CLARK COUNTY DEPUTY SHERIFFS ASSOCIATION

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Las Vegas Metropolitan Police Department

Collective Bargaining Agreement

August 1, 2026 – June 30, 2029

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ARTICLE 1 - PREAMBLE

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

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

ARTICLE 2 - RECOGNITION

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

The Association shall be notified of additions to the eligible classifications, within seven (7) days of posting for the position classification and shall receive thirty (30) days advance notice of any deletions. Upon written request by the Association, the parties shall meet and confer regarding deletions within the 30-day notification period referenced herein. Both parties recognize that the Association retains its right to appeal under the provisions of NRS 288.170.

2.2 List of Eligible Class.

	Salary Range
Deputy Sheriff I	M21 (PPA CBA)
Deputy Sheriff III	M22 (PPA CBA)
Deputy Sheriff IV	M23 (PPA CBA)
Deputy Sheriff V	M24(PPA CBA)

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

- Those employees subject to another bargaining unit under the provisions of Chapter 288, NRS;
- Administrative employees, as defined by NRS 288.025 and appointed by the Sheriff and any confidential employees as prescribed by NRS 288.170(4) and defined by NRS 288.170 (6).
- Employees exempted in accordance with NRS 245.216 and NRS 3.310.

- Probationary employees
- Temporary Employees
- Part-time Hourly
- Volunteers

2.4 Withdrawal of Recognition. Subject to the provisions of NRS 288, the Department reserves the right to withdraw recognition of the Association in the event the Association:

- Fails to present a copy of each change in its constitution or bylaws, if any, or to give notice of any change in the roster of its officer, if any, and representatives;
- Disavows its pledge not to strike against the local government employer under any circumstances;
- Ceases to be supported by a majority of the local government employees in the bargaining unit for which it is recognized;
- Fails to negotiate in good faith with the local government employer.

Such action shall only be taken if the Department first receives the written permission of the Local Government Employee-Management Relations Board.

ARTICLE 3 - RIGHTS OF THE DEPARTMENT

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

- The right to hire, direct, promote, classify, or transfer an employee; excluding the right to transfer an employee as a form of discipline;
- The right to reduce in force, or lay off any employee because of a lack of work or lack of funds, subject to Article 10 - Reduction in Force Procedure of this contract;
- The right to determine appropriate staffing levels and work performance standards; except for employee safety considerations;
- The right to determine work schedules, tours of duty, location and daily assignments; excluding the right to assign an employee as a form of discipline;
- The right to determine the quality and quantity of services to be offered to the public and the means and methods of offering those services;
- The right to determine the content of the work day, including, without limitation, workload factors, except for employee safety considerations.

- The Department is entitled to take whatever action may be necessary to carry on its responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder. Such actions may include the suspension of this collective bargaining agreement for the duration of the emergency. Any action taken by the Department under the provisions of this subsection shall not be construed as a failure to negotiate or keep the intended good faith.

- The Department shall have the right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its employees.

- The Department shall have the right to develop and train employees and determine corresponding criteria and procedures.

Nothing contained within this Agreement shall modify the above identified management rights.

ARTICLE 4 - EMPLOYEE RIGHTS

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

4.2 Protection from Discipline. No discipline shall be imposed on any employee when an employee participates as a witness or consultant in an internal investigation, disciplinary hearing, or general fact finding on any matter related to this contract, unless the text of the employee's testimony implicates the employee in any criminal act, perjury, willful distortion of the facts, or violation of Department rules or policies, in which case the discipline shall not be more severe than if the employee's violations had been discovered through regular means.

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

In accordance with NRS 288.270 (1) (a), no Department member shall prevent any employee covered by this Agreement from having contact with the Association. This contact may occur during the work hours when approved by the supervisor based on operational needs. Notwithstanding the above, the employee may contact the Association at any time during a break, lunch or off duty without the supervisor's knowledge or approval.

4.4 Notice of Investigatory Interviews. Whenever an employee covered by this Agreement is a party to an internal investigation as a subject or witness and is so notified as per Department Procedure 8.330 or MOVE policy, such notice shall be e-mailed to the President of the Association and the Labor Representative.

Notification to the President, Labor Representative and employee shall be completed the same business day. If the notice is e-mailed to the President and Labor Representative any time after 3:00 p.m. on the last business day of the week, the President 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 agree that the employees in this Bargaining Unit are "peace officers Category 1" and are covered by NRS 289.

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 the Internal Affairs Bureau (IAB) and his/her decision regarding the matter shall not be appealable.

D. When alleged employee misconduct is discovered during the course of an internal affairs (IA) 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. 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 IA investigation will be undertaken. This alleviates the need for any notice while a supervisor or IAB is conducting a preliminary review to determine if an investigation should go forward.

F. Untruthfulness during an IA 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 IAB 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 IA 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, IAB, 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.

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.

4.5 Employee File. Employees' files and records shall be maintained in a confidential manner. Access to employee's personnel file that is maintained in Labor Relations shall normally be limited to the employee's direct chain of command and other authorized members of the Department as needed. A record of this access shall be logged and maintained within the employee's file. Maintenance of these files shall not normally be assigned to part-time employees unless those employees are assigned to the Office of Labor Relations and sign a confidentiality agreement.

The Association agrees that any files maintained by the County concerning employees in this Bargaining Unit, will be provided to the Department and will be part of the employee's personnel file, maintained by the Department by the Office of Labor Relations.

ARTICLE 5 - ASSOCIATION RIGHTS

5.1 Association Representatives. The selection of representatives, officers, and the negotiation team is the sole responsibility of the Association. The Association may identify one (1) steward, to be designated by the membership.

Within 30 days of signing this Agreement, the Association shall inform the Director of Labor Relations, in writing, of the Association's selection for steward and elected officers. The Association shall notify the Department, in writing, within 10 working days of any change regarding stewards of elected officers.

The Association shall also notify the Department, in writing, within 10 working days of any change regarding the Labor Representative.

5.2 Association Business. Association Business shall be limited to the representation of employees during internal investigations or other meetings in which the employee has a reasonable belief that discipline might result, grievance review meetings, hearings, or terminations, negotiations, administration of the collective bargaining agreement, attendance at the legislative sessions, and conventions, seminars, or any necessary training.

Association activities and business shall not interfere with any employee's duties.

5.3 Time. The Association will be permitted to use up to 100 hours of paid leave Association time**.** In exchange for this 100 hours of paid leave Association time, employees will no longer be granted time, during their working shift to donate blood.

Representatives shall devote time provided by the Department to Association Business.

