

**CORRECTIONS SUPERVISOR AGREEMENT 2020-2021**

**BETWEEN THE**

**CITY OF NORTH LAS VEGAS, NEVADA**

**AND THE**

**NORTH LAS VEGAS POLICE SUPERVISORS ASSOCIATION**

**PREAMBLE**

This Agreement is made pursuant to the Local Government Employee-Management Relations Act 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 Supervisors Association, a local government employee organization, hereinafter referred to as "Association".

**GENDER, NUMBER, AND TENSE**

In accordance with NRS 0.030, except as otherwise expressly provided in a particular statute or required by the context:

- A. The masculine gender includes the feminine and neuter genders.
- B. The singular number includes the plural number, and the plural includes the singular.
- C. The present tense includes the future tense.
- D. The term "Supervisor" refers to a -Corrections Sergeant or Lieutenant.

|  |    |
|--|----|
| ARTICLE 1. RECOGNITION .....                                     | 3  |
| ARTICLE 2. MANAGEMENT RIGHTS.....                                | 4  |
| ARTICLE 3. ASSOCIATION-MANAGEMENT COOPERATION .....              | 5  |
| ARTICLE 4. ASSOCIATION AFFAIRS .....                             | 5  |
| ARTICLE 5. PAYROLL DEDUCTION OF DUES .....                       | 7  |
| ARTICLE 6. HOURS OF WORK AND OVERTIME.....                       | 7  |
| ARTICLE 7. WAGES .....   | 9  |
| ARTICLE 8. LONGEVITY .....                                       | 9  |
| ARTICLE 9. SHIFT DIFFERENTIAL, ASSIGNMENT DIFFERENTIAL PAY,..... | 10 |
| AND SPECIAL ASSIGNMENTS .....                                    | 10 |
| ARTICLE 10. COURT TIME .....                                     | 11 |
| ARTICLE 11. EDUCATIONAL ASSISTANCE/INCENTIVES .....              | 11 |
| ARTICLE 12. UNIFORM, EQUIPMENT, AND CLOTHING ALLOWANCE .....     | 12 |
| ARTICLE 13. COPIES OF AGREEMENT.....                             | 13 |
| ARTICLE 14. PUBLIC EMPLOYEES RETIREMENT SYSTEM.....              | 13 |
| ARTICLE 15. INSURANCE AND DISABILITY .....                       | 13 |
| ARTICLE 16. SENIORITY .....                                      | 15 |
| ARTICLE 17. PROMOTIONS .....                                     | 17 |
| ARTICLE 18. REDUCTION IN FORCE .....                             | 20 |
| ARTICLE 19. LEAVE TIME.....                                      | 20 |
| ARTICLE 20. RULES AND REGULATIONS.....                           | 25 |
| ARTICLE 21. OCCUPATIONAL HEALTH AND SAFETY .....                 | 25 |
| ARTICLE 22. POLICE SUPERVISORS' BILL OF RIGHTS .....             | 26 |
| ARTICLE 23. GRIEVANCE AND ARBITRATION PROCEDURE .....            | 30 |
| ARTICLE 24. DURATION OF AGREEMENT .....                          | 32 |
| ARTICLE 25. SAVINGS CLAUSE.....                                  | 32 |
| ARTICLE 26. ENTIRE AGREEMENT .....                               | 33 |
| WAGE APPENDIX.....   | 34 |

## **ARTICLE 1. RECOGNITION**

### **Section 1. Classifications**

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

|                        |     |
|------------------------|-----|
| Corrections Sergeant   | 46P |
| Corrections Lieutenant | 47P |

### **Section 2. Community of Interest**

It is agreed that the Association shall represent any supervisor, referred to hereafter as "supervisors," within classifications created by the City that are within the Police Supervisor 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. Any dispute between the parties as to whether a new classification is within the Association's community of interest may be advanced to the Grievance and Arbitration Procedure.

