

**2021-2024 CORRECTIONS NON-SUPERVISOR
AGREEMENT**

BETWEEN THE

CITY OF NORTH LAS VEGAS, NEVADA

AND THE

NORTH LAS VEGAS POLICE OFFICERS ASSOCIATION

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PREAMBLE

This Agreement is made pursuant to the Local Government Employee-Management Relations Act (NRS Chapter 288) by and between the City of North Las Vegas, Nevada, a local government employer, hereinafter referred to as "City" and the North Las Vegas Police Officers Association, a local government employee organization, hereinafter referred to as "Association".

ARTICLE 1

RECOGNITION

Section 1. Classifications

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

Corrections Officer

Section 2. Community of Interest

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

The City shall make written notification to the Association of any classifications created by the City within fourteen (14) calendar days. The Association shall notify the City, in writing, of any disagreement regarding a classification the Association believes belongs to the bargaining unit. The City and the Association shall meet and attempt to resolve the disagreement. This discussion shall take place prior to the filing of any complaint with the Local Government Employee-Management Relations Board, and shall not, in any way, infringe on any right guaranteed to either party in front of that Board subsequent to such discussion with regard to the filing of any complaint or request for action, nor shall it be construed to be an admission of any type by either party for use in front of that body or any other body. If the disagreement still exists after thirty (30) calendar days, the Association may then appeal the determination of the City to the Local Government Employee-Management Relations Board as provided in NRS 288.170.

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

- A. Should it be determined a new classification is within the Association's community of interest, the parties shall immediately enter into collective negotiations to arrive at an agreement on the subject of wages for such new classification.
- B. If within thirty (30) calendar days after such notice, the parties have not reached mutual agreement, they shall proceed to the Grievance and Arbitration Procedure.

Section 3. Right to Work

It is the right of every peace officer to join or refrain from joining the Association.

Section 4. Association Officers

The Association shall make written notification to the City by August 1st of each year of the current Association officers representing peace officers under this Agreement. Any changes shall be evidenced to the City in writing within fourteen (14) calendar days of the change.

Section 5. Eligible to Vote

Only members in good standing with the Association are eligible to vote on the contents of this Agreement drawn as a result of collective bargaining.

Section 6. Employment Notification

Within fourteen (14) calendar days, the Human Resources Department shall notify the Association of all new hires and terminations within its bargaining unit. Such notice shall include the peace officer's name, address, telephone number and the action taken. At the end of each pay period, the Police Department shall provide the Association with a copy of the time sheet of each Association peace officer who was on a no-pay status in that pay period.

Section 7. Definitions of Regular Full-time Employees

Regular full-time employees work eighty (80) hours per 14-day period on a regularly scheduled basis and receive benefits (i.e., annual leave, sick leave, etc.).

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. Retention of Managerial Prerogatives

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force includes, but is not limited to:

1. The services performed
2. The location of the work force
3. The schedules and fair standards of peace officers' performance
4. The schedules and hours of shifts
5. The methods, processes, and means of providing services and materials
6. The right to hire, promote, demote, and assign or transfer, excluding the right to assign or transfer for discipline except for cause
7. Establish reasonable rules of conduct
8. To discharge or discipline for cause, and
9. To maintain efficiency of peace officers.

Section 2. Exercise of Rights

The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

Section 3. Mandatory Subjects of Bargaining

The Association acknowledges that with respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the City is not waiving or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement.

ARTICLE 3

ASSOCIATION-MANAGEMENT COOPERATION

Section 1. Discrimination

Neither the City nor the Association shall discriminate against any peace officer covered by this Agreement in a manner which would violate any state or federal anti-discrimination laws.

Section 2. Prohibited Practices

The City shall not:

- A. Interfere, restrain or coerce any peace officer in the exercise of lawful Association activity.
- B. Discriminate, interfere or assist in the formation or administration of the Association.
- C. Discriminate in regard to hiring, tenure, or any term or condition of employment to encourage or discourage membership in the Association.
- D. Discharge or otherwise discriminate against any peace officer because of Association membership or because the peace officer exercises lawful rights as an Association member.

ARTICLE 4

ASSOCIATION AFFAIRS

Section 1. Association Board Member's Time

For the purpose of representation of members within the bargaining unit, the Association shall be entitled to a reasonable and adequate number of Association Board members.

They shall restrict their activities to dealing with grievances and other legitimate Association business and shall be allowed a reasonable amount of time for this purpose. However, the City is under no obligation to pay Association Board Members for time spent conducting Association business when they are not scheduled to work. Every effort shall be made to schedule grievance meetings and hearings during regular work hours.

Section 2. Permission to Conduct Association Business

Association Board members must ask their supervisors for permission to leave their jobs to conduct Association affairs, and such permission shall be granted subject to available personnel. With the exception of the Association President, Association Board Members must fill out a Departmental leave request form, requesting union leave to conduct union business during on

duty hours. Supervisors will make every effort to allow Association Board Members the time to attend Board Meetings and scheduled Association Meetings.

Section 3. Receive Grievances

Association Board Members may receive and discuss, but not solicit, complaints and grievances of peace officers on the premises and time of the City. Such time spent shall not interfere with the work and duties for the City of either the Association Board members or the peace officers.

Only those Association Board members and the peace officer involved in a hearing, investigation or grievance shall be granted time off for all meetings without loss of pay or any accrued leave. Such meetings shall be set at a time mutually agreeable with the City and the Association.

Section 4. Time for Board Members

The Association Board Members shall be excused from duty to perform union functions subject to prior approval of the Department Chief or Director of Corrections. The Association Board Members shall be granted time off for the purpose of attendance at conventions, conferences and seminars without loss of pay or any accrued leave.

Section 5. Negotiating Committee

The Negotiating Committee shall consist of an adequate number of active members of the Association. Their attendance at negotiation sessions and preparation shall be without loss of pay or any accrued leave. If for any reason, additional peace officers are needed for informational purposes, upon agreement by the joint bargaining committee, said peace officer will be called into the meeting without loss of pay. The joint committee shall determine what expertise is necessary. The City shall not be obligated to pay peace officer representatives for time the peace officer was not scheduled to work.

Section 6. Bulletin Boards

The City shall furnish a bulletin board for Association use in the appropriate briefing or break rooms. The Association shall have the right to place notices on the bulletin boards. Bulletin boards may be used for the following notices with approval by the Association:

- a. Recreational and social affairs of the Association
- b. Notices of Association meetings
- c. Association elections
- d. Reports of Association committees
- e. Rulings on policies of the Association
- f. Association newsletters
- g. Charitable benefits; and
- h. Other items approved by the Association.

No notice or announcement that contains defamatory statements about the Department or any Department official or peace officer shall be posted. A copy of all material shall be forwarded to the Department Chief, Director of Corrections or designee. In the event non-authorized material is posted, it shall be promptly removed by the Association or its designee on notification by the Department.

Section 7. Briefing Sessions

The Association shall be entitled to speak during briefing periods upon reasonable notice to the Command Captain or designee by indicating the matter to be addressed is one of an immediate and important nature.

Section 8. Office Space

The City agrees to lease to the Association the building located at 3425 W. Craig Road, North Las Vegas, Nevada, also known as APN 139-05-316-009, in accordance with the lease agreement between the Association and the City executed on May 14, 2014.

Section 9. Parking

The City shall provide free parking facilities for duty peace officers. Such facilities shall be separate from public parking as available.

ARTICLE 5

PAYROLL DEDUCTION OF DUES

The City agrees to deduct from the wages of each Association member, upon the written request of the member, the sum certified as bi-weekly Association dues and deposit such deductions to the bank account of the Association no later than seven (7) calendar days after the end of a pay period. The bank shall be designated by the Secretary/Treasurer of the Association.

No later than seven (7) calendar days after the end of a pay period, the City shall provide to the Association a detailed written accounting of dues deductions and deposits.

The employee's authorization for such payroll deductions is irrevocable except that authorization may be withdrawn during the month of August by the employee giving two (2) pay periods written notice to the City and the Association or upon termination of employment.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 1. Workday

- A. A normal work rotation shall be 14 days (two weeks), comprised of four consecutive work days one week and three consecutive workdays the other week. The work days will be six twelve (12) hour workdays and one eight (8) hour workday. Note: The eight (8) hour workday may be assigned on any day during the four day work week or it may be assigned on the first or last day of the short week.

Work schedules shall be made at the sole discretion of the City to suit varying conditions and may be revisited above and beyond the annual shift bid requirements in Article 16, Section 3.

