



2007 - 2012
Non Supervisory and Supervisory
Collective Bargaining Agreements

between

The City of North Las Vegas
and
The North Las Vegas
Police Officers Association

NON-SUPERVISOR

NON-SUPERVISOR AGREEMENT 2007- 2012

BETWEEN THE

CITY OF NORTH LAS VEGAS, NEVADA

AND THE

NORTH LAS VEGAS POLICE OFFICERS ASSOCIATION

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NON-SUPERVISOR AGREEMENT 2007 - 2012

BETWEEN THE

CITY OF NORTH LAS VEGAS, NEVADA

AND THE

NORTH LAS VEGAS POLICE OFFICERS ASSOCIATION

PREAMBLE

This Agreement is made pursuant to the Local Government Employee-Management Relations Act by and between the City of North Las Vegas, Nevada, a local government employer, hereinafter referred to as "CITY" and the North Las Vegas Police Officers Association, Local #41 of the I.U.P.A./A.F.L.-C.I.O., a local government employee organization, hereinafter referred to as "Association".

GENDER, NUMBER, AND TENSE

In accordance with NRS 0.030, except as otherwise expressly provided in a particular statute or required by the context:

- A. The masculine gender includes the feminine and neuter genders.
- B. The singular number includes the plural number, and the plural includes the singular.
- C. The present tense includes the future tense.

ARTICLE 1

RECOGNITION

Section 1. Classifications

The City and the Association agree that peace officers within the following classifications are represented by the Association:

Police Officer	50P
Detention Officer	50P
Deputy Marshal	50P

Detective
Crime Scene Investigator

56P
56P

Section 2. Community of Interest

It is agreed that the Association shall represent any peace officers within classifications created by the City that are within the Association's community of interest.

The City shall make written notification to the Association of any classifications created by the City within eight (8) working days. Any dispute between the parties as to whether a new classification is within the Association's community of interest may be advanced to the Grievance and Arbitration Procedure.

The conditions of employment, other than wages, for any new classifications created within the Association's community of interest shall be governed by the terms of this Agreement. Wage scales for such classifications shall be determined as follows:

- A. Should it be determined a new classification is within the Association's community of interest, the parties shall immediately enter into collective negotiations to arrive at an agreement on the subject of wages for such new classification.
- B. If within ten (10) calendar days after such notice, the parties have not reached mutual agreement, they shall proceed to the Grievance and Arbitration Procedure.

Section 3. Right to Work

It is the right of every peace officer to join or refrain from joining the Association.

Section 4. Association Officers

The Association shall make written notification to the City by August 1st of each year of the current Association officers representing peace officers under this Agreement. Any changes shall be evidenced to the City in writing within eight (8) calendar days of the change.

Section 5. Eligible to Vote

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

Section 6. Employment Notification

Within eight (8) calendar days, the Human Resources Department shall notify the Association of all new hires and terminations within its bargaining unit. Such notice shall

include the peace officer's name, social security number, address, telephone number and the action taken. At the end of each pay period, the Police Department, and Municipal Court payroll divisions shall provide the Association with a copy of the time sheet of each Association peace officer who was on a no-pay status in that pay period.

Section 7. Definitions of Regular Full-time Employees

- A. Regular full-time employees work forty (40) hours per week on a regularly scheduled basis and receive benefits (i.e., annual leave, sick leave, etc.).

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. Retention of Managerial Prerogatives

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force includes, but is not limited to:

- 1. The services performed
- 2. The location of the work force
- 3. The schedules and fair standards of peace officers performance
- 4. The schedules and hours of shifts
- 5. The methods, processes, and means of providing services and materials
- 6. The right to hire, promote, demote, and assign or transfer, excluding the right to assign or transfer for discipline except for cause.
- 7. Establish reasonable rules of conduct, to discharge or discipline for cause in accordance with Municipal Code 2.68, Rules and Regulations, and to maintain efficiency of peace officers.

Section 2. Exercise of Rights

The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

Section 3. Mandatory Subjects of Bargaining

The Association acknowledges that in respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the City is not waiving or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement.

ARTICLE 3

ASSOCIATION-MANAGEMENT COOPERATION

Section 1. Discrimination

Neither the City nor the Association shall discriminate against any peace officer covered by this Agreement in a manner which would violate any state or federal anti-discrimination laws.

Section 2. Prohibited Practices

The City shall not:

- A. Interfere, restrain or coerce any peace officer in the exercise of lawful Association activity.
- B. Discriminate, interfere or assist in the formation or administration of the Association.
- C. Discriminate in regard to hiring, tenure, or any term or condition of employment to encourage or discourage membership in the Association.
- D. Discharge or otherwise discriminate against any peace officer because of Association membership or because the peace officer exercises lawful rights as an Association member.

ARTICLE 4

ASSOCIATION AFFAIRS

Section 1. Association Officer's Time

For the purpose of representation of members within the bargaining unit, the Association shall be entitled to a reasonable and adequate number of Association officers. They shall restrict their activities to dealing with grievances and other legitimate Association business and shall be allowed a reasonable amount of time for this purpose. However, the City is under no obligation to pay Association Officers for time spent conducting Association business when they are not scheduled to work. Every effort shall be made to schedule grievance meetings and hearings during regular work hours.

Section 2. Permission to Conduct Association Business

Association Officers must ask their supervisors for permission to leave their jobs to conduct Association affairs, and such permission shall be granted subject to available personnel. Supervisors will make every effort to allow Association Officers the time to attend Board Meetings and scheduled Association Meetings.

Section 3. Receive Grievances

Association Officers may receive and discuss, but not solicit, complaints and grievances of peace officers on the premises and time of the City. Such time spent shall not interfere with the work and duties for the City of either the Association Officers or the peace officers.

Only those Association officers and the peace officer involved in a hearing, investigation or grievance shall be granted time off for all meetings without loss of pay or any accrued leave. Such meetings shall be set at a time mutually agreeable with the City and the Association.

Section 4. Time for Directors

The Association Board of Directors and Executive Board shall be excused from duty to perform union functions subject to prior approval of the Department Chief. The Association Board of Directors and Executive Board shall be granted time off for the purpose of attendance at conventions, conferences and seminars without loss of pay or any accrued leave.

Section 5. Negotiating Committee

The Negotiating Committee shall consist of an adequate number of active members of the Association. Their attendance at negotiation sessions and preparation shall be without loss of pay or any accrued leave. If for any reason, additional peace officers are needed for informational purposes, upon agreement by the joint bargaining committee, said peace officer will be called into the meeting without loss of pay. The joint committee shall determine what expertise is necessary. The City shall not be obligated to pay peace officer representatives for time the peace officer was not scheduled to work.

Section 6. Bulletin Boards

The City shall furnish a bulletin board for Association use in the appropriate briefing rooms. The Association shall have the right to place notices on the bulletin boards. Bulletin boards may be used for the following notices with approval by the Association Board of Directors:

- a. Recreational and social affairs of the Association
- b. Notices of Association meetings
- c. Association elections

- d. Reports of Association committees
- e. Rulings on policies of the Association
- f. Association newsletters
- g. Charitable benefits; and
- h. Other items approved by the Association Board of Directors.

No notice or announcement that contains defamatory statements about the Department or any Department official or peace officer shall be posted. A copy of all material shall be forwarded to the Department Chief or designee. In the event non-authorized material is posted, it shall be promptly removed by the Association or its designee on notification by the Department.

Section 7. Briefing Sessions

The Association shall be entitled to speak during briefing periods upon reasonable notice to the Area Commander by indicating the matter to be addressed is one of an immediate and important nature.

Section 8. Office Space

The City shall provide the Association with office space comparable to existing space within the Public Safety Building to consist of a main office, conference room, and storage rooms. Should the space require modification to accomplish three separate areas, it shall be at City expense.

Section 9. Parking

The City shall provide free parking facilities for duty peace officers. Such facilities shall be separate from public parking as available.

Section 10. Full Time Position

The Association will be allowed to maintain one (1) full time Police Labor Relations Liaison, at the expense of the city. The pay grade, wage rate, and other compensation related items will remain consistent based on the employee elected to the position.

ARTICLE 5

PAYROLL DEDUCTION OF DUES

The City agrees to deduct from the wages of each Association member, upon the written request of the member, the sum certified as bi-weekly Association dues and deposit such deductions to the bank account of the Association no later than seven (7) days after the end of a pay period. The bank shall be designated by the Secretary/Treasurer

of the Association.

No later than seven (7) days after the end of a pay period the City shall provide to the Association a detailed written accounting of dues deductions and deposits.

This authorization for payroll deduction of dues shall remain in full force and effect unless the member subsequently requests in writing the withdrawal of the original authorization.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 1. Workday

A normal workday shall consist of ten (10) consecutive hours in a day. The normal workweek shall consist of any four (4) consecutive ten (10) hour days out of seven. Work schedules shall be made at the sole discretion of the City to suit varying conditions.

When a peace officer's scheduled shift or assignment is modified or adjusted under normal conditions, the peace officer shall be provided a minimum of eight (8) hours between assignments; if eight (8) hours is not granted, the peace officer shall be compensated at one and one-half (1 ½) times his premium rate of pay for all time worked prior to the eight (8) hour minimum requirement.

Section 2. Commencement of Shifts

Shifts shall be generally defined as starting between the following:

Day Shift -	Commencing 4:00 A.M. to 12:00 P.M.
Swing Shift -	Commencing 12:00 P.M. to 8:00 P.M.
Graveyard Shift -	Commencing 8:00 P.M. to 4:00 A.M.

If a shift is scheduled to begin within one hour of the shift time stated above, the peace officer will receive the applicable shift differential.

Section 3. Overtime

Overtime is defined as being directed to work longer than a normal shift with notification prior to completion of a shift or receiving more than 12 hours notice.

- A. When overtime is mandated, the peace officer shall receive one and one-half (1-1/2) times his premium wages for all hours worked in excess of assigned shift in a day

and all hours worked in excess of assigned week.

- B. On a designated holiday, should a peace officer be directed to work longer than a normal shift or be recalled to work, the peace officer shall be paid at the rate of two times the peace officer's premium wages for all hours worked in excess of normal shift.
- C. If an officer is scheduled to work overtime, that is not concurrent to his normal shift, he shall be paid for a minimum of four (4) hours of overtime at one and one half (1 ½) times his premium rate of pay.

If the employee's start of shift is the **designated holiday** shift; (Example: start of graveyard shift on July 3 at 2200 hrs; is actually the July 4 graveyard work shift), and if the employee's shift is extended, it will be an extension of shift on the designated holiday, even though the extension may run into a non-holiday day.

However if the start of shift is not the **designated holiday** and the employee's shift is extended into the actual holiday it will not be the designated holiday shift, for purposes of overtime calculation. (Example: Swing shift starts 1500 hrs on July 3 with the shift ending 0100 hrs July 4. If employee shift is extended after 0100 hrs it is not considered the designated holiday shift and therefore not subject to holiday extension of shift pay.)

Section 4. Lunch Breaks

Lunch breaks shall be one (1) hour of paid time. If the peace officer is not allowed one hour to eat, the peace officer will be compensated for a maximum of one hour or the difference between the time used for lunch and one hour.

Section 5. Call Out Pay

Call out is defined as compensable time earned for returning to duty after a peace officer has completed their regular tour of duty, is off duty, and is requested to return to duty with less than twelve (12) hours notice. When a peace officer is called back to work, the peace officer shall be paid overtime at one and one-half (1 ½) times his premium rate of pay. The peace officer shall be paid for a minimum of four (4) hours regardless of having worked less than four (4) hours, or the peace officer will be paid for the amount of time actually worked over the four (4) hours. However, in the event the period of call back runs into an peace officer's normal tour of duty, such peace officer shall be paid overtime at one and one-half (1 ½) times his premium rate of pay for only those hours worked outside of his normal tour of duty.

A peace officer who works less than four (4) hours on the initial call-out and is then called out a second time during the initial two-hour period shall not be entitled to any additional

overtime pay unless the aggregate time worked for both occurrences exceeds four (4) hours, in which case the peace officer shall be paid for the aggregate time worked. In the event a peace officer is called out for a second time after the expiration of four (4) hours from the first call-out, the peace officer shall be paid for a minimum of four (4) hours for each call-out except as provided in the previous paragraphs.

Section 6. Stand-by Pay

Employees required to be on stand-by status shall be compensated one dollar and fifty cents (\$1.50) an hour for every hour of their normal off duty time. This person may be subject to call in and be required to report promptly when called to duty.

ARTICLE 7

WAGES

Peace officers may achieve within-class increases in accordance with Municipal Code 2.68 until they reach the top step of their respective grade. Increases shall be subject to approval by the Department Head or his designee.

Section 1. Definitions

- A. Base Wage - Hourly base rate.
- B. Wages - Hourly base rate of pay plus longevity, if applicable.
- C. Premium Wages- Base wages plus longevity, applicable ADP or shift differential. Premium wages will not apply to overtime which is scheduled or voluntary. Overtime shall be calculated at base wages plus longevity X 1.5. Applicable ADP or shift differential will then be added. (Over ten (10) hours in a day or forty (40) hours in a week).
 - 1. In the 50P pay grade there shall be a five percent (5%) separation between steps 1 through 7, an eight percent (8%) separation between step 7 and 8, and a two and one half percent (2 ½%) separation between step 8 and 9.
 - 2. In the 56P pay grade there shall be an eight percent (8%) separation between 50P-9 and 56P-1, and a two percent (2%) separation between each of the other steps.

Section 2. Cost-of-Living Adjustment

The below annual base wage increases shall be implemented during the pay period which includes the following dates:

July 1, 2007	4%
July 1, 2008	4%
July 1, 2009	4%
July 1, 2010	4%
July 1, 2011	4%

The pay ranges for the various steps each year of this agreement are attached hereto as Exhibit A. In addition, a one time adjustment of pay ranges related to a grievance under the prior agreement is attached as Exhibit B. Exhibit C, attached hereto, shows adjusted annual salary after COLA for all steps and the separation of steps as provided in Section 1(C) of this Article. The parties agree that the stated salary ranges are correct.

Section 3. Re-opener

The city agrees to perform a wage audit the first two weeks of June 2009 and 2011, and present recommendations to the City Council for action, if warranted. The President of NLVPOA and the Human Resources Director shall review the findings of the salary survey, performed by the Compensation Specialist, as compared to the Las Vegas Metropolitan Police Department, and the City of Henderson Police Department. The recommendation shall be submitted to the City Council jointly by both parties.

ARTICLE 8

LONGEVITY

Section 1. Longevity Pay

After completing seven (7) years of full time employment, a peace officer shall receive an additional three and one-half percent (3 ½%) of his base monthly wage and shall receive an additional one-half percent (½%) increase each year thereafter until a maximum of fifteen percent (15%) has been reached. Said longevity pay shall become effective upon the anniversary of the date of hire or adjusted service date, as applicable, and shall be granted on merit and performance evaluation as determined by the Department Chief.

All employees hired after July 1, 2008 will receive a maximum of twelve and one half percent (12 ½%).

Section 2. Re-employment

When a break in service occurs due to an unpaid leave of absence over thirty calendar (30) days, the peace officer shall receive an adjusted service date upon re-employment. All time actually worked for the City and periods of paid leave shall be credited for longevity purposes.

Section 3. Reinstatement

An employee who separates employment in good standing and is rehired by the City within six (6) months from the separation date shall be classified as reinstated. No benefits or compensation shall accrue for the period of separation, but will begin immediately after reinstatement. The peace officers evaluation date and seniority date shall be adjusted accordingly.

Section 4. Rehire

A peace officer who separates employment in good standing, and is rehired at the City after six (6) months and one day shall be classified as a rehire. A rehire peace officer begins employment with no prior compensation, benefit, or service credits whatsoever. A rehire shall be treated similar to a new peace officer.

ARTICLE 9

SHIFT DIFFERENTIAL, ASSIGNMENT DIFFERENTIAL PAY, TEMPORARY TRAINER PAY AND SPECIAL ASSIGNMENTS

Section 1. Shift Differential Pay

In addition to the peace officer's wages, peace officers working swing shift shall receive four percent (4%) shift differential pay. Peace officers working graveyard shift shall receive six percent (6%) shift differential pay.

Section 2. Assignment Differential Pay (ADP)

Assignment Differential Pay is temporary monetary compensation to be paid to peace officers in the following categories and at the listed percentage rates of the peace officer's wages (hourly base wage plus longevity) excluding peace officers that are on temporary work assignments while on the 85/15 light duty plan. ADP assignments are not promotional and, therefore, no property rights exist. Peace officers shall only receive assignment

differential pay for the duration of their assignment.

Qualifications/ Selection Process for the assignment shall be determined by the Department Chief. Officers shall receive eight percent (8%) assignment differential pay for the following assignments:

- A. Department Training Officer
- B. Recruitment
- C. PIO
- D. Background Investigations
- E. Narcotics Investigations Officer
- F. Special Operations
- G. Inmate Grievance Bureau
- H. Bicycle and Beautification Officers
- I. Motor Officers
- J. Problem Solving Unit Officer
- K. Court Services Officer

Note: The intent of this article is to eliminate double 8% ADP. An officer shall have only one assignment under this section for ADP purposes. For example, if a Motor Officer is assigned temporary training duties, the officer shall only be classified as and receive ADP as listed in section 2. If a Motor Officer is assigned temporary training, the Motor Officer will receive ADP for the assignment, and temporary trainer assignment under Section 3.

Section 3. Temporary Trainer Assignment

Any peace officer assigned to temporary trainer duties, during any portion of a pay period, shall be paid eight percent (8%) of their wages (hourly base wage plus longevity) for the duration of the assignment. Consideration shall be made for preparation time and work load factors with compensation being a minimum of one week.

Section 4. Bilingual Proficiency

The City shall pay \$750 annually, the first pay period in January, made by a separate check, for those peace officers conversant in Spanish in order to fulfill their job duty as a peace officer. The following criteria must be met to qualify for the annual incentive pay:

- A. Peace Officers must initially pass a proficiency examination prepared by the City. Once certified, an Officer does not need to re-certify on a yearly basis; however, management has the right to require re-certification at any time based upon cause.
- B. The number of certified participants shall be determined by the fiscal constraints of the Police Department and Municipal Court

Section 5. Canine Assignment

A canine officer shall be compensated for eight (8) hours per pay period for at-home care, grooming, feeding and other activities related to the care and maintenance of an assigned canine. Such compensation shall be at the rate of one and one-half (1 ½) times his premium rate of pay.

ARTICLE 10

COURT TIME

Section 1. Off-duty Court

Employees required to appear off-duty in any court or hearing as a witness for the prosecution or defense, except for personal involvement, shall be paid as follows:

- A. Employees shall be paid at one and one half (1 ½) times the employees premium rate of pay for a minimum one and one half (1 ½) hours and retain any subpoena fee.
- B. Subsequent court or hearing attendance time shall be paid at one and one-half (1 ½) times the employee's premium rate of pay.
- C. Duces tecum subpoenas shall be paid an additional one hour at one and one-half (1 ½) times the employee's premium rate of pay.

Section 2. Jury Duty

Officers called to serve on jury duty on a normally scheduled shift shall receive their regular pay as well as all jury pay. Officers not selected to serve on the jury shall report back to work when excused.

ARTICLE 11

EDUCATIONAL ASSISTANCE/INCENTIVES

Section 1. Tuition Assistance

It is understood that the City Tuition Assistance Policy is in effect and replaces this article.

Section 2. Educational Incentives:

Employees who hold the following degree as of July 1st of each fiscal year shall receive one of the following lump sum payments on the first payday in August, by separate check:

- Any Officer who has received an Associate degree from an accredited college or University shall receive a sum of \$375.00 per year in addition to his/her annual salary.
- Any Officer who has received a Bachelor degree from an accredited college or University shall receive a sum of \$750.00 per year in addition to his/her annual salary.
- Any Officer who has received a Masters degree from an accredited college or University shall receive a sum of \$900.00 per year in addition to his/her annual salary.
- Any Officer who has received multiple degrees shall only be paid for the highest degree attained.

The degree must be applicable to City Government and be approved by the Department Chief.

ARTICLE 12

UNIFORMS, EQUIPMENT, AND CLOTHING ALLOWANCE

Section 1. Issued Equipment

The City shall issue to all peace officers hired after July 1, 2007 the following: one sidearm, three ammunition magazines, duty ammunition, a holster, chemical agents, a basic uniform issue of four (4) summer shirts, four (4) winter shirts, four (4) pairs of pants, one (1) winter jacket, (1) raincoat, and lockers. At the officer's request, Detention Services Personnel will be issued a combination puncture/ballistic resistant vest, and Police Services/Municipal Court personnel will be issued a ballistic vest. Vests will be replaced every five (5) years.

Section 2. Clothing Allowance

The City shall provide, a semi-annual clothing and footwear allowance to all officers as follows:

December 2007	\$815.00
June 2008	\$815.00
December 2008	\$840.00
June 2009	\$840.00
December 2009	\$865.00
June 2010	\$865.00
December 2010	\$865.00
June 2011	\$890.00
December 2011	\$890.00
June 2012	\$915.00

Payment of the clothing allowance shall be by separate check on the first pay day on or after June 1 and December 1, and is payment in advance for the next six months of each year.

Section 3. Pro-rated Allowance

All City payments for clothing or maintenance allowances shall not include any deduction for Federal Income Tax or Public Employees Retirement contributions. Peace officers assigned duty on dates other than the first day of June or December shall receive a pro-rated maintenance or clothing allowance based on semi-annual periods commencing on June 1 and December 1. Adjustments will be made for peace officer transfers and separations.

Section 4. Motor Boots

The City shall provide motor boots required for motor officers as determined by the Department Chief or his designee.

Section 5. Required Equipment

Except as set forth in Section 1, it is understood that a peace officer is required to be equipped with the following, at the peace officer's expense:

- (a) Handcuffs
- (b) Ammunition pouch
- (c) Required keys
- (d) Leather/nylon equipment
- (e) Baton and holder
- (f) Wristwatch
- (g) Clipboard
- (h) Flashlight
- (i) Prescription eye glasses or contacts, if needed.

Section 6. Damaged Equipment

If any of the above equipment or clothing is damaged or lost while the officer is acting in his official capacity and if the peace officer is free of negligence, the cost of replacement or repair shall be borne by the City upon the approval of the Department Chief. Replacement cost shall be limited to the value of the standard type equipment presently authorized by the Department with the following exceptions:

For the purpose of replacement or repair: a wristwatch shall have a maximum value of fifty dollars (\$50.00); Prescription eye glasses or contact lenses shall have a maximum value of \$200.00. Should the Workers' Compensation program or personal

insurance reimburse the peace officer for the replacement value of the glasses or contacts, the City shall not have any liability to reimburse the peace officer.

