

Case No. 2025-011

LVPOA v. City of Las Vegas

FILED
June 30, 2025
State of Nevada
E.M.R.B.
2:16 p.m.

1 LAW OFFICE OF DANIEL MARKS
DANIEL MARKS, ESQ.
2 Nevada State Bar No. 002003
office@danielmarks.net
3 ADAM LEVINE, ESQ.
Nevada State Bar No. 004673
4 alevine@danielmarks.net
610 S. Ninth Street
5 Las Vegas, Nevada 89101
(702) 386-0536; FAX (702) 386-6812
6 *General Counsel for Las Vegas*
Peace Officers Association

9 STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
10 RELATIONS BOARD

11 LAS VEGAS PEACE OFFICERS
ASSOCIATION,

12 Complainant,

13 and

14 CITY OF LAS VEGAS,

15 Respondent
16
17

CASE NO.: 2025-011

**PROHIBITED PRACTICES
COMPLAINT**

18 Complainant, LAS VEGAS PEACE OFFICERS ASSOCIATION ("LVPOA") by and through
19 undersigned counsel Adam Levine, Esq. complains and alleges as follows:

- 20 1. LVPOA is an employee organization within the meaning of NRS 288.040 and is the
21 recognized bargaining representative for Corrections Officers and Sergeants employed by Respondent.
- 22 2. Respondent City of Las Vegas ("The City") is a local government employer within the
23 meaning of NRS 288.060.
24

1 3. Corrections Officers and Sergeants are peace officers within the meaning of NRS Chapter
2 289. The Rights of Peace Officers statutes contained in NRS 289.010 through NRS 289.120, inclusive,
3 have long been incorporated into the collective-bargaining agreements between LVPOA and the City as
4 such statutes implicate/address “Discharge and disciplinary procedures” which is a subject of mandatory
5 collective bargaining under NRS 288.150(2)(i).

6 4. NRS 289.057(2), which was incorporated into the collective bargaining agreement
7 through Article 25 of that agreement, states “Except as otherwise provided in a collective bargaining
8 agreement, a law enforcement agency shall not suspend a peace officer without pay during or pursuant
9 to an investigation conducted pursuant to this section until all investigations relating to the matter have
10 concluded”.

11 5. Several local governments and their employee organizations have negotiated and
12 included within their collective-bargaining agreements provisions to permit the law enforcement agency
13 to suspend an officer without pay pending the outcome of felony or other serious criminal charges.
14 Examples of such negotiated provisions can be found in the collective-bargaining agreements between
15 Las Vegas Metropolitan Police Department and its bargaining units, and the collective bargaining
16 agreement between the Clark County school District and the Police Officers Association of the Clark
17 County School District.

18 6. In contrast, the City has never negotiated a provision with the LVPOA to permit officers
19 who have been charged with crimes to be suspended without pay pending the outcome of the criminal
20 charges.

21 7. On or about May 12, 2025 LVPOA bargaining unit member M.W. was criminally
22 charged with one or more felonies arising out of a traffic incident.¹

23
24 ¹ “M.W.” are the initials of the bargaining unit member.

1 8. On or about June 12, 2025 the City placed M.W. into leave without pay status based upon
2 the felony charges. As of the time that M.W. was placed into leave without pay status, the City had not
3 even notified M.W. that he was under any internal investigation, much less having completed the internal
4 investigation as required by the collective bargaining agreement's incorporation of NRS 289.057(2).

5 9. The actions of the City in suspending M.W. without pay as set forth above constitute a
6 unilateral change to a subject of mandatory bargaining and therefore a failure to bargain in good faith in
7 violation of NRS 288.270(1)(a) and (e).

8 10. LVPOA has resorted to the grievance mechanism of the collective bargaining agreement
9 in connection with the unilateral change. Accordingly, this Complaint is being filed to preserve the
10 statute of limitations, and the matter should be stayed pending the outcome of the grievance process.

11 WHEREFORE, LVPOA requests the following relief from the Board:

12 1. Issue findings that one or more prohibited practices were committed by Respondent;

13 2. Issue orders to Respondent to cease-and-desist suspending officers without pay by
14 placing them into leave without pay status prior to or during the pendency of any internal investigations
15 unless and until such time as a provision permitting such is negotiated between the parties as required
16 by NRS 289.057(2);

17 3. Issue orders to Respondent to compensate M.W. for any days he was on leave without
18 pay status, or any days for which he was forced to utilize accrued leave because of being placed into
19 leave without pay status; and

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4. Order such other and further relief as the Board deems necessary under the broad remedial powers conferred pursuant to NRS 288.110(2).

DATED this 30th day of June, 2025.

LAW OFFICE OF DANIEL MARKS

DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
office@danielmarks.net
ADAM LEVINE, ESQ.
Nevada State Bar No. 004673
alevine@danielmarks.net
610 S. Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536; FAX (702) 386-6812
*General Counsel for Las Vegas Peace
Officers Association*

City of Las Vegas (Respondent)

Answer to Complaint

FILED
July 29, 2025
State of Nevada
E.M.R.B.
1:57 p.m.

JEFFRY M. DOROCAK
City Attorney
Nevada Bar No. 13109
By: MORGAN DAVIS
Senior Assistant City Attorney
Nevada Bar No. 3707
By: MICHELLE DI SILVESTRO ALANIS
Deputy City Attorney
Nevada Bar No. 10024
495 South Main Street, Sixth Floor
Las Vegas, NV 89101
(702) 229-6629 (office)
(702) 386-1749 (fax)
Email: malanis@lasvegasnevada.gov
Attorneys for CITY OF LAS VEGAS

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

STATE OF NEVADA

LAS VEGAS PEACE OFFICERS
ASSOCIATION,

Complainant,

vs.

CITY OF LAS VEGAS,

Respondent.

CASE NO. 2025-011

RESPONDENT'S ANSWER TO COMPLAINT

Respondent, City of Las Vegas (hereinafter referred to as "CITY"), by and through its attorneys of record Jeffry M. Dorocak, City Attorney, by Morgan Davis, Senior Assistant City Attorney, and by Michelle Di Silvestro Alanis, Deputy City Attorney, and hereby answers Complainants' Complaint as follows:

1. Answering Paragraph 1 of Complainants' Complaint on file herein, CITY admits the allegations in this paragraph.

2. Answering Paragraph 2 of Complainants' Complaint on file herein, CITY admits the allegations in this paragraph.

3. Answering Paragraph 3 of Complainants' Complaint on file herein, CITY responds that the allegations call for a legal conclusion and the statutes and CBA speak for themselves. The CITY denies the remaining allegations therein.

1 4. Answering Paragraph 4 of Complainants' Complaint on file herein, CITY responds
2 that the allegations call for a legal conclusion and the statutes and CBA speak for themselves. The
3 CITY denies the remaining allegations therein.

4 5. Answering Paragraph 5 of Complainants' Complaint on file herein, CITY lacks
5 sufficient information or knowledge to form a belief as to the truth or falsity of the allegations
6 contained therein, and therefore denies the same.

7 6. Answering Paragraph 6 of Complainants' Complaint on file herein, CITY denies
8 the allegations in this paragraph.

9 7. Answering Paragraph 7 of Complainants' Complaint on file herein, CITY admits
10 the allegations in this paragraph.

11 8. Answering Paragraph 8 of Complainants' Complaint on file herein, CITY denies
12 the allegations in this paragraph.

13 9. Answering Paragraph 9 of Complainants' Complaint on file herein, CITY denies
14 the allegations in this paragraph.

15 10. Answering Paragraph 10 of Complainants' Complaint on file herein, CITY
16 responds that the allegations call for a legal conclusion. The CITY denies the remaining allegations
17 therein.

18 **FIRST AFFIRMATIVE DEFENSE**

19 All or part of the allegations asserted in the Complaint are untimely.

20 **SECOND AFFIRMATIVE DEFENSE**

21 Complainants' Complaint fails to state a claim upon which relief can be granted.

22 **THIRD AFFIRMATIVE DEFENSE**

23 Complainants' Complaint and each cause of action therein is barred by the doctrine of
24 waiver.

25 **FOURTH AFFIRMATIVE DEFENSE**

26 Complainants' Complaint and each cause of action therein is barred by the doctrine of
27 estoppel.

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FIFTH AFFIRMATIVE DEFENSE

Complainant has failed to exhaust its administrative remedies.

SIXTH AFFIRMATIVE DEFENSE

At all times mentioned in the Complaint, CITY acted in a good faith belief that its actions were legally justified or excused.

SEVENTH AFFIRMATIVE DEFENSE

Complainant's claims are barred due to a failure to comply with statutory and/or contractual conditions.

EIGHTH AFFIRMATIVE DEFENSE

The allegations in the Complaint present at best questions of interpretation of the CBA and/or issues of procedural arbitrability that are to be decided by an Arbitrator and are outside the jurisdiction of this Honorable Board. As a result, the matter should be dismissed or deferred under the Limited Deferral Doctrine. The City denies any impact bargaining was required, but did meet and confer.

NINTH AFFIRMATIVE DEFENSE

Pursuant to N.R.C.P. 11, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Respondent's Answer, therefore, this answering Respondent reserves the right to amend its Answer to allege additional affirmative defenses if subsequent investigation so warrants.

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1 WHEREFORE, answering Respondent, City of Las Vegas prays for judgment, as follows:

- 2 1. That Complainant take nothing by way of its Complaint on file herein;
- 3 2. For reasonable attorney's fees and costs incurred in defending this action; and
- 4 3. For such other and further relief as this Board may deem just and proper.

5 DATED this 29th day of July, 2025.

6 JEFFRY M. DOROCAK
7 City Attorney

8 By: /s/ Michelle Di Silvestro Alanis
9 MICHELLE DI SILVESTRO ALANIS
10 Deputy City Attorney
11 Nevada Bar No. 10024
12 495 South Main Street, Sixth Floor
13 Las Vegas, NV 89101
14 Attorneys for CITY OF LAS VEGAS
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CERTIFICATE OF SERVICE

I hereby certify that on July 29, 2025, I served a true and correct copy of the foregoing
RESPONDENT'S ANSWER TO COMPLAINT via electronic mail (or, if necessary, by United
States Mail at Las Vegas, Nevada, postage fully prepaid) upon the following:

Adam Levine, Esq.
Law Office of Daniel Marks
610 S. Ninth Street
Las Vegas, NV 89101
alevine@danielmarks.net
*Attorneys for the Las Vegas Peace
Officers' Association*

/s/ Ryann Milton
AN EMPLOYEE OF THE CITY OF LAS VEGAS

City of Las Vegas (Respondent)

Motion to Dismiss Complaint
or Alternatively Defer the Complaint

FILED
July 29, 2025
State of Nevada
E.M.R.B.
1:57 p.m.

JEFFRY M. DOROCAC
City Attorney
Nevada Bar No. 13109
By: MORGAN DAVIS
Senior Assistant City Attorney
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By: MICHELLE DI SILVESTRO ALANIS
Deputy City Attorney
Nevada Bar No. 10024
495 South Main Street, Sixth Floor
Las Vegas, NV 89101
(702) 229-6629 (office)
(702) 386-1749 (fax)
Email: malanis@lasvegasnevada.gov
Attorneys for CITY OF LAS VEGAS

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

STATE OF NEVADA

LAS VEGAS PEACE OFFICERS
ASSOCIATION,

Complainant,

vs.

CITY OF LAS VEGAS,

Respondent.

CASE NO. 2025-011

**RESPONDENT'S MOTION TO DISMISS COMPLAINT OR ALTERNATIVELY
DEFER THE COMPLAINT**

Respondent, City of Las Vegas (hereinafter referred to as "CITY"), by and through its attorneys of record Jeffry M. Dorocak, City Attorney, by Morgan Davis, Senior Assistant City Attorney, and by Michelle Di Silvestro Alanis, Deputy City Attorney, files this Motion to Dismiss or Alternatively Defer the Complaint filed by the Las Vegas Peace Officers Association ("LVPOA"). This Motion is made and based upon NAC 288.240 and NAC 288.375(2).

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This Complaint should be dismissed because the Complainant failed to exhaust his
4 administrative remedies; thus, this Honorable Board does not have jurisdiction to hear this matter.
5 Alternatively, the Complaint should be deferred until ruled on by an Arbitrator pursuant to the
6 terms of the contract.

7 **II. STATEMENT OF FACTS**

8 The CITY and LVPOA are parties to a three-year Collective Bargaining Agreement
9 effective July 1, 2022 through June 30, 2025 (“CBA”)¹. *See* CBA attached hereto as Exhibit A.
10 The CBA governs correctional officers and correctional sergeants with the CITY’s Department of
11 Public Safety. *Id.* at Article I, Section 1. The CBA’s Preamble sets forth that the “City is engaged
12 in furnishing essential public services vital to the health, safety and welfare of the population of
13 the City.” *Id.* at 5. The Preamble further provides that parties understand that the CBA is “not
14 intended to modify any of the discretionary authority vested in the City by the statutes of the State
15 of Nevada.” *Id.* The CBA defines “suspensions” as “a temporary removal from work status, with
16 or without pay, resulting from, or pending, disciplinary action. *Id.* at 11.

17 NRS 289.057(2) states, “[e]xcept as otherwise provided in a collective bargaining
18 agreement, a law enforcement agency shall not suspend a peace officer without pay during or
19 pursuant to an investigation conducted pursuant to this section until all investigations relating to
20 the matter have concluded.” However, NRS 289.090 expressly provides that the provisions of
21 subsection 2 of NRS 289.057 do not apply to any investigation which concerns alleged criminal
22 activities. Additionally, NRS 289.092 states that if a law enforcement agency suspends a peace
23 office without pay pending the outcome of a criminal prosecution, the law enforcement agency
24 shall award back pay for the duration of the suspension if the charges are dismissed, the peace
25 officer is found not guilty, or the peace officer is not subjected to punitive action in connection
26 with the misconduct.

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¹ A new CBA has not been approved; therefore, the prior CBA is still effective.

1 Here, bargaining unit member M.W. was charged with three felonies arising out of a fatal
2 D.U.I. His criminal prosecution is still pending. Following, the criminal charges, the City advised
3 LVPOA that M.W. would be placed on leave without pay pending his criminal charges. LVPOA
4 disagrees with the City's position and interpretation of the relevant statutes and CBA language and
5 filed a grievance.

6 Disagreements over the interpretation, application or an alleged violation of CBA language
7 constitute a grievance. Exhibit A at 41. Article 26, Section 3 of the CBA in question states in part:

8
9 Any dispute concerning interpretation or application of an expressed provision of
10 this Agreement, departmental rules and regulations that violate a provision of this
11 agreement or are applied in an unfair or inconsistent manner or a dispute regarding
a disciplinary action taken against an employee **shall** be subjected to this grievance
procedure. (Emphasis added).

12 *Id.*

13 The CBA establishes a 5-step grievance process that provides the parties the right to submit
14 the matter to arbitration. *Id.* at 49.

15 Here, LVPOA filed a grievance on issues identified above including the contract
16 interpretation of suspensions pending criminal prosecution and are in the process of scheduling
17 arbitration. LVPOA also filed this Complaint on June 30, 2025 alleging prohibited practices. The
18 threshold issue is set forth in Paragraphs 7-9 of the Complaint which states:

19
20 7. On or about May 12, 2025 LVPOA bargaining unit member
21 M.W. was criminally charged with one or more felonies arising out
of a traffic incident.

22 8. On or about June 12, 2025 the City placed M.W. into leave
23 without pay status based upon the felony charges. As of the time that
24 M.W. was placed into leave without pay status, the City had not even
notified M.W. that he was under any internal investigation, much
less having completed the internal investigation as required by the
collective bargaining agreement's incorporation of NRS
289.057(2).

25
26 9. The action of the City in suspending M.W. without pay as
27 set forth above constitute a unilateral change to a subject of
mandatory bargaining and therefore failure to bargain in good faith
in violation of NRS 288.270(1)(a) and (e).
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1 As identified above, the City did not engage in prohibited practices. Instead, the parties
2 have a disagreement as to the interpretation of the contract language and the interpretation of the
3 relevant statutes as it relates to leave without pay, pending criminal charges. As will be argued
4 below, because disagreements over the interpretation, application or an alleged violation of CBA
5 language are governed by the grievance procedure, this matter should be dismissed because
6 LVPOA failed to exhaust its administrative remedies.

7 **III. LEGAL ARGUMENT**

8 Pursuant to NAC 288.375(2), absent a clear showing of special circumstances or extreme
9 circumstances, this Board may dismiss a matter when the contractual remedies, including
10 arbitration, have not been exhausted. This Board has stated, "The preferred method for resolving
11 disputes is through the bargained-for grievance process, and we apply NAC 288.375(2) liberally
12 to effectuate that purpose." *Storey County Firefighters Ass'n, IAFF Local 4227 v. Storey County*,
13 EMRB Case. No. A1-045951, Item No. 707 (2009). Whether the City violated the CBA is solely
14 a question for an arbitrator. Further, interpretation of the express terms of the CBA is a matter to
15 be decided by an arbitrator. It is clear the matter represents a contract interpretation issue, and that
16 the agreed upon contractual remedies, including arbitration have not been exhausted. As a result,
17 the matter should be dismissed.

18 Alternatively, since exhaustion of the contractual remedies has not occurred in this case,
19 that should bar, or at a minimum require deferral of this matter. In *International Association of*
20 *Firefighters, Local #2905, and Casey Micone v. Reno-Tahoe Airport Authority*, Case No. 2020-
21 013, Item 867 (2020), this Honorable Board reasserted its consistent rulings, stating:

22 This Board has repeatedly emphasized that the **preferred method**
23 **for resolving disputes is through the bargained-for processes**,
24 and the Board applies NAC 288.375 liberally to effectuate that
25 purpose. Moreover, the Board generally may defer to arbitration
proceedings in consideration with its exclusive jurisdiction and, in
such cases, it is the practice of the Board to stay matters during the
arbitration process. [Citations omitted.] (emphasis added).

26 It is anticipated that the Complainant will attempt to rely on *City of Reno v. Reno Police*
27 *Protective Association*, 118 Nev. 889, 59 P.3d 1212 (2002), for the generic proposition that a
28 unilateral change of a mandatory subject can be a prohibited labor practice. That case was a

1 Judicial Review of a decision of this Honorable Board. It is clear in that case, this Honorable
2 Board deferred the matter to arbitration. In that unilateral change case, this Board stated:

3 The Board has adopted a 'limited deferral doctrine' with regard to
4 disputes arising under labor agreements. (Citation omitted) Under
5 said limited deferral doctrine in order for the Board to consider a
6 complaint involving an alleged contract violation the Complaint
7 must establish, at least prima facie, that the alleged contract
8 violation constituted a prohibited practice under NRS 288. While
9 the Association has presented a prima facie case as required it is the
10 Board's policy to encourage parties, whenever possible, to exhaust
11 their remedies under the contractual dispute resolution systems
12 contained in their collective bargaining agreement before seeking
13 relief from the EMRB. Thus, where parties have not exhausted their
14 contractual grievance arbitration remedies, the Board will not
15 exercise its discretion to hear a complaint unless there is a clear
16 showing of special circumstances or extreme prejudice. No such
17 showing exists in the instant complaint.

18 This Board will not take jurisdiction in a matter which is clearly a
19 contract grievance ripe for arbitration.

20 *Reno Police Protective Association v. Reno Police Department, City of Reno*, Case No. A1-
21 045626, Item 415 (1997).

22 Here, LVPOA has filed a grievance; however, the matter is still in the early stages and has
23 not gone to Arbitration. LVPOA has failed to show any special circumstances or extreme
24 circumstances; thus this Board should dismiss the action until LVPOA exhausts their
25 administrative remedies. Alternatively, if this Board, is not inclined to dismiss the Complaint, then
26 it should defer the matter for action consistent with the CBA remedies.