- B. When a peace officer's scheduled shift or assignment is modified or adjusted under normal conditions, the peace officer shall be provided a minimum of eight (8) hours between

assignments; if eight (8) hours is not granted, the peace officer shall be compensated at one and one-half (1 ½) times his premium rate of pay for all time worked prior to the eight (8) hour minimum requirement.

Section 2. Commencement of Shifts

Shifts shall be generally defined as starting between the following:

Day Shift - 5:00 A.M. and 11:00 A.M.

Graveyard Shift - 5:00 P.M. and 11:00 P.M.

If a shift is scheduled to begin within one hour of the shift time stated above, the peace officer will receive the applicable shift differential.

Section 3. Overtime

Overtime is defined as being directed or scheduled to work longer than a normal shift with notification prior to completion of a shift or receiving more than 12 hours' notice.

- A. When overtime is mandated, the peace officer shall receive one and one-half (1 1/2) times his/her premium wages for all hours worked in excess of assigned shift in a day and all hours worked in excess of 80 hours in a 14-day period.
- B. On a designated holiday, a peace officer shall be paid at the rate of two (2) times the peace officer's premium wages for all hours worked in excess of assigned shift in a day and all hours worked in excess of 80 hours in a 14-day period.
 - 1. If the employee's start of shift is the designated holiday shift; (Example: start of graveyard shift on July 3 at 2200 hours; is actually the July 4 graveyard work shift), and if the employee's shift is extended, it will be an extension of shift on the designated holiday, even though the extension may run into a non-holiday day.
 - 2. However, if the start of shift is not the designated holiday and the employee's shift is extended into the actual holiday it will not be the designated holiday shift, for purposes of overtime calculation. (Example: Swing shift starts 1500 hours on July 3 with the shift ending 0100 hours July 4. If employee shift is extended after 0100 hours, it is not considered the designated holiday shift and therefore not subject to holiday extension of shift pay.)
- C. If an officer is scheduled to work overtime that is not concurrent to his normal shift, he shall be paid for a minimum of four (4) hours of overtime at one and one half (1 1/2) times his premium rate of pay.
- D. Overtime shall be offered to employees in an equitable manner. Each month, the City shall provide the NLVPOA with a report that lists each POA employee that was offered overtime by the overtime coordinator, the date they were offered the overtime, what the overtime assignment was and how the employee responded to the offer.

Section 4. Lunch Breaks

Lunch breaks shall be one (1) hour of paid time for a regular shift. If an employee is required to work at least eight (8) hours of overtime, the employee shall receive an additional one (1) hour of paid time for another lunch break. If the peace officer is not allowed one hour to eat, the peace officer will be compensated for a maximum of one hour or the difference between the time used for lunch and one hour.

Section 5. Call Out Pay

Call out is defined as compensable time earned for returning to duty after a peace officer has completed their regular tour of duty, is off duty, and is requested to return to duty with less than twelve (12) hours' notice. When a peace officer is called back to work, the peace officer shall be paid overtime at one and one-half (1 1/2) times his premium rate of pay. The peace officer shall be paid for a minimum of four (4) hours regardless of having worked less than four (4) hours, or the peace officer will be paid for the amount of time actually worked over the four (4) hours. However, in the event the period of call back runs into a peace officer's normal tour of duty, such peace officer shall be paid overtime at one and one-half (1 1/2) times his premium rate of pay for only those hours worked outside of his normal tour of duty.

A peace officer who works less than four (4) hours on the initial callout and is then called out a second time during the initial two-hour period, shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences exceeds four (4) hours, in which case the peace officer shall be paid for the aggregate time worked. In the event a peace officer is called out for a second time after the expiration of four (4) hours from the first call out, the peace officer shall be paid for a minimum of four (4) hours for each callout except as provided in the previous paragraphs.

Section 6. Stand-by Pay

Employees required to be on stand-by status shall be compensated two dollars (\$2.00) an hour for every hour of their normal off duty time. This person may be subject to call in and be required to report promptly when called to duty.

Section 7. Time in Lieu Of (TILO)

- A. The purpose of TILO is to allow employees to accumulate and to take TILO time in conjunction with workload peaks and lows rather than be paid at the overtime rate. Employees shall have the option of TILO accumulation rather than overtime pay up to the maximum allowed, with the exception of scheduled overtime or grant funded assignments.
- B. To accumulate TILO, an employee may volunteer to accept TILO rather than overtime pay. TILO will be accumulated at a time and one-half (1½) rate for all hours worked beyond an employee's normal work schedule. No employee can be required to take TILO rather than be paid at the overtime rate. No employee may have an accumulated balance of TILO time exceeding sixty (60) hours at the end of any pay period. Employees may not have a deficit TILO time balance. Employees shall be paid for any TILO time in excess of sixty (60) hours.
- C. To use TILO time, an employee must schedule their absence from work with their supervisor in advance of the absence. Such absences will only be scheduled when the workload will allow the employee to be absent.

- D. There will be no cash out of TILO prior to retirement or voluntary separation. Unless time off is denied by management, accumulated TILO must be utilized prior to this type of separation from the Department. At the time of separation from City employment, employees will be compensated for any accumulated and unused TILO time at the employee's premium wages.

ARTICLE 7

WAGES

Section 1. Definitions

- A. Base Wage - Hourly base rate.
- B. Wages - Hourly base rate of pay plus longevity, if applicable.
- C. Premium Wages - Base wages, applicable Assignment Differential Pay (ADP) or shift differential. Premium wages will not apply to overtime which is scheduled or voluntary. Overtime shall be calculated at base wages X 1.5. Applicable ADP or shift differential will then be added.

Section 2. Salary Schedule

Employees will receive a salary step advancement upon the anniversary date of their appointment to the City and annually thereafter until they are at the maximum of the salary range for their classification as specified by the Salary Schedule attached hereto as Schedule A and incorporated herein.

Section 3. Cost-of-Living Adjustment

- A. On the pay period that includes July 1, 2021, all employees shall receive a two and three-quarters percent (2.75%) cost of living adjustment (COLA) and all salary schedules will be adjusted accordingly.
- B. Effective July 1, 2022, all salary schedules will be adjusted in accordance with the Consumer Price Index as published by the Bureau of Labor Statistics (average percentage increase to all items in West-class size B/C, all urban consumers, not seasonally adjusted, Series ID CUURN400SAO, from the immediately preceding completed full calendar year). The salary adjustment will not exceed three percent (3.00%), nor be less than two percent (2.00%). For example, if the percentage increase per the CPI index is 1.50%, the salary schedules will be increased by 2.00%. If the percentage increase per the CPI index is 3.50%, the salary schedules will be increased by 3.00%.
- C. Effective July 1, 2023, all salary schedules will be adjusted in accordance with the Consumer Price Index as published by the Bureau of Labor Statistics (average percentage increase to all items in West-class size B/C, all urban consumers, not seasonally adjusted, Series ID CUURN400SAO, from the immediately preceding completed full calendar year). The salary adjustment will not exceed 3.00%, nor be less than 2.00%. For example, if the percentage increase per the CPI index is 1.50%, the salary schedules will be increased by 2.00%. If the percentage increase per the CPI index is 3.50%, the salary schedules will be increased by 3.00%.

Section 4. One Time Bonus

Within two pay periods following ratification of this Agreement, all active employees will be paid a one-time lump sum distribution of \$2,500.

ARTICLE 8

LONGEVITY

Section 1. Longevity Pay

All employees hired by the City after July 1, 2014 shall not be eligible for any longevity pay.

ARTICLE 9

SHIFT DIFFERENTIAL, ASSIGNMENT DIFFERENTIAL PAY, TEMPORARY TRAINER PAY AND SPECIAL ASSIGNMENTS

Section 1. Shift Differential Pay

Peace officers working graveyard shift shall receive six percent (6%) shift differential pay.

Section 2. Assignment Differential Pay (ADP)

Assignment Differential Pay is temporary monetary compensation to be paid to peace officers in the following categories and at the listed percentage rates of the peace officer's wages (hourly base wage plus longevity) excluding peace officers that are on temporary work assignments while on the 85/15 light duty plan. ADP assignments are not promotional and, therefore, no property rights exist. Peace officers shall only receive assignment differential pay for the duration of their assignment.

Qualifications/Selection Process for the assignment shall be determined by the Department Chief or Director of Corrections. Officers shall receive eight percent (8%) assignment differential pay for the following assignments:

- A. Department Training Officer/Academy TAC Officer
- B. Recruitment
- C. PIO

Note: The intent of this article is to eliminate double 8% ADP. An officer shall have only one assignment under this section for ADP purposes.