Section 7. Equipment Committee

The Department Chief may appoint a three (3) person committee to investigate and determine whether the loss or damage to any equipment/clothing occurred while the plain clothes or uniformed officer was acting in his official capacity and if the officer is free of negligence. If any item is found by the committee to have been lost or damaged while the officer was not acting in his official capacity or through the officer's negligence, the City shall have no liability for replacement or repair. The committee shall make immediate written notification of its findings to the Department Head and the affected officer. The Department Chief or his designee, at their option, may require replaced items to be turned over to the department. It is the prerogative of the department to have any sidearm sent to the factory or authorized gunsmith for determination of its serviceability or ability to be repaired, before replacing it.

ARTICLE 13

COPIES OF AGREEMENT

The City and the Association agree to each pay one-half (½) of the cost of printing copies of this Agreement in booklet form as needed. The Association shall also pay 100% of the cost of printing the NLVPOA Constitution and Bylaws.

ARTICLE 14

PUBLIC EMPLOYEES RETIREMENT SYSTEM

All employees shall participate in the Public Employees Retirement System of the State of Nevada in accordance with NRS 286. Payment of the peace officer's portion of the contributions shall be made in lieu of equivalent basic salary increases or cost of living increases or both. The City will give thirty (30) days notification of projected PERS increases to peace officers.

ARTICLE 15

INSURANCE AND DISABILITY

Section 1. Life

The City shall provide twenty thousand dollars (\$20,000) life insurance protection with double indemnity for the accidental death of a peace officer of the bargaining unit.

Section 2. Medical Benefits

- A. The City shall provide a health benefit program, which is identical to the plan in force for the City Elected, Appointed and Confidential employees (medical, dental, vision, and cafeteria plan). The City shall pay 100% of the premium cost for medical, dental and vision coverage for peace officers and their eligible dependants.
- B. If an employee's spouse is also employed by the City, the City shall pay 100% of the premium cost for one (1) employee only. The employees affected shall have the choice of which employee shall be deemed the primary insured. An employee who is deemed to be the dependant shall enjoy the same benefits as if they were the primary insured.
- C. Current and future retirees of the North Las Vegas Police Officers Association will be afforded the opportunity to remain in the health benefit program at the same premium cost that the City pays for active members of the Association.

Section 3. Payment

No health benefits shall be paid after an employee is on thirty (30)-calendar day no pay status, except for FMLA situations.

Section 4. Indemnify

The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the Association as a result of any action taken or not taken by the Association with respect to authorized deductions for coverage in excess of that provided in Section 3 of this Article.

Section 5. Self-Insurance (Workers' Compensation)

- A. All peace officers are to be covered by the provisions of the Nevada Industrial Insurance Act, the Nevada Occupational Diseases Act, and the Occupational Safety and Health Act.

- B. A peace officer injured on the job and determined by the primary physician to be temporarily totally disabled shall be placed on industrial insurance. Commencing on the first day post injury, the City will pay to the peace officer an amount equal to the difference between the insurance compensation received and 100% of the peace officer's premium wages until the peace officer is released to the Temporary Work Assignment Program, the primary physician gives permanent restrictions, or an independent medical evaluation determines the peace officer is capable of returning to work.
- C. A peace officer injured on the job may be employed in a Temporary Work Assignment within the City. The primary physician shall determine the duties and number of hours per day the peace officer is able to perform. The number of hours specified by the primary physician shall be considered a "work day" and the peace officer shall be paid one hundred percent (100%) of his current pay grade for each day worked.
- D. While temporarily totally disabled, the ambulatory peace officer is required to submit a completed form and report in person to the Workers' Compensation Division of the Human Resources Department on a weekly basis. If a peace officer is physically unable to report in person, special arrangements will be made by the Worker's Compensation Division. The peace officer is not to leave the geographical area without the approval of the Department Chief or designee.

Section 6. Liability

The City shall provide liability insurance protection for each peace officer of the bargaining unit through a contract for insurance or a self-insurance fund to cover incidents occurring while in the performance of official duties pursuant to applicable law, except punitive damages.

Section 7. Retiree Medical

The City may establish a program for the purpose of providing funding for health insurance coverage for retirees of the Association. The fund must be actuarial sound to provide a level benefit to participants. The fund may be funded by contributions from available benefits (i.e., annual leave, sick leave, etc.) Other City benefits may integrate with the retiree insurance fund to add more value to the program.

The City and Association will work jointly to establish a program.

ARTICLE 16

SENIORITY

Section 1. Seniority List

In September of each year, the City shall provide the Association with a current seniority list indicating City seniority and classification seniority of the peace officers covered by this contract. The Department Chief shall provide the Association notice of any change of a peace officer's classification and the effective date, and forward same to the Human Resources Department to be entered on the seniority list provided by the City.

Section 2. Computing Seniority

City seniority and classification seniority shall be computed as follows:

- A. City seniority shall commence with the original date of hire and shall be adjusted by subtracting all time between any termination and rehire when the peace officer was not employed by the City.
- B. Classification seniority shall commence on the most recent date of appointment or promotion to such classification.
 - 1. For purposes of determining seniority between officers within the same pay grade classification who transfer positions between Detention Services, Police Services or Municipal Court, the date of entry into new position will determine seniority.
 - 2. For purposes of determining seniority, within a pay grade classification, date of entry into the pay grade classification determines seniority. If two (2) or more persons are hired or promoted to the same pay grade classification on the same date, the person whose numerical score is highest on the eligibility list from which the selection was made shall be deemed senior. If there is no eligibility list, seniority in the previously held pay grade classification shall be the determining factor. If the above considerations fail to determine seniority, the peace officer with the earliest date of hire shall be deemed senior. Seniority for lateral transfers shall be determined by date and time of application.
- C. City seniority and classification seniority shall not accrue to any peace officer who is on a no-pay leave of absence after the first thirty calendar (30) days of that leave of absence, except for FMLA situations.
- D. For competition within classification for seniority, a peace officer who has been demoted to a previously held classification shall have all time spent in and above that

classification counted toward his seniority.

- E. Failure to protest peace officer's seniority date shown on the seniority list prior to January 1 of each year shall be considered confirmation of peace officer's seniority as listed.

Section 3. Use of Seniority

Classification seniority shall prevail in scheduling annual leave, holiday leave, days off, and shift preference, subject to availability as determined by the Department Chief.

- A. Shift bids shall begin December 1st and shall be completed by January 15, based on classification seniority, and peace officers shall receive new assignments, if any, beginning the second pay period in February of each year. At the completion of the initial shift selection, a peace officer's selected shift preference cannot be changed by the peace officer for a period of one year unless good cause is shown and approval given by the Department Chief.

Transfer requests between area commands will be submitted in writing, through the chain of command from September 1st through October 15th of each year and approval will be at the discretion of the Chief of Police or designee. Any approved transfer request will be implemented at the implementation of shift bid.

- B. Seniority shall be considered exercised when a peace officer uses it to secure the following:
 - Annual leave request of four (4) or more consecutive days of accrued annual leave, holiday leave, or combination of both.
 - Holiday leave request of three (3) or fewer consecutive days of accrued annual, holiday, or combination of both.

Peace officers must submit leave requests 30 calendar days prior to the beginning of the requested leave to secure their seniority rights. The beginning of the leave shall be on the first day of leave taken.

The exercising of Seniority shall be allowed only on one occasion for Annual leave and one occasion for Holiday leave during a one year period beginning the second pay period in February of each year.

Annual leave requests shall have priority over Holiday leave requests.

- C. The following only applies to the Detention Officers:

1. Thirty (30) days prior to the commencement of the annual leave bid, the department shall provide a written notice of bid guidelines (rules) to all officers in the Detention Services.
2. Beginning December 1st officers will be allowed to make their “first picks”, based on seniority, for annual leave. They must take a minimum of four (4) consecutive days of annual leave, holiday leave, or combination of both, but no more than the maximum accrual of annual leave for that year. The officer may elect to split this pick into two separate periods of leave. These two periods of leave will be a minimum of one week each. This bid phase shall be completed by January 30th.
3. Subsequent requests for leave can only be made after everyone has received their “first pick” selection. Officers must submit leave requests three weeks prior to the beginning of the requested leave. These requests will be considered on a “first come, first approved” basis and without regard to seniority. Subsequent requests will be responded to within eight calendar days of submission.

ARTICLE 17

PROMOTIONS

Section 1. Promotions

- A. To be eligible to take a promotional examination for an eligibility list, an applicant must meet the minimum requirements by no later than the filing deadline in the year given. The promotional eligibility list shall be effective for one year from the date the list is approved, unless extended.
- B. All promotional vacancies within the bargaining unit shall be filled by promotion from within each of the Departments and shall be made from the current certified promotional eligibility list.
- C. Promotional examinations for Police Supervisors shall be held in April of each year unless the promotional eligibility list is extended. Municipal Court, Detention Supervisors and Detective promotional examinations shall be held in October of each year, unless the promotional eligibility list is extended. If applicable, bibliographies shall be posted a minimum of ninety (90) days in advance of the Request to Compete deadline contained in the notice. As outlined in Article 2,

Management Rights, the City has the right to determine qualifications provided it shall be done fairly and in good faith. Selection process may include, but not be limited to written, oral, or practical performance tests, administrative evaluations (including experience) or any combination of the aforementioned at the sole discretion of the City.

- D. Promotional lists shall be certified, approved and published by the Director of Human Resources within ten (10) working days after conclusion of appeals.
- E. The promotional list that is established shall be maintained by the Human Resources Department and a copy shall be furnished to the Association upon publication of the list.

Section 2. Examination Procedures

- A. Examinations shall be obtained from the best known external source.
- B. All North Las Vegas peace officers who meet the minimum requirements for a posted position within the bargaining unit shall submit to Human Resources a "Request to Compete" and resume in accordance with the job announcement.
- C. If one examination is given, that score shall constitute 100% of the total score. If two or more examinations are given, the scores shall be proportionate. The City will determine the weights (percentages) to be used for each phase of testing. Minimum passing score shall be 70%.
- D. An oral examination panel shall consist of one individual of equal rank and two individuals of equal or greater rank to the position being tested.
- E. Determination of ranking, if identical scores are achieved, will be made in the following order:
 - 1. Seniority within classification.
 - 2. City seniority.
 - 3. Human Resource's date/time stamp on the completed Request to Compete packet when returned.

Section 3. Appeals Procedures

- A. An examinee must have a score of 65% or higher to appeal.
- B. Examination scores may only be changed through the examination appeal process, or to correct mathematical errors. Any appeals to the written examination shall be in accordance with the appeals policies of the Director of Human Resources and

vendor, if applicable.

- C. Appeals of written examinations shall be made in writing stating the reason for the appeal and identifying the bibliography source. The Director of Human Resources shall process and decide the appeal. The decision of the Director of Human Resources shall be final and binding.
- D. Written challenges to promotional testing panel examinations shall be restricted to questions that were asked by the board, or practical exercises administered that are outside the scope of the position or are not relevant to the duties of position being tested. In the event an peace officer's challenge is sustained, the Director of Human Resources may deny or grant the appeal, by disqualifying the board member who asked the improper question or had prior detrimental contact with the examinee from grading the appellant's oral examination. In such case, the scores of the other board members shall be averaged to give the appellant an average score for the oral examination.
- E. A Union officer shall have access to the tape recording of the promotional testing panel proceedings.
- F. Promotional testing panel shall mean any promotional testing panel convened to give an examination other than written examinations for the purpose of establishing a promotional eligibility list.

Section 4. Promotions to Unclassified Positions

For any employee who is appointed to an unclassified position whose classification before promotion was covered by the Police Officer's Association Agreement, the following shall apply:

- A. Voluntary Request to Return to Classified Service
 - 1. A peace officer may request to return to a position previously held. If the previously held position is not vacant at the time transfer request is approved, the peace officer may be returned to the highest vacancy previously held at the highest level of salary of that position in accordance with the peace officer's seniority. Return of a peace officer to classified service shall be at the discretion of the Department Chief.
 - 2. Should the peace officer not return to the highest level previously held as outlined above, future promotions must be accomplished as a result of the promotional testing process outlined in this Article.
 - 3. Time spent in the appointed position will be credited to the peace officer as if

the peace officer had never left the classified service, i.e., seniority and leave accrual. However, compensable sick leave for time spent in the unclassified position shall be made in accordance with the City ordinance governing the appointed classification at the time of transfer.

B. Return to Classified Service Upon Removal From Unclassified (Appointed) Position

1. A peace officer who is terminated shall have no right of return to the classified service.
2. A peace officer who is removed from an unclassified position for reasons other than cause shall be returned to the peace officer's former position in the bargaining unit.
3. Time spent in the appointed position will be credited to the peace officer as if the peace officer had never left the classified service, i.e., seniority and leave accrual. However, compensable sick leave for time spent in the unclassified position shall be made in accordance with the City ordinance governing the appointed classification at the time of transfer.

ARTICLE 18

REDUCTION IN FORCE

Reduction in force shall be based on seniority in classification as determined by the seniority article, performance being equal. Starting with those persons in the highest classification in which a reduction in force is taking place, persons in each classification shall compete on the basis of seniority in classification, with the demotion or layoff of the least senior. Any person so demoted shall be demoted to the next lower classification held prior to promotion.

Upon demotion to the previously held classification, the employee shall be placed at the level of wages and benefits the peace officer would be receiving had the employee not been promoted to the higher classification.

ARTICLE 19

LEAVE TIME

All leave requests shall be submitted via chain of command and are subject to the approval of the Department Chief or his designee.

In the event of a peace officer's death, compensation for any unused accrued leave will be paid to the person listed as beneficiary in the City provided life insurance policy.

Section 1. HOLIDAYS

Each peace officer shall receive the following holidays during each calendar year in accordance with NRS 236:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King, Jr.'s Birthday)
Third Monday in February (Presidents' Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
Last Friday in October (Nevada Day)
November 11 (Veteran's Day)
Fourth Thursday in November (Thanksgiving Day)
Friday following the fourth Thursday in November (Family Day)
December 25 (Christmas Day)

Any day that may be designated by the President of the United States or by the State Legislature for public fast, thanksgiving or as a legal holiday except for any Presidential appointment of the fourth Monday in October as Veterans' Day.

In Addition to the above Holidays, each peace officer shall receive their Birthday as an additional Holiday. (February 29 will be observed on February 28)

If the employee's birthday falls on a designated holiday, then the day following the designated holiday will be observed as his/her respective birthday.

If January 1, July 4, October 31, November 11 or December 25 falls upon a:

1. Sunday, the Monday following must be observed as a legal holiday.
2. Saturday, the Friday preceding must be observed as a legal holiday.

- A. The term referred to as "holiday" is defined as the declared holiday in accordance with NRS 236. No other calendar day (celebrated day) shall be considered as a legal holiday, except the day nationally designated as Columbus Day, which shall be recognized as an additional holiday.
- B. In accordance with NAC 284.526(2), a peace officer working other than a standard (5-day) workweek is entitled to the same number of paid holidays as an peace officer working the equivalent (but other than 5-day) standard workweek. For example: January 1 falls on a Saturday; therefore, the preceding Friday shall be the day for which the peace officer shall receive a holiday; and December 25 falls on a Sunday; therefore, the following Monday shall be the date for which the employee shall receive a holiday.
- C. Holidays which fall on a peace officer's scheduled day off shall accrue. If a holiday falls on a leave day, annual or sick, that day shall be charged to the holiday leave bank.
- D. When a peace officer is required to work on a holiday he shall be compensated in that pay period at one and one-half (1-1/2) times his current rate of pay.
- E. Peace officers shall elect to be paid either semi-annually for holidays or to accrue them. Such election may be changed by notifying the Payroll Department in writing ninety (90) days in advance of the pay period which the holidays are to be paid. In the second pay periods of February and August peace officers who elected to be paid shall be compensated for all accrued holidays, and peace officers who elected to accrue shall be compensated for all holiday time accrued in excess of one hundred fifty (150) hours.

Payments for holiday pay shall be provided by separate check and shall include any deductions for Federal Income Tax but not public peace officers retirement contributions.

- F. To maintain the efficient operation of the department, the Department Chief, or his designee, shall determine who works on a holiday.

Section 2. ANNUAL LEAVE

Annual leave is provided to peace officers for the purpose of rest and relaxation from their duties and for attending to personal business. Approved absences not specifically covered by other provisions of this contract may be chargeable to annual leave to the extent it has been accrued, subject to the approval of the Department Chief or his designee.

If the City denies a leave request due to personnel limitations, and the peace officer is at the maximum accrual, or shall reach the maximum during the requested leave period, the City

shall pay the peace officer for the lost accrual at premium pay for a maximum of two pay periods. The second annual leave request must be granted and commence within two pay periods of the requested time period.

- A. Annual leave of qualified peace officers shall be commensurate with the wishes of the peace officer and consistent with the efficient operation of the City.
- B. Annual leave requests must be approved in advance of taking leave in accordance with the seniority provisions of Article 16 and the department rules and regulations.
- C. All peace officers shall commence to accrue annual leave upon their date of hire. Accrual will be reflected on each pay receipt.
- D. The following table, based on a four (4) day, forty (40) hour workweek, shall apply for accrual and maximum allowable annual leave and shall be based on date of hire, or adjusted service date.

<u>Length of Service</u>	<u>Accrued Hours/Year</u>	<u>Maximum Leave Hours</u>
0 - 120 Months	120 hours	280
121 - 240 Months	160 hours	360
241 - & Over	200 hours	440

- E. In exceptional circumstances, employees with one (1) or more years of service may be advanced leave subject to the approval of the City Manager.
- F. A peace officer who has taken advance annual leave beyond that accrued at the time of termination shall make restitution for such leave either by deduction from any amount owed him by the City or by cash refund.

Section 3. SICK LEAVE

All peace officers who are incapacitated from the performance of their duties by illness or injury, or whose attendance is prevented by public health requirements, may be granted sick leave with pay. The City and the Association agree to abide by the Family and Medical Leave Act (FMLA) as set forth in City policy.

Annual leave shall not be used in place of sick leave, unless approved by the Department Chief or designee.

Peace officers may also be granted sick leave with pay for any illness or death of a family member of the peace officer or the peace officer's spouse, which occurs in the immediate family (immediate family defined as spouse, child, father, mother, grandparent, brother, sister, step, adopted or foster relationships).

- A. Sick leave with pay will be granted only to those peace officers who have been employed on a full time basis for a period of two (2) consecutive months.
- B. Abuse of these provisions is cause for disciplinary action. The Department Chief or designee reserves the right to require a doctor's certificate for any period of illness.
- C. Sick leave shall accrue to each peace officer at the rate of 4.61538 hours per pay period, based on a forty (40) hour workweek. Sick leave shall be charged as used on an hourly basis.
- D. Peace officers with ten (10) years City service whose original hire date is June 30, 1986, or earlier shall be compensated for all unused accumulated sick leave when they are permanently separated from City service (resignation, death, retirement or discharge).
- E. Peace officers with ten (10) years City service whose original hire date is July 1, 1986, or later shall be compensated for one-half ($\frac{1}{2}$) of their unused accumulation of sick leave with a maximum payout of one thousand (1000) hours when they are permanently separated from City service (resignation, death, retirement or discharge).
- F. A peace officer incapacitated beyond the period covered by sick leave may, on the recommendation of the City Manager and approved by the City Council, be granted an advance of additional sick leave with full or partial pay at the employee's base wages plus longevity.
- G. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when a peace officer is on sick leave is considered evidence of abuse of sick leave unless approved in writing by the Department Chief or his designee and is subject to discipline up to and including termination.
- H. A peace officer incapacitated due to an injury that is not work related may, at the option of the City, be employed in other work areas performing physician-approved duties within the City. The peace officer's normal "worksites" will have preference over other assigned areas. The peace officer shall be paid eighty-five percent (85%) of the peace officer's current wages, providing no current employee is laid off as a result of such placement. The peace officer shall have the option of supplementing

the remaining fifteen percent (15%) with accrued sick, holiday or annual leave.

Section 4. Sick Leave Sell Back Hours

A peace officer may elect to sell back unused sick hours once annually providing they meet all the following eligibility requirements:

40 Hour Work Week

1. For the purpose of calculating payment of sick leave hours, peace officers must earn and maintain four hundred eighty (480) hours (three (3) months' accrued bank) to be eligible for a sell back. Sell back hours may not reduce the sick bank below the four hundred eighty (480) hour minimum.
2. On the first pay day of November of each year, peace officers with a minimum four hundred eighty hours (480) sick leave bank, may sell back to the City, one half their sick leave accrued in that year at their premium wages. The year will be calculated from October 1 through September 30.

Example: 480 Hours (Minimum sick leave bank)
 120 Hours (Accrued per year - assumes zero sick leave usage)
 60 Hours (Maximum sell back hours per year)

Annual accrual will be computed as the maximum accrual less hours used. One half of the computation is eligible for sell back.

Example 480 Hours (Minimum sick leave bank)
 120 Hours (Annual accrual)
 40 Hours (Sick leave used)
 80 Hours (Total accrual that year)
 40 Hours (Maximum sell back hours)

3. All sick hours listed above are based on full-time employment.
4. All requests must be submitted each year to the Human Resources Director on a City of North Las Vegas Inter-Office Memorandum during the time frame of October 1st through October 15th.

Section 5. Bereavement Leave

A peace officer will be granted three (3) days as bereavement leave for a death of a peace officer's or spouse's immediate family member. An immediate family member of a peace

officer or spouse shall be defined as spouse, children (including adopted, step, or foster relationships), father, mother, brother, sister, grandparent or grandchild. One of the three (3) days must be used for attendance of service. Such leave will not be deducted from peace officer's leave bank; however, it is non-accruable and not compensable if unused.

Section 6. Leave of Absence

- A. Paid leave- peace officers may be granted paid leave of absences by utilizing their benefit banks accordingly (i.e., annual leave, holiday and sick leave). Rules are established for each bank as to its use. A peace officer's employment status is designated as a regular peace officer during the paid leave status and all benefits remain in effect during the period.

Requests for paid leave may be denied if inadequate notice is given or staffing levels drop below the standard for normal operation. If a request is denied, an alternate date may be established with proper notice.

