PPACE

POLICE PROTECTIVE ASSOCIATION, CIVILIAN EMPLOYEES, INC.

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Las Vegas Metropolitan Police Department

COLLECTIVE BARGAINING AGREEMENT

July 1, 2013 through June 30, 2015

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ARTICLE 1 - PREAMBLE

In accordance with the provisions of the NRS 288, this agreement is entered into between the LAS VEGAS METROPOLITAN POLICE DEPARTMENT and the LAS VEGAS POLICE PROTECTIVE ASSOCIATION, CIVILIAN EMPLOYEES, INC. hereinafter respectively referred to as the "DEPARTMENT" and the "ASSOCIATION". Where Civil Service Rules are contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement.

Together, the Association and the Department acknowledge that as a public agency the Las Vegas Metropolitan Police Department is accountable to the citizens of Clark County. Further, we acknowledge that each employee of the Department is responsible for quality service to the citizens of Clark County. By entering into this agreement, the Association and the Department agree to promote and assure sound and mutually beneficial working relationships between the parties; provide an orderly and peaceful means of resolving any misunderstanding or differences relating to the provisions of this Agreement which may arise; to set forth the basic Agreement between the parties for the contract years specified; provide a Labor/Management meeting system to resolve problems between negotiation periods; provide a system to identify and eliminate inefficiencies in the work place; and support innovative approaches to improving effectiveness of employees and the services they render to the citizens of Clark County. The Association and the Department will strive together to assist the Sheriff in meeting his accountability to the citizens of Clark County by working with courtesy, efficiency, confidentiality, and integrity.

ARTICLE 2 - RECOGNITION

2.1 Unit Description. The Department hereby recognizes the Association as the sole and exclusive bargaining representative of all employees of the Department eligible for membership in and represented by the Bargaining Unit as contained in the current Department classification list attached hereto as Exhibit "A", along with any subsequent amendments hereto as mutually agreed upon by the Department and by the Association.

Exhibit "A", referred to in the first paragraph above, reflects a modified grouping of Departmental classifications. This grouping is intended to provide a comprehensive internal relationship of those classifications.

2.2 Exclusions. Employees who are excluded from the bargaining unit are as follows:

- Those employees certified to another bargaining unit under the provisions of Chapter 288, NRS;
- Administrative employees, as defined by NRS 288.025 and appointed by the Sheriff and any confidential employees as prescribed by NRS 288.170(4) and defined by NRS 288.170 (6).
- Temporary Employees
- Part-time Hourly

ARTICLE 3 - RIGHTS OF THE DEPARTMENT

The Department and the Association agree that the Management officials of the Department possess the sole right to operate the Department and that all management rights not specifically modified by this Agreement shall remain the functions of the Department. These rights include, but are not limited to:

- The right to hire, direct, promote, classify, or transfer an employee; excluding the right to transfer an employee as a form of discipline;
- The right to reduce in force, or lay off any employee because of a job or position being abolished, lack of work or lack of funds, subject to Article 11 - Reduction in Force Procedure of this contract;
- The right to determine appropriate staffing levels and work performance standards; except for employee safety considerations;
- The right to determine work schedules, tours of duty, and daily assignments; excluding the right to assign an employee as a form of discipline;
- 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 content of the work day, including, without limitation, workload factors, except for employee safety considerations.
- The Department is entitled to take whatever action may be necessary to carry on its responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder. Such actions may include the suspension of this collective bargaining agreement for the duration of the emergency. Any action taken by the Department under the provisions of this subsection shall not be construed as a failure to negotiate or keep the intended good faith.
- The Department shall have the right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its employees.
- The Department shall have the right to educate and train employees and determine corresponding criteria and procedures.

The above management rights shall in no event contravene the terms of this Agreement and shall be subject thereto.

ARTICLE 4 - EMPLOYEE RIGHTS

4.1 Non-Discrimination. The Department and the Association agree that employees shall have and shall be protected in the exercise of their right to join, or refrain from joining the Association, freely and without fear of penalty and reprisal. The freedom of such employees to assist the Association shall be allowed and recognized as extending to participation in the management of the Association, in the capacity of an Association officer or representative, including presentation of Association views to the officials of the Department.

4.2 Protection from Discipline. No discipline shall be imposed on any employee when an employee participates as a witness or consultant in an internal investigation, disciplinary hearing, or general fact finding on any matter related to this contract, unless the text of the employee's testimony implicates the employee in any criminal act, perjury, willful distortion of the facts, or violation of Department rules or policies, in which

case the discipline shall not be more severe than if the employee's violations had been discovered through regular means.

4.3 Rights Generally. Further, employees represented by this bargaining unit shall have, in addition to all rights guaranteed them by the United States Constitution, the State of Nevada Constitution, and the laws of those respective governments, the specific rights as listed in each article of the contract as a matter of entitlement under the terms of this agreement. These rights shall not limit the employee's general rights by law or practice in any fashion.

In accordance with NRS 288.270 (1) (a), no Department member shall prevent any employee covered by this agreement from having contact with the Association. This contact may occur during the work hours when approved by the supervisor based on operational needs or during breaks, lunch, or off-duty hours.

4.4 Notice of Investigatory Interviews. Whenever an employee covered by the collective bargaining agreement is a party to an internal investigation as a subject or witness and is so notified as per Department Procedure 5/101.26, such notice shall be faxed and e-mailed to the Association office. Notification to the Association shall be completed at or near the time the employee is notified of the required interview.

4.5 Employee Files. Employees' files and records, shall be maintained in a confidential manner. Access to employee files shall normally be limited to the employee's direct chain of command and other authorized members of the Department as needed. Typing or maintenance of these files shall not normally be assigned to part-time employees unless those employees are assigned to the Office of Labor Relations and sign a confidentiality agreement.

ARTICLE 5 - ASSOCIATION RIGHTS

5.1 President or Designee. The Association President, Vice President, and full time representatives shall each be allowed 40 hours paid time per calendar week, individually or by job sharing, to accomplish general Association business. Upon completion of the term, the President, Vice President, and full time representatives shall return to the previously held classification, position and work assignment within the Department, or any successor position such members would have been reclassified had they not been serving in this capacity. Seniority will apply as if the member remained in that assignment. Members serving in a full time capacity, shall be assigned to the Office of the Deputy Chief, Professional Standards Division. The Deputy Chief will be informed of all annual, sick, and/or other leaves used by the members serving in a full-time capacity.

5.2 Association Representatives. The Association may designate Association representatives.
The Association shall notify the Department, in writing, of the names of the representatives and their respective jurisdictional areas prior to the effective date of any such designation.

5.3 Time. The Association will be allowed to maintain one full-time employee representative for every 400 employees of the bargaining unit. This authorized number will be inclusive of the position allowed in 5.1 President or Designee. The number of full time positions will be calculated at the start of each fiscal year and is based on the authorized strength that has been budgeted for that fiscal year. Employees so assigned are granted "Association Pay." In addition, the Association will be credited 800 hours of Association time to be utilized by other employee representatives and to work on management of the Medical Insurance programs available to Association members.

Representatives shall devote time provided by the Department to matters of collective bargaining or representation for Las Vegas Metropolitan Police Department's civilian employees.

Normally, no more than one employee from any bureau will be allowed off for Association leave at any one time. Any additional representatives off at the same time must be approved by the Bureau Commander.

Annotation: This section was modified in 2007 to mirror language in the PPA agreement regarding the number of paid representatives and associated duties for representatives using Department time.

2012 – Added the Association Pay designation to memorialize how the pay is classified in the Payroll system.

5.4 Approval of Association Time. The representative shall have approval of the Association President or designee and immediate supervisor prior to conducting Association business. Association leave will be granted unless operational demands preclude the representative from leaving the work area. The "reason for leave" will be marked "Association Time" and must be signed by the Association President and the representative's chain-of-command when this time is utilized. This time will not be abused and will not be unreasonably denied by the supervisor(s).

The Payroll Section will submit a monthly report of Association time used via email to the PPACE office and the Office of Labor Relations.

Annotation: 2012- Cleaned up language to reflect the actual practice for authorization of Association time.

5.5 Conduct of Business. Representatives of the Association may communicate with individual employees at the work site. The conduct of such business shall not unduly interfere with the individual employee's duties or work operations. Said representatives must check in with the employee's immediate supervisor upon entering the work area to make arrangements to conduct the appropriate business.

5.6 Negotiations. The members of the Association negotiating team shall be granted leave from duty with full pay for all meetings held for the purpose of negotiating and ratifying the terms of the contract when such meetings take place at a time when such members are scheduled to be on duty. Members of each team will not exceed eight (8) unless agreed upon by the Association and Department. If negotiation session falls outside a members regularly scheduled work hours and/or RDO, their shift will be adjusted to accommodate negotiations. Shift adjustment does not apply to negotiation sessions that extend beyond a normal shift. The Association will make every effort to select members for the negotiation team from a cross section of the Department to minimize operational impact.

Annotation: 2012 – Increased negotiation participants from seven (7) to eight (8).

5.7 Bulletin Boards. The Department will permit the use of bulletin boards in approved locations for the posting of official Association notices. Such notices will be posted by a designated member of the Association and will relate to Association business and activities.

It is understood that no material will be posted on the bulletin boards at any time which contains:

- Personal attacks upon any member or any other employee;
- Scandalous, scurrilous, or derogatory attacks upon the administration;
- Attacks on any other employee organization, regardless of whether the organization has local membership;
- Attacks on and/or favorable comments regarding a candidate for any public political office.

5.8 Contract Training. Upon completion and ratification of this Agreement, the Department and Association will provide all personnel with training regarding the terms of this Agreement.

ARTICLE 6 - ASSOCIATION SECURITY

6.1 Dues Check Off. Employees covered herein may authorize payroll deductions for the purpose of paying Association dues. Upon signed authorization from the employee, on the approved Department form, the Department agrees to deduct bi-weekly from the wages of said employee. Such sums will be reflective of the current Association dues as approved by the membership. Each covered employee shall have the right to terminate such payroll deductions subject to the provision below.

Annotation: 2012- language clarified to reflect current practice.

The Department agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members.

Dues deduction authorization shall be irrevocable for a period of one (1) year beginning the date received in the Association office and automatically renewed each year thereafter. Authorization may be withdrawn by an employee from March 1st through March 20th to be effective first pay period in April. A completed payroll deduction form must be filled out completely, signed, and dated within this time frame, AND received in the Association office for signature PRIOR to cancellation. The Association will ensure any documents received during the drop period are forwarded to Payroll for processing.

Annotation: 2012- language clarified for the process of dropping dues. Changed drop dates as to not conflict with Association elections & budgeting.

6.2 Hold Harmless. The Association agrees to indemnify, defend, and hold the Department harmless against any and all claims or suits that may arise out of or by reasons of action taken by the Department in reliance upon any authorization forms submitted by the Association to the Department. The Association agrees to refund to the Department any amounts paid to it in error on account of the payroll deduction provision upon presentation of the proper evidence of error or mistake. In the event the Department fails to make an appropriate deduction, it will correct the error by making a retroactive deduction from the employee's paycheck.

6.3 Dues Rate. The Association will notify the Department, in writing, the current rate of membership dues. The Department will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. Any retroactivity will be effective from July 1st.

Notwithstanding 6.1 above, the Department may require the submission of new deduction authorizations when the Association increases its membership dues by at least ⅓ during any 12 consecutive month period.

ARTICLE 7 - DEPARTMENT SECURITY

7.1 No Strike. The Association and its individual members agree not to strike under any circumstances.

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

7.2 Lockout. The Department will not lock out any employees covered hereunder as a result of a labor dispute or any other disagreement with the Association.

ARTICLE 8 - CORRECTIVE ACTION AND PERSONNEL FILES

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

Training or retraining may be used as a means of improving employee productivity and effectiveness through positive and constructive methods. In the event it is determined that personalized training is needed to correct a specific deficiency, such training may be required, and will be provided, by the Department.

8.2 Disciplinary Notification to Employees. See Department Procedure 5/101.26. It is agreed any changes to this procedure will be subject to Association review before any implemented change. Additionally, the Association reserves the right to negotiate changes to the procedure.

If the employee's immediate supervisor has a conflict of interest because the supervisor's personal involvement led to the circumstances which resulted in the investigation, the employee/Association shall have the right to have that supervisor excluded as the investigator of the complaint.

8.3 Grounds for Disciplinary Action. The Department will not take disciplinary action against an employee except for just cause as defined below. The Department shall follow the disciplinary procedures set forth below in enforcing any discipline. An employee may appeal any written reprimand, demotion, suspension, or other form of discipline through the grievance procedure of this contract which shall be the exclusive remedy for the appeal of disciplinary actions.

8.4 Corrective Disciplinary Action. The Department and the Association recognize the principle of progressive corrective action when discipline is needed. Discipline involves actions by supervisors in situations where employee conduct, or performance is unacceptable and there is clear intent to create a record of discipline. Discipline should be progressive in that it normally goes from a minor form of discipline to major disciplinary actions in predictable steps. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than written reprimand. The usual steps of discipline are:

- For minor performance or conduct issues, the supervisor or manager will have to show documentation of at least two (2) efforts to correct the problem. This will be evidenced by at least two (2) documented contacts. Having a minimum of two (2) documented counselings for minor issues enables the supervisor to correct issues without resorting to a disciplinary action.

- *Written Reprimand* - This is the first level of discipline which is documented and which may be placed in the employee's personnel file. Documentation is done on an Adjudication of Complaint form. The

statements on the form must clearly outline the specific unacceptable performance or conduct, the specific violation(s) of Department Rules, Regulations, and/or Procedures which is alleged to have occurred and that the discipline proposed is a written reprimand. The employee will be shown a copy of the Adjudication of Complaint, will be allowed to read it, and will then sign the form acknowledging receipt. The employee will be given a copy of the Adjudication of Complaint and may prepare a response which will be attached as a permanent part of the written reprimand.

- *Suspension* - Suspension is used when a written reprimand has not corrected the specific unacceptable performance or conduct. Suspension may be used as the first or second step when a disciplinary offense is clearly of such a serious nature that a suspension is the appropriate corrective action. Documentation is done on an Adjudication of Complaint form. The statements on the form must clearly outline the specific unacceptable performance or conduct, the specific violation(s) of Department Rules, Regulations, and/or Procedures which is alleged to have occurred and that the discipline proposed is a suspension. The employee will be shown a copy of the Adjudication of Complaint, will be allowed to read it, and will then sign the form acknowledging receipt. The employee will be given a copy of the Adjudication of Complaint and may prepare a response which will be attached as a permanent part of the suspension.

- *Disciplinary Transfer* - Transfer is an alternative disciplinary action that may be utilized by the Department. A disciplinary transfer is a disciplinary action which may occur where it is determined that an employee's conduct or performance warrants transfer as a level of discipline. An employee who has been disciplinary transferred may not transfer back into the assignment or section from which they employee was disciplinary transferred, for a period of one (1) year.

- *Removal from Promotional List* - This measure may be used when a finding is subject to the application of "major" discipline and may only be applied to positions that have supervisory responsibilities. Whenever this option is recommended by the Bureau Commander or other recommending authority, the employee/Association will be given an opportunity to meet with the Bureau Commander/recommending authority prior to the recommendation being forwarded to the Sheriff for final disposition.

- *Demotion* - This step may be utilized for serious disciplinary offenses or where it is determined the employee is no longer able to fulfill the duties and responsibilities required in the job classification they are assigned.

- *Termination* - Termination is the final step of the progressive disciplinary process. Termination is used when all other efforts to correct a disciplinary situation have failed or when the nature of the offense is of such a serious nature as to warrant the immediate severance of the employee/employer relationship.

8.5 Alternative Actions. Other action may be appropriate under some circumstances. The same procedures regarding documentation must be followed as in the case of a written reprimand or suspension.

- Withholding of Step Advancement - Where a rating period reflects continuing sub-standard performance or significant disciplinary actions, step increases for that period may be withheld pursuant to guidelines established in Article 15 of this Agreement.

- Reduction in Grade - This involves the individual reducing in grade from the position currently held to one in a lower pay grade or of lesser responsibility. This step would be used when the difficulties the employee is experiencing appear to stem from the level of duties and/or responsibilities of the position currently held.

