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Title: **City of Las Vegas and Las Vegas City Employees' Association, Inc. (LVCEA), (2002) (MOA)**

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**AN AGREEMENT BETWEEN  
THE CITY OF LAS VEGAS, NEVADA  
AND THE  
LAS VEGAS CITY EMPLOYEES' ASSOCIATION, INC.**

**PREAMBLE**

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

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

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

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

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

NOW, THEREFORE, the parties do agree as follows:

## **ARTICLE 1 - RECOGNITION**

(A) Pursuant to the provisions of the Local Government Employee Management Relations Act, NRS Chapter 288 inclusive, the City of Las Vegas, Nevada, hereinafter referred to as "City," recognizes the Las Vegas City Employees' Association, Inc., hereinafter referred to as the "Association," as the exclusive representative of the eligible City employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the City employees in the hereinafter-described bargaining units.

## **ARTICLE 2 - SCOPE OF AGREEMENT**

### **(A) Bargaining Units**

1. The term "employee" as used in this Agreement applies to all Civil Service classified personnel in the work force of the City, excluding: Administrative employees, Confidential employees, employees in other recognized bargaining units, and temporary employees.

The classification titles for both bargaining units shall be paid in the salary grades identified in this Agreement.

2. Persons in the classifications shown in Attachment A are included within the Supervisory Bargaining Unit.

3. Persons in the classifications shown in Attachment B are included within the non-supervisory bargaining unit.

### **(B) New Classification Bargaining Unit Determination**

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

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

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

The Association shall notify the City, in writing, of any disagreement regarding a classification the Association believes belongs to the bargaining unit. The City and the Association shall meet and confer and attempt to resolve 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 disagreement still exists after thirty (30) 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.

(C) Changes in classification specifications

When there are changes in classification specifications covered by this Agreement, the Human Resources Department shall notify, meet discuss, and review with representatives of the Association regarding the recommended changes five (5) working days prior to the Civil Service Board meeting agenda being posted.

(D) New Classifications

When a new classification specification which is to be covered by this Agreement is proposed, the Human Resources Department shall notify, meet, discuss and review with representatives of the Association regarding the proposed new classification and provide a copy of the recommended specifications at least five (five) working days prior to the Civil Service Board meeting agenda being posted.

(E) Salary Grade Assignment and Reassignment

The City's compensation policy recognizes the value of both market data and internal equity in assigning classifications to grades. The methods to be used, and their order of priority, are:

- Market Data - Local government market data is preferred for assigning classifications to grades when available. If not sufficient, the Association will consider market data from the private sector or from outside the local area, provided the Association and the Human Resources Department agree that the jobs are comparable.
- Internal Equity - In conjunction with market data, internal equity will be used to assign classifications to grades. This may consist of comparing the classification under review with others in the same grade, with others in nearby grades, with others in the same or similar job series, and with others in the same reporting line (subordinates and supervisors/managers).

1. Initial Salary Grade Assignment

When a new classification is created, the Human Resources Department will make an initial recommendation of the proposed salary grade assignment in writing. The Human Resources Department will provide the Association a copy of the recommendations, discuss, and obtain written agreement from the Association representatives. The Association will have fifteen (15) working days from receipt of the notice to raise objections. If there are objections, the Association will notify the City of the dispute and give the City the salary grade proposed by the Association. The City and the Association shall meet and confer and attempt to resolve the disagreement within fifteen (15) working days. This discussion shall take place prior to the filing of any grievance and shall not, in any way, infringe on any right guaranteed to either party.

If disagreement still exists after fifteen (15) working days from the initial notification by the City, the Association may then appeal the determination of the City by filing a grievance at the City Manager level. If there is still a disagreement after the City Manager has issued a decision, either party may file a Notice of Arbitration and proceed to binding arbitration.

## 2. Salary Grade Assignments

During the term of this Agreement, either the City or the Association may request that a specific classification be reassigned to a new salary grade. Any such request must be accompanied by supporting market data and/or internal equity comparisons that demonstrate a specific need for the reassignment of the specific classification. There must be at least a five percent (5%) difference between the supporting data and the classification's current salary grade. The requesting party shall make an initial recommendation of the proposed new salary grade assignment and notify the other (responding) party of the proposal in writing. If there are objections raised within forty-five (45) working days, the responding party will notify the requesting party of the dispute and give the requesting party the salary grade proposed by the responding party. If there is an objection, the City and the Association shall meet and confer and attempt to resolve the disagreement within fifteen (15) working days. This discussion shall take place prior to the filing of any grievance and shall not, in any way, infringe on any right guaranteed to either party.

If disagreement still exists after fifteen (15) working days from the initial notification by the requesting party, the requesting party may then appeal the issue by filing a grievance at the City Manager level. If there is still a disagreement after the City Manager has issued a decision, either party may file a Notice of Arbitration and proceed to binding arbitration.

F) Within 36 months of approval and execution of this contract the City of Las Vegas and LVCEA will review all appointive and executive positions to determine the appropriate bargaining units.

### **ARTICLE 3 - DEFINITIONS**

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

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

(C) It is the continuing policy of the City and the Association that the provisions of this Agreement shall be applied to employees without regard to age, sex, race, color, religion, creed, handicap, veteran status or national origin.

(D) The following are definitions of terms used in this agreement.

1) Abuse of Sick Leave: The use of sick leave for purposes other than the legitimate uses of sick leave as identified in Article 11 - Sick Leave, of this contract.

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

3) Alternate Work Schedules (AWS): Shift hours that are permanent in nature and other than that of an 8-hour/5 day per week work schedule.

4) Arbitrator: An impartial third party chosen in accordance with the provisions of this contract.

5) Base Salary: Remuneration received by the employee in accordance with the rates specified on the salary schedule established by this contract.

6) Bereavement Leave: Leave may be granted to employees who are required to absent themselves from work to attend to matters related to an impending or subsequent death and/or funeral of a member of their immediate family. Sick or annual leave may be granted for a maximum of five (5) days per occurrence. In extraordinary circumstances, additional leave may be granted by the Department Head or designee. The City may require documentation to substantiate leave request, and may limit the number of days off per year under this category. Leave under this provision will not be unreasonably denied.

7) Call-Out: When an employee returns to work on assignment during off-duty hours after the employee has left the normal duty location.

8) Classification: Positions which have essentially similar duties and responsibilities, are allocated to the same salary grade by this contract, and are designated by the same title.

9) Classification Specifications: A written description of the work required of positions in the classification that includes the classification title, definition, distinguishing characteristics, supervision received and exercised, essential and marginal function statements, qualifications, and working conditions. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position.

10) Confidential Employee: An employee who is privy to decisions of management affecting employee relations, including all employees of the Human Resources Department or

its equivalent. Confidential employees have all the benefits of this contract. Confidential employees who work in positions which involve sensitive labor relations matters cannot be represented by the Association when taking action under the grievance procedure and disciplinary action articles.

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

Training or retraining may be used as a means of improving employee productivity and effectiveness through positive and constructive methods. In the event it is determined that personalized training is needed to correct a specific deficiency, such training may be required, and will be provided by the City during work hours at City expense. Written prior notice will be given to the Association whenever such training is required.

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

13) Emergency Annual Leave: Leave that may be granted after a request for immediate annual leave that, by the nature of the condition prompting the request, could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy. This may not be a subject of discipline unless the City of Las Vegas can prove a pattern of abuse.

14) Excessive Absenteeism: Absenteeism is considered excessive when an employee demonstrates one or more of the following:

a) Repeated use of unscheduled sick or annual leave in association with holidays or regular days off or other patterns of unscheduled sick or annual leave.

b) Chronic, repetitive and defiant use of sick leave without producing medical verification/documentation as described in Article 11.

c) Use of Leave without pay as a result of no available paid leave caused by a) or b) above.

Use of approved FMLA Leave shall not be grounds for disciplinary action.

15) Extensive Sick Leave: Extensive shall mean in excess of eight (8) incidents of sick leave usage in the preceding twelve (12) month period. Extensive sick leave may not constitute "abuse of sick leave".

16) Family Leave: Leave taken under the auspices of the Family Medical Leave Act of 1993. (FMLA) See Article 17

17) Funeral Leave: Leave granted to an employee to attend a funeral.

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

19) Group Reclassification: The movement of all employees in the same classification to another single classification, or to another classification broken out into specialty areas. When this occurs, Civil Service testing is not required. Seniority will include all time spent in both classifications.

20) Holiday: A day set aside for the special observance of a memorable event or occasion as identified in the Holiday Article of this contract.

21) Hourly Employee: Persons not subject to the City of Las Vegas Civil Service Rules who serve at the pleasure of their appointing authority, and whose base hourly pay

constitutes their entire compensation. Hourly employees are limited to one thousand five hundred sixty (1,560) hours of work in any eighteen (18) month period. This 1,560-hour and 18-month limit does not apply to student interns.

22) Immediate Family: An employee's spouse, child, father, mother brother, sister, step or foster child, father-in-law, and mother-in-law are considered to be members of the immediate family as are all other relationships within the third degree of consanguinity including "step" and "in-law" relationships.

23) Incident of Use (Sick Leave): Any period of continuous absence for the same reason, or the use of sick leave for an individual condition that requires repeated treatment. Use of sick leave for bereavement leave or a scheduled medical/dental/vision or other mental or physical rehabilitation appointments shall not constitute an incident of sick leave.

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

25) Just Cause: A factual and documented reason cited by the City that is used to issue disciplinary action. Just cause is defined Article Thirteen (13), Discipline of this contract.

26) Maternity Leave: Leave granted female employees for the purpose of caring for their newly born or adopted children in accordance with State and Federal statutory requirements.

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

28) Normal Work Day: The hours normally required for an employee to work any one day or one shift pursuant to the terms of this contract and in accordance with the provisions of

Article 23 Hours. Specific work hours for each day and for each employee will be defined in each AWS (Alternate Work Schedule) where applicable.

29) Normal Work Week: An employee's normal workweek will be forty (40) hours.

30) Overfill: A temporary budget process whereby a department places an employee into a position that has a lower classification than that at which the employee will be performing and compensated.

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

32) Paternity Leave: Leave granted male employees for the purposes of caring for newly born or newly adopted children in accordance with State and Federal statutory requirements.

33) Part Time Classified Employee: Employees who are hired from an eligible list to work in a classified position who work less than forty (40) hours per week or less than sixty (60) hours in a bi-weekly pay period that receive the normal contract benefits on a prorated basis.

34) Probationary Employee (Initial Hire): An employee who has not completed the initial six-month probationary period of employment and whose permanent appointment has not been confirmed by written notification from the Department. If at the end of the probationary period the employee has not been notified, he/she will automatically be confirmed. Any leave in excess of thirty (30) consecutive calendar days will not be credited for purposes of completion of probationary period. Probationary employees may not appeal separation from City employment for performance or disciplinary reasons through the grievance procedure of this contract.

35) Qualifying Period: A permanent classified employee promoted to a non-temporary classified position in the City of Las Vegas may be required to serve a qualifying period of six (6) months prior to confirmation of the appointment. If at the end of the qualifying period the employee has not been notified of non-confirmation or does not elect to return to the employee's previous position and status, the employee shall be considered confirmed in the new position and classification. Written notice will be given to the employee of his/her confirmation.

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

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

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

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

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

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

42) Salary Schedule: The step, grade, and range structure for allocation of classifications as established by this contract.

43) Salary Step: An increment within a salary grade, which designates a specific pay rate as shown on the appropriate salary schedule.

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

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

46) Step Increase: A minimum base pay increase of one step annually awarded because of acceptable job performance.

