going on sick leave must notify the Chief of Police or his designee as soon as the need for leave is known to the employee.

5. Regular full-time employees, with approval from the City Manager, may donate accrued sick leave to other regular full-time employees in accordance with the following conditions.

    a. The receiving employee has depleted or will deplete his/her annual accrued vacation and sick leave within the current pay period.

    b. The receiving employee has abided by all personnel rules regarding sick leave use.

    c. The total amount of donated sick leave received shall not exceed seven hundred twenty (720) hours per occurrence.

    d. The donating employee must maintain a sick leave balance of at least one hundred sixty (160) hours after any hours are donated.

    e. Approved donated sick leave shall be transferred to the receiving employee, on an hour for hour basis, in the order in which it was donated.

    f. The receiving employee shall be paid for donated sick leave at his/her regular rate of pay.

g. Donated, but unused sick leave will be returned to the donating employees in reverse order of donation.

Family and Medical Leave (FMLA)

Employees who have been employed by the CITY for at least one (1) year and worked for the CITY at least 1,250 hours during the preceding twelve (12) month period are eligible for family and medical leave. Family and Medical Leave shall not exceed a total of twelve (12) weeks, during a rolling twelve (12) month period, counting backward from the date an employee uses any Family and Medical Leave.

Family and Medical Leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. The employee must use all of his/her accrued paid annual leave or sick leave as part of the FMLA leave. The remainder of the leave period will then be unpaid FMLA leave.

When medically necessary, leave may be taken on an intermittent or reduced schedule basis. Employees needing intermittent leave or reduced schedule leave must attempt to schedule their leave so as not to disrupt the CITY's operations. The CITY may require an employee on intermittent leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee's intermittent or reduced schedule leave. Intermittent leave and reduced schedule leave reduces the twelve (12) week entitlement only by the actual time used.

Family and Medical Leave shall be granted to eligible employees for the following reasons:

1. The birth of an employee's child and in order to care for the child;

2. The placement of a child with the employee for adoption or foster care; (if both an employee and his/her spouse are employed by the CITY, their combined rime off may not exceed twelve (12) work weeks during any twelve (12) month period);

3. To care for the employee's spouse, child, or parent who has a serious health condition; or

4. An employee's serious health condition that prevents the employee from performing the functions of his/her job. Serious health conditions may include conditions resulting from job-related injuries and/or illnesses.

The CITY may require the use of FMLA leave for any absence which would qualify as FMLA leave, even if no formal application for such leave was made by the employee, provided notice is given to the employee.

Employees returning from leave taken pursuant to the Family and Medical Leave Act shall have the right to immediate reinstatement into their most recent position, or one with equal status, pay, benefits, and other terms and conditions of employment.

Failure of an employee to return to work upon the expiration of a family or medical leave absence will subject the employee to disciplinary action, up to and including termination. An employee may request an extension of FMLA to the employee's immediate supervisor. This written request should be made as soon as the employee realizes that s/he will not be able to return at the expiration of the leave period. Any additional time granted or extended will not be considered as FMLA. Rather, such time will be characterized as either paid or unpaid leave, thereby ending the CITY's return to duty obligations.

Leave of Absence Without Pay

Leave of absence without pay for up to ninety (90) days may be granted if recommended by the Chief of Police and subsequently approved by the City Manager. Granting of a leave of absence without pay does not guarantee immediate reinstatement to paid status provided, however, an employee who does not return on the first work day following the end of a leave will be considered to have resigned, unless there is a proven compelling reason beyond the control of the employee.

1. Insurance: Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with COBRA health benefit continuation regulations.

2. Anniversary Date: An employee's anniversary date will be extended by the number of days off work for all unpaid leaves of absence.

3. Benefit Accrual: No sick leave, holiday, vacation benefits or other "length of service" benefits shall accrue during an unpaid leave of absence, nor shall the CITY to contribute toward the cost of insurance benefits.

Court Leave

When Granted: Court leave will be granted to allow employees to serve as jurors, witnesses, or as a party in court proceedings whenever served with summons, subpoenas, or other court orders. Employees shall provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known.

Compensation: Subject to the following conditions, regular employees on approved court leave shall receive their regular rate of pay for those hours spent in court and in the round trip travel between their regular work site and the court.

1. The employee's regular rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to the CITY upon receipt. Reimbursements received for out of pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the CITY has reimbursed the employee for such expenses were paid by the CITY.

2. Employees who appear in court as the plaintiff, defendant, or witness in any action not related to their official duties shall not be paid for time away from work unless

that time is accrued vacation or personal leave. Court payments for travel expenses are to be retained by the employee.

Late Start/Early Release: An employee who is not required to report to court until the middle of his/her work schedule or who is released from court/jury duty before the end of his/her work schedule shall report to work for the hours which are not required for court duty or for related travel time.

Bereavement Leave

A regular, full-time employee who must be absent from work to attend the funeral of a family member who is within the second degree of consanguinity or affinity may use up to a maximum of twenty four (24) hours of bereavement leave per each occurrence. Bereavement leave longer than twenty four (24) hours may be charged to accumulated sick leave, up to a maximum of sixteen (16) additional hours, with the advance approval of the CITY.