Section 3. Temporary Trainer Assignment

Any peace officer assigned to temporary trainer duties, during any portion of a pay period, shall be paid eight percent (8%) of their wages (hourly base wage plus longevity) for the duration of the assignment. Consideration shall be made for preparation time and work load factors with compensation being a minimum of forty (40) hours.

Section 4. Bilingual Proficiency

The City shall pay \$1,250 annually, the first pay period in January, for those peace officers conversant in Spanish or a second language deemed necessary by the City to fulfill their job duty as a peace officer. The following criteria must be met to qualify for the annual incentive pay:

Peace officers must initially pass a proficiency examination prepared by the City. Once certified, an officer does not need to re-certify on a yearly basis; however, management has the right to require re-certification at any time based upon cause.

The number of certified participants shall be determined by the fiscal constraints of the Police Department.

ARTICLE 10

COURT TIME

Section 1. Off Duty Court

Peace Officers required to appear off-duty in any court or hearing as a witness for the prosecution or defense, except for personal involvement, shall be paid as follows:

- A. Employees shall be paid at one and one half (1-1/2) times the peace officer's premium rate of pay for a minimum of two (2) hours.
- B. Subsequent court or hearing attendance time shall be paid at one and one-half (1-1/2) times the employee's premium rate of pay.
- C. Duces tecum subpoenas shall be paid an additional two hours at one and one-half (1-1/2) times the employee's premium rate of pay.
- D. In any event, the peace officer shall not be paid twice for the same hours. All witness fees shall be returned to the Department. Peace officers must turn in their subpoena with a DA's representative signature and have the start and end times of their court appearance written on the subpoena in order to receive court pay. Subpoenas must be turned in within the same pay period of the court appearance date.

Section 2. Jury Duty

Officers called to serve on jury duty on a normally scheduled shift shall receive their regular pay as well as all jury pay. Officers not selected to serve on the jury shall report back to work when excused.

ARTICLE 11

EDUCATIONAL ASSISTANCE AND HIRING PREFERENCES

Section 1. Tuition Assistance

It is understood that the City Tuition Assistance Policy is in effect and replaces this article.

Section 2. Educational Incentives

- A. Effective upon ratification of this agreement, newly-hired police recruits who have earned the following degrees at their time of hire shall receive a one-time sign-on bonus and current officers that earn a higher college degree while employed by the City of North Las Vegas will earn a one-time bonus as follows: Associate's Degree, \$1,100; Bachelor's Degree, \$2,250; Master's Degree or higher, \$3,000.
- B. Employees who hold the following degree as of July 1st of each fiscal year shall receive one of the following lump sum payments on the first payday in August:
- Any Officer who has received an Associate degree from an accredited college or University shall receive a sum of \$375.00 per year in addition to his/her annual salary.
 - Any Officer who has received a Bachelor degree from an accredited college or University shall receive a sum of \$750.00 per year in addition to his/her annual salary.
 - Any Officer who has received a Master's degree from an accredited college or University shall receive a sum of \$900.00 per year in addition to his/her annual salary.
 - Any Officer who has received multiple degrees shall only be paid for the highest degree attained.

The degree must be applicable to City Government and be approved by the Department Chief or Director of Corrections.

Section 3. Veterans Hiring Preference

Anyone applying for a POA represented position with the City who has been honorably discharged from the military and receives a passing score of 70% or more will be given five additional points on testing for new hires. The five additional points will be added to the applicant's final score at the conclusion of all testing. All of the City's other policies on testing for new hires will apply. Proof of DD Form 214 will be required for an individual to take advantage of this provision.

Section 4. North Las Vegas Resident Preference

Anyone applying for a POA represented position with the City who is a resident of North Las Vegas and receives a passing score of 70% or more will be given five additional points on testing for new hires. The five additional points will be added to the applicant's final score at the conclusion of all testing. All of the City's other policies on testing for new hires will apply. Proof of residency will be required for an individual to take advantage of this provision.

Applicants can receive either the Veteran's preference points or NLV resident preference points but not both for a maximum preference point total of five points.

ARTICLE 12

UNIFORMS, EQUIPMENT, AND CLOTHING ALLOWANCE

Section 1. Issued Equipment

The City shall issue to all peace officers hired after July 1, 2007 the following: chemical agents, a basic uniform issue of four (4) summer shirts, four (4) winter shirts, four (4) pairs of pants, one (1) winter jacket, (1) raincoat, and lockers. Peace officers will be issued a ballistic vest upon the peace officer's request. Vests will be replaced every five (5) years or as recommended by the manufacturer.

Section 2. Clothing Allowance

The City shall provide a semi-annual clothing and footwear allowance to all officers as follows:

December 2021-2023	\$1,000
June 2022-2024	\$1,000

Payment of the clothing allowance shall be in the employee's pay check on the first pay day on or after June 1 and December 1.

Section 3. Pro-rated Allowance

Peace officers assigned duty on dates other than the first day of June or December shall receive a pro-rated maintenance or clothing allowance based on the semi-annual periods commencing on June 1 and December 1. Adjustments will be made for peace officer transfers and separations.

Section 4. Required Equipment

Except as set forth in Section 1, it is understood that a peace officer is required to be equipped with the following, at the peace officer's expense:

- (a) Handcuffs
- (b) Required keys
- (c) Leather/nylon equipment
- (d) Baton and holder
- (e) Wristwatch
- (f) Radio holder
- (g) OC Spray holder
- (h) Flashlight
- (i) Prescription eye glasses or contacts, if needed.

If the City makes any changes to the existing police uniform or requires officers to be equipped with any additional items, the City shall bear the initial cost of such change or addition.

Section 5. Damaged Equipment

If any of the above equipment or clothing is damaged or lost while the officer is acting in his official capacity and if the peace officer is free of negligence, the cost of replacement or repair shall be borne by the City upon the approval of the Department Chief or Director of Corrections within sixty

(60) days. Replacement cost shall be limited to the value of the standard type equipment presently authorized by the Department with the following exceptions:

For the purpose of replacement or repair: a wristwatch shall have a maximum value of Fifty Dollars (\$50.00), and prescription eye glasses or contact lenses shall have a maximum value of Two Hundred Dollars (\$200.00). Should the Workers' Compensation program or personal insurance reimburse the peace officer for the replacement value of the glasses or contacts, the City shall not have any responsibility to reimburse the peace officer.

Section 6. Replacement of Confiscated Equipment

If any of an officer's equipment is confiscated by the City (for example, as the result of use of force incident), it shall be returned or replaced prior to when the officer returns to active duty.

ARTICLE 13

COPIES OF AGREEMENT

This agreement will be available on City net and available for all parties to print as many copies as they so desire. The Association shall pay 100% of the cost of printing the NLVPOA Constitution and Bylaws.

ARTICLE 14

PUBLIC EMPLOYEES RETIREMENT SYSTEM

The City agrees to pay the employee's portion of the retirement contribution under the Employer-Pay Contribution Plan in the manner provided for by NRS 286. Any future increase or decrease in the percentages rate of the retirement contributions to the Nevada Public Employees Retirement System (NVPERS) shall be borne equally by the City and the employee in the manner provided for by NRS 286.421. Payment of the employee's contribution shall be taken from any of the following sources:

1. Payment in lieu of cost-of-living increases;
2. Payment in lieu of equivalent basic salary increases;
3. Counterbalanced by equivalent reductions in employees' salaries.

Note: A decrease in the employee contributions shall lead to an equivalent increase in employee wage rates.

Article 7 Wages shall be subject to change in accordance with this section.

ARTICLE 15

INSURANCE AND DISABILITY

Section 1. Life Insurance

The City shall provide Twenty Thousand Dollars (\$20,000) life insurance protection with double indemnity for the accidental death of a peace officer of the bargaining unit.

Section 2. Medical Benefits

The City shall provide to peace officers a health benefit program (to include medical insurance, dental insurance, vision insurance, cafeteria plan), that is substantially similar to a plan summary that is attached hereto as Schedule B and incorporated herein. Each employee agrees to contribute an amount not to exceed the following per month for medical benefits:

- a) Employee only - \$84.00 per month
- b) Employee and spouse or child(ren) - \$184.00 per month
- c) Employee and family - \$267.00 per month

If an employee's spouse is also employed by the City, the City shall pay 100% of the premium cost for one (1) employee only. The employees affected shall have the choice of which employee shall be deemed the primary insured. An employee who is deemed to be the dependent shall enjoy the same benefits as if they were the primary insured.