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 ten (10) calendar days after such notice, the parties have not reached a mutual agreement, they shall proceed to the Grievance and Arbitration Procedure.

### **Section 3. Right to Work**

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

### **Section 4. Association Supervisors**

The Association shall make written notification to the City by December 1st of each year of the current Association supervisors representing supervisors under this Agreement. Any changes shall be evidenced to the City in writing within eight (8) 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 eight (8) calendar days, the Human Resources Department shall notify the Association of all new promotions and terminations within the bargaining unit. Such notice shall include the supervisor's name, social security number, address, telephone number and the action taken. At the end of each pay period, the Corrections Department shall provide the Association with a copy of the time sheet of each Supervisor 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 pay 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:

- A. The services performed
- B. The location of the work force
- C. The schedules and fair standards of supervisors performance
- D. The schedules and hours of shifts
- E. The methods, processes, and means of providing services and materials
- F. The right to hire, promote, demote, and assign or transfer, excluding the right to assign or transfer for discipline except for cause.
- G. Establish reasonable rules of conduct, to discharge or discipline for cause in accordance with Municipal Code 2.68, Rules and Regulations, and to maintain efficiency of supervisors.

### **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 in 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 supervisor 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 supervisor 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 supervisor because of Association membership or because the supervisor exercises lawful rights as an Association member.

## **ARTICLE 4. ASSOCIATION AFFAIRS**

### **Section 1. Association Supervisor's Time**

For the purpose of representation of members within the bargaining unit, the Association shall be allowed one thousand (1000) hours for fiscal year 2020-2021 for the President or designee, to conduct authorized association business (representations, grievances, conventions, conferences, seminars etc.). Should the amount of hours exceed the 1000-hour limit during the fiscal year, the President or designee, shall be required to utilize annual leave banks for authorized association business until the beginning of the next fiscal year.

Absent demonstration of exigent circumstances, the Association agrees to provide the Chief of Police, Director of Corrections or designee, three (3) business days' notice when submitting union time requests.

The Association agrees to not exceed 3 individual requests for union time hours at one time, under normal circumstances, and no two association supervisors from the same shift of the Department unless authorized by the Captain of the affected Division. All union leave time will be approved by the Chief of Police, Director of Corrections or designee.

However, the City is under no obligation to pay supervisors 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 supervisors must ask their supervisors for permission to leave their jobs to conduct Association affairs, and such permission shall be granted subject to available personnel. Association Board members will submit a Departmental leave request form whenever using union leave time for union activities performed during on-duty hours. supervisors will make every effort to allow Association supervisors the time to attend Board Meetings and scheduled Association Meetings.

## **Section 3. Receive Grievances**

Association supervisors may receive and discuss, but not solicit, complaints and grievances of Association Members 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 supervisors or the Association Member(s). Only those Association supervisors and the Association Member(s) 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. 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 supervisors are needed for informational purposes, upon agreement by the joint bargaining committee, said supervisor 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 supervisor representatives for time the supervisor was not scheduled to work.

## **Section 5. Office Space**

The City shall provide the Association with office space.

## **Section 6. Parking**

The City shall provide free parking facilities for duty supervisors. 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) days after the end of a pay period. The bank shall be designated by the Treasurer of the Association.

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

This authorization for payroll deduction of dues shall remain in full force and effect unless the member subsequently requests in writing the withdrawal of the original authorization.

## **ARTICLE 6. HOURS OF WORK AND OVERTIME**

### **Section 1. Workday**

Either:

- A normal workday shall consist of ten (10) consecutive hours in a day, and the normal work week shall consist of any four (4) consecutive ten (10) hour days out of seven.

or

- A normal work rotation shall be 14 days (two weeks), comprised of three consecutive twelve (12)-hour work days and one eight (8)-hour workday during one week of the rotation, and three consecutive twelve (12)-hour work days during the other week of rotation.

Work schedules shall be made at the sole discretion of the City to suit varying conditions.

