

LVPPACE & LVMPD Tentative Agreement for 2019 – 2023

Frequently Asked Questions

Q: Where did the one full-time person to administer the insurance benefits go?

A: There was never one person designated to do the insurance. Everyone assigned to the PPACE is trained and does the insurance. This is language clean up in order to accurately reflect how business is conducted.

Q: Why is the word Contract struck out and replaced with Agreement?

A: This is language clean up in order to have the wording consistent throughout the Collective Bargaining Agreement.

Q: In 8.6 Voluntary Pre-Discipline Meeting, it states: These documents are considered confidential and may not be released beyond the employee or the representative Association. Upon request, the representative and/or the employee may review, but not obtain copies of, the remainder of the investigative file. Does this mean, I will never get these documents and why was Association struck out?

A: The striking of Association and replacing it with representative is clean up language. Under NRS, you can have up to 2 representatives, which does not have to be from the Association. The additional language change is just limiting the documentation provided prior to the Pre-Discipline Meeting Only. If the employee does not like the outcome of the Pre-Discipline Meeting, the Association and/or the employee will receive all of the documentation as the case moves forward through the process.

Q: In the past, if all I had was 60 hours of vacation, and I want to sell all 60 hours back of vacation or bonus leave, why was this changed that I have to have a balance of 80 after the sell back?

A: There have been instances where employees have sold back bonus and vacation to zero and then shortly thereafter requested donations through the Catastrophic Leave Program.

Q: Why am I only getting a 30-minute paid lunch (paid meal) break when I work overtime 9 hours?

A: Many people do not know that there were sections of the Department that were NOT paying employees for a paid meal break on overtime. FLSA states, "Bona fide meal periods (typically 30 minutes or more) generally need not be compensated as work time." There are some areas that were giving an hour paid meal break. In order to ensure that everyone working more than six (6) hours, was getting paid meal break, it was agreed that from 6 to 9 hours of overtime, employees would get a 30 minute paid lunch (paid meal break) and over 10 hours of overtime or more, employees would get a (1) one hour paid lunch (paid meal break).

Q: I work graveyard and my supervisor tells me to shift adjust for a staff meeting, would this qualify under the new addition in 20.4 Scheduling Notice?

A: Yes, it would qualify. It is a similar event in that it is mandatory, and it is outside your normally scheduled shift.

Q. If I work before my regular shift, will I still get time and one-half?

A. Yes. Whether you work before or after your shift, those hours before and after your shift are making you work longer than their normal daily working hours so it will be paid time and one-half (1 ½) hourly rated basis, including longevity, training, assignment differential, and shift differential pay.

Q. Can I select Compensatory time if I am mandated to work overtime?

A. If your chain of command, whomever is tasked with posting overtime, gave less than two weeks' notice of the overtime, you will have the option of choosing, whether overtime hours worked will be paid or accumulated as compensatory time.

Q. Typically, I use all my compensatory time in a 40-hour block of time. Does this new change mean that I only take 1 shift of compensatory time every six weeks?

A. No, it does not. You can still use compensatory time in the same manner as before.

Q. Then what does the proposed new language mean?

A. There are areas where employees have earned compensatory time and have been unable to take that time off due to very limited, to no unscheduled time available outside of their bid process. They are being told due to staffing reasons, the answer is no.

This new language would allow an employee to be able to use 1 shift of compensatory time within six weeks of earning it (showing up on paystub) if the employee would like to, regardless of operational requirements and necessity. All other uses of compensatory time will fall under the regular approval process.

Q: Are employees under the PPACE UHC/HPN insurance moving to the LVMPD Employee Health and Trust (Trust)?

A: Not at this time.

Q: If not, please explain why the proposed language is reference the Trust in Fiscal Year 21/22?

A: Over the last couple of Collective Bargaining Agreements, there was talk about PPACE looking at the possibility of requesting to move to the Trust. As part of a request to be considered to move to the Trust, an

actuarial study would be required. The cost of said actuarial study was also discussed. In an effort to take the cost of the actuarial study off the table, the language simply states that in the event both parties are interested in exploring this option, the cost would be split. Currently, there is no interest from PPACE to be included in the Trust.

Q: What has been PPACE's 2 major requests from employees to ask for during negotiations?

A: Longevity restoration has been the first most requested and Merit restoration has always been second most requested item.

Q: Did you ask for longevity restoration?