- A. Current and future retired peace officers will be afforded the opportunity to remain in the health benefit program offered to the peace officers at the same premium cost that the City pays for active members of the Association. The City will allow Retirees who are not already in the City's health benefit program to enroll in the program either at the time that they retire or during any future open enrollment period for active members of the Association.
- B. Employees will have the option to opt out of the City's health benefit program if they are covered through their spouse or domestic partner and in compliance with the Affordable Care Act. Once those employees show proof of other health insurance coverage to the City, the City will pay a stipend to the employee in the amount of Four Hundred Fifty Dollars (\$450) per month. The stipend will immediately cease if the employee is not covered by other health insurance or the employee's coverage does not comply with the Affordable Care Act.

Section 3. Payment

No health benefits shall be paid after an employee is on thirty (30) calendar day no pay status, except for FMLA situations.

Section 4. Indemnify

The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the Association as a result of any action taken or not taken by the Association with respect to authorized deductions for coverage in excess of that provided in Section 3 of this Article.

Section 5. Self-Insurance (Workers' Compensation)

- A. All peace officers are to be covered by the provisions of the Nevada Industrial Insurance Act, the Nevada Occupational Diseases Act, and the Occupational Safety and Health Act.
- B. A peace officer injured on the job and determined by the primary physician to be temporarily totally disabled shall be placed on industrial insurance. Commencing on the first day post injury, the City will pay to the peace officer an amount equal to the difference between the

insurance compensation received and 100% of the peace officer's premium wages until the peace officer is released to the Temporary Work Assignment Program, the primary physician gives permanent restrictions, or an independent medical evaluation determines the peace officer is capable of returning to work.

- C. A peace officer injured on the job may be employed in a Temporary Work Assignment within the City. The primary physician shall determine the duties and number of hours per day the peace officer is able to perform. The number of hours specified by the primary physician shall be considered a "work day" and the peace officer shall be paid one hundred percent (100%) of his current pay grade for each day worked.
- D. While temporarily totally disabled, the ambulatory peace officer is required to submit a completed form and report in person to the Workers' Compensation Division of Risk Management within the City's Finance Department on a weekly basis. If a peace officer is physically unable to report in person, special arrangements will be made by the Workers' Compensation Division. The peace officer is not to leave the geographical area without the approval of the Department Chief or designee.

Section 6. Liability

The City shall provide liability insurance protection for each peace officer of the bargaining unit through a contract for insurance or a self-insurance fund to cover incidents occurring while in the performance of official duties pursuant to applicable law, except punitive damages.

ARTICLE 16

SENIORITY

Section 1. Seniority List

In September of each year, the City shall provide the Association with a current seniority list indicating City seniority and classification seniority of the peace officers covered by this contract. The Department Chief shall provide the Association notice of any change of a peace officer's classification and the effective date, and forward same to the Human Resources Department to be entered on the seniority list provided by the City.

Section 2. Computing Seniority

City seniority and classification seniority shall be computed as follows:

- A. City seniority shall commence with the original date of hire and shall be adjusted by subtracting all time between any separation and rehire when the peace officer was not employed by the City.
- B. Classification seniority shall commence on the most recent date of appointment or promotion to such classification.
 - 1. For purposes of determining seniority, within a pay grade classification, date of entry into the pay grade classification determines seniority. If two (2) or more persons are hired or promoted to the same pay grade classification on the same date, the person whose numerical score is highest on the eligibility list from which the selection was

made shall be deemed senior. If there is no eligibility list, seniority in the previously held pay grade classification shall be the determining factor. If the above considerations fail to determine seniority, the peace officer with the earliest date of hire shall be deemed senior. Seniority between lateral transfers who are hired on the same date shall be determined by last name, alphabetically from A through Z.

- C. City seniority and classification seniority shall not accrue to any peace officer who is on a leave without pay status for longer than thirty calendar (30) days, except for FMLA situations.
- D. For competition within classification for seniority, a peace officer who has been demoted to a previously held classification shall have all time spent in and above that classification counted toward his seniority.
- E. Failure to protest a peace officer's seniority date shown on the seniority list prior to January 1 of each year shall be considered confirmation of peace officer's seniority as listed.

Section 3. Use of Seniority

Classification seniority shall prevail in scheduling annual leave, holiday leave, days off, and shift preference, subject to availability as determined by the Department Chief or Director of Corrections.

- A. Shift bids shall begin December 1st and shall be completed by January 15, based on classification seniority, and peace officers shall receive new assignments, if any, beginning the first full two-week pay period in February of each year. At the completion of the initial shift selection, a peace officer's selected shift preference cannot be changed by the peace officer for a period of one year unless good cause is shown and approval given by the Department Chief or Director of Corrections.
- B. Seniority shall be considered exercised when a peace officer uses it to secure the following:
 - Annual leave request of four (4) or more consecutive days of accrued annual leave, holiday leave, or combination of both.
 - Holiday leave request of three (3) or fewer consecutive days of accrued annual, holiday, or combination of both.

Peace officers must submit leave requests thirty (30) calendar days prior to the beginning of the requested leave to secure their seniority rights. The beginning of the leave shall be on the first day of leave taken.

The exercising of Seniority shall be allowed only on one occasion for Annual leave and one occasion for Holiday leave during a one-year period beginning the second pay period in February of each year.

Annual leave requests shall have priority over Holiday leave requests.

ARTICLE 17

PROMOTIONS

Section 1. Promotions

- A. To be eligible to take a promotional examination for an eligibility list, an applicant must meet the minimum requirements by no later than the filing deadline in the year given. The promotional eligibility list shall be effective for one year from the date the list is approved, unless extended.
- B. All promotional vacancies within the bargaining unit shall be filled by promotion upon authorization of the City Manager or designee from within each of the Departments and shall be made from the current certified promotional eligibility list. If one appointment is to be made, it shall be made from among the top five (5) names. If two appointments are to be made, they shall be made from among the top seven (7) names. This provision will not affect any promotional eligibility list in place at the time this contract is ratified.
- C. Promotional examinations for Corrections Sergeants shall be held in April of each year unless the promotional eligibility list is extended. If applicable, bibliographies shall be posted a minimum of ninety (90) days in advance of the Request to Compete deadline contained in the notice. As outlined in Article 2, Management Rights, the City has the right to determine qualifications, provided it shall be done fairly and in good faith. Selection process may include, but not be limited to written, oral, or practical performance tests, administrative evaluations (including experience) or any combination of the aforementioned at the sole discretion of the City.
- D. Promotional lists shall be certified, approved and published by the Human Resources Department within ten (10) working days after conclusion of appeals.
- E. The promotional list that is established shall be maintained by the Human Resources Department and a copy shall be furnished to the Association upon publication of the list.

Section 2. Examination Procedures

- A. Examinations shall be obtained by the City from an external source.
- B. All North Las Vegas peace officers who meet the minimum requirements for a posted position within the bargaining unit shall submit to Human Resources a "Request to Compete" in accordance with the job announcement.
- C. If one examination is given, that score shall constitute 100% of the total score. The City will determine the weights (percentages) to be used for each phase of testing. Minimum passing score shall be 70%.
- D. An oral/assessment center examination panel shall consist of one individual of equal rank and two individuals of equal or greater rank to the position being tested.
- E. Determination of ranking, if identical scores are achieved, will be made in the following order:
 - 1. Seniority within classification.
 - 2. City seniority.

3. Human Resource's date/time stamp on the completed Request to Compete packet when returned.

Section 3. Appeals Procedures

- A. An examinee must have a score of 65% or higher to appeal.
- B. Examination scores may only be changed through the examination appeal process, or to correct mathematical errors. Any appeals to the written examination shall be in accordance with the appeals policies of the Director of Human Resources and vendor, if applicable.
- C. Appeals of written examinations shall be made in writing stating the reason for the appeal and identifying the bibliography source. The Director of Human Resources shall process and decide the appeal. Employees who file an appeal shall have access to the written examination materials (including but not limited to their answers and the answer key) related to the questions missed. No employee will be permitted to access the examination materials of any other employee. The decision of the Director of Human Resources shall be final and binding.
- D. Written challenges to promotional testing panel examinations shall be restricted to questions that were asked by the board, or practical exercises administered that are outside the scope of the position or are not relevant to the duties of position being tested. In the event a peace officer's challenge is sustained, the Director of Human Resources may deny or grant the appeal, by disqualifying the board member who asked the improper question or had prior detrimental contact with the examinee from grading the appellant's oral examination. In such case, the scores of the other board members shall be averaged to give the appellant an average score for the oral examination.
- E. Employees who file an appeal shall have access to the tape recording of the promotional testing panel proceedings. No employee will be permitted to access the tape recording of any other employee.
- F. Promotional testing panel shall mean any promotional testing panel convened to give an examination other than written examinations for the purpose of establishing a promotional eligibility list.