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1 **IV. CONCLUSION**

2 The Complainant's entire Complaint centers on whether the CITY violated the CBA. The
3 CITY strongly disagrees that its actions were in violation of the CBA and asserts that the acts in
4 question were all taken in compliance with the CBA. Nonetheless, the issues presented all pertain
5 to questions of CBA interpretation, which are covered by the grievance process. This Honorable
6 Board has repeatedly applied the limited deferral doctrine requiring exhaustion of contractual
7 remedies before seeking relief from the EMRB. This Honorable Board should continue to follow
8 that precedence and not take jurisdiction of this matter, which is ripe for arbitration.

9 DATED this 29th day of July, 2025.

10 JEFFRY M. DOROCAK
11 City Attorney

12 By: /s/ Michelle Di Silvestro Alanis
13 MICHELLE DI SILVESTRO ALANIS
14 Deputy City Attorney
15 Nevada Bar No. 10024
16 495 South Main Street, Sixth Floor
17 Las Vegas, NV 89101
18 Attorneys for CITY OF LAS VEGAS
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Adam Levine, Esq.
Law Office of Daniel Marks
610 S. Ninth Street
Las Vegas, NV 89101
alevine@danielmarks.net
*Attorneys for the Las Vegas Peace
Officers' Association*

/s/ Ryann Milton
AN EMPLOYEE OF THE CITY OF LAS VEGAS

LVPOA (Complainant)

Opposition to Motion to Dismiss Complaint
or Alternatively Defer the Complaint

FILED
August 4, 2025
State of Nevada
E.M.R.B.
4:37 p.m.

LAW OFFICE OF DANIEL MARKS
DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
office@danielmarks.net
ADAM LEVINE, ESQ.
Nevada State Bar No. 004673
alevine@danielmarks.net
610 S. Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536; FAX (702) 386-6812
*General Counsel for Las Vegas
Peace Officers Association*

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
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LAS VEGAS PEACE OFFICERS
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CITY OF LAS VEGAS,

Respondent

CASE NO.: 2025-011

**OPPOSITION TO MOTION TO DISMISS
COMPLAINT OR ALTERNATIVELY
DEFER THE COMPLAINT**

Las Vegas Peace Officers Association by and through undersigned counsel hereby opposes City of Las Vegas' Motion to Dismiss, but does not object to the deferral of the Complaint pending the outcome of arbitration.

I. A UNILATERAL CHANGE TO A SUBJECT OF MANDATORY BARGAINING IS A PROHIBITED PRACTICE REGARDLESS AS TO WHETHER IT IS ALSO A CONTRACT VIOLATION.

Discharge and disciplinary procedure is a subject of mandatory collective bargaining. NRS 288.150(2)(i); *Frabbiele v. City of North Las Vegas*, Case No. A1-045929 Item No. 680(i) (2014). A unilateral change to discharge or disciplinary procedure is a prohibited labor practice. *Id.*

1 Action by an employer can be both a breach of contract and an unfair (prohibited) labor
2 practice. *City of Reno v. Reno Police Protective Association*, 118 Nev. 889, 59 P.3d 1212 (2002);
3 *William E. Arnold Co. v. Carpenters Dist. Council*, 417 U.S. 12, 15 (1974). As noted by the Supreme
4 Court "an industrial relations dispute may involve conduct which, at least arguably, may contravene
5 both the collective agreement and [the NLRA]" citing *Collyer Insulated Wire*, 192 N. L. R. B. 837
6 (1971). See also *Hotel & Restaurant Employees Local 703 v. Williams*, 752 F.2d 1476, 1478 (9th Cir.
7 1985); *Exide Techs v. IBEW local 700*, 964 F.3d 782, 788 (8th Cir. 2020).

8 NRS 289.057(2) states "*Except as otherwise provided in a collective bargaining agreement,*
9 a law enforcement agency shall not suspend a peace officer without pay during or pursuant to an
10 investigation conducted pursuant to this section until all investigations relating to the matter have
11 concluded". (*Emphasis added*). Many local government employers of peace officers have negotiated
12 with their unions to permit a peace officer to be placed on unpaid leave pending the outcome of
13 criminal charges. By way of example, Article 4.4(N) of the CBA between Las Vegas Metropolitan
14 Police Department and the Las Vegas Police Protective Association states:

15 An employee may be relieved of duty without pay when the employee has been
16 criminally indicted or arrested and approved for prosecution for a felony offense
under state or federal law.

17 (Exhibit "1"). Likewise, Article 35-5 of the CBA between the Clark County School District and the
18 Police Officers Association of the Clark County School District has a provision stating:

19 The District may suspend a Regular Status Employee immediately and without
20 pay for an indefinite period upon the arrest of an Employee for a felony or for
a misdemeanor involving a moral turpitude pending resolution of the charge by
21 appropriate authorities.

22 (Exhibit "2").

23 The CBA between the City of Las Vegas ("the City") and the Las Vegas Peace Officers
24 Association ("LVPOA") has no such provision. The City has never even bargained for such (at least

1 in the last decade plus). To the contrary, the City bargained for exactly the opposite – it must wait for
2 a conviction before issuing discipline. Article 25 – Disciplinary Action Section 7 permits discipline
3 for:

4 *Conviction of an offense* which is punishable as a felony or gross misdemeanor
5 in the State of Nevada, conviction of an offense in any place other than the State
6 of Nevada, which offense if committed in the State of Nevada, would be
punishable as a felony or gross misdemeanor, or conviction of any offense
which involves moral turpitude.

7 (Exhibit “3” *emphasis added*).

8 Yet, as alleged in the Complaint, and conceded in the Motion to Dismiss, the City placed
9 bargaining unit member Maurice Washington on indefinite unpaid based solely upon the fact that the
10 District Attorney has filed felony criminal charges. Washington has not been convicted of anything,
11 and is entitled to the presumption of innocence under the law. The City has not even served
12 Washington with notice that he is the subject of an internal investigation. This is alleged by LVPOA
13 to be a prohibited practice as the City has unilaterally arrogated to itself the right to place bargaining
14 unit members on indefinite suspension without pay without bargaining for the right to do so.

15 **II. THE BOARD SHOULD STAY, NOT DISMISS, THE COMPLAINT PENDING THE**
16 **OUTCOME OF THE ARBITRATION.**

17 Under the NLRA where an action is both a breach of contract and an unfair labor practice,
18 both the NLRB and the court have jurisdiction, with the court’s jurisdiction arising by virtue of §301
19 of the Labor Management Relations Act. See e.g. *Hotel & Restaurant Employees Local 703 v.*
20 *Williams*, and *Exide Techs v. IBEW local 700*, supra.

21 There is no Nevada equivalent of §301 and therefore the LVPOA’s contract claim arising out
22 of the indefinite suspension without pay of Officer Washington must proceed to arbitration. A
23 grievance was filed by LVPOA, and the matter has been advanced to arbitration. The parties are
24 currently awaiting for the City to agree to dates for the hearing.

1 However, as matters currently stand, the Arbitrator is offering the earliest available dates in
2 January 2026. If this matter is dismissed as requested by the City pending the completion of the
3 arbitration, the statute of limitations will have run. For this reason, paragraph 10 of the Complaint
4 states “LVPOA has resorted to the grievance mechanism of the collective bargaining agreement in
5 connection with the unilateral change. Accordingly, this Complaint is being filed to preserve the
6 statute of limitations, and the matter should be stayed pending the outcome of the grievance process”.

7 Staying the matter, not dismissal, is the appropriate course. While the City seeks to rely upon
8 NAC 288.375(2), it ignores the more recent amendment to NAC 288.250(1)(c) governing Pre-
9 Hearing Statements which now requires:

10 A statement of whether there are any pending or anticipated administrative,
11 judicial or other proceedings related to the subject of the hearing and, if so, a
12 description of the manner in which those proceedings may affect the hearing
 and an opinion concerning whether the hearing should be stayed pending the
 outcome of any such proceedings.

13 There is no reason to require the parties to disclose whether there are pending administrative or other
14 proceedings which may justify any hearing “be stayed pending the outcome of any such proceedings”
15 if dismissal under NAC 288.375(2) were appropriate. Accordingly, the Board should enter an Order
16 discouraging the filing of these types of Motions to Dismiss as they simply waste the resources of the
17 parties.

18 Regardless of the outcome of the arbitration, LVPOA will be seeking to bring this matter
19 before the Board. If LVPOA does not prevail at arbitration, it will seek to have the Board hear the
20 Prohibited Practice Complaint based upon *City of Reno v. Reno Police Protective Association*, supra
21 which held unilateral changes to be repugnant to Chapter 288, and that “the EMRB is not estopped
22 from determining issues previously decided by an arbitrator when the EMRB has exclusive
23 jurisdiction over the issue.” 118 Nev. at 895, 59 P.3d at 1217. If LVPOA does prevail at arbitration.,
24 it will be seeking additional remedies beyond what an arbitrator may award under the contract under

1 NRS 288.110 including, but not limited to, a cease-and-desist order for future similar cases and an
2 award of attorney's fees and costs incurred not only in pursuing the arbitration, but in further bringing
3 this matter before the Board.

4 **II. CONCLUSION**

5 For all of the reasons set forth above, City of Las Vegas' Motion to Dismiss should be denied,
6 and this matter stayed as requested in paragraph 10 of the complaint.

7 DATED this 4th day of August 2025.

8 LAW OFFICE OF DANIEL MARKS

9 /s/Adam Levine, Esq.
10 DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
office@danielmarks.net
11 ADAM LEVINE, ESQ.
Nevada State Bar No. 004673
alevine@danielmarks.net
12 610 S. Ninth Street
13 Las Vegas, Nevada 89101
(702) 386-0536; FAX (702) 386-6812
14 *General Counsel for Las Vegas Peace*
15 *Officers Association*

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EXHIBIT 1

EXHIBIT 1

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAS VEGAS

&

LAS VEGAS PEACE OFFICERS
ASSOCIATION

Department of Public Safety
Correction Officers
Commissioned Officers Unit

July 1, 2022 – June 30, 2025

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- Give the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interests to their members.

(B) An agenda of issues shall be prepared by the City and Association jointly or separately which shall be approached through meeting of the Labor-Management committee which shall be composed of not more than five (5) representatives of the City and five (5) representatives of the Association. The process shall serve to study issues of mutual interest, including, but not limited to safety and health of employees. Performance evaluations and staffing issues to be discussed in good faith on a prompt basis. Issues may fall within or without the instant contract, but it shall be understood that the City and the Association must mutually agree to any modification of this Agreement reached through this procedure in writing.

(C) The Association shall designate a representative to serve as liaison with the Chief or designee, for the purpose of selecting agenda items and organizing meetings. Each party agrees to a reasonable notice to the other party to cancel a meeting. The Association's representative will prepare the Agenda(s) for each meeting and the City's representative.

(D) Minutes of the Labor-Management Committee meetings shall be prepared by the Department Director, or designee, and shall be reviewed and approved by the Association's representative by both parties' signatures. The minutes shall expressly state each issue or topic discussed during the meeting, the positions of the City and the Association with respect to each issue and the decision reached. Copies of approved minutes will be available for the Association to pick up and are distributed within two weeks of each meeting.

(E) By virtue of agreeing to the provisions of this Article, neither party shall waive any rights under the Nevada Revised Statutes.

ARTICLE 25 - DISCIPLINARY ACTION

Section 1. Grounds for Disciplinary Action

The City shall adhere to NRS 289, Peace Officers Bill of Rights when initiating discipline under this Article. The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The city shall follow the disciplinary procedures set forth below in enforcing any discipline.

An employee shall be notified in writing of any possible disciplinary action within thirty (30) days of the incident-giving rise to the possible discipline, or within thirty (30) days of when the City discovers or reasonably should have discovered the facts supporting possible discipline. Except as otherwise noted in this paragraph, no disciplinary action shall be taken on incidents occurring six (6) months prior to the administration of disciplinary action.

Internal investigations will normally be completed within 60 days of complaint unless an extension is approved by the Chief or designee. Complainants will be informed of the status of the investigation at least every 30 days and/or if a case extension is granted.

The City shall make a determination of the level of disciplinary action meted out no later than thirty (30) days from the date of the first disciplinary meeting. The two thirty (30) day limitation periods and the six (6) month limitation period do not include vacation leave or any other leave taken by the employee.

An employee may appeal any written reprimand, demotion, suspension or other form of discipline through the grievance procedure of this contract, which shall be exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through Step 3 - City Manager level of grievance procedure.

LVPOA representation shall be allowed at every level of discipline. Nothing in this paragraph shall be interpreted as prohibiting the application of progressive discipline as set forth in paragraph (B) based upon prior disciplinary action being taken against any employee.

Section 2. Progressive Disciplinary Action

The City and the Association recognize the principle of progressive discipline as the form of discipline to be used by the City. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning. Discipline steps may be skipped, depending on the severity of the offense. Nonetheless, skipping steps in the discipline process shall be the exception of the general rule requiring following progressive discipline.

Section 3. Progressive Discipline Steps - The usual progressive discipline steps are:

A. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisor which puts an employee on notice that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. The intent is for the supervisor to give the employee a clear notice that the specific behavior or performance should be corrected. Oral reprimands are to be documented in memo form with the supervisor and employee each signing and keeping a copy for their record. Copies of the memo are not to be placed in the employee's Department or Human Resources personnel file. Oral reprimands are valid for a period of up to nine (9) months.

B. Written Reprimand - This is the first level of discipline which is documented and which may be placed in the employee's personnel file. Supervisor shall document the violation and corrective action as identified in 1 above, on an Employee Interview form. The employee who is the subject of the disciplinary action will be allowed to read the Employee Interview form, may make any comments desired, and will then sign the form and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand. However,

the failure of the employee to respond or deny the charges on the form shall not be interpreted as a waiver of any of the employee's rights under the agreement or as an admission that the allegations are true.

C. Suspension - Suspension may be used after a written reprimand has apparently not corrected the specific unacceptable performance or behavior or rule violations. Documentation is done on an Employee Interview form, as described in paragraph 2, above. Suspensions in excess of 40 hours must have the approval of the City Manager or designee.

D. Other Disciplinary Actions - After an employee has been suspended, if there is a continuation or reoccurrence of the problem that caused the suspension, the employee may be subject to more serious discipline. The same procedure regarding documentation and rebuttal must be followed, as in the case of a written reprimand or suspension. Examples are:

- a. Reduction in Classification - This involves the individual reducing in classification from the position currently held to one in a lower pay grade or one of lesser responsibility. This step should 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.
- b. Reduction in Salary Step - When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step for, a maximum of thirteen (13) pay periods, or withheld.

E. Termination - Termination is the final step of the progressive disciplinary process. Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is a very serious nature as so to warrant immediate separation from employment.

Section 4. Records

Investigations of allegations, which do not result in a corrective or disciplinary action, shall not become part of the employee's personnel file or department file under any circumstances. Employees shall be entitled to the retraction of any document that is proven to be in error or was placed in the employee's personnel files without the employee receiving a copy of the document.

Employee's permanent personnel files are private and confidential and must not be reviewed or otherwise seen by any person other than an authorized employee of the Department of Human Resources, the City Manager or designee, the City Attorney or designee assigned to work on personnel matters, and/or the employee's current Department Director or designee without the prior approval of the employee.

Section 5. Disciplinary Meetings

Disciplinary Meetings shall be conducted during an employee's regular work hours or the employee shall be compensated in accordance with this agreement. An employee shall be given written notice at least forty-eight (48) hours prior to the beginning of any

meeting called for disciplinary purposes with that employee that the meeting could lead to a written reprimand or more serious disciplinary action. The employee shall be provided in writing with the name of the person conducting the meeting, the date, time, location and topic of the meeting. If the employee is not notified, or if the employee comes to reasonably believe that a meeting or interview might lead to disciplinary action against him/her, the employee shall be given an opportunity to request, and adequate time to secure, the presence of a representative at such meeting, inquiry or investigation.

Section 6. Purging Files and Records

A. The record of any disciplinary action resulting in a written reprimand shall be removed from an employee's personnel file after a period of eighteen (18) months has elapsed. Any subsequent disciplinary action of similar nature shall extend the period of retention of the original offense for twelve (12) months. Similar nature is defined as a disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations.

B. Records of disciplinary actions resulting in a suspension of 40 hours or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of twenty-four (24) months has elapsed. Any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for eighteen (18) months.

C. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel file. Human Resources staff will review the employee's personnel file, contact the employee's department to verify the record, and notify the employee of the results of the request. Additionally, the director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary documents exist at the department level alone, those documents shall be returned to the employee for disposal.

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

E. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file shall remain under the control of the Department of Human Resources.

F. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.

G. Purging time limits identified above begin on the date of the employee interview when the employee is formally notified of the disciplinary action.

Section 7. 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:

- A. Conviction of an offense which is punishable as a felony or gross misdemeanor in the State of Nevada, conviction of an offense in any place other than the State of Nevada, which offense if committed in the State of Nevada, would be punishable as a felony or gross misdemeanor, or conviction of any offense which involves moral turpitude;
- B. Knowing violation of City or Department Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Chief Officer - Public Safety and have been punishable in writing and circulated;
- C. Solicitation of the public for money, goods or services which has not been approved in accordance with established departmental procedures;
- D. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;
- E. Repeated incompetency, repeated inefficiency, repeated carelessness, abuse of sick leave, neglect of duties, unexplained and unapproved absence from duty, excessive absenteeism or tardiness, misuse of theft of City property, continuing or life threatening safety violations, on the job alcohol, or other drug abuse, malfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;
- F. Physically striking or threatening a supervisory, managerial, or other employee;
- G. Striking in violation of this Agreement, or of NRS 288;

The above grounds are not deemed all inclusive, but merely descriptive.

ARTICLE 26 - GRIEVANCE PROCEDURES

Section 1. General

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the employees of the Bargaining Unit as quickly as possible to insure efficiency and promote employee morale. Should any employee or group of employees feel aggrieved, including the claim of unjust discrimination or any matter or condition affecting health and safety which may be a violation of federal or state law, including occupational Safety and Health Act, 29 U.S.C. Sec. 651-78, Nevada Occupational Safety and Health Act, NRS 618.005 et seq. NRS Chapter 288 and/or may be considered subjects of mandatory collective bargaining, NRS 288.150(2)(m), adjustment may be sought.

EXHIBIT 2

EXHIBIT 2

Negotiated Agreement
between
the
Clark County School District
and the
Police Officers Association of the Clark
County School District

2023-2025

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- 30-5 The District will abide by all PERS policies and regulations.

ARTICLE 31
General Savings Clause

- 31-1 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 32
No Strikes/Work Stoppages

- 32-1 It is hereby agreed by the Association/District, that there will be no strikes, stoppages of work or slowdown of the operation of the School District during the term of this Agreement.

ARTICLE 33
Discrimination Clause

- 33-1 The Association agrees that membership in the Association shall be open to all Regular Status Employees of the District regardless of race, color, religion, national origin, sex, marital status, political affiliation, age, or disability. The District will do nothing to discourage or encourage Employees from membership in the Association.
- 33-2 No person, persons or agencies responsible to the District nor the Association and its officers and members shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, disability, marital status, employee organization or political affiliation, age or for the purposes of evading the spirit of the Agreement. The District and the Association agree to abide by the provisions of applicable federal, state and local laws and executive orders regarding these matters.
- 33-3 All Employees have a right to work in an environment free of unlawful discrimination, including sexual harassment. Since statutory remedies are available to address these concerns, the resolution of such disputes is outside the grievance and arbitration provision of this Agreement.

ARTICLE 34
Work Practices

- 34-1 Police officers covered by this Agreement and the Association agree not to use any District equipment during working hours that will benefit the Employee personally or in any way benefit the Association.
- 34-2 Subject to the provisions of the Negotiated Agreement, no Association business or activities shall be conducted during the Employee's working hours.
- 34-3 Parties agree that no Employee shall perform work of a personal nature for any administrator or for himself/herself during the Employee's working hours.
- 34-4 Parties agree that abuses by Employees of these prohibitive practices for personal gain and benefit may be grounds for disciplinary action.