- B. Unpaid leave- peace officers who exhaust all leave banks (annual holiday and sick leave) may apply for unpaid leave to remain employed at the city. Requests for unpaid leave must be in writing to the appropriate captain with sufficient notice. The City may grant unpaid leaves of absence in thirty (30) day increments. Each incremental period shall be designated as guaranteed, unguaranteed, or denied as follows:

1. Guaranteed allows a peace officer to be absent for up to thirty (30) days on unpaid leave with a guarantee of their job on return.
2. Unguaranteed allows a peace officer to be absent for up to thirty (30) days on unpaid leave with no guarantee that job will be available upon return. If the supervisor has a need to fill the job in the interim, the peace officer will not be allowed to return to his/her current position. In this case, the peace officer may be eligible for any open and competitive position at the city for thirty (30) days, and if unsuccessful, he/she will be terminated from employment.

Periods of leave without pay in excess of thirty (30) calendar days shall not be credited for purpose of:

1. Benefit and compensation accruals, service credit or
2. Completion of probation

Section 7. Military Leave

Officers called up to active duty (Mandatory), required to serve in the United States Military, shall be compensated the difference between their military pay and their premium wages. Personnel are required to provide wage documentation from the United States Military. Voluntary military leave time will be charged to annual leave and subject to the provisions of annual leave.

Section 8. Leave Pay Upon Separation

Upon separation of employment all accrued leave shall be paid at the peace officer's premium wages, if the peace officer is eligible to receive such pay. Upon separation the peace officer may elect to receive such pay in annual installments not to exceed three (3) years based on approval of the Finance Director. The annual installments will be paid in the first pay period in February.

ARTICLE 20

RULES AND REGULATIONS

Section 1. Rules and Regulations vs. Contract

The City and the Association agree that the applicable departmental Rules and Regulations do not change or delete the Articles of this contract. The Department Chief shall be responsible for providing peace officers with current copies of Rules and Regulations, Policies and Procedures, Civil Service Ordinances, and other Department manuals which affect the peace officer.

Section 2. Rules and Mandatory Bargaining

City and the Association further recognize that the matters covered by departmental Rules and Regulations include matters which are and are not subject to mandatory bargaining under the provisions of Nevada Revised Statutes 288. The City and the Association also recognize that these Rules and Regulations are subject to change by the Department Chief, provided however, that any changes shall not affect subjects of mandatory bargaining without prior negotiations.

ARTICLE 21

OCCUPATIONAL HEALTH AND SAFETY

Section 1. Member on Committee

The Association shall appoint one (1) member from the bargaining unit to the City's Safety Committee. This committee shall meet at least once each month and discuss safety and health conditions.

Section 2. Safety Coordinator

The Department Chiefs shall appoint respective Safety Coordinators who shall represent the Department Chief. The appointed Safety Coordinator shall be responsible for duties as defined in the City Safety Manual.

Section 3. Attendance of Meetings

Safety Committee members shall be allowed to attend committee meetings while on duty jointly with management, and attend any inspection or investigation of safety or health problems in the City.

Section 4. Responsibilities

The City's Safety Committee shall be responsible for:

- A. Detailed investigations into any death or injury to determine the fundamental cause by reviewing and analyzing all injury reports.
- B. Recommending rules and procedures for the promotion of health and safety of departmental employees.
- C. Making periodic inspections of the department no less than once each ninety (90) days.
- D. Making recommendations for the correction of unsafe or harmful work conditions, unsafe equipment and procedures. All recommendations shall include a target date for abatement of hazardous conditions or procedures.
- E. Keeping a summary of all committee meetings and preparation of a written report for review by any employee.
- F. Maintaining a record log of injuries which shall be made available on request of the Safety Committee members.

ARTICLE 22

POLICE OFFICERS' BILL OF RIGHTS

Section 1. Name of Document

This is known and may be cited as the Peace Officers' Procedural Bill of Rights. Except as expressly modified or restricted by a specific provision of this agreement, all statutory provisions in NRS 289 (Peace Officers Bill of Rights) are retained and exclusively vested.

Section 2. Persons Covered

For purposes of this Bill of Rights, all Peace Officers are covered.

Section 3. Political Activity

Except as otherwise provided by law, or whenever on duty or in uniform, no peace officer shall be coerced or required to engage in political activity. However, if any peace officer desires he may engage in political activity when off duty and out of uniform.

Section 4. Investigation and Interrogation

Any computations of time requirements set forth in this Article which refer to "working days" shall be computed on the basis of a four (4) day work week Monday through Thursday for the police department and Tuesday through Friday for Municipal court.

This section shall not apply to contact with a supervisor such as counseling, instruction or informal verbal or written admonishment, which is to be placed in the officer's administrative file. When, for any reason, any peace officer has been given written or verbal notice of an investigation or that he is subject to interrogation which could lead to disciplinary action, demotion, dismissal, transfer, or administrative charges, such investigations or interrogation shall be subject to the following conditions:

If the Peace Officer under interrogation is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

- A. No formal proceeding which has authority to penalize a peace officer may be brought except upon a signed complaint.
- B. The peace officer under investigation shall be informed of the nature of the Investigation as soon as practical, but no longer than eight (8) working days after the

complaint is signed. We agree that extenuating circumstances may prevail and the notification may be delayed. However, the Department and the City shall provide notice to the officer in accordance with NRS 289.060.

- C. Prior to an interrogation, the peace officer under investigation shall be informed of at a minimum; the identity and authority of the person conducting the investigation; the interrogating officers and all other persons to be present during the interrogation, as well as the name of the person making the accusation to the extent such disclosure is permitted by law. All rights guaranteed by NRS 289.060 and/or 289.080 shall apply.
- D. The notification memo that asks the person to schedule an appointment with the investigator will inform that person to have the Association representative make the appointment, if they want a representative. The appointment shall be made within four (4) working days of receipt of said notice. The interrogation shall be conducted at a time when the peace officer is on duty, unless the seriousness of the investigation dictates otherwise. However, no administrative interview or interrogations, in which the officer could receive punitive action, shall be conducted without, at least forty-eight (48) hours notice. If the peace officer is on a non-paid status, he shall receive call back pay; if under administrative leave with pay, no additional compensation shall be paid unless the officers is required to be interviewed or interrogated outside of his administratively modified shift hours; is interrogated for a period of time which would extend beyond his assigned shift (10 hours); or would require travel which would extend beyond his assigned shift (10 hours).
- E. The interrogation session shall be for a reasonable period of time, taking into consideration the gravity and complexity of the issue being investigated. During the interview/interrogation, the officer and his representative shall be allowed breaks to confer with his representative or counsel, if reasonable and requested by the officer. All rights guaranteed by NRS 289.060 and/or 289.080 shall apply.
- F. The peace officer under interrogation shall not be subjected to offensive language or threatened with transfer or disciplinary action, or loss of his job. No promise of award shall be made as an inducement to answering any question. The City shall not willfully subject the peace officer under investigation to visits by the press or news media nor release the peace officer's home address or photograph to the press or news media without his express consent.
- G. The complete interrogation of a peace officer shall be recorded and there shall be no unrecorded questions or statements. The tape recording of the interrogation and all other taped interviews relevant to the case shall be made available to the peace officer to review in the presence of one of the interrogating officers. The peace officer shall be entitled to a copy of such tape. If transcription of a recording is made

of any interrogation or interview relevant to the case, the peace officer shall be provided a copy. If no transcription is made, the cost to transcribe shall be borne by the peace officer. The peace officer shall also have right to bring his own recorder and record any and all aspects of the interrogation.

- H. When an investigation is deemed completed the Department Chief, or his designee will set a date for a mitigation hearing, which will afford the affected peace officer an opportunity to present a statement and any exculpatory and/or mitigating evidence. Following the mitigation hearing, the Department Chief or his designee has eight (8) working days to impose discipline against the officer. Upon mutual agreement between the officer, his POA representative and the Department Chief, the date of imposition of discipline may be extended.
- I. Any investigation conducted upon a peace officer will be done in accordance with the provisions of NRS 289 and the collective bargaining agreement
- J. If the Peace Officer under interrogation is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

Section 5. Exercise of Constitutional Rights

No peace officer shall be discharged, disciplined, demoted, transferred, denied promotion, reassigned, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment, by reason of his lawful exercise of his constitutional rights, the rights granted under this bill of rights or the exercise of any rights under any existing administrative procedure.

Section 6. Recorded Information

No adverse comments shall be placed in a peace officer's personnel file or other place of record unless the peace officer has been afforded an opportunity to read and sign the comments. Should the peace officer refuse to sign the comments after reading them, a witness shall document that the officer was provided the opportunity to read and sign the comments but refused to do so, and the comments shall be entered into the personnel file. (See NRS 289.040)

Section 7. Written Response

A peace officer shall have thirty (30) calendar days to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to and shall accompany the adverse comment.

Section 8. Notification

Whenever there is a personnel action against a peace officer, such peace officer shall be notified in writing of the action and the reasons for it. The notification shall be given within eight (8) working days after the disciplinary hearing.

Every thirty (30) calendar days after any formal complaint is received against an officer, he shall be notified in writing by the Department Chief or his designee of the status of the complaint.

Section 9. Polygraph Examination

The provisions of N.R.S. Chapter 289.070, 289.050 will be followed in reference to polygraph examinations and any other truth verification devices.

Section 10. Disclosure

For the purposes of job assignment or other personnel actions, a peace officer shall not be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal, or domestic expenditures (including those of any member of his family or household). Such information may be obtained under proper legal procedure, when there is a reasonable belief that the information would tend to indicate a conflict of interest with respect to performance of his official duties. Such information may also be requested or required by the City to ascertain the desirability of assigning the peace officer to a special unit in which there is a strong possibility that bribes or other improper inducements may be offered.

Section 11. Exclusionary Rule

NRS 289.085 applies

Section 12. Judicial Relief

NRS 289.120 applies

Section 13. Investigation Concerning Alleged Criminal Activities

NRS 289.090 applies

ARTICLE 23

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. General

- A. A grievance is defined as a complaint regarding working conditions, wages, benefits, departmental rules and regulations or interpretation and application of this Agreement.
- B. The procedures set forth in this Article shall be the exclusive remedy for any dispute or complaint that is defined as a grievance hereunder.
- C. Any computations of time requirements set forth in this Article, which refer to "working days" shall be computed on the basis of a four (4) day workweek Monday through Thursday for the Police Department and Tuesday through Friday for Municipal court.
- D. Grievances not filed or submitted within the time limits set forth below shall be rendered invalid and not subject to this grievance and arbitration process.
- E. A grievance may be advanced to any step in the grievance and arbitration procedure if the parties jointly so agree.
- F. The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all peace officers in the bargaining unit. The City recognizes the right of the Association to charge non-Association members of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings.
- G. If any employee wants to file a grievance, he/she must start the process as outlined in Section 3, Step 1. It is expressly understood and agreed that the grievance resolution system specified in this Article is the only grievance resolution system available to this bargaining unit.

Section 2. Informal Procedure

Prior to submitting a written grievance, the employee may discuss the subject matter with his immediate supervisor or the Department Chief and an Association representative. To file a grievance, the employee has ten (10) working days from the date of the incident, or ten (10) working days from the time the employee had reason to know the circumstances giving rise to the grievance. If the subject matter is not resolved as set forth in this section, the peace officer may proceed to Section 3.

Section 3. Grievance Procedure

Step 1. An employee having a complaint or grievance shall present the signed written grievance to the Association Grievance Committee. If it is determined by the Association Grievance Committee that a grievance does exist, the Association shall, within ten (10) working days present the signed grievance to the Department Chief.

Step 2. The Department Chief shall have ten (10) working days to make a written response to the grievance. Failure on the part of the Department Chief to answer the grievance shall constitute a denial of the relief requested by the employee.

Step 3. Within ten (10) working days after receipt of the Department Chief's response, or lack of response, the Association shall submit the grievance to the City Manager stating the reasons why the Department Chief's reply was not acceptable.

Step 4. Within ten (10) working days after receipt of the grievance, the City Manager or designee shall respond in writing. In the absence of any response, the grievance shall be deemed denied.

Step 5. If a mutually satisfactory settlement cannot be reached between the City Manager or designee and the Association, the Association shall have the right to submit the matter to arbitration. The Association must notify the City Manager of its decision in writing within ten (10) working days from the date of the decision by the City Manager or designee, or within ten (10) working days from the expiration of the period for the City Manager's or designee's response, if none was made.

Section 4. Arbitration Procedure

Step 1. Should the Association submit the grievance for arbitration, the City and the Association shall attempt to select an arbitrator mutually agreed upon from seven names supplied by the Federal Mediation and Conciliation Services. Each party will alternately strike names from the list, with the Association striking the first name. The City and the Association must agree upon an arbitrator or strike names from the list within ten (10) working days. The arbitration shall be conducted under the rules of Federal Mediation and Conciliation Service.

Step 2. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or department Rules and Regulations, except when Rules conflict with this Agreement. When such a conflict exists, the provisions of this Agreement prevail. The arbitrator shall confine his decision to a determination of the facts (including departmental Rules and Regulations), and an interpretation and application of this Agreement. The arbitrator shall render his decision within thirty (30) calendar days from conclusion of the hearing.

Section 5. Award

The arbitrator's award will be final and binding on the Association and its members, the employee or employees involved, and the City. If the arbitrator shall award back wages covering the period of the employee's separation from the payroll of the City, the amount so awarded shall be less any unemployment compensation received or compensation which the employee would not have earned had the employee not been suspended or terminated.

Section 6. Costs and Fees of Arbitration

- A. The expenses, wages and other compensation of any witnesses called before the arbitrator shall be borne by the party calling such witnesses. Other expenses incurred such as professional services, consultants, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.
- B. The arbitrator's fees and expenses, the cost of any hearing room, and the cost of a court reporter and of the original transcript shall be borne by the losing side of the arbitration. The arbitrator will be requested to specify who is the loser.

ARTICLE 24

DURATION OF AGREEMENT

Section 1. Validity of Agreement

This writing constitutes the complete agreement of the parties. Any amendments to this Agreement shall be of no validity unless reduced to writing and signed by both parties.

Section 2. Term of Agreement

This Agreement shall become effective July 1, 2007, and continue in full force and effect through June 30, 2012; however, if the parties hereto do not arrive at a new Agreement before July 1, 2012, the provisions of this Agreement shall remain in effect until the parties execute a new agreement.

Upon ratification of this contract by the City Council, all agreements shall be retroactive to the beginning of the pay period that includes July 1, 2007. All monetary compensation paid to each peace officer for retroactive pay will be by a separate check.

ARTICLE 25

SAVINGS CLAUSE

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 26

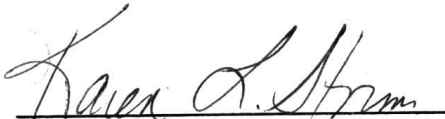
ENTIRE AGREEMENT

The provisions of this Agreement shall not be subject to renegotiation between the parties or otherwise modified prior to the termination of this Agreement without mutual agreement between the parties, except as specifically set forth in other Articles.

CITY OF NORTH LAS VEGAS

By 
Michael Montandon, Mayor

ATTEST:


Karen L. Storms
City Clerk

NORTH LAS VEGAS POLICE
OFFICERS ASSOCIATION
LOCAL 41, I.U.P.A./A.F.L.-C.I.O.

By 
Terrence G. McAllister, President

EXHIBIT A.

CITY OF NORTH LAS VEGAS

Grade Step

Salary Schedule

Effective Date: 06/30/2007

Grade: PNS-50	Step	Bi Weekly	Annual	Classifications
	POA-50-1	\$2,022.35	\$52,581.17	03001-PNS-Police Officer
	POA-50-2	\$2,123.47	\$55,210.26	03115-PNS-Corrections Officer
	POA-50-3	\$2,229.64	\$57,970.78	03130-PNS- Deputy Marshal
	POA-50-4	\$2,341.13	\$60,869.32	
	POA-50-5	\$2,458.18	\$63,912.78	
	POA-50-6	\$2,581.09	\$67,108.41	
	POA-50-7	\$2,710.15	\$70,463.84	
	POA-50-8	\$2,926.96	\$76,100.95	
	POA-50-9	\$3,000.13	\$78,003.54	
Grade: PNS-56	Step	Bi Weekly	Annual	Classifications
	POA-56-1	\$3,240.15	\$84,243.82	03005-PNS-Detective
	POA-56-2	\$3,304.95	\$85,928.70	
	POA-56-3	\$3,371.13	\$87,647.27	03010-PNS-Crime Scene Investigator

EXHIBIT A.

CITY OF NORTH LAS VEGAS

Grade Step

Salary Schedule

Effective Date: 06/28/2008

Grade: PNS-50	Step	Bi Weekly	Annual	Classifications
	POA-50-1	\$2,103.25	\$54,684.42	03001-PNS-Police Officer
	POA-50-2	\$2,208.41	\$57,418.67	03115-PNS-Corrections Officer
	POA-50-3	\$2,318.83	\$60,289.61	03130-PNS- Deputy Marshal
	POA-50-4	\$2,434.77	\$63,304.09	
	POA-50-5	\$2,556.51	\$66,469.29	
	POA-50-6	\$2,684.34	\$69,792.75	
	POA-50-7	\$2,818.55	\$73,282.39	
	POA-50-8	\$3,044.04	\$79,144.99	
	POA-50-9	\$3,120.14	\$81,123.68	
Grade: PNS-56	Step	Bi Weekly	Annual	Classifications
	POA-56-1	\$3,369.76	\$87,613.57	03005-PNS-Detective
	POA-56-2	\$3,437.15	\$89,365.85	
	POA-56-3	\$3,505.89	\$91,153.16	03010-PNS-Crime Scene Investigator

EXHIBIT A.

CITY OF NORTH LAS VEGAS

Grade Step

Salary Schedule

Effective Date: 06/27/2009

Grade: PNS-50	Step	Bi Weekly	Annual	Classifications
	POA-50-1	\$2,187.38	\$56,871.80	03001-PNS-Police Officer
	POA-50-2	\$2,296.75	\$59,715.42	03115-PNS-Corrections Officer
	POA-50-3	\$2,411.58	\$62,701.19	03130-PNS- Deputy Marshal
	POA-50-4	\$2,532.16	\$65,836.25	
	POA-50-5	\$2,658.77	\$69,128.06	
	POA-50-6	\$2,791.71	\$72,584.46	
	POA-50-7	\$2,931.29	\$76,213.69	
	POA-50-8	\$3,165.80	\$82,310.79	
	POA-50-9	\$3,244.95	\$84,368.63	
Grade: PNS-56	Step	Bi Weekly	Annual	Classifications
	POA-56-1	\$3,504.54	\$91,118.11	03005-PNS-Detective
	POA-56-2	\$3,574.63	\$92,940.48	
	POA-56-3	\$3,646.13	\$94,799.29	03010-PNS-Crime Scene Investigator

EXHIBIT A.

CITY OF NORTH LAS VEGAS

Grade Step

Salary Schedule

Effective Date: 06/26/2010

Grade: PNS-50	Step	Bi Weekly	Annual	Classifications
	POA-50-1	\$2,274.87	\$59,146.67	03001-PNS-Police Officer
	POA-50-2	\$2,388.62	\$62,104.03	03115-PNS-Corrections Officer
	POA-50-3	\$2,508.05	\$65,209.24	03130-PNS- Deputy Marshal
	POA-50-4	\$2,633.45	\$68,469.70	
	POA-50-5	\$2,765.12	\$71,893.18	
	POA-50-6	\$2,903.38	\$75,487.84	
	POA-50-7	\$3,048.55	\$79,262.23	
	POA-50-8	\$3,292.43	\$85,603.22	
	POA-50-9	\$3,374.74	\$87,743.37	
Grade: PNS-56	Step	Bi Weekly	Annual	Classifications
	POA-56-1	\$3,644.72	\$94,762.84	03005-PNS-Detective
	POA-56-2	\$3,717.62	\$96,658.10	
	POA-56-3	\$3,791.97	\$98,591.26	03010-PNS-Crime Scene Investigator

EXHIBIT A.

CITY OF NORTH LAS VEGAS

Grade Step

Salary Schedule

Effective Date: 06/25/2011

Grade: PNS-50	Step	Bi Weekly	Annual	Classifications
	POA-50-1	\$2,365.87	\$61,512.54	03001-PNS-Police Officer
	POA-50-2	\$2,484.16	\$64,588.19	03115-PNS-Corrections Officer
	POA-50-3	\$2,608.37	\$67,817.61	03130-PNS- Deputy Marshal
	POA-50-4	\$2,738.79	\$71,208.49	
	POA-50-5	\$2,875.73	\$74,768.91	
	POA-50-6	\$3,019.51	\$78,507.35	
	POA-50-7	\$3,170.49	\$82,432.72	
	POA-50-8	\$3,424.13	\$89,027.35	
	POA-50-9	\$3,509.73	\$91,253.11	
Grade: PNS-56	Step	Bi Weekly	Annual	Classifications
	POA-56-1	\$3,790.51	\$ 98,553.35	03005-PNS-Detective
	POA-56-2	\$3,866.32	\$100,524.43	
	POA-56-3	\$3,943.65	\$102,534.91	03010-PNS-Crime Scene Investigator

Exhibit B

Resolution of Compensation Grievance CBA 2002 - 2007

The parties acknowledge the successful resolution of the POA Compensation Grievance relative to the CBA for 2002 – 2007 submitted to the City of North Las Vegas on June 19, 2007. This issue is resolved through using the grade step percentages that were agreed to during the 2002 Collective Bargaining Agreement which will rectify any insufficient funding to the compensation grade step system for the 2002 – 2007 agreement.

Accordingly the parties agree that lump sum checks will be designated for POA employees to rectify the wage percentage grade step shortage during the 2002 – 2007 CBA. These checks will be distributed in the following gross amounts, subjected to standard federal deductions.

This resolution covers only the employees who were covered by one of the POA CBA's at the time of the agreement that was tentatively reached on July 25, 2007. The agreement does not apply to retirees, separated employees, any promoted/appointed employees or any employee who was not covered by one of the POA CBA's on July 25, 2007.