Section 4. Promotions to Unclassified Positions

For any employee who is appointed to an unclassified position whose classification before promotion was covered by this Agreement, the following shall apply:

- A. Voluntary Request to Return to Classified Service.
 1. A peace officer may request to return to a position previously held. If the previously held position is not vacant at the time transfer request is approved, the peace officer may be returned to the highest vacancy previously held at the highest level of salary of that position in accordance with the peace officer's seniority. Return of a peace officer to classified service shall be at the discretion of the Department Chief or Director of Corrections.
 2. Should the peace officer not return to the highest level previously held as outlined above, future promotions must be accomplished as a result of the promotional testing process outlined in this Article.

3. Time spent in the appointed position will be credited to the peace officer as if the peace officer had never left the classified service, i.e., seniority and leave accrual. However, compensable sick leave for time spent in the unclassified position shall be made in accordance with the City ordinance governing the appointed classification at the time of transfer.

B. Return to Classified Service Upon Removal From Unclassified (Appointed) Position.

1. A peace officer who is terminated shall have no right of return to the classified service.
2. A peace officer who is removed from an unclassified position for reasons other than cause shall be returned to the peace officer's former position in the bargaining unit.
3. Time spent in the appointed position will be credited to the peace officer as if the peace officer had never left the classified service, i.e., seniority and leave accrual. However, compensable sick leave for time spent in the unclassified position shall be made in accordance with the City ordinance governing the appointed classification at the time of transfer.

ARTICLE 18

REDUCTION IN FORCE

Section 1. Process for Reductions in Force

The City will provide the Association and affected employees with notice of at least thirty (30) calendar days that it intends to initiate a reduction in force. Reductions in force shall be based on seniority in classification as determined by the seniority article. Starting with those persons in the highest classification in which a reduction in force is taking place, persons in each classification shall compete on the basis of seniority in classification, with the demotion or layoff of the least senior. Any person so demoted shall be demoted to the next lower classification held prior to promotion.

Upon demotion to the previously held classification, the employee shall be placed at the level of wages and benefits the peace officer would be receiving had the employee not been promoted to the higher classification.

Section 2. Recall Lists

Any employee that is laid off or sustains a reduction in classification shall have his/her name placed on a recall list for that classification. The recall list for a given classification shall continue to exist as long as one or more persons remain on the list. Employees shall be placed on the recall list in order based on the employees' classification seniority, from highest seniority to lowest seniority. The City shall transmit to the Association a copy of each recall list upon request. Employees who are laid off or reduced in classification shall remain on the recall list for his/her classification until he/she is: (1) recalled to their prior position, (2) removed from the list for failing to respond to a notice of recall, or (3) after two (2) years of being placed on the list, whichever occurs first.

Section 3. Recalling Corrections Officers from Recall List

Whenever the City decides to fill a position in a classification that has a recall list, it shall first offer the position to the person highest on the recall list. The following procedure shall be employed for reinstating persons from the recall list:

- A. The City shall notify the person to be recalled by email, if known, and by certified mail, at the employee's last known address. The notice shall state that: 1) the person must respond to the City's Human Resources Department, either in person or by certified mail within fourteen (14) calendar days from the date of mailing of the notice; and 2) that if the person fails to timely respond, or rejects an offer of reinstatement for a full time position, his/her name shall be removed from the recall list. It is the employee's responsibility to provide the Human Resources Department with a current mailing address and contact information.
- B. The person must contact the City's Human Resources Department, either in person or by certified mail within fourteen (14) calendar days from the date of mailing of the recall notice. A person who fails to timely respond or who rejects an offer of reinstatement shall be removed from the recall list, and will forfeit all recall rights.
- C. If a person fails to timely respond to an offer of reinstatement or rejects an offer of reinstatement, the City shall notify the next person on the recall list, and shall continue to go through the recall list until either a person accepts the offer of reinstatement or until no more persons remain on the list.
- D. An offer of reinstatement is conditioned upon the person passing a background check conducted by the Police Department. The background check will only be to assess this person's actions for the duration of time they were on the recall list.

Section 4. Effects of Reinstatement

The following are the effects of reinstatement on an employee's terms and conditions of employment:

- A. The City shall restore the employee's leave banks for which he/she was not paid at the time of the employee's separation.
- B. The employee's seniority shall be adjusted in accordance with Article 16.
- C. The employee shall be compensated at the same pay grade and step that they were receiving at the time of layoff.
- D. All recalled employees will be subject to a modified training program at the Chief of Police's or Director of Corrections' discretion up to a six (6) month period. The City shall not require the recalled employee to complete another probationary period unless he/she did not complete probation at the time of his/her separation. In such cases, probation shall resume for the amount of time remaining at separation.

ARTICLE 19

LEAVE TIME

All leave requests shall be submitted via chain of command and are subject to the approval of the Department Chief or Director of Corrections or his/her designee.

In the event of a peace officer's death, compensation for any unused accrued leave will be paid to the person listed as beneficiary in the City provided life insurance policy.

Section 1. Holidays

A. Each peace officer shall receive the following holidays during each calendar year:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King, Jr.'s Birthday)
Third Monday in February (Presidents' Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
Last Friday in October (Nevada Day)
November 11 (Veteran's Day)
Fourth Thursday in November (Thanksgiving Day)
Friday following the fourth Thursday in November (Family Day)
December 24 (Christmas Eve)
December 25 (Christmas Day)

Any day that may be designated by the President of the United States or by the State Legislature for public fast, thanksgiving or as a legal holiday except for any Presidential appointment of the fourth Monday in October as Veterans' Day.

B. In addition to the above Holidays, each peace officer shall receive their Birthday as an additional Holiday (February 29 will be observed on February 28). If the employee's birthday falls on a designated holiday, then the day following the designated holiday will be observed as his/her respective birthday.

C. If January 1, July 4, October 31, November 11 or December 25 falls upon a:

1. Sunday, the Monday following must be observed as a legal holiday.
2. Saturday, the Friday preceding must be observed as a legal holiday.

D. The term referred to as "holiday" is defined as the declared holiday in accordance with NRS 236. No other calendar day (celebrated day) shall be considered as a legal holiday.

E. Holidays which fall on a peace officer's scheduled day off shall accrue at a rate of ten (10) hours per holiday. If a holiday falls on a leave day, annual or sick, that day shall be charged to the holiday leave bank.

F. When a peace officer is required to work on a holiday he shall be compensated in that pay period at one and one-half (1-1/2) times his current rate of pay.

- G. Corrections Officers shall only be allowed to accrue holiday leave up to a maximum level of 600 hours. All hours in excess of 600 will be forfeited each year on the pay period that includes June 30th.
- H. If the City denies a holiday leave request due to personnel limitations, and the peace officer is at the maximum accrual or shall reach the maximum during the requested leave period, the City shall pay the peace officer for the lost accrual at premium pay for a maximum of two pay periods. The second holiday leave request must be granted and commence within two pay periods of the requested time period.
- I. To maintain the efficient operation of the department, the Department Chief or Director of Corrections, or his/her designee, shall determine who works on a holiday. However, the Parties agree to the following: All employees who were essential at the time of an on the job injury covered by the Nevada Industrial Insurance Act will remain essential during a temporary work assignment as set forth in Article 15, Section 5 (C). Also, any employee who was essential at the time they used deadly force shall remain essential during the time that they are placed on administrative leave or reassigned to a temporary work assignment.

Section 2. Annual Leave

Annual leave is provided to peace officers for the purpose of rest and relaxation from their duties and for attending to personal business. Approved absences not specifically covered by other provisions of this contract may be chargeable to annual leave to the extent it has been accrued, subject to the approval of the Department Chief or Director of Corrections or his/her designee.

If the City denies a leave request due to personnel limitations, and the peace officer is at the maximum accrual, or shall reach the maximum during the requested leave period, the City shall pay the peace officer for the lost accrual at premium pay for a maximum of two pay periods. The second annual leave request must be granted and commence within two pay periods of the requested time period.

- A. Annual leave of qualified peace officers shall be commensurate with the wishes of the peace officer and consistent with the efficient operation of the City. The City may deny an annual leave request if granting the request would cause personnel to fall below the shift minimum.
- B. Annual leave requests must be approved in advance of taking leave in accordance with the seniority provisions of Article 16 and the department rules and regulations.
- C. All peace officers shall commence to accrue annual leave upon their date of hire. Accrual will be reflected on each pay receipt.
- D. The following table shall apply for accrual and maximum allowable annual leave and shall be based on date of hire, or adjusted service date.