47) Student Intern: Hourly employees hired for less than 1,352 hours per year for a maximum of four years who are currently enrolled in an accredited college or university with a declared major in Public Administration, Political Science, Computer Science, Business, Finance, Accounting, Architecture, or Engineering and are participating in an established training program at the City. Student interns must maintain at least a 2.5 G.P.A. at their school, be actively enrolled in classes (with a minimum of twelve (12) credits per semester) and be in an undergraduate status.

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

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

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

51) TILO (Time in Lieu of): The accrual of paid time off at time and one-half, due an employee in exchange for time worked in excess of the employee's normal work week. Refer to Article 23, Hours.

52) Transfer: The formal movement of an employee or a position from one department to another department without any change to the classification of the position. Transfers will not be used as a disciplinary action. Employee positions will not be transferred from one bargaining unit to another.

53) Underfill: A temporary budget process whereby a department places an employee into a position that has a lower classification than that has a lower classification than that at which the employee will be performing and compensated.

54) Y-Rated: A employee is "Y-rated" when his or her current base salary is above their current salary grade range. The employees will not receive a cost of living raises until his/her salary falls within the appropriate salary grade range.

#### **ARTICLE 4 - CHECK OFF**

- (A) The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the employee as Association dues and is so certified by the Treasurer of the Association. The Association will certify to the City Human Resources Department, in writing, the current rate of membership dues. The City will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- (B) Such funds shall be remitted by the City to the Treasurer of the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the month of August by the employee giving two (2) pay periods written notice to the City and the Association or upon termination of employment.
- (C) The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- (D) The City will not be required to honor any biweekly deduction authorizations that are delivered to the City Payroll Department after the beginning of the pay period during which the deductions should start.
- (E) If an employee-member transfers from one City department to another, he/she shall be continued on the dues deduction roles.

## **ARTICLE 5 - EMPLOYEE AND ASSOCIATION RIGHTS**

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

(B) The Association may designate employees to serve as Association representatives. The Association shall designate the jurisdictional area for each representative. The Association shall also designate five (5) members to be At Large Representatives. The Association shall notify the City, in writing, of the names of the representatives and their respective jurisdictional area by the effective date of any such designation. The City shall not be required to recognize the designation of a representative until three (3) working days after the receipt of the designation from the Association President. No more than one (1) representative and an alternate representative may be from the same City division unless the division has more than fifty (50) employees, in which case two (2) representatives and two (2) alternates may be designated.

(C) Each Association representative shall be allowed to serve in his/her capacity of representative. Each representative may participate in any of the duties arising within his/her jurisdictional area, those duties being defined as:

1. The investigation of a bargaining unit member's grievance;

2. Representation of a member/grievant at any step of the grievance procedure established in Article 12 of this contract;

3. Consultation with duly accredited representatives of the Association who are not employees of the City.

4. Dispute and conflict resolution. Representatives may be allowed to investigate possible conflicts and ways to resolve them. HR representatives shall be notified of these investigations prior to commencement.

(D) All representatives shall notify their Division Manager or designee prior to the time they wish to conduct appropriate business. Representatives shall be allowed time with pay for the time requested unless operational demands preclude permission to leave the work location being granted. Use of representative time off with pay, as provided herein, shall not be abused by the employee, and use of said time will not be unreasonably withheld by the Division Manager or designee.

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

(F) Whenever conditions permit, Association officials may be granted leave from duty, with pay, for any reasonable and just cause as may be determined and granted by the City Manager. Approval for such leave by the City Manager shall not unreasonably be denied.

(G) Seven (7) members of the Association Negotiating Team shall be granted leave from duty with full pay, when reasonable, for all meetings between the City and the Association for the purpose of renegotiating the terms of this contract. When such meetings take place at a time

during which such members are scheduled to be on duty, Negotiating Team members shall notify their Division Manager or designee prior to the beginning of that scheduled shift, if possible.

(H) The City shall have available at each work site, in an open and easily accessible place, copies of all Civil Service Rules, Personnel Policies Manual, Departmental Rules, Regulations and Policies that affect employees' employment with the City. Employees shall be allowed to review and read these documents without making any special request. Employees shall be given copies of any pertinent portions of such rules, regulations and policies as they may request. Five (5) copies of such rules, regulations and policies shall also be sent to the Association. At least fourteen (14) calendar days prior to implementation, five (5) copies of proposed new or revised rules, regulations, and policies shall be delivered to the Association. The Association President, or designee, may request a meeting with the appropriate Department Head or Division Manager(s) and a Human Resources representative to discuss the proposed new rule or revised rules, regulations, and policies. Any disputes about the new rule or revised rules, regulations or policies shall be referred to the City Manager or designee for resolution. All new or revised rules, regulations or policies shall have the personal approval of the City Manager or the Deputy City Manager prior to implementation. In the event of an emergency, new or revised rules, regulations or policies may be implemented immediately. All "emergency" new or revised rules, regulations or policies shall still be subject to the review process.

(I) Informational Lists:

The City shall provide to the Association, on a monthly basis, the following information in hard copy and/or acceptable electronic format:

1. New Hires by name, classification, and department. This list shall include the home addresses of Association eligible employees.

2. Alphabetical listing of City employees by name, which will also show classification, social security number, department, and division for employee.

3. Promotion, Separation, Transfer - all employees by name, classification, department and division. The list shall show the from and to classification in the case of promotions and the from and to department/division in the case of separations and transfers.

4. A copy of the underfill/overfill report for current city employees that includes at least the employee's name, position title, department, and division.

5. List of all positions controlled or administered by the City and their status including, but not exclusive to vacant, appointed, executive, temporary, part time, and hourly positions.

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

In addition, the City shall have available for the President of the Association and the Association Civil Service Board Representative complete annotated Civil Service Board agendas at least four (4) working days before the start of any scheduled Civil Service Board meeting. A copy of the annotated agenda will be sent to the Association at the same time and in the same manner as it is provided to the Civil Service Board Members.

(J) Position and Training Posting - All vacant positions and City sponsored and paid training opportunities in the City shall be posted on bulletin boards throughout the City and provided to the Association at the same time as distributed to any City Departments/Divisions that all interested employees shall have an opportunity to compete for and/or apply for the position or training.

## **ARTICLE 6 - BULLETIN BOARDS - MEETING ROOMS**

(A) It is the right of the Association to exclusively use a 2' X 3' rectangular space provided on the existing bulletin boards for the posting of notices concerning Association business of a reasonable and judicious nature. A copy of all material to be posted will be sent to the City Manager and/or his representative when posted. The City will consult with the Association on the placement of said bulletin boards to ensure that a bulletin board is available to the Association in all areas.

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

## **ARTICLE 7 - STRIKES**

(A) The Association agrees that there shall be no strikes against the City under any circumstances and that all City employees shall continue work under all circumstances.

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

## **ARTICLE 8 - CITY MANAGEMENT RIGHTS**

(A) The City and the Association agree that the Management Officials of the City possess the sole right to operate the City and that all management rights remain with those officials except as modified by the terms of this agreement. These rights include:

- (1) The right to hire, direct or transfer employees, except when such assignment or transfer is done for disciplinary purposes.
- (2) The right to reduce in force or lay off any employee because of lack of work or lack of funds.
- (3) The right to determine appropriate staffing levels and work performance standards, except for safety considerations.
- (4) The right to determine quality and quantity of services to be offered to the public and the means and methods of offering those services.
- (5) The right to determine the content of the workday including, without limitation, workload factors, except for safety considerations.
- (6) The right to take whatever action may be necessary to carry on its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of this collective bargaining agreement for the duration of the emergency.
- (7) The City has the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its employees.
- (8) The City shall have such other exclusive rights as may be determined by NRS 288.150.

## ARTICLE 9 - HOLIDAYS

(A) The City and the Association agree that the legal holidays shall be:

New Year's Day	Nevada Day
Martin Luther King's Birthday (Third Monday in January )	Veteran's Day
	Thanksgiving Day
President's Day	Family Day (Day After Thanksgiving)
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	

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

(C) If any of the above holidays fall on Sunday, the following Monday shall be considered the legal holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday. Where departments have employees in positions that are manned on a continuous basis, such a department, or sections thereof, may elect to observe Saturday or Sunday holidays on the Saturday or Sunday upon which the holiday occurs. Such election shall take place prior to the holiday and shall not conflict with any legally mandated service or law enforcement requirements. The election shall take place on or about August 1 of any year by the employees signing a petition addressed to the Department Head that they would

like such a change. A simple majority of the affected employees signing the petition shall cause the change to be effective, which will then be in effect until reversed by a similar petition process. The reversal petition cannot become effective until after one (1) calendar year from the date of the first petition.

(D) All full-time employees who are in positions that are manned on a forty 40-hour week, Monday through Friday basis, shall be entitled to time off on such legal holidays with full pay for their normal work day. Employees who work or are called back to work on a holiday shall be paid for their normal workday, in addition to holiday overtime, at an hourly rate equal to one and one-half times their normal hourly rate, plus longevity, for all hours worked.

(E) Employees in positions which are manned on an extended work week (the Department, Section, or Division is open, or the work is scheduled more than forty (40) hours per week) or who work a schedule other than Monday through Friday shall, when scheduling permits, be entitled to time off on such legal holidays with full pay for their normal work day. Employees who work on a legal holiday as part of their regular work schedule shall receive holiday overtime for the holiday(s) on a time and one-half basis at their normal hourly rate, plus longevity, for all hours in addition to their regular full pay. Employees in positions which are manned on an extended work week whose regularly scheduled day off falls on a legal holiday shall have the day off and shall receive holiday compensation for the number of hours in their normal work day at a rate equal to one and one half (1½) times their normal hourly rate, plus longevity, for such holiday. Any employee, when scheduling permits, may choose or be required by their supervisor to take an additional day off within the same pay period in lieu of the holiday compensation as long as the day is in conjunction with their regular day off or employee may be credited with equal time to their vacation balance to be used at a later time. This would also apply to employees on Alternate Work Schedules.

(F) All full-time employees, in order to be entitled to a legal holiday as provided, shall be on pay status on their scheduled workday immediately preceding and immediately following such holiday.

(G) Employees shall be credited with their Birthday Holiday at the beginning of the pay period in which their birthday occurs. Employees who use their Birthday Holiday on their birthday or on the day before or after their birthday (if their birthday falls on a regularly scheduled day off) shall not be denied their birthday off. The Birthday Holiday must be used within the following twelve (12) months or the employee shall automatically be paid the equivalent amount for one full eight (8) hour shift at the employees' regular compensable rate of pay. Employees may choose to use their "Employee Birthday" holiday at some other time of the year.. However, supervisors may limit the number of employees taking any particular day as their Birthday Holiday because of the needs of the City.

(H) Employees on an alternate work schedule (AWS) whose regular day off falls on a designated holiday may be given an additional day off with pay during the same period in lieu of any additional compensation. The additional day off shall be scheduled on either the day before or the day after the employee's regularly scheduled day off unless a different day is requested by the employee and agreed to by the appropriate supervisor.

## **ARTICLE 10 - ANNUAL LEAVE**

(A) The City and the Association agree that annual leave is provided to employees for purposes of rest and relaxation from their duties and for attending to personal business. Absences not specifically covered by the provisions of this agreement may be chargeable to annual leave to the extent that annual leave has been accrued or advanced. Employees shall be eligible to take annual leave after six (6) months (thirteen (13) complete pay periods) continuous full-time service.