- 34-5 No employee, during the normal duty hours, will perform any work for other officially recognized bargaining agents or bargaining units or other employee associations or groups.
- 34-6 The School District agrees to work with the Association in providing for compliance with NRS 391.273.
- 34-7 It is the School District's intention that work rules, policies, and procedures are to be interpreted and applied uniformly to all employees under similar circumstances.

ARTICLE 35
Progressive Discipline

- 35-1 The continued employment of a Regular Status Employee is contingent upon the proper performance of assigned duties and personal fitness. A regular status employee may be suspended, demoted, or dismissed for just cause.
 - 35-1-1 Any alleged misconduct that the Chief or Chief's designee has referred to internal investigation that may result in punitive or disciplinary action shall be called to the Employee's attention in writing within thirty (30) calendar days.
 - 35-1-2 Upon the Employee receiving notification of alleged misconduct the Police Department/School District shall complete the investigation within one hundred eighty (180) calendar days. The time constraints may be extended beyond the one hundred eighty (180) calendar days. In such an instance, the Chief or Chief's designee shall provide the affected Employee with a written notice each thirty (30) calendar days beyond the initial agreed upon one hundred eighty (180) calendar days. This notice shall contain an explanation of the extension of the investigation. This section of Article 35 (35-1-2) is not subject to the grievance and arbitration procedures as outlined in Article 4.
 - 35-1-3 Any alleged misconduct that the Chief or Chief's designee has referred to internal investigation that results in punitive or disciplinary action at the completion of the investigation shall be called to the attention of the Employee in writing within thirty (30) calendar days from the time the investigation is completed and the findings are forwarded to the Chief of Police or the Superintendent or Superintendent's designee.
 - 35-1-4 No punitive or disciplinary action may issue without the opportunity for a pre-disciplinary hearing before the Chief or Chief's designee. Prior to the pre-disciplinary hearing the requirements of NRS 289.080(9) shall be complied with.
- 35-2 The District agrees that principles of progressive discipline will be followed and that reasonable attempts will be made to expeditiously administer any discipline, direction for change, and any dispositions, while also allowing for the complete and thorough investigation of any allegations. Disciplinary actions may range from informal conversation to formal dismissal. Whenever it is appropriate, an oral warning for the first offense will be utilized. When extraordinary circumstances are involved, an employee may be suspended with pay immediately, without prior notice or an administrative evidentiary hearing.
 - 35-2-1 Any behavior that results in a rating of not satisfactory on a written evaluation or direction for change, other than misconduct allegations that the Chief or Chief's Designee has referred to Internal Investigation and determined sustained, shall be called to the Employee's attention in writing within twenty (20) Work Days after the Sergeant, Lieutenant, Chief, or Chief's designee became aware of the behavior. It is recognized that such written direction may refer to previously given verbal warning(s) in recognition of the need to preserve the progressive discipline model.

35-3 Written Reprimand

- A. In the event that a written reprimand is issued, a copy will be given to the Employee pursuant to the timelines listed in Articles 35-2-1. A copy shall also be placed in the Employee's personnel file.
- B. The superintendent or designee shall meet with the employee to discuss the reprimand. Pursuant to Article 26-3, the Employee may submit a written response to this document pursuant to NRS 289.40.

35-4 Notice of Intent to Suspend, to Demote or To Dismiss

- A. Such notice of intended disciplinary action pursuant to this section shall be sent to a Regular Status Employee by certified mail or shall be delivered in person not later than thirty (30) calendar days after the District completes its investigation.
- B. The notice shall contain the following information:
 - 1. A statement of the specific charge or charges brought against the Employee.
 - 2. A statement indicating that the Employee shall have the right to:
 - (a) A pre-disciplinary hearing before the Chief of Police or his/her designee.
 - (b) Be assisted or represented by an Association Representative or another representative of the employee's choice.
 - (c) Be informed of the proposed length of suspension, if appropriate.
 - (d) Be informed of the proposed classification to which the Employee may be demoted, the new salary rate, the Immediate Supervisor or Appropriate Administrator, and the job location, if appropriate.
 - (e) A statement indicating that the Employee's signature does not suggest agreement with the contents of the notification, but merely signifies that the employee has read the notice.
- C. A Regular Status Employee may be suspended without pay up to a maximum of ten (10) Working Day by the District. Suspensions shall be for consecutive work days except by mutual agreement between the Employee and the District.
- D. No demotion shall be taken as a disciplinary action if an Employee in a lower class will be laid off by reason of the action.
- E. An Employee who is involuntarily demoted as a disciplinary measure shall be placed on the step of the salary range that the Employee would have achieved in the position to which the Employee is demoted.

35-5 Suspension Without Pay Pending Criminal Investigation

- A. The District may suspend a Regular Status Employee immediately and without pay for an indefinite period upon the arrest of an Employee for a felony or for a misdemeanor involving a moral turpitude pending resolution of the charge by appropriate authorities. If the District suspends an employee without pay pending the outcome of a criminal prosecution, the District shall award the employee back pay for the duration of the suspension if:

1. The charges against the employee are dismissed;
2. The employee is found not guilty at trial; or
3. The employee is not subjected to punitive action in connection with the alleged misconduct.

35-6 Document Removal

Disciplinary documents shall be removed from the Employee's Personnel File upon the written request of the Employee or their representative according to the following schedule:

Written Reprimands: One (1) year;
 Suspensions of one (1) to (5) days: Two (2) years; and
 Suspensions of six (6) or more days and demotions: Three (3) years.

ARTICLE 36 **Special Allotment**

normal uniform in performance of his/her duty will receive that special clothing or will receive an allowance determined by the District to purchase clothing that meets the specifications of the District. Except as provided below, the District shall replace uniforms and special clothing as needed. New Employees or newly promoted Employees will be issued the following: sergeants and patrol officers will receive five Class B uniform pairs of pants, five Class B uniform short-sleeve shirts, five Class B uniform long-sleeve shirts, one Class A uniform pant, one Class A uniform long-sleeve shirt, one clip-on tie, one patrol jacket. Bike/campus officers will receive five bicycle pants/shorts combo or five bicycle pants, five bicycle shorts, five Class B uniform short-sleeve shirts, five Class B long-sleeve shirts, one Class A uniform pant, one Class A uniform long-sleeve shirt, one clip-on tie, one bicycle jacket. Motorcycle Officers shall receive a \$100 annual boot allowance.

All sergeants and officers shall be issued one uniform breast badge, one flat badge and one name plate. The replacement of any of the above shall be as needed as determined by the Chief or Chief's designee. All uniform patches and/or insignias to be worn on/attached to any items of clothing must be provided by the District to the individual member upon reasonable request. Retroactive to July 1, 2020, all employees who have completed one year of service will receive an annual payment in the sum of \$1,500 for replacement of uniforms in order to clean, maintain, and when necessary due to normal wear and tear replace the above listed items of uniform or special clothing.

This uniform allowance will be payable every July 1 to those employees who have completed one year of service. Employees who have not completed one full year of service as of July 1 will receive a prorated amount.

The District will identify the manufacturer(s) of such uniforms and/or special clothing which meet the standards established by the District. Employees may purchase any replacement uniform items or special clothing from any provider/vendor so long as it is an identified and School District approved item and manufacturer. Any articles of clothing which are damaged at work and/or in connection with an employee's work or duties will be replaced by the District as long as the damage is reported to the School District by the end of the employee's next work day, or if not reported on a timely basis will be purchased by the employee.

Employees whose uniforms or special clothing are found to be out of the standards set by the appropriate General Order (currently GO 220) will be notified of the noncompliance by their

EXHIBIT 3

EXHIBIT 3

COLLECTIVE BARGAINING AGREEMENT

between

**Las Vegas Metropolitan
Police Department**

&

**LAS VEGAS POLICE PROTECTIVE
ASSOCIATION**

July 1, 2023 – June 30, 2026

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ARTICLE 3 - DEFINITIONS

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

ARTICLE 4 - ASSOCIATION SECURITY

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

Such funds shall be remitted by the Department to the Treasurer of the Association within one (1) month after such deductions. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1, except that authorization may be withdrawn by an employee during a period of 20 days each year ending October 20. Members of the bargaining unit who are promoted to sergeant may withdraw their payroll deduction authorization during the first 30 days following their promotion, regardless of the date, but thereafter are limited to the same withdraw period set forth above.

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

4.2 Hold Harmless. The Association agrees to indemnify and hold the Department harmless against any and all claims, suits, orders, or judgments brought or issued against the Department as a result of any action taken or not taken by the Department in conformance with the provisions of this Article.

4.3 Errors. The Association agrees to refund to the Department any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

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 e-mailed to the Association office.

Notification to the Association and employee shall be completed the same business day. If the notice is e-mailed to the Association any time after 3:00 p.m. on the last business day of the week, the Association shall also receive telephonic notification. If no telephonic notification is provided, there shall be at least one intervening business day between the e-mailing of the notice and the interview.

- A. The parties recognize the rights of all police officers under NRS 289 (Attachment B). The Association will receive a copy of all notices and summaries of any internal investigation of an employee at the time the notice and summary are sent to the employee via e-mail or 1000 miler.
- B. Employees called for a witness interview in an investigation will have the same rights as subject employees and will be entitled to representation during any interview.
- C. The parties agree that on any investigation conducted pursuant to NRS 289, a summary of facts will be provided to the subject employee who is to be interviewed. For purposes of this section, "summary" means a description of the allegation, with the locations, time, and date. If the location, time, or date are unknown, the notice will so state. If there are multiple allegations, then the summary of facts must address all of the allegations and include a description of the misconduct or performance problem.

The Association may raise issue with the named investigator as required by NRS 289 if it is believed there is a conflict of interest. In such instance, the matter shall be presented to the Bureau Commander of Professional Standards and his/her decision regarding the matter shall not be appealable.

- D. When alleged employee misconduct is discovered during the course of an internal investigation unrelated to the original matter under investigation, a second complaint number will be obtained, and a separate investigation initiated into the unrelated misconduct. This provision will not apply if it is determined an employee was untruthful during the investigation. In such instances, the finding will be "misconduct not based on complaint".
- E. When the Department receives notice of a complaint against an employee, that employee will be notified as to the existence of the complaint through the employee's chain of command as expeditiously as practicable. Such notice shall be made via e-mail or 1000 miler. In situations where covert actions may be necessary to properly engage an investigation, no notice will be given to the employee until those actions are completed. Additionally, the parties agree that notice will only be necessary when it is determined an investigation will be undertaken. This alleviates the need for any notice while a supervisor or IA is conducting a preliminary review to determine if an investigation should go forward.
- F. Untruthfulness during an internal investigation is defined as the willful making of a knowingly false statement of material fact. This finding shall be reviewed and approved by the Assistant Sheriff responsible for the Office of Internal Affairs prior to a disposition being sent out.
- G. When the Department possesses information or facts which contradict an employee's recollection of those facts under investigation, the investigator will allow the employee an opportunity to explain an answer or refute the negative implication of his/her recollection after informing the employee of the specific contradiction(s).
- H. When the Department possesses information in an electronic, audio, video, or written format, the investigator will allow the employee an opportunity to explain an answer or refute the negative implication of his/her recollection after the employee is given the opportunity to review the media evidence.
- I. On any statement, report, or document prepared at the direction of the Department for an internal investigation, the protections afforded to employees pursuant to NRS 289 and under the doctrines set forth in *Garrity v. New Jersey*, 385 U.S. 493 (1967), will apply to all employees.
- J. Employees, whether a witness or subject employee, will receive 48-hours' notice of an interview unless such notice is specifically waived in writing with the employee's signature. If a subject employee waives the notice period, this waiver must also be approved by the Association. A reasonable extension will be granted for a subject employee at the request of the Association.
- K. As a guideline, no interview session will extend more than four (4) hours unless the employee agrees to more time in one 24-hour period. Regular breaks will occur during the interview based on any person's request attending the interview.
- L. When charged with a criminal offense, the Department may, at the employee and the Association's request, waive an interview of the subject employee if there are sufficient facts present to make a fair determination in the case.
- M. The Association, an employee, the Internal Affairs Bureau, or Labor Relations may suggest that a case meets the criteria where a formal investigation may be waived. If the parties agree to the alleged allegation and the appropriate level of discipline, the investigation and any subsequent right to the grievance procedure will be waived. If an employee accepts an expedited investigation the purge date will start the date Labor Relations receives the signed expedited agreement.
- N. An employee may be relieved of duty without pay when the employee has been criminally indicted or arrested and approved for prosecution for a felony offense under state or federal law.

City of Las Vegas (Respondent)

Reply in Support of
Motion to Dismiss Complaint
or Alternatively Defer the Complaint

FILED
August 18, 2025
State of Nevada
E.M.R.B.
5:06 p.m.

JEFFRY M. DOROCAK
City Attorney
Nevada Bar No. 13109
By: MORGAN DAVIS
Senior Assistant City Attorney
Nevada Bar No. 3707
By: MICHELLE DI SILVESTRO ALANIS
Deputy City Attorney
Nevada Bar No. 10024
495 South Main Street, Sixth Floor
Las Vegas, NV 89101
(702) 229-6629 (office)
(702) 386-1749 (fax)
Email: malanis@lasvegasnevada.gov
Attorneys for CITY OF LAS VEGAS

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

STATE OF NEVADA

LAS VEGAS PEACE OFFICERS
ASSOCIATION,

Complainant,

vs.

CITY OF LAS VEGAS,

Respondent.

CASE NO. 2025-011

**RESPONDENT'S REPLY IN SUPPORT OF MOTION TO DISMISS COMPLAINT OR
ALTERNATIVELY DEFER THE COMPLAINT**

Respondent, City of Las Vegas (hereinafter referred to as "CITY"), by and through its attorneys of record Jeffry M. Dorocak, City Attorney, by Morgan Davis, Senior Assistant City Attorney, and by Michelle Di Silvestro Alanis, Deputy City Attorney, files this Reply in Support of its Motion to Dismiss or Alternatively Defer the Complaint filed by the Las Vegas Peace Officers Association ("LVPOA"). This Reply is made and based upon NAC 288.240 and NAC 288.375(2).

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 The gravamen of this action is the interpretation or application of Article 4 of the CBA
4 which defines suspensions. Interpretation or application of a provision of the CBA is subject to
5 arbitration and not properly before this Board. Any disagreements about the interpretation,
6 application or alleged violation of the CBA are considered grievances which are subjected to the
7 5 step grievance procedure in the CBA that provides the right to arbitration. LVPOA filed a
8 grievance but has also filed the instant action. Everything described in LVPOA's opposition is
9 grievable and should be subject to arbitration. There are no special circumstances to allow LVPOA
10 to avoid its contractual remedies, thus this matter should be dismissed. Alternatively, this matter
11 should be deferred under the Limited Deferral Doctrine which requires the EMRB to defer to the
12 administrative remedies set forth in the CBA. Lastly, LVPOA admits that the arbitration in this
13 matter is in the process of being scheduled which further supports that they have not exhausted
14 their administrative remedies and that this matter should be dismissed or deferred.

15 **II. LEGAL ARGUMENT**

16 **A. LVPOA has failed to show any special or extreme circumstances exist to**
17 **excuse them from exhausting their administrative remedies and avoid**
18 **dismissal.**

19 The disagreement in this case stems from the City placing an LVPOA member on a
20 suspension without pay pending the outcome of his criminal case and LVPOA's belief that the
21 City's action was in violation of the CBA.

22 Pursuant to NAC 288.375(2), absent a clear showing of special circumstances or extreme
23 circumstances, this Board may dismiss a matter when the contractual remedies, including
24 arbitration, have not been exhausted. "The preferred method for resolving disputes is through the
25 bargained-for grievance process, and we apply NAC 288.375(2) *liberally* to effectuate that
26 purpose." *Storey County Firefighters Ass'n, IAFF Local 4227 v. Storey County*, EMRB Case. No.
27 A1-045951, Item No. 707 (2009)(emphasis added).

28 In its Opposition, LVPOA failed to describe or establish that any special circumstances

1 exist in this case that would allow LVPOA to avoid their contractual remedies of filing a grievance
2 and proceeding to arbitration. In fact, LVPOA has filed a grievance and the parties are now
3 scheduling an arbitration. Instead of setting forth any special circumstances, LVPOA argues that
4 this matter relates to discharge and discipline which is a subject of mandatory bargaining and
5 therefore a prohibited labor practice. However, this does not establish any criteria for special
6 circumstances preventing dismissal. Thus, this matter should be dismissed as no special
7 circumstances exist to avoid dismissal.

8 **B. This matter revolves around the parties' interpretation of the CBA's**
9 **definition of suspension and does not involve discharge or discipline.**

10 The disagreement in this case is over the interpretation, application or alleged violation of
11 the CBA language. In its Opposition, LVPOA argues discharge and discipline are mandatory
12 subjects of bargaining and the City's actions are a unilateral change in discipline. However, here,
13 the LVPOA member was neither discharged nor disciplined. Instead, the member was suspended
14 without pay *pending* disciplinary action and pending his criminal case.

15 CBA, Article 4-Definitions provides:

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

18 See CBA attached hereto as Exhibit A, page 11 (emphasis added)¹.

19 LVPOA uses the term "suspension" in its Complaint at least 5 times. See *Compl. at* ¶¶ 4,
20 5, 6, 9, and prayer for relief at 2. It is clear that the parties have a disagreement on the interpretation,
21 application or alleged violation of Article 4 defining "suspensions". Because this case stems from
22 the interpretation, application or alleged violation of the contract, it is governed by Article 26,
23 Grievance Procedures, Section 3 which provides:

24 ***Any*** dispute concerning ***interpretation or application*** of an expressed
25 provision of this Agreement, departmental rules and regulations that violate
26 a provision of this agreement or are applied in an unfair or inconsistent
27 manner or a dispute regarding a disciplinary action taken against an
28 employee shall be subjected to this grievance procedure.

Exhibit A, page 46-50.

¹ This Exhibit was referred to in the City's Motion and was supposed to be attached as Exhibit A but was inadvertently left out. It is being included here for the EMRB's convenience and ease of reference.

1 Here, LVPOA has grieved the matter, but the parties have yet to go to arbitration. Thus,
2 LVPOA has not exhausted its administrative remedies.

3 Furthermore, a suspension without pay, pending disciplinary action or pending a member's
4 criminal case is neither a discharge nor discipline. Clearly a suspension is not a discharge from
5 employment as it is temporary by the plain language of the CBA. Further, the suspension in this
6 case is not *resulting from* discipline because no investigation or discipline has taken place. Instead,
7 the suspension is *pending disciplinary action* because no disciplinary action has taken place since
8 the member's criminal case is still pending. In order for this suspension to be disciplinary in nature,
9 the City is required to follow the procedures set forth in Article 25-Disciplinary Action. LVPOA
10 admits that the member has not been noticed of any investigation or disciplined as required under
11 the CBA. *See Complaint* at ¶ 8. Further, LVPOA admits that the City can dismiss for just cause
12 including conviction of a felony offense in the State of Nevada as provided for in Article 25. *See*
13 *Opps* at 3:1-7. Yet, in this case, neither a dismissal nor discipline has occurred related to the
14 criminal case. Thus, it is clear from the circumstances of this case, that the member was not
15 discharged or disciplined and this does not involve a subject of mandatory bargaining but rather
16 contract interpretation and application.