Length of Service	Accrued Hours/ Pay period	Accrued Hours/Year	Maximum Leave Hours
0 - 120 Months	4.615	120 hours	420
121 - 240 Months	6.154	160 hours	500
241 - & Over	7.692	200 hours	580

- E. In exceptional circumstances, employees with one (1) or more years of service may be advanced leave subject to the approval of the City Manager.
- F. A peace officer who has taken advance annual leave beyond that accrued at the time of termination shall make restitution for such leave either by deduction from any amount owed him by the City or by cash refund.
- G. Hours in the "no sell annual leave bank" shall not count toward the maximum amount of accrued leave time.

Section 3. Sick Leave

All peace officers who are incapacitated from the performance of their duties by illness or injury, or whose attendance is prevented by public health requirements, may be granted sick leave with pay. The City and the Association agree to abide by the Family and Medical Leave Act (FMLA) as set forth in City policy.

Annual leave shall not be used in place of sick leave, unless approved by the Department Chief or Director of Corrections or designee.

Peace officers may also be granted sick leave with pay for any illness or death of a family member of the peace officer or the peace officer's spouse, which occurs in the immediate family (immediate family defined as spouse, child, father, mother, grandparent, brother, sister, step, adopted or foster relationships).

- A. Sick leave with pay will be granted only to those peace officers who have been employed on a full time basis for a period of two (2) consecutive months.
- B. Abuse of these provisions is cause for disciplinary action. The Department Chief or Director of Corrections or designee reserves the right to require a doctor's certificate for any period of illness.
- C. Sick leave shall accrue to each peace officer at the rate of 4.61538 hours per pay period, based on eighty (80) hours worked biweekly. Sick leave shall be charged as used on an hourly basis.
- D. Peace officers with ten (10) years or more City service whose original hire date is July 1, 2014 or later shall be compensated for one-half (1/2) of their unused accumulation of sick leave with a maximum payout of five hundred (500) hours when they are permanently separated from City service.
- E. A peace officer incapacitated beyond the period covered by sick leave may, on the recommendation of the City Manager and approved by the City Council, be granted an advance of additional sick leave with full or partial pay at the employee's base wages plus longevity.
- F. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when a peace officer is on sick leave is considered evidence of abuse of sick leave unless approved in writing by the Department Chief or Director of Corrections or his/her designee and is subject to discipline up to and including termination.

- G. A peace officer incapacitated due to an injury that is not work related may, at the option of the City, be employed in other work areas performing physician-approved duties within the City. The peace officer's normal "worksite" will have preference over other assigned areas. The peace officer shall be paid eighty-five percent (85%) of the peace officer's current wages for a period not to exceed 90 days, providing no current employee is laid off as a result of such placement. The peace officer shall have the option of supplementing the remaining fifteen percent (15%) with accrued sick, holiday or annual leave.

Section 4. Bereavement Leave

A peace officer will be granted three (3) days as bereavement leave for a death of a peace officer's or spouse's immediate family member. An immediate family member of a peace officer or spouse shall be defined as spouse, children (including adopted, step, or foster relationships), father, mother, brother, sister, grandparent or grandchild. One of the three (3) days must be used for attendance of service. Such leave will not be deducted from peace officer's leave bank; however, it is non-accruable and not compensable if unused.

Section 5. Leave of Absence

- A. Paid leave - peace officers may be granted paid leave of absences by utilizing their benefit banks accordingly (i.e., annual leave, holiday and sick leave). Rules are established for each bank as to its use. A peace officer's employment status is designated as a regular peace officer during the paid leave status and all benefits remain in effect during the period.

Requests for paid leave may be denied if inadequate notice is given or staffing levels drop below the standard for normal operation. If a request is denied, an alternate date may be established with proper notice.

- B. Unpaid leave - peace officers who exhaust all leave banks (annual, holiday and sick leave) may apply for unpaid leave to remain employed at the City. Requests for unpaid leave must be in writing to the appropriate Captain with sufficient notice. The City may grant unpaid leaves of absence in thirty (30) day increments. Each incremental period shall be designated as guaranteed, unguaranteed, or denied as follows:

1. Guaranteed allows a peace officer to be absent for up to thirty (30) days on unpaid leave with a guarantee of their job on return.
2. Unguaranteed allows a peace officer to be absent for up to thirty (30) days on unpaid leave with no guarantee that job will be available upon return. If the supervisor has a need to fill the job in the interim, the peace officer will not be allowed to return to his/her current position. In this case, the peace officer may be eligible for any open and competitive position at the City for thirty (30) days, and if unsuccessful, he/she will be terminated from employment.

Periods of leave without pay in excess of thirty (30) calendar days shall not be credited for the purpose of:

1. Benefit and compensation accruals, service credit or
2. Completion of probation

Section 6. Military Leave

- A. Any employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve or the Nevada National Guard will be relieved from his/her duties, upon the Supervisor's request, to serve under orders in accordance with Nevada state law and federal law, and be compensated in accordance with Nevada state law and federal law. Any employee requesting this benefit shall provide a copy of his/her military orders to the City.
- B. Any employee who receives orders to report to duty shall, upon the employee's request, be relieved from the employee's normal duties without loss of full compensation for a period of up to 20 shifts per calendar year.
- C. Beginning on the 21st shift and for 30 shifts thereafter per calendar year the employee will be paid the difference between their base wage and military duty pay.

Section 7. Leave Pay Upon Separation

Upon separation of employment all accrued leave shall be paid at the peace officer's premium wages, if the peace officer is eligible to receive such pay.

ARTICLE 20

RULES AND REGULATIONS

Section 1. Rules and Regulations vs. Contract

The City and the Association agree that the applicable departmental Rules and Regulations do not change or delete the Articles of this contract. The Department Chief or Director of Corrections shall be responsible for providing peace officers with current copies of Rules and Regulations, Policies and Procedures, Civil Service Ordinances, and other Department manuals which affect the peace officer.

Section 2. Rules and Mandatory Bargaining

The City and the Association further recognize that the matters covered by departmental Rules and Regulations include matters which are and are not subject to mandatory bargaining under the provisions of Nevada Revised Statutes 288. The City and the Association also recognize that these Rules and Regulations are subject to change by the Department Chief or Director of Corrections, provided, however, that any changes shall not affect subjects of mandatory bargaining without prior negotiations.

ARTICLE 21

OCCUPATIONAL HEALTH AND SAFETY

Section 1. Member on Committee

The Association may appoint one (1) member from the bargaining unit to the City's Safety Working Group. This Working Group may meet at least once each month and discuss safety and health conditions.

Section 2. Safety Coordinator

The Department Chief or Director of Corrections shall appoint respective Safety Coordinators who shall represent the Department Chief or Director of Corrections. The appointed Safety Coordinator shall be responsible for duties as defined in the City Safety Manual.

Section 3. Attendance of Meetings

Safety Committee members shall be allowed to attend committee meetings while on duty jointly with management, and attend any inspection or investigation of safety or health problems in the City.

ARTICLE 22

DISCIPLINARY ACTION AND PEACE OFFICERS' RIGHTS

Section 1. Grounds for Disciplinary Action

The parties acknowledge that they are subject to the provisions in NRS Chapter 289. The City will not take formal disciplinary action against a tenured (confirmed) peace officer unless such action is supported by just cause. The City shall follow the disciplinary procedures set forth below in enforcing any formal discipline. Any formal investigation that could lead to disciplinary action must be initiated within ninety (90) calendar days of when the City became aware of the incident. The officer must be notified in writing within fourteen (14) calendar days from the date the investigation was authorized by the Chief of Police. A peace officer may appeal any formal discipline through the grievance procedure of this contract, which shall be the exclusive remedy for the appeal of disciplinary actions.

Section 2. Progressive Disciplinary Action

A. Progressive Discipline

The City agrees to utilize progressive discipline in its efforts to change and correct employee behavior. The steps of progressive discipline are defined below and it is understood and agreed to by the parties that the gravity of the transgression may support discipline in a non-progressive manner, up to and including the termination of employment.

B. Formal Discipline

According to the gravity of the transgression, formal discipline may be in the form of any one or combination of the following and will be based on just cause:

1. Formal oral reprimand (documented)
2. Written reprimand
3. Suspension without pay
4. Demotion
5. Permanent Separation

C. Informal Counseling

Informal counseling, training, or other non-punitive actions are not considered formal discipline.