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

An employee shall not be compensated by the Department or through Association Leave for participating in Association Business outside of his/her scheduled shift.

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

The Payroll Section will submit a monthly report of Association time used via email to the CCDSA President and the Office of Labor Relations. However, if time is entered through ESS, Payroll will submit a report to the Association at the end of the pay period. The Association will notify Payroll if they disagree with any time charged to Association time.

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

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

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

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

ARTICLE 6 - ASSOCIATION SECURITY

6.1 Dues Check-Off. Employees covered herein may authorize payroll deductions for the purpose of paying Association dues. Upon signed authorization from the employee, on the approved Department form, the Department agrees to deduct bi-weekly from the wages of said employee. Such sums will be reflective of the current Association dues as approved by the membership. Each covered employee shall have the right to terminate such payroll deductions subject to the provision below.
The Department agrees not to honor any check-off authorizations or dues deduction authorizations executed

by any employee in the bargaining unit in favor of any other labor organization or organization representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members.

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

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

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

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

ARTICLE 7 - DEPARTMENT SECURITY

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

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

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

ARTICLE 8 - CORRECTIVE ACTION AND PERSONNEL FILES

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

8.2 Corrective Disciplinary Action. The Department and the Association agree that the Aggravated/Mitigated Disciplinary Decision Guide (Exhibit B) will determine the appropriate level of

discipline and the disciplinary process will proceed, as outlined in the Managing Employee Performance & Conduct: a Handbook for Divisions and Bureau Commanders. The Guide can only be modified through negotiations of the Department and Association.

- All discipline will be documented on an Adjudication of Complaint form. The statements on the form must clearly outline the specific unacceptable performance or conduct, the specific violation(s) of Department Rules, Regulations, and/or Procedures which is alleged to have occurred and the discipline. The employee will be shown a copy of the Adjudication of Complaint, will be allowed to read it, and will then sign the form acknowledging receipt. The employee will be given a copy of the Adjudication of Complaint.

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

- *Written Reprimand* - This is the first level of discipline which is documented, and which may be placed in the employee's personnel file.

- *Suspension* - Suspension is used when a written reprimand has not corrected the specific unacceptable performance or conduct. Suspension may be used as the first or second step when a disciplinary offense is clearly of such a serious nature that a suspension is the appropriate corrective action.

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

8.3 Alternative Actions. Other action may be appropriate under some circumstances.

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

- Unsatisfactory Work Performance – When either the Association or Labor Relations becomes aware of a non-probationary employee having documented performance issues, a meeting will be held between Labor Relations, the Association, and the employee's chain of command. The meeting will be held to agree upon timelines and to develop a proficiency plan. The proficiency plan will outline the steps to be taken for the employee to meet standards. The Department will have final approval of the proficiency plan.

  If the employee is not meeting standards within the timeframes established, the employee will be given the option to resign, or the employee may be subject to the pre-termination process. If termination occurs, such action will not be considered as disciplinary in nature and will remain eligible for future rehire. The employee may appeal the termination to arbitration as provided in Article 9 – Grievance Procedure.

8.4 Purging Files and Records.

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

If an employee, upon examining his/her personnel file, has reason to believe there are inaccuracies in the documents therein, the employee may write a memorandum to the Deputy Chief of the Professional Standards Division explaining the alleged inaccuracy and ask that the documents be corrected or removed. The Deputy Chief/designee shall investigate the employee's request within 30 calendar days, advise the employee's chain of command, make any appropriate correction, or removal if warranted, and advise the employee of the decision. The employee's memorandum shall be attached to the material in question and filed therewith if the documentation is not changed.

Purging. All disciplinary matters will be removed from the personnel file at the following times:

Written Reprimand – 18 months after the date the employee signs or is given the opportunity to sign the adjudication or three (3) months after the filing of the statement of complaint. The earlier of these two dates will start the purge period. Any subsequent statement of complaint which results in discipline shall extend the purging of the original discipline by the purge length of the latest disciplinary action.

Minor Suspension and Disciplinary Transfers - three (3) years after the date the employee signs or is given the opportunity to sign the adjudication or three (3) months after the filing of the statement of complaint. The earlier of these two dates will start the purge period. Any subsequent statement of complaint which results in discipline shall extend the purging of the original discipline by the purge length of the latest disciplinary action.

Major Suspension - five (5) years after the date the employee signs or is given the opportunity to sign the adjudication or three (3) months after the filing of the statement of complaint. The earlier of these two dates will start the purge period. Any subsequent statement of complaint which results in discipline shall extend the purging of the original discipline by the purge length of the latest disciplinary action.

In no case will subsequent discipline shorten the purge date of the prior discipline.

In all circumstances where investigations are delayed because of a criminal investigation or the employee’s leave, the purging date will begin the date the employee signs or is given the opportunity to sign the adjudication, or three (3) months after the completion of the criminal investigation or the date Internal Affairs is cleared to conduct their investigation. The earlier of these dates will start the purge period. In cases of any extended period of absence of the employee, the purge period will begin the date the employee signs or is given the opportunity to sign the adjudication.

A contact report will not be maintained in the personnel file. Contact reports in a supervisory file may be utilized to show that discipline was warranted.

Purged documents may be retained by the Department pursuant to any applicable statutory document retention schedules; however, such documents may not be used by the Department for disciplinary purposes in the future. Evidence of purged discipline can only be raised for rebuttal purposes in an administrative hearing if the employee claims he/she has no disciplinary history.

ARTICLE 9 - GRIEVANCE PROCEDURE

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

A. The application or interpretation of this collective bargaining Agreement, except as stated herein or if the provision or section is a management right.

B. A written reprimand.

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

D. A major suspension (40 hours).

E. Termination

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

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

9.2 Process. All grievances shall be filed in writing, on an approved grievance form; shall be dated as of the date filed; and shall specify the alleged violation. The grievance shall also specify the known circumstances and facts, including names, dates, etc., which are alleged to constitute the violation. The grievance will be emailed to Labor Relations at LRGrievances@lvmpd.com during normal business hours with delivery receipt notification selected.

Grievances shall be filed within 15 calendar days of the employee's knowledge or when the employee should have known of the occurrence giving rise to the grievance. With regard to disciplinary appeals, this shall be the date the employee signed his/her Adjudication of Complaint and received a copy of the adjudication.

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

If the dispute is related to subsections C or D above, the grievance is transmitted to the Deputy Chief/Assistant Sheriff/ or the next level of supervision above the parties involved in the pre-discipline meeting.

