



**PPACE**

# SUPPLEMENT

## To the 2007 – 2011 Collective Bargaining Agreement

This document incorporates revisions to the collective bargaining agreement resulting from negotiations that occurred between the parties for Fiscal Year 2009/10 and Fiscal Year 2010/11.

Contract extended through June 30, 2012

LVMPD  
PPACE



**Unless specified herein, all other contractual matters covered by the original July 2007 through June 2011 collective bargaining agreement between the Department and PPACE will remain unchanged.**



**ARTICLE 8 – CORRECTIVE ACTION AND PERSONNEL FILES**

**8.8 Purge Procedures** - Department agrees to meet with the Associations regarding 5/101.42 for possible amendments.

**ARTICLE 12 – SICK LEAVE**

**12.3 Bereavement.** Bereavement leave is recognized to be sick leave and may be used as needed by employees who are required to absent themselves from work for bereavement subsequent to the death of a member of their immediate family. Employees have the option of using other accrued leave for bereavement purposes.

**12.11 Bonus Time.** If a permanent employee uses three (3) or fewer days of sick leave (including FMLA) within a year, the employee will receive three (3) shifts of bonus time hours based on the employee’s regular work schedule (eight (8), nine (9), ten (10), or 12 hours) at the time of accrual (employee’s hire date), which shall be credited to the employee’s bonus leave account the following pay period. An employee hired prior to July 1, 1982, has no limit to their accrual of bonus hours. Employees hired from July 1, 1982 through June 30, 1997, may accumulate up to 144 hours of bonus time. Employees hired on or after July 1, 1997, may only accumulate 72 hours of bonus time. If an employee terminates, the employee shall receive 100% of any bonus leave accumulated at the time of leaving.

**12.13 Payout.** If a permanent employee leaves the service after ten (10) years of continuous employment, the employee shall receive payment of 50% for the employee's sick leave accumulation; after 15 years of continuous service 62½% after 20 years of continuous service, 75%. After 25 years of continuous service the employee shall receive payment for 87.5 percent of the employee’s sick leave accumulation. In all circumstances prior to 30 years of continuous service, payment for sick leave will be computed at the employee’s base salary rate plus longevity. After 30 years of continuous service, payment shall be increased to 100 percent of the employee’s sick leave accumulation at the employee’s regular rate of pay. Regular rate of pay is defined as the rate of pay an employee would receive if he/she was actually working a shift and includes the following: base pay, step increases, longevity, shift differential and training pay. The purpose of this provision is to offer an incentive to employees to maintain a maximum number of accumulated sick leave days to their credit so that any extended illness may be more adequately covered for such emergencies. An employee may utilize the benefit of this provision one (1) time only.

Employees hired or rehired after July 1, 1982, may not receive payment for more than 1250 hours of accumulated sick leave at time of retirement, resignation, or termination. Any hours exceeding the 1250 hour limitation will be forfeited.

Employees hired prior to July 1, 1982, will only receive 87.5% or 100% payment on accumulated hours up to 1,250 hours, whichever is appropriate based on years of service. All other accumulated hours will be paid at 75%.

**ARTICLE 15 – PERFORMANCE APPRAISALS & STEP ADVANCEMENT**

**15.2 Step Advancement Eligibility** - Effective July 1, 2010, all merit increases will be suspended for FY 2010/11 and will not be cumulative for future years.

Natural progressions will not be suspended.

**ARTICLE 18 - VACATION**

**18.1 Accrual.** Department employees working on a full-time basis within the competitive service shall earn vacation credits at the maximum rate of 4.62 hours per biweekly pay period, computed on a basis of work hours of actual service, excluding overtime. During an employee's first ten (10) years of continuous employment, vacation credit may not be accumulated to exceed 320 hours at the beginning of any calendar year. After ten (10) years, an employee may accumulate up to 360 hours at the beginning of any calendar year. With 15 years of continuous employment, employees shall earn vacation credits at the maximum rate of 6.15 hours per biweekly pay period, excluding overtime. After 15 years, an employee may accumulate up to 400 hours at the beginning of any calendar year. Effective July 1, 2003, after 20 years of service vacation leave shall accrue at a maximum rate of 7.68 hours per biweekly pay period during which an employee is in a paid status, excluding overtime. Vacation leave shall become vested six (6) months after initial employment.

**18.9 Sellback.** Non-probationary employees may elect to exchange up to 40 hours annual leave for up to 40 hours of gross salary, excluding overtime. Effective July 2008, employees will be allowed to exchange up to 60 hours.

