

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LAS VEGAS

&

LAS VEGAS CITY EMPLOYEES
ASSOCIATION

July 1, 2021 to June 30, 2022



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

PREAMBLE

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

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

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

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

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

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - SCOPE OF AGREEMENT

(A) Bargaining Units

1. The term "employee" as used in this Agreement applies to all Civil Service classified personnel in the work force of the City, excluding: Administrative employees, Confidential employees, employees in other recognized bargaining units, and temporary employees.
2. The classification titles for both the Supervisory and Non-supervisory bargaining units shall be paid in the salary grades identified and included as Attachments to this Agreement.
3. The classifications shown in Attachment A are included within the Supervisory Bargaining Unit.

4. The classifications shown in Attachment B are included within the non-supervisory bargaining unit.

(B) New Bargaining Unit Determination

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

1. When a new classification is created, the Human Resources Department will make an initial determination if the classification is to be excluded from both Association bargaining units or to which bargaining unit the classification is to be assigned. The Human Resources Department will notify the Association of the decision, in writing, and the Association will have twenty-one (21) calendar days from receipt of the notice to raise an objection. If there is an objection, the Association will proceed as outlined below:

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

A. The Association shall notify the City, in writing, of any disagreement regarding a classification the Association believes belongs to the bargaining unit. The City and the Association shall meet and confer and attempt to resolve the disagreement. This discussion shall take place prior to the filing of any complaint with the Local Government Employee-Management Relations Board, and shall not, in any way, infringe on any right guaranteed to either party in front of that Board subsequent to such discussion with regard to the filing of any complaint or request for action, nor shall it be construed to be an admission of any type by either party for use in front of that body or any other body.

B. If disagreement still exists after thirty (30) calendar days, the Association may then appeal the determination of the City to the Local Government Employee-Management Relations Board as provided in NRS 288.170.

(C) Changes in Classification Specifications

When there are changes in classification specifications covered by this Agreement, the Human Resources Department shall notify, meet, discuss, and review with representatives of the Association regarding the recommended changes seven (7) calendar days prior to the Civil Service Board meeting agenda being posted.

(D) New Classifications Specifications

When a new classification specification which is to be covered by this Agreement is proposed, the Human Resources Department shall notify, meet, discuss and review with representatives of the Association regarding the proposed new classification and provide a copy of the recommended specifications at least seven (7) calendar days prior to the Civil Service Board meeting agenda being posted.

(E) Salary Grade Assignment

When a new classification is created, the Human Resources Department will make an initial recommendation of the proposed salary grade assignment in writing. The Human Resources Department will provide the Association a copy of the recommendation, along with any supporting documentation and meet to discuss the proposed grade. The Association will have twenty-one (21) calendar days from the receipt of the proposed grade and supporting material to raise objections. If there are objections, the Association will notify the City of the dispute and provide the City the salary grade proposed by the Association, along with any supporting material. The City and the Association shall meet and confer the attempt to resolve the disagreement within twenty-one (21) calendar days from the receipt of the objections from the Association. This discussion shall take place prior to the filing of any grievance and shall not, in any way, infringe on any right guaranteed to either party.

If disagreement still exists after the parties have met, the Association may then appeal the determination of the City by filing a grievance at the City Manager level. If there is still a disagreement after the City Manager has issued a decision, either party may file a Notice of Arbitration and proceed to binding arbitration.

The City cannot change the grade of an existing classification by creating a new classification with job specifications that are substantially similar to those of the existing classification. Consequently, if the City creates a new job classification that has job duties that are substantially similar to the job duties of an existing classification, the grade of the existing classification will be assigned to the new classification.

During the terms of this Agreement, no classifications will have their grades reassigned unless the City and the Association agree in writing to same.

(F) It is understood and acknowledged that many classification specifications have overlapping or common job duties, both with classifications inside and outside the bargaining unit. However, classification specifications covered by this agreement shall not be reclassified, reallocated or transferred in their entirety, resulting in movement to any bargaining unit not represented by the LVCEA without the approval of the LVCEA.

It is further understood and agreed that employees in a bargaining unit not represented by the LVCEA, who are on workers compensation status, may be given a light duty or transitional assignment, which would fall within a classification specification represented by the LVCEA. These assignments, which are temporary in nature, shall be instituted only after notifying the LVCEA in writing. These assignments should not exceed sixty (60) calendar days unless agreed to by the LVCEA President (or designee).

This provision is not intended to limit the City's ability to change classification specifications pursuant to sub-paragraph (C) above. Likewise, this provision is not intended to limit the City's ability to make the determination that existing classifications should be excluded from the bargaining unit pursuant to NRS chapter 288. Any such determinations that would result in an

exclusion from the bargaining unit can be referred to the resolution process set forth in subparagraph (B) above.

Absent exigent circumstances beyond management's control, employees will not be assigned work duties that are outside of the job specifications for their classification. If exigent circumstances exist, the employee will only be assigned work duties that are outside of the job specifications for their classification on a temporary basis.

ARTICLE 3 – DEFINITIONS

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

(B) The City and the Association agree that the Civil Service Rules of the City shall be the general rules by which the City administers its duties and rights with respect to the conditions of employment of bargaining unit employees except as hereinafter provided. In the event there is a conflict between the Civil Service Rules and the Collective Bargaining Agreement, the Agreement shall prevail.

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

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

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

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

Alternate Work Schedules (AWS): Shift hours that are permanent in nature and other than that of an 8-hour/5 day per week work or a 10-hour/4 day work week schedule.

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

Base Salary: Remuneration received by the employee in accordance with the rates specified on the Salary Schedules established by this Agreement.

Bereavement Leave: Leave granted to employees who are required to absent themselves from work to attend to matters related to an impending or subsequent death and/or funeral of a member of their immediate family. Sick and/or annual leave may be granted for a maximum of

five (5) days per occurrence. In extraordinary circumstances, additional leave may be granted by the Department Head or designee. The City may require documentation to substantiate leave request, and may limit the number of days off per year under this category. Leave under this provision will not be unreasonably denied.

Call-Out: When an employee is ordered back by management and returns to work on assignment during off-duty hours after the employee's normal work shift has ended and he/she has left the normal duty location.

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

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

Confidential Employee: An employee who is privy to decisions of management affecting employee relations, including certain employees of the Human Resources Department, Payroll Department and/or its equivalent. Confidential employees have all the benefits of this contract. Confidential employees who work in positions which involve sensitive labor relations matters cannot be represented by the Association when taking action under the grievance procedure and disciplinary action articles.

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

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

Demotion: Movement of an employee from one classification to a different classification, which is on a lower salary grade than the original classification, typically resulting in a loss of pay.

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

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

- a) Repeated use of unscheduled sick or annual leave in association with holidays or regular days off or other patterns of unscheduled sick or annual leave.
- b) Chronic, repetitive and defiant use of sick leave without producing medical verification/documentation as described in Article 11.
- c) Use of Leave without pay as a result of no available paid leave caused by a) or b) above.

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

Family Leave: Leave taken under the auspices of the Family Medical Leave Act See Article 17.

Funeral Leave: Leave granted to an employee to attend a funeral for other than immediate family.

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

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

Holiday: A day set aside for the special observance of a memorable event or occasion as identified in Article 9 of this Agreement.

Hourly Employee: Persons not subject to the City of Las Vegas Civil Service Rules who serve at the pleasure of their appointing authority, and whose base hourly pay constitutes their entire compensation. Hourly employees are limited to one thousand five hundred sixty (1,560) hours of work in any eighteen (18) month period. This 1,560-hour and 18-month limit does not apply to student interns.

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

Incident of Use (Sick Leave): Any sick related absence event or continuous absence for the same sick related reason. Use of sick leave for bereavement leave shall not constitute an incident of sick leave.

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

Just Cause: A factual and documented reason cited by the City that justifies the use of disciplinary action. Just cause is defined in Article 13 of this contract.

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

Negotiations: The process of collective bargaining between the City and the Association that determines the Collective Bargaining Agreement between the City and the Association.

Normal Work Day: The hours scheduled by the City for an employee to work any one day or one shift pursuant to the terms of this contract and in accordance with the provisions of Article 23. Specific work hours for each day and for each employee will be defined in each AWS (Alternate Work Schedule) where applicable.

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

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

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

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

Part Time Classified Employee: Employees who are hired from an eligible list to work in a classified position who work less than forty (40) hours per week or less than sixty (60) hours in a bi-weekly pay period that receive the normal contract benefits on a prorated basis, except for overtime pay, which is paid only after forty (40) hours have been worked.

Probationary Employee (Initial Hire): An employee who has not completed the initial six (6) month probationary period of employment and whose permanent appointment has not been confirmed by written notification from the Department. If at the end of the probationary period the employee has not been notified of either confirmation or probation extension, he/she will automatically be confirmed. The probationary period for an employee is six (6) months and cannot be extended without Human Resources and Association approval. Any employee whose probation is extended shall be notified in writing of the reasons for his/her extension within fourteen (14) calendar days prior to the end of any probationary period. Any leave in excess of thirty (30) consecutive calendar days will not be credited for purposes of completion of probationary period. Probationary employees may not appeal separation from City employment for performance or disciplinary reasons through the grievance procedure of this contract.

Qualifying Period: A regular classified employee promoted to a non-temporary classified position in the City of Las Vegas is required to serve a qualifying period of six (6) months prior to confirmation of the appointment. The qualifying period for an employee is six (6) months and cannot be extended without Human Resources and Association approval. Any employee whose qualifying period is extended shall be notified in writing of the reasons for his/her extension

within fourteen (14) calendar days prior to the end of any qualifying period. If at the end of the qualifying period the employee has not been notified of non-confirmation or does not elect to return to the employee's previous position and status, the employee shall be considered confirmed in the new position and classification. Written notice will be given to the employee of his/her confirmation.

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

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

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

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

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

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

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

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

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

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

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

Student Intern: Hourly employees hired for less than 1,352 hours per year for a maximum of four years who are currently enrolled in an accredited college or university with a declared major in Public Administration, Political Science, Computer Science, Business, Finance, Accounting, Architecture, or Engineering and are participating in an established training program at the City.

Student interns must maintain at least a 2.5 G.P.A. at their school, be actively enrolled in classes (with a minimum of twelve (12) credits per semester) and be in an undergraduate status.

Suspension: A temporary removal from work status, with or without pay, resulting from, or pending, an investigation and/or disciplinary action.

Temporary Employee: Persons hired for a term not to exceed two thousand eighty (2,080) hours in any twenty-four (24) month period.

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

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

Transfer: The formal movement of an employee or a position from one department to another department without any change to the classification of the position. Transfers will not be used as a disciplinary action. Employee positions will not be transferred from one bargaining unit to another, but employees may transfer to other bargaining units.

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

Y-Rated: An employee is "Y-rated" when his or her current base salary is above their current salary grade range maximum. The employee will not receive a base wage increase until his/her salary falls within the appropriate salary range.

ARTICLE 4 – ASSOCIATION DUES CHECK OFF

(A) The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated as Association dues and is so certified by the Treasurer of the Association. The Association will provide to the City Human Resources Department, in writing, the current rate of membership dues. Thereafter, the City will be notified of any change in the rate of membership dues at least thirty (30) days prior to the effective date of such change.

(B) Such funds shall be remitted by the City to the Treasurer of the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the month of August by the employee giving two (2) pay periods written notice to the City and the Association or upon termination of employment.

(C) The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any legitimate action taken or not taken by the City under the provisions of this Article.

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

(E) If an employee-member transfers from one City department to another, he/she shall be continued on the dues deduction roles.