If the dispute is related to discipline received as a result of a UOFB (Use of Force Board) or the TRB

(Tactical Review Board), the grievance will be transmitted to the Sheriff. If the dispute is not resolved at this level, the Association and the Department agree to move to Step 3. If the discipline received is a written reprimand, the Association and the Department agree Step 1 will be the final decision on the matter.

The Bureau Commander/Director/designee or in the case of disputes related to subsections C or D, the Deputy Chief/Assistant Sheriff, or in the case of discipline received at the UOFB or TRB, the Sheriff shall initiate an investigation of the grievance and within 30 calendar days of the filing of the grievance, hold a meeting with the grievant in an effort to understand the basis of the grievance and attempt to resolve the issues in dispute. In the event the grievance is not resolved at the meeting(s), held as a result of the investigation, the Reviewer shall submit to the grievant and the Association, in writing, a response to the grievance within 30 calendar days of the filing of the grievance. This shall complete Step 1 of the procedure.

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

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

The list of arbitrators will be maintained by the Association and the Labor Relations Section. The parties will select five (5) arbitrators that are listed on AAA or FMCS rosters to serve on the panel, two (2) selected by the Association, two (2) selected by the Department, and a fifth (5^{th}) Arbitrator who shall be approved by both the Association and the Department. If mutual agreement cannot be reached on the fifth (5^{th}) Arbitrator, the list will remain at four (4) until the parties reach an agreement on the fifth (5^{th}) Arbitrator. This selection will occur before the parties ratify the contract. The selected arbitrators may only be removed from the panel by mutual agreement or failure to remain on the AAA or FMCS rosters.

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

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

The parties agree that Step 3 will be a modified arbitration, for disputes pursuant to section B, C, or D. The

selection process for the Arbitrator will follow the same guidelines and be part of the same rotation process set forth below. After the arbitration, the case will be submitted to the arbitrator who will decide the outcome, based on the exhibits and the testimony at the hearing. No briefs will be submitted by either party. The arbitrator must provide his/her decision either the day of the hearing or no later than two (2) weeks after the date of the hearing. In complex cases or cases with a large amount of evidence, the parties may agree, or the arbitrator may request that written briefs are provided to the arbitrator in advance of his/her decision.

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

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

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

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

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

ARTICLE 10 - REDUCTION IN FORCE PROCEDURE

10.1 Notice. Whenever it is determined that a layoff of employees may occur because of a job or position being abolished, lack of work or lack of funds, the Department shall give written notice of the layoff,

including the specific reason(s) such action is necessary and the estimated length of the layoff period to the Association President at least seven (7) calendar days prior to the effective date of notification to employees.

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

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

To provide for the continued operation of the Department, the Bureau Commander may exempt one (1) position authorized in the current budget and retain that employee regardless of seniority.

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

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

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

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

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

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

In the case of classification seniority ties, overall Departmental plus County (in the same job position) seniority shall determine the most senior employee.

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

10.3 Re-Employment.

List - The name of an employee who has been laid off shall be placed on a re-employment list by

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

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

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

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

Accruals - When an employee is recalled from layoff and re-employed, he/she is considered to have continuous service credit, less the time spent on layoff, for computation of future earned vacations. Sick leave will be reinstated in an amount equal to that as of the date of the employee's layoff if he/she does not receive a payout as described in 11.12 Payout. In the event the employee received sick leave payout at the time of layoff, he/she may elect to have all his/her sick leave accruals reinstated at the time of re-employment by reimbursing the Department the amount of the payout for sick leave at the time of layoff. In the event reimbursement is made, the employee will remain eligible for sick leave payout as described in 11.12 Payout.

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

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

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

10.4 Grievance of this Article. An employee shall have no right to grieve any provision of this Article.

ARTICLE 11 - SICK LEAVE

11.1 Accrual. Each employee of the Department shall be entitled to .05 hours of Sick Leave for each hour of paid time status in any one bi-weekly pay period, excluding overtime. Accrual of Sick Leave is unlimited.

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

11.3 Bereavement. Shall be used as needed by employees who are required to absent themselves from work for bereavement up to a maximum of 80 hours per occurrence, subsequent to the death of a member of their immediate family. Employees have the option of using any accrued leave for bereavement purposes.

The Sheriff/designee may grant more than 80 hours, not to exceed 240 hours, upon request of the employee. Employees may utilize other paid leave for the purpose of bereavement.

11.4 Application to FMLA. See Department Procedure 11.525 for FMLA (3/05)

11.5 Immediate Family. For purposes of this Article, "immediate family" shall be defined as a spouse, parent, sibling, child, grandchild, and grandparent (including legally adoptive relationships, current in-laws, and step relations), or any of the previously specified relationships to the employee's spouse, domestic partner or significant other. For the purpose of 11.2 and 11.3 only, significant other shall be interpreted to apply when it involves a person the employee regularly and continually lives with that, they consider a mate.

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

Sick Leave Request - Employees are required to submit a sick leave request 48 hours of returning to duty as evidence that the reason for the employee's absence was a legitimate use of sick leave as outlined above. If an employee calls in sick, they will be carried as sick.

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

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

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

11.9 Abuse. Utilization of sick leave for purposes other than those defined in this Contract shall be considered evidence of abuse.

Supervisors are expected to monitor their employees' usage of leave for sick and may give a Contact Report or open a Statement of Complaint when evidence of abuse exists and/or for excessive use of sick leave.

When an employee has used 90 hours for sick in a rolling calendar year, supervisors shall remind the employee of their sick usage and potential available rights and shall document this conversation on a Contact Report.

When an employee continues usage in the same rolling calendar year and reaches a minimum of 100 hours for sick, supervisors shall document this usage on a second contact report.

When an employee continues usage in the same rolling calendar year and reaches a minimum of 110 hours

for sick, supervisors may open a Statement of Complaint when after consultation with Labor Relations, it has been determined to be appropriate.

Discipline will not be applied for documented extended illnesses or injuries.

The Parties agree that a Statement of Complaint for excessive sick leave will not be opened unless the employee has received at least two (2) Contact Reports.

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

11.11 Bonus Time. If a permanent employee uses sick leave (including FMLA,) leave without pay (except for military leave), or a combination thereof totaling 24, 27, 30 or 36 hours or less within a year, based on the employee's corresponding primary shift schedule, the employee will receive three (3) shifts of bonus time hours based on the employee's regular work schedule of (eight (8), nine (9), ten (10), or 12 hours) on the employee's hire date anniversary, which shall be credited to the employee's bonus leave account the following pay period. Non-accrual workers compensation salary extensions can also affect your bonus award, (see Article 12.2). Employees can only accrue 240 hours of bonus time.