Employees with less than one (1) year of seniority from 6/30/07 will receive no check

87 Associates x \$0.00	= \$ 0.00	Less than one (1) year seniority
43 Associates x \$400.00	= \$ 17,200.00	One year seniority
29 Associates x \$800.00	= \$ 23,200.00	Two years seniority
19 Associates x \$1200.00	= \$ 22,800.00	Three years seniority
21 Associates x \$1600.00	= \$ 33,600.00	Four years seniority
231 Associates x \$2000.00	= \$ 462,000.00	Five year + seniority

EXHIBIT C

FY 2007-08 SALARY AND BEENFIT COSTS FOR PROPOSED
SALARY ADJUSTMENT BEFORE COLA INCREASE

CURRENT GRADE	CURRENT STEP	CURRENT ANNUAL SALARY BEFORE COLA \$	PROPOSED GRADE	PROPOSED STEP	ADJUSTED ANNUAL SALARY BEFORE COLA (PROPOSED) \$	% INCREASE BETWEEN STEPS AFTER ADJUSTMENT
POA 50	1	50,558.82	POA 50	1	50,558.82	
POA 50	2	53,025.18	POA 50	2	53,086.79	5.00%
POA 50	3	55,617.38	POA 50	3	55,741.13	5.00%
POA 50	4	58,337.50	POA 50	4	58,528.19	5.00%
POA 50	5	61,193.34	POA 50	5	61,454.60	5.00%
POA 50	6	64,190.62	POA 50	6	64,527.32	5.00%
POA 50	7	67,341.56	POA 50	7	67,753.69	5.00%
POA 50	8	72,631.52	POA 50	8	73,173.99	8.00%
POA 50	9	74,447.10	POA 50	9	75,003.40	2.50%

FY 2007-08 COL
A IMPACT (AFTER
PROPOSED SALARY
ADJUSTMENT)

CURRENT GRADE	CURRENT STEP	ORIGINAL 06- 07 SALARY AFTER COLA INCREASE	PROPOSED GRADE	PROPOSED STEP	ADJUSTED ANNUAL SALARY AFTER COLA (PROPOSED)	% INCREASE BETWEEN STEPS AFTER ADJUSTMENT
		\$			\$	
POA 50	1	52,581.17	POA 50	1	52,581.17	
		\$			\$	
POA 50	2	55,146.19	POA 50	2	55,210.26	5.00%
		\$			\$	
POA 50	3	57,842.08	POA 50	3	57,970.78	5.00%
		\$			\$	
POA 50	4	60,671.00	POA 50	4	60,869.32	5.00%
		\$			\$	
POA 50	5	63,641.07	POA 50	5	63,912.78	5.00%
		\$			\$	
POA 50	6	66,758.24	POA 50	6	67,108.41	5.00%
		\$			\$	
POA 50	7	70,035.22	POA 50	7	70,463.84	5.00%
		\$			\$	
POA 50	8	75,536.78	POA 50	8	76,100.95	8.00%
		\$			\$	
POA 50	9	77,424.98	POA 50	9	78,003.54	2.50%

FY 2008-09 COLA
IMPACT (AFTER SAL ADJ
IN FY 2008)

CURRENT GRADE	CURRENT STEP	ORIGINAL 06- 07 SALARY AFTER COLA INCREASE	PROPOSED GRADE	PROPOSED STEP	ADJUSTED ANNUAL SALARY AFTER COLA (PROPOSED)	% INCREASE BETWEEN STEPS AFTER ADJUSTMENT
POA 50	1	\$ 54,684.42	POA 50	1	\$ 54,684.42	
POA 50	2	\$ 57,352.03	POA 50	2	\$ 57,418.67	5.00%
POA 50	3	\$ 60,155.76	POA 50	3	\$ 60,289.61	5.00%
POA 50	4	\$ 63,097.84	POA 50	4	\$ 63,304.09	5.00%
POA 50	5	\$ 66,186.72	POA 50	5	\$ 66,469.29	5.00%
POA 50	6	\$ 69,428.57	POA 50	6	\$ 69,792.75	5.00%
POA 50	7	\$ 72,836.63	POA 50	7	\$ 73,282.39	5.00%
POA 50	8	\$ 78,558.25	POA 50	8	\$ 79,144.99	8.00%
POA 50	9	\$ 80,521.98	POA 50	9	\$ 81,123.68	2.50%

FY 2009-10 COLA
IMPACT (AFTER SAL ADJ
IN FY 2008)

CURRENT GRADE	CURRENT STEP	ORIGINAL 06- 07 SALARY AFTER COLA INCREASE	PROPOSED GRADE	PROPOSED STEP	ADJUSTED ANNUAL SALARY AFTER COLA (PROPOSED)	% INCREASE BETWEEN STEPS AFTER ADJUSTMENT
POA 50	1	\$ 56,871.80	POA 50	1	\$ 56,871.80	
POA 50	2	\$ 59,646.12	POA 50	2	\$ 59,715.42	5.00%
POA 50	3	\$ 62,561.99	POA 50	3	\$ 62,701.19	5.00%
POA 50	4	\$ 65,621.75	POA 50	4	\$ 65,836.25	5.00%
POA 50	5	\$ 68,834.19	POA 50	5	\$ 69,128.06	5.00%
POA 50	6	\$ 72,205.72	POA 50	6	\$ 72,584.46	5.00%
POA 50	7	\$ 75,750.10	POA 50	7	\$ 76,213.69	5.00%
POA 50	8	\$ 81,700.58	POA 50	8	\$ 82,310.79	8.00%
POA 50	9	\$ 83,742.86	POA 50	9	\$ 84,368.63	2.50%

FY 2010-11 COLA
IMPACT (AFTER SAL ADJ
IN FY 2008)

CURRENT GRADE	CURRENT STEP	ORIGINAL 06- 07 SALARY AFTER COLA INCREASE	PROPOSED GRADE	PROPOSED STEP	ADJUSTED ANNUAL SALARY AFTER COLA (PROPOSED)	% INCREASE BETWEEN STEPS AFTER ADJUSTMENT
POA 50	1	\$ 59,146.67	POA 50	1	\$ 59,146.67	
POA 50	2	\$ 62,031.96	POA 50	2	\$ 62,104.03	5.00%
POA 50	3	\$ 65,064.47	POA 50	3	\$ 65,209.24	5.00%
POA 50	4	\$ 68,246.62	POA 50	4	\$ 68,469.70	5.00%
POA 50	5	\$ 71,587.55	POA 50	5	\$ 71,893.18	5.00%
POA 50	6	\$ 75,093.95	POA 50	6	\$ 75,487.84	5.00%
POA 50	7	\$ 78,780.10	POA 50	7	\$ 79,262.23	5.00%
POA 50	8	\$ 84,968.61	POA 50	8	\$ 85,603.22	8.00%
POA 50	9	\$ 87,092.58	POA 50	9	\$ 87,743.37	2.50%

FY 2011-12 COLA
IMPACT (AFTER SAL ADJ
IN FY 2008)

CURRENT GRADE	CURRENT STEP	CURRENT ANNUAL SALARY AFTER COLA \$	PROPOSED GRADE	PROPOSED STEP	ADJUSTED ANNUAL SALARY AFTER COLA (PROPOSED) \$	% INCREASE BETWEEN STEPS AFTER ADJUSTMENT
POA 50	1	61,512.54	POA 50	1	61,512.54	
POA 50	2	64,513.24	POA 50	2	64,588.19	5.00%
POA 50	3	67,667.05	POA 50	3	67,817.61	5.00%
POA 50	4	70,976.49	POA 50	4	71,208.49	5.00%
POA 50	5	74,451.05	POA 50	5	74,768.91	5.00%
POA 50	6	78,097.70	POA 50	6	78,507.35	5.00%
POA 50	7	81,931.30	POA 50	7	82,432.72	5.00%
POA 50	8	88,367.35	POA 50	8	89,027.35	8.00%
POA 50	9	90,576.28	POA 50	9	91,253.11	2.50%

FY 2007-08 SALARY AND BEENFIT COSTS FOR PROPOSED SALARY ADJUSTMENT BEFORE COLA INCREASE

CURRENT GRADE	CURRENT STEP	CURRENT ANNUAL SALARY BEFORE COLA \$	PROPOSED GRADE	PROPOSED STEP	ADJUSTED ANNUAL SALARY BEFORE COLA (PROPOSED) \$	% INCREASE BETWEEN STEPS AFTER ADJUSTMENT
POA 56	1	80,402.92	POA 56	1	81,003.67	
		\$			\$	
POA 56	2	81,891.68	POA 56	2	82,623.75	2.00%
		\$			\$	
POA 56	3	83,380.70	POA 56	3	84,276.22	2.00%

FY 2007-08 COLA IMPACT (AFTER PROPOSED SALARY ADJUSTMENT)

CURRENT GRADE	CURRENT STEP	ORIGINAL 06-07 SALARY AFTER COLA INCREASE \$	PROPOSED GRADE	PROPOSED STEP	ADJUSTED ANNUAL SALARY AFTER COLA (PROPOSED) \$	% INCREASE BETWEEN STEPS AFTER ADJUSTMENT
POA 56	1	83,619.04	POA 56	1	84,243.82	
		\$			\$	
POA 56	2	85,167.35	POA 56	2	85,928.70	2.00%
		\$			\$	
POA 56	3	86,715.93	POA 56	3	87,647.27	2.00%

FY 2008-09 COLA
IMPACT (AFTER SAL ADJ
IN FY 2008)

CURRENT GRADE	CURRENT STEP	ORIGINAL 06- 07 SALARY AFTER COLA INCREASE	PROPOSED GRADE	PROPOSED STEP	ADJUSTED ANNUAL SALARY AFTER COLA (PROPOSED)	% INCREASE BETWEEN STEPS AFTER ADJUSTMENT
POA 56	1	\$ 86,963.80	POA 56	1	\$ 87,613.57	
POA 56	2	\$ 88,574.04	POA 56	2	\$ 89,365.85	2.00%
POA 56	3	\$ 90,184.57	POA 56	3	\$ 91,153.16	2.00%

FY 2009-10 COLA
IMPACT (AFTER SAL ADJ
IN FY 2008)

CURRENT GRADE	CURRENT STEP	ORIGINAL 06- 07 SALARY AFTER COLA INCREASE	PROPOSED GRADE	PROPOSED STEP	ADJUSTED ANNUAL SALARY AFTER COLA (PROPOSED)	% INCREASE BETWEEN STEPS AFTER ADJUSTMENT
POA 56	1	\$ 90,442.35	POA 56	1	\$ 91,118.11	
POA 56	2	\$ 92,117.00	POA 56	2	\$ 92,940.48	2.00%
POA 56	3	\$ 93,791.95	POA 56	3	\$ 94,799.29	2.00%

FY 2010-11 COLA
IMPACT (AFTER SAL ADJ
IN FY 2008)

CURRENT GRADE	CURRENT STEP	ORIGINAL 06- 07 SALARY AFTER COLA INCREASE	PROPOSED GRADE	PROPOSED STEP	ADJUSTED ANNUAL SALARY AFTER COLA (PROPOSED)	% INCREASE BETWEEN STEPS AFTER ADJUSTMENT
POA 56	1	\$ 94,060.04	POA 56	1	\$ 94,762.84	
POA 56	2	\$ 95,801.68	POA 56	2	\$ 96,658.10	2.00%
POA 56	3	\$ 97,543.63	POA 56	3	\$ 98,591.26	2.00%

FY 2011-12 COLA
IMPACT (AFTER SAL ADJ
IN FY 2008)

CURRENT GRADE	CURRENT STEP	CURRENT ANNUAL SALARY AFTER COLA	PROPOSED GRADE	PROPOSED STEP	ADJUSTED ANNUAL SALARY AFTER COLA (PROPOSED)	% INCREASE BETWEEN STEPS AFTER ADJUSTMENT
POA 56	1	\$ 97,822.45	POA 56	1	\$ 98,553.35	
POA 56	2	\$ 99,633.75	POA 56	2	\$ 100,524.43	2.00%
POA 56	3	\$ 101,445.37	POA 56	3	\$ 102,534.91	2.00%

SUPERVISOR

SUPERVISOR AGREEMENT 2007- 2012

BETWEEN THE

CITY OF NORTH LAS VEGAS, NEVADA

AND THE

NORTH LAS VEGAS POLICE OFFICERS ASSOCIATION

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SUPERVISOR AGREEMENT 2007 - 2012

BETWEEN THE

CITY OF NORTH LAS VEGAS, NEVADA

AND THE

NORTH LAS VEGAS POLICE OFFICERS ASSOCIATION

PREAMBLE

This Agreement is made pursuant to the Local Government Employee-Management Relations Act by and between the City of North Las Vegas, Nevada, a local government employer, hereinafter referred to as "CITY" and the North Las Vegas Police Officers Association, Local #41 of the I.U.P.A./A.F.L.-C.I.O., a local government employee organization, hereinafter referred to as "Association".

GENDER, NUMBER, AND TENSE

In accordance with NRS 0.030, except as otherwise expressly provided in a particular statute or required by the context:

- A. The masculine gender includes the feminine and neuter genders.
- B. The singular number includes the plural number, and the plural includes the singular.
- C. The present tense includes the future tense.

ARTICLE 1

RECOGNITION

Section 1. Classifications

The City and the Association agree that peace officers within the following classifications are represented by the Association:

Detention Sergeant	61P
Marshal Sergeant	61P
Police Sergeant	61P

Detention Lieutenant	65P
Police Lieutenant	65P
Marshal Lieutenant	65P

Section 2. Community of Interest

It is agreed that the Association shall represent any peace officers within classifications created by the City that are within the Association's community of interest.

The City shall make written notification to the Association of any classifications created by the City within eight (8) working days. Any dispute between the parties as to whether a new classification is within the Association's community of interest may be advanced to the Grievance and Arbitration Procedure.

The conditions of employment, other than wages, for any new classifications created within the Association's community of interest shall be governed by the terms of this Agreement. Wage scales for such classifications shall be determined as follows:

- A. Should it be determined a new classification is within the Association's community of interest, the parties shall immediately enter into collective negotiations to arrive at an agreement on the subject of wages for such new classification.
- B. If within ten (10) calendar days after such notice, the parties have not reached mutual agreement, they shall proceed to the Grievance and Arbitration Procedure.

Section 3. Right to Work

It is the right of every peace officer to join or refrain from joining the Association.

Section 4. Association Officers

The Association shall make written notification to the City by August 1st of each year of the current Association officers representing peace officers under this Agreement. Any changes shall be evidenced to the City in writing within eight (8) calendar days of the change.

Section 5. Eligible to Vote

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

Section 6. Employment Notification

Within eight (8) calendar days, the Human Resources Department shall notify the

Association of all new hires and terminations within its bargaining unit. Such notice shall include the peace officer's name, social security number, address, telephone number and the action taken. At the end of each pay period, the Police Department, and Municipal Court payroll divisions shall provide the Association with a copy of the time sheet of each Association peace officer who was on a no-pay status in that pay period.

Section 7. Definitions of Regular Full-time Employees

- A. Regular full-time employees work forty (40) hours per week on a regularly scheduled basis and receive benefits (i.e., annual leave, sick leave, etc.).

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. Retention of Managerial Prerogatives

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force includes, but is not limited to:

1. The services performed
2. The location of the work force
3. The schedules and fair standards of peace officers performance
4. The schedules and hours of shifts
5. The methods, processes, and means of providing services and materials
6. The right to hire, promote, demote, and assign or transfer, excluding the right to assign or transfer for discipline except for cause.
7. Establish reasonable rules of conduct, to discharge or discipline for cause in accordance with Municipal Code 2.68, Rules and Regulations, and to maintain efficiency of peace officers.

Section 2. Exercise of Rights

The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

Section 3. Mandatory Subjects of Bargaining

The Association acknowledges that in respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the City is not waiving or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement.

ARTICLE 3

ASSOCIATION-MANAGEMENT COOPERATION

Section 1. Discrimination

Neither the City nor the Association shall discriminate against any peace officer covered by this Agreement in a manner which would violate any state or federal anti-discrimination laws.

Section 2. Prohibited Practices

The City shall not:

- A. Interfere, restrain or coerce any peace officer in the exercise of lawful Association activity.
- B. Discriminate, interfere or assist in the formation or administration of the Association.
- C. Discriminate in regard to hiring, tenure, or any term or condition of employment to encourage or discourage membership in the Association.
- D. Discharge or otherwise discriminate against any peace officer because of Association membership or because the peace officer exercises lawful rights as an Association member.

ARTICLE 4

ASSOCIATION AFFAIRS

Section 1. Association Officer's Time

For the purpose of representation of members within the bargaining unit, the Association shall be entitled to a reasonable and adequate number of Association officers. They shall restrict their activities to dealing with grievances and other legitimate Association business and shall be allowed a reasonable amount of time for this purpose. However, the City is under no obligation to pay Association Officers for time spent conducting Association business when they are not scheduled to work. Every effort shall be made to schedule grievance meetings and hearings during regular work hours.

Section 2. Permission to Conduct Association Business

Association Officers must ask their supervisors for permission to leave their jobs to conduct Association affairs, and such permission shall be granted subject to available personnel. Supervisors will make every effort to allow Association Officers the time to attend Board Meetings and scheduled Association Meetings.

Section 3. Receive Grievances

Association Officers may receive and discuss, but not solicit, complaints and grievances of peace officers on the premises and time of the City. Such time spent shall not interfere with the work and duties for the City of either the Association Officers or the peace officers.

Only those Association officers and the peace officer involved in a hearing, investigation or grievance shall be granted time off for all meetings without loss of pay or any accrued leave. Such meetings shall be set at a time mutually agreeable with the City and the Association.

Section 4. Time for Directors

The Association Board of Directors and Executive Board shall be excused from duty to perform union functions subject to prior approval of the Department Chief. The Association Board of Directors and Executive Board shall be granted time off for the purpose of attendance at conventions, conferences and seminars without loss of pay or any accrued leave.

Section 5. Negotiating Committee

The Negotiating Committee shall consist of an adequate number of active members of the Association. Their attendance at negotiation sessions and preparation shall be without loss of pay or any accrued leave. If for any reason, additional peace officers are needed for informational purposes, upon agreement by the joint bargaining committee, said peace officer will be called into the meeting without loss of pay. The joint committee shall determine what expertise is necessary. The City shall not be obligated to pay peace officer representatives for time the peace officer was not scheduled to work.

Section 6. Bulletin Boards

The City shall furnish a bulletin board for Association use in the appropriate briefing rooms. The Association shall have the right to place notices on the bulletin boards. Bulletin boards may be used for the following notices with approval by the Association Board of Directors:

- a. Recreational and social affairs of the Association
- b. Notices of Association meetings
- c. Association elections
- d. Reports of Association committees

- e. Rulings on policies of the Association
- f. Association newsletters
- g. Charitable benefits; and
- h. Other items approved by the Association Board of Directors.

No notice or announcement that contains defamatory statements about the Department or any Department official or peace officer shall be posted. A copy of all material shall be forwarded to the Department Chief or designee. In the event non-authorized material is posted, it shall be promptly removed by the Association or its designee on notification by the Department.

Section 7. Briefing Sessions

The Association shall be entitled to speak during briefing periods upon reasonable notice to the Area Commander by indicating the matter to be addressed is one of an immediate and important nature.

Section 8. Office Space

The City shall provide the Association with office space comparable to existing space within the Public Safety Building to consist of a main office, conference room, and storage rooms. Should the space require modification to accomplish three separate areas, it shall be at City expense.

Section 9. Parking

The City shall provide free parking facilities for duty peace officers. Such facilities shall be separate from public parking as available.

Section 10. Full Time Position

The Association will be allowed to maintain one (1) full time Police Labor Relations Liaison, at the expense of the city. The pay grade, wage rate, and other compensation related items will remain consistent based on the employee elected to the position.

ARTICLE 5

PAYROLL DEDUCTION OF DUES

The City agrees to deduct from the wages of each Association member, upon the written request of the member, the sum certified as bi-weekly Association dues and deposit such deductions to the bank account of the Association no later than seven (7) days after the end of a pay period. The bank shall be designated by the Secretary/Treasurer of the Association.

No later than seven (7) days after the end of a pay period the City shall provide to the Association a detailed written accounting of dues deductions and deposits.

This authorization for payroll deduction of dues shall remain in full force and effect unless the member subsequently requests in writing the withdrawal of the original authorization.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 1. Workday

A normal workday shall consist of ten (10) consecutive hours in a day. The normal workweek shall consist of any four (4) consecutive ten (10) hour days out of seven. Work schedules shall be made at the sole discretion of the City to suit varying conditions.

When a peace officer's scheduled shift or assignment is modified or adjusted under normal conditions, the peace officer shall be provided a minimum of eight (8) hours between assignments; if eight (8) hours is not granted, the peace officer shall be compensated at one and one-half (1 ½) times his premium rate of pay for all time worked prior to the eight (8) hour minimum requirement.

Section 2. Commencement of Shifts

Shifts shall be generally defined as starting between the following:

Day Shift -	Commencing 4:00 A.M. to 12:00 P.M.
Swing Shift -	Commencing 12:00 P.M. to 8:00 P.M.
Graveyard Shift -	Commencing 8:00 P.M. to 4:00 A.M.

If a shift is scheduled to begin within one hour of the shift time stated above, the peace officer will receive the applicable shift differential.

Section 3. Overtime

Overtime is defined as being directed to work longer than a normal shift with notification prior to completion of a shift or receiving more than 12 hours notice.

- A. When overtime is mandated, the peace officer shall receive one and one-half (1-1/2) times his premium wages for all hours worked in excess of assigned shift in a day and all hours worked in excess of assigned week.

- B. On a designated holiday, should a peace officer be directed to work longer than a normal shift or be recalled to work, the peace officer shall be paid at the rate of two times the peace officer's premium wages for all hours worked in excess of normal shift.
- C. If an officer is scheduled to work overtime, that is not concurrent to his normal shift, he shall be paid for a minimum of four (4) hours of overtime at one and one half (1 ½) times his premium rate of pay.

If the employee's start of shift is the **designated holiday** shift; (Example: start of graveyard shift on July 3 at 2200 hrs; is actually the July 4 graveyard work shift), and if the employee's shift is extended, it will be an extension of shift on the designated holiday, even though the extension may run into a non-holiday day.

However if the start of shift is not the **designated holiday** and the employee's shift is extended into the actual holiday it will not be the designated holiday shift, for purposes of overtime calculation. (Example: Swing shift starts 1500 hrs on July 3 with the shift ending 0100 hrs July 4. If employee shift is extended after 0100 hrs it is not considered the designated holiday shift and therefore not subject to holiday extension of shift pay.)

Section 4. Lunch Breaks

Lunch breaks shall be one (1) hour of paid time. If the peace officer is not allowed one hour to eat, the peace officer will be compensated for a maximum of one hour or the difference between the time used for lunch and one hour.

Section 5. Call Out Pay

Call out is defined as compensable time earned for returning to duty after a peace officer has completed their regular tour of duty, is off duty, and is requested to return to duty with less than twelve (12) hours notice. When a peace officer is called back to work, the peace officer shall be paid overtime at one and one-half (1 ½) times his premium rate of pay. The peace officer shall be paid for a minimum of four (4) hours regardless of having worked less than four (4) hours, or the peace officer will be paid for the amount of time actually worked over the four (4) hours. However, in the event the period of call back runs into an peace officer's normal tour of duty, such peace officer shall be paid overtime at one and one-half (1 ½) times his premium rate of pay for only those hours worked outside of his normal tour of duty.