When a supervisor's scheduled work shift or assignment is modified or adjusted under normal conditions, the supervisor shall be provided a minimum of eight (8) hours between shifts or assignments; if eight (8) hours is not granted, the supervisor shall be compensated at one and one-half (1 ½) times their 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 A.M. and 11 A.M.

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

### **Section 3. Overtime**

Overtime is defined as being directed 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 supervisor shall receive one and one-half (1-1/2) times his 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, should a supervisor be directed to work longer than a normal shift or be recalled to work, the supervisor shall be paid at the rate of two times the supervisor's premium wages for all hours worked in excess of normal shift.
- C. If a supervisor 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 ½) times his premium rate of pay.

If the employee's start of shift is the designated holiday shift (Example: start of graveyard shift on July 3 at 2200 hrs 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.

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 hrs on July 3 with the shift ending 0100 hrs July 4. If employee shift is extended after 0100 hrs it is not considered the designated holiday shift and therefore not subject to holiday extension of shift pay.)

### **Section 4. Lunch Breaks**

Lunch breaks shall be one (1) hour of paid time. If the supervisor is not allowed one hour to eat, the supervisor 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 supervisor 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 supervisor is called back to work, the



supervisor shall be paid overtime at one and one-half (1 ½) times his premium rate of pay. The supervisor shall be paid for a minimum of four (4) hours regardless of having worked less than four (4) hours, or the supervisor 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 supervisor's normal tour of duty, such supervisor shall be paid overtime at one and one-half (1½) times his premium rate of pay for only those hours worked outside of his normal tour of duty.

A supervisor who works less than four (4) hours on the initial call-out 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 supervisor shall be paid for the aggregate time worked. In the event a supervisor is called out for a second time after the expiration of four (4) hours from the first call-out, the supervisor shall be paid for a minimum of four (4) hours for each call-out except as provided in the previous paragraphs.

### **Section 6. Standby Pay**

Employees required to be on standby 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.

## **ARTICLE 7. WAGES**

The base wage rate steps set out in the attached Appendix shall be in effect from 7/1/20 through 6/30/21. Supervisors may achieve within-class increases in accordance with Municipal Code 2.68 until they reach the top step of their respective grade.

### **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 ADP or shift differential. Overtime shall be calculated at base wages X 1.5. Applicable ADP or shift differential will then be added.

### **Section 2. Cost-of-Living Adjustment**

There shall be no cost of living adjustment (COLA) for fiscal year 2020-2021.

## **ARTICLE 8. LONGEVITY**

### **Section 1. Longevity Pay**

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

## **ARTICLE 9. SHIFT DIFFERENTIAL, ASSIGNMENT DIFFERENTIAL PAY, AND SPECIAL ASSIGNMENTS**

### **Section 1. Shift Differential Pay**

Supervisors 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 supervisors in the following categories and at the listed percentage rates of the supervisor's wages excluding supervisors 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. Supervisors 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. All assignments listed below will be appointed by the Chief of Police or Director of Corrections. Sergeants shall receive eight percent (8%), and Lieutenants shall receive five percent (5%) assignment differential pay upon ratification of this agreement for the following assignments:

- A. Administrative Lieutenant
- B. Internal Affairs
- C. STAT

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

### **Section 3. Bilingual Proficiency**

The City shall pay \$1,250 annually, the first pay period in January, made by a separate check, for those supervisors conversant in Spanish in order to fulfill their job duty as a supervisor. The following criteria must be met to qualify for the annual incentive pay:

- A. Supervisors must initially pass a proficiency examination prepared by the City. Once certified, a supervisor does not need to re-certify on a yearly basis; however, management has the right to require re-certification at any time.

- B. The number of certified participants shall be determined by the department's needs and the fiscal constraints of the City of North Las Vegas.