11.12 Payout. The purpose of this provision is to offer an incentive to employees to maintain a maximum number of accumulated Sick Leave days to their credit so that any extended illness may be more adequately covered for such emergencies. An employee may utilize the benefit of this provision two times if rehired, not to exceed the established maximum payouts when combined.

Effective July 1, 2019, in order to receive shift differential pay, the employee must have worked in the assignment at least five (5) months prior to separation. Employees who within five (5) months from separation from the Department, are transferred as a result of an involuntary transfer, are excluded from the five (5) month requirement and will receive the cash out at the pay of the assignment immediately preceding the transfer, if they had been assigned there at least five (5) months.

Table:

Years of Service	Sick Leave Cash Out
0-9	Not eligible
10-14	50% of balance up to 1,250 hrs
15-19	62.5% of balance up to 1,250 hrs
20-24	75% of balance up to 1,250 hrs
25-29	87.5% of balance up to 1,250 hrs
30+	100% of balance up to 1,250 hrs

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

In the event of an in-line-of-duty death, the employee's beneficiary will receive 100% payment at the regular rate of pay for all sick leave hours accrued at time of death.

ARTICLE 12 - SERVICE CONNECTED DISABILITY

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

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

After the initial 800-hour period, sick and annual leave will not accrue. At the time of bonus time accrual (employee's hire date) if an employee has more than three (3) shifts of non-accrual workers compensation, they will not be eligible for bonus hours. This also applies to any approved non-accrual hours.

It is the intent of the Department to pay the on-the-job injured employee (as outlined in this Article) the difference between full base salary and that provided by the Workers Compensation System as salary continuance. Therefore, the employee shall return to the Department all salary continuance payment by the Workers Compensation System covering the period enumerated in 12.1 of this Article. No supplemental benefit shall be paid until after the employee has deposited the Workers Compensation System lost time benefit check with the Department or the Workers' Compensation System has issued the Department a voucher for lost time.

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

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

Procedural Requirements - Before the Department grants these benefits, the employee shall comply with reasonable administrative procedures established by the Department. The Department may also request, at its option and expense, that the employee be examined by a physician appointed by the Department. The examining physician shall provide to the Department and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his normal work duties and/or whatever, if

any, work duties the employee is able to perform or unable to perform. The Department may further require that such injured employee make himself/herself available for temporary modified duty as soon as possible after release by a qualified physician which may be either Department or employee appointed.

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

ARTICLE 13 - MISCELLANEOUS LEAVES

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

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

At the beginning of each calendar year or after a change in status or assignment, 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 active 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 bureau file.

The employee will provide an LVMPD 2 Application for Leave form or an electronic leave request through the Employee Self Service (ESS) to his/her immediate supervisor at least two (2) weeks prior to the scheduled military leave, when possible. The supervisor will forward the form to Payroll for processing. A copy of the military duty documents must be given to the home bureau for submission to Payroll (military duty documents required may be unit training schedules, earning statements, orders or DD214's). Emails are not acceptable documentation but may be used to transmit PDF copies of above acceptable documents. If the employee was unable to provide the appropriate documentation prior to his/her military leave, the paperwork must be submitted within 30 calendar days after deployment.

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

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

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

Except as provided in 13.2 Military Leave above, periods of leave without pay in excess of 160 work hours shall not be credited for purposes of completion of probation, salary increases, time in grade for promotion, or except in the case of military leave without pay, seniority or computing longevity pay. The employee's hire, longevity, seniority, and merit dates shall be adjusted accordingly, and the employee shall receive credit for all time for which the employee was actively working for the Department.

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

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

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

Employee Requirement:

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

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

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

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

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

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

of the Director of the Office of Human Resources.

13.3 Maternity/Paternity Leave. Employees shall be entitled to take up to six (6) months of leave for maternity/paternity purposes commencing as determined below within 12 months following the birth, placement of a son or daughter with the employee for purposes of adoption or foster care, or adoption of the child; the provisions of Department Procedure 11.525 Family and Medical Leave Act (3/05) will apply concurrently with this benefit.

Pursuant to the dictates of the Pregnancy Discrimination Act (PDA), Public Law 95-555, if an employee is temporarily unable to perform her job duties due to a medical condition related to pregnancy or childbirth, the employee shall be treated in the same manner as other employees affected by other temporary disabilities.

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

13.4 Family and Medical Leave. Refer to Department Procedure 11.525 (3/05).

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

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

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

The request must be accompanied by a medical statement from the attending physician estimating the amount of time the employee will be unable to work and the expected return to duty date.

The Association will establish eligibility standards and will review the request to verify the employee's eligibility to receive leave donations. The Association will conduct the solicitation of donations and will be limited to an information-only solicitation, with no personal lobbying by employees. Solicitations will be conducted for a 30-day period of time and all donations will be submitted to the Association on the provided form.

Donations can be made from the donor's Bonus hours, Annual Leave, and/or Personal Holiday. Sick Leave can only be donated when the employee has accrued at least 1,250 Sick Leave hours. Donations will be made by filling out an Application for Leave form, indicating the amount and type of leave to be donated, and if donating to a specific person, the name of the person receiving the donation written in the comments section of the form. These Application for Leave forms will be sent to the Association office for processing. (If no specific name is indicated on the form, the donation will go into a CCDSA Catastrophic Leave bank for use by eligible employees of this bargaining unit). The minimum donation is four (4) hours. Employees must have an Annual Leave balance of at least 40 hours after the donation.

The Association will forward donations to the Department Payroll Section, where the donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to Sick Leave at the hourly rate of the recipient. If any donated hours remain at the end of the employee's Catastrophic Leave period, they will transfer to the CCDSA Catastrophic Leave Bank.

From the date of ratification of this Agreement forward, if an employee receives no donations or exhausts their donated hours, the employee may be eligible for up to 160 Catastrophic Leave Bank hours if approved by the Association.

When an employee utilizes leave from the CCDSA Catastrophic Leave Bank, the employee will be required to reimburse the bank with accrued Annual Leave at the rate of two (2) hours per pay period. This reimbursement will only be required for bank hours utilized up to a maximum of 160 hours. An employee may only have one open Catastrophic Leave deduction at a time. If an employee separates from employment for any reason before reimbursing the CCDSA Catastrophic Leave Bank for borrowed time, the balance owed to the bank will be deducted from the employee's final paycheck, cash out check or both.