17 Moreover, the LVPOA argues that NRS 289.057(2) creates a blanket prohibition against
18 suspensions without pay. However, NRS 289.057(2) expressly does not apply to criminal matters.
19 In fact, NRS 289.090, expressly states, "the provisions of subsections 2, 3, and 4 of NRS 289.057
20 ...do not apply to any investigation which concerns alleged criminal activities." Furthermore, NRS
21 289.092 expressly states:

22 If a law enforcement agency suspends a peace officer without pay pending
23 the outcome of a criminal prosecution, the law enforcement agency shall
award the peace officer back pay for the duration of the suspension if:

- 24 1. The charges against the peace officer are dismissed;
- 25 2. The peace officer is found not guilty at trial; or
- 26 3. The peace officer is not subjected to punitive action in connection
27 with the alleged misconduct.

28 The goal of statutory interpretation "is to give effect to the Legislature's intent." *Hobbs v.*

1 *State*, 127 Nev. 234, 237, 251 P.3d 177, 179 (2011). To ascertain the Legislature’s intent, the
2 Nevada Supreme Court looks to the statute’s plain language. *Id.* “[W]hen a statute’s language is
3 clear and unambiguous, the apparent intent must be given effect, as there is no room for
4 construction.” *Edgington v. Edgington*, 119 Nev. 577, 582–83, 80 P.3d 1282, 1286 (2003). The
5 Supreme Court “avoid[s] statutory interpretation that renders language meaningless or
6 superfluous,” *Hobbs*, 127 Nev. at 237, 251 P.3d at 179, and “whenever possible ... will interpret a
7 rule or statute in harmony with other rules or statutes,” *Watson Rounds v. Eighth Judicial Dist.*
8 *Court*, 131 Nev. 783, 789, 358 P.3d 228, 232 (2015) (quotation marks omitted). The Court “has a
9 duty to construe statutes as a whole, so that all provisions are considered together and, ... will seek
10 to avoid an interpretation that leads to an absurd result.” *Smith v. Kisorin USA, Inc.*, 127 Nev. 444,
11 448, 254 P.3d 636, 639 (2011) (internal quotation marks omitted).

12 Based on the law governing statutory interpretation, NRS 289.057 would need to be read
13 harmoniously with NRS 289.090 and NRS 289.092. Reading the statutes harmoniously shows that
14 the City can suspend an employee without pay pending a criminal case. Based on the plain
15 language of the CBA and interpreting it with NRS 289.090 and NRS 289.092, the issues in this
16 case are ripe for the arbitrator. As stated above, the CBA expressly provides for suspensions
17 without pay and any dispute concerning the interpretation or application of the expressed provision
18 of the CBA, the rules or regulations should follow the CBA’s grievance procedure.

19 Moreover, if the LVPOA member feels that the City has aggrieved his rights under the
20 Peace Officer Bill of Rights as found in NRS Chapter 289, he can apply to the district court for
21 judicial relief. *See* NRS 289.120.

22 Based on the foregoing, this matter should be dismissed pursuant to NAC 288.375 as this
23 Board did in *LVPOSA v. City of Las Vegas*, EMRB Case No. 2024-036.

24 **C. Alternatively, this matter should be deferred until the contractual remedies**
25 **have been exhausted.**

26 If this Board is not inclined to dismiss, this case should be deferred until after the
27 exhaustion of the contractual remedies i.e. arbitration. Everything described in LVPOA’s
28 opposition is grievable and should be subject to the contractual remedies including Arbitration.

1 The EMRB has adopted a “limited deferral doctrine” with regard to disputes arising under labor
2 agreements. *I.A.F.F. #731 v. City of Reno*, EMRB Item No. 257, Case No. A1-045466. Under the
3 limited deferral doctrine, in order for the Board to consider a complaint involving an alleged
4 contractual violation, the Complaint must establish that the violation constituted a prohibited
5 practice under NRS 288. *Reno Police Protective Association v. Reno Police Department, City of*
6 *Reno*, EMRB Item No. 415, Case No. A1-045626. However, it’s the Board’s policy to encourage
7 parties to exhaust their remedies under the contractual dispute resolutions systems contained in
8 their collective bargaining agreement *before* seeking relief from the EMRB. *Id.*

9 Here, the dispute is nothing more than an alleged contractual violation and the matter
10 should be deferred to the arbitration currently being scheduled this case. As set forth in *Reno Police*
11 *Protective Association*, it is the Board’s policy to encourage parties to exhaust their administrative
12 remedies unless there is a clear showing of special circumstances or extreme prejudice.

13 LVPOA argues there would be no reason for the requirements of NAC 288.250(1)(c) if
14 dismissal were appropriate. LVPOA’s argument is without merit. When filing a Prehearing
15 Statement NAC 288.250(c) requires:

16 A statement of whether there are any pending or anticipated administrative,
17 judicial or other proceedings related to the subject of the hearing and, if so,
18 a description of the manner in which those proceedings may affect the
19 hearing and an opinion concerning whether the hearing should be stayed
20 pending the outcome of any such proceedings.

21 The fact that NAC 288.250(1)(c) requires the parties to make a statement of whether there
22 are pending or anticipated administrative, judicial or other proceedings related to the subject
23 hearing is not conclusive that this matter should be heard by the EMRB. It is simply requiring
24 parties to keep the EMRB apprised of related matters. This is not uncommon with litigated matters.
25 Notifying the EMRB of a pending matter, does not equate to granting the EMRB jurisdiction or
26 requiring the EMRB to hear a matter.

27 LVPOA has not exhausted its administrative remedies nor have they shown special
28 circumstances. Thus, this matter if not dismissed, should be deferred under the EMRB’s limited
deferral doctrine. LVPOA has agreed to defer pending the outcome of arbitration if the City’s

1 Motion is not granted.

2 **III. CONCLUSION**

3 The Complainant's entire Complaint centers on whether the CITY violated the CBA. The
4 CITY strongly disagrees that its actions were in violation of the CBA and asserts that the acts in
5 question were all taken in compliance with the CBA. Nonetheless, the issues presented all pertain
6 to questions of CBA interpretation, which are covered by the grievance process. This Honorable
7 Board has repeatedly applied the limited deferral doctrine requiring exhaustion of contractual
8 remedies before seeking relief from the EMRB. This Honorable Board should continue to follow
9 that precedence and not take jurisdiction of this matter, which is ripe for arbitration.

10 DATED this 18th day of August, 2025.

11 JEFFRY M. DOROCAK
12 City Attorney

13 By: /s/ Michelle Di Silvestro Alanis
14 MORGAN DAVIS
15 Senior Assistant City Attorney
16 Nevada Bar No. 3707
17 MICHELLE DI SILVESTRO ALANIS
18 Deputy City Attorney
19 Nevada Bar No. 10024
20 495 South Main Street, Sixth Floor
21 Las Vegas, NV 89101
22 Attorneys for CITY OF LAS VEGAS
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on August 18, 2025, I served a true and correct copy of the foregoing
REPLY IN SUPPORT OF MOTION TO DISMISS COMPLAINT OR ALTERNATIVELY
MOTION TO DEFER THE COMPLAINT via electronic mail (or, if necessary, by United States
Mail at Las Vegas, Nevada, postage fully prepaid) upon the following:

Adam Levine, Esq.
Law Office of Daniel Marks
610 S. Ninth Street
Las Vegas, NV 89101
alevine@danielmarks.net
*Attorneys for the Las Vegas Peace
Officer's Association*

/s/ Kelli Hansen
AN EMPLOYEE OF THE CITY OF LAS VEGAS

EXHIBIT A

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAS VEGAS

&

**LAS VEGAS PEACE OFFICERS
ASSOCIATION**

Department of Public Safety
Correction Officers
Commissioned Officers Unit

July 1, 2022 – June 30, 2025

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PREAMBLE

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

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

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

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

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

NOW, THEREFORE, the parties do agree as follows:

ARTICLE I - RECOGNITION

Pursuant to the provisions of the Local Government Employee Management Relations Act, Chapter 288, Nevada Revised Statutes as amended, the City of Las Vegas (hereinafter call the "CITY") recognizes the LAS VEGAS PEACE OFFICERS ASSOCIATION (hereinafter call the "ASSOCIATION") as the exclusive representative of the eligible Department employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the Department employees in the bargaining unit.

The City and the Association agree that, members of the Bargaining Unit who have "Peace Officer" status are covered by NRS 289 (Rights of Peace Offices). Both parties will also comply with future legislative changes to NRS 289. Those changes, if any, will supersede the rights listed below.

Section 1. Classifications

The City and the Association agree that the following classifications are represented by the Association:

Corrections Officer
Corrections Sergeant

Section 2. Community of Interest

It is agreed that the Association shall represent any employees within classifications created by the City that are within the Association's community of interest.

(A) New Classifications Bargaining Unit Determination

The following method shall be used to determine eligibility of including new classifications in the bargaining unit.

When a new classification is created to be in the Department of Detention and Enforcement, the Human Resources Department will make an initial determination if the classification is to be included or excluded from the Association's bargaining unit. The Human Resources Department will notify the Association of the decision, in writing, and the Association will have fifteen (15) working days from receipt of the notice to raise an objection. If there is an objection, the Association will proceed as outlined below.

Disputes regarding inclusion or exclusion of a position or classification in the bargaining unit shall be resolved as follows:

The Association shall notify the City, in writing, of any disagreement regarding a classification the Association believes belongs to the bargaining unit. The City and the Association shall meet and confer and attempt to resolve this disagreement. This discussion shall take place prior to the filing of any complaint with the Local Government Employee-Management Relations Board, and shall not, in any way, infringe on any right guaranteed to either party in front of that Board subsequent to such discussion with regard to the filing of any complaint or request for action or shall it be construed to be an admission of any type by either party for use in front of that body or any other body. If disagreement still exists after thirty (30) calendar days, the Association may then appeal the classification decision or proposal of the City to the Local Government Employee-Management Relations Board as provided in NRS 288.170.

(B) New Classifications - Specifications

When the specifications of a new classification which is to be covered by this Agreement are proposed, the Human Resources department will notify and discuss with representatives of the Association the proposed new classification and provide a copy of the recommended specifications at least seventy-two (72) hours prior to the Civil Service Board meeting agenda being posted.

(C) New Classifications - Conditions of Employment

The conditions of employment, other than wages, for any new classifications created within the Association's community of interest, shall be governed by the terms of this Agreement. Wage scales for such new classifications shall be determined as follows:

Should it be determined that a new classification is within the Association's community of interest, and the wage analysis performed by the HR Compensation activity is unacceptable to the Association, the parties shall immediately enter into collective negotiations to arrive at an agreement on the subject of wages for such new classification. If within thirty (30) calendar days after the start of wage discussions, the parties have not reached mutual agreement, they shall proceed to the Grievance and Arbitration Procedure.

Section 3. Changes in the Classification's Specifications

When there are changes in classification specifications covered by this Agreement, the Human Resources Department will notify and discuss with representatives of the Association the recommended changes seventy-two (72) hours prior to the Civil Service Board meeting agenda being posted.

ARTICLE 2 - CHECK OFF

The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the Association dues and is so certified by the Treasurer of the Association. The City will be notified of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.

The City shall remit such funds to the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the months of April or October by the employee giving written notice to the City and the Association, or upon termination of employment.

ARTICLE 3 - NO STRIKES

The Association agrees that there shall be no strikes under any circumstances. Employees shall continue to furnish efficient service within all areas of assigned responsibility.

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

ARTICLE 4 – DEFINITIONS

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

The City and the Association agree that the Civil Service Rules of the City shall be the general rules by which the City administers its duties and rights with respect to the conditions of employment of Association members except as hereinafter provided.

It is the continuing policy of the City and the Association that the provisions of this Agreement shall be applied to employees without regard to sex, race, color, religion, age, national origin, political affiliation, sexual orientation, or disability.

Most of the following definitions or terms used in this Agreement are derived from the City of Las Vegas Personnel Policies Manual, the City of Las Vegas Civil Service Rules, the Nevada Local Government Employee-Management Relations Act, the Nevada Industrial Insurance Act, or the Nevada Occupational Safety and Health Act. Where any conflict is found between the following defined terms and the terms as described in the Nevada Revised Statutes and Amendments thereto, the definitions as set forth in the Nevada Revised Statutes and Amendments thereto shall control.

The following are definitions of terms used in this agreement.

Abuse of Sick Leave: The use of sick leave for purposes other than the legitimate uses of sick leave listed in Article 14 - Sick Leave of this contract.

Administrative Employee: Any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, deputies, immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs.

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

Assignment Differential Pay (ADP): Temporary monetary compensation paid to commissioned personnel who are working in the applicable assignment categories.

Base Salary: Remuneration received by the employee in accordance with the rates specified on the appropriate salary schedule or other compensation plan in effect for any one employee or group of employees.

Bereavement Leave: Leave granted to an employee to attend the funeral and/or for bereavement purposes for a member of the employee's immediate family.

Call-Back: When an employee is called back to work during off-duty hours after the employee has left the normal duty location.

Classification: A group of positions, which have essentially similar duties and responsibilities, is allocated to the same salary range, and is designated by the same general title.

Classifications Specifications: A written description of the work required of positions in the classification that includes the classification title, definition, authority, examples of duties and responsibilities, and minimum or desirable qualifications. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position.

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

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

Domestic Partner: Defined by meeting the following criteria:

- A. Share the same permanent residence, AND
- B. Have a close personal relationship, AND
- C. Are jointly responsible for basic living expenses, AND
- D. Are single or divorced, AND
- E. Are eighteen (18) years of age or older, AND
- F. Are not related by blood, AND
- G. Are each other's sole domestic partner and are responsible for each other's common welfare.

Emergency: A riot, facility death, serious bodily injury, escape or natural disaster but does not include a shortage in minimum staffing requirements.

Emergency Leave: Leave that may be granted after a request for immediate leave that, by the nature of the condition prompting the request, could not have been predicted in advance of need and been scheduled in accordance with normal departmental policy. Emergency leave may not be used in lieu of an employee's accrued sick leave.

Extended Sick Leave: Extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from disabling illness or injury or other recognized use of sick leave for more than five (5) working days.

Family Leave: Leave taken under the auspices of the Family Medical Leave Act of 1993, amended in 2009.

Freeze: When employees are required (mandated) to work beyond their scheduled shift. The employee must work a minimum of 15 minutes beyond their regularly scheduled work shift, to be considered "frozen".

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

Grievance: A complaint regarding wages, benefits, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or interpretation and application of this Agreement.

Holiday: A day set aside for the special observance of a memorable event or occasion as referenced in NRS 236.

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

Immediate Family: Current spouse or domestic partner, parent, brother, sister, children, (including step, adopted and foster relationships), grandchild, grandparent, current mother/father-in-law, current sister/brother-in-law, current son/daughter-in-law.

Job-Related Disability: Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 616 & 617.

Just Cause: A factual reason cited by the City that is used to issue disciplinary action. Just cause is defined in the discipline article of this contract.

Negotiations: The process of collective bargaining between the City and the Association that determines the contract between the City and the Association.

New Employee: For purposes of compensation, "New Employee" is defined as those hired after June 26, 2011.

Normal Work Period: An employee's normal paid, bi-weekly work period shall be eighty (80) hours.

Overfill: Temporarily filling a position that has been budgeted at one level with an employee who is in a higher classification than that for which the position was budgeted.

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

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

Probationary Employee (Initial Hire): An employee who has not completed the probationary period of employment and whose permanent appointment has not been confirmed. The probationary period for a new employee shall be twelve (12) months from the date of hire.

Promotion: A change of an employee from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the employee or reallocation of the position.

Qualifying Period: Any person transferred, or promoted to a non-temporary classified position in the City of Las Vegas is required to serve a probationary qualifying period of not less than twelve (12) months prior to confirmation of the transfer or promotion.

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

Reclassification: The movement of an employee from one classification to another classification on the same salary grade within the same bargaining unit.

Redaction: The process by which City Management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an employee, from all City files.

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

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

Salary Step: An increment within a salary grade that designates a specific pay rate as on the appropriate salary schedule.

Service Date (Anniversary Date): Usually the actual date of hire, an employee's service date is that date which reflects the length of active non-hourly employment with the City of Las Vegas. For purposes of determining seniority, longevity, or other matters associated with length of active employment, the service date shall be adjusted to reflect any periods of leave without pay in excess of thirty (30) consecutive calendar days.

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

Step Increase: A salary increase from one step within a salary grade to a higher step within the salary grade. (also known as within-grade increase)

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

Temporary Employee: "At-will" employees hired for a term not to exceed two thousand eighty (2,080) hours in any twenty-four (24) month period. Temporary employees may be appointive or classified employees and may be hired on a full time or part-time basis.

Termination: The separation of an employee from employment with the City of Las Vegas.

TILO (Time in Lieu of): The accrual of paid time off at time and one-half, due an employee in exchange for time worked in excess of the employee's normal workweek.

Trainee: An employee hired in an entry-level position who is assigned the task of learning the specific requirements of a position and/or classification. Trainees hold probationary status and may not remain in the trainee position for longer than twelve (12) months.

Transfer: The formal movement of an employee or a position from one department to another department without any change to the classification of the position.

Underfill: Temporarily filling a position that has been budgeted at one level with an employee who is in a lower classification than that for which the position is budgeted.

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

Worksite: The areas under the jurisdiction of the Detention Center.

ARTICLE 5 - MANAGEMENT RIGHTS

The City and the Association agree that management officials of the City possess the sole right to operate the City and that all management rights remain with these officials.

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiations include:

- (1) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
- (2) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to Paragraph (V) of Subsection 2 of NRS 288.150 and to Article 21 "Reductions in Force" of this contract.
- (3) The right to determine:
 - (a) Appropriate staffing levels and work performance standards except for safety considerations.
 - (b) The content of the workday, including, without limitation, workload factors, except for safety considerations.
 - (c) The quality and quantity of services to be offered to the public.
 - (d) The means and methods of offering those services.

(4) Safety of the Public

Notwithstanding this Agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency as defined in this paragraph as riot, military action, disaster, civil disorder, or matters of similar magnitude. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this Subsection shall not be construed as a failure to negotiate in good faith.

The City shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, taxpayers and employees.

ARTICLE 6 - ASSOCIATION/MANAGEMENT COOPERATION

Section 1. Non-Discrimination

Neither the City nor the Association shall discriminate against any employee covered by this Agreement in a manner that would violate any state or federal laws.

Section 2. Employee and Association Rights

(A) The City and the Association agree that employees eligible for membership in the Association shall have the right to freely, and without fear of penalty or reprisal, to form, join, not join, resign from, and/or assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or representative. The presentation of the Association's position to the officials of the City shall not be grounds for any punitive action unless such presentation is done in an illegal or reprehensible manner. The City and the Association shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this provision and/or any City, State, or Federal statute.

(B) The Association will designate employees to serve as Association representatives and stewards. The Association shall notify the City, in writing, of these representatives. Each representative shall be allowed to serve in his/her capacity as a representative. Those duties being defined as:

- 1) The investigation of a bargaining unit member's grievance;
- 2) Representation of a member/grievant at any step of the grievance procedure; and,
- 3) Consultation with duly accredited representatives of the Association who are not employees of the City.

(C) The conduct of Association representative business shall be such as not to unduly interfere with other employees' duties. Association representatives must check with a Lieutenant or designee before contacting the employee in order to identify himself/herself and to make arrangements to communicate with a particular employee.

(D) Whenever practical, all representatives shall notify their Shift Lieutenant or designee a minimum of 48 hours prior to the time they wish to conduct appropriate business. Representatives shall be relieved of duty with pay for the time requested unless operational demands preclude permission to leave the work location being granted or if they do not provide sufficient advance notice. The employee, as provided herein, shall not abuse use of representative time off with pay; and the supervisor or designee will not unreasonably withhold use of said time.

(E) The City shall have available, in an open and easily accessible place, copies of or computer access to all Civil Service Rules, Personnel Policies Manual, Department rules,

regulations and policies that affect employees' employment with the City. At least seven (7) calendar days prior to the implementation, copies of proposed new or revised rules, regulations and policies shall be delivered to the Association. In the event of an emergency, new or revised rules, regulations or policies may be implemented immediately.