ARTICLE 5 - EMPLOYEE AND ASSOCIATION RIGHTS

5.1 General Rights of Employees

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

5.2 Association Representatives

5.2.1 Number of Representatives

The Association may designate employees to serve as Association representatives. No more than one (1) representative and an alternate representative may be from the same City division unless the division has more than fifty (50) employees, in which case two (2) representatives and two (2) alternates may be designated. The Association shall also designate five (5) members to be At Large Representatives.

5.2.2 Appointment of Representatives

The Association shall designate the jurisdictional area for each representative. The Association shall notify the City, in writing, of the names of the representatives and their respective jurisdictional area by the effective date of any such designation. The City shall not be required to recognize the designation of a representative until three (3) working days after the receipt of the designation from the Association President.

5.2.3 Rights of Representatives

Each Association representative shall be allowed to serve in his/her capacity of representative. Representatives shall be allowed time with pay for the time requested unless operational demands preclude permission to leave the work location being granted. Use of representative time off with pay, as provided herein, shall not be abused by the employee, and use of said time will not be unreasonably withheld by the Division Manager or designee.

Each representative may participate in any of the duties arising within his/her jurisdictional area, those duties being defined as:

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

2. Representation of a member/grievant at any step of the grievance procedure established in Article 12 of this contract;
3. Consultation with duly accredited representatives of the Association who are not employees of the City;
4. Dispute and conflict resolution. Representatives may be allowed to investigate possible conflicts and ways to resolve them. Human Resources and the affected division shall be notified of these investigations prior to commencement.
5. Member representation during a scheduled formal disciplinary hearing.

5.2.4 Obligations of Representatives

The following are the obligations of representatives when conducting Association business:

1. All representatives shall notify their Division Manager or designee prior to the time they wish to conduct appropriate business.
2. The conduct of Association representative business shall be such as not to unduly interfere with other employees' duties.
3. Association representatives must check in with an employee's Division Manager or designee before contacting the employee in order to identify himself/herself and to make arrangements to communicate with a particular employee.

5.3 Leave for Association Business

5.3.1 Negotiations Leave

Seven (7) members of the Association Negotiating Team shall be granted leave from duty with full pay, when reasonable, for all meetings between the City and the Association for the purpose of renegotiating the terms of this contract. When such meetings take place at a time during which such members are scheduled to be on duty, Negotiating Team members shall notify their Division Manager or designee prior to the beginning of that scheduled shift, if possible.

5.3.2 Leave for Other Association Business

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

5.3.3 Leave to Meet With Representatives

Employees shall be granted leave from duty, with pay up to 30 minutes, to meet with their Representative and/or Association legal counsel to prepare for (1) discipline hearings, (2) to determine whether to file a grievance; and (3) to prepare for grievance hearings at steps two through four.

5.4 Provision of Information to the Association

5.4.1 Information on Employees and Positions

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

1. New hires by name, classification, and department. This list shall include the home addresses of Association eligible employees.
2. Alphabetical listing of City employees by name, which will also show classification, department, and division for employee.
3. Promotion, Separation, Transfer – all employees by name, classification, department and division. The list shall show the from and to classification in the case of promotions and the from and to department/division in the case of separations and transfers.
4. A copy of the underfill/overfill report for current city employees that includes at least the employee's name, position title, department, and division.
5. List of all positions controlled or administered by the City and their status including, but not exclusive to vacant, appointed, executive, temporary, part time, and hourly positions.

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

5.4.2 Civil Service Board Agendas

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

5.4.3 Position and Training Notices

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

5.05 Rules and Regulations

5.5.1 Availability

The City shall have available at each work site, in an easily accessible place, copies of all Civil Service Rules, Personnel Policies Manual, Department Rules, Regulations and Policies that affect employee's employment with the City. Employees shall be allowed to review and read these documents without making any special request. Employees shall be given copies of any pertinent portions of such rules, regulations and policies as they may request. Copies of such rules, regulations and policies shall also be sent to the Association.

5.5.2 Notification and Disputes

At least (14) calendar days prior to implementation, a copy of proposed new or revised rules, regulations, and policies shall be provided to the Association. The Association President, or designee, may request a meeting with the appropriate department head or Division Manager(s) and a Human Resources representative to discuss the proposed new rule or revised rules, regulations, and policies. Any disputes about the new rule or revised rules, regulations or policies

shall be referred to the City Manager or designee for resolution. All new or revised rules, regulations or policies shall be reviewed by Human Resources prior to implementation. In the event the Association disagrees with the new or changed rules, regulations or policies, and the rule, regulation or policy either relates to a subject of mandatory bargaining or is significantly related to a subject of mandatory bargaining pursuant to NRS 288, the Association may pursue resolution through binding arbitration in accordance with the provisions of Article 12.

5.5.3 Emergency Provision

In the event of an emergency, new or revised rules, regulations or policies may be implemented immediately. All "emergency" new or revised rules, regulations or policies shall still be subject to the review process.

ARTICLE 6 - BULLETIN BOARDS - MEETING ROOMS

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

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

ARTICLE 7 - STRIKES

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

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

ARTICLE 8 - CITY MANAGEMENT RIGHTS

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

1. The right to hire, direct or transfer employees, except when such assignment or transfer is done for disciplinary purposes.
2. The right to reduce in force or lay off any employee because of lack of work or lack of funds.
3. The right to determine appropriate staffing levels and work performance standards, except for safety considerations.
4. The right to determine quality and quantity of services to be offered to the public and the means and methods of offering those services.

5. The right to determine the content of the workday including, without limitation, workload factors, except for safety considerations.
6. The right to take whatever action may be necessary to carry on its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of this collective bargaining agreement for the duration of the emergency.
7. The City has the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its employees.
8. The City shall have such other exclusive rights as may be determined by NRS 288.150.

ARTICLE 9 - HOLIDAYS

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

New Year's Day	Martin Luther King, Jr. Day
Presidents Day	Memorial Day
Independence Day	Labor Day
Nevada Day	Veteran's Day
Thanksgiving Day	Family Day – (Day after Thanksgiving)
Christmas Day	Employee's Birthday

(B) This section shall be interpreted consistent with NRS 236.015 and any additional paid holidays shall only be observed if the state also observes the event.

(C) If any of the above holidays fall on Sunday, the following Monday shall be considered the legal holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday. Where departments have employees in positions that are manned on a continuous basis, such a department, or sections thereof, shall observe Saturday or Sunday holidays on the Saturday or Sunday upon which the holiday occurs.

(D) All full-time employees who are in positions that are manned on a forty 40-hour week, Monday through Thursday or Monday through Friday basis, shall be entitled to time off on such legal holidays with full pay for their normal work day at a straight-time rate of pay. Employees who work or are called back to work on a holiday shall be paid for the holiday at a straight-time rate of pay and also be paid one and one-half times their normal hourly rate, plus longevity, for all hours worked on the holiday. If the employee is called out to work pursuant to Section 23.9 of the Agreement herein, then they shall receive holiday pay as set forth above for all hours worked or the minimum hours they are entitled to be paid, whichever is greater.

(E) Employees in positions which are manned on an extended work week (the Department, Section, or Division is open, or the work is scheduled more than forty (40) hours per week) or who work a schedule other than Monday through Thursday or Friday shall, when scheduling permits, be entitled to time off on such legal holidays with full pay for their normal work day. Employees in positions which are manned on an extended work week whose regularly scheduled day off falls on a legal holiday shall have the day off and shall receive holiday pay equivalent to the number of hours in

their normal work day at a straight-time rate. Any employee, when scheduling permits, may choose or be required by their supervisor to take a different day off within the same pay period in lieu of receiving pay for the holiday or employee may be credited with equal time to their vacation (annual leave) balance which may be used at a later.

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

(G) All full-time employees, in order to be entitled to holiday pay, shall be on paid status for the entire work shift on their regularly scheduled workdays immediately preceding and immediately following such holiday.

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

ARTICLE 10 - ANNUAL LEAVE

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

(B) Accumulation of Annual Leave

1. Annual leave shall accrue from the date of entry on duty for all employees, except those employed on a temporary appointment basis. Part-time employees employed on an indefinite basis are eligible for annual leave on a prorated basis. Employees who are in a non-pay status for part of a pay period shall have their annual leave accumulation reduced on a prorated basis.

2. Employees who are on pay status for eighty (80) hours within the pay period shall accrue annual leave in an amount equal to:

- a. Three and eight hundredths (3.08) hours biweekly for the first month through the twenty-fourth (24th) month.
- b. Four and sixty-two hundredths (4.62) hours biweekly for the twenty-fifth (25th) month through the eighty-third (83rd) month.
- c. Four and ninety-two hundredths (4.92) hours biweekly for the eighty-fourth (84th) through the one hundred twentieth (120th) month.

- d. Six and ninety-six hundredths (6.96) hours bi-weekly for the one hundred twenty-first (121st) month through the one hundred eightieth (180th) month.
- e. Seven and seventy-three hundredths (7.73) hours bi-weekly for each month after the one hundred eighty-first (181st) month.

Months of Service	Annual Leave Accrual Rate	Maximum Accrual of Annual Leave
1-24	3.08	(200 hours)
25-83	4.62	(300 hours)
84-120	4.92	(320 hours)
121-180	6.96	(450 hours)
181-240	7.73	(500 hours)

(C) Annual leave may be accumulated up to a maximum of two and one-half (2½) times the employee's annual accrual. However, employees hired after 12/3/2014 may only accrue up to a maximum of 250 hours of annual leave. Any annual leave which exceeds the allowed maximum shall be forfeited on the last pay period of each calendar year, unless the employee was not allowed to take or complete a vacation as scheduled or rescheduled during the last sixty (60) days of the year. Employees who were so affected shall be paid at their full salary, plus-longevity, for all vacation hours they are required to forfeit as a result of a scheduled vacation being canceled by management. All vacation hours that would be forfeited shall automatically be transferred to the catastrophic leave fund.

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

(E) Application for annual leave must be approved in advance of taking leave on the appropriate annual leave form in accordance with departmental rules. Vacation scheduling guidelines may be established on a department or division basis and included in the department/division work rules. Emergency Annual Leave (leave not approved in advance) must be approved in accordance with departmental reporting rules. Employees must not be denied the opportunity to use their annual leave, up to available balance, without just and reasonable cause. Sick leave cannot be substituted for annual leave. However, annual leave can be substituted for sick leave (e.g.: used to cover periods of time when an employee is unable to work due to an illness or physical limitation and they have used all of their sick leave time.)

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

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

1. There shall be two opportunities to exchange annual leave each calendar year. The exchanges shall take place on the first payday of each July and December unless otherwise authorized by the City Manager.
2. To be eligible to exchange annual leave for pay, the employee must have been in the classified service for a minimum of eighteen (18) months.
3. Exchange privileges apply only to accrued annual leave.
4. Annual leave balance following sellback must equal at least forty (40) hours.

ARTICLE 11 - SICK LEAVE

PART I - USE OF SICK LEAVE

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

1. Are incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or
2. Are required to absent themselves from work to attend a funeral of a member of their immediate family as identified in Article 17.11 or
3. Are required to absent themselves from work to personally care for a member of their immediate family. To be granted sick leave with pay in such cases requires explanation of sick leave on the leave slip. Such leave is limited to a maximum of seven (7) days per year, and must be submitted to and approved by the Department Head or designee prior to the use of the sick leave, if possible, unless otherwise authorized by the Department Head or his designee or the leave is authorized FMLA leave. Such requests shall not be unreasonably denied.
4. Are required to take time off from work for the purpose of keeping a personal medical, vision, or dental appointment. Such leave shall be limited to a maximum of a full shift for any one appointment. A request for additional time must be submitted to and approved by the Department Head or designee prior to the use of the sick leave, if possible.
5. No employees shall be entitled to sick leave while absent from duty because of a disability arising from an injury purposely self-inflicted or caused by willful misconduct.