- I/II Classification - In the event an employee hired into a I/II classification, which requires a training period beyond completion of the initial probation to progress to level II, does not meet standards to advance to level II, the employee may be subject to the pre-termination process. If termination is

recommended by the employees' chain of command, all documentation of the performance and remedial training will be provided to the employee, the employees' representative, and the pre-termination board.

If termination occurs, such action shall not be considered disciplinary in nature. However, the employee may appeal the termination to arbitration as provided in the Article 9-Grievance Procedure. In the arbitration process, the arbitrator will be restricted in making his/her decision based on the performance documentation directly related to the employee's ability to perform that job function at level II of the classification.

In the event an employee is terminated as a result of this section, the adjudication that is placed in the employee's personnel file shall specify the termination is not disciplinary in nature.

Annotation: This section was added in 2003, to allow extended training in classifications that must progress from a I to a II and define the process that is implemented should an employee not meet standards after completion of probation. Under this section it is the Department's responsibility to clearly define and document proficiency expectations required of the employee to progress to level II.

Annotation: In 2003, the parties reorganized this section to provide clarity with respect to disciplinary actions available and alternatives that could be taken outside the disciplinary process. Withholding a step advancement or a reduction in grade is not considered a disciplinary action and not subject to the just cause provisions of this article.

8.6 Voluntary Pre-Discipline Meeting. Prior to a disciplinary decision being made on matters that may result in a disciplinary action greater than a written reprimand, but less than termination, the employee, with or without an Association representative, may appear at a meeting with the Bureau Commander/Director or equivalent making the recommendation for discipline. The Bureau Commander/Director or equivalent may request that their AA/MA or mutually agreed upon third party neutral be present. Upon notification of the recommended discipline, the employee will be given up to 24 hours to decide whether or not to attend the voluntary meeting and sign the notice. At this time a copy of the notice will be faxed or e-mailed to the Association office.

If the employee chooses to attend this meeting, the employee and the Association will be given a written notice by the Bureau Commander/designee of the meeting at least five (5) calendar days prior to the meeting date. This notice will include a time and location of the meeting, a synopsis of the findings of the investigation and the level or range of discipline that is being considered.

At least 72 hours (not inclusive of weekends or holidays) prior to the scheduled meeting, the employee and the Association will be given the investigative documents to prepare for the hearing. These documents are considered confidential and may not be released beyond the employee or the Association.

The Adjudication of Complaint setting out the disciplinary decision will be completed and delivered to the employee without unreasonable delay.

8.7 Records. Investigations or allegations which do not result in a corrective or disciplinary action shall not become part of the employee's personnel file under any circumstances.

8.8 Purging Files and Records. (See Department Procedure 5/101.42) The Association reserves the right to negotiate changes to the above procedure.

File Review - The Department shall allow every employee the opportunity to review their own official employee personnel file and/or Bureau file at any reasonable time upon request, and to request a copy of any needed documents in the file. The official personnel file shall remain under the control of the Office of Labor Relations.

If an employee, upon examining his/her personnel file, has reason to believe there are inaccuracies in the documents therein, the employee may write a memorandum to the Deputy Chief of the Professional Standards Division explaining the alleged inaccuracy and ask that the documents be corrected or removed. The Deputy

Chief/designee shall investigate the employee's request within 30 calendar days, advise the employee's chain of command, make any appropriate correction, or removal if warranted, and advise the employee of the decision. The employee's memorandum shall be attached to the material in question and filed therewith if the documentation is not changed.

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

- Violation of the criminal laws, or ordinances, of the cities, counties, or the State of Nevada, or of any other state, or the United States, the violation of which is considered a crime;
- Violation of Civil Service Rules or Departmental Rules and Regulations that do not conflict with the terms of this agreement and have been properly approved;
- Excessive wage garnishments as defined by the Federal Wage Garnishment Law;
- Outside employment which has not been approved in accordance with established Departmental procedures;
- Solicitation of the public for money, goods, or services which has not been approved in accordance with established Departmental procedures;
- Acceptance of any reward, gift, or other form of remuneration, in addition to regular compensation for Department related duties;
- Repeated incompetency, repeated inefficiency, repeated carelessness, abuse of sick leave, neglect of duties, unexplained absence from duty, malfeasance, misfeasance, misconduct, conduct unbecoming an employee, insubordination, or acts evidencing moral turpitude;
- Mental or physical disability when it has been determined by a medical board of review in accordance with Civil Service Rules that an employee is incapable of performing satisfactorily because of a physical or mental impairment which is likely to continue indefinitely or recur frequently;
- Striking in violation of this Agreement or of NRS 288.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Definition. A dispute or disagreement raised by an employee or by the Association on the membership's or a member's behalf against the Department regarding:

A. The application or interpretation of this collective bargaining agreement.

B. The application or interpretation of any Department rule, regulation, policy, or procedure that governs the Department.

C. A written reprimand.

D. A minor suspension (8 hours up to 32 hours).

E. A major suspension (40 hours)/demotion or removal from a promotional list.

F. Termination

The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Where Civil Service Rules are contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement. Civil Service Rules will apply in circumstances where the contract is silent. An alleged violation of a Civil Service Rule, not covered by the terms of this Agreement, may only be appealed through Civil Service Rules.

Probationary employees that are non-confirmed are not considered terminated for the purpose of applying the rights specified under this article, i.e. the probationary employee will not be entitled to appeal his/her non-confirmation under this article.

9.2 Process. All grievances shall be filed in writing, on an approved grievance form; shall be dated as of the date filed; and shall specify the collective bargaining agreement provision alleged to have been violated. The grievance shall also specify the known circumstances and facts, including names, dates, etc., which are alleged to constitute the violation. The grievance will be hand-delivered to the appropriate party.

Step 1 - All grievances relating to sub-sections A, B and C above shall be filed with the Bureau Commander/Director/designee or the next level of supervision above the Bureau Commander/Director if the matter giving rise to the grievance occurred at the Bureau Commander/Director level. If the matter giving rise to the grievance occurs outside the chain of command of the employee, the grievance shall be filed with the employee's Bureau Commander/Director. If an employee moves or transfers to a different chain of command, the grievance will be filed/heard at the same or higher level to where the grievance originated.

If the dispute is related to subsections D or E above, the grievance is transmitted to the Deputy Chief/Assistant Sheriff/other level as appropriate or designee in the chain of command.

Grievances shall be filed within 30 calendar days of the employee's knowledge of the occurrence giving rise to the grievance. With regard to disciplinary appeals, this shall be the date the employee signed his/her Adjudication of Complaint and received a copy of the adjudication.

The Bureau Commander/Director/designee or in the case of disputes related to subsections D or E, the Deputy Chief/Assistant Sheriff shall initiate an investigation of the grievance and within 30 calendar days of the filing of the grievance, hold a meeting with the grievant in an effort to explain the results of the investigation and resolve the issues in dispute. In the event the grievance is not resolved at the meeting(s), held as a result of the investigation, the Bureau Commander shall submit to the grievant and the Association, in writing, a response to the grievance including a summary written statement of the findings of the investigation within 30 calendar days of the filing of the grievance. This shall complete Step 1 of the procedure.

Step 2 - In the event the grievant is not satisfied with the Step 1 written response to the grievance, the grievant and/or representative may initiate Step 2 of the grievance procedure by transmitting the grievance to the Deputy Chief/Assistant Sheriff/or other level as appropriate or designee in the chain of command within 30 calendar days of receipt of the written response provided in Step 1. If a grievance is forwarded to Step 2 of this procedure, the Deputy Chief/Assistant Sheriff or designee involved shall investigate the grievance and schedule a meeting with the grievant and/or representative within ten (10) calendar days of receipt of the grievance. If the dispute is not resolved at this meeting, the Deputy Chief/Assistant Sheriff or designee shall submit a written response within 30 calendar days from the filing date of Step 2. The response at this level to a written reprimand shall be final.

Annotation: In this step, where a grievance is initiated regarding sub-sections D and E (added in 2007), the "other level as appropriate" will be the next level of supervision above the parties involved in the pre-discipline hearing.

Step 3 - If the Step 2 response is unacceptable or related to subsection F, the Association and/or the employee may make a written request to the Sheriff for final and binding arbitration within 30 calendar days of receipt of the Step 2 response. The following list of eligible arbitrators will be utilized by the parties on a rotational basis, based upon their availability within 90 calendar days of date of selection. The first arbitrator on the list will be notified of his appointment and the hearing will be scheduled within 90 calendar days of the notice to the arbitrator. If the selected arbitrator cannot serve within 90 calendar days, the next arbitrator will be scheduled under the same conditions. This will occur until a date can be agreed upon. Whomever the arbitrator is that is selected, the next case will first be offered to the next arbitrator on the list and the same procedure will be undertaken as described herein. In the event a case settles and the arbitrator doesn't serve, the arbitrator will be scheduled for the next, yet to be scheduled, hearing. Thereafter, the arbitrator shall remain in the original rotation on the list. The arbitrator's decision shall be final and binding on all parties to this agreement as long as the arbitrator does not exceed the authority set forth below.

The list of arbitrators will be maintained by the Association and the Labor Relations Section. The parties will mutually select five (5) arbitrators that are listed on AAA or FMCS rosters to serve on the panel. This selection will occur before the parties ratify the contract. The selected arbitrators may only be removed from the panel by mutual agreement or failure to remain on the AAA or FMCS rosters.

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

If the parties are unable to agree as to whether or not an issue or subject matter is to be referred to binding arbitration, then this disagreement relative to arbitrability shall be referred to the courts for an appropriate determination.

9.3 Expenses. The expenses of arbitration, including any panel fees, the arbitrator's fees/cost and expenses and the cost of the arbitration reporter's fees, transcript, meeting room, etc., if any shall be borne equally by the Department and the Association if the Association is representing the grievant. If a grievant is processing a grievance without the sanction of the Association, he/she shall be responsible for their costs associated with that grievance, which includes all the arbitrator's fee and expenses. In this case, the employee will be required to submit an advanced payment to the arbitrator prior to the arbitration being scheduled. This payment shall be dictated by the arbitrator based on his/her assessment of the time that will be involved in the case. Any overpayment shall be refunded to the employee at the same time the arbitrator presents an award. All other expenses incurred by either party in the preparation of its case are to be borne solely by the party incurring such expense.

9.4 Arbitrator Authority. The arbitrator shall not have the authority to modify, amend, alter, ignore, add to, or subtract from any of the provisions of this Agreement. The arbitrator is without power to issue an award inconsistent with the governing statutes of the jurisdiction. The arbitrator, in the absence of expressed written agreement of the parties to this agreement, shall have no authority to rule on any dispute which is not within the definition of a grievance set forth in this Article. Any and all settlements and awards by the arbitrator shall be limited in retroactivity to the date of alleged violation or the date of the filing of the grievance as decided by the arbitrator. Subject to the provisions stated below, the arbitrator shall not have the authority to excuse a failure by the Association or the Department to comply with the time limitation set forth above unless mutually agreed by the parties.

9.5 Time Limits. In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or holiday, in which event, the period runs until the end of the next day which is not a Saturday, Sunday, or holiday. Time limits specified in this grievance procedure may only be extended by written agreement of both parties.

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

- *Department Responsibility* - Failure on the part of the Department's representatives to answer the grievance in the time limits established in the preceding paragraphs will allow the employee/Association to move the appeal to the next step in the procedure.

9.6 Representation. The aggrieved employee shall have the right to be represented by a person chosen by the employee and/or the Association at all levels of this grievance procedure. If the person chosen by the employee is not the Association's representative, a representative of the Association's choice will be allowed to be present, at all meeting where both parties are present pertaining to the resolution of the grievance. Settlements reached shall not be inconsistent with the provisions of this Agreement. Should the Association believe that a settlement made by an individual employee is inconsistent with the provisions of this Agreement, it shall have the right to proceed with a grievance at the arbitration step of this grievance procedure. The Association shall, without exception, receive a copy of the final disposition of all grievances initiated by employees covered under the terms of this Agreement.

9.7 Other Disputes. Disputes which do not fall within the definition of a grievance set forth in 9.1 above and which challenge the legality including the constitutionality, or the propriety, or the reasonableness of a Department rule, order, or regulation, shall first be referred by the employee involved to the Association, as the exclusive representative of the bargaining unit pursuant to the provisions of NRS 288. If the Association deems it appropriate to pursue the dispute, it is to be filed in the first instance with the Deputy Chief/Assistant Sheriff or Undersheriff, as appropriate to the chain of command. A meeting will be scheduled by the Deputy Chief/Assistant Sheriff or Undersheriff with the Association for the purpose of resolving the dispute. The Deputy Chief/Assistant Sheriff or Undersheriff shall, within ten (10) calendar days of the conclusion of such meetings, furnish the Association with a written response. If the Association wishes to pursue the matter further, it may do so as allowed within the confines of NRS 288.

Annotation: This section was updated in 2003, to remove ineffectual language regarding arbitration and add the Assistant Sheriff to the process. For clarification, the level of the Undersheriff would be utilized if the issue arises at the Assistant Sheriff level.

9.8 Distribution. A copy of all grievances shall be forwarded to the Association immediately upon filing with the Department.

ARTICLE 10 - DEPARTMENT PROCESS

10.1 Availability and Response. The Department agrees that all Departmental, Divisional, or Bureau orders, directives, policies, and procedures (hereto referred to as directives) that have been reduced to writing, shall be available to every employee at each facility. The Association shall be provided all departmental orders, directives, policies and procedures upon request. The Association President may request a meeting to discuss and may make either written or verbal comments on the changes and/or propose changes. When a meeting is requested, the Department agrees to not implement proposed changes that are non-emergency related until the meeting has occurred.

10.2 Interpretation and Application. It is the Department's intention that directives are to be interpreted and applied uniformly to all employees under similar circumstances. It is the employees' responsibility to read and sign off all departmental, division, or bureau orders, directives, policies and procedures required via the Intranet.

10.3 Validity. New written directives, or amendments to existing ones, or ones not established in accordance with this Article shall have no force or effect until such time as the directive has been posted on the Intranet.

10.4 Training. It shall be incumbent upon the Department to provide any employee training or retraining deemed necessary by the Department, at the Department's expense. Selection of employees to be trained for new or expanded job opportunities shall be on an equal and nondiscriminatory basis.

ARTICLE 11 - REDUCTION IN FORCE PROCEDURE

11.1 Notice. Whenever it is determined that a layoff of employees may occur because of a job or position being abolished, lack of work or lack of funds, the Department shall give written notice of the layoff, including the specific reason(s) such action is necessary and the estimated length of the layoff period to the Association President at least seven (7) calendar days prior to the effective date of notification to employees.

11.2 Process. The Department and the Association agree that reduction in personnel as it pertains to employees covered under the provisions of this contract shall be as hereinafter prescribed. When bargaining unit positions are abolished or reduced, reductions shall be accomplished in accordance with the following provisions:

Order of Layoff - Casual and temporary employees performing bargaining unit work within the Department shall first be eliminated. Employees shall be laid off based upon seniority of service within the classification selected for layoff, with the least senior employees, including probationary employees in the selected classification for layoff, being laid off first.

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

Bumping - Any permanent employee who is to be laid off may elect to bump to a previously held classification (including those classifications where a title change occurred) in which he/she completed probation, provided:

- The bumping employee has more Department seniority than the employee being bumped; and
- Meets the minimum qualifications as defined in the classification specifications and as determined by the Office of Human Resources.

An employee electing to exercise bumping rights shall assume the salary range of the employee's classification that is being bumped at the step closest to the employee exercising the bumping rights' existing salary at the time of the layoff. In no event will the bumping employee receive more salary as a result of the bump.

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

Seniority Lists - Whenever it is determined that a layoff of employees shall occur, the Department agrees to supply current time in classification seniority lists to the Association for the job(s) being affected.

In the case of classification seniority ties, overall Departmental seniority shall determine the most senior employee.

Accruals - At the time of layoff, the employee's leave balances will be paid off in accordance with the provisions set out in this Agreement for employees separating from the Department. An employee on layoff accrues no additional sick leave or vacation time.