(F) All the rights guaranteed under the Constitution and laws of the United States of America, the Constitution of the State of Nevada and the Nevada Revised Statutes, are applicable to the employees covered by this Agreement.

Section 3. Information Lists

The City shall provide the Association, on a monthly basis, the following information:

- New Hires within the Department by name, classification, and division.
- Alphabetical listing of Department employees by name, which will also show classification, and division of employee.
- Promotion, Separation, Transfer Lists - all employees by name, classification, and division. The list shall show the "from and to" classification in the case of promotions and the "from and to" department/division in the case of separations and transfers.
- A copy of the Underfill/Overfill report for current department employees that includes at least the employee's name, position title, and division.
- Open and Promotional Eligibility Lists for represented classifications.

All information furnished on the above outlined lists is for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the expressed written approval of the City.

In addition, the City shall provide the President of the Association complete annotated Civil Service Board agendas at the same time and in the same manner as it is provided to the Civil Service Board members.

Section 4. Rules and Regulations vs. Contract

The City and the Association agree that a number of documents govern the administration and compensation of City employees. In order of authority, they are:

1. The Nevada Revised Statutes;
2. The Charter of the City of Las Vegas;
3. The Collective Bargaining Agreements between City and its recognized bargaining units;
4. The City of Las Vegas Civil Service Rules;
5. The City of Las Vegas Personnel Policies Manual.

The City and the Association agree that in the event any inconsistencies arise between departmental rules and regulations and this Agreement, the Agreement controls.

The City and the Association further recognize that the matters covered by departmental rules and regulations include matters that are and are not subject to mandatory

bargaining under the provisions of Nevada Revised Statutes, Chapter 288. The City and the Association also recognize that these rules and regulations are subject to change by the Department Head(s), provided that any changes shall not affect subjects of mandatory bargaining without prior negotiations.

ARTICLE 7 - BULLETIN BOARDS & MEETING SPACE

Section 1. Bulletin Boards

It is the right of the Association to use the provided space on the bulletin boards for the posting of notices concerning Association business. The City will provide the Association with at least one bulletin board in a common area on the work site or work sites as agreed to by the parties.

The Association may also post notices onto the designated City computer site. Items that may be posted include meeting notices, election results, etc., but exclude any campaign related information/materials. The City agrees to maintain an e-mail group so that only members of the Association will receive notices, so as to not unduly disrupt the day to day operations of the City. The Association's access and use of the City of Las Vegas computer site will be performed in accordance with City policies.

Section 2. Meeting Space

The space for meetings that has been provided for the Association prior to this Agreement shall continue to be provided, when reasonable, during the length of this Agreement.

ARTICLE 8 – ASSOCIATION BUSINESS

Section 1. Association Membership

Membership shall be at the sole discretion of the employee. Non-members will be billed for, handling of grievances, arbitration and other legal matters incurred during the performance of their duties as a peace officer on duty. Non-members will also be responsible for reimbursement for litigation costs and attorneys fees directly incurred on their behalf. The Association will indemnify and hold the City harmless for any disputes or litigation arising out of this section of the Collective Bargaining Agreement.

Section 2. Association Officers

Any changes to the current officers or stewards representing employees under this Agreement shall be evidenced to the City in writing within ten (10) working days of the change.

Section 3. Association Leave Hours

For the purposes of representation of members within the bargaining unit, the Association shall be entitled to a reasonable and adequate number of Association officers and representatives. They shall restrict their activities to dealing with grievances and other legitimate Association business and shall be allowed up to one thousand eight hundred (1,800) collective hours of administrative leave for this purpose. However, the City is under no obligation to pay Association officers for time

spent conducting union business when they are not scheduled to work. Every effort shall be made to schedule grievance meetings and hearing during regular work hours.

This administrative leave may be used by Association officers or stewards for official union business as defined by the LVPOA, unless operational demands preclude granting permission (e.g., in some cases all board members may not be approved to attend training at the same time). Any employee approved for the use of administrative leave by the LVPOA must follow all the Standard Operating Procedures and Policies for properly requesting and executing all payroll and time and attendance records related to the use of administrative leave.

Section 4. Permission to Conduct Association Business

Association Officers must notify their supervisors of the need to leave their jobs to conduct Association business. Such time off will not be unreasonably withheld.

Section 5. Receiving Grievances

Association Officers may receive and discuss, but not solicit, complaints and grievances of employees on the premises and time of the City. Such time spent shall not interfere with the work and duties for the City of either the Association officers or the employees. Association officers and the employee or employees involved in a grievance, hearing or investigation may be granted time off for meetings with the approval of the department Chief or designee. Such meetings shall be set at a time mutually agreeable with the City and the Association.

Section 6. Negotiating Committee

Members of the Association Negotiating Committee shall be granted leave from duty, when reasonable, for all meetings between the City and the Association for the purpose of renegotiating the terms of this Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Association team members shall be relieved of duty assignments, when reasonable, for the period of each negotiation session. With the employees' agreement, employees may be assigned to different shifts because of participation in the negotiations.

Section 7. Access to Briefings

The Association is entitled to address members of the bargaining unit at briefing sessions on issues relating to the administration and interpretation of this collective bargaining agreement, legislative and insurance issues. Access to briefing sessions will be by mutual agreement of the Association President and the Department Chief or designee.

ARTICLE 9 - COMPENSATION

Section 1. Wages

The City and the Association agree that the wages paid eligible employees shall be shown in the City of Las Vegas Peace Officers Association Salary Schedules. The parties have also agreed to the following increases:

- Effective July 01, 2022, the salary schedules for Tier 1 employees will be adjusted by the annual percentage increase to CPI-U all items in West-Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the calendar year ending December 2021. The CPI is based on U.S. Bureau of Labor Statistics data (<https://data.bls.gov/timeseries/CUURN400SA0>). The adjusted percentage increase in salary schedules shall be a minimum of 2.0% and a maximum of 3.0%, plus an additional 1.5%. As such, the July 1, 2022 salary schedule adjustment for Tier 1 will be 4.5%.
- Effective July 01, 2022, the salary schedules for Tier 1 Corrections Officers will be adjusted to reflect 4.0% steps, resulting in 12 total steps. Additionally, a new step 13 (1.0%) will be added, as referenced in the salary schedules in Attachment A.
- Effective July 01, 2022, a new step 10 (1.0%) will be added to the salary schedule for Corrections Sergeants.
- Effective July 01, 2022, Tier 2 Corrections Officers will be moved to the newly adjusted Tier 1 salary schedule, as referenced in Attachment A, and be placed on the same step number that was in effect on June 30, 2022. For example, if an employee was on Tier 2, Step 2, they will move to the new Tier 1, Step 2.
- Effective July 02, 2022, the Tier 2 Corrections Officer salary schedule will be eliminated.
- Effective July 01, 2023, the salary schedules for all employees covered by this agreement will be adjusted by the annual percentage increase to CPI-U all items in West-Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the calendar year ending December 2022. The CPI is based on U.S. Bureau of Labor Statistics data (<https://data.bls.gov/timeseries/CUURN400SA0>). The adjusted percentage increase in salary schedules shall be a minimum of 2.0% and a maximum of 3.0%, plus an additional 1.5%. Based on the year to date CPI (January through June 2022), the parties believe that the annual CPI as of December 2022 will likely exceed 3.0%. In order to reach finality and to avoid uncertainty, the parties agree that the July 01, 2023 salary schedule adjustment will be 4.5%.
- Effective July 01, 2024 and for each successive year thereafter, the salary schedules for all employees covered by this Agreement will be adjusted by the Annual Consumer Price Index that is published by the Bureau of Labor Statistics for: All Urban Consumers, 12-month Percent Change, Not Seasonally Adjusted, All

Items in West, Size Class B/C (Series ID CUURN400SA0), from the immediately preceding completed full calendar year. The adjusted percentage increase in salary scheduled shall be a minimum of 2.00% and a maximum of 3.00%.

- Effective July 01, 2024, the top step of all salary schedules will increase by 1.0%.

Section 2. Step Increases

(A) Effective July 01, 2022, annual salary step increases for all eligible employees on the Corrections Officers salary schedule shall be 4.0% unless the top step is less than 4.0%. Annual salary step increases for all eligible employees on the Corrections Sergeant salary scheduled shall remain at 5.5%, unless the top step is less than 5.5%.

Section 3. Longevity Pay

(A) The longevity pay for employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (1/2 of 1%) increase of the base salary until a maximum of ten percent (10%) has been reached for twenty (20) years of continuous employment with the City of Las Vegas. Longevity pay shall become effective on the hiring anniversary date of employees. Overtime or any other incentive payments shall not be considered in the calculation of the percentages of longevity pay.

(B) Employees hired or rehired after January 1, 2004, shall receive a longevity payment equal to three percent (3%) of their base salary on the completion of ten (10) years of continuous service with the City. For each year of continuous service thereafter, each employee will receive an additional one-half of one percent (1/2 of 1%) until a maximum of ten percent (10%) has been reached. Longevity is not part of an employee's base salary but rather a separate pay category, paid bi-weekly.

(C) All employees hired on or after Jun 26, 2011 are not eligible for the longevity benefit.

Section 4. Acting Pay

Employees who are required to assume temporarily the full responsibilities of a position of a higher salary grade shall be paid at a rate equal to five percent (5%) higher than the employee's current base salary or the minimum rate of the salary grade for the classification in which the employee is acting, whichever is greater for the duration of the assignment. Acting pay for periods in excess of thirty (30) continuous calendar days requires the written approval of the Director of Human Resources.

Section 5. Shift Differential Pay

Shift Differential is defined as the amount of compensation authorized to be paid to an employee in addition to a regular straight time hourly rate for working a complete regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 0500 hours or ends no later than 1900 hours. A regularly scheduled shift that exceeds these limits by twenty-five percent (25%) or more is entitled to shift differential pay computed at five percent (5%) of base pay

plus longevity on a 12 hour shift configuration. An employee must be assigned to work a complete shift other than a day shift to be eligible for shift differential.

Should the department implement a 3-shift configuration; the shift differential pay will be as follows:

Days = 0%

Swing = 4%

Grave = 6%

Section 6. Field Training Officer Pay

All Field Training Officers and Field Training Managers as assigned by the department and performing FTO duties will receive 8% premium pay for the performance of these duties. Selection and assignment to the FTO position will be based upon established departmental procedures.

Section 7. Stand-By Time

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

ARTICLE 10 - CLOTHING AND EQUIPMENT ALLOWANCE

Section 1. Issued Equipment

Upon successful completion of the Academy, the City shall issue to all employees the following basic uniform issue of:

- four (4) summer shirts (Short Sleeve)
- four (4) winter shirts (Long Sleeve)
- four (4) pairs of pants (Cargo Style)
- one (1) winter jacket
- one (1) tie
- one (1) pair of footwear
- required nylon gear
- one stab resistant vest (if requested by employee at conclusion of field training)

The City will also provide chemical agents and other weapons when required. There will be a reserve of chemical agents made available for which employees may exchange empty canisters for full canisters upon request. This reserve of chemical agent canisters will be stored in a method which allows it to be accessed and issued by any Sergeant on shift.

Section 2. Protective Vests

Each officer assigned to a weapons carrier assignment will be provided with a ballistic protective vest and weapon for the shift. Custom-fitted vests will be issued to officers in a weapons carrier position as determined by their profile in Telestaff immediately

upon assignment. Non-issued carrier vests (currently stored in the property room) will be sent out for professional cleaning monthly paid for by the department. The department will replace expiring vests no later than 30 days before the current vest expires.

Section 3. Uniform Clothing Allowance

The City shall provide annual uniform and footwear maintenance and replacement allowance to all uniformed personnel as shown on the following chart. Employees shall be paid quarterly for the purposes of maintaining and replacing uniforms. Payments of \$425.00 will be made on the second pay date of each quarter. Any uniform item damaged in the performance of work duties will be replaced by the City. Any uniform not damaged will be inspected no less than every three years to determine whether it should be replaced. New hires shall be paid the first quarter following their hire date.

Uniforms and equipment must be maintained in good condition and shall only be worn or used on official City business or as authorized by the City.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

Section 1. Normal Work Period

The City and the Association agree that the normal paid bi-weekly working hours shall be eighty (80) hours including meal breaks.

Section 2. Meal Breaks

The City will provide a meal period of thirty (30) minutes for an 8 hour work shift; forty-five (45) minutes for a 10 hour work shift; and sixty (60) minutes for a 12 hour work shift.

Section 3. Shift Arrangement

The City reserves the right to alter or temporarily change the workweek, shift and/or hours of an employee to accommodate an employee's attendance at:

- (1) Initial Orientations
- (2) POST Academy
- (3) In-House training
- (4) Training provided out of the City or State

Whenever deviations from regular shift hours are necessary, the supervisor shall provide employees with sufficient notification prior to such deviation. Sufficient notification is deemed to be a minimum of fourteen (14) calendar days, unless the employee agrees to a shift deviation with a shorter notification period. If the new schedule needs to be changed or readjusted for any reason, it will require the employee to be notified a minimum of fourteen (14) calendar days in advance, unless the employee agrees to a shift deviation with a shorter notification period.

Section 4. Mutual Swaps

(A) Employees may be permitted to exchange hours of work with other employees in the same classification or level, performing the same type of duties in the same work area, provided:

- (1) The employees give written notice to their supervisor(s), at least seven (7) calendar days in advance
- (2) The supervisor(s) approves the exchange in writing; and
- (3) The employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime, shift differential), which they would not have otherwise received.

(B) Once approved, shift changes shall not be subjected to further review, except for operational needs.

(C) Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the swap because of illness or injury, he/she shall be required to provide a physician's return to duty statement.

(D) All swaps must be paid back within one hundred twenty (120) calendar days, not to be extended past the same bid year.

(E) Probationary employees shall be allowed to exchange hours of work with other employees.

Section 5. Work Schedule Changes

If a change in work schedule is requested or required, the Association and the Chief shall meet to discuss the proposed change prior to implementation.

The City may discontinue a work schedule, if, in good faith, and after discussions with the Association, it is determined that the current schedule is not in the best interest of the City or the department. Any change to a work schedule requires an advance notice of a period of sixty (60) calendar days.

Under any work schedule, payment for overtime and paid holidays shall be in accordance with the provisions of this Agreement.

Section 6. TILO

(A) Because the workload of some functions fluctuates both within and beyond the payroll periods, employees may work Time in Lieu of (TILO) rather than paid overtime. The purpose of TILO is to allow the employee to accumulate and to take TILO time in conjunction with workload lows, rather than be paid at the overtime rates during workload peaks.

(B) To accumulate TILO time, employees may volunteer to accept time rather than overtime pay. This TILO time will be accumulated at a time and one-half (1 ½) rate for

payment purposes. No employee can be required to accumulate TILO rather than be paid at the overtime rate.

(C) To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence.

(D) TILO accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees in the same manner as vacation and sick leave hours are reported.

(E) No employees may have an accumulated balance of TILO time exceeding three hundred (340) hours at the end of any pay period. Sixty (60) hours of TILO may be sold back annually in accordance with the Annual Sellback Provisions identified in annual leave article of this agreement.

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

Section 7. Overtime

(A) Regular Overtime-Regular overtime pay is defined as additional compensation earned by an employee who is held over on a regularly scheduled shift. Supervisors may require that employees work overtime. Employees who work longer than their normal daily hours shall be paid overtime on a time and one-half (1 ½) hourly rate basis based on their hourly rate of pay at their normal weekly working hours, including longevity, if applicable, for all overtime work.

(B) Scheduled Overtime-If an employee is required by a supervisor, to return to duty after completing a normal shift or reports to work on a day in which a normal shift is not scheduled, the employee shall be compensated for a minimum of four (4) hours or the actual time worked, whichever is greater at time and one-half (1 ½), and not subject to FLSA provisions in Section A. at time and one-half (1 ½) hourly rate basis, plus longevity, if applicable, for all overtime hours or any fraction thereof worked.

(C) Holiday Overtime-Holiday overtime is paid the same as scheduled overtime (one and one half times the employee's regular rate of pay. However, should an employee be frozen and held over beyond the normal scheduled shift hours on a designated holiday, that employee shall be paid at the rate of two and one half (2.5) times the employee's regular rate of pay for all hours they are frozen and required to work in excess of normal shift.

(D) When a vacancy exists in a Sergeant position, a Sergeant will be given priority to fill the vacancy in an overtime capacity over a Corrections Officer working in an Acting Sergeant role. Acting Sergeants will be utilized when there are not Sergeants volunteering to fill these vacancies.

Section 8. Overtime Procedures

(A) Voluntary Overtime - In an effort to reduce mandatory overtime and in an attempt to provide equal opportunity for voluntary overtime, the City and the Association agree to use the following procedure:

- 1) Pre-scheduling should be accomplished whenever possible
- 2) Supervisors should canvas on-duty staff, whenever they become aware that overtime will be necessary for the on-coming shift
- 3) A system for voluntary overtime shall be established and utilized prior to implementing mandatory overtime.
- 4) An employee who is unable to report for scheduled overtime must notify the department at least one (1) hour prior to the start of their scheduled overtime shift.

(B) Involuntary (Mandated) Overtime ("Freezing") - Involuntary overtime will be assigned on a rotating basis as stated in departmental policy. The frozen employee may coordinate with another employee to work the balance of their freeze after they have met the minimum time (15 minutes) to be credited with the freeze.

(C) Each shift will maintain a list of officers by seniority. Within the first two (2) hours of the shift, the next 5 officers up for "freezing" will be notified. When overtime is required and there are no volunteers, "freezing" will be implemented.

(D) Officers in special assignments may be included on the "Freeze" lists.

(E) No person will be required to work mandatory overtime the day prior to scheduled leave or in conjunction with RDOs.

(F) If an employee is required (mandated) to work beyond their scheduled shift for 15 minutes or more, they will be considered "frozen."

The department will make reasonable efforts to canvas on-duty employee volunteers prior to the implementation of this section of the Agreement.

Section 9. Call Back Pay

When required, the Department Head or designee may call back one or more members of the Department. For purposes of this paragraph, Call Back Pay is defined as compensation earned for returning to duty after an employee has completed his/her regular work shift, is off duty for any period of time, and then returns to duty with less than 12 hours' notice. When an employee is called back to work, the employee shall be paid overtime on a time and one-half (1½) rate basis. In addition, the employee will be paid no less than four (4) hours or the time actually worked if over the four (4) hour minimum. However, in the event the period of call back runs into an employee's normal work shift, said employee shall be paid time and one-half (1½) for only those hours worked outside of his/her normal work shift.

An employee who works less than four (4) hours on the initial call back and is then called back a second time during the initial call back period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed four (4) hours, in which case he/she shall be paid for the aggregate time worked. In the event an employee is called back for a second time after the expiration of four (4) hours from the first call-back, he/she shall be paid for a minimum of four (4) hours for each call back except as provided in the previous paragraph.

ARTICLE 12 - HOLIDAYS

The City and the Association agree that the holidays shall be:

New Year's Eve	Labor Day
New Year's Day	Nevada Day
Martin Luther King Holiday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Family Day (Day after Thanksgiving)
Juneteenth (beginning in 2022)	Christmas Day
Independence Day	

Any day that may be declared a national holiday by the President of the United States, or any day that may be declared a holiday by the Governor of the State of Nevada or the Mayor of the City of Las Vegas, unless the City is exempted from closings its operations to observe the holiday under State law.

All holidays shall be observed as dictated in NRS 236.015.

Employees wishing to have a holiday off who are normally scheduled to work, may request time off by submitting a leave request. This procedure includes special assignments. A special assignment post does not guarantee the day off.

Employees who are scheduled to work on a holiday and who are relieved of duty after reporting for duty on the holiday shall continue to receive holiday pay for the balance of their shift. No employee will be forced not to work the holiday to avoid overtime payment, excluding special assignments.