### **(B) Accumulation of Annual Leave**

1. Annual leave shall accrue from the date of entry on duty to all employees, except those employed on a temporary appointment basis. Part-time employees employed on an indefinite basis are eligible for annual leave on a prorated basis. Employees who are in a non-pay status for part of a pay period shall have their annual leave accumulation reduced on a prorated basis.
2. Employees who are on pay status for eighty (80) hours within the pay period shall accrue annual leave in an amount equal to:
  - a. Three and seventy seven thousandths (3.077) hours biweekly for the first month through the twenty-fourth (24<sup>th</sup>) month. (10 DAYS)
  - b. Four and six hundred fifteen thousandths (4.615) hours bi-weekly for the twenty-fifth (25<sup>th</sup>) month through the eighty- third (83<sup>rd</sup>) month. (15 DAYS)
  - c. Four and nine two hundred (4.92) hours biweekly for the eighty fourth (84<sup>th</sup>) through the one hundred twentieth (120<sup>th</sup>) month. (16 DAYS)
  - d. Six and nine hundred twenty three thousandths (6.923) hours bi-weekly for the one hundred twenty-first (121<sup>st</sup>) month through the one hundred eightieth (180<sup>th</sup>) month. (22.5 DAYS)

- e. Seven and six hundred ninety two thousandths (7.692) hours bi-weekly for each month after the one hundred eighty-first (181st) month. (25 DAYS)

Months of Service	Annual Leave Accrual Rate	Days Per Year based on an 8 hour shift	Maximum Accrual of Annual Leave based on an 8 hour shift
1-24	3.077	10	25 days (200 hours)
25-83	4.615	15	37.5 days (300 hours)
84-120	4.92	16	40 days (320 hours)
121-180	6.923	22.5	56.25 days (450 hours)
181-240	7.692	25	62.5 days (500 hours)

(C) Annual leave may be accumulated up to a maximum of two and one-half (2½) times the employee's annual accrual. At the end of the calendar year, any annual leave which exceeds the allowed maximum shall be forfeited on December 31st of each year, unless the employee was not allowed to take or complete a vacation as scheduled or rescheduled during the last sixty (60) days of the year. Employees who were so affected shall be paid at their full salary, plus longevity, for all vacation hours they are required to forfeit as a result of a scheduled vacation being canceled. All vacation hours that would be forfeited shall automatically be transferred to the catastrophic leave fund.

(D) Employees with more than six (6) months service, who are separated from the City's employment are entitled to payment for unused annual leave not previously forfeited. In the event of death, payment for accrued annual leave, after six (6) months service, will be made to the beneficiary(ies) designated by the employee on the latest Designation of Beneficiary form in the Human Resources Department employee's personnel file.

(E) Application for annual leave must be approved in advance of taking leave on the appropriate annual leave form in accordance with departmental rules. Vacation scheduling

guidelines may be established on a department or division basis and included in the department/division work rules. Emergency Annual Leave must be approved in accordance with departmental reporting rules. Employees must not be denied the opportunity to use their annual leave without just and reasonable cause.

(F) Upon approval by the City Manager, an employee may be advanced annual leave. An employee who has taken advance annual leave beyond that accrued at the time of separation shall make restitution for such leave, either by deduction from any amount owed the employee in a final paycheck by the City or by cash refund.

(G) Employees may elect to exchange up to sixty hours (60 hours or less) annual leave for up to sixty (60) hours salary plus longevity, subject to the following conditions:

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

## **ARTICLE 11 - SICK LEAVE**

### **PART I - USE OF SICK LEAVE**

(A) Sick leave with pay may be used to the extent to what has been accrued or advanced by employees who:

1. Are incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or
2. Are required to absent themselves from work to attend a funeral of a member of their immediate family as identified in Article 17 (I) and (J); or
3. Are required to absent themselves from work to personally care for a member of their immediate family. To be granted sick leave with pay in such cases requires explanation of sick leave on the leave slip. Such leave is limited to a maximum of seven (7) days per year, unless otherwise authorized by the Department Head or his designee or the leave is authorized FMLA leave. Such requests shall not be unreasonably denied.
4. Are required to take time off from work for the purpose of keeping a personal medical, vision, or dental appointment. Such leave shall be limited to a maximum of a full shift for any one appointment. A request for additional time must be submitted to and approved by the Department Head or designee prior to the use of the sick leave, if possible.
5. No employees shall be entitled to sick leave while absent from duty because of a disability arising from an injury purposely self-inflicted or caused by willful misconduct.

(B) Time off for the personal care of a member of their immediate family which has not been authorized by the Department Head or designee, as above provided, may be charged to annual leave, if available, at the employee's option.

(C) Employees who become ill prior to the start of the workday shall call in as required by their departmental work rules or City Policy. An employee incapacitated beyond the period covered by sick leave may be granted leave without pay by the Department Head. On the approval of the City Manager, an advance of additional sick leave with full or partial pay may be granted. Employees may use accumulated annual leave or TILO, in lieu of sick leave when sick leave is unavailable.

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

1. Sick Leave Request: Employees are required to file and sign a sick leave request consistent with degree of documentation allowable under existing federal law as evidence that the reason for the employee's absence was a legitimate use of sick leave as outlined above. Sick Leave requests shall be approved by the Department Director or designee through normal time reporting procedures.

2. Certificate of Recovery and Fitness: If an employee is requested to do so by the Department Head or his designee, a Certificate of Recovery and Fitness shall be submitted by the employee upon return to work from any illness that required the use of sick leave for five (5) or more consecutive scheduled working days. Such certificate shall be signed by a physician and shall state that the employee is capable of returning to work. The Department Head or designee may require that an employee submit a Certificate of Recovery and Fitness because of extensive use of sick leave. The

employee will be notified in writing in advance when a Certificate of Recovery will be required. "Extensive" shall mean in excess of eight (8) incidents of sick leave usage in the preceding 12-month period. **Incident of Use (Sick Leave): Any period of continuous absence or intermittent for the same reason, or the use of sick leave for an individual condition that requires repeated treatment.** Use of sick leave for funeral attendance or a scheduled medical, vision, or dental appointment or for the care of immediate family members shall not constitute an incident of sick leave. A Certificate of Recovery and Fitness may also be required after an employee has used six (6) incidents of sick leave in conjunction with holidays and/or regular days off in the preceding twelve (12) month period. **Patterns of use of leave; patterns of use of leave in conjunction with holidays and/or employees' regular day off; failure to provide appropriate documentation to substantiate leave when required and in accordance with this article and use of sick leave beyond that accrued by the employee may be considered abuse of sick leave and grounds for disciplinary actions.**

3. Justification regarding care of immediate family member: The Department Head or designee may require that an employee state the need for the employee's absence for the personal care of a member of their immediate family.

(E) While on sick leave, an employee will normally be at a residence for the purpose of recuperating, at a medical facility, or at a facility purchasing personal items and/or medications. Employees on extended sick leave are responsible for notifying the Department Director or designee of their primary location and of their expected date of return to work. An extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing

special treatment, recovery from a disabling illness or injury or other recognized use of sick leave for more than five (5) workdays.

(F) If there is reasonable cause for the City to believe that an employee is abusing sick leave, the City may require that the employee produce appropriate documents to justify the employee's absence, such as evidence of having consulted a physician, a certificate from a treating physician, or the production of appropriate medical records to be made available to a City designated physician for review. Supervisors may not discipline an employee in the absence of evidence that the employee is abusing sick leave. The use of sick leave shall not be a basis for downgrading an employee's performance evaluation in the absence of an actual determination that the employee's use of sick leave has, in fact, been abusive.

## PART II - EARNING AND PAY OFF OF SICK LEAVE

(A) The City and the Association agree that all full-time employees shall accrue four (4) hours of sick leave bi-weekly. Employees who are in a non-pay status for part of a pay period shall have their sick leave accumulation reduced on a prorated basis. There shall be no limit to the amount of sick leave that can be accumulated. Employees shall be paid their current hourly rate, plus longevity, if applicable, for each hour of sick leave used.

(B) For the purposes of calculating payment of sick leave hours, employees will have a cap (maximum payoff) of 840 hours.

(C) Employee shall receive payment for one-half the amount of unused sick leave accrued upon separation from City employment after five (5) years of continuous full-time service; however, in no event shall an employee be paid for more than 840 sick leave hours.

Payment shall be computed as follows unless specified otherwise in these provisions:

One-half of the employee's current accumulated sick leave hours paid at their current hourly rate, plus longevity, if applicable, for each hour of sick leave computed for payment.

(E) Employees with 20 years or more employment with the City, upon separation, will be paid at a one hundred percent (100%) rate for those sick leave hours accumulated up to their 840-hour cap. The payment will be at the hourly rate at time of separation.

(F) In the event of death or as a result of a disability resulting in mandatory separation from City employment, an employee shall be paid for all sick leave hours accumulated at the employee's current hourly rate, plus longevity, at time of separation to a maximum of 840 hours. In the event of death, the sum will be paid to the beneficiary(ies) designated by the employee.

(G) Sick leave will be charged to the individual employee's accounts on a first in, first out (FIFO) accounting system.

(H) On the first payday of December of each year, the City shall "buy back" one-half of all sick leave hours accrued above the 840 hour maximum payoff limit during that calendar year by said employees. The one-half sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "bank" and part of the total sick leave accrual of the employee, but shall not be eligible for pay-off at any time, including at separation. Sick leave "bank" hours shall be used only upon exhaustion of all other sick leave hours.

(I) Employees who have taken no more than thirty-two (32) hours of sick leave during the 12-month periods listed below shall receive a three hundred and fifty (\$350) cash incentive or one bonus annual leave shift day off to be credited to the employee's annual leave accrued at the employee's option. Sick leave used for the purpose of bereavement or for FMLA leave will not count toward the thirty-two (32) hours identified above.

<b>START DATE</b>	<b>END DATE</b>
<b><u>Start of business</u></b>	<b><u>Close of business</u></b>
06/22/02	06/21/03
06/22/03	06/19/04
06/20/04	06/18/05
06/19/05	06/17/06

Employees who choose the bonus shift day and not the cash bonus will receive the following hours added to their annual leave accrual.

Employees working a five day, forty hour week (designated 5/40) will receive a sick leave bonus of 8 hours of annual leave added to their accrual.

Employees working a four day, forty hour week (designated 4/10) will receive a sick leave bonus of 10 hours of annual leave added to their accrual.

Employees working a nine-day bi-weekly schedule (designated 9/80) shall receive a sick leave bonus of 9 hours of annual leave added to their accrual.

Employees working alternating 12 hour and 8 hour shifts (designated 12/8) will receive a sick leave bonus of 10 hours of annual leave added to their accrual.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **(A) GRIEVANCE DEFINED**

A grievance shall be defined as a dispute or disagreement raised by an employee or by the Association on the membership's behalf against the City regarding the application or interpretation of a specific provision of this collective bargaining agreement or violation of an established City rule or regulation that has been approved by the City Manager or designee. Disciplinary actions, resulting in a written reprimand or a suspension of forty (40) hours or less, are appealable through the grievance procedure provided herein and shall start at the first step of the grievance procedure within fourteen (14) calendar days of notification of disciplinary action. Alleged contract violations or disciplinary actions resulting in a suspension of over forty (40) hours, or more serious disciplinary actions, are appealable through the grievance procedures provided herein and shall start at the third step of the grievance procedure within fourteen (14) calendar days of notification of the disciplinary action, or employee's knowledge of the occurrence giving rise to the grievance. Oral reprimands or warnings are not appealable through this procedure. Written reprimands may only be appealed through Step 3 of the procedure and are not subject to arbitration.

The parties agree to make a concerted effort to resolve grievance, as defined above within the timelines specified with in the contract. Timelines may be extended when agreed upon by written agreement of both parties. The Association and Human Resources may meet in an attempt to resolve issues prior to resorting to the formal grievance process defined herein. The Director of Human Resources may answer grievances filed with the Department Director (step two) or Deputy City Manager (step three). The grievance report form will acknowledge

that the grievance was answered by the Director of Human Resources with the concurrence of the appropriate Department Director and/or Deputy City Manager.