11.3 Re-Employment.

List - The name of an employee who has been laid off shall be placed on a re-employment list by classification and by seniority within that classification and shall be recalled in the inverse order in which he/she was laid off. Persons on such a list will be offered an opening in the job classification from which the employee was reduced (including those classifications where a title change occurred after the employee was laid off). No new employee will be hired in the classification where the layoff occurred until all employees on layoff status in that classification desiring to return to work have been offered the position. No casual or temporary employees will be hired to perform bargaining unit work until all eligible permanent full time employees reduced in force have been reinstated. The employee must provide the employer with any address change while waiting for recall.

If a classification is changed as a result of a reduction in force, it will be negotiated with the Association as prescribed in Article 16 of this Agreement prior to implementation.

Notice - Notice of recall will be made in writing by certified mail, return receipt requested, to the employee's address of record. The Department will make a courtesy phone call to the employee's phone number of record in conjunction with the written notice.

Response - An employee who is sent notice of recall must respond within 14 calendar days of the date the notice was sent. In the event the employee fails to respond within the 14 calendar day period, he/she will be considered to have abandoned his/her recall rights.

Reporting Date - An employee recalled to his/her former job classification will be subject to a background update covering the time the employee was on lay off status. This update will not include a polygraph or psychological examination. The employee must report for re-employment on the date established by the Department or be considered to have abandoned his/her recall rights.

Accruals - When an employee is recalled from layoff and re-employed, he/she is considered to have continuous service credit, less the time spent on layoff, for computation of future earned vacations. Sick leave will be reinstated in an amount equal to that as of the date of the employee's layoff if he/she does not receive a payout as described in 12.13 Payout. In the event the employee received sick leave payout at the time of layoff, he/she may elect to have all his/her sick leave accruals reinstated at the time of re-employment by reimbursing the Department the amount of the payout for sick leave at the time of layoff. In the event reimbursement is made, the employee will remain eligible for sick leave payout as described in 12.13 Payout.

Period of Eligibility - Persons on a re-employment list shall retain eligibility for appointment for a period of three (3) years from the date their name was placed on the list.

Merit Increases - Upon returning to his/her original job classification within the period of eligibility, the employee will be credited with prior seniority for the purpose of further movement on the salary schedule, not including the time spent on layoff.

Seniority Date - Upon return of a laid off employee within the period of eligibility, he/she shall receive the seniority that the employee had from the date of the original hire less the period of time that the employee was laid off.

ARTICLE 12 - SICK LEAVE

12.1 Accrual. Each employee of the Department shall be entitled to .05 hours of sick leave for each hour of actual service in any one bi-weekly pay period, excluding overtime.

12.2 Utilization. Sick leave with pay will only be granted in the case of a bona fide illness or injury of an employee or a member of his immediate family. Sick leave with pay may be granted to employees required to take time off from work for the purpose of keeping a medical, dental or vision appointment.

12.3 Bereavement. May be used as needed by employees who are required to absent themselves from work for bereavement subsequent to the death of a member of their immediate family. Employees have the option of using any accrued leave for bereavement purposes.

12.4 Application to FMLA. See Department Procedure 5/101.17 for FMLA.

12.5 Immediate Family. For purposes of this Article, "immediate family" shall be defined as a spouse, parent, sibling, child, grandchild, and grandparent (including legally adoptive relationships and step relations), or any of the previously specified relationships to the employee's spouse or significant other. For the purpose of 12.2 and 12.3 only, significant other shall be interpreted to apply when it involves a person the employee lives with that they consider a mate.

Annotation: In 1997, the parties modified Bereavement and Immediate Family to allow flexibility for employees to use sick leave for a significant other they consider a mate. It was agreed this flexibility was not to be extended anywhere else in the contract.

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

Sick Leave Request - Employees are required to file and sign a sick leave request within 48 hours of returning to duty as evidence that the reason for the employee's absence was a legitimate use of sick leave as outlined above. If an employee calls in sick, they will be carried as sick. The employee's record will not be changed after the fact to reflect some other form of leave.

12.7 Physician's Statement. An employee returning to an intermittent or reduced schedule, or temporarily modified duties shall submit to Health and Safety a physician's certificate to include:

- The date the employee was put under the doctor's care;
- The limitations identified based on the physician's review of the employee's job specifications; and
- The expected duration of treatment and limitations, if foreseeable.

12.8 Restrictions While on Leave. If an employee calls in sick, then at all times during the use of paid sick leave, employees shall be at their place of residence, a medical facility, or their doctor's office, or shall notify the on-duty supervisor of their whereabouts when using sick leave.

12.9 Abuse. Utilization of sick leave for purposes other than those defined in this contract shall be considered evidence of abuse. The Department may discipline employees when evidence of abuse exists.

When evidence of abuse exists, the supervisor shall consult with Labor Relations to ensure consistent application of this section. In the event, it is determined a counseling should occur, the supervisor will talk with the employee and thereafter document the conversation on a Contact Report.

If an employee is counseled or disciplined under this section such action may only be listed in the employee's performance appraisal as an attendance issue. The specific number of days or the level of discipline shall not be mentioned.

Additionally, it was discussed and understood that partial days cannot be counted as full days. Nevertheless, partial days may be a factor in considering abuse.

Evidence of abuse can be defined as historical patterns, excessive utilization or malingering. Circumstances surrounding the evidence/allegation of possible abuse should be considered on a case by case basis.

Sick time used for bereavement and/or FMLA purposes will not be used in determining abuse or excessive use of sick leave.

Employees will not provide or be asked to provide a physician's statement or doctor's note to a supervisor. Any doctor's note required by the Department will be handled through the Health Detail.

Annotation: The parties agree that as a general rule, any person that uses eight (8) or more sick leave days per year is excessive. It was understood that eight (8) days is not a specific standard, but merely a guideline for supervisors when assessing circumstances surrounding the absences of employees (e.g., supervisors will look at historical attendance, patterns of use, number of days used per incident, etc.). For the purpose of an extended illness or injury, the FMLA standard will apply. It was also agreed that extended illness or injury will not negatively affect an employee's performance appraisal.

12.10 Extended Leave. Employees on extended sick leave are responsible for notifying the Department of their primary location and expected return date. An extended sick leave is when an employee is off work for maternity/paternity leave, recovery from a disabling illness or injury or other recognized use of sick leave for more than five (5) days as prescribed by medical authority.

12.11 Bonus Time. If a permanent employee uses three (3) or fewer days of the combination of sick leave (including FMLA) and leave without pay within a year, the employee will receive three (3) shifts of bonus time hours based on the employee's regular work schedule (eight (8), nine (9), ten (10), or 12 hours) at the time of accrual (employee's hire date), which shall be credited to the employee's bonus leave account the following pay period. Non-accrual workers compensation salary extensions can also affect your bonus award, see Article 13.2. An employee hired prior to July 1, 1982, has no limit to their accrual of bonus hours. Employees hired on or after July 1, 1982 may accumulate up to 240 hours of bonus time. If an employee terminates, the employee shall receive 100% of any bonus leave accumulated at the time of leaving.

12.12 Hours Worked for Overtime. Sick leave shall be counted as time worked for the purpose of computing overtime.

12.13 Payout. If a permanent employee leaves the service after ten (10) years of continuous employment, the employee shall receive payment of 50% for the employee's sick leave accumulation; after 15 years of continuous service 62½%; after 20 years of continuous service, 75%. After 25 years of continuous service the employee shall receive payment for 87.5 percent of the employee's sick leave accumulation. In all circumstances prior to 30 years of continuous service, payment for sick leave will be computed at the employee's base salary rate plus longevity. After 30 years of continuous service, payment shall be increased to 100 percent of the employee's sick leave accumulation at the employee's regular rate of pay. Regular rate of pay is defined as the rate of pay an employee would receive if he/she was actually working a shift and includes the following: base pay, step increases, longevity, shift differential and training pay. The purpose of this provision is to offer an incentive to employees to maintain a maximum number of accumulated sick leave days to their credit so that any extended illness may be more adequately covered for such emergencies. An employee may utilize the benefit of this provision one (1) time only.

Employees hired or rehired after July 1, 1982, may not receive payment for more than 1250 hours of accumulated sick leave at time of retirement, resignation, or termination. Any hours exceeding the 1250 hour limitation will be forfeited.

Employees hired prior to July 1, 1982, will only receive 87.5% or 100% payment on accumulated hours up to 1,250 hours, whichever is appropriate based on years of service. All other accumulated hours will be paid at 75%.

Example Table:

Years of Service	Example Sick Leave Time on Books	Amount Paid to Employee at Separation
<10 years	700 Hours	No monetary benefit paid
10-14 years	1040 Hours	520 hours (50% of accrued time)
15-19 years	1500 Hours	781.25 hours (62.5% of 1250 hours)
20-24 years	1800 Hours	937.50 hours (75% of 1250 hours)
25-29 years	2200 Hours	1093.75 hours (87.5% of 1250 hours)
30+ years	2800 Hours	1250 hours (100% of 1250 hours)

12.14 Break in Service. Employees on the Department payroll as of June 30, 1982, who have had a break in service, shall have their sick leave payoff computed as if their combined years of service were continuous and without break. For persons hired or rehired on July 1, 1982 or thereafter, the provisions of the last paragraph in 12.13 shall be applied and any break in service shall not be bridged for the purpose of determining total years of service.

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

ARTICLE 13 - SERVICE CONNECTED DISABILITY

13.1 Primary Salary Coverage. In the event an employee is absent due to a service-connected disability, injury, and/or illness which has been verified by the Department's Worker's Compensation Program and the benefits paid to such employee under the provision of the Department's Worker's Compensation Program do not equal the employee's gross salary, the Department shall pay to the employee an amount equal to the difference between the compensation received under Worker's Compensation and the employee's then present base salary, excluding overtime. This compensation will continue for a period of 800 work hours from the first day of absence.

13.2 Extended Salary Coverage. Employees who have ten (10) to 15 years of continuous full-time employment will have their salary compensated for an additional 200 working hours. Employees who have in excess of 15 years of continuous full-time employment will have their salary compensated for an additional 120 plus the above 200 hours, totaling 320 hours. Employees will not receive holiday benefit for a regular day off during this extended salary protection period.

During any of the extended salary protection periods, sick and annual leave will not accrue. At the time of bonus time accrual (employee's hire date) if an employee has more than three (3) shifts of non-accrual workers compensation, they will not be eligible for bonus hours. This also applies to any approved non-accrual hours.

It is the intent of the Department to pay the on-the-job injured employee (as outlined in this Article) the difference between full base salary and that provided by the Workers Compensation System as salary continuance. Therefore, the employee shall return to the Department all salary continuance payment by the Workers Compensation System covering the period enumerated in 13.1 of this Article. No supplemental benefit shall be paid until after the employee has deposited the Workers Compensation System lost time benefit check with the Department or the Workers' Compensation System has issued the Department a voucher for lost time.

Leave Utilization - Upon the expiration of the covered salary protection period, if the employee is still unable to work, the employee may elect to utilize accrued sick leave.

When accrued sick leave has been exhausted, if the employee is still, because of disability, unable to work, the employee will be permitted to use all accrued vacation leave as sick leave. Subsequent to exhausting of both the employee's sick leave and vacation leave, the employee shall receive no additional compensation from the Department.

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

Accumulation of Hours - Compensable hours are for each injury or illness and hours necessary for subsequent medical attention because of the same injury will be accumulative.

ARTICLE 14 - MISCELLANEOUS LEAVES

14.1 Court Leave. Any employee required to be absent from work pursuant to legal process, including any proceeding effected pursuant to Chapter 288 of the Nevada Revised Statutes, to appear in any court as a witness in a criminal case, or a witness in a civil case for the purpose of giving testimony shall receive full compensation as though the employee were actually on the job during such time. The employee shall claim any injury, witness, or other fee to which the employee may be entitled by reason of such appearance and pay the same over to the Department. Notation will be made on the Daily Activity report for the shifts of court leave granted to the employee while absent from the employee's regular scheduled duties.

When an employee is called to jury duty on a work day, but is scheduled to work a shift other than day shift, the supervisor will modify the employee's work schedule according to one of the alternatives below:

- Working Prior to Jury Duty Reporting Time

- If a graveyard employee is ordered to jury duty that same day, the employee will be relieved from duty no less than eight (8) hours prior to their scheduled jury duty appearance time. This provision complies with NRS 6.190.

- Working After Jury Duty Reporting Time

  An employee shall have their reporting time adjusted for the actual time spent at jury duty during the same work day (this is inclusive of any graveyard shift that carries into the following day). The employee will report late to the next shift the same number of hours spent on jury duty. Employees will notify the on-duty supervisor of the number of hours needed for the shift adjustment as soon as they are released.

  In the event the employee serves for four (4) hours or more on the day of his/her appearance for jury duty, including the employee's time going to and returning from the place where the court was held, they shall be relieved for the entire shift. This provision complies with NRS 6.190.

No civil case shall be covered by this Article in which the employee has an interest.

In the event an employee is called to jury duty, the employee shall be entitled to full pay for all normal work time involved with the jury duty and shall be allowed to retain any compensation for such jury duty.

14.2 Military Leave. Any employee who is called to active duty by the President of the United States to serve in a national or international deployment of the United States Armed Forces shall be granted leave and pay as prescribed by Federal law. In addition, an employee who is called to active duty by the President of the United States to serve in a national or international deployment of the United States Armed Forces shall suffer no loss of benefits. The Department will supplement the employee's military pay to ensure their gross pay is equal to his/her regular pay. The employee's pay will be adjusted whenever normal increases occur to his/her salary.

An employee having a reserve status in any of the regular branches of the armed forces of the United States or the Nevada National Guard, upon request to serve on active duty or inactive duty for training, as outlined in the provisions or NRS shall be granted a maximum of 30 shifts of leave and pay. The 30 shifts provided herein are meant to be used in conjunction with the statutory obligation. Any statutory time used will be deducted from the 30 shifts.

When an employee scheduled for military leave, the employee is required to provide their immediate supervisor with proof of their military status, a contact person and phone number in their unit, and, if possible, provide their annual drill and training schedule. These documents are to be maintained in the employee's bureau file. This notification shall occur on the first day the employee returns to work after notification is received.

The employee will provide an LVMPD 2 Application for Leave form, to his/her immediate supervisor at least two (2) weeks prior to the scheduled military leave, when possible. The supervisor will forward the form to Payroll for processing. A copy of the military duty documents must be given to the home bureau for submission to Payroll (military duty documents required may be unit training schedules, earning statements, orders or DD214's).

If an employee has a scheduled vacation leave, that leave will not be canceled because another employee has been granted military leave. For the purpose of this section, scheduled vacation means any vacation scheduled based on an annual vacation bid or approved by the supervisor based on current department policy.

Employees may utilize annual leave in lieu of leave without pay for military leave after the statutory compensation obligation provided in NRS.

Annotation: This provision was changed to clarify that most military leaves are not under specific written orders. Additionally, these changes will not impact the current practice allowing the flexible use of the 15 days prescribed by NRS. The parties deleted the reference to rescheduling days off because that is a right reserved by management.

14.3 Educational Leave. Educational leave with full or partial pay or without pay may be granted by the Department Head or designee in the interest of the Department; e.g., attendance at professional conferences or meetings or for educational purposes. Normally, such leave shall not exceed one (1) year.

14.4 Leave Without Pay. Leave without pay may be granted to an employee for purposes normally covered by sick or annual leave when such leave has been exhausted or for other justifiable reasons.

Except as provided in 14.2 Military Leave above, periods of leave without pay in excess of 160 work hours shall not be credited for purposes of completion of probation, salary increases, time in grade for promotion, or except in the case of military leave without pay, seniority or computing longevity pay. The employee's hire, longevity, seniority, and merit dates shall be adjusted accordingly and the employee shall receive credit for all time for which the employee was actively working for the Department.

Employees that exceed 14 continuous days of leave without pay will be notified in writing by the Payroll Section of the below requirements. This notice will take seven (7) to ten (10) days after the end of the pay period in which the leave without pay occurred.

Continuous leave without pay for periods in excess of 160 work hours, exclusive of FMLA and/or ADA, must be approved by the employee's Bureau Commander.

Continuous leave without pay in excess of 90 calendar days must also be approved by the Division Head and the Sheriff.