A peace officer who works less than four (4) hours on the initial call-out and is then called out a second time during the initial two-hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences exceeds four (4)

hours, in which case the peace officer shall be paid for the aggregate time worked. In the event a peace officer is called out for a second time after the expiration of four (4) hours from the first call-out, the peace officer shall be paid for a minimum of four (4) hours for each call-out except as provided in the previous paragraphs.

Section 6. Stand-by Pay

Employees required to be on stand-by status shall be compensated one dollar and fifty cents (\$1.50) an hour for every hour of their normal off duty time. This person may be subject to call in and be required to report promptly when called to duty.

ARTICLE 7

WAGES

Peace officers may achieve within-class increases in accordance with Municipal Code 2.68 until they reach the top step of their respective grade. Increases shall be subject to approval by the Department Head or his designee.

Section 1. Definitions

- A. Base Wage - Hourly base rate.
- B. Wages - Hourly base rate of pay plus longevity, if applicable.

Premium Wages- Base wages plus longevity, applicable ADP or shift differential. Premium wages will not apply to overtime which is scheduled or voluntary. Overtime shall be calculated at base wages plus longevity X 1.5. Applicable ADP or shift differential will then be added. (Over ten (10) hours in a day or forty (40) hours in a week).

Section 2. Cost-of-Living Adjustment

The below annual base wage increases shall be implemented during the pay period which includes the following dates:

July 1, 2007	4%
July 1, 2008	4%
July 1, 2009	4%
July 1, 2010	4%
July 1, 2011	4%

Section 3. Re-opener

The city agrees to perform a wage audit the first two weeks of June 2009 and 2011, and present recommendations to the City Council for action, if warranted. The President of NLVPOA and the Human Resources Director shall review the findings of the salary survey, performed by the Compensation Specialist, as compared to the Las Vegas Metropolitan Police Department, and the City of Henderson Police Department. The recommendation shall be submitted to the City Council jointly by both parties.

ARTICLE 8

LONGEVITY

Section 1. Longevity Pay

After completing seven (7) years of full time employment, a peace officer shall receive an additional three and one-half percent (3 ½%) of his base monthly wage and shall receive an additional one-half percent (½%) increase each year thereafter until a maximum of fifteen percent (15%) has been reached. Said longevity pay shall become effective upon the anniversary of the date of hire or adjusted service date, as applicable, and shall be granted on merit and performance evaluation as determined by the Department Chief.

All employees hired after July 1, 2008 will receive a maximum of twelve and one half percent (12 ½%).

Section 2. Re-employment

When a break in service occurs due to an unpaid leave of absence over thirty calendar (30) days, the peace officer shall receive an adjusted service date upon re-employment. All time actually worked for the City and periods of paid leave shall be credited for longevity purposes.

Section 3. Reinstatement

An employee who separates employment in good standing and is rehired by the City within six (6) months from the separation date shall be classified as reinstated. No benefits or compensation shall accrue for the period of separation, but will begin immediately after reinstatement. The peace officers evaluation date and seniority date shall be adjusted accordingly.

Section 4. Rehire

A peace officer who separates employment in good standing, and is rehired at the City after six (6) months and one day shall be classified as a rehire. A rehire peace officer begins employment with no prior compensation, benefit, or service credits whatsoever. A rehire shall be treated similar to a new peace officer.

ARTICLE 9

SHIFT DIFFERENTIAL, ASSIGNMENT DIFFERENTIAL PAY, TEMPORARY TRAINER PAY AND SPECIAL ASSIGNMENTS

Section 1. Shift Differential Pay

In addition to the peace officer's wages, peace officers working swing shift shall receive four percent (4%) shift differential pay. Peace officers working graveyard shift shall receive six percent (6%) shift differential pay.

Section 2. Assignment Differential Pay (ADP)

Assignment Differential Pay is temporary monetary compensation to be paid to peace officers in the following categories and at the listed percentage rates of the peace officer's wages (hourly base wage plus longevity) excluding peace officers that are on temporary work assignments while on the 85/15 light duty plan. ADP assignments are not promotional and, therefore, no property rights exist. Peace officers shall only receive assignment differential pay for the duration of their assignment.

Qualifications/ Selection Process for the assignment shall be determined by the Department Chief. Sergeants shall receive eight percent (8%), and Lieutenants shall receive four percent (4%) assignment differential pay for the following assignments:

- A. Department Training/Recruiting Bureau
- B. Detective Bureau
- C. Crime Scene Investigation Bureau
- D. Narcotics Bureau
- E. Special Investigations Bureau
- F. Traffic Bureau
- G. Special Operations Bureau
- H. Bicycle and Beautification Officers
- I. Court Services Bureau
- J. Problem Solving Unit
- K. Public Information Officer (PIO)
- L. Administrative/Relief Supervisor
- M. Homeland Security Liaison

Note: The intent of this article is to eliminate double 8% ADP. An officer shall have only one assignment under this section for ADP purposes. For example, if a Motor Officer is assigned temporary training duties, the Motor Officer shall only be classified as and receive ADP as listed in section 2. If a Motor Officer is assigned temporary training, the Motor Officer will receive ADP for the assignment, and temporary trainer assignment under Section 3.

Section 3. Temporary Trainer Assignment

Any peace officer assigned to temporary trainer duties, during any portion of a pay period, shall be paid eight percent (8%) of their wages (hourly base wage plus longevity) for the duration of the assignment. Consideration shall be made for preparation time and work load factors with compensation being a minimum of one week.

Section 4. Bilingual Proficiency

The City shall pay \$750 annually, the first pay period in January, made by a separate check, for those peace officers conversant in Spanish in order to fulfill their job duty as a peace officer. The following criteria must be met to qualify for the annual incentive pay:

- A. Peace Officers must initially pass a proficiency examination prepared by the City. Once certified, an Officer does not need to re-certify on a yearly basis; however, management has the right to require re-certification at any time based upon cause.
- B. The number of certified participants shall be determined by the fiscal constraints of the Police Department and Municipal Court.

Section 5. Canine Assignment

A canine officer shall be compensated for eight (8) hours per pay period for at-home care, grooming, feeding and other activities related to the care and maintenance of an assigned canine. Such compensation shall be at the rate of one and one-half (1 ½) times his premium rate of pay.

ARTICLE 10

COURT TIME

Section 1. Off-duty Court

Employees required to appear off-duty in any court or hearing as a witness for the

prosecution or defense, except for personal involvement, shall be paid as follows:

- A. Employees shall be paid at one and one half (1 ½) times the employees premium rate of pay for a minimum one and one half (1 ½) hours and retain any subpoena fee.
- B. Subsequent court or hearing attendance time shall be paid at one and one-half (1 ½) times the employee's premium rate of pay.
- C. Duces tecum subpoenas shall be paid an additional one hour at one and one-half (1 ½) times the employee's premium rate of pay.

Section 2. Jury Duty

Officers called to serve on jury duty on a normally scheduled shift shall receive their regular pay as well as all jury pay. Officers not selected to serve on the jury shall report back to work when excused.

ARTICLE 11

EDUCATIONAL ASSISTANCE/INCENTIVES

Section 1. Tuition Assistance

It is understood that the City Tuition Assistance Policy is in effect and replaces this article.

Section 2. Educational Incentives:

Employees who hold the following degree as of July 1st of each fiscal year shall receive one of the following lump sum payments on the first payday in August, by separate check:

- Any Officer who has received an Associate degree from an accredited college or University shall receive a sum of \$375.00 per year in addition to his/her annual salary.
- Any Officer who has received a Bachelor degree from an accredited college or University shall receive a sum of \$750.00 per year in addition to his/her annual salary.
- Any Officer who has received a Masters degree from an accredited college or University shall receive a sum of \$900.00 per year in addition to his/her annual salary.
- Any Officer who has received multiple degrees shall only be paid for the highest degree attained.

The degree must be applicable to City Government and be approved by the Department Chief.

ARTICLE 12

UNIFORM, EQUIPMENT, AND CLOTHING ALLOWANCE

Section 1. Issued Equipment

The City shall issue to all peace officers hired after July 1, 2007 the following: one sidearm, three ammunition magazines, duty ammunition, a holster, chemical agents, a basic uniform issue of four (4) summer shirts, four (4) winter shirts, four (4) pairs of pants, one (1) winter jacket, (1) raincoat and lockers. At the officer's request, Detention Services Personnel will be issued a combination puncture/ballistic resistant vest, and Police Services/Municipal Court personnel will be issued a ballistic vest. Vests will be replaced every five (5) years.

Section 2. Clothing Allowance

The City shall provide, a semi-annual clothing and footwear allowance to all officers as follows:

December 2007	\$815.00
June 2008	\$815.00
December 2008	\$840.00
June 2009	\$840.00
December 2009	\$865.00
June 2010	\$865.00
December 2010	\$865.00
June 2011	\$890.00
December 2011	\$890.00
June 2012	\$915.00

Payment of the clothing allowance shall be by separate check on the first payday on or after June 1 and December 1, and is payment in advance for the next six months of each year.

Section 3. Pro-rated Allowance

All City payments for clothing or maintenance allowances shall not include any deduction for Federal Income Tax or Public Employees Retirement contributions. Peace officers assigned to duty on dates other than the first day of June or December shall receive a pro-rated maintenance or clothing allowance based on semi-annual periods commencing on June 1 and December 1. Adjustments will be made for peace officer transfers and separations.

Section 4. Motor Boots

The City shall provide motor boots required for motor officers as determined by the Department Chief or his designee.

Section 5. Required Equipment

Except as set forth in Section 1, it is understood that a peace officer is required to be equipped with the following at the peace officer's expense:

- (a) Handcuffs
- (b) Ammunition pouch
- (c) Required keys
- (d) Leather/nylon equipment
- (e) Baton and holder
- (f) Wristwatch
- (g) Clipboard
- (h) Flashlight
- (i) Prescription eye glasses or contacts, if needed.

Section 6. Damaged Equipment

If any of the above equipment or clothing is damaged or lost while the officer is acting in his official capacity and if the peace officer is free of negligence, the cost of replacement or repair shall be borne by the City upon the approval of the Department Chief. Replacement cost shall be limited to the value of the standard type equipment presently authorized by the Department with the following exceptions:

For the purpose of replacement or repair: a wristwatch shall have a maximum value of fifty dollars (\$50.00); Prescription eye glasses or contact lenses shall have a maximum value of \$200.00. Should the Workers' Compensation program or personal insurance reimburse the peace officer for the replacement value of the glasses or contacts, the City shall not have any liability to reimburse the peace officer.

Section 7. Equipment Committee

The Department Chief may appoint a three (3) person committee to investigate and determine whether the loss or damage to any equipment/clothing occurred while the plain clothes or uniformed officer was acting in his official capacity and if the officer is free of negligence. If any item is found by the committee to have been lost or damaged while the

officer was not acting in his official capacity or through the officer's negligence, the City shall have no liability for replacement or repair. The committee shall make immediate written notification of its findings to the Department Head and the affected officer. The Department Chief or his designee, at their option, may require replaced items to be turned over to the department. It is the prerogative of the department to have any sidearm sent to the factory or authorized gunsmith for determination of its serviceability or ability to be repaired, before replacing it.

ARTICLE 13

COPIES OF AGREEMENT

The City and the Association agree to each pay one-half ($\frac{1}{2}$) of the cost of printing copies of this Agreement in booklet form as needed. The Association shall also pay 100% of the cost of printing the NLVPOA Constitution and Bylaws.

ARTICLE 14

PUBLIC EMPLOYEES RETIREMENT SYSTEM

All employees shall participate in the Public Employees Retirement System of the State of Nevada in accordance with NRS 286. Payment of the peace officer's portion of the contributions shall be made in lieu of equivalent basic salary increases or cost of living increases or both. The City will give thirty (30) days notification of projected PERS increases to peace officers.

ARTICLE 15

INSURANCE AND DISABILITY

Section 1. Life

The City shall provide twenty thousand dollars (\$20,000) life insurance protection with double indemnity for the accidental death of a peace officer of the bargaining unit.

Section 2. Medical Benefits

- A. The City shall provide a health benefit program which is identical to the plan in force for the City Elected, Appointed and Confidential employees (medical, dental, vision, and cafeteria plan). The City shall pay 100% of the premium cost for medical, dental and vision coverage for peace officers and their eligible dependants.

- B. If an employee's spouse is also employed by the City, the City shall pay 100% of the premium cost for one (1) employee only. The employees affected shall have the choice of which employee shall be deemed the primary insured. An employee who is deemed to be the dependant shall enjoy the same benefits as if they were the primary insured.
- C. Current and future retirees of the North Las Vegas Police Officers Association will be afforded the opportunity to remain in the health benefit program at the same premium cost that the City pays for active members of the Association.

Section 3. Payment

No health benefits shall be paid after an employee is on thirty (30) calendar day no pay status, except for FMLA situations.

Section 4. Indemnify

The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the Association as a result of any action taken or not taken by the Association with respect to authorized deductions for coverage in excess of that provided in Section 3 of this Article.

Section 5. Self-Insurance (Workers' Compensation)

- A. All peace officers are to be covered by the provisions of the Nevada Industrial Insurance Act, the Nevada Occupational Diseases Act, and the Occupational Safety and Health Act.
- B. A peace officer injured on the job and determined by the primary physician to be temporarily totally disabled shall be placed on industrial insurance. Commencing on the first day post injury, the City will pay to the peace officer an amount equal to the difference between the insurance compensation received and 100% of the peace officer's premium wages until the peace officer is released to the Temporary Work Assignment Program, the primary physician gives permanent restrictions, or an independent medical evaluation determines the peace officer is capable of returning to work.
- C. A peace officer injured on the job may be employed in a Temporary Work Assignment within the City. The primary physician shall determine the duties and number of hours per day the peace officer is able to perform. The number of hours specified by the primary physician shall be considered a "work day" and the peace officer shall be paid one hundred percent (100%) of his current pay grade for each

day worked.

- D. While temporarily totally disabled, the ambulatory peace officer is required to submit a completed form and report in person to the Workers' Compensation Division of the Human Resources Department on a weekly basis. If a peace officer is physically unable to report in person, special arrangements will be made by the Worker's Compensation Division. The peace officer is not to leave the geographical area without the approval of the Department Chief or designee.

Section 6. Liability

The City shall provide liability insurance protection for each peace officer of the bargaining unit through a contract for insurance or a self-insurance fund to cover incidents occurring while in the performance of official duties pursuant to applicable law, except punitive damages.

Section 7. Retiree Medical

The City may establish a program for the purpose of providing funding for health insurance coverage for retirees of the Association. The fund must be actuarial sound to provide a level benefit to participants. The fund may be funded by contributions from available benefits (i.e., annual leave, sick leave, etc.) Other City benefits may integrate with the retiree insurance fund to add more value to the program.

The City and Association will work jointly to establish a program.

ARTICLE 16

SENIORITY

Section 1. Seniority List

In September of each year, the City shall provide the Association with a current seniority list indicating City seniority and classification seniority of the peace officers covered by this contract. The Department Chief shall provide the Association notice of any change of a peace officer's classification and the effective date, and forward same to the Human Resources Department to be entered on the seniority list provided by the City.

Section 2. Computing Seniority

City seniority and classification seniority shall be computed as follows:

- A. City seniority shall commence with the original date of hire and shall be adjusted by

subtracting all time between any termination and rehire when the peace officer was not employed by the City.

- B. Classification seniority shall commence on the most recent date of appointment or promotion to such classification.
 - 1. For purposes of determining seniority between officers within the same pay grade classification who transfer positions between Detention Services, Police Services or Municipal Court, the date of entry into new position will determine seniority.
 - 2. For purposes of determining seniority, within a pay grade classification, date of entry into the pay grade classification determines seniority. If two (2) or more persons are hired or promoted to the same pay grade classification on the same date, the person whose numerical score is highest on the eligibility list from which the selection was made shall be deemed senior. If there is no eligibility list, seniority in the previously held pay grade classification shall be the determining factor. If the above considerations fail to determine seniority, the peace officer with the earliest date of hire shall be deemed senior. Seniority for lateral transfers shall be determined by date and time of application.
- C. City seniority and classification seniority shall not accrue to any peace officer who is on a no-pay leave of absence after the first thirty calendar (30) days of that leave of absence, except for FMLA situations.
- D. For competition within classification for seniority, a peace officer who has been demoted to a previously held classification shall have all time spent in and above that classification counted toward his seniority.
- E. Failure to protest peace officer's seniority date shown on the seniority list prior to January 1 of each year shall be considered confirmation of peace officer's seniority as listed.

Section 3. Use of Seniority

Classification seniority shall prevail in scheduling annual leave, holiday leave, days off, and shift preference, subject to availability as determined by the Department Chief.

- A. Shift bids shall begin December 1st and shall be completed by January 15, based on classification seniority, and peace officers shall receive new assignments, if any, beginning the second pay period in February of each year. At the completion of the initial shift selection, a peace officer's selected shift preference cannot be changed

by the peace officer for a period of one year unless good cause is shown and approval given by the Department Chief.

Transfer requests between area commands will be submitted in writing, through the chain of command from September 1st through October 15th of each year and approval will be at the discretion of the Chief of Police or designee. Any approved transfer request will be implemented at the implementation of shift bid.

B. Seniority shall be considered exercised when a peace officer uses it to secure the following:

- Annual leave request of four (4) or more consecutive days of accrued annual leave, holiday leave, or combination of both.
- Holiday leave request of three (3) or fewer consecutive days of accrued annual, holiday, or combination of both.

Peace officers must submit leave requests 30 calendar days prior to the beginning of the requested leave to secure their seniority rights. The beginning of the leave shall be on the first day of leave taken.

The exercising of Seniority shall be allowed only on one occasion for Annual leave and one occasion for Holiday leave during a one year period beginning the second pay period in February of each year.

Annual leave requests shall have priority over Holiday leave requests.

C. The following only applies to the Detention Officers:

1. Thirty (30) days prior to the commencement of the annual leave bid, the department shall provide a written notice of bid guidelines (rules) to all officers in the Detention Services.
2. Beginning December 1st officers will be allowed to make their “first picks”, based on seniority, for annual leave. They must take a minimum of four (4) consecutive days of annual leave, holiday leave, or combination of both, but no more than the maximum accrual of annual leave for that year. The officer may elect to split this pick into two separate periods of leave. These two periods of leave will be a minimum of one week each. This bid phase shall be completed by January 30th.
3. Subsequent requests for leave can only be made after everyone has received their “first pick” selection. Officers must submit leave requests three weeks prior to the beginning of the requested leave. These requests will be considered on a “first come, first approved” basis and without regard to

seniority. Subsequent requests will be responded to within eight calendar days of submission.

ARTICLE 17

PROMOTIONS

Section 1. Promotions

- A. To be eligible to take a promotional examination for an eligibility list, an applicant must meet the minimum requirements by no later than the filing deadline in the year given. The promotional eligibility list shall be effective for one year from the date the list is approved, unless extended.
- B. All promotional vacancies within the bargaining unit shall be filled by promotion from within each of the Departments and shall be made from the current certified promotional eligibility list.
- C. Promotional examinations for Police Supervisors shall be held in April of each year unless the promotional eligibility list is extended. Municipal Court, Detention Supervisors and Detective promotional examinations shall be held in October of each year, unless the promotional eligibility list is extended. If applicable, bibliographies shall be posted a minimum of ninety (90) days in advance of the Request to Compete deadline contained in the notice. As outlined in Article 2, Management Rights, the City has the right to determine qualifications provided it shall be done fairly and in good faith. Selection process may include, but not be limited to written, oral, or practical performance tests, administrative evaluations (including experience) or any combination of the aforementioned at the sole discretion of the City.
- D. Promotional lists shall be certified, approved and published by the Director of Human Resources within ten (10) working days after conclusion of appeals.
- E. The promotional list that is established shall be maintained by the Human Resources Department and a copy shall be furnished to the Association upon publication of the list.

Section 2. Examination Procedures

- A. Examinations shall be obtained from the best known external source.
- B. All North Las Vegas peace officers who meet the minimum requirements for a posted position within the bargaining unit shall submit to Human Resources a "Request to Compete" and resume in accordance with the job announcement.

- C. If one examination is given, that score shall constitute 100% of the total score. If two or more examinations are given, the scores shall be proportionate. The City will determine the weights (percentages) to be used for each phase of testing. Minimum passing score shall be 70%.
- D. An oral examination panel shall consist of one individual of equal rank and two individuals of equal or greater rank to the position being tested.
- E. Determination of ranking, if identical scores are achieved, will be made in the following order:
 - 1. Seniority within classification.
 - 2. City seniority.
 - 3. Human Resource's date/time stamp on the completed Request to Compete packet when returned.

Section 3. Appeals Procedures

- A. An examinee must have a score of 65% or higher to appeal.
- B. Examination scores may only be changed through the examination appeal process, or to correct mathematical errors. Any appeals to the written examination shall be in accordance with the appeals policies of the Director of Human Resources and vendor, if applicable.
- C. Appeals of written examinations shall be made in writing stating the reason for the appeal and identifying the bibliography source. The Director of Human Resources shall process and decide the appeal. The decision of the Director of Human Resources shall be final and binding.
- D. Written challenges to promotional testing panel examinations shall be restricted to questions that were asked by the board, or practical exercises administered that are outside the scope of the position or are not relevant to the duties of position being tested. In the event an peace officer's challenge is sustained, the Director of Human Resources may deny or grant the appeal, by disqualifying the board member who asked the improper question or had prior detrimental contact with the examinee from grading the appellant's oral examination. In such case, the scores of the other board members shall be averaged to give the appellant an average score for the oral examination.
- E. A Union officer shall have access to the tape recording of the promotional testing panel proceedings.

- F. Promotional testing panel shall mean any promotional testing panel convened to give an examination other than written examinations for the purpose of establishing a promotional eligibility list.

Section 4. Promotions to Unclassified Positions

For any employee who is appointed to an unclassified position whose classification before promotion was covered by the Police Officer's Association Agreement, the following shall apply:

- A. Voluntary Request to Return to Classified Service
1. A peace officer may request to return to a position previously held. If the previously held position is not vacant at the time transfer request is approved, the peace officer may be returned to the highest vacancy previously held at the highest level of salary of that position in accordance with the peace officer's seniority. Return of a peace officer to classified service shall be at the discretion of the Department Chief.
 2. Should the peace officer not return to the highest level previously held as outlined above, future promotions must be accomplished as a result of the promotional testing process outlined in this Article.
 3. Time spent in the appointed position will be credited to the peace officer as if the peace officer had never left the classified service, i.e., seniority and leave accrual. However, compensable sick leave for time spent in the unclassified position shall be made in accordance with the City ordinance governing the appointed classification at the time of transfer.
- B. Return to Classified Service Upon Removal From Unclassified (Appointed) Position
1. A peace officer who is terminated shall have no right of return to the classified service.
 2. A peace officer who is removed from an unclassified position for reasons other than cause shall be returned to the peace officer's former position in the bargaining unit.
 3. Time spent in the appointed position will be credited to the peace officer as if the peace officer had never left the classified service, i.e., seniority and leave accrual. However, compensable sick leave for time spent in the unclassified

position shall be made in accordance with the City ordinance governing the appointed classification at the time of transfer.

