

COLLECTIVE BARGAINING AGREEMENT

between

Expired Contract!
Las Vegas Metropolitan
Police Department

&

**LAS VEGAS POLICE PROTECTIVE
ASSOCIATION**

July 23, 2001 through June 30, 2005

TABLE OF CONTENTS

PREAMBLE	1	10.3 Utilization	8
ARTICLE 1 - RECOGNITION	1	Illness or Injury	8
ARTICLE 2 - SCOPE OF AGREEMENT	2	Public Health Requirements	8
2.1 Bargaining Unit	2	Doctor Appointment	9
2.2 List of Eligible Classes	2	Bereavement	9
ARTICLE 3 - DEFINITIONS	2	Medical Emergency	9
ARTICLE 4 - ASSOCIATION SECURITY	2	10.4 Approval/Notice	9
4.1 Check Off	2	10.5 Immediate Family	9
4.2 Hold Harmless	3	10.6 Family and Medical Leave	9
4.3 Errors	3	10.7 Reporting Requirements	9
ARTICLE 5 - ASSOCIATION BUSINESS	3	10.8 Residence Requirement	10
5.1 Leave Hours	3	10.9 Abuse or Excessive Use	10
5.2 Limits on Use	3	10.10 Bonus Time	10
5.3 Association Authorization	3	10.11 Payment Limitation	10
5.4 Application for Leave	3	10.12 Buy Back	10
5.5 Full-Time Association Positions	3	10.13 Buy Back Exclusion	11
5.6 Duties of Compensated Reps	3	10.14 Cash Out	11
5.7 Bulletin Boards	4	10.15 Death	11
5.8 Access to Briefings	4	10.16 Bridged Time	11
ARTICLE 6 - STRIKES AND LOCKOUTS	4	ARTICLE 11 - SPECIAL LEAVES	11
6.1 Strike	4	11.1 Military Leave	11
6.2 Lockout	5	11.2 Leave Without Pay	12
ARTICLE 7 - MANAGEMENT RIGHTS	5	11.3 Maternity/Paternity Leave	12
ARTICLE 8 - HOLIDAYS	6	11.4 Application and Examination Leave	13
8.1 Recognized Days	6	11.5 Catastrophic Leave	13
8.2 Weekend Holidays	6	Eligible employees	14
8.3 Eligibility	6	ARTICLE 12 - GRIEVANCE PROCEDURE	14
8.4 Holiday Work	6	12.1 Non-Discipline Grievance Procedure	14
8.5 Day Off	6	(A) Purpose	14
8.6 Day Off Work	6	(B) Discovery	14
8.7 Floating Holiday	6	(C) Definition	15
8.8 Compensation Options	7	(D) Process	15
ARTICLE 9 - VACATION LEAVE	7	Labor Mgt. Board	16
9.1 Purpose	7	(E) Time Limits	17
9.2 Accrual	7	Grievant	17
9.3 Accumulation	7	Department	17
9.4 Approval	7	(F) Other Disputes	18
9.5 Payout	8	(G) Documentation	18
9.6 Sellback	8	12.2. Appeal Procedure for Discipline	18
9.7 Professional Leave Day	8	(A) Purpose	18
ARTICLE 10 - SICK LEAVE	8	(B) Discovery	18
10.1 Accrual	8	(C) Definition	19
10.2 Pay	8	(D) Process	19
		Labor Mgt. Board	19
		(E) Resolution	21
		Exoneration/Discipline	21
		(F) Time Limits	22
		Employee/Association	22
		Department	22
		(G) Documentation	22

	20.1 Accident Prevention Bank	32
	20.2 Accrual and Use of Hours	32
ARTICLE 13 - COMPENSATION		22
13.1 Salaries		22
13.2 Civilian Positions		23
13.3 Assignment Differential Pay		24
13.4 Longevity		24
13.5 Jury/Court Pay		25
Jury		25
On-Duty Court		25
Off-Duty Court		25
13.6 Retirement		25
13.7 Shift Differential		25
13.8 Bilingual Pay		25
13.9 K9 Pay		26
ARTICLE 14 - CLOTHING ALLOWANCE		26
14.1 Classifications		26
14.2 Entitlement		26
14.3 Detention Positions		26
14.4 Non-Uniform Time Limit		26
ARTICLE 15 - MEDICAL BENEFITS		26
15.1 Contributions		26
15.2 Communications		27
15.3 Self Insurance Program		27
15.4 Deductions		28
15.5 Hold Harmless		28
15.6 Flexible Spending Account		28
15.7 Retirement Medical Trust Fund		28
ARTICLE 16 - DISABILITY		28
16.1 Service Connected		28
16.2 Compensation Integration		29
16.3 Sick Leave Utilization		29
16.4 Compliance With Administrative Procedures		29
16.5 Hours Computation		29
ARTICLE 17 - REDUCTION IN FORCE		29
17.1 Notice to Association		29
17.2 Provisions		29
17.3 Seniority Lists		30
ARTICLE 18 - HOURS		30
18.1 Work Week		30
18.2 Tour of Duty		30
18.3 Overtime		30
18.4 Callback		30
ARTICLE 19 - SENIORITY		31
19.1 Bridging Time		31
19.2 Application		31
ARTICLE 20 - ACC. PREVENTION. BANK		32
	ARTICLE 21 - LABOR/MGT MEETINGS	32
	21.1 Meetings	32
	21.2 Purpose	33
	21.3 Agenda	33
	21.4 Notice to Supervisors	33
	21.5 Compensation	33
	21.6 Minutes	33
	21.7 Resolutions	33
	ARTICLE 22- DUTY WEAPON	33
	22.1 Effective Date	33
	22.2 Reimbursement Amount	33
	22.3 Financial Responsibility	34
	22.4 Maintenance	34
	22.5 Replacement	34
	22.6 Voucher System	34
	22.7 Stock	34
	ARTICLE 23 - TRANSFERS	34
	23.1 Transfers	34
	ARTICLE 24 - RANDOM DRUG TESTING	35
	24.1 Effective Date	35
	24.2 Parameters	35
	24.3 Exceptions	35
	ARTICLE 25 - GENERAL PROVISIONS	36
	25.1 Savings Clause	36
	25.2 Contract/Civil Service Rule Duplication	36
	ARTICLE 26 - TERM OF AGREEMENT	36

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PREAMBLE

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

WHEREAS, both the Department 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 Department 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 Department and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Department 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

Pursuant to the provisions of the Local Government Employee-Management Relations Act, Chapter 288, Nevada Revised Statutes as amended, the Las Vegas Metropolitan Police Department, hereinafter referred to as "Department", recognizes the Las Vegas Police Protective Association, Inc., hereinafter referred to as the "Association", as the exclusive representative of the eligible Department employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the Department employees in the bargaining unit.

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

The Department and Association agree that members of the Department who have "Peace Officer" status are covered by N.R.S. 289 (Rights of Peace Officers) - Attachment B. Both parties will also comply with future legislative changes to N.R.S. 289. Those changes, if any, will supersede the rights listed below.

ARTICLE 2 - SCOPE OF AGREEMENT

2.1 Bargaining Unit. The term “employee” as used in this Agreement applies to those persons having a regular commissioned Civil Service appointment to the work force of the Department, excluding, however, appointive and other administrative employees, supervisory employees, confidential employees, employees in other recognized bargaining units, and temporary employees, except as specified below.

2.2 List of Eligible Classes.

	<u>Salary Range</u>
License Investigator	23
Police Officer II	21
Corrections Officer II	21
Police Officer I	20
Corrections Officer I	20

ARTICLE 3 - DEFINITIONS

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

ARTICLE 4 - ASSOCIATION SECURITY

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

Such funds shall be remitted by the Department to the Treasurer of the Association within one (1) month after such deductions. The Employee’s authorization for such deductions is revocable at the will of the employee, as provided by the law, and may be so terminated at any time by the employee giving 30 days written notice to the Department and the Association or upon termination of employment.

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

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

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

ARTICLE 5 - ASSOCIATION BUSINESS

5.1 Leave Hours. The Department agrees to provide each fiscal year leave hours based on 3.3 hours for the number of employees covered by this agreement, accumulative for the duration of this contract, for the use of PPA members to conduct association business including day-to-day operations, i.e., conventions seminars, training, conducting negotiations, and lobbying during the legislative session. This number will be determined based on the number of employees as of July 1 of each year. Once the maximum yearly hours are exceeded, vacation leave will be used.

Annotation: This section was changed in 2001 to equalize the and mirror the benefit that was provided in the supervisors and managers collective bargaining agreement in effect at the time.

5.2 Limits on Use. No more than one individual from a section/unit/squad may use Association leave at any given time. Exceptions may be granted by the Sheriff/designee.

5.3 Association Authorization. The Executive Director, or his designee, will determine the use of Association leave.

5.4 Application for Leave. Members relieved from duty for purposes listed above will submit LVMPD 2 (Application for Leave) through the chain of command to Payroll. The application of leave will indicate the hours absented are for Association business.

5.5 Full-Time Association Positions. Based on the leave hours accumulated in 5.1 Leave Hours, the Association may elect to use these hours to fill full-time Association Positions. Such positions will be filled by appointment of the Executive Director and confirmation of the LVPPA Board of Directors. The LVPPA Board of Directors may also elect to reimburse the Department for hours used beyond the hours defined in 5.1 for one additional full-time position.

Annotation: This section was changed in 2001 to allow that these hours may be used to fill full-time Association positions as determined by the Executive Director and LVPPA Board of Directors.

5.6 Duties of Compensated Representatives. The representatives so elected shall devote the full time provided by the Department to matters of collective bargaining or representation for Las Vegas

Metropolitan Police Department's commissioned employees. Any time devoted by the representatives to employees of any other entity must be on other than the hours provided by the Department for this position.

Annotations: In 1997, the article was modified to allow the Association greater flexibility in use of Association leave time without impacting operations. The compensation specified in this article will only be paid to employees of the department and members of the bargaining unit. For the 1997 interest based negotiations, it was agreed that time for collective bargaining would not be deducted from the leave bank.

5.7 Bulletin Boards. It is the right of the PPA Board of Directors or their designee to use the provided space on the bulletin boards for the posting of notices concerning legitimate Association business. A copy of all material to be posted will be sent to the Sheriff and/or his representative when posted.

It is understood that no material will be posted, distributed or circulated by any employee while in or on LVMPD property which contains:

- < Untrue personal attacks upon any member or any other employee;
- < Untrue scandalous, scurrilous, or derogatory attacks upon Administration or the LVPPA;
- < Untrue attacks on any other employee association regardless of whether the organization has local membership;
- < Attacks on and/or favorable comments regarding a candidate for any public political office.

Any Association member claiming that this section has been violated is responsible for filing a Brief of Complaint.

5.8 Access to Briefings. The Association is entitled to address members of the bargaining unit at briefing sessions on issues relating to the administration of this collective bargaining agreement. Discussions relating to the Association's recognition as the exclusive bargaining agent are not authorized. Access to briefing sessions will be approved by the Executive Director and the appropriate Division Chief who will mutually agree upon the schedule and amount of time taken by the Association during such briefing sessions.

Annotation: This section was added to clarify when it is appropriate for the Association to attend and make presentations at Department briefing sessions. It was agreed between the parties that such Association business would be limited to contract administration and interpretation, legislative and insurance related issues.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.1 Strike. The Association will not promote, sponsor, or engage in any strike or any slowdown, interruption of work or operation, concentrated stoppage of work, absence from work upon any pretext

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or excuse such as illness, which is not founded in fact, against the Department; or any other intentional interruption of the operations of the Department, regardless of the reason or reasons for so doing.