Employee Requirement:

> The affected employee must make his/her request by completing the documents provided by Payroll and verification as set out below from the employee's treating physician prior to exceeding 160 work hours of leave without pay. If the nature of the absence precludes the employee from completing this paperwork, the supervisor will ensure the chain-of-command and the Health Detail is notified of such; Health Detail will engage the appropriate parties for obtaining the necessary information. Notice will be given to the Association regarding all employees falling under this paragraph.
>
> The request will include verification from the treating physician that:
>
> - The employee is under medical care;
> - Nature, severity and probable duration of condition; and
> - A date of return to work specified by the treating physician.
>
> The extended leave request and the physician verification shall be submitted to the Health Detail for processing.

In making the decision whether to grant extended leave, the Bureau Commander will consult with the Health Detail.

Additional leave granted cannot exceed one year. Requests for extended leave without pay to seek other employment will be denied.

Continuous leave without pay for periods in excess of 160 work hours for reasons not related to a medical condition may only be approved by the Sheriff.

If extended leave without pay is not granted or the employee does not request extended leave as specified above, the employee may resign, and may request re-employment within three (3) years from the date of his/her resignation, according to Civil Service Rule 350.5. If the employee does not resign, the Department may make a request to the Sheriff to convene the preterm board.

Periods of leave without pay in excess of 160 work hours resulting from a job connected illness or injury shall be credited for purposes of seniority or computing longevity pay, and may be credited for purposes of completion of probation and/or salary increases on the recommendation of the Division Head and approval of the Bureau Commander of Personnel.

Annotation: The 160 hours is expressed in hours, rather than days, week, or months, to be in compliance with PERS. In 2007 this section was changed to place these decisions solely within the Department.

14.5 Maternity/Paternity Leave. Employees shall be entitled to leave for maternity/paternity purposes commencing as determined below and extending up to six (6) months following the birth or adoption of the

child; the provisions of Department Procedure 5/101.17 Family and Medical Leave Act will apply concurrently with this benefit.

An employee, upon becoming aware of her pregnancy, shall obtain a statement from her physician stating that the physician has reviewed the job specifications of the employee and that it will not be injurious to her health or the health of the expected child for her to continue working. After the initial statement has been presented to the employee's supervisor (Acting Supervisor or next in chain of command, if the employee's supervisor is unavailable.) and forwarded to Health and Safety, a similar statement shall be presented monthly, commencing with the sixth month of pregnancy. Employees complying with these provisions shall be entitled to work as long as they continue to present such monthly statements or until the date specified by their physician as the date beyond which they should not be permitted to work. If the employee fails to present any required monthly statement within five days of the date due, she may be placed on maternity leave after three (3) calendar days notice by the Department.

Employees will use and exhaust FMLA leave time concurrently with their accrued leave, beginning with compensatory leave. Once compensatory leave is exhausted, the type of leave used will be at the employee's discretion but the type will be designated in advance to Payroll. If the employee does not designate the leave usage in advance of using it, Payroll will use leave in the following order: sick, vacation, professional leave, then bonus leave for maternity/paternity purposes. All leaves should be taken as one continuous leave period (unless special circumstances clearly show a legitimate need for broken periods of leave) with the leave without pay being the last to be designated. By the six (6) month of pregnancy, employees should make an appointment with Health and Safety to develop a tentative plan for leave usage. Employees should submit a leave application request prior to taking leave to indicate the type of leave that will be utilized.

14.6 Family and Medical Leave. Refer to Department Procedure 5/101.17

14.7 Application and Examination Leave. An employee shall be permitted reasonable time off with pay during the employee's shift to make application and/or take an examination for Departmental promotional or transfer opportunity. Mandatory seminars are inclusive of this article if they are part of the testing mechanism. Voluntary components are not applicable for consideration e.g., sit-alongs, unless otherwise stated in the posting. These types of components shall be done on the employee's time and notification to the supervisor is not required. In no case shall an employee become eligible for overtime as a result of competing for a promotional or transfer opportunity.

If an employee works shift work (swing or graveyard), he/she will be shift adjusted no less than eight (8) hours to participate in an examination for a departmental promotional opportunity. Employees participating in a transfer opportunity (oral board) will be shift adjusted to accommodate that time.

Annotation: 2012 – This clarification was made to ensure all employees are given equitable time to participate in promotion and transfer opportunities. Additionally, clarification as to the parameters of components considered for time off.

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

The request must be accompanied by:

- A medical statement from the attending physician, estimating the amount of time the employee will be unable to work and the expected return to duty date.

The Executive Board of Directors for the Association will establish eligibility standards and will review the request to verify the employee's eligibility to receive leave donations. The Association will conduct the solicitation of donations and will be limited to an information-only solicitation, with no personal lobbying by

employees. Solicitations will be conducted for a 30 day period of time and all donations will be submitted to the Association on the provided form.

Donations can be made from the donor's Bonus hours, Annual Leave, and/or floating holiday. Sick Leave cannot be donated. Donations will be made by filling out an Application for Leave form, indicating the amount and type of leave to be donated, and if donating to a specific person*, the name of the person receiving the donation written in the comments section of the form. These Application for Leave forms will be sent to the Association office for processing. (*If no specific name is indicated on the form, the donation will go into a general leave bank for use by eligible members of this bargaining unit). The minimum donation is four (4) hours. Employees must have an Annual leave balance of at least 40 hours after the donation.

The Association will forward donations to the Department Payroll Section, where the donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to sick leave at the hourly rate of the recipient. If any donated hours remain at the end of the Catastrophic Leave, they will transfer to the general Catastrophic Leave Bank.

Bank hours, if any, may be approved by the Executive Board on a matching basis, provided Bank hours are available. Bank hours on a matching basis will not be approved unless the CAT leave request is posted Department wide.

Eligible Employees - The Catastrophic Leave Program is available to all collective bargaining unit employees who require a minimum of 160 hours of leave after all accrued leaves have been exhausted. This may also apply to intermittent leave situations directly associated with the catastrophic leave request. Employees must complete initial probation with the Department prior to becoming eligible for the Catastrophic Leave Program.

The illness or injury cannot be a result of an illegal act, nor can it be self-inflicted.

Employees must meet the following definition of a catastrophic illness/injury:

> Catastrophic Illness/injury is an illness or injury that keeps an employee from performing the duties of their job (i.e., the employee is hospitalized, homebound or is the primary care giver to a member of their immediate family). See section 12.5 for immediate family definition.

Employees with a work-related Worker's Compensation claim are not eligible for the Catastrophic Leave Program.

Regulating Program - The parties agree that should any problems or abusive practice arise, that the parties will meet to make reasonable adjustments to facilitate the administration of the program or to eliminate these abusive practices.

ARTICLE 15 - PERFORMANCE APPRAISALS & STEP ADVANCEMENT

15.1 Performance Review. The Department will use procedures to evaluate employees in accordance with the Performance Appraisal Guidelines.

15.2 Step Advancement Eligibility. Employees hired before July 1, 2014 shall be eligible for consideration of a 4% step advancement within the pay scale upon:

- Satisfactory performance upon completion of six (6) months of initial full-time continuous service,
- Successful completion of a probationary period for probationary employees,

- Satisfactory performance upon completion of six (6) months when newly promoted,

- Receiving satisfactory Performance Appraisal on the anniversary date of their employment in such class.

Employees hired on or after July 1, 2014 shall be eligible for consideration of a 3% step advancement upon the same considerations as listed above, until reaching the top of the pay scale.

Employees shall receive their Step Advancement unless the Department can show legitimate reason for its denial. Employees may also have their step advancement withheld if they have been on extended sick leave which has accumulated to an excess of six (6) months.

The suspensions of FY 2010-11, FY 2011-12 and FY 2012-13 do not prevent the Department and the Association from negotiating with regards to restoring these suspended years in future collective bargaining.

Annotation: Effective July 1, 2010, all step advancements were suspended for FY 2010/11 and will not be cumulative for future years.
Effective July 1, 2011, all step advancements were suspended for FY 2011/12 and will not be cumulative for future years.
Retroactive to July 1, 2012, all step advancements were suspended for FY 2012/13 and will not be cumulative for future years.

15.3 Denial of Step Advancement. The employee will be informed in writing on LVMPD form 155 and the Performance Appraisal giving the specific reason(s) for denial.

15.4 Due Date. No merit salary step increase can be denied prior to the completion of the employee's performance appraisal. If the above mentioned appraisal is not presented to the employee when the appraisal is due (anniversary date) the step advancement shall automatically be granted.

15.5 Breaks in Service. The following shall not be considered as breaks in qualifying service for salary step advancement:

- Authorized military leave

- Authorized education leave;

- Time during which employee is receiving compensation for injury or disease arising out of and in the course of employment;

- Authorized leave of absence without pay of thirty (30) calendar days or less within any calendar year;

- Authorized leave of absence with pay;

- Period of qualifying service which immediately precede a layoff or authorized leave of absence; and

- Authorized Association leave.

15.6 Delays. When a salary step advancement is delayed solely through administrative delay or clerical error, an adjustment shall be made effective retroactive to the date it was properly due.

15.7 Appraisal Review Process. The employee's signature on the appraisal shall be viewed as receipt of performance appraisal. If an employee disagrees with his/her appraisal, he may request a review.

Any performance appraisal proven to contain an error or improper reference, through this process, shall be corrected. Any appraisal ordered corrected will have ALL records related to the process purged from the employee's personnel file.

Step 1 All performance appraisals shall be discussed with the chain-of-command above the reviewer. The request shall be filed within 15 calendar days of receipt of the appraisal.

Within 15 calendar days of receipt, that level of supervision will investigate to determine if the appraisal contains error of fact or improper reference and then meet with the employee to explain the results of the investigation.

If the issue is not resolved at this level, the employee will receive the written response including the summary of findings within 15 calendar days of that meeting.

Step 2 The employee may initiate this with the next level of supervision within 15 calendar days of receipt of the written response/summary from step one. At this level, the supervisor shall schedule a meeting with employee within 10 calendar days to attempt to resolve the issue.

This is the final step of the procedure and cannot be grieved. Time limits may be extended only by written mutual agreement of both parties.

If a request is not processed by the department within the time limits set forth above, it will be deemed conclusive in the employee's favor and ordered corrected.

If a request is not processed by the association within the time limits set forth above, performance appraisal will be sustained as written.

ARTICLE 16 - CLASSIFICATION METHODS

16.1 Classification Plan.

The Department shall prepare, with input from the Association, classification specifications for final approval by the Las Vegas Metropolitan Police Civil Service Board. Classification specifications shall be descriptive and explanatory of the kind of work performed in the various positions assigned to a classification. All positions in the competitive service shall be assigned to a classification based on the knowledge, skills, and abilities required to perform the duties of the classification. The classification system shall give order and logic to the classification hierarchies and shall define the work of the classifications to assure appropriate remuneration for work performed and be based on consideration of internal and external equity.

Annotation: In 2007, it was agreed that internal and external equity is not the sole criteria for consideration. Other criteria, such as the market, will also be given appropriate consideration.

16.2 Methodology/Maintenance of Classification Specifications.

Methodology - The Department will utilize a recognized methodology for job analysis. Whenever the Department changes or modifies the methodology, such change shall first be negotiated with the Association.

The job task analysis supplies the basic information needed for position description and classification assignment activities. The objective of the job task analysis will include, but are not limited to:

- Serving as a basis for the determination of a position classification plan,
- Providing a basis for establishing minimum qualification requirements for recruitment, examination, selection, and appointment, and promotion;

- Assisting in the establishment of training curriculum; and

- Providing guidance to employees and their supervisors concerning the duties and responsibilities of individual positions.

A written job task analysis of every position in the Department will be maintained on file in the Office of Human Resources, Classification Section. The Association shall be a given a copy of any job task analysis upon request.

The written job task analysis must include, at a minimum, the following:

- The usual duties, responsibilities, and tasks of each position;

- The normal frequency with which every task is performed; and

- The minimum level of proficiency necessary in the job related skills, knowledge, and abilities.

16.3 Classification/Compensation Review.

Requests - Classification and salary grade review requests may be made at any time to the Bureau Commander of Human Resources by the Sheriff/designee. The requestor of the review shall be responsible for providing any pertinent documentation to support the position or salary grade being recommended for change in the request. Requests for reclassification may result in duties being removed from the position to ensure the employee is working within his/her classification. The request shall be submitted in writing to the Department. The Department will notify the Association of requests affecting classifications or the work of classifications covered by this contract. The request should clearly explain what change is requested, the rational for change, a description of any duties not currently in the classification, any pertinent historical information, and other recommendations.

Authorization for Review - After receipt of the request, the Bureau Commander/designee of Human Resources will forward a copy of the request to the Association. Upon request of the Association, the Bureau Commander/designee of Human Resources will meet with the Association regarding the request. This meeting shall occur within 30 days of the Association's receipt of the request. After submission of the request, the Deputy Chief of the Professional Standards Division/designee will acknowledge the request with written notification to the requestor and the Association as to whether or not the Department will authorize that a study be undertaken the type of study that will be completed and the expected completion date. If the Department does not intend to conduct a study in response to the request, or the request will be delayed, the reasons for that decision will be fully given in the Department's response within 45 days of receipt. If the request is denied, the Association shall have the right to request a meeting with the Deputy Chief of Professional Standards Division to discuss the rejection of the review.

Annotation: In 2007, the Association raised concerns about getting notice regarding expected completion dates. In was agreed the Deputy Chief of Human Resources will meet quarterly with the Association President regarding status of classification requests to update and explain the established priorities for completion.

Findings - Upon completion of the review, the Department will submit its findings and supporting documentation to the requestor and the Association prior to submission to the chain-of-command and the Sheriff for a final decision. If the Association has issues with the recommendation when the review is completed or new classification is being recommended, the Association and the Office of Human Resources Director/designee will meet to resolve concerns. If the Sheriff approves a change in the classification specification, such changes shall be submitted to the Las Vegas Metropolitan Police Civil Service Board for final acceptance and implementation. In the event an employee is found to be working out of classification, he/she will be paid acting pay from the date of the initial audit request to the date the duties are removed from

the position. In those cases approved by the Sheriff, where such duties cannot be removed from the position, the position will be filled through a competitive process.

Any recommendations for compensation changes must be negotiated with the Association as a mandatory subject of bargaining.

Appeal - If the Association disagrees with the classification specifications resulting from a classification review, it shall have the right to appeal the results of the review before the Civil Service Board within 30 days of the results.

In the event a reclassification review results in no change to the position, the Association may, within 30 days of receipt of the denial, request a meeting with the head of the Professional Standards Division to discuss the denial of the reclassification. The decision of the head of the Professional Standards Division shall be final.

Wage Placement - Classification reviews may result in recommendation in the pay range of a classification but not in a classification title. These recommendations for compensation changes must be negotiated with the Association as a mandatory subject of bargaining. If a pay range for the classification is reduced from the existing pay range, the salaries of any employees in the classification will be frozen at their current grade and step until such time as cost of living increases at the new pay range equal or surpass the previous pay range. Employees whose classification is raised to a higher pay range shall be placed in the step closest without a decrease. However, in the event a higher salary schedule is negotiated, the higher schedule will be retroactive to the date the employee was assigned to the new salary schedule.

Ability to Compete - If a new position is created or the position is reclassified, all qualified employees may compete for that position, based on the qualifications established in the classification specification and approved by the Las Vegas Police Civil Service Board. Competition and placement in a new and/or revised classification shall be in accordance with applicable Civil Service Rules. The requirement to have employees compete may be waived for the benefit of the Department and employees. This exception is only applicable when an entire classification in an area, detail, section, bureau is affected by an audit. The decision to waive a competitive process is allowable as agreed by the parties without regard to Civil Service Rules.

16.4 Salary Schedule Resolution. If the Association is not satisfied with the recommendation of a salary schedule proposed through a classification review or a newly created classification, the Association may make a demand to bargain the salary as provided by NRS 288. Such demand shall be within 30 days of written notification from the Office of Human Resources.

If a demand to bargain is made regarding this section and no settlement is reached regarding the above, and mediation is not successful, the Association may have the dispute submitted to an arbitrator on the agreed upon list. The arbitrator will be selected by the parties alternately striking until one remains. The parties will determine which party will strike first by the flip of a coin. This dispute process will be final and binding on the parties and will waive the statutory dispute resolution process set out in NRS 288.