Military Leave

Employees who are members of the National Guard or US Military Reserve components are entitled to military leave and to re-employment rights for up to four (4) years, as provided in 38 USC, Sections 4312 - 4318 and the relevant sections of Nevada Revised Statutes. The City will grant military leave with pay for absences not exceeding fifteen (15) calendar days per year, if the employee requesting military leave provides an official copy of active duty for training orders prior to the time of the scheduled military duty, and also a copy of their military pay voucher within 60 days of completion of ADT. The employee may use vacation/personal time for leaves which exceed the fifteen (15) day military leave.

The CITY will make a reasonable effort to adjust work schedules and assignments to accommodate military obligations. Persons filling a position created by an employee on Military Leave may be returned to their previous position upon return of the absent employee, however, a replacement employee is subject to layoff if no other position is available.

ARTICLE 19
LAYOFF PROCEDURES

Layoff

Reasons for Layoff: The CITY may lay off employees because of lack of work, lack of funds, material change in duties or organization, or in the interests of economy, efficiency, or for other appropriate causes, as determined by the CITY.

Alternatives to Layoff: Whenever a layoff is anticipated, the CITY will notify employees whose jobs may be affected of the situation and explain available options to them. The CITY will make reasonable efforts to integrate affected employees into other available positions. The CITY may also utilize options in lieu of layoffs where feasible such as part-time work schedules, reduction in work hours, job sharing, or reductions in class or pay.

Order of Layoffs: The order of layoff among positions in the same class within a department shall be: casual workers first; then probationary employees; then all other employees. In deciding which employees shall be laid off and which shall be retained, the CITY shall consider job related factors such as job knowledge, skill, and ability to do the required work; previous work experience, including ability to perform other jobs which the employee may be called upon to perform as a result of the layoff; attendance, safety, disciplinary records, and performance evaluations while with the CITY; and efficiency of operations. Where two employees are equally qualified based on the application of these factors, the CITY shall retain the employee with the most time serviced since the current hire date.

Layoff Notice: The Chief of Police shall provide each affected employee with a written notice of layoff. Such written notice of the layoff shall either be delivered in person or mailed to the employees' last known address. If practical, the layoff notice shall be delivered or mailed at least fourteen (14) calendar days prior to the date of layoff.

Reinstatement

Persons who have been laid off shall be placed on a reinstatement list within the department from which the layoff occurred. When a vacancy occurs, the Chief of Police shall fill the vacancy using the reinstatement list and may base his decision on seniority at the time of layoff.

Failure to Respond

Failure to respond or report to work within ten (10) calendar days from the date a notice of recall is sent by the CITY will result in a withdrawal of the offer and the next person on the reinstatement list being recalled.

Duration of Reinstatement List

The names of persons laid off shall be maintained on a reinstatement list for one (1) year from the date of layoff. Persons on this list who are hired in positions in the same class from which they were laid off shall, upon such hire, be removed from the reinstatement list. An employee who refuses reinstatement to the same position from which the layoff occurred shall be removed from the reinstatement list. Persons reinstated to a position in a lower class from which they were laid off or called to work as a casual worker shall remain on the reinstatement list for the designated period of time the reinstatement list is active.

ARTICLE 20
ASSOCIATION AFFAIRS

The CITY shall provide a bulletin board in a location agreeable to both the ASSOCIATION and the CITY. The ASSOCIATION may use the bulletin board to post notices or announcements regarding the business activities of the ASSOCIATION. The ASSOCIATION agrees that it will not post any material, which is political or disparages the CITY or any CITY official, or

employee of the CITY. All notices and announcements shall be complying with applicable federal and Nevada state laws regarding illegal discrimination and/or harassment.

ARTICLE 21
PAYROLL DEDUCTION OF DUES

A. The CITY agrees to deduct from the wages of each ASSOCIATION member the sum certified as bi-weekly ASSOCIATION dues and deposit such deductions to the bank account of the ASSOCIATION no later than five (5) days after the end of the pay period. All payroll deductions for dues shall only be made in accordance with a voluntary deduction authorization form individually executed by the employee for whom the deduction will be made.

B. The ASSOCIATION member identified as agreeing to ASSOCIATION dues payroll deduction shall continue to have dues deducted unless the ASSOCIATION member subsequently requests in writing to cancel dues deduction.

ARTICLE 22
ASSIGNMENT DIFFERENTIAL PAY

A. Assignment Differential Pay (ADP) is temporary monetary compensation to be paid to employees in the following categories and at the listed percentage rates of the employee's wages (hourly base wages) for actual time worked within a designated assignment.

B. Assignment Differential Pay assignments are not promotional and therefore no property rights exist. Additionally, employees shall only be paid assignment differential pay for the duration of their assignment.