## **ARTICLE 10. COURT TIME**

### **Section 1. Off Duty Court**

Supervisors 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. Supervisors shall be paid at one and one half (1-1/2) times the supervisor'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 supervisor'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 supervisor's premium rate of pay.
- D. In any event, the supervisor shall not be paid twice for the same hours. All witness fees shall be returned to the City. Supervisors 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**

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

## **ARTICLE 11. EDUCATIONAL ASSISTANCE/INCENTIVES**

### **Section 1. Tuition Assistance**

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

### **Section 2. Educational Incentives:**

Employees who hold the following degree as of July 1<sup>st</sup> of each fiscal year shall receive one of the following lump sum payments on the first payday in August, by separate check. Current supervisors 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.

- Any supervisor 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 Supervisor 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 Supervisor 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 Supervisor 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.

## **ARTICLE 12. UNIFORM, EQUIPMENT, AND CLOTHING ALLOWANCE**

### **Section 1. Issued Equipment**

The City shall issue to all supervisors 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 and lockers. Supervisors will be issued a ballistic vest at their request. Vests will be replaced every five (5) years.

### **Section 2. Clothing Allowance**

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

|               |          |
|---------------|----------|
| December 2020 | \$900.00 |
| June 2021     | \$900.00 |

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

### **Section 3. Required Equipment**

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

- A. Handcuffs
- B. Required keys
- C. Leather/nylon equipment

- D. Baton and holder
- E. Wristwatch
- F. Clipboard
- G. Flashlight
- H. Prescription eye glasses or contacts, if needed

#### **Section 4. Damaged Equipment**

If any of the above equipment or clothing is damaged or lost while the supervisor is acting in his official capacity and if the supervisor 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. 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); 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 supervisor for the replacement value of the glasses or contacts, the City shall not have any liability to reimburse the supervisor.

#### **ARTICLE 13. COPIES OF AGREEMENT**

Copies of this agreement will be located on City net and available for all parties to print their own copies. The Association shall pay 100% of the cost of printing the NLVPSA 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 increase in the percentages rate of the retirement contributions to the Public Employees Retirement Fund 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 the following sources in the following order:

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.

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

#### **ARTICLE 15. INSURANCE AND DISABILITY**

##### **Section 1. Life**

The City shall provide twenty thousand dollars (\$20,000) life insurance protection with double indemnity for the accidental death of a supervisor of the bargaining unit.

## **Section 2. Medical Benefits**

The City shall provide supervisors one of the following health benefit programs, which will include medical insurance, dental insurance, vision insurance, and a cafeteria plan:

- 1) A plan materially comparable to the health insurance plan(s), including related contributions, offered to employees of Clark County, Nevada;
- 2) A plan materially comparable to health insurance plan(s), including related contributions, offered to the majority of employees of the City of North Las Vegas; or
- 3) A self-insurance plan wherein the employee's contributions do not exceed the following amounts per month for medical benefits:
  - Employees only - \$84.00 per month
  - Employees and spouse or child(ren) - \$184.00 per month
  - 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. The employee 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 s/he was the primary insured.

Retired supervisors will be afforded the opportunity to remain in the health benefit program offered to current supervisors in accordance with NRS 287.023.

## **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)**

All supervisors 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.

A supervisor 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 supervisor an amount equal to the difference between the insurance compensation received and 100% of the supervisor's premium wages, for a period not to exceed 850 hours, until the supervisor is 1) released to the Temporary Work Assignment Program, 2) the primary physician gives permanent restrictions, or 3) an independent medical evaluation determines the supervisor is capable of returning to work.

A supervisor 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 supervisor is able to perform. The number of hours specified by the primary physician shall be considered a "work day" and the supervisor shall be paid one hundred percent (100%) of his current pay grade for each day worked.