ARTICLE 18

REDUCTION IN FORCE

Reduction in force shall be based on seniority in classification as determined by the seniority article, performance being equal. Starting with those persons in the highest classification in which a reduction in force is taking place, persons in each classification shall compete on the basis of seniority in classification, with the demotion or layoff of the least senior. Any person so demoted shall be demoted to the next lower classification held prior to promotion.

Upon demotion to the previously held classification, the employee shall be placed at the level of wages and benefits the peace officer would be receiving had the employee not been promoted to the higher classification.

ARTICLE 19

LEAVE TIME

All leave requests shall be submitted via chain of command and are subject to the approval of the Department Chief or his designee.

In the event of a peace officer's death, compensation for any unused accrued leave will be paid to the person listed as beneficiary in the City provided life insurance policy.

Section 1. HOLIDAYS

Each peace officer shall receive the following holidays during each calendar year in accordance with NRS 236:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King, Jr.'s Birthday)
- Third Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- Last Friday in October (Nevada Day)

November 11 (Veteran's Day)
Fourth Thursday in November (Thanksgiving Day)
Friday following the fourth Thursday in November (Family Day)
December 25 (Christmas Day)

Any day that may be designated by the President of the United States or by the State Legislature for public fast, thanksgiving or as a legal holiday except for any Presidential appointment of the fourth Monday in October as Veterans' Day.

In Addition to the above Holidays, each peace officer shall receive their Birthday as an additional Holiday. (February 29 will be observed on February 28)

If the employee's birthday falls on a designated holiday, then the day following the designated holiday will be observed as his/her respective birthday.

If January 1, July 4, October 31, November 11 or December 25 falls upon a:

1. Sunday, the Monday following must be observed as a legal holiday.
 2. Saturday, the Friday preceding must be observed as a legal holiday.
- A. The term referred to as "holiday" is defined as the declared holiday in accordance with NRS 236. No other calendar day (celebrated day) shall be considered as a legal holiday, except the day nationally designated as Columbus Day, which shall be recognized as an additional holiday.
- B. In accordance with NAC 284.526(2), a peace officer working other than a standard (5-day) workweek is entitled to the same number of paid holidays as an peace officer working the equivalent (but other than 5-day) standard workweek. For example: January 1 falls on a Saturday; therefore, the preceding Friday shall be the day for which the peace officer shall receive a holiday; and December 25 falls on a Sunday; therefore, the following Monday shall be the date for which the employee shall receive a holiday.
- C. Holidays which fall on a peace officer's scheduled day off shall accrue. If a holiday falls on a leave day, annual or sick, that day shall be charged to the holiday leave bank.
- D. When a peace officer is required to work on a holiday he shall be compensated in that pay period at one and one-half (1-1/2) times his current rate of pay.
- E. Peace officers shall elect to be paid either semi-annually for holidays or to accrue them. Such election may be changed by notifying the Payroll Department in writing ninety (90) days in advance of the pay period which the holidays are to be paid. In

the second pay periods of February and August peace officers who elected to be paid shall be compensated for all accrued holidays, and peace officers who elected to accrue shall be compensated for all holiday time accrued in excess of one hundred fifty (150) hours.

Payments for holiday pay shall be provided by separate check and shall include any deductions for Federal Income Tax but not public peace officers retirement contributions.

- F. To maintain the efficient operation of the department, the Department Chief, or his designee, shall determine who works on a holiday.

Section 2. ANNUAL LEAVE

Annual leave is provided to peace officers for the purpose of rest and relaxation from their duties and for attending to personal business. Approved absences not specifically covered by other provisions of this contract may be chargeable to annual leave to the extent it has been accrued, subject to the approval of the Department Chief or his designee.

If the City denies a leave request due to personnel limitations, and the peace officer is at the maximum accrual, or shall reach the maximum during the requested leave period, the City shall pay the peace officer for the lost accrual at premium pay for a maximum of two pay periods. The second annual leave request must be granted and commence within two pay periods of the requested time period.

- A. Annual leave of qualified peace officers shall be commensurate with the wishes of the peace officer and consistent with the efficient operation of the City.
- B. Annual leave requests must be approved in advance of taking leave in accordance with the seniority provisions of Article 16 and the department rules and regulations.
- C. All peace officers shall commence to accrue annual leave upon their date of hire. Accrual will be reflected on each pay receipt.
- D. The following table, based on a four (4) day, forty (40) hour workweek, shall apply for accrual and maximum allowable annual leave and shall be based on date of hire, or adjusted service date.

	<u>Accrued</u>	<u>Maximum</u>
<u>Length of Service</u>	<u>Hours/Year</u>	<u>Leave Hours</u>
0 - 120 Months	120 hours	280

121 - 240 Months
241 - & Over

160 hours
200 hours

360
440

- E. In exceptional circumstances, employees with one (1) or more years of service may be advanced leave subject to the approval of the City Manager.
- F. A peace officer who has taken advance annual leave beyond that accrued at the time of termination shall make restitution for such leave either by deduction from any amount owed him by the City or by cash refund.

Section 3. SICK LEAVE

All peace officers who are incapacitated from the performance of their duties by illness or injury, or whose attendance is prevented by public health requirements, may be granted sick leave with pay. The City and the Association agree to abide by the Family and Medical Leave Act (FMLA) as set forth in City policy.

Annual leave shall not be used in place of sick leave, unless approved by the Department Chief or designee.

Peace officers may also be granted sick leave with pay for any illness or death of a family member of the peace officer or the peace officer's spouse which occurs in the immediate family (immediate family defined as spouse, child, father, mother, grandparent, brother, sister, step, adopted or foster relationships).

- A. Sick leave with pay will be granted only to those peace officers who have been employed on a full time basis for a period of two (2) consecutive months.
- B. Abuse of these provisions is cause for disciplinary action. The Department Chief or designee reserves the right to require a doctor's certificate for any period of illness.
- C. Sick leave shall accrue to each peace officer at the rate of 4.61538 hours per pay period, based on a forty (40) hour workweek. Sick leave shall be charged as used on an hourly basis.
- D. Peace officers with ten (10) years City service whose original hire date is June 30, 1986, or earlier shall be compensated for all unused accumulated sick leave when they are permanently separated from City service (resignation, death, retirement or discharge).
- E. Peace officers with ten (10) years City service whose original hire date is July 1, 1986, or later shall be compensated for one-half ($\frac{1}{2}$) of their unused accumulation of sick leave with a maximum payout of one thousand (1000) hours when they are

permanently separated from City service (resignation, death, retirement or discharge).

- F. A peace officer incapacitated beyond the period covered by sick leave may, on the recommendation of the City Manager and approved by the City Council, be granted an advance of additional sick leave with full or partial pay at the employee's base wages plus longevity.
- G. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when a peace officer is on sick leave is considered evidence of abuse of sick leave unless approved in writing by the Department Chief or his designee and is subject to discipline up to and including termination.
- H. A peace officer incapacitated due to an injury that is not work related may, at the option of the City, be employed in other work areas performing physician-approved duties within the City. The peace officer's normal "worksite" will have preference over other assigned areas. The peace officer shall be paid eighty-five percent (85%) of the peace officer's current wages, providing no current employee is laid off as a result of such placement. The peace officer shall have the option of supplementing the remaining fifteen percent (15%) with accrued sick, holiday or annual leave.

Section 4. Sick Leave Sell Back Hours

A peace officer may elect to sell back unused sick hours once annually providing they meet all the following eligibility requirements:

40 Hour Work Week

- 1. For the purpose of calculating payment of sick leave hours, peace officers must earn and maintain four hundred eighty (480) hours (three (3) months' accrued bank) to be eligible for a sell back. Sell back hours may not reduce the sick bank below the four hundred eighty (480) hour minimum.
- 2. On the first pay day of November of each year, peace officers with a minimum four hundred eighty hours (480) sick leave bank, may sell back to the City, one half their sick leave accrued in that year at their premium wages. The year will be calculated from October 1 through September 30.

Example: 480 Hours (Minimum sick leave bank)
 120 Hours (Accrued per year - assumes zero sick leave usage)
 60 Hours (Maximum sell back hours per year)

Annual accrual will be computed as the maximum accrual less hours used. One half of the computation is eligible for sell back.

Example	480 Hours (Minimum sick leave bank)
	120 Hours (Annual accrual)
	40 Hours (Sick leave used)
	80 Hours (Total accrual that year)
	40 Hours (Maximum sell back hours)

3. All sick hours listed above are based on full-time employment.
4. All requests must be submitted each year to the Human Resources Director on a City of North Las Vegas Inter-Office Memorandum during the time frame of October 1st through October 15th.

Section 5. Bereavement Leave

A peace officer will be granted three (3) days as bereavement leave for a death of a peace officer or spouse's immediate family member. An immediate family member of a peace officer or spouse shall be defined as spouse, children (including adopted, step, or foster relationships), father, mother, brother, sister, grandparent or grandchild. One of the three (3) days must be used for attendance of service. Such leave will not be deducted from peace officer's leave bank, however, it is non-accruable and not compensable if unused.

Section 6. Leave of Absence

- A. Paid leave- peace officers may be granted paid leave of absences by utilizing their benefit banks accordingly (i.e., annual leave, holiday and sick leave). Rules are established for each bank as to its use. A peace officer's employment status is designated as a regular peace officer during the paid leave status and all benefits remain in effect during the period.

Requests for paid leave may be denied if inadequate notice is given or staffing levels drop below the standard for normal operation. If a request is denied, an alternate date may be established with proper notice.

- B. Unpaid leave- peace officers who exhaust all leave banks (annual holiday and sick leave) may apply for unpaid leave to remain employed at the city. Requests for unpaid leave must be in writing to the appropriate captain with sufficient notice. The City may grant unpaid leave of absence in thirty (30) day increments. Each incremental period shall be designated as guaranteed, unguaranteed, or denied as follows:

1. Guaranteed allows a peace officer to be absent for up to thirty (30) days on unpaid leave with a guarantee of their job on return.
2. Unguaranteed allows a peace officer to be absent for up to thirty (30) days on unpaid leave with no guarantee that job will be available upon return. If the supervisor has a need to fill the job in the interim, the peace officer will not be allowed to return to his/her current position. In this case, the peace officer may be eligible for any open and competitive position at the city for thirty (30) days, and if unsuccessful, he/she will be terminated from employment.

Periods of leave without pay in excess of thirty (30) calendar days shall not be credited for purpose of:

1. Benefit and compensation accruals, service credit or
2. Completion of probation

Section 7. Military Leave

Officers called up to active duty (Mandatory), required to serve in the United States Military, shall be compensated the difference between their military pay and their premium wages. Personnel are required to provide wage documentation from the United States Military. Voluntary military leave time will be charged to annual leave and subject to the provisions of annual leave.

Section 8. Leave Pay Upon Separation

Upon separation of employment all accrued leave shall be paid at the peace officer's premium wages, if the peace officer is eligible to receive such pay. Upon separation, the peace officer may elect to receive such pay in annual installments not to exceed three (3) years based on approval of the Finance Director. The annual installments will be paid in the first pay period in February.

ARTICLE 20

RULES AND REGULATIONS

Section 1. Rules and Regulations vs. Contract

The City and the Association agree that the applicable departmental Rules and Regulations do not change or delete the Articles of this contract. The Department Chief shall be responsible for providing peace officers with current copies of Rules and Regulations,

Policies and Procedures, Civil Service Ordinances, and other Department manuals which affect the peace officer.

Section 2. Rules and Mandatory Bargaining

City and the Association further recognize that the matters covered by departmental Rules and Regulations include matters which are and are not subject to mandatory bargaining under the provisions of Nevada Revised Statutes 288. The City and the Association also recognize that these Rules and Regulations are subject to change by the Department Chief, provided however, that any changes shall not affect subjects of mandatory bargaining without prior negotiations.

ARTICLE 21

OCCUPATIONAL HEALTH AND SAFETY

Section 1. Member on Committee

The Association shall appoint one (1) member from the bargaining unit to the City's Safety Committee. This committee shall meet at least once each month and discuss safety and health conditions.

Section 2. Safety Coordinator

The Department Chiefs shall appoint respective Safety Coordinators who shall represent the Department Chief. The appointed Safety Coordinator shall be responsible for duties as defined in the City Safety Manual.

Section 3. Attendance of Meetings

Safety Committee members shall be allowed to attend committee meetings while on duty jointly with management, and attend any inspection or investigation of safety or health problems in the City.

Section 4. Responsibilities

The City's Safety Committee shall be responsible for:

- A. Detailed investigations into any death or injury to determine the fundamental cause by reviewing and analyzing all injury reports.
- B. Recommending rules and procedures for the promotion of health and safety of departmental employees.

- C. Making periodic inspections of the department no less than once each ninety (90) days.
- D. Making recommendations for the correction of unsafe or harmful work conditions, unsafe equipment and procedures. All recommendations shall include a target date for abatement of hazardous conditions or procedures.
- E. Keeping a summary of all committee meetings and preparation of a written report for review by any employee.
- F. Maintaining a record log of injuries which shall be made available on request of the Safety Committee members.

ARTICLE 22

POLICE OFFICERS' BILL OF RIGHTS

Section 1. Name of Document

This is known and may be cited as the Peace Officers' Procedural Bill of Rights. Except as expressly modified or restricted by a specific provision of this agreement, all statutory provisions in NRS 289 (Peace Officers Bill of Rights) are retained and exclusively vested.

Section 2. Persons Covered

For purposes of this Bill of Rights, all Peace Officers are covered.

Section 3. Political Activity

Except as otherwise provided by law, or whenever on duty or in uniform, no peace officer shall be coerced or required to engage in political activity. However, if any peace officer desires he may engage in political activity when off duty and out of uniform.

Section 4. Investigation and Interrogation

Any computations of time requirements set forth in this Article which refer to "working days" shall be computed on the basis of a four (4) day work week Monday through Thursday for the Police Department and Tuesday through Friday for Municipal court.

This section shall not apply to contact with a supervisor such as counseling, instruction or informal verbal or written admonishment, which is to be placed in the officer's administrative file. When, for any reason, any peace officer has been given written or verbal notice of an investigation or that he is subject to interrogation which could lead to disciplinary action,

demotion, dismissal, transfer, or administrative charges, such investigations or interrogation shall be subject to the following conditions:

If the Peace Officer under interrogation is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

- A. No formal proceeding which has authority to penalize a peace officer may be brought except upon a signed complaint.
- B. The peace officer under investigation shall be informed of the nature of the Investigation as soon as practical, but no longer than eight (8) working days after the complaint is signed. We agree that extenuating circumstances may prevail and the notification may be delayed. However, the Department and the City shall provide notice to the officer in accordance with NRS 289.060.
- C. Prior to an interrogation, the peace officer under investigation shall be informed of at a minimum; the identity and authority of the person conducting the investigation; the interrogating officers and all other persons to be present during the interrogation, as well as the name of the person making the accusation to the extent such disclosure is permitted by law. All rights guaranteed by NRS 289.060 and/or 289.080 shall apply.
- D. The notification memo that asks the person to schedule an appointment with the investigator will inform that person to have the Association representative make the appointment, if they want a representative. The appointment shall be made within four (4) working days of receipt of said notice. The interrogation shall be conducted at a time when the peace officer is on duty, unless the seriousness of the investigation dictates otherwise. However, no administrative interview or interrogations, in which the officer could receive punitive action, shall be conducted without, at least forty-eight (48) hours notice. If the peace officer is on a non-paid status, he shall receive call back pay; if under administrative leave with pay, no additional compensation shall be paid unless the officers is required to be interviewed or interrogated outside of his administratively modified shift hours; is interrogated for a period of time which would extend beyond his assigned shift (10 hours); or would require travel which would extend beyond his assigned shift (10 hours).
- E. The interrogation session shall be for a reasonable period of time, taking into consideration the gravity and complexity of the issue being investigated. During the interview/interrogation, the officer and his representative shall be allowed breaks to confer with his representative or counsel, if reasonable and requested by the officer. All rights guaranteed by NRS 289.060 and/or 289.080 shall apply.

- F. The peace officer under interrogation shall not be subjected to offensive language or threatened with transfer or disciplinary action, or loss of his job. No promise of award shall be made as an inducement to answering any question. The City shall not willfully subject the peace officer under investigation to visits by the press or news media nor release the peace officer's home address or photograph to the press or news media without his express consent.
- G. The complete interrogation of a peace officer shall be recorded and there shall be no unrecorded questions or statements. The tape recording of the interrogation and all other taped interviews relevant to the case shall be made available to the peace officer to review in the presence of one of the interrogating officers. The peace officer shall be entitled to a copy of such tape. If transcription of a recording is made of any interrogation or interview relevant to the case, the peace officer shall be provided a copy. If no transcription is made, the cost to transcribe shall be borne by the peace officer. The peace officer shall also have right to bring his own recorder and record any and all aspects of the interrogation.
- H. When an investigation is deemed completed the Department Chief, or his designee will set a date for a mitigation hearing, which will afford the affected peace officer an opportunity to present a statement and any exculpatory and/or mitigating evidence. Following the mitigation hearing, the Department Chief or his designee has eight (8) working days to impose discipline against the officer. Upon mutual agreement between the officer, his POA representative and the Department Chief, the date of imposition of discipline may be extended.
- I. Any investigation conducted upon a peace officer will be done in accordance with the provisions of NRS 289 and the collective bargaining agreement
- J. If the Peace Officer under interrogation is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

Section 5. Exercise of Constitutional Rights

No peace officer shall be discharged, disciplined, demoted, transferred, denied promotion, reassigned, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment, by reason of his lawful exercise of his constitutional rights, the rights granted under this bill of rights or the exercise of any rights under any existing administrative procedure.

Section 6. Recorded Information

No adverse comments shall be placed in a peace officer's personnel file or other place of record unless the peace officer has been afforded an opportunity to read and sign the comments. Should the peace officer refuse to sign the comments after reading them, a witness shall document that the officer was provided the opportunity to read and sign the comments but refused to do so, and the comments shall be entered into the personnel file. (See NRS 289.040)

Section 7. Written Response

A peace officer shall have thirty (30) calendar days to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to and shall accompany the adverse comment.

Section 8. Notification

Whenever there is a personnel action against a peace officer, such peace officer shall be notified in writing of the action and the reasons for it. The notification shall be given within eight (8) working days after the disciplinary hearing.

Every thirty (30) calendar days after any formal complaint is received against an officer, he shall be notified in writing by the Department Chief or his designee of the status of the complaint.

Section 9. Polygraph Examination

The provisions of N.R.S. Chapter 289.070, 289.050 will be followed in reference to polygraph examinations and any other truth verification devices.

Section 10. Disclosure

For the purposes of job assignment or other personnel actions, a peace officer shall not be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal, or domestic expenditures (including those of any member of his family or household). Such information may be obtained under proper legal procedure, when there is a reasonable belief that the information would tend to indicate a conflict of interest with respect to performance of his official duties. Such information may also be requested or required by the City to ascertain the desirability of assigning the peace officer to a special unit in which there is a strong possibility that bribes or other improper inducements may be offered.

Section 11. Exclusionary Rule

NRS 289.085 applies

Section 12. Judicial Relief

NRS 289.120 applies

Section 13. Investigation Concerning Alleged Criminal Activities

NRS 289.090 applies

ARTICLE 23

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. General

- A. A grievance is defined as a complaint regarding working conditions, wages, benefits, departmental rules and regulations or interpretation and application of this Agreement.
- B. The procedures set forth in this Article shall be the exclusive remedy for any dispute or complaint that is defined as a grievance hereunder.
- C. Any computations of time requirements set forth in this Article, which refer to "working days" shall be computed on the basis of a four (4) day work week Monday through Thursday for the Police Department and Tuesday through Friday for Municipal court.
- D. Grievances not filed or submitted within the time limits set forth below shall be rendered invalid and not subject to this grievance and arbitration process.
- E. A grievance may be advanced to any step in the grievance and arbitration procedure if the parties jointly so agree.
- F. The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all peace officers in the bargaining unit. The City recognizes the right of the Association to charge non-Association members of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings.
- G. If an employee wants to file a grievance, he/she must start the process as outlined in Section 3, Step 1. It is expressly understood and agreed that the grievance resolution system specified in this Article is the only grievance resolution system available to this bargaining unit.

Section 2. Informal Procedure

Prior to submitting a written grievance, the employee may discuss the subject matter with his immediate supervisor or the Department Chief and an Association representative. To file a grievance, the employee has ten (10) working days from the date of the incident, or ten (10) working days from the time the employee had reason to know the circumstances giving rise to the grievance. If the subject matter is not resolved as set forth in this section, the peace officer may proceed to Section 3.

Section 3. Grievance Procedure

Step 1. An employee having a complaint or grievance shall present the signed written grievance to the Association Grievance Committee. If it is determined by the Association Grievance Committee that a grievance does exist, the Association shall, within ten (10) working days present the signed grievance to the Department Chief.

Step 2. The Department Chief shall have ten (10) working days to make a written response to the grievance. Failure on the part of the Department Chief to answer the grievance shall constitute a denial of the relief requested by the employee.

Step 3. Within ten (10) working days after receipt of the Department Chief's response, or lack of response, the Association shall submit the grievance to the City Manager stating the reasons why the Department Chief's reply was not acceptable.

Step 4. Within ten (10) working days after receipt of the grievance, the City Manager or designee shall respond in writing. In the absence of any response, the grievance shall be deemed denied.

Step 5. If a mutually satisfactory settlement cannot be reached between the City Manager or designee and the Association, the Association shall have the right to submit the matter to arbitration. The Association must notify the City Manager of its decision in writing within ten (10) working days from the date of the decision by the City Manager or designee, or within ten (10) working days from the expiration of the period for the City Manager's or designee's response, if none was made.

Section 4. Arbitration Procedure

Step 1. Should the Association submit the grievance for arbitration, the City and the Association shall attempt to select an arbitrator mutually agreed upon from seven names supplied by the Federal Mediation and Conciliation Services. Each party will alternately strike names from the list, with the Association striking the first name. The City and the

Association must agree upon an arbitrator or strike names from the list within ten (10) working days. The arbitration shall be conducted under the rules of Federal Mediation and Conciliation Service.