The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Whenever Civil Service Rules are contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement. Civil Service Rules will apply in circumstances where the agreement is silent. Alleged violations of Civil Service Rules which are not covered by the terms of this Agreement may only be appealable through the Civil Service Rules. Federal and State statutory provisions and the enforcement and propriety thereof are matters of law and/or public policy and are not subject to the grievance procedure hereinafter set forth.

The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge any probationary employee as long as the action is consistent with applicable state and federal law. Further, it is expressly agreed that this grievance procedure is not applicable to actions taken for discharge and/or discipline on any employee who has not successfully completed an initial probationary period with the City.

#### (B) GRIEVANCE PROCEDURE

It shall be the right of any grievant to have the grievance reviewed as outlined in Paragraph A, starting at and then proceeding through the appropriate steps. Step 1 grievance can be discussed orally and shall not be filed in writing. All grievances filed at Step 2 or Step 3 shall be filed, in writing, on the attached LVCEA grievance form; shall be dated as of the date filed; and shall specify the collective bargaining provisions alleged to have been violated. Grievances, as herein defined, shall be processed in the following manner:

Step 1. (Informal) The grievance shall first be discussed with the grievant, the grievant's supervisor and the grievant's Division Manager within 15 working days of when the grievant became aware or should have become aware of the incident giving rise to the grievance. If a resolution can be reached by the parties, no further action will be taken. Any resolution agreed to at this step is subject to review by the City and the CEA and cannot be in violation of the provisions of this contract or other City Policies and Procedures.

Step 2. If the matter cannot be resolved at Step 1, the grievant shall reduce the grievance to writing and submit the grievance to Human Resources within 15 working days of when the matter was discussed at Step 1. The grievance shall be submitted to the Department Director for resolution. If the grievant requests that the grievance be presented to the Department Director, a meeting will be held with the grievant and his/her representative, a representative from Human Resources and the Department Director or designee within 15 working days of when the grievance was submitted to Human Resources. The Department Director will respond to the grievance within 15 working days of the conclusion of the Step 2 meetings.

Step 3. If the matter cannot be resolved at Step 2, the grievant may submit the grievance to Human Resources within 15 working days of receipt of the grievance from the Department Director or within 15 working days of when the grievance was due for submittal to the City Manager or designee or designee for resolution. The City Manager or designee shall answer the grievance in writing within fifteen (15) working\_days of its receipt. The grievant may meet personally with the City Manager or designee upon request. If a meeting is requested by the employee, the meeting will be scheduled within fifteen (15) days of the receipt of the grievance. The City Manager or designee has fifteen (15) working days from the conclusion of the meeting to answer the grievance.

Step 4. If the grievance is not resolved to the satisfaction of the aggrieved employee in accordance with the procedures set forth in Step 3, the aggrieved employee may request that the matter be submitted to final arbitration. The matter shall be submitted to Arbitration by serving the City's Director of Human Resources a Notice of Arbitration. This must be done within fourteen (14) calendar days of the receipt of the City Manager's answer to the grievance or within fourteen (14) days of when the answer was due. Failure on the part of the aggrieved employee to do so shall be deemed an abandonment of the grievance and shall preclude it from any further consideration.

(C) FINAL BINDING ARBITRATION

1. Decisions of the arbitrators shall be final; however, no decision may be in conflict with the law or the terms of this Agreement.

2. Following Notice of Arbitration, the City and the Association or the employees' representative, if the employee is acting independent of the Association, shall agree upon a source for a list of seven (7) arbitrators. This list shall either be a Federal Mediation and Conciliation Service (FMCS) list or an American Arbitrators Association (AAA) list. If the City and the Association cannot agree upon a source within 24 hours of notice to arbitrate, an FMCS list shall be requested by the City or the Association. The following information shall be furnished to the list service:

(a) Names and positions of the parties responsible.

(b) Identification of grievance being appealed (grievant's name and the grievance number).

The parties shall meet within fourteen (14) days of receipt of the list of arbitrators to select an arbitrator. If the parties cannot agree upon an arbitrator on the list, the selection shall

be accomplished by the Association striking first, and the City next, each striking one name from the list in turn until only one name remains. The remaining name shall be the arbitrator. The parties shall then contact the selected arbitrator or the arbitration service to schedule a hearing as soon as possible.

Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated and to jointly prepare a submission agreement for the arbitrator, recognizing that the parties may not be in agreement regarding the issue(s). All grievances shall be submitted to arbitration in accordance with the voluntary labor arbitration rules of the AAA and/or FMCS.

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

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

2. Time limits specified in this grievance procedure may only be extended by written agreement of both parties.

3. If a grievance is not filed or processed within the time limits set forth above, it will be deemed withdrawn with prejudiced, unless the time limitations established are waived or mutually extended by the parties in writing.

(E) CONTINUANCE AND RESCHEDULING OF HEARINGS

1. A grievance scheduled for hearing shall not be postponed or rescheduled unless both parties agree.

2. If, for any valid reason, the Arbitrator finds it absolutely necessary to request that a hearing be continued and/or rescheduled, the parties involved will then mutually agree upon another acceptable date.

3. If a hearing is not completed on the hearing date scheduled and additional time is required to complete the hearing, the parties must agree upon another mutually acceptable date.

(F) CANCELLATION OF A HEARING

1. If the grievance(s) scheduled for hearings are withdrawn or settled prior to the scheduled hearing, the parties shall notify the Arbitrator. Notification of said settlement must be forwarded no later than twenty-four (24) hours from the time of settlement. If notification is not accomplished in accordance with the foregoing, any costs incurred as a result of failure to notify shall be charged to the delinquent party(ies).

(G) HEARINGS

1. The hearings shall be conducted in accordance with the following:

- a. The hearing should be informal.
- b. No transcript will be made of the hearing, unless one side or both sides agree to pay for the costs.
- c. The formal rules of evidence shall not be followed.

- d. The Arbitrator shall have the obligation of assuring that all reference facts and considerations are brought before him by the representatives of the parties. In all respects, the Arbitrator shall assure that the hearing is fair.

#### (H) DECISIONS

1. The Arbitration decision shall contain a statement of facts and the contractual reliance on which the Arbitrator's findings and decision are based.

2. Each decision shall be typed on 8½ x 11 inch size paper and shall contain a heading:

- a. Identifying the parties;
- b. Identifying the grievance;
- c. Giving the date of the hearing.

The Arbitrator's name shall be typed and his/her signature shall be affixed at the end of the decision, along with the date of the decision.

3. Copies of the decision shall be mailed to the parties at the same time.

#### (I) ARBITRATOR FEE

The arbitrator shall bill each of the local parties for one-half (½) of the total fees and expenses. Prior to the hearing, the Association (or the employee if acting on own behalf) and the City will give the Arbitrator the name, position and address of their designated representatives to whom the Arbitrator shall forward billings and decisions. The Association shall always be entitled to receive a copy of all arbitration decisions. All expenses shall be borne equally by both parties. However, expenses relating to the calling of witnesses, the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses were called or depositions taken,

except that an employee who is paid for lost time by the employer shall not be paid as a witness.

(J) GENERAL INFORMATION

1. An aggrieved employee has the right to be represented by a representative of the City Employees' Association or by counsel of the aggrieved employee's choice at all levels of the Grievance Procedure.

2. All grievances submitted in writing in accordance with this Grievance Procedure shall be submitted on the proper grievance form, a copy of which is attached to this Contract and made a part hereof by reference.

3. Either or both parties may tape record any meeting or hearing referred to in this Article.

(K) Discovery- After Step 1 of this procedure, the Association may request pertinent information to help determine whether or not a formal grievance should be reduced to writing and filed with Human Resources for resolution. The association shall make the request to Human Resources who shall determine what information can be made available. Any costs associated with the production of materials shall be the responsibility of the Association.

## **ARTICLE 13 - DISCIPLINARY ACTION**

### **(A) Grounds for Disciplinary Action**

The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The City shall follow the disciplinary procedures set forth below in enforcing any discipline. Any such disciplinary action must be initiated within thirty (30) calendar days of the incident. An employee may appeal any written reprimand, demotion, suspension, or other form of discipline through the grievance procedure of this contract, which shall be the exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through the Step 3 - City Manager level of the grievance procedure. LVCEA representation shall be allowed at every level of discipline.

**(B) Progressive Disciplinary Action** - The City and the Association recognize the principle of progressive discipline as the form of discipline to be used in the City. Discipline involves timely actions by the employee's supervisors in situations where specific job-related employee behavior or performance is unacceptable and there is a clear intent to create a record of discipline. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning.

**(C) Progressive Discipline Steps** - The usual steps of progressive discipline are:

1. **Oral Reprimand or Warning** - This is the first disciplinary step taken by a supervisor which puts an employee on notice that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. An oral reprimand

does incorporate counseling in that proper specific procedures that must be followed with the employee and suggestions made as to how to correct the unacceptable behavior or performance. The intent is to give the employee a clear notice that the specific behavior or performance should be corrected. Oral reprimands are to be documented in memo form with the supervisor and employee each signing and keeping a copy for their record. Copies of the memo are not to be placed in the employee's Department or Human Resources personnel file. There shall be no reference of the oral reprimand in the employee's personnel file or performance evaluation. Oral reprimands are valid for a period of up to six (6) months.

2. Written Reprimand - This is the first level of discipline which is documented and which may be placed in the employee's personnel file. Documentation is done on an Employee Interview form. The statements on the form must clearly outline the specific unacceptable performance or behavior, the specific violation(s) of the department rules, regulations and/or procedures which is alleged to have occurred and that the discipline proposed is a written reprimand. The employee will be shown a copy of the Employee Interview form, will be allowed to read it, may make any comments desired, and will then sign the form acknowledging receipt. The employee will be given a copy of the Employee Interview form and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand.

3. Suspension - Suspension may be used after a written reprimand has apparently not corrected the specific unacceptable performance or behavior or rule violations. Suspensions shall be limited from one (1) to five (5) days, depending on the severity of the offense, at the Department Director level. Department Director recommendations for suspensions longer than five (5) days may only be imposed after approval by the City Manager

or designee,. Documentation is done on an Employee Interview form, as described in paragraph 2, above.

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

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

b. Reduction in Salary Step - When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step, for a maximum of twenty six (26) pay periods.

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

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

Material which has been retracted, 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 against the employees referred to in such retracted material.

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

(E) Disciplinary Meetings

Employees shall be notified, prior to the beginning of any meeting called for disciplinary purposes with that employee, that the meeting could lead to disciplinary action and the possible nature of such action. If the employee is not notified, or if the employee comes to reasonably believe that a meeting or interview might lead to disciplinary action against him/her, the employee shall be given an opportunity to request, and adequate time to secure, the presence of a representative at such meeting, inquiry, or investigation.

Employees shall be questioned during their regular working hours or shall be compensated for the time spent in questioning as specified in this contract.

Employees shall be provided with at least twenty-four (24) hours advance notice of any scheduled disciplinary meeting which is likely to result in a written reprimand or other more severe discipline. The employee shall be provided with the name of the person conducting the meeting, the date, time, location, and topic of discussion of the meeting.

(F) Polygraphic Examinations

Applicants may be required to take a polygraph examination or a voice stress analyzer examination as a condition of employment for hire, rehire, transfer (voluntary or involuntary) or promotion to the Department of Detention and Enforcement. Transfer employees who fail to pass the voice stress analyzer or polygraph exam, would revert back to their previous or a comparable position. Employees may not be required to take a polygraphic examination or voice stress analyzer in conjunction with any disciplinary action. No reference of any type may be made regarding polygraphic examinations or voice stress analyzer at any disciplinary hearing or process without the consent of the employee.