ARTICLE 17 - HOLIDAYS

17.1 Recognized Days. The Department and the Association agree to recognize the following holidays for purposes of this contract:

January 1 (New Year's Day)
3rd Monday in January (Martin Luther King Day)
3rd Monday in February (Presidents Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
Last Friday in October (Nevada Day)
November 11 (Veterans Day)
4th Thursday in November (Thanksgiving)
4th Friday in November (Day after Thanksgiving)
December 24 (Christmas Eve Day)
December 25 (Christmas Day)
Two (2) Personal Holidays

Any additional day not listed above that may be appointed by the President of the United States as a legal holiday. Designations for federal employees will not be recognized.

17.2 Personal Holiday. Employees are authorized two (2) personal holidays annually after six (6) months of continuous full-time service. These days must be used by June 30th of each fiscal year. If the employee requests a personal holiday, the supervisor may not deny the request without approval of the Bureau Commander on a case-by-case basis.

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

Annotation: This section was modified in 2007 to create consistency with the other association agreements.

17.3 Day Celebrated. Except for personal holidays, holidays falling on a Saturday shall be celebrated on the preceding Friday and holidays falling on a Sunday shall be celebrated on the following Monday.

17.4 Holiday Compensation. With the exception of the personal holiday, when an employee is required or is authorized by the employer to work on the holidays recognized in this Article, the employer shall provide payment at straight time for the first eight (8), nine (9), ten (10), or 12 hours worked and shall add eight (8), nine (9), ten (10) or 12 hours of leave time to the employee's annual leave accumulation. For all hours worked over eight (8), nine (9), ten (10), or 12, the employee shall be paid at the overtime rate.

Employees who call in sick on a holiday will be carried as sick. The employee will receive the equivalent amount of leave time to the employee's annual leave accumulation for the holiday benefit. Employees will not have the option of pay for the holiday under the above circumstances. Employees who are off-duty on workers' compensation shall be considered off in lieu of the holiday.

17.5 Compensation on Day Off. Employees whose regularly scheduled day off falls on a legal holiday as recognized in this Article shall receive eight (8), nine (9), ten (10), or 12 hours of annual leave or eight (8), nine (9), ten (10), or 12 hours of straight-time pay, depending upon their regular work schedule.

17.6 Required Overtime on Day Off. An employee required to work on a legal holiday as recognized in this Article, which falls on the employee's scheduled day off, shall be paid overtime for all hours actually worked and receive eight (8), nine (9), ten (10), or 12 hours of annual leave or eight (8), nine (9), ten (10), or 12 hours of straight-time pay.

17.7 Eligibility for Compensation. All eligible employees, in order to be entitled to a legal holiday as provided, shall be in full pay status on their scheduled work day immediately preceding and immediately following such holiday. If the employee is in a partial leave without pay status, either the scheduled work day before or after the holiday, the holiday benefit will be prorated accordingly.

17.8 Compensation Options. Pursuant to the provisions above, employees may select twice a year the option of pay or vacation leave for holidays. The employee selection will remain in effect until a change is made. Any changes made are due in payroll by June 5 to be effective on the July 4th holiday and due in payroll by December 5 to be effective on the December 24 holiday. If selection is not made, annual leave will be given. If an employee has selected holiday vacation accrual, the employee is eligible to use his/her holiday vacation accrual before the completion of six (6) months of service.

ARTICLE 18 - VACATION

18.1 Accrual. Department employees working on a full-time basis within the competitive service shall earn vacation credits at the maximum rate of 4.62 hours per biweekly pay period, computed on a basis of work hours of actual service, excluding overtime. During an employee's first ten (10) years of continuous employment, vacation credit may not be accumulated to exceed 320 hours at the beginning of any calendar year. After ten (10) years, an employee may accumulate up to 360 hours at the beginning of any calendar year. With 15 years of continuous employment, employees shall earn vacation credits at the maximum rate of 6.15 hours per biweekly pay period, excluding overtime. After 15 years, an employee may accumulate up to 400 hours at the beginning of any calendar year. Effective July 1, 2003, after 20 years of service vacation leave shall accrue at a maximum rate of 7.68 hours per biweekly pay period during which an employee is in a paid status, excluding overtime. Vacation leave shall become vested six (6) months after initial employment.

Annotation: This section was modified in 2010 for parity to the PPA and PMSA contracts.

18.2 Eligibility. Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service.

18.3 Rehire Eligibility. Rehired employees may be granted use of annual leave within the first six (6) months of continuous full-time service at the supervisor's discretion. Granting of this time should not unduly disrupt the employee's training.

18.4 Utilization. The time when vacation shall be taken will be determined by the wishes of the employee, the employee's seniority, and the operational needs of the Department.

18.5 Illness Exception. If, while on scheduled vacation, an employee suffers a serious health condition (as defined in FMLA) in excess of three (3) days, the employee shall have the option of immediately notifying their supervisor requesting they be carried on sick leave instead of vacation leave for the duration of the illness or the injury. At the Department's request, the employee shall furnish a physician's statement verifying the illness or injury to the Health Detail.

18.6 Payment. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation earned through the last day worked, provided the employee has six (6) months of continuous full-time service.

18.7 Death of an Employee. Upon the death of a person in the employ of the Department, a lump sum payment for vacation time accrued to the employee's credit will be made to the employee's most recently designated beneficiaries or, if no designated beneficiaries, the estate.

18.8 Break in Service. Employees on the Department payroll as of June 30, 1982, who have had a break in service, shall have their annual leave accrued as if their combined years of service were continuous and without break. For persons hired or rehired on July 1, 1982, of thereafter, the provisions of 19.1 shall be applied and any break in service shall not be bridged for the purpose of accruing annual leave.

18.9 Sellback. Any employee who has completed his/her initial probation, including rehire status may elect to exchange up to 60 hours of vacation or bonus leave (or any combination thereof) for up to 60 hours of gross salary, excluding overtime.

Exchange of annual leave shall only be done at the first payday of each November. Employees shall submit their request for sellback by October 1st of each year.

Exchange privileges apply only to accrued annual leave and/or bonus leave.

ARTICLE 19 - SENIORITY

19.1 Definition. Seniority shall be defined as follows:

- Last date of hire with the Department upon completion of probation (department seniority);
- Last date of placement in classification upon completion of probation (classification seniority);
- Last date of placement in a classification or career path (whenever an employee reduces to the previous held class in the same career path - also classification seniority).

(See attached exhibit for Career Path designations.)

Seniority will be lost whenever an employee:

- Quits or resigns;
- Is discharged for cause;
- Is laid off and not recalled within three (3) years

Examples (Not intended to be all inclusive)

SITUATION	SENIORITY STATUS
Newly hired	Time in classification
Promoted	Time in new classification
Reinstatement to previously held classification while on probation	Time in both classifications
Reduction to previously held classification not part of a career path, if off probation	Retain seniority accrued in previously held classification.
Reduction to previously held classification part of a career path (as designated herein) if off probation	Retain seniority in the classification previously held to include time spent in the classification in the career path position.
Reduction to a classification never held before	Time in new classification only
Promote and complete probation in new classification, reduce to another classification, promote back to previously held classification	No bridging of time. Time in promoted classification starts a new.

19.2 Application. In the selection of days off and vacation leave preference, competition will be within job classification and first choice shall be given to the employee with the greatest amount of time within his/her job classification (classification seniority). Second choice will be given to the employee having the next greatest amount of time in the classification. Seniority for days off may only be applied when vacancies occur or as specified below in the annual shift and RDO bidding process.

- Annual Shift and RDO Bidding: In areas of the Department where this occurs, the bureau or section shall develop and post a procedure that informs/notifies employees of the parameters for the bid process at least two (2) weeks prior to the start of the bid. Shift and RDOs will be bid together. The bidding process will be based on seniority. The procedure will include the bidding process, bidding dates and the effective date.

Vacancies during the bid year will be filled as determined by the Bureau Commander.

The Department will retain the right to develop the shift and days off that will be available for bid and may adjust employee schedules (shifts and days off) to meet operational needs.

Probationary employees may be included in the bid processes or assigned as determined by the Bureau Commander.

- Vacation Bid: In areas of the Department where vacation bidding occurs, the bureau or section shall develop a procedure that informs employees of the parameters for the bid process and posts two (2) weeks prior to the bid process. All employees shall be afforded the opportunity to bid for enough blocks of time to ensure they will not lose time at the end of the year. It shall be the employee's responsibility to inform the supervisor if the bid does not afford the opportunity to utilize accrued leave without loss of time.

19.3 Ranking.

Open Competitive/Promotional. If there are two or more employees hired or promoted on the same date, test scores obtained at the time of hiring/promotion to the classification will be the decided factor, with the highest score being most senior, the next highest score being the next most senior, and so on. In the event eligibility lists are combined, i.e., end of previous list and top of new list, the employee on the oldest eligibility list will have seniority.

Annotation: 2012 – Clarification was added for determining seniority when combining eligibility lists.

19.4 Transfer. Transfer between Departmental organizational units shall not affect seniority. Time in a Departmental organizational unit is not a factor in determining seniority.

19.5 Breaks in Seniority. Seniority shall not be broken by paid leaves, which include: annual leave, sick leave, maternity/paternity leave, military leave, or miscellaneous leaves. Seniority shall also not be broken by any single incident of leave without pay of less than 160 work hours.

19.6 Seniority List. A seniority list will be maintained by the Payroll section and available on the LVMPD Intranet. A copy of the list will be provided if requested by the employee.

19.7 Forfeiture. When an employee leaves employment with the Department all previously attained seniority shall be forfeited, except as provided in Article 11 – Reduction in Force Procedure.

ARTICLE 20 - HOURS

20.1 Work Week. The official work week shall begin on each Saturday at Midnight and shall end at 2359 hours on the following Friday.

To effect modified schedules the Association has been granted the overtime exemption under Section 7 (b) of the Fair Labor Standards Act of 1938.

Employees scheduled to work during the Daylight Savings time changes will have the option to shift adjust to ensure a full shift is worked, or complete a leave slip for one hour of either compensatory time, vacation leave, or bonus leave to accommodate the short day. For the extended day, employees are required to either shift adjust, or complete an overtime slip after working the extra hour.

20.2 Breaks/Meals. The normal paid work day will include two (2) ten minute rest breaks and a one (1) hour meal period. The meal break will normally be taken during the middle one-half of the employee's shift. Rest periods will normally be taken near the middle of the first and last half of the employee's shift. The employee must work at least one-half of their scheduled shift in order to be entitled to a paid lunch break. In the event an employee is required to work more than 3½ hours beyond their regular schedule, the employee will be entitled to an additional rest break. The timing of meal and rest breaks are to be flexibly arranged by the immediate supervisors. Meal breaks and rest breaks shall not normally be combined unless the work situation requires a different practice.

20.3 Days Off. Regular days off (RDO) will be scheduled consecutively. In the event employees are working a nine (9) hour alternate schedule, regular days off may not be consecutive. Nevertheless, employees shall receive at least two (2) consecutive days off. However, rescheduling of work days, shifts, or assignment changes may cause temporary deviation to the RDO.

20.4 Scheduling Notice. Bureau Commanders will give employees 14 days advance written notice of any change in their RDO.

In the event the Department changes an employee's RDO, an employee cannot be required to use vacation time to avoid the payment of overtime. If an employee's RDO are changed while on vacation, the change will not become effective until after the previously scheduled return to duty date, emergency situations excluded.

20.5 Overtime. All employees required to work longer than their normal daily working hours shall be paid overtime on a time and one-half (1 ½) hourly rated basis, including longevity, training, assignment differential, and shift differential pay.

20.6 Compensatory Time. Overtime (excluding callback and reimbursable overtime) may be paid in the form of compensatory time off. For mandatory overtime, employees will have the option of choosing, for each incident, whether overtime hours worked will be paid or accumulated as compensatory time. Once the comp time or overtime slip is completed, it cannot be modified, except under the following circumstances:

- Death of the employee (in this event, payment will be made to the beneficiary); or
- Involuntary separation of the employee.

Voluntary overtime opportunities will be compensated as offered by the Department, but in no event will compensatory time accumulation exceed 48 hours. The Department will not limit the number of hours an employee can accumulate up to the maximum of 48.

Compensatory time will be accumulated at the rate of one and one-half (1½) times the hours worked and will not accumulate beyond 48 hours. Compensatory time can only be requested in no less than 1/4 hour increments.

The use of compensatory time off will be allowed on the basis of operational requirements and necessity however, compensatory time cannot be taken during the same pay period as it is received (due to restrictions in the County payroll system). The hours available will be printed on each pay stub and only those hours can be taken until receipt of the next pay stub with hours indicated.

In the event an employee is denied the use of comp time and such denial is not consistent with provisions of the FLSA, the employee may demand payment of any of their accrued comp time bank. Such demand shall be submitted in the form of a memorandum to the employee's supervisor who will forward to Payroll for processing.

Accumulated compensatory time must be utilized prior to separation from the Department. In the event an employee cannot be scheduled this time off prior to separation, the employee will be paid for accumulated comp time remaining on the books.

To request compensatory time in lieu of overtime, complete the Compensatory Time Request, LVMPD 305 (available as a template and hard copy). To request usage of accumulated compensatory time, complete a Leave Application and indicate "Compensatory Time" under Type of Leave. (Note: If using a Leave Application form that has not been revised to include Compensatory Time, cross out one of the other leave type categories and write in "Comp Time".)

The use of this procedure does not preclude a supervisor and an employee from mutually agreeing to a shift adjustment to accommodate activities during a work week. A shift adjustment must be made during the same work week and does not require completion of a leave slip or other documentation, unless the use of overtime/comp time is done in conjunction with the shift adjustment.

ARTICLE 21 - MEDICAL BENEFITS

21.1 Medical Insurance Contributions. The Department and the Association agree that the Department will contribute a composite rate per employee annually for the employees' hospitalization and health insurance plan. Beginning July 1, 2013 the composite rate will be $7,865.06, which represents a $250.00 annual increase for fiscal year 2013-2014. Beginning July 1, 2014, the composite rate will be $8,115.06, which represents an additional $250.00 annual increase for fiscal year 2014-2015.

21.2 Payroll Deduction. The Association is the sole administrator/designee for the LVPPACE medical plan and such medical plan deductions designated by the participants covered by this collective bargaining agreement. For employees designating single or dependent coverage in excess of that provided in 21.1 Contributions, the Department agrees to remit those amounts to LVPPACE within one (1) week of deduction.

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

21.4 Plan Designation. As of July 31, 2004, it is agreed the LVPPACE medical plan is the exclusive plan for all civilian employees covered by the collective bargaining agreement and those that were previously enrolled in the plan as of July 31, 2004.

Annotation: This section was added in 2007 to make clear all current and new employees enrolled in the LVPPACE medical plan will remain in the plan designated by the Association. The Association may opt to petition for inclusion into the Trust Insurance Program.

ARTICLE 22 - COMPENSATION

22.1 Wages. The Department and the Association agree that the employees represented by the Association as identified in Article 2, Exhibit A, shall receive a .75% cost of living salary increase on July 1, 2013 and a .75% cost of living increase on January 1, 2014, and a 1.5% cost of living increase on July 1, 2014. These increases will be added to each salary range in the salary schedule (Exhibit B-Salary Ranges).

The Department will continue to pay 100% of the cost of the retirement contributions for the State of Nevada Public Employees Retirement System and shall comply with all the provisions of N.R.S. 286.421 for the purpose of paying the employees' retirement contribution, but will not pay for the purchase of eligible prior service. Additionally, any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one-half (½) of the decrease. Any such increase

in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective.

Employees who are assigned to positions which are classified as civilian shall receive the applicable Civilian Classification pay and benefits of this contract only. Those employees who, by special dispensation, receive early retirement, but are filling a civilian position, shall be paid in accordance with the applicable Civilian Classification pay schedule, but will remain on early retirement.

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

Annotation: In 1999 the Association elected to modify its wage increase in the first two years of the agreement in order to restructure the salary schedule. As a result of the addition of a new Step 1, the parties agreed there would be no affect on employees that have responded to job announcements that are posted prior to ratification of this agreement and approval by the Fiscal Affairs Committee.