While temporarily totally disabled, the ambulatory supervisor is required to submit a completed form and report in person to the Workers' Compensation Division of the Human Resources Department on a weekly basis. If a supervisor is physically unable to report in person, special arrangements will be made by the Worker's Compensation Division. The supervisor 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 supervisor 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 supervisors covered by this contract. The Department Chief or Director of Corrections shall provide the Association notice of any change of a supervisor'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 termination and rehire when the supervisor 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 supervisor with the earliest date of hire shall be deemed senior. Seniority for lateral transfers shall be determined by date and time of application.
- C. City seniority and classification seniority shall not accrue to any supervisor who is on a no-pay leave of absence after the first thirty calendar (30) days of that leave of absence, except for FMLA situations.
- D. For competition within classification for seniority, a supervisor 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 supervisor's seniority date shown on the seniority list prior to October 1 of each year shall be considered confirmation of supervisor'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 supervisors 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 supervisor's selected shift preference cannot be changed by the supervisor 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 supervisor 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.

Supervisors must submit leave requests 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 of certification, or upon certification of a new promotional eligibility list, unless extended.
- B. All promotional vacancies, within the bargaining unit shall be filled by promotion, from within the Department and shall be made from the current certified promotional eligibility list.
- C. Promotional examinations for Corrections Supervisors 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 Director of Human Resources 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.
- F. If an eligibility list has been exhausted, a new promotional examination may be held outside of the timeframes enumerated in subsection (C) above. If a written exam and/or assessment center will be used, a bibliography shall be posted a minimum of ninety (90) days in advance of the Request to Compete deadline contained in the notice. If no written exam or assessment center will be used, no bibliography need be posted, however, notice of testing and requirements for that examination shall be posted a minimum of thirty (30) days before the test date. The resulting promotional eligibility list shall be effective for one year from the date of certification, or upon certification of a new promotional eligibility list, unless extended.

## **Section 2. Examination Procedures**

- A. Examinations shall be obtained from the best known source.
- B. All North Las Vegas supervisors 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. If two or more examinations are given, the scores shall be proportionate. The City will determine the weights (percentages) to be used for each phase of testing. Minimum passing score shall be 70%.
- D. An oral 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. 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 supervisor'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. A Union shall have access to the tape recording of the promotional testing panel.
- 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 the Supervisor's Association Agreement, the following shall apply:

- A. Voluntary Request to Return to Classified Service
  - 1. A supervisor 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 supervisor may be returned to the highest vacancy previously held at the highest level of salary of that position in accordance with the supervisor's seniority. Return of a supervisor to classified service shall be at the discretion of the Department Chief or Director of Corrections.
  - 2. Should the supervisor 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 supervisor as if the supervisor 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 supervisor who is terminated shall have no right of return to the classified service.
2. A supervisor who is removed from an unclassified position for reasons other than cause shall be returned to the supervisor's former position in the bargaining unit.
3. Time spent in the appointed position will be credited to the supervisor as if the supervisor 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**

Reduction in force shall be based on seniority in classification as determined by the seniority article, performance being equal. 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 supervisor would be receiving had the employee not been promoted to the higher classification.

**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 designee.

In the event of a supervisor'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**

Each supervisor shall receive the following holidays during each calendar year in accordance with NRS 236:

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.

In addition to the above Holidays, each supervisor 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.

If January 1, July 4, 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.

Note: When December 25<sup>th</sup> falls on a Saturday and it is observed on the Friday preceding, December 24<sup>th</sup>, the December 24<sup>th</sup> holiday will be observed on December 23<sup>rd</sup>.

- A. 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
- B. Holidays which fall on a supervisor's scheduled day off shall accrue. If a holiday falls on a leave day, annual or sick, that day shall be charged to the holiday leave bank. Accrual of Holiday hours shall be based on a ten (10) hour shift, 40-hour work week computation.
- C. When a supervisor 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.

- D. Supervisors may accrue a maximum 600 hours of holiday leave payable upon separation from the City. Each year any hours over the 600-hour level on the first pay period in July will be forfeited.

If a Supervisor submits for Holiday Leave with four (4) weeks or longer notice, the request shall be granted. If the request for Holiday leave is not submitted with less than four (4) weeks' notice the approval of the request shall be dependent on staffing levels.