A: We have asked for longevity restoration every negotiation session that we have had since they were frozen. This year was like years past where the answer was no. We will continue to ask for longevity restoration until it is restored.

Q: Will I be getting a Cost of Living Allowance (COLA)?

A: Year 1 (FY 19-20) and Year 3 (FY 21-22), employees will be getting 2.25% cost of living increase.

Q: What about Year 2 (FY 20-21)

A: Year 2 was where the negotiations team was able to fulfill the second most requested thing that employees said that wanted to see. If an employee, in Year 2, is still behind from the frozen years, they will have their merit (step) increased to "make them whole". Some employees will move one additional merit (step) increase and some employees will move two additional merit (step) increase.

Q: What about those employees who were impacted by the freeze but will not get a merit (step) increase due to being topped out on the pay scale?

A: Since employees cannot make more than what the pay scale allows for their pay schedule based on their classification, these employees will get a 3% bonus of their annual base pay on their anniversary date.

Q: So I was not impacted by the frozen years so I am entitled to the merit restoration and I am not topped out on the pay scale, do I get nothing in Year 2?

A: Because PPACE negotiates for everyone that falls under their Collective Bargaining Agreement, and thought it was the right thing to do was to make sure every employee should receive something in Year 2, you will get a 1% of their annual base pay on their anniversary date.

Q: Does this bonus go towards my retirement in PERS?

A: No, but you can take the bonus and invest it in an IRA or your Mass Mutual account. Both of which are for retirement.

Q: I was told this bonus will be taxed at unearned income tax rate of 22%, is that correct?

A: That is not correct. It will be taxed at employee's regular W-4 withholding rate.

Q: Why does article 22.2 Overtime Pay in the new language states that I have to work more than 80 hours in a pay period to get over time pay when the Fair Labor Standards Act says more than 40 hours a week?

A: Not everyone on the Department works 40 hours a week. We have people on 8, 9 10 and 12 hours shifts. Some weeks employees work more the 40 and the other week in the pay period, they work less that 40 hours. Due to this not being standard, an alternative work schedule of 80 hours biweekly is used.

Q: What if I get less than 12 hours' notice to return to work for overtime and use vacation leave during the pay period, how will that shift be paid?

A: If an employee is given less than 12 hours' notice, they are eligible for callback pay at time and a half regardless of leave taken.

Q: What if I am given more than 12 hours' notice of the overtime, mandatory or voluntary, how am I paid if I used vacation leave?

A: You would receive additional straight time for the amount of time of vacation used during the pay period, and time and a half for everything over the leave time.

Q: Is Special Events Overtime exempt from this new language?

A: Yes, Special Events Overtime is exempt

Q: There are at least 6 other classifications on the Department that are On-Call. Did PPACE only negotiate for the IT people to get On-Call Pay?

A: Over the last several Agreements, PPACE has requested that all classifications that are on call to get an additional pay. Every negotiation sessions it has always ended with nothing additional. This year, PPACE once again requested for all classification to get additional pay for being on call but were only able to get the IT Bureau the additional pay and only on their RDOs this time. We will continue to ask for the other classifications every time we negotiate until everyone has this benefit.

Q: In the past, I have been only able to get paid Acting Pay for each workday that I shared with my supervisor, does the new language mean that I get paid for days that my supervisor and I do not have in common?

A: Yes, you will. Acting pay will begin on Day 8 and ends when your supervisor returns to duty.

Q: What happens if the No Vote wins? Will PPACE go back into negotiations or will this go to Arbitration?

A: Ideally, PPACE will go back to the table and begin negotiations again. What will happen for sure will not be determined until the vote is final.

Q: What happens if our current Agreement expires and we do not have new one?

A: As the time of this final draft, because of the changes brought by Senate Bill (SB) 241 in the 2015 Legislature, we do not have the Evergreen protection as we have had in the past. Merit and Longevity increases would be suspended on July 1. Any FY 19/20 COLA would not be retroactive.

Q: Would we lose anything else from the current Agreement?

A: The remaining items fall under the “may” category. There is no way to know what will happen for sure until the vote is final.

Q. What is this Evergreen Clause and no retroactivity that I keep hearing about?

A: The evergreen clause simply states that if there was not a successor agreement by the expiration of the current agreement, whenever a new agreement is finally made, all benefits and increases would be retroactive to the expiration date of the previous agreement.