(G) Purging Files and Records

1. The record of any disciplinary action resulting in a written reprimand shall be removed from an employee's personnel file after a period of eighteen (18) months has elapsed. Any subsequent disciplinary action of a similar nature shall extend the period of retention of the original offense for twelve (12) months. Similar nature is defined as a disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations. If retraction of a discipline has not been made, it may not be used against the employee at later disciplinary action.

2. Records of disciplinary actions resulting in a suspension of five (5) days or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of thirty (30) months has elapsed. Any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for six (6) months.

3. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel

file. Human Resources staff will review the employee's personnel file, contact the employee's department to verify the record, and notify the employee of the results of the request. Additionally, the director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary documents exist at the department level alone, those documents shall be returned to the employee for disposal.

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

5. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file, at any reasonable time, upon request, and to request a copy of any needed documents in the file. The official personnel file shall remain under the control of the Department of Human Resources.

6. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. The Director of Human Resources, or designee, shall investigate the employee's request, advise the employee's department, make any appropriate correction, if warranted, and advise the employee of the correction requested. The employee's memorandum shall be attached to the material in question and filed therewith if the documentation is not changed. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.

(H) Just Cause

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

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

2. Violation of City or Departmental Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Deputy City Manager;

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

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

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

6. Physically striking or threatening any supervisory, managerial, or other employee;

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

The above grounds are not deemed all inclusive, but merely descriptive. Any other acts of substance relating to the character or fitness of the employee to perform official duties may be considered cause.

## **ARTICLE 14 - WAGES**

(A) The City and the Association agree that effective June 24, 2002, the wages paid eligible members shall be shown in the City of Las Vegas Classified Employees Salary Schedule, which is attached to this agreement. These wage rates show an increase of three (3%) percent over the current salary schedule. Employees to receive retroactive COLA by separate check.

(B) Effective June 21, 2003, eligible employees will receive a COLA equal to three (3%) percent and shall be attached to this agreement.

(C) Effective June 19, 2004, eligible employees will receive a COLA equal to three (3%) percent and shall be attached to this agreement.

(D) Effective June 26, 2005, eligible employees will receive a three (3%) percent COLA and shall be attached to this agreement.

(E) Salary Step Advancement

Employees shall receive a salary step advancement upon:

1. Each anniversary date of their appointment to the City and annually thereafter until the maximum step is reached in their classification.

2. Employees shall receive their salary step advancement unless the City can show legitimate reason for denial of the salary step advancement. Legitimate reason for denial includes, but is not limited to, an extended sick leave absence of 1,040 hours or more, disciplinary action equivalent to a suspension, or three (3) documented and substantial reports of unsatisfactory performance.

3. Employees shall be informed in writing of the specific reason(s) for the denial of any salary step advancement and may grieve that denial through the City Manager level of the grievance procedure in this agreement.

(F) "Y Rated" Employees

An employee whose current wage is above the new wage grade at the time of implementation will continue to receive their current wage. This shall be the employee's "Y Rated" wage rate. The employee's "Y Rated" wage rate shall continue until cost of living increases, applied to the salary schedule, raise the salary schedule above the employee's "Y Rated" wage. At that time the employee will receive the appropriate salary schedule wage.

## ARTICLE 15 - CLOTHING AND TOOL ALLOWANCE

(A) The City and the Association agree that the employees in the classifications listed below shall be paid a yearly tool allowance of the amount shown on a quarterly basis:

<u>Classification</u>	<u>Annual Allowance</u> (in dollars)
Body Mechanic I	180.00
Body Mechanic II	210.00
Building Services Electrician II	180.00
Building Services Technician	210.00
Carpenter I	180.00
Carpenter II	210.00
Electrician I	160.00
Electrician II	180.00
Field Electrician II	180.00
HVAC Technician I	180.00
HVAC Technician II	210.00
Industrial Electrician II	180.00
Instrument Technician	180.00
Locksmith	210.00
Materials Testing Technician I	180.00

Materials Testing Technician II	180.00
Mechanic I	210.00
Mechanic II	280.00
Park Maintenance Crew Leader	210.00
Plumber I	160.00
Plumber II	180.00
Skilled Trades Helper	180.00
Sr Body Mechanic	210.00
Sr Building Services Electrician	180.00
Sr Carpenter	210.00
Sr Electrician	180.00
Sr Field Electrician	180.00
Sr HVAC Technician	210.00
Sr Industrial Electrician	180.00
Sr Locksmith	210.00
Sr Mechanic	280.00
Sr Plumber	180.00
Sr Traffic Control Systems Technician	180.00
Sr Traffic Signal Electrician	180.00
Sr Traffic Signal Technician	180.00
Street Light Maintenance Electrician	160.00
Traffic Control Systems Technician I	180.00
Traffic Control Systems Technician II	180.00

Traffic Signal Electrician II	180.00
Traffic Signal Field Supervisor	180.00
Traffic Signal Technician I	180.00
Traffic Signal Technician II	180.00
Vehicle Services Supervisor	280.00
Vehicle Services Worker	135.00
Welder	135.00

These amounts will be increased by twenty five percent (25%) during the first year of employment.

If the City determines that a classification no longer requires the use of personal tools, or the City determines that a new classification requires the use of personal tools, the City will enter into negotiations with the Association prior to taking any action.

The City shall provide a secure area for the employees to keep their personal tool set on the job site and shall insure the employee against the loss and/or damage beyond use, by a second party, whenever the tool set is on City property. The City will conduct an inventory annually after giving the employee five (5) days notice. The tool set is defined to be the toolbox and the entire contents thereof, as determined by the annual inventory.

(B) When any employee is required to wear a uniform during the performance of duty, that required uniform will be provided by the City. The term "uniform" shall include any specified shoes, belts, jackets, sweaters, or other accessories. The City and the Association further agree that employees who are furnished uniforms by the City shall be provided a clean and appropriate uniform for each normal workday. Exceptions to the requirement for daily clean

uniforms may be established, after written agreement between the Association and the City, whenever the work and/or the nature of the uniform indicates that a less frequent cleaning schedule is appropriate.

(C) Uniforms shall only be worn during the normal workday and shall be worn in accordance with such regulations, policies and procedures as the City may establish.

(D) A safety shoe allowance shall be paid in the amount of one hundred twenty five dollars (\$125) per year. Such allowance shall be paid at the time the second quarterly installment of the tool allowance is paid. Personnel to receive such allowance shall be those personnel whose job requires safety shoes be worn as established by the LVCEA and the City. Personnel who receive a safety shoe allowance shall furnish their own shoes that meet the required safety standards for their position and shall wear the shoes at all times when they are in work status.

(E) The City shall provide paid time off and pay the entire tuition for any education, certificates, ratings, etc. that the City require employees to have in order to keep their employment with the City in the employees current classification.

## **ARTICLE 16 - LONGEVITY**

(A) The longevity pay for employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent ( $\frac{1}{2}$  of 1%) increase of the base salary until a maximum of fifteen percent (15%) has been reached for thirty (30) years of continuous employment with the City of Las Vegas. Longevity pay shall become effective on the hiring anniversary date of employees. Overtime or any other incentive payments shall not be considered in the calculation of the percentages of longevity pay.

(B) Employees hired or rehired on July 1, 1980, or thereafter, shall have a maximum longevity benefit of ten percent (10%) at twenty (20) years; however, their starting and yearly accumulations shall be the same as those in Paragraph A.

(C) Employees hired after January 1, 2004, shall receive a longevity payment equal to three percent (3%) of their base salary on the completion of ten (10) years of continuous service with the City. For each year of continuous service hereafter, each employee will receive an additional one-half of one percent ( $\frac{1}{2}$  of 1%) until a maximum of ten percent (10%) has been reached.

## **ARTICLE 17 - LEAVE WITHOUT PAY AND SPECIAL LEAVE**

### **(A) Maternity/Paternity/Adoption Leave**

Employees shall be entitled to leave without pay for up to a maximum of six (6) months for purposes of childbearing and/or for caring for newly born or newly adopted children. Employees are eligible for this leave for a period of up to 12 months after the birth or placement of a child. Employees are required to give thirty (30) days advance notice, if possible, for such leave. Additional maternity/paternity or adoption leave may be awarded only upon written authorization of the City Manager. Employees may use accrued sick leave or annual leave for maternity/paternity or adoption purposes. Use of sick leave for these purposes shall not constitute an incident of sick leave.

### **(B) Family and Medical Leave**

Employees who have worked for at least 12 months, and for at least 1,250 hours during the previous 12 months, are eligible for 12 work weeks of paid or unpaid leave during a 12-month period for the purpose of caring for oneself or a family member inflicted with a serious health condition, lasting longer than three (3) days, which requires either in-patient care or continuing treatment by a health care provider. A 12-month period starts on the first day leave is used, in accordance with this Section. Employees are required to give thirty (30) days advance notice for such leave if the need for leave is foreseeable based on planned medical treatment. All legal requirements of Public Law 103-3, Family and Medical Leave Act of 1993, apply to Sections A & B of this Article.

### **(C) Military Leave**

When a non-temporary employee enters the Armed Forces of the United States whether voluntarily or involuntarily, the following shall apply:

1. The employee shall be granted military leave with or without pay for the duration of the employee's active service.

2. Any employee so granted military leave who is later honorably discharged or discharged as a result of disability from the Armed Forces shall be restored to their former classification or to a like classification. To qualify for such restoration, the employee must make application for reinstatement within ninety (90) calendar days of discharge. Such restoration is further dependent upon the City's circumstances having not changed in such a manner as to make such reinstatement impossible or unreasonable and upon determination by the City Manager that the employee is able to perform the duties and responsibilities of the position.

3. Any employee so restored shall be granted accrued seniority, benefits, or other compensation in accordance with the applicable Federal law.

4. Persons who are employed to fill positions vacated as a result of the incumbent being placed on military leave shall be so notified at the time of their appointment. Such appointments may be made on a temporary basis if the incumbent is on military leave for a period of less than one year. Any persons employed on a non-temporary basis in positions vacated as a result of military leave may be subject to reassignment, transfer, reduction in grade, or termination upon reinstatement of the returning employee. Any such reassignment, transfer, reduction in grade, or termination shall be done in accordance with reduction in force procedures specified in this Agreement and the City of Las Vegas Civil Service Rules.

5. Any employee holding reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard who is obligated or ordered to serve on training duty shall be granted military leave for a period not to exceed fifteen (15) work days in any one calendar year, as provided in NRS 281. Compensation during such leave shall be the normal

gross salary that the employee receives from the City, excluding overtime. The employee shall be entitled to retain any Armed Services pay earned during the training duty.

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

(D) Court Witness or Jury Duty Leave

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding shall receive their regular City pay. Employees who serve on a jury for one week or less are not required to turn in to the City any fees paid as a result of jury duty. Employees who report for jury duty for period in excess of one week will be required to submit their jury duty payment to the City Treasurer. Employees who are called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work. Employees who work a swing or graveyard shift shall be excused for the day(s) that they are required to report for jury duty. Those persons who are called as witnesses shall report back to work when excused by the court or tribunal. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in a civil proceedings unrelated to City business.

(E) Leave Without Pay

Leave without pay may be granted to employees for purposes normally covered by sick or annual leave when such leave has been exhausted, or for other justifiable reasons, including education at an accredited college, university or specialized vocational or trade school.

1. Except for military leave and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) days shall not be credited for purposes

of completion of probation, merit increases, seniority, or longevity. The employee's service date shall be adjusted to reflect the actual time the employee was actively working for the City of Las Vegas.