- E. To maintain the efficient operation of the department, the Department Chief, the Director of Corrections, or his designee, shall determine who works on a holiday.

## **Section 2. ANNUAL LEAVE**

Annual leave is provided to supervisors 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 designee. If the City denies a leave request due to personnel limitations, and the supervisor is at the maximum accrual, or shall reach the maximum during the requested leave period, the City shall pay the supervisor 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 supervisors shall be commensurate with the wishes of the supervisor and consistent with the efficient operation of the City.
- 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 supervisors 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 upon ratification of this agreement for accrual and maximum allowable annual leave and shall be based on date of hire, or adjusted service date.

| <b><u>Length of Service</u></b> | <b><u>Accrued Hours/Year</u></b> | <b><u>Maximum-FY21 Leave Hours</u></b> |
|---------------------------------|----------------------------------|--|
| 0 - 120 Months                  | 120 hours                        | 400                                    |
| 121 - 240 Months                | 160 hours                        | 480                                    |
| 241 - & Over                    | 200 hours                        | 560                                    |

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

### **Section 3. SICK LEAVE**

All supervisors 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, Director of Corrections or a designee.

Supervisors may also be granted sick leave with pay for any illness or death of a family member of the supervisor or the supervisor'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 supervisors 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 supervisor 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. Supervisors with ten (10) years of City service whose original hire date is July 1, 2014 or later shall be compensated for fifty percent (50%) of the unused accumulation of sick leave with a maximum payout of 500 hours when they are permanently separated from City service.
- E. A supervisor 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 supervisor is

on sick leave is considered evidence of abuse of sick leave unless approved in writing by the Department Chief, Director of Corrections or his designee and is subject to discipline up to and including termination.

- G. A supervisor 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 supervisor's normal "worksite" will have preference over other assigned areas. The supervisor shall be paid eighty-five percent (85%) of the supervisor's current wages, for a period not to exceed 90 calendar days, providing no current employee is laid off as a result of such placement. The supervisor shall have the option of supplementing the remaining fifteen percent (15%) with accrued sick, holiday or annual leave.

#### **Section 4. Sick Leave Sell Back Hours**

The annual sick leave sell back program will be in accordance with current city policies.

#### **Section 5. Bereavement Leave**

A supervisor will be granted three (3) days as bereavement leave for a death of a supervisor's or spouse's immediate family member. An immediate family member 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 is non-accruable and not compensable if unused.

#### **Section 6. Leave of Absence**

- A. Paid leave - supervisors 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 supervisor's employment status is designated as a regular supervisor 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 - supervisors 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 leave of absence in thirty (30) day increments. Each incremental period shall be designated as guaranteed, unguaranteed, or denied as follows:



1. Guaranteed allows a supervisor to be absent for up to thirty (30) days on unpaid leave with a guarantee of their job on return.
2. Unguaranteed allows a supervisor 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 supervisor will not be allowed to return to his/her current position. In this case, the supervisor 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 purpose of:

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

### **Section 7. 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 and federal law, and be compensated in accordance with Nevada state and federal law. The 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 15 shifts per calendar year.
- C. Beginning on the 16th shift and for 15 shifts thereafter per calendar year the employee will be paid the difference between their base wage and military duty pay.

### **Section 8. Leave Pay Upon Separation**

Upon separation of employment all accrued leave shall be paid at the supervisor's premium wages, if the supervisor 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 supervisors with current

copies of Rules and Regulations, Policies and Procedures, Civil Service Ordinances, and other Department manuals which affect the supervisor.

## **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 shall appoint one (1) member from the bargaining unit to the City's Safety Committee.

### **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. POLICE SUPERVISORS' BILL OF RIGHTS**

### **Section 1. Name of Document**

This is known and may be cited as the Supervisors' Procedural Bill of Rights. Except as expressly modified or restricted by a specific provision of this agreement, all statutory provisions in NRS 289 (Supervisors Bill of Rights) are retained and exclusively vested.