It is also understood that the Association and the Department will adhere to the provisions of N.R.S. 288.240, 288.250, 288.260, and 288.270.

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

ARTICLE 7 - MANAGEMENT RIGHTS

The Department and the Association agree that the Management officials of the Department possess the sole right to operate the Department and that all Management rights remain with those officials. These rights include, but are not limited to:

- < Hire, direct or transfer employees; except when such assignment or transfer is done as a part of disciplinary purposes.
- < Reduce in force, or lay off any employee because of lack of work or lack of money.
- < Determine appropriate staffing levels and work performance standards, except for employee safety considerations.
- < Determine work schedules, tours of duty, and daily assignments.
- < Determine quality and quantity of services to be offered to the public and the means and methods of offering those services.
- < Determine the content of the work day, including without limitation workload factors, except for employee safety considerations.
- < Take whatever action may be necessary to carry on its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of this collective bargaining agreement for the duration of the emergency. Any action taken by the Department under the provisions of this subsection shall not be construed as a failure to negotiate or keep the intended good faith.
- < Manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its employees.

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- < Promote employees and determine promotional procedures, as provided in N.R.S. 280.310.
- < Educate and train employees and determine corresponding criteria and procedures.
- < The Department shall have such other exclusive rights as may be determined by N.R.S. 288.150.

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ARTICLE 8 - HOLIDAYS

8.1 Recognized Days. The Department and the Association agree that the legal holidays shall be:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Day before Christmas
Labor Day	One Floating Holiday
Nevada Day	

Any legal holiday specifically appointed for local government employees by the President of the United States, except for any Presidential appointment of the fourth Monday in October as Veterans' Day.

8.2 Weekend Holidays. If any of the above holidays (excluding floating) fall on Sunday, the following Monday shall be considered as the legal holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday.

8.3 Eligibility. All full-time employees who are employed 80 hours per pay period, shall be entitled to time off for such legal holidays. All full-time employees, in order to be entitled to a legal holiday as provided, shall be on full pay status on their scheduled work day immediately preceding and immediately following such holiday.

8.4 Holiday Work. Employees who work on a legal holiday as part of their regular work schedule shall receive their normal salary for the holiday(s) on a straight time basis for the hours worked. Also, employees shall receive an additional eight (8), nine (9), ten (10), or 12 hours of vacation leave, or straight time pay, depending upon their regular scheduled shift for that day.

8.5 Day Off. Employees whose regularly scheduled day off falls on a legal holiday shall receive eight (8), nine (9), ten (10), or 12 hours of vacation leave or straight time pay depending upon their regular work schedule.

8.6 Day Off Work An employee required to work on a legal holiday which falls on his scheduled day off shall be paid overtime (time and one half) for hours actually worked. Additionally, the employee will receive eight (8), nine (9), ten (10), or 12 hours of vacation leave or straight time pay depending upon their regular work schedule.

Annotation: During 1997 negotiations, an issue regarding scheduling work on a holiday arose. The parties agreed scheduling was to be maintained as a management right, but issues of equitable scheduling and flexibility could be raised with the chain of command and be discussed or resolved in a labor/management committee. As a result of this discussion no changes were made in the contract regarding this issue.

8.7 Floating Holiday. The floating holiday may be used by the employee as a vacation day. Employees shall be eligible to use their floating holiday after completion of six (6) months of continuous full-time service. If the employee requests the day at least one week in advance of his/her desired use, the supervisor may not deny use of the floating holiday without approval from the next level of supervision. The

floating holiday is to be taken as a full day according to the employee's regular work schedule, eight (8), nine (9), ten (10) or 12 hours.

Annotation: This was revised in 1997 to eliminate the arbitrary application of the terms "unusual and dire." The parties wanted to establish clarity and retain some protection for employees to take their floating holiday. It is intended that if an employee does not make a request as specified in this language, the request will be treated by the supervisor as an unscheduled vacation day. This section was modified in 2001 to clarify the Department's current practice relating to the use of the floating holiday after six months.

Annotation: This Article was amended in 2001 to include 9-hour shift and to provide leave time or pay based on the employee's scheduled shift for that day.. For example, a 10-hour employee whose regularly scheduled day off falls on a legal holiday shall receive 10 hours of vacation leave or straight time.

8.8 Compensation Options. Pursuant to the provisions above, employees covered by this Agreement may twice a year select the option of pay or vacation leave for holidays. The employee's selection will remain in effect until a change is made. Any changes made are due in Payroll by June 5th to be effective on the July 4 holiday and due in Payroll by December 5th to be effective for the December 24 holiday. If selection is not made, vacation leave will be given.

Annotation: The change in 8.8 Compensation Options was made to give the employee more flexibility to select the type of compensation they want to receive. The PPA Vice President and the Executive Director of Personnel will select the dates when selection can be made and members will be notified through department administrative notice and the PPA newsletter. (1997)

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ARTICLE 9 - VACATION LEAVE

9.1 Purpose. The Department and the Association agree that vacation leave is provided to employees for purpose of rest and relaxation from their duties and for attending to personal business.

9.2 Accrual. Employees shall be eligible to take vacation leave after completion of six (6) months of continuous full-time service. Vacation leave shall accrue at the maximum rate of 4.62 hours per pay period during which an employee is in a paid status, excluding overtime. After 15 years of continuous service, vacation leave shall accrue at the maximum rate of 6.15 hours per pay period during which an employee is in a paid status, excluding overtime. Effective July 1, 2001, after 20 years of service vacation leave shall accrue at a maximum rate of 7.68 hours per pay period during which an employee is in a paid status, excluding overtime.

9.3 Accumulation. Vacation leave may be accumulated up to a maximum of 240 hours during the first ten (10) years of service, 280 hours ten (10) to 15 years of service and 320 hours thereafter. Any vacation leave which exceeds the allowed maximum shall be forfeited on December 31st of each calendar year.

Employees with more than six (6) months service who leave the service of the Department are entitled to payment for unused vacation leave which has not been forfeited in accordance with 9.3 computed on the employee's rate.

9.4 Approval. Application for vacation leave must be approved in advance of taking leave. An employee on authorized vacation leave may be granted an extension thereof upon his/her request.

Upon approval by the Department Head, an employee may be advanced vacation leave.

An employee who has taken advance vacation leave beyond that accrued at the time of separation shall make restitution for such leave, either by deduction from any amount owed him/her by the Department or by cash refund.

9.5 Payout. Upon the death of an employee, the Department will make a lump sum payment of accrued vacation leave and other compensation due to the employee's most recently designated beneficiary on file or, if no designated beneficiary, to the employee's estate.

Employees on the Department's payroll as of June 30, 1982, who have had a break in service, shall have their vacation leave accrued as if their combined years of service were continuous and without break. For persons hired or rehired on July 1, 1982, or thereafter, the provisions of paragraph B shall be applied and any break in service shall not be bridged for the purpose of accruing vacation leave.

9.6 Sellback. Any employee who has completed probation in a Department position and has maintained continuous service, may elect to exchange up to 40 hours vacation leave for up to 40 hours of gross salary, excluding overtime. The rate of pay will be the same as what is received if the employee were to work his/her regular shift.

Sellback of vacation leave shall only be done on the first payday of each December. Employees shall submit their request for sellback by the following dates: November 9, 2001; November 8, 2002; November 7, 2003; and November 12, 2004.

Annotation: This section was changed to eliminate the control that was mandated by the previous language regarding taking vacation in the calendar year and having mandated time on the books. This was agreed to with the understanding employees would be responsible for managing their time, and they will not be eligible for leave advances if they deplete their vacation leave bank.

Additionally, term non-probationary is not intended to apply to promotional situations.

9.7 Professional Leave Day. Employees are authorized one (1) professional leave day annually. This day must be used by June 30th of each fiscal year and can only be denied in unusual or dire circumstances.

ARTICLE 10 - SICK LEAVE

10.1 Accrual. The Department and the Association agree that all full-time employees shall accrue four (4) hours of sick leave per pay period, or .05 hours for each hour of actual paid service in that pay period, excluding overtime.

10.2 Pay. Employees shall be paid their current rate of pay for each hour of sick leave used. The rate of pay will be the same as what is received if the employee were to work his/her regular shift.

Annotation: This section was changed in 2001 to clarify that rate of pay is inclusive of all regular compensation the employee receives, exclusive of overtime.

10.3 Utilization. Upon approval of the Department, sick leave may be used by employees who are:

< Illness or Injury. Incapacitated from the performance of their duties by illness or injury, or

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- < Public Health Requirements. Whose attendance is prevented by public health requirements, or
- < Doctor Appointment. Required to absent themselves from work for the purpose of keeping an appointment with the doctor (up to a maximum of four (4) hours for any one appointment), or
- < Bereavement. Required to absent themselves from work for bereavement subsequent to the death of a member of their immediate family (up to a maximum of 48 hours per occurrence). The Sheriff/designee may grant more than 48 hours, not to exceed 240 hours, upon request of the employee or;
- < Medical Emergency. Required to absent themselves from work to personally care for a member of their immediate family in those medical emergencies which require the employee's prompt attention. Emergency leave shall be taken as sick leave, except for a one-time provision of 48 hours of vacation leave that may be used per fiscal year.

Annotation: In 1997 the parties modified 10.3 Utilization to allow flexibility for employees to use sick leave for a significant other person that they consider a mate. It was agreed this flexibility was not to be extended anywhere else in the contract. This section also allows for an extension of time by the Sheriff/designee in an extraordinary loss.

10.4 Approval/Notice. All sick leave shall be approved by the designated Department representatives. Employees who do not become ill on the job shall call in as required by Department policy before the beginning of their shift when using sick leave.

10.5 Immediate Family. Immediate family shall be defined as the husband, wife, parent brother, sister, child, grandchild, grandparent, mother/father-in-law, sister/brother-in-law, son/daughter-in-law or significant other. For the purpose of section 10.3 only, significant other shall be interpreted to apply when it involves a person the employee lives with that they consider a mate.

Annotation: This provision was deleted in 1997, because it was ineffective and didn't serve the purpose of preventing people from using all their sick leave.

10.6 Family and Medical Leave. Determination as to the eligibility of Family and Medical Leave must be made prior to, if foreseeable, or during the use of sick leave and the employee must be advised before returning to work of the status of that leave. Employees with questions about FMLA should consult with the Health and Safety Manager or his designee and/or the Association for clarification.

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

- < Sick Leave Request: Employees are required to file and sign a sick leave request as evidence that the reason for the employee's absence was a legitimate use of sick leave as outlined above within 24 hours of returning to work.
- < Certificate of Recovery and Fitness: A Certificate of Recovery and Fitness shall be submitted by all employees upon return to work from any illness that required the use of sick leave for three (3) or more consecutive scheduled working days if the employee is requested to do so by the Sheriff

or his designee. Such certificate shall be signed by a physician and shall state that the employee is capable of returning to work.

10.8 Residence Requirement. Employees shall be at their place of residence, a medical facility, or their doctor's office, or shall notify their supervisor of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purpose, or other such activity when an employee is on sick leave is considered evidence of abuse of sick leave unless approved in advance in writing by the Sheriff or designee.

10.9 Abuse or Excessive Use. Utilization of sick leave for purposes other than those defined in this Contract shall be considered evidence of abuse. Supervisors may discipline employees when evidence of abuse exists and for excessive use of sick leave. Discipline will not be applied for extended illnesses or injuries.