C. Field Training Officer (FTO) - Must be an officer who has completed an FTO training program and is currently certified to train in this field. An FTO Officer, only while actively involved in field training will receive the following:

Employees with the rank of Police Officer will receive an additional ten percent (10%) above their base wage.

Employees with the rank of Sergeant or higher will receive an additional five percent(5%) above their base wage.

D. Resource Officer / G.R.E.A.T. Officer - Must be an officer who has completed a Gang Resistance Education and Training (GREAT) program and is currently certified to teach in this field. A GREAT Officer, when funded by the annual CITY budget, and only while actively teaching the GREAT program, will receive a five percent (5%) increase in base pay.

E. An employee assigned to more than one assignment eligible for ADP shall receive no more than eight percent (8%) total assignment differential pay.

ARTICLE 23
PERSONAL PROPERTY REPLACEMENT OR REPAIR

A. The CITY shall provide for the reasonable and customary cost of replacing or repairing, or shall replace or repair, an employee's prescription glasses, contact lenses, watches, and approved weapons damaged in the performance of duty up to five hundred dollars ($500) per fiscal year. The Chief of Police must certify these requests as work related damage, and appropriate receipts must be attached, prior to submission for reimbursement by the Finance Department. If the employee receives other compensation for the loss either from restitution or third party insurance, this must be paid to the CITY if the employee has already been reimbursed under provisions of this policy. The CITY shall pay the replacing or repairing cost within fourteen (14) calendar days after the property damaging incident. The Chief of Police shall review the incident prior to approval. The CITY will only cover actual expenses incurred by the employee after submitting an insurance claim for those items covered by insurance.

B. Should the replacement cost run over the allowable $500, the incident shall be reviewed by the City Manager and City Council, and if approved by the City Council, replacement and/or repair of said personal property may exceed the $500.

ARTICLE 24
DAYS OFF

A. Each bargaining unit employee below the rank of Sergeant shall be allowed to bid for the days off of his/her choice on an annual basis; however, the final selection for the employee's days off will be approved by the Chief of Police or his designee. When making the final selection for the employee's days off, relevant factors such as seniority, prior assignments and scheduling needs shall be considered. The provisions of this Article shall not be subject to the grievance procedure.

B. Seniority shall be determined by the most recent date of hire or promotion date which would supersede the original date of hire.

1. Disputes regarding the selection of days off may be taken to the Lieutenant level only.

2. Request for days off for Sergeants will be allowed based on seniority when possible.

ARTICLE 25
BI-LINGUAL PAY

Employees possessing the relative fluency in a language of reading, writing and speaking, other than English who are designated to be fluent in such language by the Chief of Police or his designee, and use such language during regular duties, including call outs, and document such usage on a monthly basis, shall receive an additional allowance to the affected employee's base pay of fifty dollars ($50) per month.

ARTICLE 26
POLICE OFFICERS BILL OF RIGHTS

The provisions of Chapter 289 of the Nevada Revised Statutes, the Police Officer Bill of Rights, shall cover all officers. They shall be subject to the protections and conditions of those rights as they now exist and as they may change from time to time.

ARTICLE 27
DURATION OF AGREEMENT

a. This agreement shall be considered in effect as of July 1, 201~~2~~5 following the ratification by the CITY and ASSOCIATION, and shall remain in full force and effect through June 30, 201~~7~~8 The provisions of this agreement shall remain in effect until the parties execute a new agreement.

b. In the event a fiscal emergency, as authorized by NRS 288.150(2)(w), the City is permitted to reopen the agreement during its term for negotiation. In order to declare a fiscal emergency under this Article the following must occur:

   1. Estimated future fiscal year general revenues for the City, as provided by the Nevada Department of Taxation in their Preliminary and/or Final Local Government Revenue Projections reports results in a reduction of 10% or greater from the current fiscal year general revenues estimate.

   2. Actual current fiscal year general revenues for the City reach a shortfall condition of 10% or more from the Final Revenue Projections for the current fiscal year as provided by the Nevada Department of Taxation.

ARTICLE 28
SAVINGS CLAUSE

If any article or section of this agreement shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by any such tribunal, the remainder of this agreement shall not be affected. The parties of agreement thereby shall immediately enter into collective negotiations for the purpose of arriving at a mutually satisfactory replacement for any such article or section affected.

ARTICLE 29
K-9 HANDLER COMPENSATION

Employees assigned by the Chief of Police to K-9 Handler duty shall receive an additional four (4) hours per week in compensation. This compensation recognizes the time spent by a K-9 Handler at home in the care of grooming and feeding of his/her assigned police dog and shall be considered as hours worked.

ARTICLE 30
RATIFICATION BY CITY AND ASSOCIATION

CITY

Date: 03-03-15

Emily Carter, Mayor

Ismael Gutierrez, Council Member

Gerald Anderson, Council Member

John Hanson, Council Member

Jasie Holm, Council Member

Nicolas Flores, Council Member

ASSOCIATION

Date: 3/10/15

Donald Burnum, President

Bradlee Hillaker, Vice President

Brandon Dew, Business Representative
Operating Engineers Local #3