### **Section 2. Persons Covered**

For purposes of this Bill of Rights, all supervisors are covered.

### **Section 3. Political Activity**

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

#### **Section 4. Investigation and Interrogation**

Any computations of time requirements set forth in this Article which refer to "working days" shall be computed on the basis of a four (4) day work week Monday through Thursday for the Corrections Department, excluding holidays. IAW Article 19, Section 1.

This section shall not apply to contact with a supervisor such as counseling, instruction or informal verbal or written admonishment, which is to be placed in the supervisor's administrative file. When, for any reason, any supervisor has been given written or verbal notice of an investigation or that he is subject to interrogation which could lead to disciplinary action, demotion, dismissal, transfer, or administrative charges, such investigations or interrogation shall be subject to the following conditions:

If the supervisor under interrogation is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

- A. No formal proceeding which has authority to penalize a supervisor may be brought except upon a signed complaint.
- B. The supervisor under investigation shall be informed of the nature of the investigation as soon as practical, but no longer than fourteen (14) calendar days after the complaint is signed. We agree that extenuating circumstances may prevail and the notification may be delayed. However, the Department and the City shall provide notice to the supervisor in accordance with NRS 289.060.
- C. Prior to an interrogation, the supervisor under investigation shall be informed of at a minimum: the identity and authority of the person conducting the investigation; the interrogating supervisors and all other persons to be present during the interrogation, as well as the name of the person making the accusation to the extent such disclosure is permitted by law. All rights guaranteed by NRS 289.060 and/or 289.080 shall apply.
- D. The notification memo that asks the person to schedule an appointment with the investigator will inform that person to have the Association representative make the appointment, if they want a representative. The appointment shall be made within seven (7) calendar days of receipt of said notice. The interrogation shall be conducted at a time when the supervisor is on duty, unless the seriousness of the investigation dictates otherwise. However, no administrative interview or interrogations, in which the Supervisor could receive punitive action, shall be conducted without, at least forty-eight (48) hours' notice. If the supervisor 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 supervisor 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 or would require travel which would extend beyond his assigned shift.

- E. 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 supervisor and his representative shall be allowed breaks to confer with his representative or counsel, if reasonable and requested by the supervisor. All rights guaranteed by NRS 289.060 and/or 289.080 shall apply.
- F. The supervisor 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 supervisor under investigation to visits by the press or news media nor release the supervisor's home address or photograph to the press or news media without his express consent.
- G. The complete interrogation of a supervisor 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 supervisor to review in the presence of one of the interrogating supervisors. The supervisor 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 supervisor shall be provided a copy. If no transcription is made, the cost to transcribe shall be borne by the supervisor. The supervisor shall also have right to bring his own recorder and record any and all aspects of the interrogation.
- H. When an investigation is deemed completed the Department Chief, Director of Corrections or his designee will set a date for a pre-disciplinary hearing, which will afford the affected supervisor an opportunity to present a statement and any exculpatory and/or mitigating evidence. Following the pre-disciplinary hearing, the Department Chief, Corrections Director or his designee has fourteen (14) calendar days to impose discipline against the supervisor. Upon mutual agreement between the supervisor, his PSA representative and the Department Chief or Director of Corrections, the date of imposition of discipline may be extended.
- I. Any investigation conducted upon a supervisor will be done in accordance with the provisions of NRS 289 and the collective bargaining agreement.
- J. If the supervisor under interrogation is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

## **Section 5. Exercise of Constitutional Rights**

No supervisor 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 supervisor's personnel file or other place of record unless the supervisor has been afforded an opportunity to read and sign the comments. Should the supervisor refuse to sign the comments after reading them, a witness shall document that the supervisor 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 (see NRS 289.040).

#### **Section 7. Written Response**

A supervisor 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 supervisor, such supervisor 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.

Every thirty (30) calendar days after any formal complaint is received against a supervisor, he shall be notified in writing by the Department Chief or Director of Corrections or his designee of the status of the complaint.