Annotation: This section was changed in 1997, to allow the parties the flexibility to apply progressive discipline to employees that are using sick leave in a manner that has a negative impact on other employees and operations. The parties agreed that as a general rule, any person that uses eight (8) or more sick leave days per year is excessive. It was understood that eight (8) days is not a specific standard, but merely a guideline for supervisors when assessing circumstances surrounding the absences of employees (e.g. supervisors will look at historical attendance, patterns of use, etc.). For the purpose of an extended illness or injury, the FMLA standard will apply.

10.10 Bonus Time. Employees who have taken no more than three (3) days sick leave for purposes other than bereavement during his/her employment year shall receive three (3) shifts of bonus time hours based on the employee's regular work schedule (eight (8), nine (9), ten (10) or 12 hours) at the time of accrual (employee's hire date), which shall be credited to the employee's bonus leave account the following pay period. An employee hired after January 1, 1982, may only accumulate 144 hours of bonus time.

Whenever an employee exceeds two incidents or 96 hours of bereavement leave in their employment year, bonus time will not be granted. The Sheriff/designee may grant approval of bonus time under special circumstances if an employee exceeds the limits specified in this paragraph.

Annotation: With regard to "Bonus Time," the change was made in 1997 to limit use of bereavement leave so as to not allow bonus time to accrue when there is excessive use of the bereavement leave provision and create an environment for abuse. The parties understood there may be extreme situations where there would be extraordinary use and the Sheriff/designee may still grant the bonus time benefit. This section was modified in 2001 to reflect the accrual of bonus time based on the employee's regular work schedule. For example, an employee working a 10-hour work schedule will receive 30 hours of bonus time (3 shifts) if he/she takes fewer than three days of sick leave during the year.

10.11 Payment Limitation. Employees hired or rehired after July 1, 1988, may not receive payment for more than one thousand (1,000) hours of accumulated sick leave at time of termination, retirement, or resignation.

10.12 Buy Back On the first payday of December of each year, the Department shall buy back up to 50% of all sick leave hours accrued above the 1,000 hour maximum payoff limit, subject to provisions of the paragraph below. The sick leave accrual that was not bought back by the Department shall become a sick leave "bank" which can be used by the employee only after regular sick leave hours are exhausted. Banked sick leave shall not be eligible for payoff at any time, including at separation.

To be eligible for sick leave buy back, an employee must have used 80 hours or less of sick leave in the twelve-month period immediately preceding the buy back. If the employee used between 41 and 80 hours

of sick leave in the twelve-month period immediately preceding the buy back, the Department will buy 25% of the accumulated leave above the 1,000 hour cap. If the employee used 40 or fewer hours of sick leave in the twelve-month period immediately preceding the buy back, the Department will buy 50% of the accumulated leave above the 1,000 hour cap.

For the purpose of determining the sick leave usage threshold in sections 10.10 and 10.11, bereavement leave will be excluded.

10.13 Buy Back Exclusion. Although employees hired, or rehired, after July 1, 1994, may accumulate unlimited hours of sick leave, they will only receive payment for 1,000 hours of that accumulated sick leave at time of termination, retirement, or resignation. No portions of 10.11 and 10.12 above are applicable to employees hired after July 1, 1994.

10.14 Cash Out. If a permanent employee leaves the Department after ten (10) years of continuous service, the employee shall receive payment for 50 percent of the employee's allowable sick leave accumulation computed at the base salary rate plus longevity. After 15 years of continuous service, the employee shall receive payment for 62.5 percent and after 20 years of continuous service, payment for 75 percent of the employee's sick leave accumulation. An employee hired after July 1, 1988, may utilize the benefit of this provision one (1) time only.

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

10.16 Bridged Time. Employees on the Department payroll as of June 30, 1982, who have had a break in service, shall have their sick leave payoff computed as if their combined years of service were continuous and without break. For persons hired or rehired on July 1, 1982, or thereafter, the provisions of 10.11 shall be applied and any break in service shall not be bridged for the purpose of determining total years of service.

ARTICLE 11 - SPECIAL LEAVES

11.1 Military Leave. An employee having a reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard, upon request to serve on active duty or inactive duty for training as outlined in the provisions of N.R.S., shall be granted a maximum of 30 shifts of leave and pay.

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

At the beginning of each calendar year or after a change in status or assignment, the employee will provide their immediate supervisor with documentation establishing reserve status and unit assignment. Such documentation shall include the name and phone number of the reservist's commanding officer or designee as a contact point. The employee will provide an annual training schedule, or orders in case of active duty,

by the first scheduled work day after such documentation becomes available to the employee. These documents are to be maintained in the employee's bureau file.

The employee will provide an LVMPD 2 , Application for Leave form, to their immediate supervisor two weeks prior to their scheduled military leave, when possible . The approved leave slip will serve as full documentation for Payroll purposes.

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

For the purpose of this section, an "approved scheduled vacation" means any vacation request submitted to the immediate supervisor 2 weeks or more in advance and is approved.

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

Annotation: This provision was changed to clarify that most military leaves are not under specific written orders. Additionally, these changes will not impact the current practice allowing the flexible use of the 15 days prescribed by NRS in effect in 1997. This section was changed in 2001 to increase the number of shifts an employee could use for military leave. It is intended this time is inclusive of the number of days provided by the NRS.

11.2 Leave Without Pay. Leave without pay may be granted an employee for purposes normally covered by sick, vacation, bonus or floating holiday leave when all paid leave balances have been exhausted or for other justifiable reasons.

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

Continuous leave without pay for periods in excess of 160 work hours must be approved as designated by the Department. Continuous leave without pay in excess of ninety (90) calendar days must be approved by the Civil Service Board as well.

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

11.3 Maternity/Paternity Leave. Employees shall be entitled to leave for maternity/paternity purposes commencing as determined below and extending up to six (6) months following the birth/adoption of the child.

An employee, upon becoming aware of her pregnancy, shall obtain a statement from her physician stating that the physician has reviewed the job specifications of the employee and that it will not be injurious to her health or the health of the expected child for her to continue working. After the initial statement has been

presented to the employee's supervisor* and forwarded to Risk Management, a similar statement shall be presented monthly, commencing with the sixth month of pregnancy. Employees complying with these provisions shall be entitled to work as long as they continue to present such monthly statements or until the date specified by their physician as the date beyond which they should not be permitted to work. If the employee fails to present any required monthly statement within five days of the date due, she may be placed on maternity leave after three (3) calendar days notice by the Department.

*Acting Supervisor or next level in chain of command if the employee's supervisor is unavailable.

Employees may use none, any, or all of their sick leave, vacation leave, bonus leave, floating holiday leave or leave without pay, for maternity/paternity leave purposes. All leaves should be taken as one continuous leave period (unless special circumstances clearly show a legitimate need for broken periods of leave) with the leave without pay being the last to be designated. By the sixth month of pregnancy, employees should make an appointment with the Health and Safety Section, Personnel Bureau to develop a tentative plan for leave usage.

Annotation: This section was modified to eliminate reference to the Family Medical Leave Act. The parties agreed the provisions of this contract provide employees with time off beyond that provided by the Family Medical Leave Act. For example, a husband and wife who both work for the Department, and each wishes to take leave for the birth of a child, or adoption or placement of a child in foster care, each are entitled to six months leave. The Family Medical Leave Act would restrict time off to 12 weeks to be shared by the husband and wife.

11.4 Application and Examination Leave. An employee shall be permitted reasonable time off with pay during the employee's shift to make application and/or take an examination for Departmental promotional or transfer opportunity. In no case shall an employee become eligible for overtime as a result of competing for a promotional or transfer opportunity.

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

The request must be accompanied by:

- < A medical statement from the attending physician, explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work.
- < Evidence of the Bureau Commander's approval of leave of absence.

A committee appointed by the Association and the Department will review the request to verify the employee's eligibility to receive leave donations.

The Association will conduct the solicitation of donations and will be limited to an information-only solicitation, with no personal lobbying by employees. Solicitations will be conducted for 30 calendar days and all donations will be submitted to the Association on the provided form.

Current contract can be found here: <http://www.lvppa.com/pdfs/contract.pdf>

Donations can be made from the donor's bonus hours, vacation leave, and/or floating holiday. Sick leave cannot be donated. The minimum donation is four (4) hours. Employees must have a vacation leave balance of at least 40 hours after the donation.

The Association will forward donations to the Department Payroll Section, where the donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to sick leave at the hourly rate of the recipient. If any donated sick leave hours remain at the end of the catastrophic leave, they will be transferred to the Catastrophic General Fund Account.

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

Eligible employees:

- < The Catastrophic Leave Program is available to all collective bargaining unit employees who require a minimum of 80 hours leave.
- < Employees must be off probation and/or at least be employed by the Department for six (6) months prior to becoming eligible for the Catastrophic Leave Program.
- < Employees must meet the following definition of catastrophic illness/injury:
"Catastrophic illness/injury is an illness or injury that keeps an employee from performing the duties of their job (i.e., the employee is hospitalized, homebound or is the primary care giver to a member of their immediate family). The illness or injury cannot be a result of an illegal act, nor can it be self-inflicted."
- < Employees with work-related Worker's Compensation claim are not eligible for the Catastrophic Leave Program.

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

Annotation: This section was modified in 2001 to allow 30 calendar days to solicit donations of leave time.

Annotation: Family Medical Leave provisions were removed from this article in 2001 because Department Procedure 5/101.17 covers how the Department applies the Act.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 Non-Discipline Grievance Procedure

(A) Purpose. The purpose of the following provision is to set forth, simply and clearly, the methods and procedures for the various types of non-disciplinary disputes that may arise between the parties hereto.

(B) Discovery. When the Association becomes involved in a potential dispute and needs information to determine whether or not a grievance should be filed, a request for discovery shall be made. The Association representative and a representative from Labor Relations will discuss what discovery is necessary and such information will be made available. The Association/employee will be required to reimburse the Department in accordance with the schedule produced by the Office of Budget and Management as approved by Fiscal Affairs. In the event overtime is necessary to fulfill the Association/employee request for discovery and the parties agree the production cannot be delayed to avoid overtime, the Association/employee shall be responsible for all overtime costs associated with the request.

In the event a dispute arises as to what materials are discoverable, the Association may bring the dispute to the Deputy Chief of Human Resources.

All materials provided the Association during this discovery procedure shall at all times remain confidential and not be shared with other parties unless such material is clearly a matter of public record.

(C) Definition. A grievance shall be defined as a dispute regarding the application or interpretation of a provision of the Collective Bargaining Agreement between the Department and the PPA. A grievant may have a representative of his/her choice at any or all steps.

A grievance shall be handled in the manner set forth herein. Other disputes which may arise between the Department and its employees, which do not meet the definition of a grievance, shall be handled in the manner designated for such disputes.

(D) Process. If a dispute cannot be resolved informally, the employee shall file the grievance in writing within 30 calendar days of the employee's knowledge of the occurrence giving rise to the dispute. All grievances filed in writing shall be dated as of the date the employee had knowledge of the occurrence giving rise to the dispute and shall specify the Collective Bargaining Agreement provisions alleged to have been violated. The grievance shall specify the facts known and available, which are alleged to constitute the violation.