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

(C) Employees who are unable to report to work for reasons defined above, shall call in as required by their departmental work rules or City Policy.

(D) Employees must use accumulated annual leave or TILO, when sick leave accruals have been exhausted. An employee incapacitated beyond the period covered by their accrued paid leave may be granted leave without pay by the Department Head. On the approval of the City Manager, an advance of additional sick leave with full or partial pay may be granted.

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

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

2. Return to Work Note: If an employee is requested to do so by the Department Head or his designee, a release to return to work (doctor's note) shall be submitted by the employee upon return to work from any illness that required the use of sick leave for five (5) or more consecutive scheduled working days. Such certificate shall be signed by a physician and shall state that the employee was disabled from work but is now able to return to work. The Department Head or designee may also require that an employee submit a doctor's note because of extensive use of sick leave. The employee will be notified in writing in advance when a doctor's note will be required. "Extensive" shall mean in excess of eight (8) incidents of sick leave usage in the preceding 12-month period. Incident of Use (Sick Leave): Any period of continuous absence or intermittent for the same reason, or the use of sick leave for an individual condition that requires repeated treatment. Use of sick leave for funeral attendance or a scheduled medical, vision, or dental appointment or for the care of immediate family members shall not constitute an incident of sick leave. A doctor's note may also be required after an employee has utilized sick leave used six (6) incidents of sick leave in conjunction with holidays and/or regular days off in the preceding twelve (12) month period. Pattern use of leave; Patterns of use of leave in conjunction with holidays and/or employees' regular day off; failure to provide appropriate documentation to substantiate leave when required and in accordance with this article and use of sick leave beyond that accrued by the employee may be considered abuse of sick leave and grounds for disciplinary actions. Justification regarding care of immediate family member: The Department Head or designee may require that an employee state the need for the employee's absence for the personal care of a member of their immediate family.

(F) While on sick leave, an employee will normally be at a residence for the purpose of recuperating, at a medical facility, or at a facility purchasing personal items and/or medications. Employees on extended sick leave are responsible for notifying the Department Director or designee of their primary location and of their expected date of return to work. An extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from a disabling illness or injury or other recognized use of sick leave for more than five (5) workdays.

(G) If there is reasonable cause for the City to believe that an employee is abusing sick leave, the City may require that the employee produce appropriate medical documentation to justify the employee's absence such as evidence of having consulted a physician, a certificate from a treating physician, or the production of appropriate medical records to be made available to a City designated physician for review. Supervisors may not discipline an employee in the absence

of evidence that the employee is abusing sick leave. The use of sick leave shall not be a basis for downgrading an employee's performance evaluation in the absence of an actual determination that the employee's use of sick leave has, in fact, been abusive.

PART II - EARNING AND PAY OFF OF SICK LEAVE

(A) The City and the Association agree that all full-time employees shall accrue four (4) hours of sick leave bi-weekly. Employees who are in a non-pay status for part of a pay period shall have their sick leave accumulation reduced on a prorated basis. There shall be no limit to the amount of sick leave that can be accumulated for employees hired before 12/3/2014. Employees shall be paid their current hourly rate, plus longevity, if applicable, for each hour of sick leave used.

(B) Employees hired before 12/3/2014 will have a maximum payoff cap upon separation of 840 hours. Employees hired on or after 12/3/2014 will have a maximum payoff *and* accrual cap of 420 hours.

(C) Employees with between five (5) years and twenty (20) years of employment with the City shall receive payment for one-half (1/2) the amount of unused sick leave accrued upon separation from City employment. Payment shall be computed as follows unless specified otherwise in these provisions: One-half of the employee's current accumulated sick leave hours paid at their current hourly rate, plus longevity, if applicable, for each hour of sick leave computed for payment.

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

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

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

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

(H) Employees who have taken no more than thirty-two (32) hours of sick leave during a fiscal year shall receive a three hundred and fifty (\$350) cash incentive or one bonus annual leave shift day off to be credited to the employee's annual leave accrued at the employee's option which will be paid/credited in the second pay period in July. Sick leave used for the purpose of

bereavement will not count toward the thirty-two (32) hours identified above. However, the use of any other sick leave, including FMLA sick or any leave without pay except for Worker's Compensation will count against the thirty-two (32) hours identified above.

ARTICLE 12 - GRIEVANCE PROCEDURES

(A) GRIEVANCE DEFINITION

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

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

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

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

(B) GRIEVANCE PROCEDURE

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

Step 1. (Informal) The grievance shall first be discussed with the grievant, the grievant's supervisor and the grievant's Department Manager within 21 calendar days of when the grievant became aware or should have become aware of the incident giving rise to the grievance. If a resolution can be reached by the parties, no further action will be taken. Any resolution agreed to at this step is subject to review by the City and the LVCEA and cannot be in violation of the provisions of this contract or other City Policies and Procedures.

Step 2. If the matter cannot be resolved at Step 1, the grievant shall reduce the grievance to writing and submit the grievance to Human Resources within 21 calendar days of when the matter was discussed at Step 1. The grievance shall be submitted to the Department Director for resolution. If the grievant requests that a meeting be held with the Department Director to discuss the grievance, a meeting will be scheduled with the grievant and his/her representative, a representative from Human Resources and the Department Director or designee within 21 calendar days of when the grievance was submitted to Human Resources. The Department Director will respond to the grievance within 21 calendar days of the conclusion of the Step 2 meetings.

Step 3. If the matter cannot be resolved at Step 2, the grievant may submit the grievance to Human Resources within 21 calendar days of receipt of the grievance from the Department Director or within 21 calendar days of when the grievance was due for submittal to the City Manager or designee for resolution. The City Manager or designee shall answer the grievance in writing within 21 calendar days of its receipt. If a meeting is requested by the employee, the meeting will be scheduled within 21 calendar days of the receipt of the grievance. The City Manager or designee has 21 calendar days from the conclusion of the meeting to answer the grievance.

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

(C) FINAL BINDING ARBITRATION

1. Decisions of the arbitrators shall be final; however, no decision may be in conflict with the law or the terms of this Agreement.
2. Following a grievant's request for arbitration, the City and/or the Association or the grievant's representative if the employee is acting independent of the Association, shall

contact the Federal Mediation and Conciliation Service (FMCS) or, upon mutual agreement, the American Arbitrators Association, to obtain a list of seven (7) potential arbitrators.

The parties shall meet within fourteen (14) calendar days of receipt of the list of arbitrators to select an arbitrator. If the parties cannot agree upon an arbitrator on the list, the selection shall be accomplished by the Association striking first, and the City next, each striking one name from the list in turn until only one name remains. The remaining name shall be the arbitrator. The parties shall then contact the selected arbitrator or the arbitration service to schedule a hearing as soon as possible.

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

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

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

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

3. If a grievance is not filed or processed within the time limits set forth above, it will be deemed withdrawn without prejudice, unless the time limitations established are waived or mutually extended by the parties in writing.

(E) CONTINUANCE AND RESCHEDULING OF HEARINGS

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

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

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

(F) HEARINGS

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

a) The hearing should be informal.

b) No transcript will be made of the hearing, unless one side or both sides agree to pay for the costs.

- c) The formal rules of evidence shall not be followed.
- d) The Arbitrator shall have the obligation of assuring that all reference facts and considerations are brought before him by the representatives of the parties. In all respects, the Arbitrator shall assure that the hearing is fair.

(G) ARBITRATOR FEE

The arbitrator shall bill each of the local parties for one-half (1/2) of the total fees and expenses. Prior to the hearing, the Association (or the employee if acting on own behalf) and the City will give the Arbitrator the name, position and address of their designated representatives to whom the Arbitrator shall forward billings and decisions. The Association shall always be entitled to receive a copy of all arbitration decisions. All expenses shall be borne equally by both parties. However, expenses relating to the calling of witnesses, the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses were called or depositions taken, except that an employee who is paid for lost time by the employer shall not be paid as a witness.

(H) GENERAL INFORMATION

1. The Association owes employees covered by this Agreement a duty of fair representation which may include the obligation to represent aggrieved employees during the grievance process outlined above.
2. All grievances submitted in writing in accordance with this Grievance Procedure shall be submitted on the proper grievance form, a copy of which is attached to this Contract and made a part hereof by reference.
3. Either or both parties may tape record any meeting or hearing referred to in this Article.

(I) DISCOVERY

If a grievance is filed regarding a disciplinary matter, the City shall provide to the Association, in a timely manner, the relevant information that was used as the basis for the discipline or employment decision. Examples of relevant information would include audio recordings of interviews or disciplinary hearings, video recordings, copies of the employee personnel file (with written grievant permission), and any final investigative reports other than those involving possible criminal charges.

The Association or the City may also make a request for the production of additional documents, recordings and/or other evidence that are related to a grievance. The request shall be in writing. The party to whom the request is made shall determine what information can be made available. Any costs associated with the production of such additional materials shall be the responsibility of the requesting party.

ARTICLE 13 - DISCIPLINARY ACTION

(A) Grounds for Disciplinary Action

The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The City shall follow the disciplinary procedures set forth below in enforcing any discipline. Any such disciplinary action must be initiated within thirty (30) calendar days of the incident. An employee may appeal any written reprimand, demotion, suspension, or other

form of discipline through the grievance procedure of this contract, which shall be the exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through the Step 3 - City Manager level of the grievance procedure. LVCEA representation shall be allowed at every level of discipline.

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

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

1. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisor to document that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. An oral reprimand incorporates counseling in that proper specific procedures that must be followed with the employee and suggestions made as to how to correct the unacceptable behavior or performance. The intent is to give the employee a clear notice that the specific behavior or performance is unacceptable and must be corrected. Oral reprimands are to be documented with the supervisor and employee each signing and keeping a copy for their record. Copies of the oral warning are not to be placed in the employee's Department or Human Resources personnel file. There shall be no reference to the oral reprimand or warning in the employee's personnel file. Oral reprimands are valid for a period of up to six (6) months from the date of issuance.

2. Written Reprimand or Warning - This is the first level of discipline which may be placed in the employee's personnel file in Human Resources. Documentation is done on a Disciplinary Action Form (DAF). The statements on the form must clearly outline the specific unacceptable performance or behavior, the specific violation(s) of the department rules, regulations and/or procedures which is alleged to have occurred and the level of discipline being administered is a Written Reprimand. The employee will be shown a copy of the completed DAF, will be allowed to read it, make comments on the form, and will then be asked to sign the form acknowledging receipt. The employee will be given a copy of the DAF and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand. Written reprimands or warnings will remain on the employee's active disciplinary record for a period of 18 months from the date of issuance, and may be extended for an additional 12 months in the event of a repeat infraction.

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

Manager or designee. Documentation can be done on the Disciplinary Action Form (DAF) as described above or may be done in narrative form.

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

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

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

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

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

Material which has been removed, due to error, must be corrected or destroyed. Any record destroyed, due to error, may not be referenced or be made the basis for, or be used in, any discipline or other adverse personnel action(s) against the employee(s) referred to in such retracted material.