Eligible Employees - The Catastrophic Leave Program is available to all collective bargaining unit employees who require a minimum of 160 hours of leave after all accrued leaves have been exhausted. This may also apply to intermittent leave situations directly associated with the catastrophic leave request. The following requirements must be met:

- Employees must complete initial probation with the Department prior to becoming eligible for the Catastrophic Leave Program.

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

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

  Catastrophic Illness/injury is an illness or injury that keeps an employee from performing the duties of their job (i.e., the employee is hospitalized, homebound or is the primary care giver to a member of their immediate family). See section 11.5 for immediate family definition.

Employees with an approved work-related Worker's Compensation claim are not eligible for the Catastrophic Leave Program, unless the employee has exhausted all hours provided under Article 13 of this Agreement.

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

ARTICLE 14 - HOLIDAYS

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

January 1 (New Year's Day)
3rd Monday in January (Martin Luther King Day)
3rd Monday in February (Presidents Day)
June 19th (Juneteenth)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
Last Friday in October (Nevada Day)
November 11 (Veterans Day)
4th Thursday in November (Thanksgiving)
4th Friday in November (Day after Thanksgiving)
December 24 (Christmas Eve Day)
December 25 (Christmas Day)
Three (3) Personal Holidays

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

14.2 Personal Holiday. Employees are authorized three (3) personal holidays annually after six (6) months of continuous full-time service. These days must be used by June 30th of each fiscal year. If the employee requests a personal holiday, the supervisor may not deny the request without approval of the Bureau Commander on a case-by-case basis.

The personal holiday is to be taken as a full day.

When an employee chooses to utilize and is granted a personal holiday on a designated holiday, the employee will receive their normal salary for the holiday on a straight time basis for the hours they would have worked. Also, the employee shall receive an additional eight (8), nine (9), 10, or 12 hours of vacation leave credited to their vacation account, depending on his/her regular schedule. The employee will lose the personal holiday once it is exercised in this manner.

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

14.4 Holiday Compensation. With the exception of the personal holiday, when an employee is required or is authorized by the employer to work on the holidays recognized in this Article, the employee shall receive eight (8), nine (9), ten (10), or 12 hours of vacation or straight time pay depending upon their regular work schedule. For all hours worked over the employee's regularly scheduled shift of eight (8), nine (9), ten (10), or 12 hours, the employee shall be paid at the overtime rate.

Employees who call in sick on a holiday will be carried as sick and payroll will post off in-lieu of holiday-sick. Sick accruals will not be deducted, but this sick leave will count toward bonus time eligibility. Employees who are off-duty on workers' compensation shall be considered off in lieu of the holiday.

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

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

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

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

ARTICLE 15 - VACATION

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

15.2 Eligibility. Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service. If an employee has selected holiday vacation accrual, the employee is eligible to use his/her holiday vacation accrual before the completion of six (6) months of service**.**

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

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

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

In order to receive shift differential pay, the employee must have worked in the assignment at least five (5) months prior to separation. Employees who within five (5) months from separation from the Department, are transferred as a result of an involuntary transfer, are excluded from the five (5) month requirement and will receive the cash out at the pay of the assignment immediately preceding the transfer, if they had been assigned there at least five (5) months.

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

15.7 Break in Service. The provisions of 17.1 shall be applied and any break in service shall not be bridged for the purpose of accruing annual leave.

15.8 Sellback. Any employee who has completed his/her initial probation, including rehire status may elect to exchange up to forty (40) hours of vacation or bonus leave (or any combination thereof) for up to forty (40) hours of gross salary, excluding overtime.

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

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

The rate of pay will be the same as what is received if the employee were to work his/her regular shift.

ARTICLE 16 - SENIORITY

16.1 Definition. Seniority shall be determined based upon:

- Last date of hire with the Department upon completion of probation (department seniority); or
- Last date of placement in classification upon completion of probation (classification seniority);

For those employees employed by the County in the Clark County Sheriff's Civil Process Section prior to the date of the Interlocal Agreement For the Transfer of Responsibilities of the Clark County Sheriff's Civil Process Section From Clark County to the Las Vegas Metropolitan Police Department, March 18, 2019, time with the County will be included as part of Department and Classification Seniority.

Seniority will be lost whenever an employee:

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

Examples (Not intended to be all inclusive)

SITUATION	SENIORITY STATUS
Newly hired	Time in classification
Promoted	Time in new classification
Reinstatement to previously held classification while on probation	Time in both classifications
Reduction to previously held classification not part of a career path, if off probation	Retain seniority accrued in previously held classification.

Reduction to previously held classification part of a career path (as designated herein) if off probation	Retain seniority in the classification previously held to include time spent in the classification in the career path position.
Reduction to a classification never held before	Time in new classification only
Promote and complete probation in new classification, reduce to another classification, promote back to previously held classification	No bridging of time. Time in promoted classification starts a new.

Employees shall participate in an annual bidding process for area assignments and shift preferences based on classification seniority. When employees have the same seniority date the employee's placement on the hiring list shall prevail (the higher rank employee shall have seniority).

ARTICLE 17 - HOURS

17.1 Work Week. The Department and the Association agree that the normal paid weekly working hours shall be 40. Upon management decision, employees will work a ten (10) hour day, four (4) day work week with three (3) consecutive days off, or twelve (12) hour days working a 2,2,3-day cycle over a 14-day period. Two (2) days on, two (2) days off and three days on one week and two (2) days off, two (2) days on and three (3) days off. However, if mutually agreed, an alternate work schedule may be utilized.

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

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

17.2 Breaks/Meals. The employee is entitled to a one (1) hour paid meal break each normal work shift. The meal break will normally be taken during the middle one-half of the employee's shift. The employee is also entitled to a ten-minute rest break for every four (4) hours worked each shift. Rest breaks will normally be taken near the middle of the first and last half of the employee's shift. The employee must work at least one-half of their normal scheduled shift in order to be entitled to a paid meal break. Employees who work an overtime shift on their regular day off will be entitled to a one half (1/2) hour paid meal break for a shift scheduled for six (6) to nine (9) hours and a one (1) hour paid meal break for a scheduled shift of ten (10) hours or more. The timing of meal and rest breaks are to be flexibly arranged by the immediate supervisors. Generally, breaks shall not be scheduled by the supervisor within one (1) hour of the employee's starting time, quitting time, or meal breaks. Furthermore, meal breaks and rest breaks shall not normally be combined unless the work situation requires a different practice.

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

Employees may not work overtime without the approval of their supervisor. All overtime must be approved in writing by the employee's supervisor before the overtime is worked and must indicate whether payment is to be made in cash or in compensatory time. Employees working at a remote assignment may be given

the written overtime approval at the beginning of the employee's next shift after verbal approval by their supervisor before the overtime is worked.