Step 1 (Informal). When an employee has a dispute as defined above, the employee, shall discuss the dispute with his/her immediate supervisor and the next higher level of supervision - the supervisor will consult with the labor relations section prior to this discussion and a representative from labor relations may be present for the discussion, if requested. The employee may have Association representation at this and subsequent meetings. If no Association representation is present, Labor Relations will be notified in order to inform the Association of the issue in dispute. The Association will have a like responsibility to Labor Relations when they are involved in a contract dispute. If the employee is not satisfied with the decision or none is rendered within five (5) calendar days of their discussion, the employee/Association may move the issue to Step 2 by reducing the dispute to a written grievance as specified in section 12.1(D) Process.

Step 2. If not resolved at Step 1, the grievance shall be filed with the Bureau Commander, Commander, Deputy Chief or the Undersheriff (or their designees) depending on the employee's rank and/or chain of command. If the matter giving rise to the grievance occurred at the Bureau Commander level, the grievance will be filed at the next level of supervision above the Bureau

Commander. The Step 2 reviewer shall initiate an investigation of the grievance and shall try to verify the facts alleged in the grievance. Within 15 calendar days of the filing of the grievance at Step 2, the reviewer will hold a meeting with the grievant, and Association representative, in an effort to explain the results of the investigation - the reviewer will consult with the labor relations section prior to this discussion, and a representative from labor relations may be present for the discussion, if requested. The Step Two reviewer shall submit to the grievant and the Association a written response to the grievance, including a summary statement of the findings of the investigation within 22 calendar days of the filing of the grievance at Step 2. This shall complete Step 2 of the procedure.

Step 3. If the Association is not satisfied with the response provided in Step 2, the Association may request, within 30 calendar days of receipt of the Step 2 response, that the matter be resolved by a Labor/Management Board selected by the Department and Association. The decision of this board shall be final and binding on the parties, but in no event shall the board have any authority to exceed or alter any provisions of this contract. The Board will hold the hearing within 30 calendar days of the request for hearing, or as soon thereafter depending on schedules of the board participants.

Labor Management Board. The Labor Management Board will be comprised of a five (5) member panel. The board shall consist of two (2) appointed Department employees (at schedule D or above) selected by the Department and two (2) employees from the bargaining unit selected by the Association. The fifth (5th) member shall be an at-large member that is not a current employee, but who is familiar with the Department and contract interpretation. The fifth (5th) member will be selected by the other members of the board, and will serve as the Chairperson. No members of the board can be a party to the dispute. The Board will have the authority to rule on procedural matters raised at the hearing with the basic understanding that the proceeding is intended to be informal and speedy, and that the procedural guidelines provided below shall be followed. The board will be selected by the parties when a dispute is not resolved at Step 2 and the Association carries the matter to Step 3.

The fifth member of the board will be selected from a standing list of three (3) approved by the Association and the Department. The Association and Department will meet to develop this list and will periodically review and update the list as deemed necessary. The Association and Department board members will mutually select the fifth member from this list. If mutual agreement cannot be reached, the fifth member will be selected by a random drawing.

Procedural Guidelines for Hearing.

- i The parties may designate who will represent them at the hearing. Each representative may have up to two (2) other persons present to provide administrative support. Other persons may be present at the hearing upon mutual agreement of the representatives.
- ii Prior to the hearing, the designated representatives will meet in a prehearing conference. The purpose of this meeting will be to do the following:

- C Develop stipulations as to the issue and pertinent facts. The stipulated issue and facts, along with those facts that are not agreed upon, will be submitted in writing to the board at least three (3) days prior to the hearing. If no agreement is reached on a statement of the issue, each party will provide a statement of the issue as they see it, and it will be left to the board to decide which issue statement is appropriate prior to the start of the hearing. No facts may be raised at the hearing that have not been presented to the board in the written statement referenced herein, unless mutually agreed by the representatives. Additionally, the board may limit the presentation of evidence on disputed facts they believe are not relevant for them to render a decision.
- C **Exchange witness lists.** Each representative may call up to three (3) witnesses, unless there is mutual agreement between the representatives to allow more to be called. All department witnesses will be required to attend, will be paid if off duty, and will not suffer any loss of pay if on-duty.
- C **Exchange exhibits.** Exhibits will be exchanged by the representatives and no other exhibits will be allowed in the hearing unless it is necessary to dispute testimony or validity of exhibits.

The parties will exchange witness lists and exhibits at least seven (7) days prior to the hearing. In the event this exchange is not completed in a timely fashion and there is no agreement by the parties to accept the late submission, the board will accept the exhibits and witnesses, make a determination if any prejudice might arise as a result of the late submission and, based on that determination, may reset the hearing.

- iii Meetings and hearings will be closed and there will be no taping or minutes taken. The individual representatives and support personnel may take individual notes for their own purpose.
- iv The board may deny the grievance or grant the grievance. If the grievance is granted, the board will determine the appropriate remedy.
- v The board will render a bench decision the same day of the hearing. The decision will be verbal, but will be placed in writing by the Department representative. The written document will require approval from the Association representative. If no agreement is reached on the written decision, the board will be reconvened in order to finalize the decision.
- vi The decision of the Board shall be final and binding.

(E) 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 a holiday.

Grievant - Failure on the part of the grievant to file or 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 PPA to respond on the employee's behalf.

Department - Failure on the part of the Department's representatives to answer the grievance in the time limits established in the preceding paragraphs presumes that the satisfaction requested will be provided. However, in the event the Department representative is unavailable during the response period the Department may designate, in writing, another representative to respond to the grievance.

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

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

(F) Other Disputes. Disputes which do not fall within the definition of a grievance set forth in section 3 above, and which challenge the legality, including the constitutionality or the propriety, or the reasonableness of a Departmental Rule, written rules, orders, regulations, policy or procedure that govern the Department, shall first be referred by the employee involved to the PPA, as the exclusive representative of the bargaining unit within the Department pursuant to the provisions of NRS 288. If the PPA deems it appropriate to pursue the dispute, it is to be filed in the first instance with the Deputy Chief as appropriate to the chain of command. A meeting will be scheduled by the Deputy Chief with the PPA, for the purpose of resolving this dispute. If the dispute is not resolved in the meeting, or meetings held, the Deputy Chief shall, within 15 calendar days of the conclusion of such meetings, furnish the PPA with a written response to the issue raised. If the PPA wishes to pursue the matter further, it may do so as allowed within the confines of NRS 288.

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

(G) Documentation. A copy of all grievances shall be forwarded to the PPA and the labor relations section immediately upon filing with the Department.

12.2. Appeal Procedure for Discipline

(A) Purpose. The purpose of the following provision is to set forth, simply and clearly, the methods and procedures for the various types of disciplinary disputes that may arise between the parties hereto.

(B) Discovery. When the Association becomes involved in a potential dispute and needs information to determine whether or not a grievance should be filed, a request for discovery shall be made. The Association representative and a representative from Labor Relations will discuss what discovery is necessary and such information will be made available. The Association/employee will be required to

reimburse the Department in accordance with the schedule produced by the Office of Budget and Management as approved by Fiscal Affairs. In the event overtime is necessary to fulfill the Association/employee request for discovery and the parties agree the production cannot be delayed to avoid overtime, the Association/employee shall be responsible for all overtime costs associated with the request.

In the event a dispute arises as to what materials are discoverable, the Association may bring the dispute to the Deputy Chief of Human Resources.

All materials provided the Association during this discovery procedure shall at all times remain confidential and not be shared with other parties unless such material is clearly a matter of public record.

(C) Definition. An appeal shall be defined as a dispute regarding the application of a disciplinary action. For the purpose of this procedure, a written reprimand or greater is considered discipline. An oral reprimand/warning, may only be appealed to Step 1 of this procedure and the decision of the reviewer shall be final at that step. An appellant may have a representative of his/her choice at any or all steps.

An appeal shall be handled in the manner set forth herein. Other disputes which may arise between the Department and its employees, which do not meet the definition of an appeal, shall be handled in the manner designated for such disputes.

(D) Process. All appeals shall be filed in writing within 15 calendar days of the date the employee has received a signed copy of the adjudication and the appeal shall specify the Civil Service Rule, or the Department Rule, written order, or regulation upon which discipline is imposed. The appeal shall also specify any information relevant to the employee's reason for appealing.

Step 1. Appeals shall be filed with the Bureau Commander, Commander, Deputy Chief or the Undersheriff (or their designees) depending on the employee's rank and/or chain of command. If the matter giving rise to the appeal occurred at the Bureau Commander level the appeal will be filed at the next level of supervision above the Bureau Commander. The reviewer shall initiate an investigation of the appeal. Within 15 calendar days of the filing of the appeal, the reviewer will hold a meeting with the appellant, and a representative in an effort to explain the results of the investigation. The reviewer shall submit to the appellant and the Association, a written response to the appeal, including a summary statement of the findings of the investigation within 22 calendar days of the filing of the appeal.

Step 2 for Discipline of 80-hour Suspension or Less. If the appellant is not satisfied with the response provided in Step 1, the Association will request, within 30 calendar days of receipt of the Step 1 response, that the matter be resolved by a Labor/Management Board selected by the Department and Association. The decision of this board shall be final and binding on the parties, but in no event shall the board have any authority to exceed or alter any provisions of this contract or any rules, regulations, policy or procedure that govern the Department. The Board will hold the hearing within 90 calendar days of the request for hearing, or as soon thereafter depending on schedules of the board participants and upon their mutual agreement.

Labor Management Board. The Labor/Management Board will be comprised of a five (5) member panel. The board shall consist of two (2) appointed Department employees (at schedule D or above) selected by the Department and two (2) employees from the bargaining unit selected by the Association. The fifth (5th) member shall be an at-large member that is not a current employee, but who is familiar with the Department and contract interpretation. The fifth (5th) member will be selected by the other members of the board, and will serve as the Chairperson. No members of the board can be a party to the dispute or have participated in the disciplinary decision. The Board will have the authority to rule on procedural matters raised at the hearing with the basic understanding that the proceeding is intended to be informal and speedy, and that the procedural guidelines provided below shall be followed. The board will be selected by the parties when a dispute is not resolved at Step 1 and the Association carries the matter to Step 2.

The fifth member of the board will be selected from a standing list of three (3) approved by the Association and the Department. The Association and Department will meet to develop this list and will periodically review and update the list as deemed necessary. The Association and Department board members will mutually select the fifth member from this list. If mutual agreement cannot be reached, the fifth member will be selected by a random drawing.

Procedural Guidelines for Hearing

- i The parties may designate who will represent them at the hearing. Each representative may have up to two other persons present to provide administrative support. Other persons may be present at the hearing upon mutual agreement of the representatives.
- ii Within 15 days after appeal to the Labor Management Board is requested, the designated representatives will meet in a pre-hearing conference. The purpose of this meeting will be to do the following:
 - C Develop stipulations as to the issue and pertinent facts. The stipulated issue and facts, along with those facts that are not agreed upon, will be submitted in writing to the board at least three (3) days prior to the hearing. If no agreement is reached on a statement of the issue, each party will provide a statement of the issue as they see it and it will be left to the board to decide which issue statement is appropriate prior to the start of the hearing. No facts may be raised at the hearing that have not been presented to the board in the written statement referenced herein, unless mutually agreed by the representatives. Additionally, the board may limit the presentation of evidence on disputed facts they believe are not relevant for them to render a decision.
 - C Exchange witness lists. Each representative may call up to five (5) witnesses, unless there is mutual agreement between the representatives or the board determines it is necessary to allow more to be called. All department witnesses will be required to attend, will be paid if off-duty, and will not suffer any loss of pay if on-duty. Association witnesses will not suffer any loss of pay if on-duty.