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

(E) Disciplinary Meetings

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

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

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

(F) Polygraphic Examinations

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

(G) Purging Files and Records

1. The record of any disciplinary action resulting in a written reprimand or warning shall be removed from an employee's personnel file after a period of eighteen (18) months from date of issuance has elapsed, except that any subsequent disciplinary action of a similar nature shall extend the period of retention of the original offense for twelve (12) additional months. Similar nature is defined as a disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations. If removal of a discipline has not been made in accordance with the above removal timelines, it may not be used against the employee in a later disciplinary action.
2. Records of disciplinary actions resulting in a suspension of five (5) days or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of thirty (30) months from date of issuance has elapsed. However, any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for an additional six (6) months.
3. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel file. Human Resources staff will review the employee's personnel file, contact the employee's department to verify the record, and notify the employee of the results of the request. Additionally, the Director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary documents exist at the department level alone, those documents shall be returned to the employee for disposal.
4. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.
5. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file, at any reasonable time, upon request, and to request a copy of any needed documents in the file. The official personnel file shall remain under the control of the Department of Human Resources.

6. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. The Director of Human Resources, or designee, shall investigate the employee's request, advise the employee's department, make any appropriate correction, if warranted, and advise the employee of the correction requested. The employee's memorandum shall be attached to the material in question and filed therewith if the documentation is not changed.

7. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.

(H) Just Cause

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

1. Conviction of an offense which is punishable as a felony in the state of Nevada, conviction of an offense in any place other than the state of Nevada, which offense, if committed in the state of Nevada, would be punishable as a felony, or conviction of any offense which involves moral turpitude;
2. Violation of City or Departmental Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Deputy City Manager;
3. Solicitation of the public for money, goods, or services which has not been approved in accordance with established departmental procedures;
4. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;
5. Repeated incompetency; repeated inefficiency; repeated carelessness; abuse of sick leave; neglect of duties; unexplained and unapproved absence from duty; excessive absenteeism or tardiness; misuse or theft of City property; continuing or life threatening safety violations; on the job alcohol, or other drug abuse; malfeasance, misfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;
6. Physically striking or threatening any supervisory, managerial, or other employee;
7. Striking in violation of this Agreement, or of NRS 288;

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

ARTICLE 14 – WAGES

(A) Base Wages

“Eligible employees” are employees covered by this Agreement. The City and the Association agree that effective the first pay period following the execution of this Agreement, the wages paid eligible employees shall be shown in the City of Las Vegas Classified Employees Salary Schedules which are attached hereto as Exhibit C.

Effective July 01, 2021, eligible employees will receive a Cost of Living Adjustment (COLA) of three percent (3%).

(B) Salary Steps

1. Employees shall receive a salary step advancement upon each anniversary date of their appointment to the City and annually thereafter until they are at the maximum of the salary range for their classification as specified by the appropriate Salary Schedule. Each salary step advancement shall continue to be five percent (5%) up through June 30, 2015. Starting on July 1, 2015, salary step advancements shall drop to four percent (4%) or if there is less than a four percent gap between the employee's salary and the maximum of the salary range for the classification – that percentage amount that increases the employee's salary to the maximum of the salary range for the classification.
2. Employees shall receive their salary step advancement unless the City can show legitimate reason for denial of the salary step advancement. Legitimate reason for denial includes, but is not limited to, an extended sick leave absence of 1,040 hours or more, disciplinary action equivalent to a suspension, or three (3) documented and substantial reports of unsatisfactory performance.
3. Employees shall be informed in writing of the specific reason(s) for the denial of any salary step advancement and may grieve that denial through the City Manager level of the grievance procedure in this agreement.

(C) "Y-Rated" Employees

An employee whose current wage is above the wage range will continue to receive their current wage. This shall be the employee's "Y-Rated" wage rate. The employee's "Y-Rated" wage rate shall continue until any future wage range adjustments, applied to the salary schedule, raise the salary schedule above the employee's "Y-Rated" wage. At that time the employee will receive the appropriate salary schedule wage.

ARTICLE 15 - CLOTHING AND TOOL ALLOWANCE

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

<u>Classification</u>	<u>Annual Allowance (in dollars)</u>
Body Mechanic	210.00
Building Services Electrician	180.00
Building Services Technician	210.00
Carpenter	210.00
Concrete Mason	150.00
Facilities Field Supervisor	210.00
Facilities Maintenance Supervisor	210.00
Field Electrician II	180.00

Fleet Services Supervisor	280.00
Fleet Services Worker	135.00
HVAC Technician	210.00
Industrial Electrician	180.00
Instrument Technician	180.00
Locksmith I	210.00
Locksmith II	210.00
Materials Testing Technician	180.00
Mechanic	280.00
Park Maintenance Crew Leader	210.00
Parks Crew Leader	210.00
Plumber	180.00
Skilled Trades Helper	180.00
Sr Building Services Electrician	180.00
Sr Carpenter	210.00
Sr HVAC Technician	210.00
Sr Industrial Electrician	180.00
Sr Materials Testing Technician	180.00
Sr Mechanic	280.00
Sr Plumber	180.00
Sr Traffic Signal Technician	180.00
Sr Traffic Systems Technician	180.00
Traffic Field Supervisor	180.00
Traffic Signal Technician II	180.00
Traffic Systems Technician	180.00
Traffic Systems Technician Trainee	180.00
Welder	135.00

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

The City shall provide a secure area for the employees to keep their personal tool set on the job site; however, the City shall not be responsible for loss and/or damage to personal tools. It will be the employee's responsibility to maintain the necessary tools to perform their assigned tasks. The City will conduct an inventory annually after giving the employee five (5) days notice. The tool set is defined to be the toolbox and the entire contents thereof, as determined by the annual inventory.

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

work status. Failure to purchase and wear the required personal protective equipment may lead to disciplinary action.

(C) When any employee is required to wear a uniform during the performance of duty, that required uniform will be provided by the City. The term "uniform" shall include any specified shoes, belts, jackets, sweaters, or other accessories. The City and the Association further agree that employees who are furnished uniforms by the City shall be provided a clean and appropriate uniform for each normal workday, with the exception of clothing (e.g. City logo shirts) that is provided for the purpose of identifying the wearer as a City employee. In those cases, once the logo wear has been issued, the expectation is that the employee will be responsible for the cleaning of such garments and will demonstrate proper hygiene practices.

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

(E) If the City believes that a classification no longer requires the use of personal tools and/or safety shoes or if a new classification is added to the bargaining unit covered by this Agreement, the City and the Association will meet and confer to determine whether the classification will receive a clothing, tool and/or safety shoe allowance.

ARTICLE 16 – LONGEVITY

(A) The longevity pay for employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, eligible employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent ($\frac{1}{2}$ of 1%) increase of the base salary until a maximum of fifteen percent (15%) has been reached for thirty (30) years of continuous employment with the City of Las Vegas. Longevity pay shall become effective on the hiring anniversary date of employees.

(B) Overtime or any other incentive payments shall not be considered in the calculation of the percentages of longevity pay.

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

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

(D) Employees hired after January 1, 2011 shall not be eligible for longevity pay.

ARTICLE 17 - LEAVE WITHOUT PAY AND SPECIAL LEAVE

17.1 Definitions

The following are terms used in this article that have definitions in Article 3.

- Bereavement Leave;
- Family Leave;
- Funeral Leave;
- Immediate Family;
- Job-Related Disability;
- Maternity Leave; and
- Paternity Leave.

As with any Leave periods, supervisors retain the right to ask for reasonable documentation. Such as proof of voting or other activity.

17.2 Maternity/Paternity/Adoption Leave

Employees shall be entitled to use available accrued sick leave, annual leave and leave without pay for up to a maximum of six (6) months for purposes of prenatal care, childbearing and/or for caring for newly-born or adopted children. An employee's available FMLA leave will run concurrently with Maternity /Paternity/Adoption Leave, up to 12 weeks. Employees are eligible for this leave for a period of up to 12 months after the birth or placement of a child. Employees are required to give at least thirty (30) days advance notice, if possible to allow the department to make the necessary staffing adjustments. Failure to provide adequate notice may result in denial of the leave. Additional Maternity/Paternity/Adoption Leave or use of this type of leave not expressly set forth herein may be awarded on an exception basis only upon written authorization of the City Manager, or designee.

17.3 Family and Medical Leave

The City of Las Vegas is a covered employer under the Family and Medical Leave Act (FMLA). The City will abide by provisions of the FMLA, and all amendments thereto, and complaints based on violations thereof are not subject to the grievance process in this Agreement.

17.4 Military Leave

When an employee enters a recognized branch of the Armed Forces of the United States, whether voluntarily or involuntarily, the following shall apply:

- 1) The employee shall be granted military leave without pay for the duration of the employee's active service.
- 2) An employee granted military leave and later honorably discharged or discharged as a result of disability shall be restored to his/her former classification or to a like classification. To qualify for such restoration, the employee must apply for reinstatement within ninety (90) calendar days of discharge. Such restoration is further contingent upon the City's circumstances having not changed in such a manner as to make such reinstatement impossible or unreasonable and upon determination by the City Manager that the employee is able to perform the duties and responsibilities of the position.

- 3) An employee so restored shall be granted accrued seniority, benefits or other compensation in accordance with applicable Federal laws or regulations.
- 4) Persons who are employed to fill positions vacated as a result of the incumbent being placed on military leave shall be so notified at the time of their appointment. Such appointments may be made on a temporary basis if the incumbent is on military leave for a period of less than one year. Any persons employed on a non-temporary basis in positions vacated as a result of military leave may be subject to reassignment, transfer, reduction in grade, or termination shall be done in accordance with reduction in force procedures specified in this agreement and the City of Las Vegas Civil Service Rules.
- 5) Any employee holding reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard who is obligated or ordered to serve on training duty shall be granted military leave for a period not to exceed fifteen (15) working days in any one calendar year, or the number of days stipulated in NRS 281, whichever is greater. Compensation during such leave shall be the normal gross salary that the employee receives from the City, excluding overtime. The employee shall be entitled to retain any Armed Services pay earned during the training duty.
- 6) When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

17.5 Court Witness or Jury Duty Leave

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding related to City business or for a matter they witnessed while on duty shall receive their regular City pay. Employees who serve on a jury for one week or less are not required to turn in to the City any fees paid as a result of jury duty. Employees who report for jury duty for period in excess of one week will be required to submit their jury duty payment to the City Treasurer. Employees who are subpoenaed as witnesses for City-related business or for a matter they witnessed while on duty, called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work when excused by the court or tribunal. Employees who work a swing or graveyard shift shall be excused for the day(s) that they are required to report for jury duty.

This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in civil proceedings unrelated to City business. Other than being a juror or being called to testify in a matter that an employee witnesses while on duty, this section shall not apply to persons whose appearance in court proceedings is unrelated to City business.

17.6 Leave Without Pay

17.6.1 Eligibility

Leave Without Pay may be granted or imposed by the Department Director, or designee, to employees for:

- 1) Purposes normally covered by sick leave, annual leave or Time in Lieu of (TILO) when such leave has been exhausted

- 2) Disciplinary action
- 3) Pursuing an education
- 4) Serving in the military
- 5) Recovering from a job-related injury or illness
- 6) Participating in political activities (requires City Manager approval)

17.6.2 General Requirements

Employees must exhaust all appropriate paid leave balances prior to receiving approval for leave without pay (LWOP). Employees on approved LWOP shall not be required or approved to perform work of any kind, unless the employee has been approved for a Transitional Work Assignment while recovering from a medical condition which resulted in working restrictions (e.g. part-time work during recovery period and paid leave accruals have been exhausted).

17.6.3 Leave Without Pay for Non-Medical Reasons

Employees seeking LWOP approval for non-medically related reasons (e.g. running for political office, pursuing additional education, serving in the military, etc.) must seek approval at least 30 days in advance, when possible, or LWOP approval may be denied.