Section 1. Holiday Pay

All full-time employees shall receive holiday pay, and such time shall be computed as regular workday. In addition to straight time pay, any such employee shall be compensated at one and one-half the regular rate of pay for all hours worked on the holiday, except as provided in Article 11, Section 7(C).

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

Holidays that fall on an employee's regular day off, annual vacation or sick day, shall receive holiday compensation in cash for the holiday(s) straight time. Employees may

convert their regular Holiday straight-time pay to annual leave. Employees may volunteer to accumulate TILO equivalent to the paid overtime rather than be paid for the holidays.

PERS will be paid for all hours worked when a state recognized holiday falls on a normal workday. If an employee works on a holiday that is not their regular workday, PERS is not paid (per NRS).

ARTICLE 13 - ANNUAL LEAVE

Section 1. Purpose

The City and the Association agree that annual leave is provided to employee for the purposes of rest and relaxation from their duties and for attending to personal business. Absences not specifically covered by the provisions herewith shall be chargeable to annual leave to the extent it has been accrued or advanced.

Section 2. Accrual

Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service. Annual leave shall accrue from the date of duty to all employees, except those employed on a temporary appointment basis, in an amount equal to:

- (A) Three and eight hundredths (3.08) hours bi-weekly for first 12 months.
- (B) Four and sixty-two hundredths (4.62) hours bi-weekly for 13 months to 120 months.
- (C) Six and ninety-two hundredths (6.92) hours bi-weekly for months 121 to 180.
- (D) Seven and seven tenths (7.70) hours bi-weekly for months 181 and higher.

Section 3. Accumulation

Annual leave may be accumulated up to a maximum of two (2) times their annual accrual for those who have attained Peace Officer status prior to July 1, 2013. Those employees hired on or after July 1, 2013, or who attained Peace Officer status on or after July 1, 2013 will accrue a maximum of 250 hours. During the calendar year, any annual leave that exceeds the allowed maximum shall be forfeited at the end of the last pay period of the calendar year, unless the employee was not allowed to take or complete a vacation as scheduled or rescheduled during the last sixty (60) days of the year. Employees who were so affected shall be paid at their full salary plus longevity for all vacation hours they are required to forfeit at the end of the calendar year.

Section 4. Payout

Employees with more than six (6) months service who are separated from the City's employment are entitled to payment for unused annual leave not previously forfeited.

In the case of death of an employee during his tenure with the City, 100% of the employee's unused annual leave shall be paid to the employee's designated beneficiaries as specified in their personnel records, or if no designated beneficiary, to the employee's estate.

Section 5. Applications for Leave

Application for annual leave must be approved in advance of taking leave and shall be scheduled annually on a seniority basis. For the procedures on applying for Annual leave, refer to Article 18 Seniority; Section 2. Use of Seniority. The Departmental vacation scheduling procedures and unresolved conflicts shall be referred to the Labor/Management Committee. Employee vacations, which have been scheduled for a calendar week or more, shall not be canceled unless an emergency situation exists.

Section 6. Advanced Leave

Upon approval by the City Manager via Department chain of command, an employee may be advanced annual leave.

An employee who has taken advance annual leave beyond that accrued at the time of termination shall make restitution for such leave; either by deduction from any amount owed him by the City or by cash refund.

Section 7. Annual Sellback

Employees who have been employed in the classified service for a minimum of eighteen (18) months may elect to exchange up to eighty (80) hours of annual leave for up to eighty (80) hours pay, subject to the following conditions:

1. Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized by the City Manager.
2. Exchange privileges apply only to accrued annual leave.
3. Employees must have been in the classified service for a minimum of eighteen (18) months.

In the event of death or medical retirement under the PERS system of an employee during their tenure with the city, the employee's unused sick leave shall be computed based upon the above provisions and paid to the employee or the employee's designated beneficiaries as specified in their Human Resources records, or if no designated beneficiary, to the employee's estate. Employees may donate up to 80 (eighty) annual leave hours as entered into the city payroll system no later than 21 calendar days after the date of death.

ARTICLE 14 - SICK LEAVE

Section 1. Earning & Use of Sick Leave

All full-time employees shall accrue four (4.00) hours of sick leave bi-weekly. Employees who are in a non-pay status for a part of a pay period shall have their sick leave accumulation reduced on a prorated basis. Employees shall be paid their current hourly rate plus longevity, if applicable, for each hour of sick leave used.

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

(A) Illness or Injury. Incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or

(B) Immediate Family Care. Required to absent themselves from work to personally care for a member of their immediate family as defined in Article 4, in those medical emergencies, which require the employee's prompt attention. Immediate Family Care leave shall be taken as sick leave; such cases require approval of the Department Head. Such leave, typically, is limited to a maximum of five (5) work shifts per year.

(C) Doctor Appointment: Required to take time off from work for the purpose of keeping a personal medical appointment. Such leave shall be limited to a maximum of 4 hours for any one appointment. The initial request and any subsequent request for additional time must be submitted to and approved within 72 hours of the appointment. Such leave shall not be the sole factor in determining patterns of excessive use or abuse of sick leave for disciplinary purposes. Employees should make every effort to schedule appointments before or after work hours.

(D) FMLA-Any leave covered by the Family Medical and Leave Act as referred to in Article 15, Section 4 of this agreement.

An employee incapacitated beyond the period covered by sick leave may be granted accrued annual leave, TILO, or leave without pay by the Department Head. On the approval of the City Manager, an advance of additional sick leave with full or partial pay may be granted. In this case of sick leave depletion, annual leave or TILO shall be used in place of sick leave.

Section 2. Reporting Requirements

(A) Employees who become ill prior to the start of the workday shall call in 2 hours before the beginning of their shift when using sick leave, unless incapacitated.

(B) Employees covered by this Agreement shall be subject to the following reporting requirements for payment of sick leave:

(1) Sick Leave Request: Employees are required to file and sign a sick leave request as evidence that the reason for the employee's absence was a use of sick leave as outlined above and in the timecard policy.

(2) Certificate of Recovery and Fitness: If an employee is requested to do so by the Department Head, or his designee, a Certificate of Recovery and fitness shall be submitted by the employee upon return to work from any illness that required the use of sick leave for four (4) or more consecutive scheduled working days. Such certification shall be signed by a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 and shall state that the employee is capable of returning to work. The Department Head or his designee may require that an employee submit a Certificate of Recovery and Fitness because of excessive use of sick leave, not covered by FMLA. The employee will be notified in writing in advance when a Certificate of Recovery will be required. No such certificate of Recovery and Fitness shall be required contrary to the provisions and regulations of the Family and Medical Leave Act (FMLA) as amended 2009 and Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), 29 USC Sec. 1181 et seq.

(C) While on sick leave, an employee will normally be at a residence for the purpose of recuperating, at a medical facility, or a facility purchasing medications. Employees on extended sick leave are responsible for notifying the Department Head of their primary location and of their expected date of return to work. Extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from disabling illness or injury or other recognized use of sick leave for more than five (5) working days.

Representatives of the department will not conduct residence checks of any kind, unless an employee is a no-call, no-show or the Department has probable cause to believe that an abuse of sick leave as defined in this agreement is occurring, in which event the Department shall provide to the investigated employee and the Association a written statement setting forth the facts providing reasonable, probable cause for the residence check. This statement shall be provided to the employee and the Association within twenty-four hours of the residence check. This residence check shall be conducted only by the Department Director or their designee within the Department.

Employees shall report to work if recovery of illness is made during the normal work hours. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave may be considered evidence of abuse of sick leave and is subject to discipline up to and including termination. Supervisors may not discipline an employee in the absence of evidence that the employee is abusing sick leave. The use of sick leave shall not be a basis for downgrading an employee's performance evaluation in the absence of an actual determination that the employee's use of sick leave has, in fact, been abusive.

(D) To allow the parties the flexibility to apply progressive discipline to employees who are using sick leave in a manner that has a negative impact on other employees and operations, the parties agreed that, as a general rule, any person who uses more sick leave days per year than what he/she accrues is excessive. It is understood that the leave accrual usage comparison is not a specific standard, but merely a guideline for supervisors when assessing circumstances surrounding the absences of employees. Supervisors will be required to look at historical attendance and patterns of use in their performance counseling of the individuals. As a standard concession, the use of sick leave for funeral attendance, a scheduled medical appointment or the care of immediate family members (as described in Article 14, Section 1(b)) shall not be included in the Supervisors counseling as a negative impact, unless abuse can be proven. For the purpose of an extended illness or injury, the FMLA standard will apply. Discipline will not be applied for legitimate absences substantiated by a Physician's Certificate from a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 for extended illnesses or injuries.

Section 3. Payoff of Sick Leave

(A) Any employee hired prior to July 1, 1991 with less than twenty years continuous service, upon separation for any reason, sick leave hours shall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of

fifty percent (50%) of the accrued sick leave hours. Any employee hired prior to July 1, 1991 with twenty years of continuous service, upon separation for any reason, sick leave and hours shall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of one hundred percent (100%) of the accrued sick leave hours up to a maximum accrual of 1,000 hours.

(B) For the purpose of calculating payment of sick leave hours, employees hired on or after July 1, 1991, through June 26, 2011, will have a cap of 840 hours. Employees shall receive payment for one-half the amount of unused sick leave accrued, up to a maximum payment for 420 hours, upon separation, after five (5) years of continuous full-time service. Said payment shall be computed as follows: one-half (1/2) of the employee's accumulated sick leave hours, up to a maximum accrual of 840 hours, and paid at the employee's hourly rate including longevity and shift differential (if applicable) at the time of separation. Employees hired after June 26, 2011 shall have a maximum accrual of 600 hours. However, employees shall receive payment for one-half the amount of unused sick leave accrued, up to maximum payment for 210 hours, upon separation, after ten (10) years of continuous full-time service. Employees will be paid at the employee's hourly rate including shift differential (if applicable) at the time of separation.

(C) On the first payday of December of each year, the City shall "buy back" one-half (1/2) of all sick leave hours accrued above the 840 hour maximum payoff limit, during that calendar year by said employees. The one-half (1/2) sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "bank" and part of the total sick leave accrual of the employee, but shall not be eligible for pay-off at any time, including separation. Sick leave "bank" hours shall be used only upon exhaustion of all other sick leave hours. Employees hired after June 26, 2011 shall have no annual "buy back".

(D) Employees hired on or after July 1, 1991 shall receive payment for 100% of the accrued sick leave up to maximum of 840 hours upon separation after 20 years of continuous employment with the City. Employees hired after June 26, 2011 shall receive payment for 100% of accrued sick leave up to maximum of 420 hours upon separation after 20 years of continuous employment with the City.

(E) In the case of death or medical retirement under the PERS system of an employee during his tenure with the City, the employees unused sick leave shall be computed based upon the above provisions and paid to the employee or the employee's designated beneficiaries as specified in their personnel records or, if no designated beneficiary, to the employee's estate.

Section 4. Sick Leave Bonus

Employees will be awarded a sick leave bonus of \$1,250.00 paid for perfect attendance from July to December - payment in January; and \$1,250.00 for perfect attendance from January to June - payment in July. Effective the beginning of the fiscal year, and upon the deactivation of the Emergency Disease Control Policy, this payment schedule will be adjusted to quarterly payments of \$625.00 paid on the first pay date of

November, February, May and August. The only exception that does not count against perfect attendance is approved bereavement and approved worker's compensation. FMLA will be a disqualifier for attendance bonus contest purposes.

Section 5. Bereavement Leave

(A) The department shall authorize any accrued leave for bereavement purposes due to the death of an employee's parent/step-parent, current spouse, child, grandchild, grandparent, brother/sister, current mother/father-in-law, foster parent, guardian, current daughter/son-in-law, current sister/brother-in-law, stepchild, adopted child or current significant other. "Significant other" means a person the employee presently lives with that he/she considers a mate.

(B) Such absence for bereavement leave with pay shall be limited to not more than five (5) workdays per occurrence. In the event the employee requires additional time, they must receive approval in advance from their Director or designee. Employee may use sick leave, vacation or TILO.

ARTICLE 15 - OTHER LEAVE

Section 1. Application and Examination Leave

An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional transfer opportunities with the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor. In no case shall an employee become eligible for overtime as a result of leave for promotional or transfer opportunity.

Section 2. Blood Donors Leave

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a City authorized and/or sponsored blood donation drive special need. In no event shall an employee be eligible for overtime as a result of donating blood.

Section 3. Catastrophic Leave

(A) When an eligible employee suffers a catastrophic illness or injury, and the eligible employee has exhausted all accrued leave as a result of the illness/injury, the eligible employee may file a request for donations of leave with the Association.

(B) Catastrophic Leave requests must be accompanied by a medical statement from the attending physician explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work.

(C) A committee appointed by the Association Board will review the request to verify the employee's eligibility to receive donations.

(D) 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 14 calendar days per request and all donations will be submitted to the Association on a form provided by the Association.

(E) Donations can be made from the donor's compensable sick leave, TILO time, and annual leave.

(F) The minimum donation is four (4) hours; the maximum donation is forty (40) hours. Employees must have a cumulative leave balance of at least forty (40) hours after the donation.

(G) The Association will forward donations to the City Payroll office, where the donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to sick leave at the hourly rate of the recipient.

(H) Bank hours, if any, may be approved by the committee on a matching basis, if needed, (i.e., a solicitation for an approved employee nets 100 hours - after 100 hours are used, the committee may approve up to another 100 hours from the bank, if hours are available).

(I) Eligible employees:

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

b. Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident that keeps an employee from performing duties of his/her job, (i.e., hospitalized or home bound). The illness or accident cannot be a result of an illegal act, nor can it be self-inflicted."

c. Employees who are receiving worker's compensation benefits are not eligible for the Catastrophic Leave Program.

d. Personnel who have been released to a light duty status by a medical physician and refuse a light duty assignment will not be eligible for Catastrophic Leave.

Section 4. Family and Medical Leave Act

Employees who have worked for at least 12 months, and for at least 1,250 hours during the previous 12 months, are eligible for 12 work weeks of paid or unpaid leave during a 12 month period for the purpose of caring for oneself or a family member inflicted with a serious health condition, lasting longer than three (3) days, which requires either in-patient care or continuing treatment by a health care provider. An eligible employee can take up to twelve (12) weeks of leave under this policy in a twelve month period starting on the first day of leave is used. Employees are required to give thirty (30) days advance notice for such leave if the need for leave is foreseeable based on planned medical treatment. All legal requirements of Family & Medical Leave Act, as amended in 2009 apply to this Article.

Section 5. Jury Duty or Court Witness

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding during regular working hours shall receive their regular City pay, less any jury or witness pay. Employees who are subpoenaed to appear as a witness to testify other than during normal work hours shall be entitled to call-back pay as specified under Article 11, Section 9. Employees who are called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work. Employees who work a swing or graveyard shift shall be excused for the day(s) that they are required to report for jury duty or subpoena. Those persons who re-called as witnesses shall report back to work when excused by the court or tribunal. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in a civil proceeding unrelated to City business.

Section 6. Leave of Absence or Leave without Pay

Leave without pay may be granted to employees for purposes normally covered by sick or annual leave only when such paid leave has been exhausted, or for other justifiable reasons approved by the Chief (or designee.)

Except for military leave and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) days shall not be credited for purposes of completion of probation, merit increases, seniority, or longevity, annual leave, or sick leave. The employee's service date shall be adjusted to reflect the actual time the employee was actively working for the City of Las Vegas.

Continuous leave without pay for periods in excess of thirty (30) days which are necessitated by job-related illness or injury shall be credited for purposes of completion of probation and/or salary increases.

Section 7. Childbearing/Employee Bonding Leave

Employees shall be entitled to leave without pay for up to a maximum of six (6) months for purposes of childbearing and/or for caring for newly born or newly adopted children. This leave runs concurrently with any available FMLA leave the employee may have. Employees are eligible for this leave for a period up to 12 months after the birth or placement of a child. Employees are required to give thirty (30) days advance notice, if possible, for such leave. Additional maternity/paternity or adoption leave may be awarded only upon written authorization of the City Manager. Employees may use any accrued leave for maternity/paternity or adoption purposes. Use of sick leave for these purposes shall be excluded from disciplinary action.

An employee, upon becoming aware of her pregnancy, shall obtain a statement from her physician confirming the pregnancy. After the initial statement has been presented to the employee's supervisor, the Department will allow the employee to continue working and assign the employee to a modified duty position that will not be injurious to her health or the health of the expected child. Commencing with the sixth month of pregnancy the employee shall present a statement monthly from the physician stating

the employee may be permitted to continue working. Employees complying with these provisions shall be entitled to work as long as they continue to present such monthly statements within five days of the due date. If the employee fails to present any required monthly statement within five days of the date due, the Department Chief may place her on maternity leave.

Section 8. Military Leave

An employee having a reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard, upon request to serve on active duty or inactive duty for training as outlined in the provision of NRS 281.145, shall be granted a maximum of thirty (30) shifts of leave and pay, or in accordance NRS 281.145, whichever is greater.

Any employee who is called to active duty by the President of the United States to serve in a national or international deployment of the United States Armed Forces shall be granted leave and pay as prescribed by Federal Law.

At the beginning of each calendar year or after a change in shift or status, the employee will provide their immediate supervisor with documentation establishing reserve status and unit assignment. Such documentation shall include the name and phone number of the reservist's commanding officer or designee as a contact point. The employee will provide an annual training schedule, or orders in case of activity duty, by the first scheduled work day after such documentation becomes available to the employee. These documents are to be maintained in the employee's department file.

The employee will provide an Application for Leave form, to their immediate supervisor two weeks prior to their scheduled military leave, when possible. The approved leave slip will serve as full documentation for Payroll purposes.

When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

The employees shall be entitled to retain any Armed Services pay earned during the training duty.

If an employee has an approved scheduled vacation leave, that leave will not be canceled because another employee has been granted military leave.

Employees may utilize vacation or TILO leave in lieu of leave without pay for military leave. Use of these leaves for this purpose shall not be controlled by other policies, procedures or rules that affect leaves.

If an employee submits a request for Annual Leave of one (1) day or more, that leave will not be denied solely because another employee has been granted military leave.

ARTICLE 16 - MEDICAL BENEFITS AND LIFE INSURANCE

Section 1. Life

The City shall provide twenty thousand dollars (\$20,000.00) life insurance protection with double indemnity for the accidental death of a member of the bargaining unit.

Section 2. Medical Benefits

(A) It is recognized, that employees covered by this agreement will continue to be covered for hospitalization, health, medical, dental and vision as set forth in the "Teamsters Security Fund for Southern Nevada, Local 14" established by an agreement and Declaration of Trust dated October 1, 2014. (TRUST") Additional benefits include Employee Assistance (EAP) and Life Insurance. The City and the Union agree that the City will pay the amount set forth below, per covered employee per month:

July 1, 2022 through June 30, 2025: \$1090.00

(B) Employees will be responsible for the costs of Teamster coverage to the extent the amount per employee exceed the maximum contribution specified in Section 2(A) to be paid by the City. The City agrees to offer said deductions on a pre-tax basis per the provisions of Section 125 of the Internal Revenue Service Code, and the Association agrees to provide the City with adequate notice (minimum 45 calendar days) of those employees who will be subject said deduction.

(C) In addition to the excess cost reference in Section B above, employees will also be responsible for monthly contributions. The employee's contribution to the Trust shall be made by automatically deducting the specified amount from the paycheck of eligible employees prior to any taxes being withheld. The amount of the payroll deduction shall be determined by the Association and the Trust.

Employee contributions will begin in the second full month after ratification of this Agreement.

(D) Employees will be responsible for the monthly Affiliation Fee per employee charged by the Teamsters from their proposal. Upon enrollment into the Teamster's plan and on the first of each and every month thereafter, every employee within the bargaining unit shall have deducted from his/her paycheck the amount to cover the monthly Affiliation Fee plus such additional amounts, if any to cover the employee's contribution of the Teamster plan should costs of the plan exceed the maximum required to be paid by the City.