2. Continuous leave without pay for periods in excess of thirty (30) days must be approved by the employee's Department Director and the City Manager.3. Continuous leave without pay for periods in excess of thirty (30) days which are necessitated by job-related illness or injury shall be credited for purposes of completion of probation and/or salary increases

4. Employees on leave without pay status for a period in excess of 12 months may be separated from City employment upon notice to the employee and the Association. The 12 month period includes any unpaid leave granted under the Family and Medical Leave Act. The separation will be considered a resignation and therefore, employees who are able and capable of returning to work within 12 months following separation can request to be placed on a rehire list in accordance with Civil Service Rules. All entitlement under this provision will end 12 months following the employee's date of separation.

(F) Application and Examination Leave

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

(G) Blood Donor Leave

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

(H) CATASTROHPIC LEAVE (See definition of "Catastrophic Illness/Injury," Paragraph 9.c.)

1. When an eligible employee (See "Eligible Employees" - Paragraph 9.) suffers a catastrophic illness or injury, and the eligible employee has or will have exhausted all accrued leave prior to returning to work, the eligible employee may file a request for donations of leave with the LVCEA. The employee must exhaust all accrued sick and annual leave prior to using any leave donated under the program.
2. The request must be accompanied by:
  - a. A medical statement from the attending physician, explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work.
  - b. Evidence of the Department Director's approval of a leave of absence.
3. A committee ("The Committee") appointed by the LVCEA President will review the request to verify the employee's eligibility to receive leave donations.
4. The LVCEA will conduct the solicitation of donations and will be limited to an information-only solicitation, with no personal lobbying by employees. Solicitations will be conducted for a two-week period of time and all donations will be submitted to the LVCEA on a form provided by the LVCEA. Leave solicitations will be limited to two times per employee per illness or injury.
5. Donations can be made from the donor's TILO time, Annual leave, Sick leave and/or floating holiday. Sick leave donations will only be allowed from the employee's payable hours (those hours that the employee would receive cash payment for upon separation

from City employment.) Employees with less than five (5) years of classified service are not eligible to donate sick leave. Employees with more than five (5) years service but less than twenty (20) years service will have fifty (50%) percent of their non-surplus sick leave donation credited to catastrophic leave and the remaining (50%) percent will be credited to the employee's surplus bank hours with more than twenty (20) years service, as defined in the sick leave article, will have 100% of their non-surplus sick leave donation credited to catastrophic leave. Employees with a sick leave balance above their cap may donate accrued, sellable hours as defined in the sick leave article.

6. The minimum donation is four (4) hours; the maximum donation is forty (40) hours. Employees must have annual leave and sick leave balances of at least forty (40) hours after the donation.
7. The LVCEA will forward notification of the time donations to the Treasurer's office, where the donated time will be converted to dollars at the hourly rate of the donor. If any donated sick leave hours remain at the end of the Catastrophic Leave, they will remain in a Catastrophic Leave Bank for future use.
8. Bank hours, if any, may be approved by the committee on a matching basis, if needed, (i.e., a solicitation for an approved employee nets 100 hours, the committee may approve up to another 100 hours from the bank, if hours are available).

9. Eligible Employees:

- a. The Catastrophic Leave Program is available to all LVCEA bargaining unit members, appointive employees, and confidential employees. (I.A.F.F., P.P.A., Temporary, and Hourly employees are not eligible for this program.)
- b. Employees must be off probation and/or at least be employed by the City for six (6) months prior to becoming eligible for the Catastrophic Leave Program.
- c. Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident experienced by an eligible employee that keeps that employee from performing the duties of his/her job, (i.e., hospitalized or home bound). The illness or accident cannot be a result of an illegal act, nor can it be self-inflicted." Employees may not use catastrophic leave to care for a family member.
- d. Employees with a work-related Workers' Compensation claim are not eligible for the Catastrophic Leave Program.
- e. Any employee who receives catastrophic leave benefits and is subsequently awarded workers' compensation benefits shall reimburse the Catastrophic Leave Bank for all benefits received that are covered by workers' compensation payments.
- f. If allowed by the City's long-term disability (LTD) provider, catastrophic leave may be used to supplement LTD payments. The employee may not receive more than 100% of his or her salary as a result of this supplement. Normal salary includes: longevity but excludes overtime, shift differential, and other compensation.

10. The parties agree that should any problem arise in the administration of this paragraph or any abusive practice should arise, that the parties agree to meet to make reasonable adjustments to facilitate the administration of the program or to eliminate any abusive practices.

(I) Supplemental Policies

1. Catastrophic Leave benefits are not available if the time off from work due to an illness or injury does not or will not exceed ninety (90) days, as time off from work of less than ninety (90) days due to an illness or injury is not considered to be catastrophic in nature.
2. Catastrophic Leave benefits cannot be requested if the illness or injury of any person other than the employee (e.g., a family member's illness or injury of a catastrophic nature would not qualify the employee to receive Catastrophic Leave benefits).
3. An employee requesting Catastrophic Leave benefits must submit a Catastrophic Leave Agreement Form to the Catastrophic Leave Committee accompanied with a medical statement in compliance with this agreement.
4. Request for Catastrophic Leave benefits will be processed on a first-come basis.
5. In accordance with federal laws governing medical privacy, the Donation Request Form shall not include any information relating to the requesting employee's illness or injury condition. Information relating to the requesting employee's number of years of City service, age, marital status and number of children and their ages will be included on the form unless the employee requests, in writing, that such information in whole or in part, not be included.

6. An employee making a request for Catastrophic Leave benefits must agree to indemnify and hold the LVCEA, its officers, directors, trustees, members and employees harmless from any lawsuits, claims or damages for failure on the part of the City to process the request in a timely manner.
  7. In the event a Supplemental benefit is being paid, as set forth in Article 17(H)(9)(f) above, the employee will be eligible to continue drawing the Supplemental benefit until (i) the employee returns to active work/duty, or (ii) all donated Catastrophic Leave hours have been exhausted. However, under no circumstances will any benefits be paid from the Catastrophic Leave Bank beyond one hundred eight (180) calendar days from the date the employee was required to be absent from duty on a continuous basis.
- (J) Bereavement Leave: Employees who are required to absent themselves from work to attend to matters related to an impending or subsequent death and or funeral of a member of their immediate family. Sick or Annual Leave shall be granted for a maximum of five (5) days per occurrence. In extraordinary circumstances, additional leave may be granted by the Department Head.
- (K) Funeral Leave: Employees may be granted up to 4 hours of annual leave to attend a funeral of an acquaintance or co-worker on short notice. Whenever possible, such leave should be requested at least one day in advance.
- (L) The City may require appropriate documentation to substantiate any type of leave granted under this article.

## **ARTICLE 18 - MEDICAL BENEFITS**

(A) The City and the Association agree that the City will pay the cost of group hospitalization, health, dental, vision, and term life insurance for each individual employee covered by the provisions of this contract as recommended by the Employee Insurance Committee (hereinafter referred to as Committee), and approved by the City Council.

The City agrees to pay dependent insurance coverage costs equal to fifty percent (50%) of the actual cost.

This Article will be opened by the parties for the purpose of negotiating changes as recommended by the City's Employee Insurance Committee.

(B) The City agrees to pay the cost of long-term disability insurance.

(C) The City of Las Vegas Employee Insurance Committee shall consist of six (6) voting members, comprising three (3) persons to be selected by the City Employees' Association and three (3) persons to be selected by the City management. The Committee may request additional staff support to attend the meetings or to provide information as needed. The additional staff will not have voting privileges.

(D) All communications concerning the Committee by the Employee's Association to the City shall be directed to the Director of Human Resources.

(E) The City shall establish the necessary accounts and accounting procedures to ensure that:

1. A record is kept, by pay period, of the number of employees eligible for insurance coverage and the amount of funds paid by the City on their behalf.
2. A record is kept, by pay period, of the employees' contributions collected and deposited on their behalf.

3. All disbursements of funds from the insurance payment accounts shall be for the appropriate payment of insurance premiums, claims, or other legitimate expenses of the group hospitalization, health, vision, dental, long-term disability, life insurance, and any other insurance programs provided.

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

## **ARTICLE 19 - DISABILITY**

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

(B) Should an employee suffer a service-incurred accident or illness and the benefits paid to such employee under the provisions of the Workers' Compensation Program shall not equal the employee's present gross salary, then, in that event, the employer shall pay to the employee an amount equal to the difference between the compensation received under the Workers' Compensation Program and the employee's then present gross salary, excluding overtime, for a period of two hundred eighty (280) hours from the first day of absence due to illness or injury. In the event there exists a reason to believe an employee is abusing his/her rights under this provision, the employer may disallow the "equal payment" benefit during the first two hundred eighty (280) hours. In addition to the foregoing, the City may continue this maintenance of income at full or partial pay periods of thirty (30) days up to a maximum time limit of twelve (12) months, including the mandatory first two hundred eighty (280) hours).

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

(D) An employee whose full salary is being maintained under the provisions of this Article shall not be charged with the use of sick leave as established under Article 11 for the period of full income maintenance.

(E) An employee who is temporarily disabled because of a non-work related accident or illness may be granted an alternate duty assignment, if such assignment is available and after being released for such work by a qualified physician. "Alternate duty" means work that may be similar to or totally different than the normal work that the employee performs and is based on the release given by the qualified physician and the skills of the employee.

## **ARTICLE 20 - RETIREMENT**

(A) The City and the Association agree that all employees shall participate in the Public Employees Retirement System of the state of Nevada in accordance with the rules of that system. The City shall comply with all the provisions of NRS 286 for the purpose of paying the employees' retirement contributions.

(B) The City agrees that any increase in the contribution rate for the benefit of employees participating in the Public Employees Retirement System will be accompanied by a salary increase in the corresponding amount, which shall be used to pay each employee's portion of the increase in the contribution rate for the duration of this contract.

(C) The City may consider offering a voluntary early separation program at intervals to be determined by the City. Program specifics will be determined by the City prior to program implementation.

## **ARTICLE 21 - REDUCTIONS IN FORCE**

(A) The City and the Association agree that reductions in personnel as they pertain to employees covered under the provisions of this contract shall be as hereinafter prescribed. When City-funded positions of indefinite duration, which are presently filled, are abolished, reductions shall be accomplished in accordance with the following provisions:

1. Competition for retention shall be limited to other employees holding positions in the same classification.
2. Priority for retention shall be based upon seniority of service within the classification within the City.
3. Buy Outs: The City may consider offering an early retirement incentive to all employees prior to implementing a reduction in force.
4. After all "Hourly" employees doing the work of a similar nature, requiring similar qualifications, have been separated from City employment, the order of reduction in force (RIF) within the classified service within a classification shall be:
  - a. Temporary employees;
  - b. Probationary employees;
  - c. Regular employees in a qualifying status;
  - d. Regular employees in the reverse order of their seniority, the employee with the least classification seniority shall be released first. In the case of a tie within classification seniority, the employee with the least City employment seniority shall be released first.

5. All personnel who are affected by reduction in force shall have the right to elect a reduction in classification to a lower classification that they are qualified to fill through previous service in that classification.
6. An employee's appointment shall not be terminated before the employee has been made a reasonable offer of reassignment, if such offer is immediately possible in the determination of the City.
7. As a result of the application of this reduction in force procedure, the City shall attempt to find a vacant position for any employee about to be RIFed, by causing the reassignment, transfer, reduction in classification, or any combination thereof, of the employee.
8. Any employee reduced in classification or terminated under this Article shall have his/her name placed on the City's Reduction in Force list in accordance with the Civil Service Rules. Previous employees shall be notified once by first class mail and by certified mail, return receipt requested, at their last known address and must respond within ten (10) calendar days of receipt by certified mail or in person that they are accepting the offer of re-employment on the date specified in the offer or they shall be deemed to have refused the offer of re-employment and shall forfeit all seniority and/or rehire rights and privileges. In the event that the notice of delivery is not returned within ten (10) calendar days of mailing, the City may proceed to fill the position.
9. Termination under this rule shall require the giving of at least two (2) weeks notice to the employee, or payment in lieu of notice, of an equivalent amount of salary by the City.
10. If in the reduction-in-force process there is a probability that an employee being separated may be reinstated within a ninety (90) day period, the employee may be given

leave without pay for a period of ninety (90) days. At the time of leave without pay, the employee may elect to exhaust accumulated annual leave, be paid in a lump sum payment, or have it retained for credit for the ninety (90) day period. The employee may also elect not to be paid off for any sick leave during the ninety (90) day leave without pay. If the employee is not rehired at the end of the ninety (90) day period then all annual and sick leave must be paid off.