22.2 Overtime Pay. Overtime pay is defined as additional compensation earned by an employee who is held over on a regularly scheduled tour of duty, or is requested to return to duty at a time that is more than 12 hours after the additional work notice is given. An employee required to work beyond those hours normally scheduled in a tour of duty, shall be compensated for each such hour worked at a rate of one and one-half (1 ½) hours pay, including longevity. This shall be known as the premium rate for purposes of this Agreement.

Approval - All overtime must be approved by the employee's immediate on-duty supervisor.

Payment - Overtime pay will be added to the payroll for the period during which work is performed or the period following.

Pyramiding - Overtime pay shall not be paid more than once for the same hours worked.

Annotations: In 1997, the parties eliminated unnecessary language and added a provision for notice of change of days off when practical. It is the department's intent to provide notice to minimize the inconvenience to the employee. It is also understood there will be times when such notice is not practical and cannot be given.

22.3 Call Back Pay. Call back pay is defined as compensation earned for returning to duty after an employee has completed his/her regular tour of duty, is off duty for any period of time, and is requested to return to duty with less than 12 hours notice. When an employee is called back to work, the employee shall be paid at the overtime premium rate of time and one-half (1 ½). The employee shall be paid overtime at the premium rate for the actual number of hours worked or for four (4) hours at the premium rate, whichever is greater. In the event the period of call out runs into the employee's normal tour of duty, the employee will be paid overtime at the premium rate only for the time actually worked in addition to the normal tour of duty.

22.4 Court Pay.

On-Duty - Eligible members subpoenaed to appear on-duty as a witness to any court proceeding connected with official duties shall receive their regular pay providing that all witness fees or pay are returned to the Department. Employees shall report to work when excused if their shift has not ended.

Off-Duty - Eligible members required to appear off-duty in any court as a witness for job-related reasons shall be paid for all hours while off-duty and no additional compensation once the employee begins his/her regular duty schedule. If the eligible member's entire appearance is made while off duty, he/she shall be paid with a minimum of two (2) hours overtime. If the eligible member's appearance commences while off-duty, but

continues into his/her regular duty hours, he/she shall be paid either the actual overtime worked or the $25 witness fee, whichever is greater. In either event, the eligible member shall also receive an hour at the premium rate for duces tecum subpoenas. All witness fees shall be returned to the Department.

*22.5 **Holiday Pay.*** If an employee is required to work on a holiday, compensation shall be made as stipulated in Article 18 of this Agreement.

*22.6 **On-Call Pay.*** On-call duty is defined as the time that an employee is assigned to specific hours outside their normal tour of duty. During this time, the employee must be available by telephone, beeper, or other electronic device. They may also be required to immediately return to duty or perform work related services without leaving their residence or point of contact.

The Bureau Commander establishes and assigns on-call employees.

Compensation for on-call services is:

- Call-back pay if the employee returns to the work place or responds to a crime scene.

- Regular overtime, in 15 minute increments, (increments do not need to be consecutive minutes, can be the total of time for those situations where several calls are made back and forth) if the employee does not respond, but handles the matter over the phone. Eligible time worked must be for a specific calendar day and incident.

*22.7 **Retirement.*** The Department will pay the employees' portion of the retirement contribution, as required by NRS 286. The Department shall not make payment for past services.

*22.8 **Longevity.*** Longevity pay for employees shall be paid on the following basis:

- Upon completion of five (5) consecutive years of employment, covered employees shall be paid the equivalent of an additional two and one-half (2 ½) percent of their bi-weekly base salary, less any suspended longevity increases.

- For each continuing year of consecutive service thereafter, each employee shall receive an additional one-half (½) of one (1) percent increase of the base salary until a maximum of 15 percent has been reached; and

- Longevity pay shall become effective on the hiring anniversary date of the employee.

- Employees hired after July 28, 2003, upon completion of ten (10) consecutive years of employment will be compensated five percent (5%) of their bi-weekly base salary on their ten (10) year anniversary less any suspended longevity increases and will continue to receive longevity increases as specified in second paragraph above.

Employees hired on or after July 1, 2011 will not be eligible for compensation under this section.

The suspensions of FY 2010-11, FY 2011-12 and FY 2012-13 does not prevent the Department and the Association from negotiating with regard to restoring theses suspended years in future collective bargaining.

Annotation: Effective July 1, 2010, employees did not receive a longevity increase and the year of service gained in FY 2010/11 will not be cumulative for future longevity increases.

Effective July 1, 2011, employees did not receive a longevity increase and the year of service gained in FY 2011/12 will not be cumulative for future longevity increases. As a result of the above suspension of longevity for one year, employees hired after July 28, 2003, will be compensated 4% versus 5% as set out in the 4th bullet point above.

Effective July 1, 2012, employees did not receive a longevity increase and the year of service gained in FY 2012/13 will not be cumulative for future longevity increases. As a result of the above suspensions of longevity, employees hired after July 28, 2003, will be compensated 3.5% versus 5% as set out in the 4th bullet point above.

22.9 Acting Pay. Employees temporarily assigned and approved by the Bureau commander assuming the daily responsibilities of an authorized position of a higher salary grade for an entire shift(s) shall be paid at a rate equal to one step higher than the employee's current salary or the minimum rate for the classification in which the employee is acting, whichever is higher. The Bureau Commander will immediately notify Personnel in writing of the employees temporarily assigned those responsibilities.

Employees in a class series shall only be authorized to be temporarily assigned to an acting position that is the immediate classification above their current classification, unless the number of personnel in the unit or bureau restricts this ability and it is mutually agreed to by the Association.

22.10 Shift Differential. Shift differential is defined as the amount of compensation authorized to be paid to an employee above their regular straight time hourly rate of pay for working a regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 5:00 A.M., or ends no later than 8:00 P.M. Any regularly scheduled shift that begins or ends outside the 5:00 A.M. or 8:00 P.M. time period shall be eligible for shift differential pay. The amount of shift differential shall be computed at four percent (4%).

Eligibility for shift differential pay will be determined on a shift by shift basis.

Effective July 1, 2008, employees that have completed their initial probation and work a shift where their hours of work fully encompass the hours of midnight to 5:00 a.m. will receive an additional 2% differential. Employees that are promoted and are on probation will receive this differential.

Annotation: This section was changed in 2007 to encourage more senior employees to work graveyard.

22.11 Training Pay. Trainers meeting the established criteria set out below will be paid training pay as indicated for the duration of their training assignment and while assigned a trainee:

- Police Records 8%
- Detention Records 8%
- Fingerprint 8%
- Communications 8%
- Evidence Vault 8%
- Crime Prevention 4%
- Sr. Detention Serv. Tech. 8%
- Sr. Crime Scene Analyst 8%
- Patrol Division 8%

In addition to the above, training program supervisors will receive 8% additional compensation when charged with managing trainers.

Training Criteria:

Trainer - Trainers are those employees who are temporarily responsible for providing comprehensive training to entry level probationary employees[1] (exception to this is Dispatch Specialist). The trainers' responsibilities include:

- Responsibilities which are over and above the responsibilities outlined in the Department job classification/specifications.
- An extensive, one-on-one training program;
- Documenting proficiencies and deficiencies of the employee being trained;
- Writing and presenting scheduled employee assessment documents as required by the training program.

The Department may create additional training positions during the life of this agreement as set out below:

- If a Bureau Commander/Director makes a request through the chain-of-command to establish a new training program, the recommendation for such a program must include a detailed description of the formalized training program being recommended and the responsibilities to be assumed by the trainer. The recommendation must also identify the trainer responsibility that are over and above the responsibilities currently outlined in the Departmental job classification specification for that position.
- In the event the program is approved, the Department will meet with the Association to discuss the level of compensation for employees assigned to the trainer position.

Annotation: The training section was changed in 2003, to limit the areas approved for training pay and entry level positions. As used herein, entry level shall be defined as any position that is filled through an open-competitive selection process and is assigned to an area specified above

22.12 Spanish Pay. Employees who translate and/or speak Spanish as a second language and who meet the criteria set forth in this section will receive additional compensation. The compensation level for these employees will be $46.00 per pay period for speaking conversational Spanish and $92.00 per pay period for the ability to translate the written and spoken word. Proficiency exams will be administered by the Office of Human Resources as needed.

Such employees must pass a Department approved proficiency examination on conversational Spanish and/or translation to receive payment. In addition, the Bureau Commander will determine the need for these skills and the number of employees designated.

Annotation: This section was added in 2003 to include process and compensation for Spanish Pay. This compensation may not transfer or continue based on needs as determined by the Bureau Commander.

22.13 Education Incentive. Employees who hold the following degrees on July 1st of each fiscal year shall receive one of the following lump sum payments on the first payday in August:

- Any employee in the Unit who has received an Associate's Degree from an accredited college or university shall receive a sum of $250.00 per year in addition to his/her annual salary.

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[1] In 2009, the parties agreed that training pay would extend beyond the probationary period if when necessary to complete the 18 month training program established by Police Records.

- Any employee in the Unit possessing a Bachelor's Degree from an accredited college or university shall receive a sum of $500.00 per year in addition to his/her annual salary.

- Any employee in the Unit possessing a Master's Degree or higher from an accredited college or university shall receive a sum of $750.00 per year in addition to his/her annual salary.

Upon separation, education incentive is prorated and reimbursed to the Department for the portion of the year remaining. Employees who have leave without pay in excess of 160 hours will also have their education incentive prorated and reimbursed to the department.

Annotation: The term "accredited" shall mean any accrediting entity recognized by the Department of Education or the Council for Higher Education Accreditation.

ARTICLE 23 - GENERAL PROVISIONS

23.1 Non-Discrimination. The Department and the Association, and any other party bound by this Agreement, shall each apply the provision of this Agreement equally to all employees in the Association without discrimination as to race, color, religion, sex, age, physical or visual handicap, national origin, or because of political or personal reasons or affiliations.

23.2 Private Automobiles. Employees may use their private automobile in the performance of Department business upon notice to their supervisor and subsequent approval. Employees using their private vehicle shall be reimbursed at the standard mileage rate as set by the Internal Revenue Service by use of LVMPD 359. The Internal revenue Service rate will be multiplied by the actual miles traveled in the performance of Department business. The reimbursable amount will be rounded up to the nearest whole cent. No employee shall be entitled to receive mileage payments for reporting to work in a private automobile after the start of the employee's shift because of a court appearance or other Department related duties.

The parties agree employees cannot be required to use their personal vehicles while on-duty for department business if they choose not to.

Annotation: This section was changed in 2007 to more accurately reflect the practice when employees use their private automobiles.

23.3 Uniforms. The Department will provide Department uniforms to those employees required to wear a uniform. Smocks, coveralls, or lab coats, or other protective garments, will be provided as determined by Departmental and industry standards. The Sheriff will determine those positions required to wear a uniform while at work. Such employee's uniforms will be provided, maintained, and cleaned by the Department. The responsibility for cleaning smocks will be borne by the employee.

Soft Body Armor - An equipment reimbursement program will allow Crime Scene Analysts (effective July 1, 2008), Cadets, and Patrol Service Representatives who wish to participate, an opportunity to purchase soft body armor. After purchase, the employee will be reimbursed up to $750. Under no circumstances are employees to charge this equipment to LVMPD. This is a personal purchase, not tax exempt, and is reimbursable on an after-the-purchase basis. This item is to be utilized while on duty and must meet the following guidelines.

Soft body armor has a minimum seven (7) year life cycle after purchase. The soft body armor must meet or exceed NIJ Standards of Threat, Level IIA. It is not mandatory to replace vests after seven (7) years.

23.4 Dress Code. Dress code requirements for civilian members, which differ from those established within the Department's Manual, will be put in writing and approved by the appropriate deputy chief.

*23.5 **Health & Safety.*** The Department will provide safe, healthy working conditions and appropriate safety equipment for all bargaining unit employees in accordance with applicable safety laws, OSHA guidelines and regulations, or appropriate industry standards.

The Department will provide first aid supplies as required to be in compliance with guidelines, regulations, or standards indicated above.

The Association President, or designee, will be a member of the Department's Health and Safety Control Board. Disputes arising from this Article shall be referred to the Labor-Management Committee. In the event utilization of the Labor-Management process fails to satisfy the concerns of the Association, the grievance procedure may be employed.

*23.6 **Flexible Spending Account.*** The Department is responsible for administering and maintaining a flexible spending account.

*23.7 **Random Drug Testing Program.*** The parties agreed to random drug testing for the following areas of assignment and classifications:

Crime Scene Investigation Section
Forensic Lab
Evidence Vault
Homeland Security Bureau
Organized Crime Bureau
Vice/Narcotics Bureau
Cadet & Patrol Service Representative Classifications
Helicopter Mechanic
Motorcycle Mechanic
Any civilian who carries a firearm on-duty.

The above listed assignments/classifications were selected due to safety concerns, the sensitive nature of the assignment, access to narcotics, and carrying of weapons. Inclusion of any other assignments or classifications is subject to negotiations between the parties and subject to ratification.

Parameters - Department Procedure 5/110.24 specifies the procedures for random drug testing. In addition to this procedure, the following parameters will apply under this contract:

- The random drug testing program shall only apply to illicit drugs.

- Covered employees will be randomly selected based on assignment/classification listed above and be required to provide a sample. Refusal to test will be treated as gross insubordination and subject the employee to termination. Any evidence of alteration of a sample will be treated as a positive and cause for termination.

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

Voluntary Identification. An employee may voluntarily identify himself/herself as an abuser of prescription drugs prior to being identified through other means if such use or abuse is the direct result of the prescription drugs being lawfully prescribed to and obtained by the employee. Such self-identification may occur through any person in the employee's chain-of-command or an Association representative. Under these circumstances the employee will participate in a mandatory rehabilitation program paid for by the employee and/or the appropriate health insurance carrier. The employee will also be subject to the conditions of a last-chance agreement which will include unannounced testing for a two (2) year period. Because a last-chance agreement is provided in lieu of a termination, no other discipline will be applied in conjunction with the last-chance

agreement. A last-chance agreement, as provided herein, will remain in an employee's personnel file for the duration of his/her employment or re-employment.

Voluntary identification of the use of illicit drugs will subject the employee to termination. The parties agree to a one-time 90-day window for voluntary identification. In the event an employee voluntarily comes forward within the first 90 days after the effective date of this contract, the employee will participate in a mandatory rehabilitation program, the cost of which will be borne by the employee and/or health insurance as appropriate, and will be subject to unscheduled testing for the life of his/her career with the LVMPD as provided in a last-chance agreement. Because the last-chance agreement is provided in lieu of a termination, no other discipline will be applied in conjunction with the agreement.

Failure to meet the provisions of a last-chance agreement will be cause for termination.

23.8 Labor Management Meetings. Upon request from either party, a meeting will be scheduled to discuss matters associated with the application and administration of this agreement or issues associated with the application of the Department manual.

23.9 Accident Prevention Bank. Effective July 1, 2012, employees required or authorized to drive a Department vehicle related to his/her job classification or performance of duties shall be rewarded for non-negligent and/or an accident-free department driving record. The reward will be the ability to accrue hours that will be banked for use in the event they receive a disciplinary suspension for a traffic accident.

Accrual and Use of Hours - Hours will only be accrued on a non-negligent and/or an accident-free basis and will be credited at the end of a two (2) year eligibility period. This eligibility period is established based on an employee's date of hire into a classification that requires or authorizes his/her use of a Department vehicle in the course of duty. All hours will be recalculated based on this formula.

Based on the above parameters, employees will accrue 20 hours of bank time per two (2) year period. The maximum accrual will be capped at 40 hours.

These hours may be used at the employee's option for disciplinary suspensions applied for traffic accidents and will not be used for any other purpose and may not be cashed out if not used. This benefit will have no effect on decisions made by the Accident Review Board; however, the Accident Review Board will be responsible for determining and maintaining a record of the amount of hours an employee has in his/her bank based on the formula set out above.

Annotation: This article added for employees required/authorized to drive Department vehicles in the course of his/her duties and parity with the PPA contract.

ARTICLE 24 - SAVINGS CLAUSE

If any provision of this document or any application of the document to any person or persons shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. If there is any change in the law that would invalidate or supplement any provision of this Agreement, the parties will meet to negotiate any change in the agreement relative to affected provisions only.