Exchange of annual leave shall only be done at the first payday of each November. Employees shall submit their request for sellback by October 1<sup>st</sup> of each year.

Exchange privileges apply only to accrued annual leave and/or bonus leave.

**ARTICLE 22 – MEDICAL BENEFITS**

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

The Department will increase its contribution toward medical benefits for the employee and dependents by:

- Effective July 1, 2007 - 10%
- Effective July 1, 2008 - 18%
- Effective July 1, 2009 - 18%
- Effective July 1, 2010 - 0%
- Effective July 1, 2011 - 15%

**ARTICLE 23 – COMPENSATION**

**23.1 Wages.** The Department and the Association agree that the employees represented by the Association as identified in Article 2, Exhibit A, shall receive a net 4% cost of living salary increase to be added to each salary range in the salary schedule (Exhibit B-Salary Ranges). This salary increase shall be paid by increasing each salary range in the 2006-07 salary schedule by the percentages necessary so that after any required retirement deductions, per NRS 286, the employee receives a 4% net increase in base salary, effective June 30, 2007.

Effective June 28, 2008, the Salary Schedule shall be increased by four percent (4%). This salary increase shall be paid by increasing each salary range in the 2007-08 salary schedule by the percentages necessary so that after any required retirement deductions, per NRS 286, the employee receives a net four percent (4%) increase.

Effective July 1, 2009, the Salary Schedule shall be increased by 1.75%. This salary increase shall be paid by increasing each salary range in the 2008-09 salary schedule by the percentages necessary so that after any required retirement deductions, per NRS 286, the employee receives a net 1.75% increase.

Effective July 1, 2010, the Salary Schedule shall be the same salary schedule in effect as of June 30, 2010.

The Department will continue to pay 100% of the cost of the retirement contributions for the State of Nevada Public Employees Retirement System. Additionally, any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one-half (½) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective.

Employees who are assigned to positions which are classified as civilian shall receive the applicable Civilian Classification pay and benefits of this contract only. Those employees who, by special dispensation, receive early retirement, but are filling a civilian position, shall be paid in accordance with the applicable Civilian Classification pay schedule, but will remain on early retirement.

All paychecks will be paid through direct deposit and the employee will be able to view and print his/her payroll information electronically.

Negotiations will be opened for wages for the extended year of the contract, July 1, 2011 through June 30, 2012.

Based on the stabilization or upturn of the economy, the Association may reopen Articles 12, 18, and 23 for the period of time July 1, 2010 through June 30, 2012.

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

October following the close of each fiscal year. Negotiations regarding this section will affect the fiscal year that begins the following July.

*Annotation: In 1999 the Association elected to modify its wage increase in the first two years of the agreement in order to restructure the salary schedule. As a result of the addition of a new Step 1, the parties agreed there would be no affect on employees that have responded to job announcements that are posted prior to ratification of this agreement and approval by the Fiscal Affairs Committee.*

**23.8 Longevity.** Longevity pay for employees shall be paid on the following basis:

- ▶ Upon completion of five (5) consecutive years of employment, covered employees shall be paid the equivalent of an additional two and one-half (2 ½) percent of their bi-weekly base salary.
- ▶ For each continuing year of consecutive service thereafter, each employee shall receive an additional one-half (½) of one (1) percent increase of the base salary until a maximum of 15 percent has been reached; and
- ▶ Longevity pay shall become effective on the hiring anniversary date of the employee.
- ▶ Employees hired after July 28, 2003, upon completion of ten (10) consecutive years of employment will be compensated five percent (5%) of their bi-weekly base salary on their ten (10) year anniversary and will continue to receive longevity increases as specified in second paragraph above.

*Annotation: This section was modified in 2003, to mirror the change in longevity in the other two collective bargaining agreements.*

Effective July 1, 2010, employees will not receive a longevity increase and the year of service gained in FY 2010/11 will not be cumulative for future longevity increases.

*Annotation: As a result of the above suspension of longevity for one year, employees hired after July 28, 2003, will be compensated 4.5% versus 5% as set out in the 4<sup>th</sup> bullet point above.*

## **ARTICLE 26 – TERM OF AGREEMENT**

This Agreement shall become effective as of the date of ratification by both parties and shall run in full force and effect through June 30, 2012. This agreement shall remain in full force and effect during negotiations for a successor agreement with the exception of any compensation other than regular rate of pay which is base pay, step increases, longevity, shift differential and training pay. Any retroactivity agreed upon in this agreement shall only apply to employees employed at the time it becomes effective.