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

(C) The City and the Association further recognize the requirement that the City, as a political subdivision of the state of Nevada, adopt an Affirmative Action Program which will include goals, objectives and timetables for the recruitment, employment, training, upgrading, and all other related functions regarding minority and female employees.

(D) It is further agreed that the City and the Association will comply with all applicable federal laws and executive orders pertaining to non-discrimination and equal employment opportunity, including all orders issued by the Office of Federal Contract Compliance and any other properly empowered governmental agency vested with power over these matters with regard to the City.

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

(F) The City shall not hire any full-time employee to do the work of any position or classification RIFed under the provisions of the article until all employees who were RIFed under the provisions of this article have been re-employed in their former (or a higher) classification or have refused employment.

## **ARTICLE 22 - SENIORITY**

(A) City seniority shall be defined as an employee's length of continuous service with the City. Classification seniority means the length of service in a classification. Employees in classifications that have been retitled or reclassified shall retain all seniority through any such changes. Employees who are promoted from one classification to a higher classification(s) and subsequently return to the former classification shall be credited with all time spent in the higher classification(s) for their classification seniority. It is intended and assumed by this clause that no more than six (6) months would have been spent in the higher classification, except that no time shall be credited for any time spent in an Appointive classification.

1. An employee who receives a promotion into another classification enters a six-month qualifying period. Within six months, the employee is either confirmed, non-confirmed, or may decline the position and voluntarily return to the former classification with no loss of seniority. The Classification seniority for the former classification shall have continued as though there had been no change in classification.
2. Should the employee be confirmed in the new classification, remain in that classification for longer than six months and then voluntarily return to the former or a lower classification, none of the time spent in the higher classification shall be credited to the lower or former classification. This will be considered and treated as a voluntary demotion/transfer, and selection to the lower position will be in accordance with the City's current transfer policy.
3. If an employee moves into a lower classification previously held, he or she may bring forward any previous classification seniority earned in that lower classification.

Seniority shall not be lost for paid leave of any duration and unpaid leave of less than thirty (30) consecutive calendar days or less. Except for military leave and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) consecutive calendar days shall not be credited for purposes of seniority.

Classification Seniority shall be controlling in the Reduction In Force Article. Classification Seniority shall be the controlling factor in the scheduling of annual leave unless the work group mutually establishes another policy as approved by the director or designee. When all knowledge, skills, abilities and other job attributes are equal then seniority shall be the controlling factor in shift and position assignment. Attributes may include but are not limited to customer service skills, interpersonal (people) skills, communication skills, certification, work history, etc., unless the work group mutually establishes another policy that is approved by the director or designee. Disagreements regarding shift and position assignment shall only be grievable through the City Manager level of the grievance process and are not subject to arbitration. The City shall provide thirty (30) calendar days prior notice to the Association and shall meet and discuss any proposed changes prior to revising any established shift bidding system or vacation scheduling system.

(B) Employees shall receive classification seniority for time spent in an acting capacity under the following conditions:

1. The assignment is for a minimum of thirty (30) consecutive workdays.
2. The employee qualifies by exam, is placed in a reachable group and is selected for the position from that active eligible list while in the acting capacity.
3. The acting time is documented on appropriate Human Resource documentation and took place after July 1, 1995.

(C) By October 1 of each year, the City shall establish a seniority list for each classification, showing the service date and date of last promotion to present classification. The entire list shall be available in Human Resources and mailed to the Association. Department and Division offices shall have available lists of classifications that are assigned to that Department. Seniority shall be determined by:

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

If no one protests the seniority shown on their behalf by November 15, each classification seniority list shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority listing.

## **ARTICLE 23 - HOURS**

(A) The City and the Association agree that the normal paid weekly hour shall be forty (40) hours, exclusive of meal breaks, but including rest breaks of not less than fifteen (15) minutes during every four (4) hours worked, the timing of such breaks to be flexibly arranged in accordance with existing practices. Employees shall get at least a thirty (30) minute meal break during their shift. The official workweek shall begin on each Sunday at 00:01 hours and shall end at 24:00 hours on the following Saturday.

Employees working a five day, forty hour week (designated 5/40) shall work eight (8) hours per day for five (5) consecutive days in any workweek and shall receive two (2) consecutive days off. Employees working a 9-day bi-weekly schedule (designated as 9/80) shall work eight 9-hour days and one 8-hour day in a 10-day period and receive two (2) consecutive days off each week plus an additional day off bi-weekly.

Employees working a four day, forty hour week (designated 4/40) shall work ten (10) hours per day for four (4) days in any workweek and shall receive at least two (2) consecutive days off.

(B) Regular overtime - Regular overtime pay is defined as additional compensation earned by an employee who is held over on a regularly scheduled shift. Supervisors may request that employees work overtime. Overtime work shall be voluntary and shall be rotated amongst employees in the classification needed to work overtime on an equal basis. If no one agrees or volunteers to work the overtime, the supervisor may require that a qualified employee work the overtime. Employees who work longer than their normal daily hours shall be paid overtime on a time and one-half (1½) hourly rated basis based on their hourly rate of pay at their normal weekly working hours, including longevity, for all overtime work.

Employees who may be reasonably expected to work more than one (1) hour overtime upon completion of their regular shift shall be entitled to a paid fifteen (15) minute break at a time convenient for the employee and the City in light of the nature of the work being performed.

(C) Call Out - In emergency situations requiring immediate attention where the department head or designee feels that it is necessary to call out one or more members of a department, an employee shall be paid overtime on a time and one-half ( $1\frac{1}{2}$ ), plus longevity, rated basis, for all call-out hours or any fraction thereof worked. Said employee shall be paid for a minimum of three (3) hours regardless of having worked less than three (3) hours on the total call-out. In the event that the period of call-out extends into the employee's normal working shift, such employee shall be paid for a minimum of three (3) hours in addition to the normal working shift. If the period of call-out exceeds three (3) hours, but does not extend into the employee's normal working shift, the employee shall be paid for the amount of time actually worked at the overtime rate.

An employee who works less than three (3) hours on the initial call-out and is then called out a second time during the initial three (3) hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed three (3) hours, in which case he shall be paid for the aggregate time so worked. In the event an employee is called out for a second time after the expiration of three (3) hours from the first call-out, he shall be paid for a minimum of three (3) hours for each call-out except as provided in the previous paragraph. Shift differential will only be paid on overtime shifts of 7.5 hours or more.

(D) Scheduled Overtime - If an employee agrees, as requested by a supervisor, and returns to duty after completing a normal shift or as requested, reports to work on a day in which a normal shift is not scheduled, the employee shall be compensated for a minimum of three (3) hours or the actual time worked, whichever is greater, on a time and one-half (1½) rated basis, plus longevity, for all overtime hours or any fraction thereof worked. Employees' workweeks will not be altered on a short-term basis (less than six (6) months) to avoid payment of overtime. Any short-term change in work schedule must be mutually agreed to, in writing, by the City and the employee(s) and must not be established for the sole reason of avoiding overtime pay. Employees shall not be threatened or harassed into accepting short-term schedule changes by being told that their shift will be permanently changed if they do not accept a short-term assignment. Shift differential will only be paid on overtime shifts of 7.5 hours or more.

(E) A shift shall be defined as the employee's normal workday.

(F) If an Alternate Work Schedule (AWS) is requested by a majority of the employees affected in a department or work unit, the Association with work unit employees and representatives of the Human Resources Department and the department and work unit supervisors involved shall meet within fourteen (14) days to discuss the feasibility of establishing an Alternate Work Schedule for the requesting department or work unit. If a mutually acceptable AWS plan can be established for the department or work unit, it shall be put into effect for a trial period of six months within sixty (60) days of agreement upon the AWS schedule. The City Manager may discontinue the program if, in good faith, and after discussions with the employees, the City Manager determines that the AWS program is not in the best interests of the City. In any AWS program established, payment for overtime will only

be after the employee has eighty (80) hours on pay status in a bi-weekly pay period. The treatment of paid holidays shall be addressed in any AWS program instituted under this provision by the City and the affected employees.

(G) Because the workload of some functions fluctuates both within and beyond the payroll periods, employees may work Time in Lieu of (TILO). The purpose of TILO is to allow employee 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. In situations involving special funding, the City and the LVCEA will meet, discuss and agree to the method of overtime payment.

To accumulate TILO time, employees may volunteer to accept time off rather than overtime pay. This TILO time will be accumulated at a time and one-half (1½) rate for payment purposes. No employee can be required take time off rather than be paid at the overtime rate.

To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence. Such absences will normally only be scheduled when the workload will allow the employee to be absent. This means that employees may be denied the use of TILO time whenever, in the supervisor's judgment, it is felt that to allow the employee to use such time will require the City to pay other employees at the overtime rate or accumulate TILO time. This accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees on the paycheck stubs in the same manner as vacation and sick leave hours are reported. If an employee accumulates and uses the same number of TILO time hours within a pay period, records may not show on the paycheck stub.

No employee may have an accumulated balance of TILO time exceeding two hundred twenty (220) 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 two hundred twenty (220) hours.

At the time of separation from City employment, employees will be compensated for any accumulated and unused TILO time at a straight time salary rate.

(H) The following method shall be used to rotate call-out overtime assignments:

The supervisor responsible for initiating the call-out shall maintain a card file with each employee's name in alphabetical order by classification. Whenever a call-out assignment is received, the supervisor shall call the first person on the card file for that classification for the job assignment. That person's card shall then be moved to the back of the file, whether or not the person works the call-out. The supervisor shall note the date and time of each call made on the respective employee's card and whether or not the employee accepted the assignment. Employees may sign a statement on their cards that they do not wish to receive call-out assignments.

Such requests should normally be honored except in the event of an emergency. The first two (2) employees the supervisor calls for the assignment may refuse the call-out. The third person must accept and work the call-out assignment.

(I) Stand-by time is defined as time that an employee is assigned, in writing and in advance, to be ready to work outside their normal work hours. Stand-by time shall be paid at a rate of thirty-five dollars (\$35) per day on a normal day worked and fifty (\$50) per day on a normal day off. Stand-by time shall not be included in the computation of overtime. During this time, the employee must be ready and able to

report to work within forty-five (45) minutes if so notified by telephone, pagers, or other electronic device provided by the City. Stand-by time shall be scheduled so that an employee does not have a day of stand-by time that is isolated from either a normal workday or another stand-by day. Employees on stand-by shall be subject to the provisions of Section C of this Article. No employee shall receive stand by pay while out on sick leave.

(J) Shift Differential- Shift differential is defined as the amount of compensation paid to an employee in addition to the employee's normal hourly salary, plus longevity, for working 7.5 hours or more in a shift other than a day shift. A day shift is defined as any shift that begins no earlier than 5:00 a.m. and/or ends no later than 7:00 p.m. Any employee working 7.5 hours or more in a shift that exceeds these limits by two (2) hours or more must be paid a shift differential equal to four percent (4%) per hour of the employee's normal hourly rate, plus longevity, for the entire shift. An employee who works 7.5 hours or more in a shift that begins no earlier than 10:00 p.m. and ends no later than 8:00 a.m. shall be paid thirty-five cents (\$0.35) per hour in addition to the four percent (4%) shift differential. Employees must be assigned to and work 7.5 hours or more in a shift other than the day shift to qualify for shift differential as defined above. Employees who are temporarily assigned to dayshift for training for a period of two pay periods or less will still receive shift differential. Employees who normally get shift differential pay who are off work, but in a pay status, must still receive the shift differential pay.