In 2015, SB 241 removed the evergreen clause from the Nevada Revised Statutes (NRS) for everyone. Current SB 153 would put back in the Evergreen clause. Currently SB 153 has only passed the Senate and still must go to the House and pass and then to the Governor for signature to make it law. It should be noted that Police & Fire have a separate evergreen protection (NRS 288.215, subsection 10), that was not changed in 2015.

REBUTTAL TO TEAMSTERS'S LOCAL'S 14 ATTEMPT TO INTERFERE WITH YOUR COLLECTIVE BARGAINING AGREEMENT

TEAMSTERS PROPOGANDA BY GRANT DAVIS IN BLACK AND REGULAR TYPE. PSPACE
REBUTTAL IN BLUE AND ALL CAPS.

Vote No. WHY WOULD YOU VOTE AGAINST YOUR INTERESTS? THE TEAMSTERS HAVE ONE TRUE GOAL AND THAT IT TO OBTAIN BODIES FOR DUES AND HEALTH INSURANCE PREMIUMS.

The association released your negotiated proposed successor CBA last week. If you haven't seen it a copy is attached. Unfortunately, it appears that the association is still negotiating concession agreements while the remainder of the Public Sector in Clark County are negotiating CBA's that accurately reflect the current economic circumstances. WHERE ARE THE SPECIFICS? AN ARBITRATOR FOUND FOR CLARK COUNTY AGAINTS IT'S 5800 SEIU LOCAL 1107 EMPLOYEES:

2018: 2% COLA AND 1% WAGE SCALE INCREASE

2019-2020: YET TO BE NEGOTIATED

OH. AND DID MR. DAVIS TELL YOU ABOUT THE CONTRACT THE TEAMSTERS NEGOTIATED WITH THE CITY OF NORTH LAS VEGAS POLICE DEPARTMENT FOR ITS' NON-SUPERVISOR EMPLOYEES?

YEAR	COLA	HEALTH INS PREMIUMS	PAID LUNCH
2016	NONE	\$792	NONE
2017	NONE	\$867	NONE
2018	2%	\$913	NONE

Your CBA has numerous financial concessions, including the possibility of several years without a cost of living increase and few, if any, contractual gains. WHAT CONCESSIONS? THE PROPOSED CBA CALLS FOR 2.25% WAGE INCREASES IN 2019 AND 2021 SANDWICHED BY A RESTORATION OF LOST STEPS AND A 3% OR 1% ONE TIME PAYMENT FOR THOSE NOT BEING RESTORED. THE FOURTH YEAR IS AN OPENER.

The association has reached an agreement that only provides for 1 yearly increase to the Health & Welfare which would result in the employees having to cover the increases each additional year. THE ASSOCIATION JUST RECEIVED A \$ 500.00 PER EMPLOYEE INCREASE OF \$766,500 TO ITS YEARLY HEALTH INSURANCE BENEFIT. THE ASSOCIATION HAS ALWAYS EFFICIENTLY MANAGED YOUR HEALTH INSURANCE AND WILL CONTINUE TO DO SO. TELLING YOU THAT YOU WILL HAVE TO COVER INCREASES IS ANOTHER SCARE TACTIC.

Your current representation has failed you at the negotiation table. REALLY? BASED UPON THE TEAMSTERS TRACK RECORD YOU WOULD GIVE BACK .25% AND GIVE UP YOUR PAID LUNCH.

Send a message to the association that you deserve better! You must vote NO beginning Friday! THE TEAMSTERS DO NOT EXPLAIN THE IMPLICATIONS OF VOTING NO. NOT ONLY WOULD YOU BE VOTING DOWN A GOOD CONTRACT, BUT BECAUSE OF SB 241 YOU WOULD BE OPENING YOURSELF UP TO POTENTIALLY ONLY RECEIVING BASE PAY AFTER JULY 1ST.

Also, if you haven't signed a petition requesting new representation sign the attached one now! Print, sign and return to show the EMRB that you want Teamsters Local 14 as your representative! Your petition can be emailed back to this email address or faxed to (702) 386-4848. DO YOU THINK THE TEAMSTERS IS GOING TO ADMIT THIS IS A GOOD CONTRACT? THEIR SOLE GOAL IS TO GET YOUR MEMBERSHIP DUES AND HEALTH INSURANCE PREMIUMS FOR THEIR HEALTH PLAN.