Step 2. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or department Rules and Regulations, except when Rules conflict with this Agreement. When such a conflict exists, the provisions of this Agreement prevail. The arbitrator shall confine his decision to a determination of the facts (including departmental Rules and Regulations), and an interpretation and application of this Agreement. The arbitrator shall render his decision within thirty (30) calendar days from conclusion of the hearing.

Section 5. Award

The arbitrator's award will be final and binding on the Association and its members, the employee or employees involved, and the City. If the arbitrator shall award back wages covering the period of the employee's separation from the payroll of the City, the amount so awarded shall be less any unemployment compensation received or compensation which the employee would not have earned had the employee not been suspended or terminated.

Section 6. Costs and Fees of Arbitration

- A. The expenses, wages and other compensation of any witnesses called before the arbitrator shall be borne by the party calling such witnesses. Other expenses incurred such as professional services, consultants, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.
- B. The arbitrator's fees and expenses, the cost of any hearing room, and the cost of a court reporter and of the original transcript shall be borne by the losing side of the arbitration. The arbitrator will be requested to specify who is the loser.
- C.

ARTICLE 24

DURATION OF AGREEMENT

Section 1. Validity of Agreement

This writing constitutes the complete agreement of the parties. Any amendments to this Agreement shall be of no validity unless reduced to writing and signed by both parties.

Section 2. Term of Agreement

This Agreement shall become effective July 1, 2007, and continue in full force and effect through June 30, 2012; however, if the parties hereto do not arrive at a new Agreement before July 1, 2012, the provisions of this Agreement shall remain in effect until the parties execute a new agreement.

Upon ratification of this contract by the City Council, all agreements shall be retroactive to the beginning of the pay period that includes July 1, 2007. All monetary compensation paid to each peace officer for retroactive pay will be by a separate check.

ARTICLE 25

SAVINGS CLAUSE

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 26


ENTIRE AGREEMENT

The provisions of this Agreement shall not be subject to renegotiation between the parties or otherwise modified prior to the termination of this Agreement without mutual agreement between the parties, except as specifically set forth in other Articles.

CITY OF NORTH LAS VEGAS

By 
Michael Montandon, Mayor

ATTEST:


Karen L. Storms
City Clerk

NORTH LAS VEGAS POLICE
OFFICERS ASSOCIATION
LOCAL 41, I.U.P.A./A.F.L.-C.I.O.

By 
Terrence G. McAllister, President

CITY OF NORTH LAS VEGAS

GRADE STEP SALARY SCHEDULE

Effective date: 07/1/2007

Grade: POA-61	Step	Bi Weekly	Annual	Classification
Sergeant	POA-61-1	\$3,714.17	\$96,568.38	03020-POA-Police Sergeant 03021-POA-Correction
				03022-POA-Marshal Sergeant
Grade: POA-65	Step	Bi Weekly	Annual	Classification
	POA-65-1	\$4,382.72	\$113,950.69	03410-POA-Police Lieutenant 03411-POA-Correction Lieutenant 03412-POA-Marshal Lieutenant

CITY OF NORTH LAS VEGAS

GRADE STEP SALARY SCHEDULE
Effective date: 07/1/2008

Grade: POA-61	Step	Bi Weekly	Annual	Classification
Sergeant	POA-61-1	\$3,862.73	\$100,431.11	03020-POA-Police Sergeant 03021-POA-Correction
				03022-POA-Marshal Sergeant
Grade: POA-65	Step	Bi Weekly	Annual	Classification
	POA-65-1	\$4,558.03	\$118,508.71	03410-POA-Police Lieutenant 03411-POA-Correction Lieutenant 03412-POA-Marshal Lieutenant

CITY OF NORTH LAS VEGAS

GRADE STEP SALARY SCHEDULE
Effective date: 07/1/2009

Grade: POA-61	Step	Bi Weekly	Annual	Classification
Sergeant	POA-61-1	\$4,017.24	\$104,448.36	03020-POA-Police Sergeant 03021-POA-Correction
				03022-POA-Marshal Sergeant
Grade: POA-65	Step	Bi Weekly	Annual	Classification
	POA-65-1	\$4,740.35	\$123,249.06	03410-POA-Police Lieutenant 03411-POA-Correction Lieutenant 03412-POA-Marshal Lieutenant

CITY OF NORTH LAS VEGAS

GRADE STEP SALARY SCHEDULE
Effective date: 07/1/2010

Grade: POA-61	Step	Bi Weekly	Annual	Classification
Sergeant	POA-61-1	\$4,177.93	\$108,626.29	03020-POA-Police Sergeant 03021-POA-Correction
				03022-POA-Marshal Sergeant
Grade: POA-65	Step	Bi Weekly	Annual	Classification
	POA-65-1	\$4,929.96	\$128,179.02	03410-POA-Police Lieutenant 03411-POA-Correction Lieutenant 03412-POA-Marshal Lieutenant

CITY OF NORTH LAS VEGAS

GRADE STEP SALARY SCHEDULE
Effective date: 07/1/2011

Grade: POA-61	Step	Bi Weekly	Annual	Classification
Sergeant	PS-61-1	\$4,345.05	\$112,971.34	03020-POA-Police Sergeant 03021-POA-Correction
				03022-POA-Marshal Sergeant
Grade: POA-65	Step	Bi Weekly	Annual	Classification
	PS-65-1	\$5,127.16	\$133,306.18	03410-POA-Police Lieutenant 03411-POA-Correction Lieutenant 03412-POA-Marshal Lieutenant

CHAPTER 289 - PEACE OFFICERS

1. GENERAL PROVISIONS

NRS 289.010 Definitions.

RIGHTS OF PEACE OFFICERS

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

NRS 289.025 Confidentiality of home address and photograph of peace officer in possession of law enforcement agency; exceptions.

NRS 289.027 Law enforcement agency required to adopt policies and procedures concerning service of certain subpoenas on peace officers.

NRS 289.030 Law enforcement agency prohibited from requiring peace officer to disclose financial information; exception.

NRS 289.040 Law enforcement agency prohibited from placing unfavorable comment or document in administrative file of peace officer; exception; right to respond; provision of copy of comment or document; right to review administrative file under certain circumstances.

NRS 289.050 Consequences of refusal to submit to polygraphic examination.

NRS 289.055 Establishment and availability of written procedures for investigating complaints and allegations of misconduct.

NRS 289.057 Investigation of allegation of misconduct; suspension without pay; review of file by peace officer in certain circumstances; law enforcement agency prohibited from keeping or making record of investigation or punitive action in certain circumstances.

NRS 289.060 Notification and requirements for interrogation or hearing relating to investigation.

NRS 289.070 Use of polygraphic examination in investigation.

NRS 289.080 Right to presence and assistance of representatives at interrogation or hearing relating to investigation; confidential information; disclosure; record of interrogation or hearing; right to review and copy investigation file upon appeal.

NRS 289.085 Inadmissibility of evidence obtained unlawfully during investigation.

NRS 289.090 Investigation concerning alleged criminal activities.

NRS 289.100 Limitations on application of chapter.

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

NRS 289.120 Judicial relief available for aggrieved peace officer.

PERSONS POSSESSING POWERS OF PEACE OFFICERS

NRS 289.150 Sheriffs, their deputies and correctional officers; city and town marshals, policemen and correctional officers; court bailiffs and deputy marshals of certain district courts; constables and their deputies.

NRS 289.160 Security officers and other persons employed or appointed by local governments under certain circumstances.

NRS 289.170 Special investigators employed by Attorney General; investigators employed by district attorney.

NRS 289.175 Criminal investigators employed by Secretary of State.

NRS 289.180 Parole and probation officers; juvenile probation officers; alternative sentencing officers of department of alternative sentencing; director of juvenile services; Chief and parole officers of Youth Parole Bureau; director of department of juvenile justice services.

NRS 289.190 School police officers; other officers and employees of school district.

[**NRS 289.200**](#) Officers and employees of state facilities for detention of children.

[**NRS 289.210**](#) Legislative police.

[**NRS 289.220**](#) Director, officers and designated employees of Department of Corrections; certain employees of detention facilities of metropolitan police department.

[**NRS 289.230**](#) California correctional officer.

[**NRS 289.240**](#) Certain employees of Division of Mental Health and Developmental Services of Department of Health and Human Services.

[**NRS 289.250**](#) State Fire Marshal and his employees; foresters and firewardens; arson investigators.

[**NRS 289.260**](#) Rangers and employees of Division of State Parks of State Department of Conservation and Natural Resources.

[**NRS 289.270**](#) Director and certain employees of Department of Public Safety; Nevada Highway Patrol; certain officers and employees of Department of Motor Vehicles; State Disaster Identification Team.

[**NRS 289.280**](#) Game wardens.

[**NRS 289.290**](#) Field agents and inspectors for State Department of Agriculture; officer appointed by Nevada Junior Livestock Show Board.

[**NRS 289.300**](#) Investigator of Private Investigator's Licensing Board; criminal investigator of State Contractors' Board.

[**NRS 289.310**](#) Commissioner of Insurance and his chief deputy.

[**NRS 289.320**](#) Certain designated employees of Nevada Transportation Authority.

[**NRS 289.330**](#) Railroad police.

[**NRS 289.340**](#) Taxicab field investigator or airport control officer designated by Taxicab Administrator.

[**NRS 289.350**](#) Members of police department of Nevada System of Higher Education.

[**NRS 289.360**](#) Members and agents of State Gaming Control Board; members of Nevada Gaming Commission.

ADVISORY REVIEW BOARDS

[**NRS 289.380**](#) Creation by governing body of city or county; number, appointment and qualifications of members.

[**NRS 289.383**](#) Creation by political subdivisions upon request from metropolitan police department; number, appointment and qualifications of members.

[**NRS 289.385**](#) Limitation on jurisdiction; abridgement of contractual or statutory rights of peace officer prohibited.

[**NRS 289.387**](#) Panel of board: Selection of members; powers and duties; proceedings; rights of officer investigated.

[**NRS 289.390**](#) Panel of board: Oaths; subpoenas.

CERTIFICATION

[**NRS 289.450**](#) Definitions.

[**NRS 289.460**](#) "Category I peace officer" defined.

[**NRS 289.470**](#) "Category II peace officer" defined.

[**NRS 289.480**](#) "Category III peace officer" defined.

[**NRS 289.490**](#) "Commission" defined.

[**NRS 289.500**](#) Peace Officers' Standards and Training Commission: Creation; membership; terms and compensation of members.

NRS 289.510 Peace Officers' Standards and Training Commission: Powers and duties; regulations.

NRS 289.520 Executive Director: Appointment; qualifications; classification; restrictions on other employment; removal.

NRS 289.530 Powers of Executive Director.

NRS 289.540 Account for the Training of Peace Officers: Creation; administration; acceptance of gifts, donations, bequests, grants, money or other financial assistance; expenditures.

NRS 289.550 Persons required to be certified by Peace Officers' Standards and Training Commission; period by which certification is required.

NRS 289.555 Person convicted of felony not qualified to serve as peace officer.

NRS 289.560 Application for certification as peace officer to include social security number. [Effective until the date of the repeal of the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.]

NRS 289.570 Submission of statement by applicant for certification as peace officer regarding payment of child support; grounds for denial of certification; duty of Commission. [Effective until the date of the repeal of the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.]

NRS 289.580 Suspension of certification as peace officer for failure to pay child support or comply with certain subpoenas or warrants; reinstatement of certification. [Effective until the date of the repeal of the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.]

NRS 289.590 Training in proper use of choke hold as condition of certification; annual training and recertification; regulations.

NRS 289.600 Training in dealing with crimes of stalking and aggravated stalking as condition of certification.

MISCELLANEOUS PROVISIONS

NRS 289.800 Reimbursement for cost to repair or replace uniform, accessories or safety equipment damaged or destroyed in performance of duties.

NRS 289.810 Peace officer prohibited from using choke hold; exceptions; agencies required to adopt regulations.

NRS 289.820 Peace officer prohibited from engaging in racial profiling; retaliatory or punitive action prohibited against peace officer for disclosure of information concerning racial profiling.

GENERAL PROVISIONS

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

1. "Administrative file" means any file of a peace officer containing information, comments or documents about the peace officer. The term does not include any file relating to an investigation conducted pursuant to **NRS 289.057** or a criminal investigation of a peace officer.
2. "Choke hold" means the holding of a person's neck in a manner specifically intended to restrict the flow of oxygen or blood to the person's lungs or brain. The term includes the arm-bar restraint, carotid restraint and lateral vascular neck restraint.
3. "Peace officer" means any person upon whom some or all of the powers of a peace officer are conferred pursuant to **NRS 289.150** to **289.360**, inclusive.
4. "Punitive action" means any action which may lead to dismissal, demotion, suspension, reduction in salary,

written reprimand or transfer of a peace officer for purposes of punishment.

(Added to NRS by 1983, 2096; A 1989, 1582; 1993, 2525; [1999, 182, 2424; 2005, 621](#))

RIGHTS OF PEACE OFFICERS

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

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

(Added to NRS by 1983, 2098)

NRS 289.025 Confidentiality of home address and photograph of peace officer in possession of law enforcement agency; exceptions.

1. Except as otherwise provided in subsections 2 and 3 and [NRS 239.0115](#), the home address and any photograph of a peace officer in the possession of a law enforcement agency are not public information and are confidential.
2. The photograph of a peace officer may be released:
 - (a) If the peace officer authorizes the release; or
 - (b) If the peace officer has been arrested.
3. The home address of a peace officer may be released if a peace officer has been arrested and the home address is included in any of the following:
 - (a) A report of a 911 telephone call.
 - (b) A police report, investigative report or complaint which a person filed with a law enforcement agency.
 - (c) A statement made by a witness.
 - (d) A report prepared pursuant to [NRS 432B.540](#) by an agency which provides child welfare services, which report details a plan for the placement of a child.

(Added to NRS by [2005, 621](#); A [2007, 2087, 2815](#))

NRS 289.027 Law enforcement agency required to adopt policies and procedures concerning service of certain subpoenas on peace officers.

1. Each law enforcement agency shall adopt policies and procedures that provide for the orderly and safe acceptance of service of certain subpoenas served on a peace officer employed by the law enforcement agency.
2. A subpoena to be served upon a peace officer that is authorized to be served upon a law enforcement agency in accordance with the policies and procedures adopted pursuant to subsection 1 may be served in the manner provided by those policies and procedures.

(Added to NRS by [2007, 2815](#))

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

1. Determine his credentials for transfer to a specialized unit;
2. Prevent any conflict of interest which may result in any new assignment; or

3. Determine whether he is engaged in unlawful activity.

(Added to NRS by 1983, 2096)

NRS 289.040 Law enforcement agency prohibited from placing unfavorable comment or document in administrative file of peace officer; exception; right to respond; provision of copy of comment or document; right to review administrative file under certain circumstances.

1. Except as otherwise provided in subsection 3, a law enforcement agency shall not place any unfavorable comment or document in any administrative file of a peace officer maintained by the law enforcement agency unless:

(a) The peace officer has read and initialed the comment or document; or

(b) If the peace officer refuses to initial the comment or document, a notation to that effect is noted on or attached to the comment or document.

2. If the peace officer submits to the law enforcement agency a written response within 30 days after he is asked to initial the comment or document, his response must be attached to and accompany the comment or document.

3. If a peace officer is the subject of an investigation of a complaint or allegation conducted pursuant to [NRS 289.057](#), the law enforcement agency may place into any administrative file relating to the peace officer only:

(a) A copy of the disposition of the allegation of misconduct if the allegation is sustained; and

(b) A copy of the notice of or statement of adjudication of any punitive or remedial action taken against the peace officer.

4. A peace officer must be given a copy of any comment or document that is placed in an administrative file of the peace officer maintained by the law enforcement agency.

5. Upon request, a peace officer may review any administrative file of that peace officer maintained by the law enforcement agency that does not relate to a current investigation.

(Added to NRS by 1983, 2097; A 1991, 2213; [2005, 621](#))

NRS 289.050 Consequences of refusal to submit to polygraphic examination.

1. If a peace officer refuses to submit to a polygraphic examination:

(a) No law enforcement agency may take any disciplinary or retaliatory action against the peace officer; and

(b) No investigator may make a notation of such a refusal in his report or in any other manner maintain evidence of such a refusal.

2. Evidence of any refusal by a peace officer to submit to a polygraphic examination is not admissible at any subsequent hearing, trial or other judicial or administrative proceeding.

(Added to NRS by 1983, 2097; A [2001, 1663](#))

NRS 289.055 Establishment and availability of written procedures for investigating complaints and allegations of misconduct. Each agency in this State that employs peace officers shall:

1. Establish written procedures for investigating any complaint or allegation of misconduct made or filed against a peace officer employed by the agency; and

2. Make copies of the written procedures established pursuant to subsection 1 available to the public.

(Added to NRS by [1999, 948](#))

NRS 289.057 Investigation of allegation of misconduct; suspension without pay; review of file by peace officer in certain circumstances; law enforcement agency prohibited from keeping or making record of investigation or punitive action in certain circumstances.

1. An investigation of a peace officer may be conducted in response to a complaint or allegation that the peace officer has engaged in activities which could result in punitive action.

2. A law enforcement agency shall not suspend a peace officer without pay during or pursuant to an

investigation conducted pursuant to this section until all investigations relating to the matter have concluded.

3. After the conclusion of the investigation:

(a) If the investigation causes a law enforcement agency to impose punitive action against the peace officer who was the subject of the investigation and the peace officer has received notice of the imposition of the punitive action, the peace officer or a representative authorized by the peace officer may, except as otherwise prohibited by federal or state law, review any administrative or investigative file maintained by the law enforcement agency relating to the investigation, including any recordings, notes, transcripts of interviews and documents.

(b) If, pursuant to a policy of a law enforcement agency or a labor agreement, the record of the investigation or the imposition of punitive action is subject to being removed from any administrative file relating to the peace officer maintained by the law enforcement agency, the law enforcement agency shall not, except as otherwise required by federal or state law, keep or make a record of the investigation or the imposition of punitive action after the record is required to be removed from the administrative file.

(Added to NRS by [2005, 620](#); A [2007, 422](#))

NRS 289.060 Notification and requirements for interrogation or hearing relating to investigation.

1. Except as otherwise provided in this subsection, a law enforcement agency shall, not later than 48 hours before any interrogation or hearing is held relating to an investigation conducted pursuant to [NRS 289.057](#), provide written notice to the peace officer. A peace officer may waive the notice required pursuant to this section.

2. The notice must include:

(a) A description of the nature of the investigation;

(b) A summary of alleged misconduct of the peace officer;

(c) The date, time and place of the interrogation or hearing;

(d) The name and rank of the officer in charge of the investigation and the officers who will conduct any interrogation;

(e) The name of any other person who will be present at any interrogation or hearing; and

(f) A statement setting forth the provisions of subsection 1 of [NRS 289.080](#).

3. The law enforcement agency shall:

(a) Interrogate the peace officer during his regular working hours, if reasonably practicable, or compensate him for that time based on his regular wages if no charges arise from the interrogation.

(b) Immediately before the interrogation or hearing begins, inform the peace officer orally on the record that:

(1) He is required to provide a statement and answer questions related to his alleged misconduct; and

(2) If he fails to provide such a statement or to answer any such questions, the agency may charge him with insubordination.

(c) Limit the scope of the questions during the interrogation or hearing to the alleged misconduct of the peace officer.

(d) Allow the peace officer to explain an answer or refute a negative implication which results from questioning during an interrogation or hearing.

(Added to NRS by 1983, 2097; A 1993, 2379; [2005, 622](#))

NRS 289.070 Use of polygraphic examination in investigation.

1. During an investigation conducted pursuant to [NRS 289.057](#), the peace officer against whom the allegation is made may, but is not required to, submit to a polygraphic examination concerning such activities.

2. A person who makes an allegation against a peace officer pursuant to [NRS 289.057](#) may not be required to submit to a polygraphic examination as a condition to the investigation of his allegation, but may request or agree to be given a polygraphic examination. If such a person requests or agrees to be given a polygraphic

examination, such an examination must be given.

3. If a polygraphic examination is given to a peace officer pursuant to this section, a sound or video recording must be made of the polygraphic examination, the preliminary interview and the postexamination interview. Before the opinion of the polygraphic examiner regarding the peace officer's veracity may be considered in a disciplinary action, all records, documents and recordings resulting from the polygraphic examination must be made available for review by one or more polygraphic examiners licensed or qualified to be licensed in this State who are acceptable to the law enforcement agency and to the officer. If the opinion of a reviewing polygraphic examiner does not agree with the initial polygraphic examiner's opinion, the peace officer must be allowed to be reexamined by a polygraphic examiner of his choice who is licensed or qualified to be licensed in this State.

4. The opinion of a polygraphic examiner regarding the peace officer's veracity may not be considered in a disciplinary action unless the polygraphic examination was conducted in a manner which complies with the provisions of [chapter 648](#) of NRS. In any event, the law enforcement agency shall not use a polygraphic examiner's opinion regarding the veracity of the peace officer as the sole basis for disciplinary action against the peace officer.

(Added to NRS by 1983, 2097; A 1989, 1582; [2001, 1663](#); [2005, 622](#))

NRS 289.080 Right to presence and assistance of representatives at interrogation or hearing relating to investigation; confidential information; disclosure; record of interrogation or hearing; right to review and copy investigation file upon appeal.

1. Except as otherwise provided in subsection 3, a peace officer may upon request have two representatives of his choosing present with the peace officer during any phase of an interrogation or hearing relating to an investigation conducted pursuant to [NRS 289.057](#), including, without limitation, a lawyer, a representative of a labor union or another peace officer.

2. A representative of a peace officer must assist the peace officer during the interrogation or hearing. The law enforcement agency conducting the interrogation or hearing shall allow a representative of the peace officer to explain an answer provided by the peace officer or refute a negative implication which results from questioning of the peace officer but may require such explanation to be provided after the agency has concluded its initial questioning of the peace officer.

3. A representative must not otherwise be connected to, or the subject of, the same investigation.

4. Any information that a representative obtains from the peace officer concerning the investigation is confidential and must not be disclosed except upon the:

(a) Request of the peace officer; or

(b) Lawful order of a court of competent jurisdiction.

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

5. The peace officer, any representative of the peace officer or the law enforcement agency may make a stenographic, digital or magnetic record of the interrogation or hearing. If the agency records the proceedings, the agency shall at the peace officer's request and expense provide a copy of the:

(a) Stenographic transcript of the proceedings; or

(b) Recording on the digital or magnetic tape.