ARTICLE 25 - TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 2013 except as otherwise set out in the agreement or as directed by the interest arbitration process and shall run in full force and effect through June 30, 2015. This agreement shall remain in full force and effect during negotiations for a successor agreement with the exception of any compensation other than regular rate of pay, which is base pay, step increases, longevity, shift differential and training pay. Any retroactivity agreed upon in this agreement shall only apply to employees employed at the time the agreement is approved by Fiscal Affairs Committee.

EXECUTION OF AGREEMENT

This agreement is entered into on this, the 16th day of December 2013, by the Las Vegas Metropolitan Police Department and the Las Vegas Police Protective Association, Civilian Employees, Inc.

FOR THE ASSOCIATION

Terri Yada
President

FOR THE ASSOCIATION

Melissa Johanning
Vice President, Chairperson

FOR THE DEPARTMENT

Douglas C. Gillespie
Sheriff

FOR THE FISCAL AFFAIRS COMMITTEE

Jim Hammer
Chairman

CAREER PATHS*

Accounting
Accounting Technician I
Accounting Technician II
Accounting Specialist
Accounting Supervisor

Communications
Dispatch Specialist Trainee
Dispatch Specialist I
Dispatch Specialist II
Communications Supervisor

Detention Technician Services
Detention Services Technician
Sr. Detention Service Technician
Detention Service Technician Supervisor

PBX
PBX Operator
PBX Supervisor

LEST
Law Enforcement Support Technician
Sr. Law Enforcement Support Technician
Law Enforcement Support Technician Supervisor
Records Manager

Crime Scene Analyst
Crime Scene Analyst I/II
Sr. Crime Scene Analyst
Crime Scene Analyst Supervisor

Forensic Multi-Media
Forensic Multi Media Analyst I
Forensic Multi Media Analyst II
Sr. Multi Media Analyst
Forensic Multi Media Analyst Supervisor

Supply
Supply Clerk
Supply Technician
Supply Specialist
Supply Supervisor

Abuse Neglect
Abuse Neglect Specialist
Abuse Neglect Supervisor

Database Analyst
Database Analyst I
Database Analyst II

IT Customer Support
IT Customer Support Specialist I/II
Sr. IT Customer Support Specialist
IT Supervisor

Network Systems Analyst
Network Systems Analyst I/II
Sr. Network Systems Analyst

Programmer Analyst
Programmer Analyst I/II
Sr. Programmer Analyst

Electronic Maintenance
Electronic Maintenance Tech I
Electronic Maintenance Tech II
Electronic Maintenance Supervisor

Victim Advocate
Victim Advocate
Victim Advocate Supervisor

CAREER PATHS*

Helicopter/Aircraft
Helicopter/Aircraft Mechanic
Aircraft Maintenance Supervisor

Fleet Services
Fleet Services Technician
Fleet Operations Supervisor

Photo Technician
Photo Technician I
Photo Technician II
Sr. Photo Technician
Photo Technician Supervisor

Interpreter
Interpreter
Supervising Interpreter
Interpretation Services Coordinator

Laundry
Laundry Coordinator
Sr. Laundry Coordinator
Laundry Supervisor

Forensic Scientist
Forensic Scientist Trainee
Forensic Scientist I
Forensic Scientist II
DNA Technical Lead
Forensic Lab Manager

*Not intended to be all inclusive.

Eff. 7/1/13 .75 COLA

PPACE
Effective 07/01/13-07/19/13 (After .75% COLA)

Sch	Hourly Rate Step 1	Hourly Rate Step 2	Hourly Rate Step 3	Hourly Rate Step 4	Hourly Rate Step 5	Hourly Rate Step 6	Hourly Rate Step 7	Hourly Rate Step 8	Hourly Rate Step 9	Hourly Rate Step 10	Hourly Rate Step 11	Monthly Salary
N19	15.27	15.88	16.51	17.18	17.86	18.58	19.32	20.10	20.91	21.74	22.62	2,646.80 to 3,920.80
N20	15.65	16.28	16.93	17.60	18.31	19.05	19.81	20.60	21.43	22.29	23.17	2,712.67 to 4,016.13
N21	16.04	16.67	17.34	18.04	18.76	19.51	20.28	21.09	21.93	22.81	23.73	2,780.27 to 4,113.20
N22	16.43	17.10	17.78	18.49	19.22	19.99	20.79	21.62	22.49	23.38	24.32	2,847.87 to 4,215.47
N23	16.85	17.52	18.22	18.95	19.71	20.49	21.31	22.17	23.05	23.98	24.94	2,920.67 to 4,322.93
N24	17.27	17.95	18.67	19.41	20.19	21.00	21.83	22.71	23.62	24.56	25.55	2,993.47 to 4,428.67
N25	17.69	18.40	19.13	19.91	20.70	21.53	22.39	23.28	24.21	25.18	26.17	3,066.27 to 4,536.13
N26	18.14	18.86	19.62	20.40	21.22	22.06	22.95	23.87	24.82	25.82	26.86	3,144.27 to 4,655.73
N27	18.59	19.33	20.11	20.92	21.75	22.63	23.53	24.46	25.44	26.46	27.51	3,222.27 to 4,768.40
N28	19.06	19.83	20.62	21.45	22.31	23.20	24.13	25.10	26.10	27.14	28.23	3,303.73 to 4,893.20
N29	19.54	20.31	21.13	21.97	22.85	23.77	24.71	25.70	26.73	27.80	28.91	3,386.93 to 5,011.07
N30	20.02	20.83	21.66	22.53	23.42	24.36	25.33	26.35	27.40	28.50	29.64	3,470.13 to 5,137.60
N31	20.52	21.34	22.20	23.08	24.01	24.97	25.96	27.00	28.07	29.20	30.37	3,556.80 to 5,264.13
N32	21.04	21.87	22.75	23.66	24.60	25.59	26.62	27.69	28.79	29.94	31.14	3,646.93 to 5,397.60
N33	21.57	22.44	23.33	24.27	25.24	26.24	27.28	28.38	29.52	30.70	31.93	3,738.80 to 5,534.53
N34	22.10	22.99	23.91	24.87	25.86	26.90	27.97	29.09	30.26	31.46	32.71	3,830.67 to 5,669.73
N35	22.65	23.56	24.50	25.48	26.50	27.56	28.66	29.80	31.00	32.24	33.52	3,926.00 to 5,810.13
N36	23.22	24.15	25.12	26.12	27.16	28.25	29.38	30.56	31.78	33.06	34.38	4,024.80 to 5,959.20
N37	23.80	24.75	25.74	26.77	27.84	28.95	30.10	31.31	32.56	33.87	35.22	4,125.33 to 6,104.80
N38	24.39	25.37	26.39	27.44	28.54	29.69	30.87	32.11	33.39	34.73	36.11	4,227.60 to 6,259.07
N39	25.01	26.00	27.04	28.12	29.25	30.42	31.63	32.89	34.20	35.57	37.00	4,335.07 to 6,413.33
N40	25.63	26.66	27.73	28.82	29.98	31.18	32.42	33.72	35.06	36.47	37.92	4,442.53 to 6,572.80
N41	26.27	27.31	28.41	29.55	30.73	31.96	33.24	34.56	35.94	37.38	38.87	4,553.47 to 6,737.47
N42	26.93	28.00	29.12	30.29	31.49	32.75	34.07	35.43	36.84	38.33	39.86	4,667.87 to 6,909.07
N43	27.61	28.71	29.85	31.05	32.30	33.59	34.94	36.33	37.78	39.30	40.87	4,785.73 to 7,084.13
N44	28.29	29.43	30.60	31.83	33.11	34.43	35.81	37.24	38.73	40.29	41.90	4,903.60 to 7,262.67
N45	29.00	30.15	31.36	32.61	33.92	35.27	36.69	38.15	39.68	41.26	42.92	5,026.67 to 7,439.47
N46	29.72	30.91	32.15	33.43	34.77	36.16	37.61	39.11	40.67	42.29	43.99	5,151.47 to 7,624.93
N47	30.48	31.69	32.96	34.27	35.65	37.07	38.56	40.10	41.70	43.36	45.10	5,283.20 to 7,817.33
N48	31.23	32.47	33.77	35.12	36.53	37.99	39.51	41.11	42.75	44.46	46.24	5,413.20 to 8,014.93
N49	32.01	33.29	34.63	36.01	37.46	38.95	40.50	42.12	43.82	45.57	47.39	5,548.40 to 8,214.27
N50	32.80	34.12	35.48	36.89	38.38	39.91	41.50	43.16	44.88	46.68	48.54	5,685.33 to 8,413.60
N51	33.62	34.97	36.36	37.81	39.33	40.90	42.54	44.24	46.01	47.86	49.77	5,827.47 to 8,626.80
N52	34.46	35.84	37.27	38.76	40.32	41.93	43.60	45.35	47.16	49.05	51.00	5,973.07 to 8,840.00

Ref: 7/20/13 - 1 % PERS Decrease

PPACE
Effective 07/20/13-12/31/13 (PERS 1 % Decrease)

Sch	Hourly Rate Step 1	Hourly Rate Step 2	Hourly Rate Step 3	Hourly Rate Step 4	Hourly Rate Step 5	Hourly Rate Step 6	Hourly Rate Step 7	Hourly Rate Step 8	Hourly Rate Step 9	Hourly Rate Step 10	Hourly Rate Step 11	Monthly Salary
N19	15.12	15.72	16.35	17.01	17.69	18.39	19.13	19.90	20.70	21.53	22.39	2,620.80 to 3,880.93
N20	15.49	16.12	16.76	17.43	18.13	18.86	19.61	20.40	21.22	22.07	22.94	2,684.93 to 3,976.27
N21	15.88	16.51	17.17	17.87	18.57	19.31	20.08	20.88	21.72	22.58	23.49	2,752.53 to 4,071.60
N22	16.27	16.93	17.61	18.30	19.03	19.79	20.59	21.41	22.26	23.15	24.08	2,820.13 to 4,173.87
N23	16.68	17.35	18.04	18.76	19.51	20.29	21.10	21.95	22.82	23.74	24.69	2,891.20 to 4,279.60
N24	17.10	17.78	18.48	19.22	19.99	20.79	21.62	22.48	23.38	24.32	25.30	2,964.00 to 4,385.33
N25	17.52	18.21	18.94	19.71	20.50	21.32	22.17	23.05	23.97	24.93	25.92	3,036.80 to 4,492.80
N26	17.96	18.67	19.42	20.20	21.01	21.85	22.72	23.63	24.58	25.57	26.59	3,113.07 to 4,608.93
N27	18.40	19.14	19.91	20.71	21.54	22.40	23.29	24.22	25.19	26.20	27.24	3,189.33 to 4,721.60
N28	18.87	19.63	20.42	21.24	22.09	22.97	23.89	24.85	25.85	26.87	27.95	3,270.80 to 4,844.67
N29	19.34	20.11	20.92	21.76	22.62	23.53	24.47	25.45	26.46	27.52	28.62	3,352.27 to 4,960.80
N30	19.82	20.62	21.45	22.30	23.19	24.12	25.08	26.09	27.13	28.22	29.35	3,435.47 to 5,087.33
N31	20.32	21.13	21.98	22.85	23.77	24.72	25.71	26.73	27.79	28.91	30.07	3,522.13 to 5,212.13
N32	20.83	21.66	22.52	23.42	24.36	25.34	26.35	27.41	28.51	29.65	30.83	3,610.53 to 5,343.87
N33	21.36	22.21	23.10	24.03	24.99	25.98	27.01	28.10	29.23	30.39	31.61	3,702.40 to 5,479.07
N34	21.89	22.76	23.67	24.62	25.61	26.63	27.69	28.80	29.96	31.15	32.39	3,794.27 to 5,614.27
N35	22.42	23.32	24.26	25.23	26.23	27.28	28.38	29.51	30.69	31.92	33.19	3,886.13 to 5,752.93
N36	22.99	23.91	24.87	25.87	26.89	27.97	29.09	30.25	31.46	32.73	34.04	3,984.93 to 5,900.27
N37	23.56	24.51	25.49	26.50	27.56	28.66	29.81	31.00	32.24	33.54	34.87	4,083.73 to 6,044.13
N38	24.15	25.12	26.13	27.17	28.26	29.40	30.56	31.79	33.06	34.38	35.75	4,186.00 to 6,196.67
N39	24.76	25.75	26.77	27.84	28.96	30.12	31.31	32.57	33.87	35.22	36.63	4,291.73 to 6,349.20
N40	25.38	26.39	27.45	28.54	29.69	30.87	32.10	33.39	34.71	36.11	37.55	4,399.20 to 6,508.67
N41	26.01	27.04	28.13	29.26	30.42	31.64	32.91	34.22	35.58	37.01	38.48	4,508.40 to 6,669.87
N42	26.66	27.72	28.83	29.99	31.18	32.43	33.74	35.08	36.48	37.95	39.46	4,621.07 to 6,839.73
N43	27.33	28.43	29.56	30.74	31.98	33.26	34.59	35.97	37.41	38.91	40.47	4,737.20 to 7,014.80
N44	28.01	29.14	30.29	31.51	32.78	34.09	35.45	36.87	38.34	39.89	41.49	4,855.07 to 7,191.60
N45	28.71	29.86	31.05	32.29	33.59	34.92	36.33	37.78	39.28	40.85	42.49	4,976.40 to 7,364.93
N46	29.43	30.60	31.83	33.10	34.42	35.80	37.24	38.72	40.27	41.88	43.55	5,101.20 to 7,548.67
N47	30.18	31.37	32.63	33.93	35.29	36.70	38.18	39.70	41.29	42.93	44.65	5,231.20 to 7,739.33
N48	30.92	32.15	33.44	34.77	36.17	37.62	39.12	40.70	42.33	44.02	45.79	5,359.47 to 7,936.93
N49	31.69	32.96	34.28	35.65	37.09	38.56	40.10	41.71	43.38	45.12	46.92	5,492.93 to 8,132.80
N50	32.48	33.79	35.13	36.53	38.00	39.51	41.09	42.73	44.44	46.22	48.06	5,629.87 to 8,330.40
N51	33.29	34.62	36.00	37.44	38.94	40.50	42.12	43.80	45.56	47.38	49.28	5,770.27 to 8,541.87
N52	34.12	35.48	36.90	38.37	39.92	41.52	43.17	44.90	46.69	48.56	50.49	5,914.13 to 8,751.60

Eff 1/1/14 .75% COLA

PPACE
Effective 01/01/14-06/30/14 (.75% COLA)