#### **Section 9. Polygraph Examination**

The provisions of N.R.S. Chapter 289.070, 289.050 will be followed in reference to polygraph examinations and any other truth verification devices.

#### **Section 10. Disclosure**

For the purposes of job assignment or other personnel actions, a supervisor 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 supervisor to a special unit in which there is a strong possibility that bribes or other improper inducements may be offered.

## **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. Any computations of time requirements set forth in this Article, which refer to "working days" shall be computed on the basis of eighty (80) hours worked biweekly for the Corrections Department, excluding holidays in accordance with Article 19, Section 1.
- D. 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.
- E. A grievance may be advanced to any step in the grievance and arbitration procedure if the parties jointly so agree.
- F. The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all supervisors 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.
- G. If an 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. To file a grievance, the employee has fourteen (14) calendar days from the date of the incident, or fourteen (14) calendar days from the time the employee had reason to know the circumstances giving rise to the grievance. If the subject matter is not resolved as set forth in this section, the supervisor may proceed to Section 3.

### **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 fourteen (14) calendar days of date of the incident or when 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, within fourteen (14) calendar days, present the signed grievance to the Department Chief or Director of Corrections.

**Step 2.** The Department Chief or Director of Corrections shall have fourteen (14) calendar days to make a written response to the grievance. Failure on the part of the Department Chief or Director of Corrections 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 Department Chief's or Director of Corrections' response, or lack of response, the Association shall submit the grievance to the Director of Human Resources stating the reasons why the Department Chief's reply was not acceptable.

**Step 4.** Within fourteen (14) calendar days after receipt of the grievance, the Director of Human Resources 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 City Manager or designee and the Association, the Association shall have the right to submit the matter to arbitration. The Association must notify the City Manager of its decision in writing within fourteen (14) calendar days from the date of the decision by the City Manager or designee, or within fourteen (14) calendar days from the expiration of the period for the City Manager's or designee's response, 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. 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. The arbitration shall be conducted under the rules of Federal Mediation and Conciliation Service.

**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. 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 other compensation which the employee earned while the employee was 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**

This Agreement shall become effective upon the signing of the agreement by both parties and continue in full force and effect through June 30, 2021; however, if the parties hereto do not arrive at a new Agreement before July 1, 2021, to the extent permitted by NRS 288.155(b)(2), 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

By \_\_\_\_\_  
John J. Lee, Mayor

ATTEST:

By \_\_\_\_\_  
Catherine A. Raynor, MMC, City Clerk

NORTH LAS VEGAS POLICE  
SUPERVISORS ASSOCIATION

By \_\_\_\_\_  
Christopher Cannon, President

APPROVED AS TO FORM:

By \_\_\_\_\_  
Micaela Moore, City Attorney

## **WAGE APPENDIX**

Effective July 1, 2019 the Annual Base Wage Rate System shall be implemented as follows:

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

|     | Step 1      | Step 2      | Step 3      | Step 4      | Step 5       | Step 6       | Step 7       | Step 8       | Step 9       | Step 10      |
|-----|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 46P | \$73,999.95 | \$77,256    | \$80,655.26 | \$84,204.10 | \$87,909.08  | \$91,777.08  | \$95,815.27  | \$100,031.14 | \$104,432.51 | \$109,027.54 |
| 47P | \$86,000    | \$89,964.60 | \$94,111.97 | \$98,450.53 | \$102,989.10 | \$107,736.90 | \$112,703.57 | \$117,899.20 | \$123,334.36 | \$129,020.07 |

Employees promoted to 46P after July 1, 2019 will enter the grade scale at a minimum of 12% above their previous base wage. If this places an employee in between pay steps, the employee's pay will be increased to the next step in the grade system.

Employees promoted to 47P after July 1, 2019 will enter the grade scale at a minimum of 12% above their previous base wage. If this places an employee in between pay steps, the employee's pay will be increased to the next step in the grade system.