Current contract can be found here: <http://www.lvppa.com/pdfs/contract.pdf>

- C Exchange exhibits. All exhibits will be exchanged by the representatives and no other exhibits will be allowed in the hearing unless it is necessary to dispute testimony or validity of exhibits.

The parties will exchange witness lists and exhibits at least seven (7) days prior to the hearing. In the event this exchange is not completed in a timely fashion and there is no agreement by the parties to accept the late submission, the board will accept the exhibits and witnesses, make a determination if any prejudice might arise as a result of the late submission and, based on that determination, may reset the hearing.

- iii Meetings and hearings will be closed and there will be no taping or minutes taken. The individual representatives and support personnel may take individual notes for their own purpose.
- iv The Department has the burden of proof on disciplinary matters and will present its case first.
- v The board may deny the appeal or grant the appeal. If the appeal is granted, the board will determine the appropriate remedy.
- vi The board will render a bench decision the same day of the hearing. The decision will be verbal, but will be placed in writing by the Department representative within 10 calendar days of the hearing. The written document will require approval from the Association representative. If no agreement is reached on the written decision, the board will be reconvened in order to finalize the decision.
- vii The decision of the Board shall be final and binding.

Step 2 for Discipline Greater than 80 Hour Suspension. If the appellant is not satisfied with the response provided in Step 1, the Association will request, within 30 calendar days of receipt of the Step 1 response, that the matter be resolved by an arbitrator. A list of eligible arbitrators will be utilized by the parties on a rotational basis, based upon their availability within 90 days of date of selection. The first arbitrator on the list will be notified of his appointment and the hearing will be scheduled within 90 days of the notice to the arbitrator. If the selected arbitrator cannot serve within 90 days, the next arbitrator will be scheduled under the same conditions. This will occur until a date can be agreed upon. Whoever the arbitrator is who is selected, the next case will first be offered to the next arbitrator on the list and the same procedure will be undertaken as described herein.

The list of arbitrators will be maintained by the Association and the Personnel Bureau.

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

The decision of the arbitrator shall be final and binding on the parties and shall be submitted to the parties within 30 calendar days of the close of the hearing. In no event shall the arbitrator have any

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authority to exceed or alter any provisions of this contract or any rules, regulations, policy or procedure that govern the Department.

(E) Resolution.

Reduction in Discipline - At any level of review, if the decision is to reduce the discipline and the grievant accepts the decision, the reviewer that reduced the discipline will have the Adjudication of Complaint rewritten. The new Adjudication of Complaint will show the new level of discipline in the appropriate place on the form. All original dates will be utilized on the rewritten adjudication.

Exoneration of Discipline - At any level of review, if the decision is to remove all discipline, but not the sustained complaint, the reviewer that removed the discipline will have the Adjudication of Complaint rewritten. The new Adjudication of Complaint will show a disposition of "Sustained," however, in the discipline box, "none" will be noted and in parentheses after the word "none," will be the name and position of whomever removed the discipline.

The exoneration of discipline and the sustained complaint can be authorized by the Deputy Chief. The Labor Management Board or arbitrator may also exonerate the discipline and the sustained complaint if the grievance has been appealed to their level. If the discipline and sustained complaint are reversed in favor of the employee, the Personnel Bureau file and the employee's bureau personnel file will be purged of all references to the investigation. Additionally, the IAB file will be modified to show the findings.

(F) 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 a holiday.

Employee/Association - Failure on the part of the appellant to file or process the appeal 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 PPA to respond on the employee's behalf.

Department - Failure on the part of the Department's representatives to answer the appeal in the time limits established in the preceding paragraphs presumes that the satisfaction requested will be provided. However, in the event the Department representative is unavailable during the response period the Department may designate, in writing, another representative to respond to the appeal.

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

If an appeal is not filed or processed with the time limits set forth above, it will be deemed withdrawn with prejudice, unless the time limitations established are waived or mutually extended by the parties.

(G) Documentation. A copy of all appeals shall be forwarded to the PPA and the Labor Relations Section immediately upon filing with the Department.

ARTICLE 13 - COMPENSATION

13.1 Salaries. The Department and the Association agree that the salaries paid the employees in the various classifications will be the salaries assigned to the salary ranges for each classification shown in the attached documents labeled Salary Schedules, which are attached hereto and incorporated thereby. Furthermore, it is agreed that the employees shall receive a net two percent (2%) salary increase that shall be paid by increasing each salary range and step by the percentages necessary so that after any required retirement deductions (per N.R.S. 286), the employee receives a net two percent (2%) increase effective June 23, 2001. This is reflected in Attachment A. The Department will continue to pay 100% of the cost of the retirement contributions for the State of Nevada Public Employees Retirement System.

Effective January 5, 2002, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above net increase shall become the new salary schedule through June 21, 2002. Effective June 22, 2002, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above increase shall become the new salary schedule through January 3, 2003.

Effective January 4, 2003,, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above increase shall become the new salary schedule through June 20, 2003.

Effective June 21, 2003,, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above increase shall become the new salary schedule through January 2, 2004.

Effective January 3, 2004,, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above increase shall become the new salary schedule through June 18, 2004.

Effective June 19, 2004, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above increase shall become the new salary schedule through December 31, 2004.

Effective January 1, 2005,, the employees shall receive a net two percent (2%) salary increase. The salary schedule reached at the above increase shall become the new salary schedule through June 17, 2005.

The Association and the Department agree to meet in a Labor/Management meeting to address the correction resident/commuter status.

Furthermore, for the duration of this contract, any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one-half (1/2) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective.

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

Current contract can be found here: <http://www.lvppa.com/pdfs/contract.pdf>

13.2 Civilian Positions. Commissioned employees who are assigned to positions which are classified as civilian shall receive the applicable Civilian Classification pay, but will remain on early retirement.

13.3 Assignment Differential Pay. Assignment Differential Pay is temporary monetary compensation paid to commissioned personnel who are working in the assignment categories listed below.

Members transferring for the first time to the Traffic Section or any investigative unit will receive four percent (4%) increase in pay for the first year and another four percent (4%) increase in pay thereafter while so assigned. Members who are transferring from one investigative unit to another investigative unit, regardless of bureau, will maintain their eight percent (8%) increase.

	First time assigned	After one year
Police Officer II (A-2)	4%	8%
Motorcycle Officer	4%	8%
Helicopter Pilot	8%	n/a
Resident Officer	20%	n/a
Police Training Officer	8%	n/a
Corrections Training Officer	8%	n/a

Police Training Officers' assignments will be for a continuous six-month cycle. At the conclusion of any given cycle, the Department, at its discretion, can decrease or increase the number of PTOs as required. Any PTOs assigned at any point during an existing cycle will receive ADP for the remainder of that cycle. Selection and assignment to the PTO positions will be based upon established Departmental procedures.

Corrections Training Officers' assignments will be for a continuous six-week cycle. At the conclusion of any given cycle, the Department, at its discretion, can decrease or increase the number of CTOs as required. Any CTOs assigned at any point during an existing cycle will receive ADP for the remainder of that cycle. Selection and assignment to the CTO positions will be based upon established Departmental procedures.

Note: Training officer assignments will be discontinued if the employee leaves the assignment and is no longer available to act in that capacity.

Annotation: The compensation in this section was changed in 2001 to provide for a one year training period when first moved to an investigative assignment or a traffic assignment. The parties agreed employees new to these areas should not receive the full assignment differential pay while training and learning the position during the first year of assignment.

ADP assignments are not promotional and, therefore, no property right exists. Additionally, employees shall only be paid ADP for the duration of their ADP assignment.

13.4 Longevity.

Current contract can be found here: <http://www.lvppa.com/pdfs/contract.pdf>

The longevity pay for employees shall be paid on the following basis: Upon completion of five (5) consecutive years of employment, covered employees shall be paid the equivalent of an additional two and one half percent (2.5%) of their pay period base salary.

For each continuing year of consecutive service thereafter, each employee shall receive an additional one-half of one percent (0.5%) increase of the base salary until a maximum of 15% has been reached.

Longevity pay shall become effective in the pay period in which the employee's date of hire falls.

Employees hired after July 1, 2001, will not be eligible for longevity payments under this section until they reach their ten (10) year anniversary date. Employees hired after July 1, 2001, will then be compensated five percent (5%) of their pay period base salary on their ten (10) year anniversary and will continue to receive longevity increases as specified in second paragraph above.

13.5 Jury/Court Pay.

Jury - Eligible members called to serve on jury duty on a normally scheduled shift shall receive their regular pay as well as all jury pay. Those persons called but not selected to serve on the jury shall report back to work when excused.

On-Duty Court - Eligible members subpoenaed to appear on duty as a witness in a criminal proceeding, connected with official duties, and who are not a party in such criminal proceeding, shall receive their regular pay providing that all witness fees or pay are returned to the Department. Employees shall report to work when excused.

Off-Duty Court - Eligible members required to appear off-duty in court as a witness for the prosecution or defense shall be paid at straight time for the time spent in court plus an hour for duces tecum subpoenas. The payment shall be no less than \$25.00.

13.6 Retirement. The Department 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 Department shall comply with all the provisions of N.R.S. 286.421 for the purpose of paying the employees' retirement contribution, but, will not pay for the purchase of eligible prior service.

13.7 Shift Differential. Shift differential is defined as the amount of compensation authorized to be paid to an employee in addition to his/her regular straight time hourly rate for working a regularly scheduled shift other than day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 5 A.M. or ends no later than 7 P.M. A regularly scheduled shift that exceeds these limits by 25% is entitled to shift differential pay computed at four percent (4%) of base pay. Eligibility for shift differential pay will be determined on a shift by shift basis. The 25% limits specified herein are described below:

An eight (8) hour shift that starts on or before 0300 hours or ends at or after 2100 hours

A nine (9) hour shift that starts at 0245 or ends at or after 2125 hours

A ten (10) hour shift that starts at 0230 or ends at or after 2130 hours

A 12 hour shift that starts at 0200 or ends at or after 2200 hours

13.8 Bilingual Pay. Employees who are eligible for bilingual pay are required to be on a list maintained in Communications or Detention Services Administration to provide translation services. Such employees must pass a department-approved proficiency examination on conversational Spanish to receive an annual payment of \$750. The payment will be received in the employee's paycheck for the first pay-period in February of each year. The proficiency examination will be offered each Fall. The employee is only required to pass the examination once to be eligible for payment unless the employee is removed or removes him/herself from the list. Once removed from the list the employee is required to re-take the proficiency examination to receive payment. Employees who leave Department service or are removed from the list during the year will be required to reimburse the Department a prorated amount for the remainder of the year.

Annotation: This article was added during 2001 to provide officers who speak Spanish proficiently with an annual payment. Employees may be removed from the list for being non-responsive or it has been determined that they are no longer proficient in speaking Spanish.

13.9 K9 Pay. K-9 handlers will receive ten (10) hours of paid overtime per pay period for the at-home care, grooming, transportation, and feeding of the dog. This fixed amount is paid for one or two dogs.

ARTICLE 14 - CLOTHING ALLOWANCE

14.1 Classifications. The Department and the Association agree that only the employees in the classifications listed below shall be paid a yearly clothing allowance, as shown in the following chart.

<u>Uniform</u>				<u>Plainclothes</u>			
01/02	02/03	03/04	04/05	01/02	02/03	03/04	04/05
\$1,075	\$1,125	\$1,175	\$1,225	\$1,325	\$1,375	\$1,425	\$1,475

Motor officers and mounted patrol unit officers will receive an additional \$100 per year for the purchase of specialty boots.