17.6.4 Leave Without Pay for Medical Reasons

Employees seeking LWOP due to medical necessity must provide appropriate documentation indicating the need for leave, and estimated date the employee is expected to return to work in a full-time capacity. In the event the employee is released by their treating physician to perform part-time work during their recovery, and only require intermittent LWOP as a result, the employee must provide certification from their treating physician indicating their capabilities and restrictions. Intermittent work will be provided via a Transitional Work Assignment and is subject to approval based on business necessity (i.e. there is work available; part-time work will not be created for an employee). The duration of the transitional assignment will not exceed six months and the transitional work assignment may not violate any other provisions of City policies.

17.6.5 Approval of Use of Leave Without Pay

In general, Leave Without Pay for periods in excess of thirty (30) consecutive calendar days shall only be awarded to regular, full-time classified employees.

Appropriate paid leave must be exhausted before Leave Without Pay can be used.

For LWOP Sick, all accrued leave (sick, annual, birthday, holiday and TILO) must be exhausted before LWOP can be approved.

For LWOP Annual, all accrued annual leave, birthday, holiday and TILO must be exhausted before LWOP can be approved. Sick leave may not be used in place of annual leave.

Employee's who are approved for extended leave must use any paid leave hours on their first shift(s) of the pay period in accordance with the order of precedence listed below:

- 1) Sick Leave (if employee is sick or on medical leave)

- 2) Vacation/Birthday Holiday/TILO (after sick leave is exhausted, if employee is sick or on medical leave).

All LWOP must be approved by the employee's Department Director, or designee, and non-medical Leave Without Pay for periods in excess of thirty (30) consecutive calendar days must also be approved by the City Manager, or designee.

Leave Without Pay for medical reasons must be approved by the employee's Department Director, or designee, and the Human Resources Department. An employee on Leave Without Pay for medical reasons will normally be at a residence for the purpose of recuperating, at a medical facility, or at a facility purchasing personal items and/or medications, and shall be responsible for notifying the Department Director, or designee, of his/her primary location, contact information and return to work status during the leave period.

17.6.6 Leave Without Pay During a Pay Period With a Holiday

If the employee is in a full-paid status for the full shift, before and after the holiday, then the employee is entitled to holiday pay. If the employee is in LWOP status during the shift immediately preceding or following the holiday, then holiday pay will not be granted.

17.6.7 Impact On Benefits During Leave Without Pay

Service Credit Except for military leave and Leave Without Pay resulting from job-related injury or illness, periods of continuous LWOP in excess of thirty (30) days shall not be credited for purposes of annual or sick leave accrual rates, completion of probation (when appropriate), merit increases, seniority (when appropriate) or longevity. The employee's service date shall be adjusted to reflect the actual length of time the employee was actively working for the City of Las Vegas.

Service credit within the state's Public Employees' Retirement System (PERS) will be adjusted to reflect all LWOP.

Sick and Annual Leave Accrual Leave Without Pay for periods in excess of thirty (30) consecutive calendar days, which are authorized for job-related illness or injury, shall be credited for purposes of determining annual or sick leave accrual rates, seniority and longevity, and may be credited for purposes of completion of probation or for salary increases upon recommendation of the employee's department head and approval of the Director of Human Resources and the City Manager.

Insurance Premiums

While an employee is in LWOP status, the City will continue to pay for all employer-provided insurance coverage for the employee only, just as if the employee were in active status.

Employees on LWOP are required to make arrangements with the Human Resources Department to directly pay for their portion of any dependent insurance coverages or supplemental insurances they may have if they wish to continue coverage for dependents under these plans. Failure to do so may result in loss of coverage for the employee's dependents.

17.6.8 Separation

Except as provided for by law, employees who are unable to return to work after being on LWOP status for twelve (12) weeks, may be separated from City employment upon notice to the employee and the Association after the 12 weeks of approved LWOP has expired. The approved 12 week period includes any leave granted under the Family and Medical Leave Act. The separation will be considered a resignation and therefore, employees who are able and capable of returning to work within twelve (12) months following separation can request to be placed on a rehire list in accordance with Civil Service Rules. All entitlement under this provision will end twelve (12) months following the employee's date of separation.

17.7 Application and Examination Leave

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

17.8 Blood Donor Leave

Employees may be granted reasonable paid time off for the purpose of donating blood when participating in a City-authorized and/or sponsored blood donation drive or special need. No employee shall be eligible for overtime as a result of donating blood. All such absences shall be scheduled with the employee's supervisor.

17.9 Catastrophic Leave

1. Eligible Employees:

- a) The Catastrophic Leave Program is available to all LVCEA bargaining unit employees and confidential employees. (I.A.F.F. Local 1285, L.V.P.O.A., L.V.P.P.A., Temporary, and Hourly employees are not eligible for this program.)
- b) Employees must be off probation and employed by the City for six (6) months prior to becoming eligible for the Catastrophic Leave Program.
- c) Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident experienced by an eligible employee that keeps that employee from performing the duties of his/her job, (i.e., hospitalized or home bound). The illness or accident cannot be a result of an illegal act, nor can it be self-inflicted." Employees may not use catastrophic leave to care for a family member.
- d) Employees with an accepted work-related Workers' Compensation claim are not eligible for the Catastrophic Leave Program.
- e) Any employee who receives catastrophic leave benefits and is subsequently awarded workers' compensation benefits shall reimburse the catastrophic leave bank for all benefits received that are covered by workers' compensation payments.
- f) The catastrophic leave benefit will only be paid (provided) until the City paid long-term disability (LTD) insurance plan eligibility kicks in on the 91st day of continuous absence.

2. When an eligible employee as defined above suffers a catastrophic illness or injury, and the eligible employee has or will have exhausted all accrued leave prior to returning to work or reaching the 90 day threshold for LTD insurance coverage, the eligible employee may file a request for donations of leave with the LVCEA. The employee must exhaust all accrued sick and annual leave prior to receiving any leave donated under the program. Catastrophic leave is not intended for those who will not be returning to work (e. g. resignation, retirement, disability retirement, etc.)
3. The catastrophic leave request must be accompanied by:
 - a) A medical statement from the employee's attending physician, indicating 1) the estimated amount of time the employee will be disabled from work and 2) the employee's anticipated return to work date.
 - b) A letter / e-mail from the Department Director approving the affected employee's request for a leave of absence without pay (LWOP). Requests for medically-related LWOP will not be unreasonably denied.
 - c) Confirmation from Payroll that all leave accruals have been exhausted.
4. A committee ("The Committee") appointed by the LVCEA President will review the request to verify the employee's eligibility to receive leave donations.
5. The LVCEA may conduct a solicitation of donations with no personal lobbying by employees on their own behalf. Solicitations will be conducted no more than four (4) times per year and all donations will be submitted to the Finance Department on a form provided by the LVCEA.
6. Donations can be made from the donor's available leave banks. Sick leave donations will only be allowed from the employee's payable hours (those hours for which the employee would receive cash payment upon separation from City employment.) Employees with less than five (5) years of classified service are not eligible to donate sick leave, since accrued sick hours are not yet vested for payout purposes. Employees with more than five (5) years service but less than twenty (20) years service can donate up to fifty (50%) percent of their non-surplus sick leave hour accruals and employees with more than twenty (20) years service, can donate up to 100% of their non-surplus sick leave hour accruals. Employees with a sick leave balance above their cap may donate accrued, sellable hours as defined in the sick leave article.
7. The minimum leave donation is four (4) hours. However, employees must have a sick or annual leave balance of at least forty (40) hours following donation.
8. The LVCEA will forward notification of the time donations to Finance, where the donated time will be converted to dollars at the current hourly rate of the donor. If any donated sick leave hours remain at the end of the catastrophic leave, they will remain in a catastrophic leave bank for future use. In the event an affected employee receives donated hours, but returns to work prior to the anticipated return to work date, any hours paid out of the cat leave bank in excess of what was needed will be reimbursed to the catastrophic leave bank by the employee.
9. The parties agree that should any problem arise in the administration of this paragraph or any abusive practice should arise, that the parties agree to meet to make reasonable adjustments to facilitate the administration of the program or to eliminate any abusive practices.

17.9.1 Supplemental Policies and Procedures

1. Catastrophic Leave benefits are available from the first (1st) day of absence through the ninetieth (90th) day of absence presuming the affected employee has exhausted all of their

accruals, the Department Director has approved their leave without pay request (requests will not be unreasonably denied), and the medical issue is considered to be catastrophic in nature.

2. Catastrophic Leave benefits will not be approved if the illness or injury of any person other than the employee would not qualify the employee to receive Catastrophic Leave benefits.

3. An employee requesting Catastrophic Leave benefits must submit a Catastrophic Leave Agreement Form to the Catastrophic Leave Committee accompanied with a medical documentation in compliance with this agreement.

4. Request for Catastrophic Leave benefits will be processed on a first-come basis.

5. In accordance with federal laws governing medical privacy (HIPPA), the Donation Request Form shall not include any information relating to the requesting employee's illness or injury condition.

6. An employee making a request for Catastrophic Leave benefits must agree to indemnify and hold the LVCEA, its officers, directors, trustees, members and employees harmless from any lawsuits, malfeasance, and/or claims or damages for failure on the part of the City to process the request in a timely manner.

7. Under no circumstances will any benefits be paid from the Catastrophic Leave bank beyond ninety (90) calendar days from the date the employee was required to be absent from duty on a continuous basis since the City-paid LTD insurance benefit eligibility kicks in on the 91st day of absence.

17.10 Bereavement Leave

Employees shall be permitted to absent themselves from work to attend to matters related to an impending or subsequent death and or funeral of a member of their immediate family. Sick or Annual Leave shall be granted for a maximum of five (5) days per occurrence. In extraordinary circumstances, additional leave may be granted by the Department Head.

17.11 Funeral Leave

Employees may be granted up to four (4) hours of annual leave to attend a funeral of an acquaintance or co-worker on short notice. Whenever possible, such leave should be requested at least one day in advance.

17.12 Voting Leave

The City of Las Vegas agrees to allow time off from work for the purpose of voting according to the provisions of NRS 293.463, which reads as follows:

1. Any registered voter may absent himself from his place of employment at a time to be designated by the employer for a sufficient time to vote, if it is impracticable for him to vote before or after his hours of employment. A sufficient time to vote shall be determined as follows:
 - a. If the distance between the place of such voter's employment and the polling place where such person votes is 2 miles or less, 1 hour.
 - b. If the distance is more than 2 miles but not more than 10 miles, 2 hours.
 - c. If the distance is more than 10 miles, 3 hours.
2. Such voter may not, because of such absence, be discharged, disciplined or penalized, nor shall any deduction be made from his usual salary or wages by reason of such absence.
3. Application for leave of absence to vote shall be made to the employer or person authorized to grant such leave prior to the day of the election.

4. Any employer or person authorized to grant the leave of absence provided for in subsection 1, who denies any registered voter any right granted under this section, or who otherwise violates the provisions of this section, is guilty of a misdemeanor.

In the event the State of Nevada changes the provisions of NRS 293.463 it is understood that this section would change accordingly. This section is not subject to the grievance and arbitration process.

17.13 Safety and Health Fair Leave

At the convenience of the City, employees may be granted reasonable time off with pay to attend sponsored Safety and Health functions, benefit fairs or other benefit related promotional events. This section is not subject to the grievance and arbitration process.

17.14 Volunteer Leave

Employees may be granted up to five (5) days per year either without pay or through the use of annual leave for the purpose of volunteering to provide help or service to a charitable organization. This section is not subject to the grievance and arbitration process.