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

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

In no event will compensatory time accumulation exceed 80 hours.

The use of compensatory time off will be allowed on the basis of operational requirements and necessity. All time off scheduling will default to compensatory time first unless it would result in the loss of accrued vacation leave. Compensatory time will also be used as a first default when sick is exhausted if not already identified.

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

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

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

ARTICLE 18 - MEDICAL BENEFITS

18.1 Medical Insurance. To be eligible for group insurance, an employee must occupy a permanent budgeted position and work full-time and meet the necessary qualifying periods associated with insurance program. The Department will then be responsible for the pro-rata share of the premium based on hours worked as a percentage of forty (40) hours per week. Any employee who is on an authorized leave without pay status over thirty (30) consecutive calendar days will be responsible as of the 31st day for reimbursing the Department for the employee's insurance premium, the total dependent coverage insurance premium. If the leave without pay status does not coincide with the premium payments, then any such premiums shall be pro-rated.

18.2 Employee Contribution. Employees who elect to have group insurance shall pay the following percentage of the total health and dental insurance premium per month.

Employee Only	5.5%
Employee & Spouse	10.0%

Employee & Children	7.0%
Employee & Family	10.5%
Employee hired after June 21, 2011	10.0%

18.3 Life Insurance. The Group Health Plan may include a life insurance policy. LVMPD also provides a $25,000 Basic Life and $25,000 Accidental Death and Dismemberment policy for each employee.

ARTICLE 19 – COMPENSATION

19.1 Wages. Effective August 1, 2026, the Department and the Association agree that the salaries paid to the employees represented by the Association as identified in Article 2, will be the salaries assigned to the salary ranges as shown in Attachment A to the Las Vegas Police Protective Association's (PPA) Collective Bargaining Agreement.

The Department and the Association agree that this article will no longer be bargained, and the employees will receive wages as outlined in the PPA CBA, Article 13.1 and Attachment A. The Department and the Association also agree that the Association will receive at the same time as the PPA any and all future salary increases allocated to the PPA. Furthermore, the Parties agree that as employees in the bargaining unit separate, their position will be replaced with a police officer position.

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

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

19.2 Merit Increase Eligibility. Employees shall be eligible for consideration of a 4% merit increase within the pay scale upon:

- Satisfactory performance upon completion of six (6) months of initial full-time continuous service,
- Successful completion of a probationary period for probationary employees,
- Satisfactory performance upon completion of six (6) months when newly promoted,
- Receiving satisfactory Performance Appraisal on the anniversary date of their employment in such class.

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

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

19.4 Overtime Pay. Overtime pay is defined as additional compensation earned by an employee who actually works more than 40 hours in a pay week or, if an alternate work shift is agreed to, eighty (80) over a fourteen (14) day work period. An employee required to work beyond those hours normally scheduled in a tour of duty shall be compensated for each such hour worked at a rate of one and one-half (1 ½) hours pay at their regular rate of pay.

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

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

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

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

Per NRS 286.025 (2(b)(2)), Employees who became members of PERS on or after January 1, 2010 will not be eligible for PERS contributions on their call-back pay unless the call-back is in response to an emergency. Emergency, per this statute, means a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate the endangerment of lives, health, or property. Such an emergency must be declared by the Sheriff or a designee.

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

Off-Duty - Eligible members required to appear off-duty in any court as a witness for job-related reasons shall be paid for all hours while off-duty and no additional compensation once the employee begins his/her regular duty schedule. If the eligible member's entire appearance is made while off duty, he/she shall be paid with a minimum of two (2) hours overtime. If the eligible member's appearance commences while off-duty, but continues into his/her regular duty hours, he/she shall be paid either the actual overtime worked or the $25 witness fee, whichever is greater. In either event, the eligible member shall also receive an hour at the premium rate for duces tecum subpoenas. All witness fees shall be returned to the Department.

Jury Duty - When an employee is called to jury duty on a work day but is scheduled to work a shift other

than day shift, the supervisor will modify the employee's work schedule according to one of the alternatives below:

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

- Working After Jury Duty Reporting Time

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

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

No civil or criminal case shall be covered by this Article in which the employee has a personal interest.

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

19.7 Holiday Pay. If an employee is required to work on a holiday, compensation shall be made as stipulated in Article 15 of this Agreement.

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

The Bureau Commander establishes and assigns on-call employees.

Compensation for on-call services is:

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

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

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

19.10 Longevity. Employees are not entitled to any pay for longevity.

19.11 Acting Pay. Employees temporarily assigned and approved by the Bureau commander assuming the daily responsibilities of an authorized position of a higher salary grade shall be paid in accordance with the following policies:

A. If the assignment is for seven (7) consecutive calendar days or less, the employee shall receive his own regular rate of pay.
B. If the assignment is for more than seven (7) consecutive days, the employee shall be paid equal to 4% higher than the employee current salary or the minimum rate for the classification in which the employee is acting, whichever is higher.

The start of the consecutive calendar days shall occur based on the first day the employee is actually working and has assumed the operational responsibilities.

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

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

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

Employees that work a shift where their hours of work fully encompass the hours of midnight to 5:00 a.m. will receive an additional 2% differential. Employees that are promoted and are on probation will receive this differential.

19.13 Language Pay. Employees who translate and/or speak a second language, other than English, designated by the Sheriff as a language of high need and who meet the criteria set forth in this section will receive additional compensation. The compensation level for these employees will be $50.00 per pay period for speaking the designated languages and $100.00 per pay period for the ability to translate the written and spoken word of such languages. Proficiency exams will be administered by the Office of Human Resources as needed.

Such employees must pass a Department approved proficiency examination on the ability to speak the designated languages and/or translate to receive payment. In addition, the Bureau Commander will determine the need for these skills and the number of employees designated. This compensation may not transfer or continue based on needs as determined by the Bureau Commander.

19.14 Education Incentive. Employees hired prior to July 1, 2019, who hold the following degrees on July 1st of each fiscal year shall receive one of the following lump sum payments on the first payday in August:

- Any employee in the Unit who has received an Associate's Degree from an accredited college or university shall receive a sum of $600 per year in addition to his/her annual salary.

- Any employee in the Unit possessing a Bachelor's Degree from an accredited college or university shall receive a sum of $1,200 per year in addition to his/her annual salary.

- Any employee in the Unit possessing a Master's Degree or higher from an accredited college or university shall receive a sum of $1,467 per year in addition to his/her annual salary.