Eligible classifications: Corrections Sergeant, Police Officer II, Police Officer I, Corrections Officer II, Corrections Officer I.

14.2 Entitlement. Officers are entitled to a prorated clothing allowance upon completion of the police or corrections academy and promotion to police or corrections officer. Allowances will be prorated in accordance with adopted policy.

14.3 Detention Positions. The Department will furnish all officers assigned as designated Transportation Officers in the Detention Services Division with Department issue hand weapons.

14.4 Non-Uniform Time Limit. Only personnel assigned to non-uniformed assignments for a period of longer than six (6) months will be eligible for the non-uniform clothing allowance.

ARTICLE 15 - MEDICAL BENEFITS

Current contract can be found here: <http://www.lvppa.com/pdfs/contract.pdf>

15.1 Contributions. The Department and the Association agree that the Department will pay part of the employees' and dependents' hospitalization and health insurance plan.

Expired Contract !

Current contract can be found here: <http://www.lvppa.com/pdfs/contract.pdf>

Effective July 1, 2001, the Department will contribute the following amounts toward medical benefits:

	July 1, 2001		July 1, 2002		July 1, 2003		July 1, 2004	
	Annual	Pay Period	Annual	Pay Period	Annual	Pay Period	Annual	Pay Period
Employee	\$3,336.48	\$139.02	\$3,469.92	\$144.58	\$3,608.64	\$150.36	\$3,752.88	\$156.37
Dependent	\$1,891.92	\$78.83	\$1,967.76	\$81.99	\$2,046.24	\$85.26	\$2,128.32	\$88.68

15.2 Communications. All communications concerning health and hospitalization plans and coverage by the Association to the Department shall be directed to the Department's Fiscal Affairs Bureau. The Department shall address all communications concerning the Association's insurance plan to the President of the Association. The Association agrees that it will provide the Department, upon request, within forty-eight (48) hours, costs and claims received by the Administration from the insurance provider(s) and the Administrator(s).

15.3 Self-Insurance Program. Under the self-insurance program, the Association agrees to the following:

- < The Association will establish a self-insurance trust account entirely separate from all other Association business.
- < The self-insurance trust account will be interest bearing and the interest will remain in the self-insurance account.
- < Withdrawals from the self-insurance trust fund will require two signatures, both of whom will be elected PPA officers.
- < The self-insurance trust account will be subject to a certified annual audit by a certified public accountant, to be paid for by the Association's self-insurance fund.
- < A copy of the certified annual audit of the self-insurance trust account will be provided to the Department in a timely manner.
- < The Fiscal Affairs Bureau will be allowed to audit all activities of the self-insurance trust account and the financial and claims information of the Trust Administrator at any time.
- < Claims paid from the self-insurance trust account will not exceed the benefits existing on July 2, 1994, unless the Association and Department agree to extend the benefits.
- < The Department will be provided with copies of all insurance policies obtained by the PPA.
- < The Department will be provided with copies of all correspondence between the PPA and the Trust Administrator and/or the insurance carriers.
- < The Association will provide the Department, on a monthly basis, a statement of claims paid.
- < The Department acknowledges that the insurance trust fund should maintain a fund balance equal to three (3) months claim experience.

The Department will have equal participation in an insurance board to be formed between the Association and the Department to oversee the implementation and administration of an ERISA based medical trust to be established by January 1, 2002. This article may be revised through labor/management meetings to reflect the relationship between the Department and Association to oversee and administer the new plan.

15.4 Deductions. The Department agrees to deduct from the paycheck of each employee in the bargaining unit and the Association who has signed an authorized payroll deduction card such amounts designated as insurance coverage in the excess of that provided in the first paragraph of this Article. All such insurance funds shall be remitted by the Department to the Association within one (1) week of deduction.

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

15.6 Flexible Spending Account. The Association recognizes the Department's sole right to establish and administer a "Flexible Spending Account" as authorized under Section 125 of the Internal Revenue Service Code. Until such time as the Department implements a "Flexible Spending Account" Department wide, the Association has permission from the Department to establish and administer a "Flexible Spending Account" Plan.

The Department accepts no financial or other responsibility for the Association Plan. The Department agrees to notify the Association at least 90 days prior to a Department plan going into effect. The Association agrees to transfer or dissolve its plan no later than 30 days from the date the Department's plan becomes effective or in accordance with the requirements of the Association plan document and the Internal Revenue Service Code for such plans.

15.7 Retirement Medical Trust Fund. Effective July 1, 2002, the Association will join a trust fund for the purpose of funding health insurance coverage for retirees. It is the Association's intent to join the existing PMSA medical trust fund. Contributions to the fund will be deducted from the paycheck of eligible employees.

ARTICLE 16 - DISABILITY

16.1 Service Connected. In the event an employee is absent due to a service-connected injury or illness, the benefits afforded this employee will be as follows.

If the benefits paid to such employee under the provision of SIIS or other Department Workers compensation Program does not equal the employee's gross salary, the Department should pay to the employee an amount equal to the difference between the compensation received under Workers Compensation and the employee's then present gross salary, excluding overtime. This compensation will continue for a period of 800 hours from the first day of absence.

Employees who have ten (10) to 15 years of continuous full-time employment on the date of injury will have their salary compensated for an additional 200 working hours. Employees who have in excess of 15 years

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of continuous full-time employment will have their salary compensated for an additional 120 hours plus the above 200 hours, totaling 320 hours.

After the initial 800 hour period, sick, vacation, and bonus leave will not accrue.

16.2 Compensation Integration. It is the intent of the Department to pay the on-the-job injured employee (as outlined in this Article) the difference between full base salary and that provided by the Workers Compensation as salary continuance. Therefore, the employee shall return to the Department all salary continuance payment by the Workers Compensation System covering the period enumerated in 16.1 of this Article. In those cases when the employee receives a worker's compensation check directly from SIIS, it shall be given to the Department. If the employee fails to do so within 30 calendar days, the amount received will be deducted from the employee's next payroll check.

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

When accrued sick leave has been exhausted, if the employee is still, because of disability, unable to work, the employee will be permitted to use all accrued vacation, bonus, floating holiday, and professional leave as sick leave. Subsequent to exhausting these leaves, the employee shall receive no additional compensation from the Department. However, exceptions to this rule may be allowed by the Sheriff.

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

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

ARTICLE 17 - REDUCTION IN FORCE

17.1 Notice to Association. Whenever it is determined that a layoff of employees may occur because of lack of work or funds, the Department shall give written notice of the layoff, including the reason(s) such action is necessary and the estimated length of the layoff period to the Association President at least seven (7) calendar days prior to the effective date of notification to employees.

17.2 Provisions. The Department and the Association agree that reduction in personnel as it pertains to employees covered under the provisions of this contract shall be as hereinafter prescribed. When Department funded positions of indefinite durations, and which are presently filled, are abolished, reductions shall be accomplished in accordance with the following provisions:

< Casual, temporary and initial employment probationary positions within the Department shall first be eliminated.

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- < Notice of Layoff. All permanent employees to be laid off shall be given written notice of such layoff at least 14 calendar days prior to the effective date.
- < Bumping. Any permanent employee who is to be laid off may elect to replace an employee in a lower level of the same or previously held classification series provided:
 - a. The bumping employee has more Department seniority than the employee being bumped;
 - b. Meets the minimum occupational qualifications; and
 - c. Has previously held the position.

An employee electing to exercise bumping rights shall assume the grade of the employee being bumped but at the step closest to his own existing salary at the time of the layoff.

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

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

ARTICLE 18 - HOURS

18.1 Work Week. The Department and the Association agree that the normal paid weekly working hours shall be 40. However, if mutually agreed, an alternate work schedule of 80 hours bi-weekly may be utilized. The Department has adopted the FLSA 7 (k) exemption for law enforcement officers. Under this exemption, officers working in the resident program have a 28 day work period.

Annotation: The FLSA 7 (k) exemption has been Department policy since the Fair Labor Standards Act has applied to local government.

18.2 Tour of Duty. A tour of duty or shift shall be defined as the span of hours during which an individual, or unit, is assigned to work. Under normal conditions, employees will be notified of a tour of duty change at least 12 hours in advance of that change. Permanent or semi-permanent transfers, and overtime, shall be excluded.

18.3 Overtime. Overtime pay is defined as additional compensation earned by an employee who is held over on his regularly scheduled tour of duty, or is requested to return to duty at a time that is more than 12 hours after notice is given. The employee will be compensated at time and one-half (1 ½) for their hourly rate of pay, including longevity and assignment differential pay, for those hours worked. The Department has adopted the FLSA 7 (k) exemption for law enforcement officers. Under this exemption, officers working in the resident program will receive overtime for any hours over 171 hours in a 28 day work period. This exemption for resident officers does not apply to reimbursable overtime assignments.

Annotation: The FLSA 7 (k) exemption has been Department policy since the Fair Labor Standards Act has applied to local government.

18.4 Callback. When required, the Department Head or his designated representative may call back one or more members of the Department. For purposes of this paragraph, call-back is defined as compensation earned for returning to duty after an employee has completed his regular tour of duty, is off duty for any period of time, and is requested to return to duty with less than 12 hours notice. When an employee is called back to work, the employee shall be paid overtime on a time and one-half (1½) rated basis. The employee will be paid for a minimum of four (4) hours regardless of having worked less than four (4) hours, or the employee will be paid for the amount of time actually worked over the four (4) hours. However, in the event the period of call back runs into an employee's normal tour of duty, such employee shall be paid time and one-half (1½) for only those hours worked outside of his normal tour of duty.

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

ARTICLE 19 - SENIORITY

19.1 Bridging Time. Employees on the Department's payroll as of June 30, 1982, who have had a break in service, shall have seniority determined as if their combined years of service were continuous and without break. For persons hired or rehired on July 1, 1982, or thereafter, any break in service shall not be bridged for the purpose of determining seniority. Except as provided in this section, seniority shall be calculated based upon the employee's last date of hire. Ties regarding seniority ranking are resolved as provided in the Civil Service Rules.

19.2 Application. In the selection of days off and vacation leave preference, first choice shall be given those employees holding the greatest amount of seniority as determined in 19.1.

Use of seniority will be allowed for Police Officer IIs assigned to Patrol Division to select shifts and days off within their Area Command, once annually. The parameters for bidding for available shifts and days off will include the following:

- < Issues regarding disputes on the bidding and assignment process may be processed as a grievance to the Deputy Chief level only. The dispute may be taken by the Deputy Chief of Patrol or a Deputy Chief outside the employee's chain as designated by the Sheriff.
- < Bidding will be allowed exclusive of certain assignments. (e.g., FTO, bike, utility, etc.)
- < As a rule, no bumping will be allowed during the bid year, but accommodations can be made where applicable. Employees will be allowed to move during the bid year based upon their seniority and openings within the area command.
- < At anytime between bids, the Department retains the right to change an officer's shift and/or days off based on a documented special or operational need.

Current contract can be found here: <http://www.lvppa.com/pdfs/contract.pdf>

- < In the event an officer transfers from a special assignment to Patrol, the officer would move to an open position in Patrol. The Patrol Deputy Chief will designate which positions are open and available. Under this circumstance, the employee will be allowed to bid during the next regularly scheduled cycle. When transferring to Patrol from a specialized assignment, an officer will have a choice of area command if a position is available. Seniority shall also apply when exercising such choice.
- < Patrol will establish a once a year registration for area command to area command transfers. If there are available positions as determined by the Deputy Chief of Patrol, transfers will be accommodated and an officer can utilize seniority to affect such transfers. Additionally, patrol will continue the practice of allowing officers to make a one-to-one swap in area commands as governed by the Deputy Chief of Patrol.