17.15 Documentation

The City may require appropriate documentation to substantiate any type of leave granted under this article.

ARTICLE 18 - MEDICAL BENEFITS

(A) The City and the Association agree that the City will pay the cost of group hospitalization, health, dental, vision, and term life insurance for each individual employee covered by the provisions of this contract. The City agrees to pay dependent insurance coverage costs equal to fifty percent (50%) of the actual cost. The City will provide medical insurance benefits to LVCEA represented employees which are worth at least \$735 per employee per month on average. Moreover, the City will provide medical insurance coverage that is substantially similar to the insurance that is shown in Attachment E for calendar year 2016.

(B) The City agrees to pay the cost of long-term disability insurance. Moreover, the City will provide each employee covered by this agreement a \$20,000 term life insurance policy.

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

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

2. A record is kept, by pay period, of the employees' contributions collected and deposited on their behalf.

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

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

(E) All insurance contracts must be approved by the City Council.

ARTICLE 19 – DISABILITY

(A) Employees shall be covered by the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616A-D), the Nevada Occupational Diseases Act (NRS Chapter 617) and the Nevada Occupational Safety and Health Act (NRS 618). However, Worker's Compensation decisions and appeals are not grievable pursuant to this collective bargaining agreement.

(B) Should an employee suffer an accepted claim of service-incurred accident or illness and the benefits paid to such employee under the provisions of the Workers' Compensation Program shall not equal the employee's present gross salary, then, in that event, the employer shall pay to the employee an amount equal to the difference between the compensation received under the Workers' Compensation Program and the employee's then present gross salary, excluding overtime, for a period of two hundred eighty (280) hours from the first day of absence due to illness or injury. However, employees hired after 7/1/14 will only receive full salary continuation for a period of eighty (80) hours from the first date of absence due to illness or injury. Thereafter, Worker's Compensation payments will revert to the State mandated rate.

(C) An employee whose full salary is being maintained under the provisions of this Article shall not be charged with the use of sick leave as established under Article 11 for the period of full income maintenance. Thereafter, accrued leave time may be utilized to subsidize the Worker's Compensation payments up to 100% of regular wage.

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

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

ARTICLE 20 – RETIREMENT

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

(B) The City and the Association agree that compliance with NRS 286 requires that any future increases or decreases in the Public Employees Retirement System (PERS) contributions will be equally shared with the City paying/receiving 50% of the increase/decrease and the employees

paying/receiving the other 50% of the increase/decrease through an equivalent reduction/increase in employee wage rate.

(C) If NRS 286 is amended in a manner that affects payment of employees' portion of the contribution required by NRS 286, the parties will enter into negotiations for a replacement to this subsection.

ARTICLE 21 - REDUCTIONS IN FORCE

1) NOTICE

Whenever a layoff has been authorized, the City shall notify the Association in writing at least sixty (60) calendar days prior to the layoff. The notice shall contain the following:

- a) The effective date;
- b) A list of all incumbents in the affected positions.

The City shall meet and confer with the Association regarding the reduction in force.

2) LAYOFF PROCEDURE

The order of layoffs is as follows:

- a) Temporary employees;
- b) Probationary employees;
- c) Full-time or part-time employees in a qualifying status;
- d) Full-time or part-time employees in reverse order of their seniority. The employee with the least classification seniority shall be released first. In the case of a tie, within classification seniority, the employee with the least City employment shall be released first.

Any employee laid off shall have his/her name placed on the recall list for that classification pursuant to Section 6 below.

3) BUMPING AND RECALL RIGHTS

- a) An employee who is laid off shall have the right to bump to another classification that the employee previously held where they have sufficient classification seniority (to include the seniority that they had acquired in the classification from which they are being laid off) and that is in the same or lower grade as the employee's current grade.
- b) Bumping shall be into the position occupied by the least senior employee in the classification. That least senior employee will then be added to the list of employees included in the layoff and may exercise all the rights contained in this article.
- c) An employee who bumps to another previously held classification shall carry their current classification seniority to the new job.
- d) An employee who elects to bump into another classification previously held retains the right to be on the recall list for the classification from which they were laid off.
- e) Any employee who is recalled to a job with the same or more scheduled work hours they held prior to the layoff shall forfeit any future right to be recalled to that same classification if they decline the recall offer.
- f) An employee who was laid off may accept an offer of a part-time position with fewer scheduled work hours in that same classification without forfeiting their right to be recalled to their prior scheduled work hours in that same classification.

- g) Any employee who is recalled, or bumped into a prior classification, shall obtain any required certifications within six (6) months of reinstatement.

4) INTERVIEW FOR PLACEMENT

An employee who has insufficient seniority to bump may elect to be interviewed for another classification they qualify for on or before the effective date of the layoff. A position in that classification must become vacant and be approved to fill during the 60 day layoff notification period. If selected, the employee retains the right to be on the recall list for the classification from which they were laid off.

5) SEPARATION

- a) Employees who are laid off shall be paid all their accrued leave and TILO pursuant to the provisions contained elsewhere in the collective bargaining agreement.
- b) The City shall additionally pay to a separated employee twelve (12) weeks of severance pay.
- c) Any employee who voluntarily separates employment from the City for any reason (e.g. retirement, resignation, etc.) shall forfeit their recall rights and be removed from the RIF recall list. In the event a laid off person on the RIF recall list declines an offer of part-time employment, or accepts a part-time position, and subsequently relinquishes that part-time position, their name will remain on the RIF recall list.

6) RECALL LIST

- a) The City shall continuously maintain and update a recall list for each classification that has had a layoff. The recall list for a given classification shall continue to exist as long as one (1) or more persons remain on the list. The City shall order the employees on each recall list pursuant to the employee's classification seniority, from highest seniority to lowest seniority. Whenever two (2) or more employees have the same classification seniority, the City shall place those employees in order of their City seniority. The City shall transmit to the Association a copy of each recall list upon request.
- b) Employees shall remain on a recall list until they are either recalled to their prior position, are removed from the list for failing to respond to a notice of recall pursuant to Section 7(b)(2), voluntarily separate, or after eighteen (18) months of being placed on the list, whichever occurs first. Individuals who were on the recall list as of 12/3/2014 were removed from the list on 12/22/15.
- c) The City shall not hire any combination of part-time, hourly, or temporary employees to perform the duties set forth in the classification specification performed by the equivalent of one (1) full-time employee, in any classification in which there is a recall list, unless the Association provides the City approval in writing to do so.
- d) The City will meet and confer with the Association regarding any requests for reclassification in which there is a recall list.
- e) If the City reclassifies a group classification title for which a RIF list currently exists, the RIF list will apply to the new job title.

7. REINSTATEMENT OF EMPLOYEES

Whenever the City decides to fill a position which was vacated due to a reduction in force (layoff), it shall first offer the position to the person with the most seniority on the respective recall list.

The following procedure shall be employed for reinstating persons from a recall list:

1. The City shall notify the person to be recalled by both email, if known, or by certified mail, return receipt requested, at the last known address. The notice shall state that (a) the person must respond within ten (10) calendar days of receipt of the notice, either by e-mail, in-person, or by certified mail; (b) that if the person fails to respond in a timely manner, or rejects an offer of reinstatement to their full-time position, their name shall be removed from the appropriate recall list.
2. A lack of timely response or rejection will result in the person being removed from the recall list and forfeiture of all recall rights to that classification, unless the recall offer is for a position with fewer work hours than the position from which the employee was laid off (see Section 3e).
3. If a person so notified either rejects the City's offer of reinstatement or fails to respond in a timely manner, the city shall notify the next person on the recall list, and shall continue to go through the recall list until the person accepts the offer of reinstatement or until no more persons remain on the list.

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

1. The employee shall receive from the City all benefits for which he/she was not paid at the time of the employee's separation.
2. The employee's City seniority shall be adjusted in accordance with Article 22.
3. The employee shall receive longevity, sick leave, annual leave and other service related benefits at the rate as when the employee was originally laid off.
4. If the employee's former classification was reassigned to a lower salary grade while the employee was laid off, the employee shall be reinstated at their prior rate of pay and be Y-rated if appropriate.
5. The City shall not require the employee to complete another probationary or qualifying period.
6. The employee shall have six (6) months to secure any required licenses or certifications that may have lapsed during the period which the employee was laid off.

ARTICLE 22 – SENIORITY

22.1 Definitions

22.1.1 Article Definitions

City seniority - the total length of active employment with the City.

Classification seniority - the employee's total length of active service in a classification, which may include reclassification.

Flex Classification(s) – positions that have been designated as flex classifications allow for promotion without testing from the lower level to the higher level at the recommendation of management and after meeting the minimum qualifications for the higher level. Employees will serve a qualifying period after a flex promotion. Flex classifications are designated with an "(X)" after the classification title. An example would be Animal Control Officer I (X) and Animal Control Officer II (X).

Job Series – The classifications belonging to each job series. These will be determined by mutual agreement between Human Resources and the Association.

Reporting Location - the facility or work location where a given employee reports to work each day.

Work unit - one or more employees who report to a common supervisor. However, two or more work groups in a division or department with similar operational procedures may be considered as one work unit for purposes of this Article.

22.1.2 Common Definitions

The following are terms used in this article as defined in Article 3:

- Classification;
- Demotion;
- Qualifying Period;
- Probationary Period
- Promotion;
- Reclassification;
- Service Date;
- Shift;
- Transfer

22.2 Ranking of Seniority

City seniority shall be determined in the following order:

1. Service date; if tied, then
2. Hire date; if tied, then
3. Human Resources date/time stamp
4. Any further ties or disputes shall be determined by a one-time lottery.

Classification seniority for those employees in a given classification shall be determined in the following order:

1. Length of time in the classification; if tied, then

2. Service date; if tied, then
3. Hire date; if tied, then
4. Human Resources date/time stamp
5. Any further ties or disputes shall be determined by a one-time lottery.

22.3 Seniority Lists

By October 1st of each calendar year, the City shall establish a seniority list for each classification which includes the following information:

- the employee's name;
- the date of last promotion to the present classification;
- the service date;
- hire date; and
- Human Resources date/time stamp.

All seniority lists shall be available for inspection in Human Resources and shall also be provided to the Association. Department and division offices shall have current seniority lists available for any classification within that department or division for review by employees.

Protests regarding the accuracy of a given seniority list must be filed in writing with Human Resources no later than November 15th of the current calendar year. If no protest is filed by Nov 15th then the seniority list for that classification shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority lists. A protest of a given seniority list shall be resolved through discussions between Human Resources and the employee and the Association, after giving the employee an opportunity to submit a written seniority protest form. If there is still a dispute following discussion of the protest, the Association may file a grievance.

22.4 Rules for the Accrual of Seniority

22.4.1 City Seniority

Employees shall accrue city seniority from the date of hire in the classified service subject to the following rules:

1. Seniority shall not be broken for paid leave of any duration or unpaid leave of less than (30) thirty consecutive calendar days. Periods of unpaid leave of thirty-one (31) consecutive days or more, excepting military leave and leave resulting from job-related illness or injury, shall not be credited for purposes of seniority.
2. Temporary employees shall be credited with all time worked as a full-time employee on a temporary basis only after obtaining probationary status in the same classification. Time will be credited only if there is no break in service between temporary and probationary status.
3. Part-time classified employee seniority determinations shall be made on a prorated basis, using the actual number of hours worked, with 2080 hours being the equivalent of one year of service.