The Education Incentive for FY 2019-2020 will be on the earliest paycheck as can be most expeditiously administratively arranged following contract ratification.

19.15 Training Pay. Trainers meeting the established criteria set out below will be paid training pay at the rate of 8% additional compensation for the duration of their training assignment and while assigned a trainee:

Training Criteria:

Trainer – Trainers are those employees who are temporarily responsible for providing comprehensive training to entry level probationary employees.

The trainers' responsibilities include:

- Responsibilities which are over and above the responsibilities outlined in the Department job classification/specifications.

- An extensive, approved training program. This program will be approved at the Deputy Chief level and placed on file at Labor Relations.

- Documenting proficiencies and deficiencies of the trainee;

- Writing and presenting scheduled employee assessment documents as required by the training program.

19.16 New Classifications. Effective July 1, 2026, employees will fall under new classifications based on their current hire date upon completion of the 10th, 15th, and 20th year of consecutive full-time employment with the Department.

- Deputy Sheriff III: Employees with 10-14 years of consecutive full-time employment with the Department.
- Deputy Sheriff IV: Employees with 15-19 years of consecutive full-time employment with the Department.
- Deputy V: Employees with 20+ years of consecutive full-time employment with the Department.

In consideration of these classifications, all employees agree to waive any compensation for being required to be on-call or on standby.

ARTICLE 20 - GENERAL PROVISIONS

20.1 Non-Discrimination. The Department and the Association, and any other party bound by this Agreement, shall each apply the provision of this Agreement equally to all employees in the Association without discrimination as to protected classes, political or personal reasons or affiliations pursuant to Federal and State laws and/or Department policy.

20.2 Uniforms. The Department reserves the right to designate the uniform to be worn. The Department will provide the employee with the uniform, including a hat, light-weight jacket with a liner, duty belt,

under belt, and all required belt accessories. The employee shall be responsible for the purchase of his/her duty weapon, holster, and ballistic vest.

Maintenance. Aside from general upkeep and cleaning, the Department will be responsible for maintenance of weapons. Any mechanical problems with weapons shall be referred to the Department armorer.

Replacement. Any weapon that is damaged or destroyed as a result of a duty related incident will be replaced by the Department.

Stock. The Department will stock a sufficient number of replacement weapons for temporary use when weapons become unserviceable.

Employees shall receive an annual clothing/equipment allowance, in an amount consistent with the most current collective bargaining agreement for the PPA.

Newly hired eligible permanent employees will be entitled to a prorated clothing allowance.

Upon separation, clothing allowance is prorated and reimbursed to the Department for the portion of the year remaining. Members who use leave without pay in excess of 160 hours will also have their clothing allowance prorated and reimbursed to the Department.

20.3 Random Drug Testing Program. The parties agreed to random drug testing. Parameters - Department Procedure 8.166 (12/18) specifies the procedures for random drug testing. In addition to this procedure, the following parameters will apply under this contract:

- The random drug testing program shall apply to the use of any drug which negatively affects performance or the ability of an employee to work in a safe manner.

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

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

Voluntary Identification: An employee may voluntarily identify himself/herself as an abuser of prescription drugs prior to being identified through other means if such use or abuse is the direct result of the prescription drugs being lawfully prescribed to and obtained by the employee. Such self-identification may occur through any person in the employee's chain-of-command or an Association representative. Under these circumstances the employee will participate in a mandatory rehabilitation program paid for by the employee and/or the appropriate health insurance carrier. The employee will also be subject to the conditions of a last-chance agreement which will include unannounced testing for a five (5) year period. A last-chance agreement, as provided herein, will remain in an employee's personnel file for the duration of his/her employment or re-employment.

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

20.4 Drug and Alcohol Testing. Drug and alcohol testing will be conducted immediately following a member involved shooting, excluding an animal shoot, but including an accidental discharge, that occurs during the course of a police operation in which the weapon carrying member is the shooter; or a traffic accident wherein the member is considered at fault while driving a department vehicle that causes death or

substantial bodily injury as defined by NRS 0.060 (bodily injury which creates a substantial risk of death or which causes serious, permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ, or prolonged physical pain).

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

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

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

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

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

20.7 Memorandum of Understanding. Memorandums of Understanding ("MOUs") are intended to be agreements which are entered into between the Department and the Association throughout the term of the current Collective Bargaining Agreement as a result of issues or concerns that arise which are better addressed immediately instead of waiting until the next collective bargaining session.

It is agreed that all MOUs entered into during the current Collective Bargaining Agreement will be addressed at the next collective bargaining session. All MOUs will expire upon expiration of the Collective Bargaining Agreement in which they were entered into.

MOUs that are not "mandatory subjects of bargaining" are excluded from this article.

ARTICLE 22 - SAVINGS CLAUSE

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

ARTICLE 25 - TERM OF AGREEMENT

This Agreement shall become effective as of August 1, 2026 except as otherwise set out in the Agreement or as directed by the interest arbitration process and shall run in full force and effect through June 30, 2029. This Agreement shall remain in full force and effect during negotiations for a successor Agreement with the exception of any compensation other than regular rate of pay, which is base pay, step increases, longevity, and shift differential. Any retroactivity agreed upon in this agreement shall only apply to employees employed at the time the Agreement is approved by Fiscal Affairs Committee.