Section 3. Political Activity

Except as otherwise provided by law, or whenever on duty or in uniform, no peace officer shall be coerced or required to engage in political activity. However, if any peace officer desires, he may engage in political activity when off duty and out of uniform.

Section 4. Investigation and Interrogation

This section shall not apply to informal contact with a supervisor such as counseling, instruction or informal verbal or written admonishment, which is to be placed in the Corrections Officer's administrative file.

- A. A peace officer will not be investigated for misconduct unless and until the Chief of Police or Director of Corrections or his/her designee signs a written complaint authorizing the initiation of such an investigation. Peace officers who may have engaged in off-duty misconduct will be informed that they have the ability to contact a union representative before they provide the Department with a written or verbal statement regarding their off-duty actions. However, if a statement is requested, it will be provided to the Department on or before the end of the officer's next scheduled shift.
- B. At least forty-eight (48) hours prior to an interrogation of a peace officer, the Police Department shall provide the peace officer under investigation with a written notice that contains the following information:
 - (1) A description of the nature of the investigation;
 - (2) A summary of the alleged misconduct committed by the peace officer;
 - (3) The identity and authority of the person(s) conducting the investigation and anyone else who will be present during the interrogation;
 - (4) The name of the person making the accusation to the extent such disclosure is permitted by law; and
 - (5) That they have the right to bring two representatives of their choosing with them to assist them during the interrogation.
- C. The interrogation shall be conducted at a time that is mutually convenient for the investigators, the peace officer to be interrogated and the peace officer's representatives (if any). However, if the parties are not able to schedule a mutually agreeable time within fourteen (14) calendar days, then the Department will schedule the interview. Furthermore,

the interrogation shall be conducted when the peace officer is on duty, unless the seriousness of the investigation dictates otherwise. If the peace officer is on a non-paid status, he shall receive call back pay. If under administrative leave with pay, no additional compensation shall be paid unless the officer is required to be interviewed or interrogated outside of his administratively modified shift hours; is interrogated for a period of time which would extend beyond his assigned shift (12 hours); or would require travel which would extend beyond his assigned shift (12 hours).

- D. The interrogation session shall be for a reasonable period of time, taking into consideration the gravity and complexity of the issue being investigated. During the interview/interrogation, the officer and his representative shall be allowed breaks to confer with one another, if reasonable and requested by the officer.
- E. The peace officer under interrogation shall not be subjected to offensive language or threatened with transfer or disciplinary action, or loss of his job. No promise of award shall be made as an inducement to answering any question. The City shall not willfully subject the peace officer under investigation to visits by the press or news media nor release the peace officer's home address or photograph to the press or news media without his express consent.
- F. The complete interrogation of a peace officer shall be recorded and there shall be no unrecorded questions or statements. The tape recording of the interrogation and all other taped interviews relevant to the case shall be made available to the peace officer to review in the presence of one of the interrogating officers. The peace officer shall be entitled to a copy of such tape. If transcription of a recording is made of any interrogation or interview relevant to the case, the peace officer shall be provided a copy. If no transcription is made, the cost to transcribe shall be borne by the peace officer. The peace officer shall also have the right to bring his own recorder and record any and all aspects of the interrogation.
- G. When an investigation is deemed completed, the Department Chief or Director of Corrections or his/her designee will schedule a pre-disciplinary hearing at a time that is mutually convenient for the Chief/Director, the peace officer and the peace officer's representatives (if any). However, if the parties are not able to schedule a mutually agreeable time within fourteen (14) calendar days, then the Department will schedule the hearing. The pre-disciplinary hearing will afford the affected peace officer an opportunity to present a statement and any exculpatory and/or mitigating evidence. Following the pre-disciplinary hearing, the Department Chief or Director of Corrections or his/her designee has fourteen (14) calendar days to impose discipline against the officer. Upon mutual agreement between the officer, his POA representative and the Department Chief or Director of Corrections, the date of imposition of discipline may be extended.

Section 5. Exercise of Constitutional Rights

No peace officer shall be discharged, disciplined, demoted, transferred, denied promotion, reassigned, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment, by reason of his lawful exercise of his constitutional rights, the rights granted under this bill of rights or the exercise of any rights under any existing administrative procedure.

Section 6. Recorded Information

No adverse comments shall be placed in a peace officer's personnel file or other place of record unless the peace officer has been afforded an opportunity to read and sign the comments. Should the peace officer refuse to sign the comments after reading them, a witness shall document that the officer was provided the opportunity to read and sign the comments but refused to do so, and the comments shall be entered into the personnel file.

Section 7. Written Response

A peace officer shall have thirty (30) calendar days to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to and shall accompany the adverse comment.

Section 8. Notification

Whenever there is a personnel action against a peace officer, such peace officer shall be notified in writing of the action and the reasons for it. The notification shall be given within fourteen (14) calendar days after the disciplinary hearing.

Section 9. Polygraph Examination

Employees shall not be required to take a polygraphic examination or voice stress analyzer in conjunction with any disciplinary action.

Section 10. Disclosure

For the purposes of job assignment or other personnel actions, a peace officer shall not be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal, or domestic expenditures (including those of any member of his family or household). Such information may be obtained under proper legal procedure, when there is a reasonable belief that the information would tend to indicate a conflict of interest with respect to performance of his official duties. Such information may also be requested or required by the City to ascertain the desirability of assigning the peace officer to a special unit in which there is a strong possibility that bribes or other improper inducements may be offered.

Section 11. Probationary Employees

- A. With the exception of temporary positions, the initial appointment of any candidate for any peace officer position with the City shall be conditioned upon successful completion of the initial probationary period of not less than eighteen (18) months or more than twenty-four (24) months.
- B. A probationary employee is defined as a peace officer who has not completed the initial eighteen (18) month probationary period of employment and whose appointment has not been confirmed.
- C. The initial eighteen (18) month probationary period of employment may be extended for up to six (6) months upon the mutual agreement of the Chief of Police or Director of Corrections and the Association.

- D. The probationary period is defined as a period of time during which the probationary employee is required to demonstrate the ability to perform the duties of the job in a satisfactory manner.
- E. A probationary employee shall be an "at will" employee and shall not have an entitlement to continued employment. A probationary employee may be non-confirmed at any time during the probationary period at the sole discretion of the Chief of Police or Director of Corrections for any reason not in violation of state or federal law. Such separation cannot be appealed through the grievance and arbitration procedures set forth in this Agreement. Non-confirmation of a probationary employee shall result in termination.

Section 12. Records and Personnel Files

A. Erroneous Allegations

Employees shall be entitled to the removal of any document that is proven to be in error or was placed in the employee's personnel files without the employee receiving a copy of the document. Material which has been removed, due to error, must be corrected or destroyed. Any record destroyed, due to error, may not be referenced or be made the basis for, or be used in, any discipline or other adverse personnel action(s) against the employee(s) referred to in such retracted material.

B. Personnel Files are Confidential

Employees' personnel files are private and confidential and must not be reviewed or otherwise seen by any person other than an authorized employee of the Department of Human Resources, the City Manager or designee, the City Attorney or designee, and/or the Chief of Police or Director of Corrections or their designee without the prior approval of the employee. Personnel files will be released to the employee (or their designated representative) upon their written request.

Section 13. No Contest Option

As an alternative to the standard process in which a formal investigation is completed, an officer may be given the option to accept discipline without contesting it, and thus, avoid a majority of the steps of the Internal Affairs (IAB) investigation. Declining to contest the allegation of misconduct affords a culpable employee the opportunity to dispense with an administrative (IAB) investigation and quickly resolve the matter by accepting the proposed discipline. This is primarily designed for complaints which, if sustained, would result in a documented written reprimand.

The North Las Vegas Police Officers Association (NLVPOA/NLVPSA) and the North Las Vegas Police Department agree to the following steps:

1. Upon the initiation of a formal investigation, directed by the Chief of Police or his designee, a Notice of Investigation will be forwarded to the officer by IAB.
2. The Notice will contain details of the misconduct and instructions, as is presently included, but may also contain the option to decline to contest the allegation of misconduct.
3. The officer would be informed of the proposed discipline that would be applicable if the allegation(s) were proven true. The proposed discipline would be based on the facts and

circumstances surrounding the incident.

4. The officer would then have the option to either accept the proposed discipline and a complaint disposition of "sustained", or reject the proposal and request a complete formal administrative (IAB) investigation.
5. Declining to contest the allegation of misconduct and accepting the proposed discipline is strictly voluntary and carries no repercussions if not chosen.
6. An officer who accepts the proposed discipline and a complaint disposition of "sustained" must sign a "Declining to Contest Allegation of Misconduct Form." By signing this Form, the officer waives the right to an administrative (IAB) investigation and all applicable grievances, appeals, and hearings.