22.4.2 Classification Seniority

Employees shall accrue classification seniority for all time spent in a given classification subject to the following rules:

1. An employee who receives a promotion and subsequently returns to the former classification during the qualifying period shall be credited with time spent in the higher classification.
2. An employee who receives a promotion and subsequently returns to the former classification after the qualifying period shall not be credited with any time spent in the higher classification.
3. If an employee voluntarily demotes into a classification in the same job series, the employee shall be credited with time spent in the higher classification in the same job series.
4. If an employee voluntarily demotes into a classification in a different classified job series, the employee shall not be credited with any time spent in the higher classification in the different job series.
5. Classification seniority may include title changes or reclassifications of the position, to be reviewed by Human Resources on a case-by-case basis, and after meeting and conferring with the Association.
6. Employees shall receive classification seniority for time spent in an approved acting capacity under the following conditions:
 - a. The assignment is for a minimum of thirty (30) continuous calendar days;
 - b. The employee is selected for the position while in the acting capacity;
 - c. The acting time is documented via the formal Human Resources Acting Pay Request form;
 - d. The acting time took place on or after July 1, 1995; and
 - e. Time spent acting in an appointive position after December 3, 2014 will not affect credited classification seniority.
7. If an employee transfers or promotes from a classified position to an appointive position and subsequently returns to a classified position, none of the time spent in the appointive position will be credited towards classified seniority.
8. Flex Classification Seniority – Employees who meet the requirements to be flex promoted shall be allowed to bring their lower level seniority with them when promoting to the higher level. Flex classification seniority shall be maintained on one seniority list. Service time accrued in the lower classification is combined with service in the higher classification.

22.5 Rules for the Use of Classification Seniority

22.5.1 Reductions in Force (RIF)

Classification seniority shall be the controlling factor in any reduction in force

Classified employees, who bump to a lower classification shall be credited with time served in the higher classification. If an employee is called back to the higher classification, all previous seniority in the higher classification will be reinstated and removed from the lower classification seniority.

Any employees with regular status who is appointed to a city position outside the classified service shall retain the right to return to regular status in the classified service, only if the non-classified (appointive) position is eliminated.

22.5.2 Annual (vacation) Leave

Classification seniority shall be the controlling factor in the scheduling of annual leave unless a work unit and management mutually establishes in writing another procedure as approved by the Director (or designee) and the Association.

22.5.3 Shifts

Classification seniority shall be the controlling factor in the assignment of employees to a given shift within a division unless the work unit and management establishes in writing another procedure that is approved by the Director (or designee) and the Association.

If the Director (or designee) has cause to believe that a given employee cannot be placed on the shift as requested due to that employee's knowledge, skills, abilities, customer service skills, interpersonal (people) skills, communication skills, certifications, work history, or other similar attributes, then the Director (or designee) shall reduce the justification to writing and shall provide a copy of the document to both the employee and the Association. If the employee disagrees with the decision, the employee may file a grievance, which may only be processed through Step 3 of the grievance procedure.

22.5.4 Reporting Location

For those divisions that have multiple reporting locations, classification seniority shall be the controlling factor in the assignment of an employee to a reporting location unless the work unit mutually establishes in writing another procedure that is approved by the director (or designee) and the Association.

Special Rule for the Departments of Parks & Recreation and YDSI. Because this department has multiple facilities, this department shall instead divide its facilities into two equal zones based upon geography. Classification seniority shall instead be the controlling factor in the assignment of-an employee to a zone. However, once a zone is selected by an employee, management then reserves the right to assign the employee to a facility within that zone. All other limitations as described in the remainder of this section shall apply.

If the Director or designee has cause to believe that a given employee cannot be placed in the reporting location as requested due to that employee's knowledge, skills, abilities, customer service skills, interpersonal (people) skills, communication skills, certifications, work history, and other similar attributes, then the director or designee shall reduce the justification to writing and shall provide a copy of the document to both the employee and the Association. If the employee protests the decision the employee may file a grievance, which may only be processed through Step 3 of the grievance procedure.

ARTICLE 23 – SCHEDULES AND HOURS

23.1 Definitions

23.1.1 Article Definitions

Work unit - means a group of employees under common supervision that is within a division.

Return to work - means when an employee has stopped work for the day and is required at a later time to return to his/her assigned duty location to perform assigned tasks.

23.1.2 Article Definitions

The following are terms used in this article that have definitions in Article 3:

- Alternate Work Schedules (AWS)
- Call-Out
- Normal Work Day
- Normal Work Week
- Overtime
- Shift
- TILO (Time in Lieu of)

23.1.3

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

23.2 Hours and Work Week

The normal work week shall be forty (40) hours, consisting of ten (10) consecutive hours per day (exclusive of lunch break) during four (4) consecutive days commencing with the first hour and day of the employee's regularly assigned workweek and shift. The City has the right to adjust the normal work week of employees such that employees work eight (8) consecutive hours per day (exclusive of lunch break) during five (5) consecutive days commencing with the first hour and day of the employees normally assigned work week and shift.

The official workweek shall begin on each Sunday at 00:01 hours, and shall end at 24:00 hours on the following Saturday.

23.3 Identification of Shifts

The City shall have the right to establish work schedules and starting times. The City shall designate the starting and stopping times of each shift; the meals and rest periods of each shift; and may stagger such times between various departments and between groups of employees or individuals within a department.

23.4 Rest Periods and Meal Periods

Employees shall be given paid rest breaks of not less than fifteen (15) minutes during every four (4) or five (5) hours worked. The timing of such breaks is to be flexibly arranged in accordance with existing practices.

Employees shall get at least a thirty (30) minute unpaid meal break during their shift.

23.5 Alternate Work Schedule Details

Creation of an AWS. If an Alternate Work Schedule (AWS) is requested by a majority of the employees affected in a department, division, or work unit; the Association with work unit employees, representatives of Human Resources, and department and work unit supervisors shall meet within fourteen (14) days to discuss the feasibility of establishing an AWS for the requesting department, division; or work unit. If a mutually acceptable AWS plan can be established, it shall be put into effect for a trial period of six months within sixty (60) days of agreement of the AWS plan.

Appeal When Mutual Agreement Not Reached. In the event where the majority of the employees in a department, division, or work unit want an AWS and mutual agreement between the Department and the Association cannot be reached, the Association may request to have the AWS submitted to the City Manager or his designee for resolution. At the meeting with the City Manager or designee, both sides shall be present and shall be required to present their case, including evidence that they may have to support their position. Each side shall have the opportunity to ask questions of the other side.

Modification or Discontinuance of an AWS. The City Manager, Deputy City Manager or someone acting in the official capacity for the City Manager or Deputy City Manager may discontinue the program if, in good faith, and after discussions with the employees, the City Manager, Deputy City Manager or someone acting in the official capacity for the City Manager or Deputy City Manager determines that the AWS plan is not in the best interests of the City.

Written Plans. All AWS plans instituted or modified hereafter shall be in writing and shall include as a minimum the job classifications included within the plan, a description of the schedule, treatment of paid holidays, and conditions of the plan. Start and stop time, meal and break periods, work schedules and days off will not be included in the AWS but will be assigned by the Department. The written plan shall be signed and dated by a representative of the department and the Association.

23.6 Schedule Alterations/Changes

Employee's work schedules will not be altered on a short-term basis (less than four (4) months). Any short-term change in a work schedule must be mutually agreed to, in writing, by the City and the employee(s) and must not be established for the sole reason of avoiding overtime pay.

23.7 Schedule Reporting

The LVCEA may request an update of one or more departments work schedules. When this occurs the LVCEA will submit a written request for the schedules to the Department of Human Resources. The City shall make reasonable attempts to fulfill the LVCEA's request within thirty (30) calendar days.

23.8 Overtime

Requests and Rotation. Supervisors may require that employees work overtime. Overtime work shall be voluntary and shall be rotated amongst employees in the classification needed to work overtime on a fair and equitable basis. Supervisors shall post (in a place that is accessible to all employees in the work unit) overtime lists for each classification in the work unit. Where work units do not have a defined work area, the list shall be posted electronically. The overtime lists will be renewed at the beginning of each calendar year and will be arranged according to seniority, with the most senior employee for each classification placed at the top of the list. When an employee is offered an overtime assignment, they will be moved to the bottom of the list whether they accepted the assignment or not. The overtime lists shall be updated each week. If no one agrees or volunteers to work the overtime, the supervisor may require (mandate) that a qualified employee work the overtime. Such mandated overtime will also be rotated amongst employees in the classification needed to work overtime on an equal basis, as long as the employee(s) are qualified to do the work.

Compensation. Overtime pay is defined as additional compensation earned by an employee who : 1) comes in early for a regularly scheduled shift, or 2) is held over on a regularly scheduled shift, or 3) returns to work after completing a normal shift as requested, or 4) reports to work on a day in which a normal shift is not scheduled, or 5) works hours in addition to their regular shift.

Employees who work longer than their normal work day shall be paid overtime at a time and one-half (1½) hourly rated basis based on their hourly rate of pay, including longevity, for all overtime work; provided however that if the overtime worked is not in conjunction with the employee's regular hours the employee shall be paid a minimum of three (3) hours or the actual time worked whichever is greater. Part-time employees will not be paid overtime until after forty (40) hours have been worked.

Employees who do not report to work on a particular day, but who respond to business-related telephone calls or perform work related tasks as directed by management through use of a computer will be paid a minimum of one and one half (1.5) hours overtime or the actual time performing those tasks, whichever is greater, regardless of the number of phone calls received or the times at which those phones calls are received that day.

Overtime Breaks. Employees who may be expected to work more than two (2) hours overtime upon completion of their regular shift shall be entitled to a paid fifteen (15) minute break at a time convenient for the employee and the City in light of the nature of the work being performed.

23.9 Call Out

Compensation. In emergency situations requiring immediate attention, where the department head or designee feels that it is necessary to call out one or more members of a department, and order them back to work, an employee shall be paid overtime at a time and one-half (1½) basis, plus longevity, for all call-out hours or any fraction thereof worked.

The employee shall be paid for a minimum of three (3) hours regardless of having returned to work for less than three (3) hours on the total call-out. In the event that the period of call-out extends into the employee's normal working shift, the employee shall be paid for a minimum of three (3) hours in addition to the normal working shift. If the period of call-out exceeds three (3) hours, but does not extend into the employee's normal working shift, the employee shall be paid for the amount of time actually worked at the overtime rate.

Multiple Call Outs. An employee who returns to work for less than three (3) hours on the initial call-out and is then called out a second time during the initial three (3) hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences exceeds three (3) hours, in which case he/she shall be paid for the aggregate time worked. In the event an employee is called out for a second time after the expiration of the first (1st) three (3) hour window from the first call-out, he/she shall be paid for a minimum of three (3) hours for each call-out except as provided in the previous paragraph. Shift differential will only be paid to those employees assigned to a shift eligible for shift differential pay.

23.10 TILO (Time in Lieu Of)

In General. Because the workload of some functions fluctuates both within and beyond the payroll periods, employees may work Time in Lieu of (TILO). The purpose of TILO is to allow employees to accumulate and to take TILO time in conjunction with workload peaks and lows, rather than be paid at the overtime rate. Employees shall have the option of TILO accumulation rather than overtime pay up to the maximum allowed. In situations involving special funding, the City and the LVCEA will meet, discuss and agree to the method of overtime payment.

Accumulation of TILO. To accumulate TILO time, employees may volunteer to accept time off rather than overtime pay. This TILO time will be accumulated at a time and one-half (1½) rate for payment purposes. No employee can be required take time off rather than be paid at the overtime rate. No employee may have an accumulated balance of TILO time exceeding two hundred forty (240) hours at the end of any pay period.