(E) If the City establishes an employees' retirement health savings plan for any City employee, the City and the Association shall meet and confer to discuss participation of employees in this bargaining unit in the plan.

ARTICLE 17 – DISABILITY

Section 1. Covered Employees

The City and the Association agree that all eligible members shall be covered by provisions of an appropriate Workers' Compensation Insurance Program, that may be self-insured or State Insured.

Section 2. Accidents or Injury

Should an employee suffer a service-incurred disabling accident or illness and the benefits paid to such employee under the provisions of the Workers' Compensation Program shall not equal the employee's present gross salary, then and in that event, the employer shall pay to the employee an amount equal to the difference between the compensation received under the Worker's Compensation Program and the employee's then present gross salary excluding overtime, for a period of two hundred forty (240) hours from the first day of absence due to illness or injury. In the event there exists a reason to believe an employee is abusing his/her rights under this provision, the employer may disallow the "equal payment" benefit. The City Manager must review all requests for continuance of maintenance of income beyond two hundred forty (240) hours and approve or disapprove in writing.

Section 3. Procedures

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

An employee whose full salary is being maintained under the provisions of this Article shall not be charged with the use of sick leave for the period of full income maintenance.

Section 4. Long Term Disability Insurance

The City agrees to provide to all employees covered by this agreement long term disability insurance benefits for the off the job injury equivalent to benefits under Social Security Disability Income or the present or any replacement disability insurance policy issued to cover employees of the City of Las Vegas to the full extent of benefits currently provided whichever offers the greater benefits.

ARTICLE 18 - SENIORITY

Section 1. Seniority List

(A) City seniority shall be defined as an employee's length of active continuous service with the City. Classification seniority for Sergeants means the length of service in a classification. Classification seniority for Corrections Officers shall be based upon service date. Employees in classifications that have been re-titled or reclassified shall

retain all seniority through any such changes. Employees who are promoted from one classification to a higher classification(s), within the bargaining unit and subsequently return to the former classification shall be credited with all time spent in the higher classification(s) for their classification seniority. Employees who return to classified service as a result of a reduction in force will be credited 100% toward classification seniority of the time spent in the appointive rank.

For movement from Lieutenant to a Sergeant and/or an Officer rank for any reason other than a reduction in force:

- Employees who return to the Sergeant rank within the first twenty-four (24) months will be credited 100% toward classification seniority of the time spent in the higher level rank.
- Employees who return to the Sergeant rank after twenty-four (24) months will be credited 50% toward classification seniority of the time spent in the higher level rank.

Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay of less than a thirty-day (30) day duration. Except for military leave, FMLA and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) consecutive calendar days shall not be credited for purposes of seniority.

(B) By the first week in August, the City shall provide the Association with a current seniority list for each classification, showing the service date and date of last promotion to present classification of the employees covered by this contract. The seniority lists shall be posted on the Association bulletin board for each division by the Association.

C) For purposes of promotion, seniority shall be determined by:

- a. Length of time in classification; if tie, then
- b. Department service date; if tie, then
- c. City hire date; if tie, then
- d. Human Resources time stamp
- e. Any further ties or disputes will be determined by a one-time lottery

If no one protests the seniority shown on their behalf within 30 days of such posting, each classification seniority list shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority listing.

Section 2. Use of Seniority

(A) In scheduling annual leave, Regular Days Off and shift preference, the Corrections Officers shall be treated as one classification with seniority determined based upon department service date, subject to availability as determined by the Department Chief. Sergeants will bid for annual leave, regular days off and shift preference based on classification seniority.

(B) Beginning the second week of September, all employees will bid for shift assignments and regular days off. All bidding will be accomplished by the end of the second week of October. Transfers will take place after the first full pay period in January.

As vacancies occur throughout the year, notice will be given to all employees within 30 days after the vacancy has been created, allowing persons to bid for the vacancy. The position will be posted for review for 14 days. After the review period the position(s) will be open for bidding for a period of 14 days. The senior person submitting a bid shall be approved to fill the vacancy. The secondary vacancy created by the switch will not be subject to the bid process and will be filled by the new hire.

Officers may only secure one change of shift per bid year.

C) By the first week of November, officers will be allowed to make their "first pick" for annual leave. Employees must submit annual leave requests to secure their seniority rights. A maximum of four (4) weeks will be allowed.

The first picks will be completed no later than 14 days prior to the annual shift change. Any subsequent requests for annual leave must be submitted within the next 45 days, which is known as the "45 Day Rule."

One second pick will be allowed beyond the 45 day rule after everyone has made his or her "first pick" selection. A maximum of four (4) weeks will be allowed. The second pick can be submitted any time throughout the year, after all first picks are complete. All applications for annual leave will be responded to within ninety-six (96) hours of submission.

Seniority will prevail when another employee has requested leave for the same period of time on the same request date.

ARTICLE 19 - SPECIAL ASSIGNMENTS

Section 1. Definition

Under current operating conditions, the following assignments are deemed "special assignments":

- a. Classification (Sergeant);
- b. Classification Officers;
- c. Fire Safety Officer;
- d. Gang Investigator;
- e. Operations Sergeant;
- f. Property Officer;
- g. Training Sergeant;
- h. Training Officers*;
- i. Professional Standards Officer;
- j. Internal Affairs Investigator/Sergeant (non-rotational) and;
- k. Correction Program Officer
- l. Other assignments as discussed and agreed upon by the parties.*

*If parties cannot agree, disputes arising from such disagreements will be referred to the City Manager's Office designee for resolution. The decision of the City Manager's

Office designee will be binding and not subject to the grievance and arbitration procedure except for safety considerations. With the exception of the Internal Affairs Investigator/Sergeant, special assignments are rotated for 3 years.

***g and h (above) cannot be on the same rotation plan*

Section 2. Duration-Special Assignments

All rotational special assignments shall be posted for application by August 1st of each year and all assignments are to be made within thirty (30) days of posting. All rotational special assignments shall be posted and applied for annually. Any officer selected for a rotational special assignment must commit to a minimum of one (1) year in the assignment. The length of rotational assignment shall not exceed three (3) or five (5) years, unless no other officer meeting the minimum qualifications for the assignment applies for the assignment after the incumbent's third year, or as specified above. Upon completion of the special assignment, twelve months will elapse between another special assignment except non-rotational positions, and in the event of special circumstances as discussed and agreed upon by the parties. An officer may apply for a different special assignment upon completion of current rotation. Minimum qualifications to apply for a special assignment shall include serving as a Corrections Officer in the Department for no less than three (3) years except a special assignment requiring the rank of Sergeant shall include, as a minimum qualification, the applicant has passed his/her probationary period and has been confirmed as a Sergeant prior to applying. Selection criteria shall also include departmental standards as set forth in departmental policy. Upon initial placement into special assignment, the selected employee will be provided two (2) shirts and two (2) pants.

Section 3. Temporary Assignments

Any assignment that lasts longer than 48 (forty-eight) months shall be subject to reclassification to a Special Assignment. When a temporary position is classified as a Special Assignment, it will be subject to all the provisions of Section 2 above at the beginning of the pay period following the reclassification as a Special Assignment. When a temporary position is reclassified as a Special Assignment, the parties will meet and confer regarding replacement staffing.

In the event the temporary assignment becomes a special assignment under this section, the parties shall meet to negotiate the length of the special assignment. After the length of assignment is agreed upon, the Chief may appoint the incumbent to said special assignment for a period not to exceed the agreed upon length of assignment.

ARTICLE 20 – RETIREMENT

(A)The City and the Association agree that all employees shall participate in the Public Employees Retirement System of the state of Nevada in accordance with the rules of that system.

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

ARTICLE 21 - REDUCTION IN FORCE

Section 1. Notice to Association

(A) Whenever it is determined that a lay-off of employees may occur because of lack of work or funds, the City shall give written notice of the layoff, including the reason(s) such action is necessary and the estimated length of the layoff period to the Association President at least sixty (60) calendar days prior to the effective date of notification to employees.

(B) Whenever it is determined that a lay-off of employees shall occur, the City agrees to supply current time in classification seniority lists to the Association for the jobs being affected.

Section 2. Provisions

(A) The City 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 City funded positions of indefinite duration, and which are presently filled, are abolished, reductions shall be accomplished in accordance with the following provisions after all part-time temporary and probationary employees within the classification have been separated from City service.

- (1) Competition for retention shall be by classification within the department.
- (2) Further, priority for retention shall be based upon seniority of service within the classification within the given department.
- (3) The order of reduction in force within a classification shall be
 - (a) Temporary
 - (b) Probationary Employees
 - (c) Part-Time Employees
 - (d) Regular employees in the reverse order of their seniority. In the case of a tie within classification seniority, the employee with the least city employment seniority shall be released first.
- (4) All personnel who are affected by reduction in force shall have the right to elect a reduction in classification to a lower classification in the same department that they are qualified to fill through previous service in that classification.
- (5) An employee shall not be separated before the employee has been made a reasonable offer of reassignment, if such offer is possible in the determination of the City.
- (6) As a result of the application of this reduction in force procedure, the City may cause the reassignment, transfer, reduction in classification, or any combination thereof, or the separation of an employee.
- (7) Any employee reduced in classification or terminated under this Article shall have his name placed on the city's reduction-in-force list for a period of twelve (12) months.

Employees accepting reassignment or a reduction in classification and shall remain on the reduction -in-force list for their previous classification and shall be reinstated in accordance with their seniority. Previous employees shall be notified once by first class mail and by certified mail, return receipt requested, at their last known address, and must respond within ten (10) calendar days of receipt by certified mail or in person that they are accepting the offer of re-employment on date specified in the offer, or they shall be deemed to have refused the offer of re-employment and shall forfeit all seniority and/or rehire rights and privileges. In the event that the notice of delivery is not returned within ten (10) calendar days of mailing, the City may proceed to fill the position.

(8) Separation under this rule shall require at least sixty (60) days' notice to the employee, or payment in lieu of notice, of an equivalent amount of salary by the City. Employees reduced out of the workforce through "outsourcing" shall receive sixty (60) days' notice and three (3) months' severance pay.

(B) The City may consider offering an early retirement incentive to all employees prior to implementing any reduction in force.

(C) Temporary employees appointed to the classification covered under this Agreement on a temporary basis in a City funded position of limited duration may be terminated prior to the stated expiration date of the position or upon completion of the assigned work or in the best interests of the City.

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

(E) The City and the Association agree that there shall be no employee furloughs until the City has discussed with the Association the furlough procedures to be implemented.

(F) Employees rehired under the provision of this article will be required to submit to and pass a background investigation and entrance physical examination.

ARTICLE 22 - RE-EMPLOYMENT

Employees who resign in good standing from employment may request in writing, within two (2) years after such resignation, that their name be placed upon a rehire list of the classification held upon resignation.

1. Requests shall be submitted to the Human Resources Director, and the Department Head before the individual making the request can be placed upon the rehire list for that classification. The individual making the request shall be notified in writing upon approval or denial of request. All decisions of the Human Resources Director will be final.

2. The rehire list will be utilized in the same manner as an open competitive list and the hiring authority will have the opportunity to conduct selection interviews with the

individuals from both lists.

3. Individuals placed on the rehire list will remain on that list for a maximum for one (1) year.

4. Upon rehire, employees will have their salary set at the closest salary grade and step as existed at the time of separation. Department seniority shall be reinstated to same level as of the time of prior separation. No credit will be given to time not employed by the department. The employee shall serve a probationary period of a minimum of six (6) months and up to a maximum of twelve (12) months. Rehired employees may request removal from probationary status after six (6) months of successful performance. The request must be in writing and directed to the Chief. Removal from probationary status prior to the twelve month period will be at the discretion of the Chief.

5. Individuals rehired will be subject to the same background procedures currently being utilized for new hires and may be subject to additional testing as deemed necessary by the Human Resource Department.

ARTICLE 23 - OUTSIDE EMPLOYMENT

(A) Employees will notify the City of an "outside" employment on an appropriate and reasonable City form. All legal employment shall be approved unless the City can show just and reasonable cause for the denial of the employment (e.g. conflict of interest). The response shall not be delayed for more than thirty (30) calendar days from date of receipt.

(B) Any "outside" employment shall not exceed an average of twenty-four (24) hours per week over any three (3) month period.

(C) Outside employment shall not create a conflict of interest with City or Departmental business and will be considered secondary employment in all instances.

ARTICLE 24 - LABOR MANAGEMENT MEETINGS

(A) A joint Labor-Management Committee shall meet at set times which are to be determined between the President of the Association and the Chief (or designee) at the beginning of each fiscal year in order to supplement the collective bargaining process. These times can be changed upon mutual agreement between the parties.

The purpose of such meetings may be to:

- Discuss the administration of the Agreement;
- Notify the Association of changes made or contemplated by the Department which may affect the working conditions of employees represented by the Association; including but not limited to changes in posts;
- Disseminate general information of interest to the parties; and

- Give the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interests to their members.

(B) An agenda of issues shall be prepared by the City and Association jointly or separately which shall be approached through meeting of the Labor-Management committee which shall be composed of not more than five (5) representatives of the City and five (5) representatives of the Association. The process shall serve to study issues of mutual interest, including, but not limited to safety and health of employees. Performance evaluations and staffing issues to be discussed in good faith on a prompt basis. Issues may fall within or without the instant contract, but it shall be understood that the City and the Association must mutually agree to any modification of this Agreement reached through this procedure in writing.

(C) The Association shall designate a representative to serve as liaison with the Chief or designee, for the purpose of selecting agenda items and organizing meetings. Each party agrees to a reasonable notice to the other party to cancel a meeting. The Association's representative will prepare the Agenda(s) for each meeting and the City's representative.

(D) Minutes of the Labor-Management Committee meetings shall be prepared by the Department Director, or designee, and shall be reviewed and approved by the Association's representative by both parties' signatures. The minutes shall expressly state each issue or topic discussed during the meeting, the positions of the City and the Association with respect to each issue and the decision reached. Copies of approved minutes will be available for the Association to pick up and are distributed within two weeks of each meeting.

(E) By virtue of agreeing to the provisions of this Article, neither party shall waive any rights under the Nevada Revised Statutes.

ARTICLE 25 - DISCIPLINARY ACTION

Section 1. Grounds for Disciplinary Action

The City shall adhere to NRS 289, Peace Officers Bill of Rights when initiating discipline under this Article. The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The city shall follow the disciplinary procedures set forth below in enforcing any discipline.

An employee shall be notified in writing of any possible disciplinary action within thirty (30) days of the incident-giving rise to the possible discipline, or within thirty (30) days of when the City discovers or reasonably should have discovered the facts supporting possible discipline. Except as otherwise noted in this paragraph, no disciplinary action shall be taken on incidents occurring six (6) months prior to the administration of disciplinary action.

Internal investigations will normally be completed within 60 days of complaint unless an extension is approved by the Chief or designee. Complainants will be informed of the status of the investigation at least every 30 days and/or if a case extension is granted.

The City shall make a determination of the level of disciplinary action meted out no later than thirty (30) days from the date of the first disciplinary meeting. The two thirty (30) day limitation periods and the six (6) month limitation period do not include vacation leave or any other leave taken by the employee.

An employee may appeal any written reprimand, demotion, suspension or other form of discipline through the grievance procedure of this contract, which shall be exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through Step 3 - City Manager level of grievance procedure.

LVPOA representation shall be allowed at every level of discipline. Nothing in this paragraph shall be interpreted as prohibiting the application of progressive discipline as set forth in paragraph (B) based upon prior disciplinary action being taken against any employee.

Section 2. Progressive Disciplinary Action

The City and the Association recognize the principle of progressive discipline as the form of discipline to be used by the City. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning. Discipline steps may be skipped, depending on the severity of the offense. Nonetheless, skipping steps in the discipline process shall be the exception of the general rule requiring following progressive discipline.

Section 3. Progressive Discipline Steps - The usual progressive discipline steps are:

A. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisor which puts an employee on notice that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. The intent is for the supervisor to give the employee a clear notice that the specific behavior or performance should be corrected. Oral reprimands are to be documented in memo form with the supervisor and employee each signing and keeping a copy for their record. Copies of the memo are not to be placed in the employee's Department or Human Resources personnel file. Oral reprimands are valid for a period of up to nine (9) months.

B. Written Reprimand - This is the first level of discipline which is documented and which may be placed in the employee's personnel file. Supervisor shall document the violation and corrective action as identified in 1 above, on an Employee Interview form. The employee who is the subject of the disciplinary action will be allowed to read the Employee Interview form, may make any comments desired, and will then sign the form and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand. However,

the failure of the employee to respond or deny the charges on the form shall not be interpreted as a waiver of any of the employee's rights under the agreement or as an admission that the allegations are true.

C. Suspension - Suspension may be used after a written reprimand has apparently not corrected the specific unacceptable performance or behavior or rule violations. Documentation is done on an Employee Interview form, as described in paragraph 2, above. Suspensions in excess of 40 hours must have the approval of the City Manager or designee.

D. Other Disciplinary Actions - After an employee has been suspended, if there is a continuation or reoccurrence of the problem that caused the suspension, the employee may be subject to more serious discipline. The same procedure regarding documentation and rebuttal must be followed, as in the case of a written reprimand or suspension. Examples are:

- a. Reduction in Classification - This involves the individual reducing in classification from the position currently held to one in a lower pay grade or one of lesser responsibility. This step should 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.
- b. Reduction in Salary Step - When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step for, a maximum of thirteen (13) pay periods, or withheld.

E. Termination - Termination is the final step of the progressive disciplinary process. Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is a very serious nature as so to warrant immediate separation from employment.

Section 4. Records

Investigations of allegations, which do not result in a corrective or disciplinary action, shall not become part of the employee's personnel file or department file under any circumstances. Employees shall be entitled to the retraction of any document that is proven to be in error or was placed in the employee's personnel files without the employee receiving a copy of the document.

Employee's permanent personnel files are private and confidential and must not be reviewed or otherwise seen by any person other than an authorized employee of the Department of Human Resources, the City Manager or designee, the City Attorney or designee assigned to work on personnel matters, and/or the employee's current Department Director or designee without the prior approval of the employee.

Section 5. Disciplinary Meetings

Disciplinary Meetings shall be conducted during an employee's regular work hours or the employee shall be compensated in accordance with this agreement. An employee shall be given written notice at least forty-eight (48) hours prior to the beginning of any

meeting called for disciplinary purposes with that employee that the meeting could lead to a written reprimand or more serious disciplinary action. The employee shall be provided in writing with the name of the person conducting the meeting, the date, time, location and topic of the meeting. If the employee is not notified, or if the employee comes to reasonably believe that a meeting or interview might lead to disciplinary action against him/her, the employee shall be given an opportunity to request, and adequate time to secure, the presence of a representative at such meeting, inquiry or investigation.

Section 6. Purging Files and Records

A. The record of any disciplinary action resulting in a written reprimand shall be removed from an employee's personnel file after a period of eighteen (18) months has elapsed. Any subsequent disciplinary action of similar nature shall extend the period of retention of the original offense for twelve (12) months. Similar nature is defined as a disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations.

B. Records of disciplinary actions resulting in a suspension of 40 hours or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of twenty-four (24) months has elapsed. Any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for eighteen (18) months.

C. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel file. Human Resources staff will review the employee's personnel file, contact the employee's department to verify the record, and notify the employee of the results of the request. Additionally, the director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary documents exist at the department level alone, those documents shall be returned to the employee for disposal.

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

E. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file shall remain under the control of the Department of Human Resources.

F. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.

G. Purging time limits identified above begin on the date of the employee interview when the employee is formally notified of the disciplinary action.