Use of seniority will be allowed for Corrections Officers coming out of special assignments to bid for available positions. The Deputy Chief of Corrections will designate which positions are open and available.

Annotation: This section was modified in 2001 to clarify established practice regarding movement from a special assignment to patrol and to augment transfers between area commands. Clarification was also added in 2001 allowing the use of seniority for corrections officers coming out of specialized assignments. The bidding practice in Corrections will remain intact for the term of the contract.

Expired Contract!

ARTICLE 20 - ACCIDENT PREVENTION BANK

20.1 Accident Prevention Bank. Employees will be rewarded for accident-free department driving record by accruing hours to be banked in the event they receive a disciplinary suspension for a traffic accident. The amount of banked hours awarded based on miles driven in an assignment will be determined by the Labor/Management Committee and communicated to all employees by January 1, 2002.

20.2 Accrual and Use of Hours. Hours will only be accrued on an accident-free calendar year basis and will be credited at the beginning of the next calendar year based upon their assignment at that time.

Employees are only eligible to accrue hours after they have completed their initial probationary period (including re-hires) as a Police Officer/Corrections Officer. Eligibility for accrual of hours will begin on January 1 after completion of probation. The maximum accrual will be capped at 40 hours.

These hours may be used at the employee's option for disciplinary suspensions applied for traffic accidents and will not be used for any other purpose (i.e., the hours will not be compensated under any circumstance.)

Annotation: This section was developed in 1997 to provide a reward and diminish the financial impact a suspension would have on employees that maintain an accident-free driving record. The parties understood that different areas or assignments drive more miles and are potentially at greater risk. This provision is designed to create an equitable benefit to all employees based on the miles they drive per year. It was also intended that this benefit will have no effect on decisions made by the Accident Review Board. This Article was revised in 2001 from language that was included in the General Provisions Article of the previous collective bargaining agreement. The hours awarded based on accident free miles driven will be determined by the Labor/Management Committee. In the interim, prior language will be applied to employees affected by this article between July 1, 2001, and development of the new provisions.

ARTICLE 21 - LABOR/MANAGEMENT MEETINGS

21.1 Meetings. A standing Labor/Management Committee made up of representatives of the Department and the Association shall meet at a mutually agreed upon time and place, but not less than quarterly. The meetings will be set by the Executive Director of the Association and the Patrol Division Deputy Chief or designee and/or the Detention Services Division Deputy Chief or designee. The Labor/Management Committee will be comprised of the Executive Director of the Association, the Director of Labor Relations, and the Patrol Division Deputy Chief or designee. In addition to the standing Labor/Management Committee, others may be asked or required to attend and participate in these meetings. It shall be the responsibility of the respective parties to notify their constituents they believe are needed to attend such meetings.

21.2 Purpose. The purposes of such meetings may be to:

- < Discuss the administration of the Agreement;
- < Notify the Association of changes made or contemplated by the Department which may affect the working conditions of employees represented by the Association;
- < Disseminate general information of interest to the parties; and
- < Give the Association representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members.
- < During the term of this agreement the parties will focus on the following issues:
 - Wellness program
 - Accident Prevention Bank—to determine what assignments are covered and the amount of hours received based on accident free miles driven.
 - Duty Weapon
 - Random Drug Testing Procedures

21.3 Agenda. The agenda will be prepared by the Association Executive Director and the Director of Labor Relations. It will be distributed at least five working days prior to the meeting, and will include the names of those expected to be at the meeting.

21.4 Notice to Supervisors. To facilitate the adjustment of work schedules, the Association's representatives will notify their immediate supervisors of the dates and times of such meetings immediately upon receipt of the agenda.

21.5 Compensation. Association committee members shall not lose pay nor be entitled to overtime for the time spent in any meetings authorized by the provisions of this Article.

21.6 Minutes. Minutes of the Labor/Management Committee meetings shall be prepared by the Department and shall be reviewed and approved by both parties.

21.7 Resolutions. All items resolved by the parties at the meetings will be distributed to the Association and Department members as appropriate.

Annotation: This Article was added in 2001 to formalize a quarterly Labor/Management Meeting to discuss issues of interest between the parties and to finalize issues relating to a wellness program, Accident Prevention Bank, duty weapon, random drug testing and other related issues.

ARTICLE 22 - DUTY WEAPON

22.1 Effective Date. Effective July 1, 2002, the Department will provide reimbursement to all employees hired on or after July 1, 2002, required to carry weapons. Nevertheless, the Department will continue to allow employees hired prior to July 1, 2001, to participate in a voucher program. 20% of eligible employees who have never participated in the voucher program will be eligible to participate each year.

22.2 Reimbursement Amount. Prior to July 1, 2002, a Labor/Management committee will determine the appropriate reimbursement amount by reviewing costs of approved weapons and establishing a reasonable average. In determining the amount of the voucher, the parties will review the optional weapons list and average the cost to purchase weapons after throwing out the high and low price. Employees may only receive a one-time reimbursement, except as provided below.

22.3 Financial Responsibility. Every probationary employee that receives reimbursement for a duty weapon and fails to complete probation, will be responsible for the return of all reimbursed monies to the Department. This reimbursement will occur as an automatic deduction from the employee's final paycheck. If there are insufficient funds to fulfill the reimbursement obligation, the employee will be billed for the remaining balance.

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

22.5 Replacement. Any weapon that is damaged or destroyed as a result of a duty related incident, or is determined to be unserviceable by the armorer will be replaced by the Department. The Department's financial responsibility for replacement will be as specified in section 2 above.

22.6 Voucher System. Prior to July 1, 2002, a Labor/Management Committee will formulate a voucher system for the purchase of duty weapons. This committee will formulate a policy for this purpose which will include a required safety check prior to issuance of any voucher. The voucher system will provide a specified "amortized life" of a weapon and associated accessories, and an amortization schedule for reimbursement to the Department. In the event a regular employee leaves the Department prior to the expiration of the "amortized value" of the weapon and associated accessories, the employee will be responsible for reimbursing the Department for the remaining "amortized value." This reimbursement will occur as an automatic deduction from the employee's final paycheck. If there are insufficient funds to fulfill the reimbursement obligation, the employee will be billed for the remaining balance.

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

Annotation: This article was adopted in 2001 to provide for the purchase of weapons for employees hired on or after July 2002 and close out the current voucher program in place prior to July 1, 2002.

ARTICLE 23 - TRANSFERS

23.1 Transfers. The Association and the Department agree there are three types of transfer - voluntary, administrative, and disciplinary.

Administrative transfers occur as a result of an action to enhance operations, further the Department's mission or improve efficiency and effectiveness. These transfers will also occur where an act compromises the integrity of the individual or unit, and/or the conduct of the employee creates an environment where the employee loses effectiveness in the unit. The parties agree these types of transfers from specialized units will be evaluated for necessity.

Generally, administrative transfers do not occur as a result of single events or incidents, except where it is determined the transfer is necessary to further the Department's mission.

Disciplinary transfer is an option which may occur where it is determined that an employee's conduct or performance warrants that level of discipline. It is understood that a transfer may occur in conjunction with some other form of discipline so long as it is differentiated as administrative or disciplinary.

Annotation: This section was added in 1997, to clarify how transfers will occur. The parties intended that supervisors not transfer employees unless retention of the employee negatively impacts the unit. The Association also expressed an interest in administrative transfers being approved at the Bureau Commander level and the ability to review that decision with the Deputy Chief. The Association understands that assignments are not a property right whether or not an assignment differential is applied. Despite this, the Department will work to avoid transfers that cause a loss of pay if another form of discipline can be applied to correct the problem or there is other justification for a transfer. Further clarification was added in 2001 negotiations to better define circumstances where an administrative transfer would occur that is performance or conduct related and the department chooses to not make the transfer a disciplinary action. The parties agreed in the 2001 negotiations to monitor these transfers and discuss issues regarding them in the quarterly Labor/Management meetings.

Expired Contract!

ARTICLE 24 - RANDOM DRUG TESTING

24.1 Effective Date. As a result of negotiations conducted in 2001, the parties agree to implement random drug testing for all employees covered under this collective bargaining agreement. This program will be implemented as of the date specified in the revised drug testing policy in the Department Manual as determined through Labor/Management Meeting discussions.

24.2 Parameters. Department Procedure 5/110.24 specifies the procedures for random drug testing. In addition to this procedure, the following parameters will apply under this contract:

- The random drug testing program shall only apply to illicit drugs.
- Covered employees will be randomly selected based on assignment/unit and required to provide a sample. Refusal to test will be treated as a positive. Any evidence of alteration of a sample will be treated as a positive test and cause for termination.
- The employee who tests positive will participate in a mandatory rehabilitation program, paid for by the employee's insurance, and will be subject to scheduled testing for one year as provided in a last chance agreement. Because the last chance agreement is provided in lieu of a termination, no other discipline will be applied in conjunction with the last chance agreement.
- Failure to meet the provisions of a last chance agreement will be cause for termination.
- In the event any employee who submits to a last chance agreement and tests positive as a result of any future random test for an illicit drug, the Department will have cause for termination.

Current contract can be found here: <http://www.lvppa.com/pdfs/contract.pdf>

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

24.3 Exceptions. The provisions of this article create an exception to the Disciplinary and Decision Guide produced by the Department in February 2001. This exception is created because of the agreement by the Association to allow a random drug testing program.

The agreement to this random drug testing program also creates an exception to the Department Procedure 5/101.42 regarding the purging of documents. A last chance agreement, as provided herein, will remain in an employee's personnel file for the duration of his/her employment or re-employment.

Annotation: This article was added in 2001 to expand the Department's existing random drug testing program. Final details of this program will be worked out in a Labor/Management Committee. In this committee, a determination will be made regarding such issues as: giving samples on-site or at a designated site; how the random draw will be generated; and revisions to current policy to properly incorporate this agreement.

ARTICLE 25 - GENERAL PROVISIONS

25.1 Savings Clause. The Department and the Association do agree that if any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

This Agreement shall become effective only when signed by the designated representatives of the Department and the Association.

25.2 Contract/Civil Service Rule Duplication. The Department and Association agree that matters subject to bargaining under N.R.S. 288.150 which are in this contract will supersede any corresponding Civil Service Rule of the Department for all Department employees represented by the Association.

ARTICLE 26 - TERM OF AGREEMENT

This Agreement shall become effective July 23, 2001, unless otherwise specified herein, and shall be effective through June 30, 2005. Retroactivity provided herein shall only apply to employees of the Department as of the date of the signing of this agreement. Individuals that retired as employees of the Department at any time after June 30, 2001, until the signing of this agreement, will be paid retroactively for the wage increase provided herein.

This agreement may be reopened by either party for the specific purpose of discussing the Citizens Review Board in the event issues arise that are determined to be mandatory subjects of bargaining as provided by NRS 288.

For the Department

Jerry Keller

Jerry Keller
Sheriff

For the Fiscal Affairs Committee

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Chairman

For the Association

Current contract can be found here: <http://www.lvppa.com/pdfs/contract.pdf>

Dave Kallas

Executive Director

Expired Contract !