Use of TILO. To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence. Such absences will normally only be scheduled when the workload will allow the employee to be absent. This means that employees may be denied the use of TILO time whenever, in the supervisor's judgment, it is felt that to allow the employee to use such time will require the City to pay other employees at the overtime rate or accumulate TILO time. Employees may not have a deficit TILO time balance. Employees shall be paid for any TILO time in excess of two hundred forty (240) hours.

Reporting of Time Accumulated and Used. This accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees on the paycheck stubs in the same manner as vacation and sick

leave hours are reported. If an employee accumulates and uses the same number of TILO hours within a pay period, the records may not show on the paycheck stub.

Payoff at Separation and Annually Upon Request. At the time of separation from City employment, employees will be compensated for any accumulated and unused TILO time at a regular hourly rate plus longevity. Each year, employees may elect to exchange up to sixty (60) hours or less of TILO leave for up to sixty (60) hours of salary plus longevity, subject to the following conditions:

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

23.11 Stand-By Time

Stand-by time is defined as time that an employee is assigned, in writing and in advance, to be ready to work outside their normal work hours

Schedule and Response. While on stand-by time, the employee must be ready and able to report to work within forty-five (45) minutes if so notified by phone, pagers, or other electronic device provided by the City. Employees on stand-by shall be subject to the call out provisions of this Article.

Payment. Stand-by time shall be paid at a rate of thirty-five dollars (\$35) per day on a normal day worked and fifty (\$50) per day on a normal day off. Stand-by time shall not be included in the computation of overtime. No employee shall receive stand by pay while out on sick leave or while on vacation.

23.12 Shift Differential

Shift Differential shall be paid pursuant to the following chart:

<u>Scheduled work hours</u>	<u>Amount of Shift Differential</u>
7:30 am – 4:30 pm	No differential pay
4:30 pm - 12:00 am	4% of the employee's normal hourly rate plus longevity
12:00 am – 7:30 am	6% of the employee's normal hourly rate plus longevity

Shift Differential will be paid to an employee for a given shift (whether it be the employee's regular shift or an overtime shift) when the majority of the hours worked by the employee fall within either the 4:30 pm – 12:00 am or the 12:00 am – 7:30 am shifts.

Employees who are temporarily assigned to day shift for training for a period of two pay periods or less will still receive shift differential. Employees who normally get shift differential pay who are off work, but in a paid status, still receive the shift differential pay.

ARTICLE 24 - PROMOTIONS

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

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

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

(D) Regular full-time employees serving in an approved acting capacity for a minimum of thirty (30) continuous calendar days, and subsequently promoted to the position in which they have been acting, will receive a maximum of 90 days (three months) credit toward their qualifying period, providing the service in that particular acting capacity has been continuous and within the same department. Approved acting time must be documented via the formal Human Resources Acting Pay Request form. Both management and employee shall have the remainder of the six-month qualifying period to decide whether or not confirmation in the new position is appropriate.

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

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

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

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

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

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

(J) TRANSFER RETURN RIGHTS

The parties agree that, the following procedure shall be followed once an employee-requested transfer has taken place:

1. Employees who have requested and accepted transfer positions, either within the CEA bargaining unit or to other City positions, shall have the right, during the first six months of their qualifying period, to voluntarily return to their former department in the same classification.
2. Exception: Employees voluntarily transferring to a flex position, where the entry level for that position is a lower salary grade than their current position, but the journey level is higher; do not have return rights to their former classification. This situation shall be treated as a voluntary demotion.

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

ARTICLE 25 – LABOR/MANAGEMENT MEETINGS

(A) Joint Labor-Management Meetings

The purpose of these meetings are to provide a forum for the discussion of issues or topics that may fall within the Collective Bargaining Agreement, and have an impact on the Association and its members.

(B) Types and frequency of meetings:

1. Monthly meetings – typically held between CEA Board members and representatives of the CLV Human Resources Department. This group usually meets every month, except when local negotiations are occurring.
2. Meetings with the City Manager's Office - typically held between CEA Board members and representatives of the City Manager's office and the Human Resources Department. This group usually meets on a quarterly basis.
3. Retreats – typically held on an as needed basis, but no more often than annually. Attendees normally include the CEA Board and representatives of the City Manager's office or designees. The intent of the joint retreats are to further labor-management cooperation and relations. Retreats are not required and not grievable.

(C) Association Representatives Paid Time Off

When any of the above meetings are held during an Association representative's straight-time hours, the employee shall not lose pay for time spent in such meetings. However, should any meeting extend beyond a representative's regularly scheduled work day or should the meeting be scheduled on a non-work day of a representative, the City shall not compensate the employee/representative for such time.

(D) Agendas

When practicable, all of the above meetings will have an agenda, which will be issued at least three (3) days prior to the meeting and allow for the placement of items on the agenda by any of the attendees.

(E) Tolling of Timelines

When a grievable item is placed on the agenda for any of the above meetings, upon request, the parties may agree to toll the timelines for grievance submittal to allow for additional information to be gathered and discussed. Any request for the tolling of timelines will be communicated in writing between the parties and properly documented.

(F) Modifications to the Collective Bargaining Agreement

Any modifications to the Collective Bargaining Agreement that are discussed at any of the above meetings must be mutually agreed to in writing by both the City and the Association. A Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) may be used for this purpose.

ARTICLE 26 - SAFETY AND HEALTH COMMITTEE

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

(B) In order to facilitate this Article, the Association shall appoint six (6) Association members to serve on the City's Safety Oversight Committee (SOC). These members shall be appointed by the Association and should be representative of divisions where exposure to safety hazards may pose a greater risk. The City's safety and loss control representative shall chair the committee. The City shall provide any necessary clerical support for the committee.

(C) The responsibilities of the SOC shall be guided by the Safety Oversight Committee Charter. SOC members shall function as contact points for employees in all departments to report safety issues.

(D) Safety issues reported to the SOC shall be addressed as directed by the Safety Oversight Committee Charter. Any safety or health concern that poses imminent danger to any employee shall be immediately reported to the City's Safety Loss Control Officer.

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

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

ARTICLE 27 - ACTING PAY

Employees who are offered and temporarily accept the full responsibilities of a position of a higher salary grade for at least half (1/2) of a regularly scheduled workshift shall be paid at a rate equal to five percent (5%) higher than the employee's current base salary, plus longevity, or the minimum rate of the salary grade for the classification in which the employee is acting (whichever is greater) for the entire workshift. However, the employee's combined base salary, any applicable Y-rate, and acting pay may not exceed the range maximum of the classification in which the employee is acting.

Acting pay for periods of a minimum of thirty (30) continuous calendar days require the written approval of the Director of Human Resources. Employees who are acting in any "exempt from overtime" position shall not be entitled to overtime compensation. Selection for acting assignments shall be made from eligible employees in a fair and equitable manner taking into account the employees work history and the specific needs of the business.

ARTICLE 28 - EMPLOYEE ASSISTANCE

(A) The City and the Association recognize the value of having referral, counseling and assistance programs available to those employees who have personal problems which may interfere with the efficient and productive performance of their job responsibilities and duties. The City and the Association will, endeavor to aid such employees who request assistance with personal problems by encouraging them to seek professional assistance if necessary.

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

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

ARTICLE 29 - OUTSIDE EMPLOYMENT

(A) It is the employee's responsibility to promptly notify the City of any outside employment activities in which they are engaged. Accordingly, employees will notify the City of any "outside" employment, or any significant changes or updates to previously submitted information, such as, but not limited to, outside employer name changes, personal (internal) job changes, schedule / hours changes or outside work relationship or business affiliation changes with the City of Las Vegas, on an appropriate and reasonable City form which is available on the City website for that purpose. All legal employment shall be approved unless the City can show just and reasonable cause for the denial or revocation of the approval. No approval shall be delayed for more than fifteen (15) calendar days from date of submission without justification.

(B) No outside employment shall interfere with an employee's primary City employment responsibilities, or result in a conflict of interest.

(C) Submitted and approved outside employment requests by employees will be maintained by the City.

ARTICLE 30 - LEAVE TIME FOR ASSOCIATION PRESIDENT AND VICE-PRESIDENT

(A) The City shall grant both the President and the Vice-President of the Association, eighty (80) hours bi-weekly to perform Association business. While in this capacity, the President and Vice-President will be on leave of absence from his or her department and will be temporarily reassigned to the Human Resources Department. Upon completion of the temporary assignment, the President and Vice-President will return to their regular department in the same position previously held unless that position has been eliminated, in which case they will be placed in an equivalent position elsewhere in the City as long as the minimum qualifications are met.

(B) The President and the Vice-President shall be eligible to receive any general and/or merit increase that would have been received had they remained on regular status. Classification seniority, as well as all other seniority, shall continue to accrue during this period of leave.

(C) The President and the Vice-President will be responsible for informing their supervisor when elected and in advance of reassignment. The President and the Vice-President will keep the department informed of their activities and will continue to follow vacation and sick leave requests, approval and usage policies.

ARTICLE 31 – WAIVER

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

ARTICLE 32 - SAVINGS CLAUSE

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

ARTICLE 33 - CONTRACTING OUT

(A) **CONTRACTING OUT:** For the purposes of this Article, “contracting out” occurs when the City enters into an agreement with an individual, partnership, or corporation to perform work currently performed by one or more employees in the bargaining unit(s) covered by this agreement. This Article, in part, is intended to reflect an agreement over any impacts that could occur if a decision to contract out work were made by the City.

The City possesses the right to “contract out” work currently performed by bargaining unit employees, but acknowledges that once a decision is made to contract out work that is currently being performed by bargaining unit members, the City would have to negotiate over any significant impacts that decision may have on any subjects of mandatory bargaining affecting employees covered by this agreement.

(B) **DISPLACED EMPLOYEES:** If any employee in the bargaining unit(s) covered by this agreement is separated from their job as a result of the City’s decision to contract out work, they will be entitled to all rights under Article 21.

RATIONALE REPORTS: Prior to contracting out any work currently performed by one or more employees in the bargaining unit(s) covered by this agreement, the City will provide the CEA with a completed Rationale Report substantially similar to the one currently being used by the parties.

The following contracts do not require a rationale report:

- Contracts fully funded by grant monies, enterprise funds, or other non-general fund sources;
- Contracts for services not currently performed by bargaining unit members;
- Public works projects that do not exceed \$35,000;
- Public works projects that exceed \$100,000 (State law).

In cases where the City is contracting out work currently performed by bargaining unit members, the CEA may request a meeting with the City to discuss the proposed contracting out, including but not limited to consideration of alternate plans in lieu of contracting out the work.

ARTICLE 34 – DURATION

This Agreement executed on _____, 2022, effective July 1, 2021, shall remain in full force until June 30, 2022 at 2400 hours and shall continue from year to year thereafter unless the City and the Association agree to change, amend, modify or terminate this Agreement pursuant to the provisions of Chapter 288 of the Nevada Revised Statutes.

CITY OF LAS VEGAS

LAS VEGAS CITY EMPLOYEES ASSOCIATION, INC.

Vincent Zamora,
Director, Human Resources

DeAndre Caruthers, President

Approved by:

Jason Lupiani, Vice President

Carolyn G. Goodman,
Mayor

Stephanie Demoleas, Secretary

Attest:

Tammy McCullum, Treasurer

LuAnn D. Holmes,
City Clerk

Paula Arias, Board Trustee

Approved as to Form By:

Matt Coombs, Board Trustee

Morgan D. Davis,
Assistant City Attorney

Joe Sama, Board Trustee