Section 7. 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:

A. Conviction of an offense which is punishable as a felony or gross misdemeanor in the State of Nevada, conviction of an offense in any place other than the State of Nevada, which offense if committed in the State of Nevada, would be punishable as a felony or gross misdemeanor, or conviction of any offense which involves moral turpitude;

B. Knowing violation of City or Department Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Chief Officer - Public Safety and have been punishable in writing and circulated;

C. Solicitation of the public for money, goods or services which has not been approved in accordance with established departmental procedures;

D. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;

E. Repeated incompetency, repeated inefficiency, repeated carelessness, abuse of sick leave, neglect of duties, unexplained and unapproved absence from duty, excessive absenteeism or tardiness, misuse of theft of City property, continuing or life threatening safety violations, on the job alcohol, or other drug abuse, malfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;

F. Physically striking or threatening a supervisory, managerial, or other employee;

G. Striking in violation of this Agreement, or of NRS 288;

The above grounds are not deemed all inclusive, but merely descriptive.

ARTICLE 26 - GRIEVANCE PROCEDURES

Section 1. General

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the employees of the Bargaining Unit as quickly as possible to insure efficiency and promote employee morale. Should any employee or group of employees feel aggrieved, including the claim of unjust discrimination or any matter or condition affecting health and safety which may be a violation of federal or state law, including occupational Safety and Health Act, 29 U.S.C. Sec. 651-78, Nevada Occupational Safety and Health Act, NRS 618.005 et seq. NRS Chapter 288 and/or may be considered subjects of mandatory collective bargaining, NRS 288.150(2)(m), adjustment may be sought.

The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Whenever 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 Agreement is silent. Alleged violations of Civil Service rules, which are not covered by the terms of this Agreement, may only be appealable through the Civil Service Rules. Violations of Federal and State statutory provisions and the enforcement thereof except as referred to in this section are not subject to the grievance procedure hereinafter set forth. Nothing in this paragraph shall be interpreted as prohibiting an employee or the Association from aggrieving an action or conduct which may violate or be in conflict with any federal or state law to the extent the grievance claims or alleges such action or conduct constitutes a violation of this contract or department rules or regulations. No employee shall be deemed to have waived or forfeited any rights, including the right to a jury trial under any applicable federal or state law, by virtue of filing a grievance or requesting arbitration of any dispute within the scope of this Article.

The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Association to charge non-members of the bargaining unit a reasonable service fee for representation in grievance hearings and appeals.

The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge an employee at any time, so long as the action is consistent with applicable state and federal law and the terms of this Agreement. The parties further agree that after a finding of fact, an employee shall have an informal meeting with the Department Director prior to a non-confirmation of appointment.

Section 2. Informal Procedure

Prior to submitting a written grievance, nothing herein shall preclude any employee from discussing his/her grievance with the immediate supervisor up to and including the Chief or his/her designee and an Association Representative for informal adjustment. If the problem cannot be resolved informally, as set forth in this section, the employee may proceed to Section 3.

If, after the employee receives their findings, the employee and/or the Association believes that facts of the case were not properly considered; then the parties will meet with the Chief or designee to discuss the facts of the case.

Section 3. Grievance Procedure

Any dispute concerning interpretation or application of an expressed provision of this Agreement, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or a dispute regarding a disciplinary action taken against an employee shall be subjected to this grievance procedure.

(1) It is agreed that the City has a right to discipline or discharge employees for just cause. Disciplinary actions, except oral reprimands, shall be subject to the Grievance Procedure. Oral reprimand is defined as a verbal warning, which is not placed within the employee's personnel file. The City shall have just cause for any disciplinary action.

(2) No regular employee shall be discharged except for just cause defined in Article 25, Section G, which shall be subject to the Grievance Procedure. It is understood by and between the parties that this section does not affect the City's right to eliminate positions because of layoffs or reduction of force in good faith.

All non-disciplinary grievances must be filed in writing, with the Chief or designee, within thirty (30) calendar days after the matter in dispute/disagreement is alleged to have occurred or thirty (30) days from the time the employee had reason to know the circumstances giving rise to the grievance.

The time limits stated above shall not commence so long as the grievant/Association and the Chief or designee are engaged in informal discussions in an attempt to resolve the issue without filing a formal grievance. However, the grievant/Association may file a written grievance at any time during the informal discussion period in order to move the dispute to the formal process.

Disciplinary appeals must be filed with the Chief or designee, within fourteen calendar (14) days from the date of issuance. A grievant/appellant may have up to two (2) representatives of his/her choice at any or all steps of the grievance process. Written reprimands may only be appealed through Step 3 of the procedure and are not subject to arbitration.

The Association, upon receiving a written and signed request, shall determine if a grievance exists. If, in their opinion, no grievance exists, the Association may take no further action. Nothing stated herein shall prohibit an employee from proceeding on his/her own behalf in filing and processing a grievance and the City shall recognize the individual employee's rights to file a grievance and proceed through the grievance process, including arbitration as "the grievant".

STEP 1: The Association (or the employee in any case) shall present a signed written grievance to the grievant's supervisor and a Lieutenant outside of the grievant's chain of command. The Lieutenant shall, within 14 calendar days of the filing of the grievance, meet with the grievant and discuss the issue. The Lieutenant shall respond in writing to the grievance within seven (7) calendar days of the meeting with the grievant. The decision of the Lieutenant outside the grievant's chain of command is not subject to reversal by anyone in the grievant's chain of command, including the Chief unless the grievant or the Association proceeds to Step Two under this Article.

STEP 2: In the event the grievant is not satisfied with the written response to Step One of the grievance, he/she may refer the grievance to Step Two of the grievance procedure by forwarding the grievance in writing, along with the response to Step One, to the Chief. This action must be taken no later than fourteen (14) calendar days after receipt of the written response to Step One. The Chief or designee along with a representative from Human Resources shall meet with the grievant no later than fourteen (14) calendar days after receipt of the grievance for the purposes of attempting to resolve this dispute. The Chief will have fourteen (14) calendar days from the date of the meeting to answer the grievance in writing. The Chief or designee shall respond in writing.

STEP 3: In the event the grievant is not satisfied with the written response to Step Two of the grievance procedure, he/she may refer the grievance in writing and written

responses to Steps One and Two to Step Three, to the Director of Human Resources within fourteen (14) calendar days of the written response to Step Two. The Director of Human Resources will forward the grievance to the City Manager, or designee, who shall respond to the grievance in writing, within twenty-one (21) calendar days of receipt of the grievance in an effort to resolve this dispute. The grievant may request a meeting with the City Manager or designee prior to a written response.

STEP 4: If a mutually satisfactory settlement cannot be reached between the City Manager or designee and the Association, the matter may be submitted to Arbitration by the Association or the grievant by serving the City's Director of Human Resources a Notice of Arbitration. This must be done within thirty (30) days of when the answer was due. The parties shall meet within fourteen (14) calendar days from the date the request for arbitration was received for the purpose of selecting an impartial arbitrator.

Section 4. Arbitration Procedures

Following Notice of Arbitration, the City and the Association or the employee's representative, shall agree upon a source for a list of seven (7) arbitrators. The lists shall either be a Federal Mediation and Conciliation Service (FMCS) or an American Arbitration Association (AAA) list.

To select an arbitrator from the panel, the parties may either mutually agree to one or shall alternatively strike one name each, with the Association striking first. The last remaining name shall become arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Association requesting that he set a time and place, subject to availability of the City and the Association. Any dispute, claim or grievance submitted to the final and binding arbitration under the provisions in the Article shall be done under the voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Service (FMCS).

Decisions of the arbitrators shall be final; however, the arbitrator shall have no power to add to, subtract from, or modify the terms of the this agreement and department Rules and Regulations, except to the degree when rules conflict with this Agreement; and shall make his decision within thirty (30) calendar days from conclusion of the hearing or as agreed upon by the parties. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the City and the Association. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying applicable laws or rules of law and any ruling by the Arbitrator as a question of law may be reviewed by a court of law de novo.

Section 5. Awards

The arbitrator's award will be final and binding on the Association and its members, the employee or employees involved, and the City to the extent of the Arbitrator's authority provided herein. All fees charged by the AAA or FMCS and the arbitrator's fees and costs and any costs of transcription of the record shall be shared equally 50% by the Association or grievant and 50% by the City.

Section 6. Time Limits

In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a holiday.

Section 7. Grievance Resolution

A copy of all written decisions or resolutions will be forwarded to the Association.

(A) Reduction in Discipline - If the decision is to reduce the discipline, then the originating supervisor who meted out the discipline shall be directed to correct the disciplinary record in any files maintained for the grievant and specifically any file maintained with Human Resources.

(B) Exoneration of Discipline - If the discipline is reversed in the favor of the employee, all files including the Human Resource personnel file and the employee's department file will be purged of all references to the discipline. Additionally, the Internal Investigations file will be modified to show the findings.

ARTICLE 27- SAFETY AND HEALTH

Section 1. General

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

(B) Except in the case of an emergency, the City shall discuss through the Labor-Management meeting all new or proposed changes to policies, practices and posts that affect the safety of the employees prior to the proposed implementation of the policy. The Association may submit to the Chief written comments within thirty (30) days of the labor management meeting during which the matter was discussed.

It will never be the intent of the City to establish a policy that adversely affects the safety of the employees. If there is a policy that may adversely affect the safety of the employees, the City will first discuss the proposed policy with the Association before implementing the policy.

Section 2. Report of Injury

(A) At times, supervisors of all employees must complete the appropriate "Report of Injury" form within 24 hours of being notified that a work-related accident has resulted in physical injury to an employee with a copy of the completed Report of Injury form.

(B) Any injury suffered by an employee not witnessed by his/her supervisor, shall be reported in writing by the employee to his/her supervisor in accordance with N.R.S.; or if prohibited by serious injury, then as soon as conditions permit.

It is the intent of this provision to ensure that staff injuries are reported on a timely basis.

Section 3. Safety Coordinator

The Department Head shall appoint a Safety Coordinator who shall represent the Department Head. The appointed Safety Coordinator shall be responsible for duties as defined in Post Orders, City policy, department work rules and any applicable regulations.

Section 4. Safety Committee

Safety Committee members who shall be no less than four in number, shall be appointed from members of the labor/management committee. Safety Committee members shall be allowed to attend committee meetings while on duty jointly with management. A committee member may be allowed to attend any inspection of or safety or health problems in the Department. The Safety Coordinator shall be required to notify the Department Head of all recommendations of the Safety Committee. The Chief will respond in writing to the Safety Committee as to the appropriate action to be taken.

The Safety Committee may recommend rules and procedures for the promotion of health and safety of department employees, for making periodic inspections of the department, and for making recommendations for the corrections of unsafe equipment and procedures. When appropriate, recommendations may include a target date for abatement of hazardous conditions or procedures. The primary goal is to rectify all safety issues with action. The Safety Committee shall keep a summary of all committee meetings and preparation of a written report for review by an employee. The Safety Coordinator and the Safety Committee shall participate in the development of proposed policies relating to prevention and control of communicable diseases and present the proposed rules to the Chief for approval.

Section 5. Staffing

The Department agrees to begin the process of filling approved vacancies in an expeditious and timely manner in accordance with City Policy. Only those vacancies recommended by the Department and approved by the City Manager are included in this Section. If the Association has reason to believe that the Department has failed to request that a vacancy is filled, the Association may meet with the Department Director to discuss the matter. If the Association is still not satisfied with the Director's response, the Association may request a meeting with the City Manager. The Decision of the City Manager shall be final. Neither the City nor the Association by virtue of Section 5 of this Article waives any rights under NRS 288.150.

ARTICLE 28 - SAVINGS CLAUSE/WAIVER

(A) If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on

a substitute provision. However, if the parties are unable to agree within a reasonable time the matter shall be submitted to Arbitration.

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

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

ARTICLE 29 – PERFORMANCE EVALUATIONS

Employee performance evaluations for Correction Officers will be completed prior to the annual change of shift rather than on the officer's anniversary date. Aligning the evaluations with the shift change will decrease the possibility of an employee having performance evaluations from different supervisors during the evaluation period.

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

ARTICLE 30 – PROMOTIONS

Section 1. Promotion Selection Process

The following procedures will be followed when developing eligible lists and selecting applicants from those lists. These procedures will affect promotional recruitment only. The promotional eligible lists will be arranged by score, from the highest to the lowest eligible score. Employees will be notified of their final score and their placement on the list.

The top five (5) or twenty-five percent (25%) (whichever is greater) scoring candidates on an eligible list will be available to the department to fill vacation positions. The twenty-five percent (25%) calculation will be rounded down rather than up (25% of 15 would be rounded down to 3).

The promotional lists will be arranged by score, from highest to lowest eligible score. Scores will be taken out to two decimal places, or to the nearest hundredth (ex. 89.512 = 89.51; 79,346 = 79.35). Scores will not be rounded to the nearest whole number;

therefore, any score beneath 70.0 will be considered a failing score. Employees will be notified of their final score and their placement on the list.

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

In the case of tie scores, all names with the tie scores will be considered as one.

The City will provide 45 days notice of the testing date for the promotional recruitment. The 45 day notice will be given to the Union President for dissemination to the current Corrections Officers.

A list of study materials will be given to the applicants by Human Resources staff at the time of application or upon request to Human Resources.

A representative of the Association will be allowed to observe the initial training provided to oral board and assessment center members, exclusive of any actual test materials discussions. No Detention and Enforcement employees shall serve as assessors or on the oral board.

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

Section 2. Promotional Increase

Effective July 1, 2013, those promoted internally from Corrections Officer to Corrections Sergeant will receive a 5% increase in pay plus one additional step in the pay range.

ARTICLE 31 – DURATION

This Agreement shall become effective July 01, 2022, and continue in full force and effect through June 30, 2025. However, if the parties hereto do not arrive at a new agreement before June 30, 2025, the non-economic provisions of this agreement shall remain in effect until the parties execute a new agreement.

Upon ratification of this contract by the City Council, all agreements shall be retroactive to the effective date of this agreement, unless otherwise specified in the contract.

DATE _____

CITY OF LAS VEGAS

**LAS VEGAS PEACE OFFICERS
ASSOCIATION, INC.**

BY _____
Jorge Cervantes, City Manager

BY _____
Scott A. Edwards, President

Approved: _____
Carolyn Goodman, Mayor

Attest: _____
LuAnn Holmes, City Clerk

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

FROM	DATE/TIME	VERSION	ARTICLE	SECTION(s)
	08/04/2021	1	31	

ARTICLE 31 – DURATION

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DATE 9/29/2022

CITY OF LAS VEGAS

**LAS VEGAS PEACE OFFICERS
ASSOCIATION, INC.**

BY Jorge Cervantes
Jorge Cervantes, City Manager

BY Scott A. Edwards
Scott A. Edwards, President

Approved: Carolyn Goodman
Carolyn Goodman, Mayor

Attest: Stacey L. Campbell 9/29/22
for LuAnn Holmes, City Clerk

Approved as to Form: Morgan D. Davis
Morgan D. Davis, Assistant City Attorney

TA'd: GE LVPOA
TA'd: CLV CLV
DATE: 09 AUG 2022

ATTACHMENT A

City of Las Vegas
Human Resources

Salaries for Grades with Steps
for POA Classified EEs
Effective Date 01-JUL-2022

Date Created: 10-AUG-2022
Page: 1 of 2

New PO 6 (Corrections Officer)

	Hourly	Biweekly	Monthly	Annually
Step 1	\$28.93	\$2,314.40	\$5,014.54	\$60,174.49
Step 2	\$30.09	\$2,406.98	\$5,215.12	\$62,581.47
Step 3	\$31.29	\$2,503.26	\$5,423.73	\$65,084.72
Step 4	\$32.54	\$2,603.39	\$5,640.68	\$67,688.11
Step 5	\$33.84	\$2,707.52	\$5,866.30	\$70,395.64
Step 6	\$35.20	\$2,815.83	\$6,100.96	\$73,211.46
Step 7	\$36.61	\$2,928.46	\$6,344.99	\$76,139.92
Step 8	\$38.07	\$3,045.60	\$6,598.79	\$79,185.52
Step 9	\$39.59	\$3,167.42	\$6,862.74	\$82,352.94
Step 10	\$41.18	\$3,294.12	\$7,137.25	\$85,647.06
Step 11	\$42.82	\$3,425.88	\$7,422.74	\$89,072.94
Step 12	\$44.54	\$3,562.92	\$7,719.65	\$92,635.86
Step 13	\$44.98	\$3,598.55	\$7,796.85	\$93,562.21

PO 15 (Corrections Sergeant)

	Hourly	Biweekly	Monthly	Annually
Step 1	\$36.13	\$2,890.46	\$6,262.66	\$75,151.95
Step 2	\$38.12	\$3,049.40	\$6,607.04	\$79,284.51
Step 3	\$40.21	\$3,217.16	\$6,970.51	\$83,646.11
Step 4	\$42.43	\$3,394.11	\$7,353.90	\$88,246.80
Step 5	\$44.76	\$3,580.78	\$7,758.35	\$93,100.18
Step 6	\$47.22	\$3,777.75	\$8,185.12	\$98,221.45
Step 7	\$49.82	\$3,985.49	\$8,635.24	\$103,622.85
Step 8	\$52.56	\$4,204.71	\$9,110.21	\$109,322.57
Step 9	\$55.45	\$4,435.97	\$9,611.27	\$115,335.29
Step 10	\$56.00	\$4,480.33	\$9,707.39	\$116,488.64

ATTACHMENT A

City of Las Vegas
Human Resources

Salaries for Grades with Steps
for POA Classified EEs
Effective Date 01-JUL-2023

Date Created: 10-AUG-2022
Page: 2 of 2

New PO 6 (Corrections Officer)

	Hourly	Biweekly	Monthly	Annually
Step 1	\$30.23	\$2,418.55	\$5,240.19	\$62,882.34
Step 2	\$31.44	\$2,515.29	\$5,449.80	\$65,397.63
Step 3	\$32.70	\$2,615.91	\$5,667.79	\$68,013.54
Step 4	\$34.01	\$2,720.54	\$5,894.51	\$70,734.08
Step 5	\$35.37	\$2,829.36	\$6,130.29	\$73,563.44
Step 6	\$36.78	\$2,942.54	\$6,375.50	\$76,505.98
Step 7	\$38.25	\$3,060.24	\$6,630.52	\$79,566.22
Step 8	\$39.78	\$3,182.65	\$6,895.74	\$82,748.87
Step 9	\$41.37	\$3,309.95	\$7,171.57	\$86,058.82
Step 10	\$43.03	\$3,442.35	\$7,458.43	\$89,501.17
Step 11	\$44.75	\$3,580.05	\$7,756.77	\$93,081.22
Step 12	\$46.54	\$3,723.25	\$8,067.04	\$96,804.47
Step 13	\$47.01	\$3,760.48	\$8,147.71	\$97,772.51

PO 15 (Corrections Sergeant)

	Hourly	Biweekly	Monthly	Annually
Step 1	\$37.76	\$3,020.53	\$6,544.48	\$78,533.79
Step 2	\$39.83	\$3,186.63	\$6,904.36	\$82,852.31
Step 3	\$42.02	\$3,361.93	\$7,284.18	\$87,410.18
Step 4	\$44.34	\$3,546.84	\$7,684.83	\$92,217.91
Step 5	\$46.77	\$3,741.91	\$8,107.47	\$97,289.69
Step 6	\$49.35	\$3,947.75	\$8,553.45	\$102,641.42
Step 7	\$52.06	\$4,164.84	\$9,023.82	\$108,285.88
Step 8	\$54.92	\$4,393.93	\$9,520.17	\$114,242.09
Step 9	\$57.94	\$4,635.59	\$10,043.78	\$120,525.38
Step 10	\$58.52	\$4,681.95	\$10,144.22	\$121,730.63

*FY24 salary schedules are subject to change based on changes to PERS contribution rates