## **ARTICLE 24 - PROMOTIONS**

(A) The City shall encourage promotion within the classified service. All qualified employees shall have an equal opportunity to compete for promotions in the classified service. Promotional opportunities in the classified service shall be posted and processed in accordance with the City of Las Vegas Civil Service Rules unless changes in those rules are adopted by the City Council.

(B) All regular classified City employees shall receive three (3) bonus points on open and promotional exams. Appointive employees who previously obtained "regular" status in a classified position may apply through a promotional or open recruitment but will not receive bonus points.

(C) Employees who are promoted shall be entitled to be placed in the lowest step in their new classification's salary grade that gives them at least a five percent (5%) salary increase, unless the employee is currently on the top step and is promoted to the next highest salary job grade. In that situation, the employee will go to the top step of the new grade.

(D) Regular full-time employees serving in an acting capacity, and subsequently promoted to the position in which they have been acting, will receive a maximum of 90 days (three months) credit toward their qualifying period, providing the service in that particular acting capacity has been continuous and within the same department.

Examples:

- 1) An Office Specialist I (OS) who has served in an acting capacity as an OS II for 45 continuous days in Building and Safety will receive, if promoted to that OS II position, the 45 days credit against a six month qualifying period.

- 2) An OS I who has served in an acting capacity as an OS II for 60 continuous days in different divisions within the same department shall receive the entire 60 days credit towards completion of the qualifying period.

Both management and employee shall have the remainder of the six-month qualifying period to decide whether or not confirmation in the new position is appropriate.

(E) Employees who are promoted shall have the right during the first six months (6) of their qualifying period to voluntarily demote to their former classification, salary status and department. The employee's salary shall be reduced to the same grade and step that the employee would have attained had the employee not accepted the promotion.

(F) When a new position is created or an existing position becomes vacant in a classification in the bargaining unit, the Director of Human Resources, after consulting with the appointing authority, shall determine, in accordance with the Civil Service Rules, how the vacancy is to be filled. Any open examination may limit the number of non-city employee applicants, but bargaining unit employees who meet the minimum qualifications may apply for and take any open examination regardless of the number of applicants.

(G) When promotional and open examinations are given simultaneously, the certification of the names shall be as follows:

Group I	Promotional	when less than five names remain, add
Group I	Open	when less than five names remain on both, add
Group II	Promotional	when less than five names remain in all three, add
Group II	Open	when less than five names remain in all four, add
Group III	Promotional	when less than five names remain in all five, add
Group III	Open	

(H) The decision to fill permanent full-time vacancies on a temporary basis pending the completion of the selection procedures will not be grievable. A vacancy filled by a demotion, transfer, management reassignment, rehire, or recall in a position that is equal to or less than the employee's previous position does not require posting.

(I) The Association shall be furnished a copy of all job announcements and promotional announcements.

(J) Transfer Return Rights- The parties agree that effective upon signing, the following procedure shall be followed once an employee-requested transfer has taken place:

- a. Employees who have requested and accepted transfer positions shall have the right, during the first six months of their qualifying period, to voluntarily return to their former department in the same classification.
- b. Exception: Employees voluntarily transferring to a flex position, where the entry level for that position is a lower salary grade than their current position, but the journey level is higher, do not have return rights to their former classification.

This situation shall be treated as a voluntary demotion.

In the event of non-confirmation in either of the above cases, employees shall be returned to their former department in the same position unless a mutually acceptable agreement by all parties concerned shall be reached for placement elsewhere in the City.

## **ARTICLE 25 - LABOR/MANAGEMENT MEETINGS**

(A) A joint Labor-Management Committee shall meet at least quarterly at set times which are to be determined jointly by the President of the Association and the Director of Human Resources at the beginning of each fiscal year in order to supplement the collective bargaining process. These times shall only be changed upon mutual agreement between the parties.

(B) An agenda of issues shall be prepared by the City and Association, jointly or separately, which shall be addressed through meetings of the Labor-Management Committee, which shall be composed of not more than seven (7) representatives of the City and seven (7) representatives of the Association. The process shall serve to study issues of mutual interest. Issues may fall within or without the contract, but it shall be understood that any modification of this contract reached through this procedure shall be mutually agreed to in writing by the City and the Association.

(C) The Association shall designate a representative to serve as its liaison with the Director of Human Resources for the purpose of selecting agenda items and organizing meetings. A minimum of seven (7) calendar days notice should be given by the City to the Association or the Association to the City to schedule a meeting. The agenda(s) for each meeting shall be prepared by the Association's representative and the City's representative and shall be distributed not later than seventy-two (72) hours prior to the scheduled time of the meeting. When such meetings are held during the Association's representatives' straight-time hours, they shall not lose pay for time spent in such meetings. Should these meetings extend beyond a representative's regularly scheduled work day or should the meeting be scheduled on a non-work day of a representative, the City shall not compensate the employee/representative for such time. To facilitate the adjustment of work assignments, each of the Association's representatives shall personally notify

his/her immediate supervisor of the date and the time of any such meeting immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

(D) Minutes of the Labor-Management Committee meetings shall be prepared by the Director of Human Resources and be reviewed and approved by the Employees' Association representative.

## **ARTICLE 26 - SAFETY AND HEALTH COMMITTEE**

(A) The City shall undertake all reasonable efforts to provide for employee health and safety in accordance with all laws applicable to the operations of the City concerning the safety of all employees covered by this Agreement. All employees shall comply with all safety rules and regulations established by the City.

(B) In order to facilitate this policy, the Association shall appoint six (6) Association members from different divisions to represent the Association on the City's Safety Oversight Committee (SOC). Association members shall be appointed by the Association President and should be representative of divisions where safety hazards have a more probable potential to exist. The City's safety and loss control representative shall chair the committee. The City shall provide any necessary clerical support for the SOC.

(C) The SOC shall meet at least once a month at a mutually agreed date and time to discuss and make recommendations on the maintenance of proper safety standards, the responsibility of employees concerning safety practices, and to provide direction in the development of the overall accident prevention program. Recommendations on changes to safety practices, equipment and/or facilities shall be prepared by the City's safety and loss control representative and forwarded to the appropriate department head for response. If the department head fails to respond to or satisfy the recommendation within thirty (30) days of receipt, the department head shall be asked to explain to the SOC the reasons for the failure to implement the recommendations and the matter shall be forwarded to the City Manager for resolution.

(D) Association Representatives and SOC Members shall function as contact points for employees in all departments to report safety issues and concerns. Association Representatives and SOC Members shall report all safety issues and concerns raised by employees to the SOC

on a Notice of Safety Concern form. The SOC shall respond to the Notice of Safety Concern at the next scheduled monthly meeting. Any safety or health concern that poses imminent danger to any employee shall be immediately reported to the City's safety and loss control representative.

(E) To facilitate the adjustment of work schedules, SOC members shall notify their immediate supervisor of the dates and times of SOC meetings immediately upon the scheduling of any such meeting.

(F) Association members shall not lose pay for time spent in any meetings authorized by this Article.

## **ARTICLE 27 - ACTING PAY**

(A) Employees who temporarily accept the full responsibilities of a position of a higher salary grade for four (4) or more hours worked (excluding lunch period) shall be paid at a rate equal to five percent (5%) higher than the employee's current base salary, plus longevity, or the minimum rate of the salary grade for the classification in which the employee is acting, whichever is greater. Acting pay for periods in excess of fifteen (15) calendar days require the written approval of the Director of Human Resources. Employees who are acting in any "exempt from overtime" position for 30 calendar days or more, shall not be entitled to overtime compensation. Selection for acting assignments shall be made from eligible employees in a fair and equitable manner taking into account the employees work history.

## **ARTICLE 28 - EMPLOYEE ASSISTANCE**

(A) The City and the Association recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of job responsibilities and duties. The City and the Association will, therefore, endeavor to aid such employees who request assistance with problems by encouraging them to seek professional assistance where necessary.

(B) The City and the Association agree that employees participating in recognized and established counseling and rehabilitation programs, if unable to work, may use accumulated sick, TILO and vacation time in accordance with this contract.

(C) The City shall take reasonable steps to ensure that the privacy and confidentiality of employees involved in the employee assistance program is protected.

## **ARTICLE 29 - OUTSIDE EMPLOYMENT**

(A) Employees will notify the City of any “outside” employment on an appropriate and reasonable City form. All legal employment shall be approved unless the City can show just and reasonable cause for the denial of the employment. No approval shall be delayed for more than fifteen calendar days from date of submission.

(B) No outside employment shall interfere with an employees’ City employment.

### **ARTICLE 30 - ASSOCIATION PRESIDENT LEAVE OF ABSENCE**

- (A) The City shall grant the President of the Association, eighty (80) hours administrative leave bi-weekly.
- (B) This administrative leave shall be for the purpose of performing Association business.
- (C) The President shall be eligible to receive any general and/or merit increase that would have been received had the President remained on regular status. Classification seniority, as well as all other seniority, shall continue to accrue to the President during this period of leave.
- (D) The President will be responsible for informing his or her supervisor when elected and in advance of taking administrative leave. The President will keep the department informed of his/her activities and will continue to follow vacation and sick leave requests, approval and usage policies.

### **ARTICLE 31 - WAIVER**

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

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

## **ARTICLE 32 - SAVINGS CLAUSE**

(A) If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

## **ARTICLE 33 – SUBCONTRACTING OUT**

### **(A) Contracting out**

The City intends to utilize bargaining unit employees to perform work, which they normally perform. However, the City reserves the right to contract out any work it deems necessary and proper because of greater efficiency, economy or programmatic benefits. Every reasonable effort will be made to avoid the layoff of an employee as a consequence of the exercise by the City of contracting out.

### **(B) Procedure for Contracting Out**

- 1) Feasibility Study. Decisions to contract out work shall be made only after the City has conducted a formal feasibility study determining the potential costs and other benefits that would result from contracting out the work in question. The study shall similarly determine the costs of performing the work with bargaining unit members. The CEA will have the right to review the study.

The employer shall provide the LVCEA with no less than thirty (30) calendar days notice that it intends to solicit or to issue bids to contract out bargaining unit work. During the thirty (30) day period, the LVCEA shall have the opportunity to submit an alternate plan, which shall be given fair consideration.

- 2) Placement of employees. In the event an employee must be displaced as a result of contracting out, such displacement shall be made in accordance with Article 21, Reductions In Force.
- 3) Compliance. LVCEA, upon request, is entitled to receive a copy of any audit performed on any City contract.

Nothing in this Article shall prevent the City from continually analyzing its operation for the purpose of identifying cost-saving opportunities.

**ARTICLE 34 - DURATION**

(A) This Agreement shall become effective June 24, 2002, at 0001 hours and shall run in full force and effect until June 17, 2006, at 2400 hours and shall continue from year to year thereafter unless the City and the Association agree to change, amend, modify or terminate this Agreement pursuant to the provisions of Chapter 288 of the Nevada Revised Statutes.

**DATE** \_\_\_\_\_

**CITY OF LAS VEGAS**

**LAS VEGAS CITY EMPLOYEES  
ASSOCIATION, INC.**

**BY** \_\_\_\_\_

Mayor Oscar B. Goodman

**BY** \_\_\_\_\_

Tommy Ricketts, President

**Attest:**

**BY** \_\_\_\_\_

City Clerk Barbara Jo Ronemus

Approved as to Form \_\_\_\_\_