EFFECTIVE 06/23/01 THROUGH 01/04/02 (2.0%)

Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	18.707	19.455	20.233	21.042	21.884	22.759	23.669	24.616	25.601	26.625
21	20.618	21.443	22.301	23.193	24.121	25.086	26.089	27.133	28.218	29.347
23	22.283	23.174	24.101	25.065	26.068	27.111	28.195	29.323	30.496	31.716

EFFECTIVE 01/05/02 THROUGH 06/21/02 (2.0%)

Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	19.081	19.844	20.638	21.464	22.323	23.216	24.145	25.111	26.115	27.160
21	21.030	21.871	22.746	23.656	24.602	25.586	26.609	27.673	28.780	29.931
23	22.729	23.638	24.584	25.567	26.590	27.654	28.760	29.910	31.106	32.350

EFFECTIVE 06/22/02 THROUGH 01/03/03 (2.0%)

Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	19.463	20.242	21.052	21.894	22.770	23.681	24.628	25.613	26.638	27.704
21	21.451	22.309	23.201	24.129	25.094	26.098	27.142	28.228	29.357	30.531
23	23.184	24.111	25.075	26.078	27.121	28.206	29.334	30.507	31.727	32.996

EFFECTIVE 01/04/03 THROUGH 06/20/03 (2.0%)

Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	19.852	20.646	21.472	22.331	23.224	24.153	25.119	26.124	27.169	28.256
21	21.880	22.755	23.665	24.612	25.596	26.620	27.685	28.792	29.944	31.142
23	23.648	24.594	25.578	26.601	27.665	28.772	29.923	31.120	32.365	33.660

EFFECTIVE 06/21/03 THROUGH 01/02/04 (2.0%)

Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	20.249	21.059	21.901	22.777	23.688	24.636	25.621	26.646	27.712	28.820
21	22.318	23.211	24.139	25.105	26.109	27.153	28.239	29.369	30.544	31.766
23	24.121	25.086	26.089	27.133	28.218	29.347	30.521	31.742	33.012	34.332

EFFECTIVE 01/03/04 THROUGH 06/18/04 (2.0%)

Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	20.654	21.480	22.339	23.233	24.162	25.128	26.133	27.178	28.265	29.396
21	22.764	23.675	24.622	25.607	26.631	27.696	28.804	29.956	31.154	32.400
23	24.603	25.587	26.610	27.674	28.781	29.932	31.129	32.374	33.669	35.016

EFFECTIVE 06/19/04 THROUGH 12/31/04 (2.0%)

Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	21.067	21.910	22.786	23.697	24.645	25.631	26.656	27.722	28.831	29.984
21	23.219	24.148	25.114	26.119	27.164	28.251	29.381	30.556	31.778	33.049
23	25.095	26.099	27.143	28.229	29.358	30.532	31.753	33.023	34.344	35.718

EFFECTIVE 01/01/05 THROUGH 06/17/05 (2.0%)

Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
20	21.488	22.348	23.242	24.172	25.139	26.145	27.191	28.279	29.410	30.586
21	23.683	24.630	25.615	26.640	27.706	28.814	29.967	31.166	32.413	33.710

23	25.597	26.621	27.686	28.793	29.945	31.143	32.389	33.685	35.032	36.433
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Expired Contract !

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ATTACHMENT "B"

RIGHTS OF PEACE OFFICERS

289.010 Definitions. As used in this chapter, unless the context otherwise requires:

1. "Peace Officer" means any person upon whom some or all of the powers of a peace officer are conferred pursuant to N.R.S. 281.0311 to 281.0353, inclusive.
2. "Punitive action" means any action which may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer of a peace officer for purposes of punishment.

289.020 Punitive action: Prohibited for exercise of rights under internal procedure; opportunity for hearing; refusal to cooperate in criminal investigation punishable as insubordination.

1. A law enforcement agency shall not use punitive action against a peace officer if he chooses to exercise his rights under any internal administrative grievance procedure.
2. If a peace officer is denied a promotion on grounds other than merit or other punitive action is used against him, a law enforcement agency shall provide the officer with an opportunity for a hearing.
3. If a peace officer refuses to comply with a request by a superior officer to cooperate with his own or any other law enforcement agency in a criminal investigation, the agency may charge the officer with insubordination.

289.030 Limitation on requiring disclosure of financial information. A law enforcement agency shall not require any peace officer to disclose his assets, debts, sources of income or other financial information or make such a disclosure a condition precedent to a promotion, job assignment or other personnel action unless that information is necessary to:

1. Determine his credentials for transfer to a specialized unit;
2. Prevent any conflict of interest which may result in any new assignment; or
3. Determine whether he is engaged in unlawful activity.

289.040 Limitation on placing unfavorable comment or document in officer's file; right to respond; provision of copy of comment or document.

1. No law enforcement agency may place any unfavorable comment or document in the file of a peace officer unless:
 - a) The officer has read and initialed the comment or document; or
 - b) If the officer refuses to initial the comment or document, a notation to that effect is noted on or attached to the comment or document.
2. If the peace officer submits to the law enforcement agency a written response within 30 days after he is asked to initial the comment or document, his response must be attached to and accompany the comment or document.
3. A peace officer must be given a copy of any comment or document that is placed in his personnel file.

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289.050 Consequences of refusal to submit to polygraphic examination. Except as otherwise provided in N.R.S. 289.070:

1. If a peace officer refuses to submit to a polygraphic examination:
 - a) No law enforcement agency may take any disciplinary action against such officer; and
 - b) No investigator may make a notation of such refusal in his report, absent independent evidence of unlawful conduct by the peace officer.
2. Evidence of any refusal by a peace officer to submit to a polygraphic examination is not admissible if introduced by any government body or agency in this state at any subsequent hearing, trial or other judicial or administrative proceeding.

289.060 Notification and interrogation of officer if investigation could lead to punitive action.

1. The agency shall, within a reasonable time before any interrogation or hearing is held relating to an investigation of the activities of a peace officer which may result in punitive action, provide written notice to the officer if practical under the circumstances.
2. The notice must include:
 - a) A description of the nature of the investigation;
 - b) A summary of alleged misconduct of the peace officer;
 - c) The date, time and place of the interrogation or hearing;
 - d) The name and rank of the officer in charge of the investigation and the officers who will conduct any interrogation;
 - e) The name of any person who will be present at any interrogation or hearing; and
 - f) A statement setting forth the provisions of subsection 1 of N.R.S. 289.080.
3. The agency shall:
 - a) Interrogate the officer during his regular working hours, if reasonably practicable, or compensate him for that time based on his regular wages if no charges arise from the interrogation.
 - b) Limit the scope of the questions during the interrogation or hearing to the alleged misconduct of the officer.
 - c) Allow the officer to explain an answer or refute a negative implication which results from questioning during an interrogation or hearing.

289.070 Investigation of allegation of misconduct; when officer may be required to take polygraphic examination; procedure and requirements for examination.

1. An investigation of a peace officer may be conducted in response to an allegation that an officer has engaged in activities which could result in punitive action.
2. If a person who makes such an allegation against an officer submits to a polygraphic examination and the results of that examination indicate that the person examined is telling the truth about the purported activities, the officer against whom the allegation is made must submit to a polygraphic examination concerning such activities.
3. If a polygraphic examination is given to an officer pursuant to this section, a sound or video recording must be made of the examination, the preliminary interview and the post-examination interview. Before the opinion of the examiner regarding the officer's veracity may be considered in a disciplinary action, all records, documents and recordings resulting from the examination must

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be made available for review by one or more examiners licensed or qualified to be licensed in this state who are acceptable to the law enforcement agency and the officer. If the opinion of the reviewing examiners does not agree with the initial examiner's opinion, the officer must be allowed to be re-examined by an examiner of his choice who is licensed or qualified to be licensed in this state.

4. The opinion of the examiner regarding the officer's veracity may not be considered in a disciplinary action unless the examination was conducted in a manner which complies with the provisions of chapter 648 of N.R.S.. In any event, the law enforcement agency shall not use the examiner's opinion regarding the veracity of the officer as the sole basis for disciplinary action against the officer.
5. If the officer refuses to submit to a polygraphic examination required by this section:
 - a) A law enforcement agency may take disciplinary action against that officer; and
 - b) An investigator may make a notation of the refusal in his report.
6. Evidence of any refusal by a peace officer to submit to a polygraphic examination required by this section is admissible if introduced by any governmental body or agency in this state at any subsequent hearing, trial or other judicial or administrative proceeding.

289.080 Right to presence of attorney or other representative; confidential information; disclosure; punitive action by law enforcement agency prohibited; record of interrogation or hearing.

1. Except as otherwise provided in subsection 2, a peace officer may upon request have a lawyer or other representative of his choosing present with the peace officer during any phase of an interrogation or hearing.
2. The representative must not otherwise be connected to, or the subject of, the same investigation.
3. Any information that the representative obtains from the peace officer concerning the investigation is confidential and must not be disclosed except upon the:
 - a) Request of the peace officer; or
 - b) Lawful order of a court of competent jurisdiction.

A law enforcement agency shall not take punitive action against the representative for his failure or refusal to disclose such information.

4. The peace officer or the law enforcement agency may make a stenographic or magnetic record of the interrogation or hearing. If the agency records the proceedings, the agency shall at the officer's request and expense provide a copy of the:
 - a) Stenographic transcript of the proceedings; or
 - b) Recording on the magnetic tape.

289.090 Investigation concerning alleged criminal activities. The provisions of N.R.S. 289.060, 289.070 and 289.080 do not apply to any investigation which concerns alleged criminal activities.

289.100 Limitations on application of chapter.

1. This chapter does not prohibit any agreements for cooperation between the law enforcement agency and agencies in other jurisdictions.

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2. This chapter does not affect any procedures which have been adopted by the law enforcement agency if those procedures provide the same or greater rights than provided for in this chapter.

289.110 Report concerning improper governmental action; investigation of report; reprisal by employer prohibited.

1. A peace officer may disclose information regarding improper governmental action by filing a report with:
 - a) The district attorney of the county in which the improper governmental action occurred; or
 - b) The attorney general if the district attorney referred to in paragraph (a) is involved in the improper governmental action.
2. Upon the filing of a report pursuant to subsection 1, the district attorney or attorney general may investigate the report and determine whether improper governmental action did occur. Upon the completion of the investigation the district attorney or attorney general:
 - a) If he determines that improper governmental action did occur, may prosecute the violation. The attorney general may prosecute such a violation if the district attorney fails or refuses so to act.
 - b) Shall notify the peace officer who filed the report of the results of the investigation.
3. The employer of a peace officer shall not take any reprisal or retaliatory action against a peace officer who in good faith files a report pursuant to subsection 1.
4. Nothing in this section authorizes a person to disclose information if disclosure is otherwise prohibited by law.
5. This section does not apply to a peace officer who is employed by the state.
6. As used in this section, "improper governmental action" means any action taken by an officer or employee of a law enforcement agency, while in the performance of his official duties which is in violation of any state law or regulation.

289.120 Judicial relief for aggrieved peace officer. Any peace officer aggrieved by an action of his employer in violation of this chapter may, after exhausting any applicable internal grievance procedures, grievance procedures negotiated pursuant to chapter 288 of N.R.S. and other administrative remedies, apply to the district court for judicial relief. If the court determines that the employer violated a provision of this chapter, the court shall order appropriate injunctive or other extraordinary relief to prevent the further occurrence of the violation and the taking of any reprisal or retaliatory action by the employer against the peace officer.