Sch	Hourly Rate Step 1	Hourly Rate Step 2	Hourly Rate Step 3	Hourly Rate Step 4	Hourly Rate Step 5	Hourly Rate Step 6	Hourly Rate Step 7	Hourly Rate Step 8	Hourly Rate Step 9	Hourly Rate Step 10	Hourly Rate Step 11	Monthly Salary
N19	15.23	15.84	16.47	17.14	17.82	18.53	19.27	20.05	20.86	21.69	22.56	2,639.87 to 3,910.40
N20	15.61	16.24	16.89	17.56	18.27	19.00	19.76	20.55	21.38	22.24	23.11	2,705.73 to 4,005.73
N21	16.00	16.63	17.30	18.00	18.71	19.45	20.23	21.04	21.88	22.75	23.67	2,773.33 to 4,102.80
N22	16.39	17.06	17.74	18.44	19.17	19.94	20.74	21.57	22.43	23.32	24.26	2,840.93 to 4,205.07
N23	16.81	17.48	18.18	18.90	19.66	20.44	21.26	22.11	22.99	23.92	24.88	2,913.73 to 4,312.53
N24	17.23	17.91	18.62	19.36	20.14	20.95	21.78	22.65	23.56	24.50	25.49	2,986.53 to 4,418.27
N25	17.65	18.35	19.08	19.86	20.65	21.48	22.34	23.22	24.15	25.12	26.11	3,059.33 to 4,525.73
N26	18.09	18.81	19.57	20.35	21.17	22.01	22.89	23.81	24.76	25.76	26.79	3,135.60 to 4,643.60
N27	18.54	19.28	20.06	20.87	21.70	22.57	23.46	24.40	25.38	26.40	27.44	3,213.60 to 4,756.27
N28	19.01	19.78	20.57	21.40	22.26	23.14	24.07	25.04	26.04	27.07	28.16	3,295.07 to 4,881.07
N29	19.49	20.26	21.08	21.92	22.79	23.71	24.65	25.64	26.66	27.73	28.83	3,378.27 to 4,997.20
N30	19.97	20.77	21.61	22.47	23.36	24.30	25.27	26.29	27.33	28.43	29.57	3,461.47 to 5,125.47
N31	20.47	21.29	22.14	23.02	23.95	24.91	25.90	26.93	28.00	29.13	30.30	3,548.13 to 5,252.00
N32	20.99	21.82	22.69	23.60	24.54	25.53	26.55	27.62	28.72	29.87	31.06	3,638.27 to 5,383.73
N33	21.52	22.38	23.27	24.21	25.18	26.17	27.21	28.31	29.45	30.62	31.85	3,730.13 to 5,520.67
N34	22.05	22.93	23.85	24.80	25.80	26.83	27.90	29.02	30.18	31.38	32.63	3,822.00 to 5,655.87
N35	22.59	23.49	24.44	25.42	26.43	27.48	28.59	29.73	30.92	32.16	33.44	3,915.60 to 5,796.27
N36	23.16	24.09	25.06	26.06	27.09	28.18	29.31	30.48	31.70	32.98	34.30	4,014.40 to 5,945.33
N37	23.74	24.69	25.68	26.70	27.77	28.87	30.03	31.23	32.48	33.79	35.13	4,114.93 to 6,089.20
N38	24.33	25.31	26.33	27.37	28.47	29.62	30.79	32.03	33.31	34.64	36.02	4,217.20 to 6,243.47
N39	24.95	25.94	26.97	28.05	29.18	30.35	31.54	32.81	34.12	35.48	36.90	4,324.67 to 6,396.00
N40	25.57	26.59	27.66	28.75	29.91	31.10	32.34	33.64	34.97	36.38	37.83	4,432.13 to 6,557.20
N41	26.21	27.24	28.34	29.48	30.65	31.88	33.16	34.48	35.85	37.29	38.77	4,543.07 to 6,720.13
N42	26.86	27.93	29.05	30.21	31.41	32.67	33.99	35.34	36.75	38.23	39.76	4,655.73 to 6,891.73
N43	27.53	28.64	29.78	30.97	32.22	33.51	34.85	36.24	37.69	39.20	40.77	4,771.87 to 7,066.80
N44	28.22	29.36	30.52	31.75	33.03	34.35	35.72	37.15	38.63	40.19	41.80	4,891.47 to 7,245.33
N45	28.93	30.08	31.28	32.53	33.84	35.18	36.60	38.06	39.57	41.16	42.81	5,014.53 to 7,420.40
N46	29.65	30.83	32.07	33.35	34.68	36.07	37.52	39.01	40.57	42.19	43.88	5,139.33 to 7,605.87
N47	30.41	31.61	32.87	34.18	35.55	36.98	38.47	40.00	41.60	43.25	44.98	5,271.07 to 7,796.53
N48	31.15	32.39	33.69	35.03	36.44	37.90	39.41	41.01	42.65	44.35	46.13	5,399.33 to 7,995.87
N49	31.93	33.21	34.54	35.92	37.37	38.85	40.40	42.02	43.71	45.46	47.27	5,534.53 to 8,193.47
N50	32.72	34.04	35.39	36.80	38.29	39.81	41.40	43.05	44.77	46.57	48.42	5,671.47 to 8,392.80
N51	33.54	34.88	36.27	37.72	39.23	40.80	42.44	44.13	45.90	47.74	49.65	5,813.60 to 8,606.00
N52	34.38	35.75	37.18	38.66	40.22	41.83	43.49	45.24	47.04	48.92	50.87	5,959.20 to 8,817.47

PPACE 4% Pay Scale
Effective 07/01/14 (1.5% COLA)

Salary Grade	Hourly Rate Step 1	Hourly Rate Step 2	Hourly Rate Step 3	Hourly Rate Step 4	Hourly Rate Step 5	Hourly Rate Step 6	Hourly Rate Step 7	Hourly Rate Step 8	Hourly Rate Step 9	Hourly Rate Step 10	Hourly Rate Step 11	Monthly Salary
N15	15.46	16.08	16.72	17.40	18.09	18.81	19.56	20.35	21.17	22.02	22.90	2,679.73 to 3,969.33
N16	15.84	16.48	17.14	17.82	18.54	19.29	20.06	20.86	21.70	22.57	23.46	2,745.60 to 4,066.40
N17	16.24	16.88	17.56	18.27	18.99	19.74	20.53	21.36	22.21	23.09	24.03	2,814.93 to 4,165.20
N18	16.64	17.32	18.01	18.72	19.46	20.24	21.05	21.89	22.77	23.67	24.62	2,884.27 to 4,267.47
N19	17.06	17.74	18.45	19.18	19.95	20.75	21.58	22.44	23.33	24.28	25.25	2,957.07 to 4,376.67
N20	17.49	18.18	18.90	19.65	20.44	21.26	22.11	22.99	23.91	24.87	25.87	3,031.60 to 4,484.13
N21	17.91	18.63	19.37	20.16	20.96	21.80	22.68	23.57	24.51	25.50	26.50	3,104.40 to 4,593.33
N22	18.36	19.09	19.86	20.66	21.49	22.34	23.23	24.17	25.13	26.15	27.19	3,182.40 to 4,712.93
N23	18.82	19.57	20.36	21.18	22.03	22.91	23.81	24.77	25.76	26.80	27.85	3,262.13 to 4,827.33
N24	19.30	20.08	20.88	21.72	22.59	23.49	24.43	25.42	26.43	27.48	28.58	3,345.33 to 4,953.87
N25	19.78	20.56	21.40	22.25	23.13	24.07	25.02	26.02	27.06	28.15	29.26	3,428.53 to 5,071.73
N26	20.27	21.08	21.93	22.81	23.71	24.66	25.65	26.68	27.74	28.86	30.01	3,513.47 to 5,201.73
N27	20.78	21.61	22.47	23.37	24.31	25.28	26.29	27.33	28.42	29.57	30.75	3,601.87 to 5,330.00
N28	21.30	22.15	23.03	23.95	24.91	25.91	26.95	28.03	29.15	30.32	31.53	3,692.00 to 5,465.20
N29	21.84	22.72	23.62	24.57	25.56	26.56	27.62	28.73	29.89	31.08	32.33	3,785.60 to 5,603.87
N30	22.38	23.27	24.21	25.17	26.19	27.23	28.32	29.46	30.63	31.85	33.12	3,879.20 to 5,740.80
N31	22.93	23.84	24.81	25.80	26.83	27.89	29.02	30.18	31.38	32.64	33.94	3,974.53 to 5,882.93
N32	23.51	24.45	25.44	26.45	27.50	28.60	29.75	30.94	32.18	33.47	34.81	4,075.07 to 6,033.73
N33	24.10	25.06	26.07	27.10	28.19	29.30	30.48	31.70	32.97	34.30	35.66	4,177.33 to 6,181.07
N34	24.69	25.69	26.72	27.78	28.90	30.06	31.25	32.51	33.81	35.16	36.56	4,279.60 to 6,337.07
N35	25.32	26.33	27.37	28.47	29.62	30.81	32.01	33.30	34.63	36.01	37.45	4,388.80 to 6,491.33
N36	25.95	26.99	28.07	29.18	30.36	31.57	32.83	34.14	35.49	36.93	38.40	4,498.00 to 6,656.00
N37	26.60	27.65	28.77	29.92	31.11	32.36	33.66	35.00	36.39	37.85	39.35	4,610.67 to 6,820.67
N38	27.26	28.35	29.49	30.66	31.88	33.16	34.50	35.87	37.30	38.80	40.36	4,725.07 to 6,995.73
N39	27.94	29.07	30.23	31.43	32.70	34.01	35.37	36.78	38.26	39.79	41.38	4,842.93 to 7,172.53
N40	28.64	29.80	30.98	32.23	33.53	34.87	36.26	37.71	39.21	40.79	42.43	4,964.27 to 7,354.53
N41	29.36	30.53	31.75	33.02	34.35	35.71	37.15	38.63	40.16	41.78	43.45	5,089.07 to 7,531.33
N42	30.09	31.29	32.55	33.85	35.20	36.61	38.08	39.60	41.18	42.82	44.54	5,215.60 to 7,720.27
N43	30.87	32.08	33.36	34.69	36.08	37.53	39.05	40.60	42.22	43.90	45.65	5,350.80 to 7,912.67
N44	31.62	32.88	34.20	35.56	36.99	38.47	40.00	41.63	43.29	45.02	46.82	5,480.80 to 8,115.47
N45	32.41	33.71	35.06	36.46	37.93	39.43	41.01	42.65	44.37	46.14	47.98	5,617.73 to 8,316.53
N46	33.21	34.55	35.92	37.35	38.86	40.41	42.02	43.70	45.44	47.27	49.15	5,756.40 to 8,519.33
N47	34.04	35.40	36.81	38.29	39.82	41.41	43.08	44.79	46.59	48.46	50.39	5,900.27 to 8,734.27
N48	34.90	36.29	37.74	39.24	40.82	42.46	44.14	45.92	47.75	49.65	51.63	6,049.33 to 8,949.20

PPACE (3% Pay Scale)
Effective 07/01/14 DOH on or after 7/1/14

Pay Grade	Hourly Rate Step 1	Hourly Rate Step 2	Hourly Rate Step 3	Hourly Rate Step 4	Hourly Rate Step 5	Hourly Rate Step 6	Hourly Rate Step 7	Hourly Rate Step 8	Hourly Rate Step 9	Hourly Rate Step 10	Hourly Rate Step 11	Hourly Rate Step 12	Hourly Rate Step 13	Hourly Rate Step 14	Hourly Rate Step 15	Hourly Rate Step 16	Biweekly Salary Range
	15.46	15.92	16.40	16.89	17.40	17.92	18.46	19.01	19.58	20.17	20.78	21.40	22.04	22.70	22.90	2,679.73	to 3,969.33
	15.84	16.32	16.81	17.31	17.83	18.36	18.91	19.48	20.06	20.66	21.28	21.92	22.58	23.26	23.46	2,745.60	to 4,066.40
	16.24	16.73	17.23	17.75	18.28	18.83	19.39	19.97	20.57	21.19	21.83	22.48	23.15	23.84	24.03	2,814.93	to 4,165.20
	16.64	17.14	17.65	18.18	18.73	19.29	19.87	20.47	21.08	21.71	22.36	23.03	23.72	24.43	24.62	2,884.27	to 4,267.47
	17.06	17.57	18.10	18.64	19.20	19.78	20.37	20.98	21.61	22.26	22.93	23.62	24.33	25.06	25.25	2,957.07	to 4,376.67
	17.49	18.01	18.55	19.11	19.68	20.27	20.88	21.51	22.16	22.82	23.50	24.21	24.94	25.69	25.87	3,031.60	to 4,484.13
	17.91	18.45	19.00	19.57	20.16	20.76	21.38	22.02	22.68	23.36	24.06	24.78	25.52	26.29	26.50	3,104.40	to 4,593.33
	18.36	18.91	19.48	20.06	20.66	21.28	21.92	22.58	23.26	23.96	24.68	25.42	26.18	26.97	27.19	3,182.40	to 4,712.93
	18.82	19.38	19.96	20.56	21.18	21.82	22.47	23.14	23.83	24.54	25.28	26.04	26.82	27.62	27.85	3,262.13	to 4,827.33
	19.30	19.88	20.48	21.09	21.72	22.37	23.04	23.73	24.44	25.17	25.93	26.71	27.51	28.34	28.58	3,345.33	to 4,953.87
	19.78	20.37	20.98	21.61	22.26	22.93	23.62	24.33	25.06	25.81	26.58	27.38	28.20	29.05	29.26	3,428.53	to 5,071.73
	20.27	20.88	21.51	22.16	22.82	23.50	24.21	24.94	25.69	26.46	27.25	28.07	28.91	29.78	30.01	3,513.47	to 5,201.73
	20.78	21.40	22.04	22.70	23.38	24.08	24.80	25.54	26.31	27.10	27.91	28.75	29.61	30.50	30.75	3,601.87	to 5,330.00
	21.30	21.94	22.60	23.28	23.98	24.70	25.44	26.20	26.99	27.80	28.63	29.49	30.37	31.28	31.53	3,692.00	to 5,465.20
	21.84	22.50	23.18	23.88	24.60	25.34	26.10	26.88	27.69	28.52	29.38	30.26	31.17	32.11	32.33	3,785.60	to 5,603.87
	22.38	23.05	23.74	24.45	25.18	25.94	26.72	27.52	28.35	29.20	30.08	30.98	31.91	32.87	33.12	3,879.20	to 5,740.80
	22.93	23.62	24.33	25.06	25.81	26.58	27.38	28.20	29.05	29.92	30.82	31.74	32.69	33.67	33.94	3,974.53	to 5,882.93
	23.51	24.22	24.95	25.70	26.47	27.26	28.08	28.92	29.79	30.68	31.60	32.55	33.53	34.54	34.81	4,075.07	to 6,033.73
	24.10	24.82	25.56	26.33	27.12	27.93	28.77	29.63	30.52	31.44	32.38	33.35	34.35	35.38	35.66	4,177.33	to 6,181.07
	24.69	25.43	26.19	26.98	27.79	28.62	29.48	30.36	31.27	32.21	33.18	34.18	35.21	36.27	36.56	4,279.60	to 6,337.07
	25.32	26.08	26.86	27.67	28.50	29.36	30.24	31.15	32.08	33.04	34.03	35.05	36.10	37.18	37.45	4,388.80	to 6,491.33
	25.95	26.73	27.53	28.36	29.21	30.09	30.99	31.92	32.88	33.87	34.89	35.94	37.02	38.13	38.40	4,498.00	to 6,656.00
	26.60	27.40	28.22	29.07	29.94	30.84	31.77	32.72	33.70	34.71	35.75	36.82	37.92	39.06	39.35	4,610.67	to 6,820.67
	27.26	28.08	28.92	29.79	30.68	31.60	32.55	33.53	34.54	35.58	36.65	37.75	38.88	40.05	40.36	4,725.07	to 6,995.73
	27.94	28.78	29.64	30.53	31.45	32.39	33.36	34.36	35.39	36.45	37.54	38.67	39.83	41.02	41.38	4,842.93	to 7,172.53
	28.64	29.50	30.39	31.30	32.24	33.21	34.21	35.24	36.30	37.39	38.51	39.67	40.86	42.09	42.43	4,964.27	to 7,354.53
	29.36	30.24	31.15	32.08	33.04	34.03	35.05	36.10	37.18	38.30	39.45	40.63	41.85	43.11	43.45	5,089.07	to 7,531.33
	30.09	30.99	31.92	32.88	33.87	34.89	35.94	37.02	38.13	39.27	40.45	41.66	42.91	44.20	44.54	5,215.60	to 7,720.27
	30.87	31.80	32.75	33.73	34.74	35.78	36.85	37.96	39.10	40.27	41.48	42.72	44.00	45.32	45.65	5,350.80	to 7,912.67
	31.62	32.57	33.55	34.56	35.60	36.67	37.77	38.90	40.07	41.27	42.51	43.79	45.10	46.45	46.82	5,480.80	to 8,115.47
	32.41	33.38	34.38	35.41	36.47	37.56	38.69	39.85	41.05	42.28	43.55	44.86	46.21	47.60	47.98	5,617.73	to 8,316.53
	33.21	34.21	35.24	36.30	37.39	38.51	39.67	40.86	42.09	43.35	44.65	45.99	47.37	48.79	49.15	5,756.40	to 8,519.33
	34.04	35.06	36.11	37.19	38.31	39.46	40.64	41.86	43.12	44.41	45.74	47.11	48.52	49.98	50.39	5,900.27	to 8,734.27
	34.90	35.95	37.03	38.14	39.28	40.46	41.67	42.92	44.21	45.54	46.91	48.32	49.77	51.26	51.63	6,049.33	to 8,949.20