EXECUTION OF AGREEMENT

FOR THE ASSOCIATION

_____
Alan Ghasserani
President

FOR THE DEPARTMENT

_____
Kevin McMahill
Sheriff

FOR THE FISCAL AFFAIRS COMMITTEE

_____
Virginia Valentine
Chairperson

EXHIBIT B- AGRAVATED MITIGATED MATRIX

PPA/PPACE/DSA
Aggravated/Mitigated Disciplinary Decision Guide

Category	Conduct Dates added to reflect last revision.	Offense	Mitigated	Presumptive	Aggravated
A	➢ Any minor conduct or performance issues not listed below, where the employee has received at least two prior counselings for a similar problem **or** the supervisor believes a written record of discipline is necessary to correct the behavior with only one prior counseling or no prior counseling. (2017)	**1st**	SI	WR	Minor
		2nd	WR	Minor	Minor
		3rd	Minor	Minor	Major
		4th	Major	Major	Term
		5th	Major	Term	
		6th	Term		
B	➢ All conduct or performance problems where an employee has received prior discipline for a similar or dissimilar offense (except for traffic accidents, unless there is a clear connection to the conduct). (2017) ➢ Alcohol related incidents, not related to DUI. (2002) ➢ Inappropriate use of force. Only applies to the actual application of force itself; however, tactics, decision making, de-escalation, or any other violation of policy could result in discipline pursuant to another category. (2017) ➢ Disputes/Arrests/Investigations where personally involved. This applies to employees using their law enforcement position to take action that a citizen could not do. Mere knowledge of employee being a LE employee is not itself a violation. (2017) ➢ Observers in police units, as defined by policy. (2017)	**1st**	SI	WR	Minor
		2nd	WR	Minor	Major
		3rd	Minor	Major	Term
		4th	Major	Term	
		5th	Term		
C	➢ Insubordination – Direct refusal to comply with a lawful order and employee continues to disobey after a warning of discipline is given; or employee directs abusive language or comments toward a superior; or exhibits manifest disrespect. (2017) ➢ The accessing of any information system(s) which contains or may contain criminal history or personal information for reasons not related to official purposes. (2002)	**1st**	WR	Minor	Major
		2nd	Minor	Minor	Major
		3rd	Minor	Major	Term
		4th	Major	Term	
		5th	Term		

Category	Conduct Dates added to reflect last revision.	Offense	Mitigated	Presumptive	Aggravated
D	➢ Association with persons of ill repute, as defined by policy. (2017) ➢ 4/103.22 Unauthorized Weapons and Ammunition. (2002) ➢ 5/207.00 Use of Department Vehicle for Travel Outside of Nevada (relating only to taking vehicle out-of-state without permission). (2017) ➢ Failure to report a Department Vehicle Accident and/or Incident to Supervisor. (2017) ➢ 4/105.09 Police Business Confidential. (2002) ➢ Aiding, supporting, and protecting fellow officers, as defined by policy. (2017) ➢ 4/109.08 Misappropriate of property. (2002) ➢ 4/110.05 Release of 911 Telephone Number and Address Information. (2002) ➢ Civilian firearms and aerosol defensive spray (applies if you carry a weapon that is contrary to this policy). (2017) ➢ The dissemination of information obtained by accessing any information system which contains or may contain criminal history or personal information to an unauthorized person for reasons not related to official purposes within the Department. (2017)	**1st**	WR	Minor	Major
		2nd	Minor	Major	Term
		3rd	Major	Term	
		4th	Term		
E	➢ The dissemination of information obtained by accessing any information system which contains or may contain criminal history or personal information to an unauthorized person for reasons not related to official purposes outside the Department. (2017) ➢ 4/101.19 Truthfulness required at all times (see category H for other considerations). (2002)	**1st**	Minor	Major	Term
		2nd	Minor	Major	Term
		3rd	Major	Term	
		4th	Term		
F	➢ Criminal conduct classified as something less than a felony (other than traffic and not otherwise defined herein). (2002) ➢ Impaired, as defined by 5/110.01, while on duty (from either alcohol or a legally prescribed prescription). (2017)	**1st**	Minor	Major	Term
		2nd	Major	Term	
		3rd	Term		
		Issuance of a check or draft without sufficient money or credit can be considered a civil matter if the employee, upon notification that the bank refused the check, pays the holder of the check the full amount due plus any fees, within five days of such notice, regardless of the method of notification. If the employee fails to make this timely restitution, the conduct will be considered a criminal act.			

Category	Conduct Dates added to reflect last revision.	Offense	Mitigated	Presumptive	Aggravated
G	➢ Any act or omission of such an egregious nature that the employee is rendered ineffective in his position and/or the act or omission would tend to bring the Department into public discredit. (2002) ➢ DUI violations by employees. (2012) ➢ 4/101.03 Fraternization prohibited. (2012) ➢ 4/108.10 Use of position in civil cases where personally involved. (2002) ➢ Domestic Abuse Violations by Employees. (2002)	**1st**	N/A	Major	Term
		2nd	Term		
		Foundational evidence for DUI violations by employees will be determined through Field Sobriety Tests, Preliminary Breath Tests, Blood Tests, Breathalyzer Test, or admission of impairment by the employee. Termination will be automatic if a member associates socially with or fraternizes with the spouse of any person in the custody of the department, as it applies to a sexual encounter and the member has knowledge of the custody status.			
H	➢ 4/101.19 Truthfulness requires at all times – employees formally noticed of official investigations conducted by the department who are found to be untruthful during the investigations or who are found to be untruthful in completing official department documents. (2002) ➢ Criminal conduct classified as a felony in Nevada, other state, or by federal statute. (2002) ➢ Gross Insubordination – Battery on a superior, refusal to obey order where such refusal puts the public or fellow employees at risk. Also, where appropriate warning is given, the employee will be terminated if he does not comply with a lawful order. (2002) ➢ Any act of violence by an employee against another employee in the workplace. (2012) ➢ Gross inappropriate use of force. (2002) ➢ Theft. (2002) ➢ 4/101.14 Refusal to testify. (2002) ➢ 4/101.18 Cheating on employment/ promotional exams. (2002) ➢ 4/102.06 Giving assistance to suspects. (2002) ➢ 4/106.07 Protection of identity of undercover operatives. (2002) ➢ Use, possession, or sale or illicit drugs as defined by NRS 453 and/or policy. (2017)	**1st**	N/A	Term	
		Issuance of a check or draft without sufficient money or credit can be considered a civil matter if the employee, upon notification that the bank refused the check, pays the holder of the check the full amount due plus any fees, within five days of such notice, regardless of the method of notification. If the employee fails to make this timely restitution, the conduct will be considered a criminal act. Violence, as it relates to the workplace, is defined as an act of aggression that occurs in a work setting and causes physical harm to another employee.			

Additional Information

1. SI – Supervisory Intervention. Supervisory Intervention is not considered discipline.
2. WR – Written Reprimand.
3. Minor – Minor discipline, which can include a suspension ranging from 8-32 hours or a disciplinary transfer (NOTE: a disciplinary transfer has a purge date of 2 years).
4. Major – Major discipline, which can include a suspension of 40 hours or a demotion.
5. Any prior sustained violation, in the same category, may be considered as a prior violation, and thus progresses the discipline to the next offense.
6. Any prior sustained violation involving the same or similar misconduct, in a category greater than the current violation, may be considered as one prior violation.
7. Any prior sustained violation, may be considered as an aggravating factor.
8. In cases involving multiple concurrent sustained violations, the presumptive discipline level will be set at the category of the most serious sustained violation. The additional violations may be considered as aggravating factors. But only one level of discipline may be applied.
9. Aggravating/mitigating factors should be considered as outlined in the Disciplinary Decision Guide.
10. Prior discipline can be used to progress the offense or aggravate the discipline, but not both.