ARTICLE 23

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. General

- A. A grievance is defined as a complaint regarding working conditions, wages, benefits, departmental rules and regulations or interpretation and application of this Agreement.
- B. The procedures set forth in this Article shall be the exclusive remedy for any dispute or complaint that is defined as a grievance hereunder.
- C. Grievances not filed or submitted within the time limits set forth below shall be rendered invalid and not subject to this grievance and arbitration process.
- D. A grievance may be advanced to any step in the grievance and arbitration procedure if the parties jointly so agree.
- E. The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all peace officers in the bargaining unit. The City recognizes the right of the Association to charge non-Association members of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings.
- F. If any employee wants to file a grievance, he/she must start the process as outlined in Section 3, Step 1. It is expressly understood and agreed that the grievance resolution system specified in this Article is the only grievance resolution system available to this bargaining unit.

Section 2. Informal Procedure

Prior to submitting a written grievance, the employee may discuss the subject matter with his immediate supervisor or the Department Chief or Director of Corrections and an Association representative.

Section 3. Grievance Procedure

Step 1. An employee having a complaint or grievance shall present the signed written grievance to the Association Grievance Committee within twenty-one (21) calendar days from the date of the incident, or twenty-one (21) calendar days from the time the employee had reason to know the circumstances giving rise to the grievance. If it is determined by the Association Grievance Committee that a grievance does exist, the Association shall present the signed grievance to the Chief of Police or Director of Corrections, and send an electronic copy to the Human Resources Director or designee within twenty-one (21) calendar days from the date of receipt of the grievance.

Step 2. The Chief of Police or Director of Corrections or his/her designee shall have fourteen (14) calendar days from the date of the receipt of a signed grievance to make a written response to the grievance. Failure on the part of the Chief of Police or Director of Corrections or their designee to answer the grievance shall constitute a denial of the relief requested by the employee.

Step 3. Within fourteen (14) calendar days after receipt of the response of the Chief of Police or Director of Corrections or their designee, or lack of response, the Association shall submit the grievance to the Human Resources Director or their designee for their review and decision.

Step 4. Within fourteen (14) calendar days after receipt of the grievance, the Human Resource's Director or their designee or designee shall respond in writing. In the absence of any response, the grievance shall be deemed denied.

Step 5. If a mutually satisfactory settlement cannot be reached between the and the Association Human Resources Director or designee, the Association shall have the right to submit the matter to arbitration. The Association must notify the Human Resources Director or designee in writing within fourteen (14) calendar days from the date of the decision by the Human Resources Director or designee, or within fourteen (14) calendar days from the expiration of the period for the response, Human Resources Director or designee if none was made.

Section 4. Arbitration Procedure

Step 1. Should the Association submit the grievance for arbitration, the City and the Association shall attempt to select an arbitrator mutually agreed upon from seven names supplied by the Federal Mediation and Conciliation Services ("FMCS"). Each party will alternately strike names from the list, with the Association striking the first name. The City and the Association must agree upon an arbitrator or strike names from the list within fourteen (14) calendar days from the date of the receipt of the list, unless both parties agree on an extension. The arbitration shall be conducted under the rules of the FMCS.

Step 2. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or department Rules and Regulations, except when Rules conflict with this Agreement. When such a conflict exists, the provisions of this Agreement prevail. The arbitrator shall confine his decision to a determination of the facts (including departmental Rules and Regulations), and an interpretation and application of this Agreement and the law. The arbitrator shall render his decision within thirty (30) calendar days from conclusion of the hearing.

Section 5. Award

The arbitrator's award will be final and binding on the Association and its members, the employee or employees involved, and the City. If the arbitrator shall award back wages covering the period of the employee's separation from the payroll of the City, the amount so awarded shall be less any unemployment compensation received and less any compensation which the employee earned while suspended or terminated.

Section 6. Costs and Fees of Arbitration

- A. The expenses, wages and other compensation of any witnesses called before the arbitrator shall be borne by the party calling such witnesses. Other expenses incurred such as professional services, consultants, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.
- B. The arbitrator's fees and expenses, the cost of any hearing room, and the cost of a court reporter and of the original transcript shall be borne by the losing side of the arbitration. The arbitrator will be requested to specify who is the losing party.

ARTICLE 24

DURATION OF AGREEMENT

Section 1. Validity of Agreement

This writing constitutes the complete agreement of the parties. Any amendments to this Agreement shall be of no validity unless reduced to writing and signed by both parties.

Section 2. Term of Agreement

The Agreement shall become effective July 1, 2021, and continue in full force and effect through June 30, 2024; however, if the parties hereto do not arrive at a new Agreement before July 1, 2024, the provisions of this Agreement, shall remain in effect until the parties execute a new agreement.

ARTICLE 25

SAVINGS CLAUSE

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

ARTICLE 26

ENTIRE AGREEMENT

The provisions of this Agreement shall not be subject to renegotiation between the parties or otherwise modified prior to the termination of this Agreement without mutual agreement between the parties, except as specifically set forth in other articles.

CITY OF NORTH LAS VEGAS ("CITY")

NORTH LAS VEGAS POLICE
OFFICERS ASSOCIATION

By _____
John J. Lee, Mayor

By _____
Loran McAlister, President

ATTEST:

Marie E. Purcell, CMC
Acting City Clerk

Approved as to form by:

Micaela Rustia Moore, City Attorney

Jeffrey F. Allen, Attorney for the NLVPOA

SCHEDULE A

<u>Non-Supervisor Corrections Officers Wage Scale</u>		
45-1		\$54,848.81
45-2		\$57,454.13
45-3		\$60,183.20
45-4		\$63,041.91
45-5		\$66,036.40
45-6		\$69,173.12
45-7		\$72,458.85
45-8		\$75,900.64
45-9		\$79,505.92
45-10		\$83,326.20

SCHEDULE B
Summary Plan Description

	HMO September 2016	Premium	Economy
Plan Summary			
Deductible (In-Network)	\$0	\$300/\$600	\$750/\$1500
Deductible (Out-Network)	N/A	\$2,000/\$6,000	\$2,000/\$6,000
Out of Pocket Max (In)	\$6,250/12,500	\$2,200/\$6,600	\$4,700/\$9,200
Out of Pocket Max (Out)	N/A	\$25,000/\$50,000	\$25,000/\$50,000
PCP Office (In Network)	\$25	\$20	\$35
PCP Office (Out of Network)	\$25	CYD + 50/50	CYD + 50/50
Specialist (In Network)	\$50	\$40	\$35
Specialist (Out of Network)	\$50	CYD + 50/50	CYD + 50/50
Outpatient Therapy/Chiro	\$25	\$20	After CYD, 80%
Mental Health	Same as Medical	\$20	Same as Medical
Hospital (Inpatient)	\$300 per day/\$900 per Admission	In Network 90/10; Out of Network 50/50	After CYD; In Network 80/20, Out of Network 50/50
Outpatient Surgery	\$150	In Network 90/10; Out of Network 50/50	After CYD; In Network 80/20, Out of Network 50/50
Emergency Room	\$250	\$100 and \$500 for a Non-Emergency	\$150 and \$500 for a Non-Emergency
Urgent Care	\$30	\$40	\$55
Lab	\$15	\$20 In Network; Out of Network CYD + 70/30	\$50 In Network; Out of Network CYD + 60/40
X-Ray	\$25	\$20 In Network; Out of Network CYD + 70/30	\$50 In Network; Out of Network CYD + 60/40
MRI/PET/CT	\$100	\$100 In Network; Out of Network CYD + 50/50	\$125 In Network; Out of Network CYD + 50/50
Ambulance	\$250	\$150	\$150
RX	\$25/50/75	\$10/30/55	\$15/45/65
RX Mail Order	\$62.50/125/187.50	\$20/60/110	\$25/85/125
Preventative	\$0	\$0	\$0
		Primary generic RX	Primary generic RX
	Outpatient/Inpatient Short term rehabilitation limited to a combined 120 day/visit maximum per calendar yr. Chiropractic limited to 20 visits per calendar yr.	Chiropractic Services limited to 20 visits per year.	Chiropractic Services limited to 20 visits per year.
Employees' Contribution	HMO September 2016	Premium	Economy
Employee Only	\$0.00	\$83.50	\$53.71
Employee + 1	\$0.00	\$183.70	\$118.15
Employee + Family	\$0.00	\$267.21	\$171.86