6. After the conclusion of the investigation, the peace officer who was the subject of the investigation or any representative of the peace officer may, if the peace officer appeals a recommendation to impose punitive action, review and copy the entire file concerning the internal investigation, including, without limitation, any recordings, notes, transcripts of interviews and documents contained in the file.

(Added to NRS by 1983, 2098; A 1991, 647; 1993, 2380; [2005, 623](#))

NRS 289.085 Inadmissibility of evidence obtained unlawfully during investigation. If an arbitrator or court determines that evidence was obtained during an investigation of a peace officer concerning conduct that could

result in punitive action in a manner which violates any provision of [NRS 289.010](#) to [289.120](#), inclusive, and that such evidence may be prejudicial to the peace officer, such evidence is inadmissible and the arbitrator or court shall exclude such evidence during any administrative proceeding commenced or civil action filed against the peace officer.

(Added to NRS by [2005, 621](#))

NRS 289.090 Investigation concerning alleged criminal activities. The provisions of [NRS 289.057](#), [289.060](#), [289.070](#) and [289.080](#) do not apply to any investigation which concerns alleged criminal activities.

(Added to NRS by 1983, 2098; A [2005, 624](#))

NRS 289.100 Limitations on application of chapter.

1. This chapter does not prohibit any agreements for cooperation between the law enforcement agency and agencies in other jurisdictions.
2. This chapter does not affect any procedures which have been adopted by the law enforcement agency if those procedures provide the same or greater rights than provided for in this chapter.

(Added to NRS by 1983, 2098)

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

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

(Added to NRS by 1991, 2212)

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

(Added to NRS by 1991, 2213)

PERSONS POSSESSING POWERS OF PEACE OFFICERS

NRS 289.150 Sheriffs, their deputies and correctional officers; city and town marshals, policemen and

correctional officers; court bailiffs and deputy marshals of certain district courts; constables and their deputies. The following persons have the powers of a peace officer:

1. Sheriffs of counties and of metropolitan police departments, their deputies and correctional officers.
2. Marshals, policemen and correctional officers of cities and towns.
3. The bailiff of the Supreme Court.
4. The bailiffs and deputy marshals of the district courts, justice courts and municipal courts whose duties require them to carry weapons and make arrests.
5. Constables and their deputies whose official duties require them to carry weapons and make arrests.

(Added to NRS by 1993, 2520; A [2007, 2191](#))

NRS 289.160 Security officers and other persons employed or appointed by local governments under certain circumstances.

1. A security officer employed:

(a) Pursuant to [NRS 244.167](#) by a board of county commissioners; or

(b) Pursuant to [NRS 266.323](#) by the governing body of a city,

Ê has the powers of a peace officer when he is carrying out duties prescribed by ordinance.

2. A person appointed pursuant to subsection 1 of [NRS 269.235](#) by a town board or board of county commissioners has the powers of a peace officer.

3. Policemen and special policemen appointed pursuant to subsection 5 of [NRS 269.240](#) have, within the limits of the unincorporated town, the powers of making arrests which are exercised by a peace officer according to the laws of this State.

(Added to NRS by 1993, 2520)—(Substituted in revision for NRS 281.0313)

NRS 289.170 Special investigators employed by Attorney General; investigators employed by district attorney. Special investigators employed by the Attorney General and investigators employed by a district attorney have the powers of a peace officer.

(Added to NRS by 1993, 2520)—(Substituted in revision for NRS 281.0315)

NRS 289.175 Criminal investigators employed by Secretary of State. Criminal investigators employed by the Secretary of State have the powers of a peace officer.

(Added to NRS by [1999, 182](#))

NRS 289.180 Parole and probation officers; juvenile probation officers; alternative sentencing officers of department of alternative sentencing; director of juvenile services; Chief and parole officers of Youth Parole Bureau; director of department of juvenile justice services.

1. The following persons have the powers of a peace officer:

(a) The Chief Parole and Probation Officer appointed pursuant to [NRS 213.1092](#);

(b) Assistant parole and probation officers appointed pursuant to [NRS 213.1095](#);

(c) The chief of a department of alternative sentencing established pursuant to [NRS 211A.080](#); and

(d) Assistant alternative sentencing officers of a department of alternative sentencing.

2. A juvenile probation officer or assistant juvenile probation officer whose official duties require him to enforce court orders on juvenile offenders and make arrests has the same powers as a peace officer when performing duties pursuant to title 5 of NRS or [chapter 432B](#) of NRS, including the power to arrest an adult criminal offender encountered while in the performance of those duties.

3. A director of juvenile services has the powers of a peace officer in his judicial district when performing duties pursuant to title 5 of NRS or [chapter 432B](#) of NRS, including the power to arrest an adult criminal offender encountered while in the performance of those duties.

4. The Chief of the Youth Parole Bureau of the Division of Child and Family Services in the Department of Health and Human Services and the parole officers of the Bureau have the powers of a peace officer in carrying out the functions of the Bureau.

5. A director of a department of juvenile justice services established by ordinance pursuant to [NRS 62G.210](#) has the powers of a peace officer in the county when carrying out duties pursuant to title 5 of NRS or [chapter 432B](#) of NRS, including the power to arrest an adult criminal offender encountered while carrying out those duties.

(Added to NRS by 1993, 2520; A 1995, 703, 873; 1997, 1480; [2003, 1133](#))

NRS 289.190 School police officers; other officers and employees of school district.

1. A person employed or appointed to serve as a school police officer pursuant to subsection 8 of [NRS 391.100](#) has the powers of a peace officer. A school police officer shall perform his duties in compliance with the provisions of [NRS 171.1223](#).

2. A person appointed pursuant to [NRS 393.0718](#) by the board of trustees of any school district has the powers of a peace officer to carry out the intents and purposes of [NRS 393.071](#) to [393.0719](#), inclusive.

3. Members of every board of trustees of a school district, superintendents of schools, principals and teachers have concurrent power with peace officers for the protection of children in school and on the way to and from school, and for the enforcement of order and discipline among such children, including children who attend school within one school district but reside in an adjoining school district or adjoining state, pursuant to the provisions of [chapter 392](#) of NRS. This subsection must not be construed so as to make it the duty of superintendents of schools, principals and teachers to supervise the conduct of children while not on the school property.

(Added to NRS by 1993, 2521; A [2001, 1870, 2484; 2003, 102](#))

NRS 289.200 Officers and employees of state facilities for detention of children. Officers and employees of the Nevada Youth Training Center, the Caliente Youth Center and any other state facility for the detention of children that is operated pursuant to title 5 of NRS have the powers of a peace officer so far as necessary to arrest children who have escaped from that facility.

(Added to NRS by 1993, 2521; A [2003, 1133](#))

NRS 289.210 Legislative police. A legislative police officer of the State of Nevada has the powers of a peace officer when carrying out duties prescribed by the Legislative Commission.

(Added to NRS by 1993, 2521; A 1995, 703, 2306)—(Substituted in revision for NRS 281.0323)

NRS 289.220 Director, officers and designated employees of Department of Corrections; certain employees of detention facilities of metropolitan police department.

1. The Director of the Department of Corrections, and any officer or employee of the Department so designated by the Director, have the powers of a peace officer when performing duties prescribed by the Director. For the purposes of this subsection, the duties which may be prescribed by the Director include, but are not limited to, pursuit and return of escaped offenders, transportation and escort of offenders and the general exercise of control over offenders within or outside the confines of the institutions and facilities of the Department.

2. A person appointed pursuant to [NRS 211.115](#) to administer detention facilities or a jail, and his subordinate jailers, corrections officers and other employees whose duties involve law enforcement have the powers of a peace officer.

(Added to NRS by 1993, 2521; A [2001 Special Session, 235](#))

NRS 289.230 California correctional officer. When, pursuant to California law, a California correctional officer has in his custody in Nevada a prisoner of the State of California, the correctional officer may maintain custody of the prisoner in Nevada and retake the prisoner if he should escape in Nevada, to the same extent as if the correctional officer were a peace officer appointed under Nevada law and the prisoner had been committed to his custody in proceedings under Nevada law.

(Added to NRS by 1993, 2522)—(Substituted in revision for NRS 281.0327)

NRS 289.240 Certain employees of Division of Mental Health and Developmental Services of Department of Health and Human Services. Forensic technicians and correctional officers employed by the Division of Mental Health and Developmental Services of the Department of Health and Human Services at facilities for offenders with mental disorders have the powers of peace officers when performing duties prescribed by the Administrator of the Division.

(Added to NRS by 1993, 843; A [1999, 113](#))

NRS 289.250 State Fire Marshal and his employees; foresters and firewardens; arson investigators.

1. The State Fire Marshal, his assistant and his deputies have the powers of a peace officer.
2. The following persons have only those powers of a peace officer necessary to enforce the provisions of the laws of this State respecting forest and watershed management or the protection of forests and other lands from fire:
 - (a) Paid foresters and firewardens appointed pursuant to paragraph (a) of subsection 2 of [NRS 472.040](#).
 - (b) Citizen-wardens appointed pursuant to paragraph (b) of subsection 2 of [NRS 472.040](#).
 - (c) Voluntary firewardens appointed pursuant to paragraph (c) of subsection 2 of [NRS 472.040](#).
3. A paid forester or firewarden appointed as an arson investigator pursuant to paragraph (d) of subsection 2 of [NRS 472.040](#) has the powers of a peace officer.
4. An arson investigator designated as a peace officer pursuant to:
 - (a) Paragraph (c) of subsection 1 of [NRS 244.2961](#); or
 - (b) Subsection 3 of [NRS 266.310](#),Ê has the powers of a peace officer.

(Added to NRS by 1993, 2522)—(Substituted in revision for NRS 281.0331)

NRS 289.260 Rangers and employees of Division of State Parks of State Department of Conservation and Natural Resources.

1. Rangers and employees of the Division of State Parks of the State Department of Conservation and Natural Resources have, at the discretion of the Administrator of the Division, the same power to make arrests as any other peace officer for violations of law committed inside the boundaries of state parks or real property controlled or administered by the Division.
2. An employee of the Division of State Parks of the State Department of Conservation and Natural Resources appointed or designated pursuant to paragraph (b) of subsection 1 of [NRS 407.065](#) has the powers of a peace officer.

(Added to NRS by 1993, 2522; A [1999, 979](#))

NRS 289.270 Director and certain employees of Department of Public Safety; Nevada Highway Patrol; certain officers and employees of Department of Motor Vehicles; State Disaster Identification Team.

1. The following persons have the powers of a peace officer:
 - (a) The Director of the Department of Public Safety.
 - (b) The chiefs of the divisions of the Department of Public Safety.
 - (c) The deputy directors of the Department of Public Safety employed pursuant to [NRS 480.120](#).
 - (d) The investigators and agents of the Investigation Division of the Department of Public Safety and any other officer or employee of that Division whose principal duty is to enforce one or more laws of this State, and any person promoted from such a duty to a supervisory position related to such a duty.
 - (e) The personnel of the Capitol Police Division of the Department of Public Safety appointed pursuant to subsection 2 of [NRS 331.140](#).
 - (f) The personnel of the Nevada Highway Patrol whose principal duty is to enforce one or more laws of this

State, and any person promoted from such a duty to a supervisory position related to such a duty.

2. Administrators and investigators of the Division of Compliance Enforcement of the Department of Motor Vehicles have the powers of a peace officer to enforce any law of the State of Nevada in carrying out their duties pursuant to [NRS 481.048](#).

3. Officers and investigators of the Section for the Control of Emissions From Vehicles and the Enforcement of Matters Related to the Use of Special Fuel of the Department of Motor Vehicles, appointed pursuant to [NRS 481.0481](#), have the powers of peace officers in carrying out their duties under that section.

4. Members of the State Disaster Identification Team of the Division of Emergency Management of the Department of Public Safety who are, pursuant to [NRS 414.270](#), activated by the Chief of the Division to perform the duties of the State Disaster Identification Team have the powers of peace officers in carrying out those duties.

(Added to NRS by 1993, 2522; A 1995, 2306; 1997, 3263; [1999, 1255, 3128, 3591, 3595; 2001, 2593; 2003, 2525; 2005, 673](#))

NRS 289.280 Game wardens. A person designated as a game warden pursuant to [NRS 501.349](#) is a peace officer for the purposes of:

1. The service of such legal process, including warrants and subpoenas, as may be required in the enforcement of title 45 of NRS and [chapter 488](#) of NRS.

2. The enforcement of all laws of the State of Nevada while they are performing their duties pursuant to title 45 of NRS and [chapter 488](#) of NRS.

(Added to NRS by 1993, 2523)—(Substituted in revision for NRS 281.0337)

NRS 289.290 Field agents and inspectors for State Department of Agriculture; officer appointed by Nevada Junior Livestock Show Board.

1. A person designated by the Director of the State Department of Agriculture as a field agent or an inspector pursuant to subsection 2 of [NRS 561.225](#) has the powers of a peace officer to make investigations and arrests and to execute warrants of search and seizure, and may temporarily stop a vehicle in the enforcement of the provisions of titles 49 and 50 of NRS and [chapters 581, 582, 583, 586, 587, 588 and 590](#) of NRS.

2. An officer appointed by the Nevada Junior Livestock Show Board pursuant to [NRS 563.120](#) has the powers of a peace officer for the preservation of order and peace on the grounds and in the buildings and the approaches thereto of the livestock shows and exhibitions that the Board conducts.

3. In carrying out the provisions of [chapter 565](#) of NRS, an inspector of the State Department of Agriculture has the powers of a peace officer to make investigations and arrests and to execute warrants of search and seizure.

(Added to NRS by 1993, 2523; A 1995, 703; [1999, 3621; 2001, 1728; 2003, 2166; 2005, 1104](#))

NRS 289.300 Investigator of Private Investigator's Licensing Board; criminal investigator of State Contractors' Board.

1. A person employed as an investigator by the Private Investigator's Licensing Board pursuant to [NRS 648.025](#) has the powers of a peace officer.

2. A person employed as a criminal investigator by the State Contractors' Board pursuant to [NRS 624.112](#) has the powers of a peace officer to carry out his duties pursuant to subsection 2 of [NRS 624.115](#).

(Added to NRS by 1993, 2523; A 1995, 304; [1999, 2967; 2003, 1905](#))

NRS 289.310 Commissioner of Insurance and his chief deputy. The Commissioner of Insurance and his chief deputy are peace officers for the limited purposes of obtaining and exchanging information on applicants and licensees under title 57 of NRS.

(Added to NRS by 1993, 2523)—(Substituted in revision for NRS 281.0343)

NRS 289.320 Certain designated employees of Nevada Transportation Authority. An employee of the Nevada Transportation Authority whom it designates as an inspector is a peace officer and has police power for the

enforcement of the provisions of:

1. [Chapters 706](#) and [712](#) of NRS and all regulations of the Nevada Transportation Authority or the Department of Motor Vehicles pertaining thereto; and
2. [Chapter 482](#) of NRS and [NRS 483.230](#), [483.350](#) and [483.530](#) to [483.620](#), inclusive, for the purposes of carrying out the provisions of [chapter 706](#) of NRS.

(Added to NRS by 1993, 2523; A 1997, 1987; [2001](#), [2594](#); [2007](#), [2052](#))

NRS 289.330 Railroad police. A person commissioned and appointed to serve as a railroad policeman pursuant to subsection 1 of [NRS 705.220](#) has the powers of a peace officer upon the premises or property owned or operated by the railroad company which employs him.

(Added to NRS by 1993, 2523)—(Substituted in revision for NRS 281.0347)

NRS 289.340 Taxicab field investigator or airport control officer designated by Taxicab Administrator. An employee designated by the Taxicab Administrator as:

1. A taxicab field investigator is a peace officer.
2. An airport control officer is a peace officer only when on duty at the airport.

(Added to NRS by 1993, 2524)—(Substituted in revision for NRS 281.0349)

NRS 289.350 Members of police department of Nevada System of Higher Education.

1. A person employed and compensated as a member of the police department of the Nevada System of Higher Education, when appointed pursuant to subsection 1 of [NRS 396.325](#) and duly sworn, is a peace officer, but may exercise his power or authority only:

(a) Upon the campuses of the Nevada System of Higher Education, including that area to the center line of public streets adjacent to a campus;

(b) When in hot pursuit of a violator leaving such a campus or area;

(c) In or about other grounds or properties of the Nevada System of Higher Education; or

(d) Except as limited by subsection 2, in accordance with interlocal agreements entered into with other law enforcement agencies.

2. An interlocal agreement between the police department for the Nevada System of Higher Education and other law enforcement agencies may allow a peace officer of the police department of the Nevada System of Higher Education to exercise his power or authority:

(a) On any public street that is adjacent to property owned by the Nevada System of Higher Education.

(b) On any property that is consistently used by an organization whose recognition by the Nevada System of Higher Education is a necessary condition for its continued operation.

(c) On any property that is rented or leased by the Nevada System of Higher Education for an event that is approved by the Nevada System of Higher Education.

(d) For mutual assistance specifically agreed upon with the other law enforcement agencies that are parties to the interlocal agreement.

(Added to NRS by 1993, 2524)—(Substituted in revision for NRS 281.0351)

NRS 289.360 Members and agents of State Gaming Control Board; members of Nevada Gaming Commission.

1. For the purpose of the administration and enforcement of the provisions of [chapter 205](#) of NRS involving a crime against the property of a gaming licensee, or [chapter 462](#), [463](#), [463B](#), [464](#) or [465](#) of NRS, the members of the State Gaming Control Board and the Nevada Gaming Commission and those agents of the Board whose duties include the enforcement, or the investigation of suspected violations, of statutes or regulations, have the powers of a peace officer.

2. An agent of the State Gaming Control Board whose duties include the enforcement, or the investigation of suspected violations, of statutes or regulations, and who has been certified by the Peace Officers' Standards and

Training Commission, also has the powers of a peace officer when, during the performance of those duties:

- (a) A felony, gross misdemeanor or misdemeanor is committed or attempted in his presence; or
- (b) He is given reasonable cause to believe that a person has committed a felony or gross misdemeanor outside of his presence.

3. For the purpose of protecting members of the State Gaming Control Board and of the Nevada Gaming Commission and their families and property, and providing security at meetings of the Board and of the Commission, an agent of the Board whose duties include the enforcement of statutes or regulations has the powers of a peace officer.

(Added to NRS by 1993, 2524; A [1999, 2425](#))

ADVISORY REVIEW BOARDS

NRS 289.380 Creation by governing body of city or county; number, appointment and qualifications of members.

1. Except as otherwise provided in [NRS 289.383](#), the governing body of a city or county may create a review board by ordinance to advise the governing body on issues concerning peace officers, school police officers, constables and deputies of constables within the city or county.

2. A review board created pursuant to subsection 1 must consist of:

- (a) In a city whose population is 150,000 or more or a county whose population is 100,000 or more, 25 members; and
- (b) In a city whose population is less than 150,000 or a county whose population is less than 100,000, 12 members.

3. Such a review board must be appointed by the governing body from a list of names submitted by interested persons. If an insufficient number of names of interested persons is submitted, the governing body shall appoint the remaining members in the manner it deems appropriate.

4. A person appointed to the review board must:

- (a) Be a resident of the city or county for which the review board was created, except no member of the review board may be currently employed as a peace officer, school police officer, constable or deputy of a constable.
- (b) Complete training relating to law enforcement before serving as a member of the review board, including, without limitation, training in the policies and procedures of law enforcement agencies, police of school districts and offices of constables, the provisions of [NRS 289.010](#) to [289.120](#), inclusive, and the employment contracts of the peace officers, school police officers, constables or deputies of constables.

(Added to NRS by 1997, 2515; A [2001, 1974](#); [2005, 624](#))

NRS 289.383 Creation by political subdivisions upon request from metropolitan police department; number, appointment and qualifications of members.

1. If a metropolitan police department has been formed pursuant to [NRS 280.110](#), the metropolitan police committee on fiscal affairs may request the participating political subdivisions to create a review board to advise the committee on issues concerning peace officers employed by the metropolitan police department. The participating subdivisions may jointly create such a review board by mutual ordinances.

2. A review board created pursuant to subsection 1 must consist of 25 members, appointed from a list of names submitted by interested persons. The members of the metropolitan police committee on fiscal affairs who are representatives of the county shall appoint 13 members of the review board, and the members of the metropolitan police committee on fiscal affairs who are representatives of each participating city within the county shall appoint an equal number of the remaining 12 members. If an insufficient number of names of interested persons are submitted, the members of the metropolitan police committee on fiscal affairs shall appoint the remaining members in the manner they deem appropriate.

3. A person appointed to the review board must:

- (a) Be a resident within the jurisdiction of the participating subdivisions for which the review board was

created, except no member of the review board may be currently employed as a peace officer.

(b) Complete training relating to law enforcement before serving as a member of the review board, including, without limitation, training in the policies and procedures of law enforcement agencies, the provisions of [NRS 289.010](#) to [289.120](#), inclusive, and the employment contracts of the peace officers.

(Added to NRS by 1997, 2516; A [2005, 624](#))

NRS 289.385 Limitation on jurisdiction; abridgement of contractual or statutory rights of peace officer prohibited. A review board created pursuant to [NRS 289.380](#) or [289.383](#):

1. Does not have jurisdiction over any matter in which it is alleged that a crime has been committed.
2. Shall not abridge the rights of a peace officer, school police officer, constable or deputy of a constable that are granted pursuant to a collective bargaining agreement, a contract or any federal or state statute or regulation.

(Added to NRS by 1997, 2516)

NRS 289.387 Panel of board: Selection of members; powers and duties; proceedings; rights of officer investigated.

1. A review board that is created pursuant to paragraph (a) of subsection 2 of [NRS 289.380](#) or pursuant to [NRS 289.383](#) must meet in panels of five members to carry out its duties.

2. A review board that is created pursuant to paragraph (b) of subsection 2 of [NRS 289.380](#) must meet in panels of three members to carry out its duties.

3. Members must be selected randomly to serve on a panel, and the panel shall select one of its members to serve as chairman of the panel.

4. A panel of a review board created pursuant to [NRS 289.380](#) or [289.383](#) may:

(a) Refer a complaint against a peace officer, school police officer, constable or deputy of a constable to the employer of the peace officer, school police officer, constable or deputy of a constable.

(b) Review an internal investigation of a peace officer, school police officer, constable or deputy of a constable within the jurisdiction of the governing body that created the review board and make recommendations regarding any disciplinary action against the peace officer, school police officer, constable or deputy of a constable that is recommended by his employer, including, without limitation:

(1) Increasing or decreasing the recommended level of discipline; and

(2) Exonerating the peace officer, school police officer, constable or deputy of a constable who has been the subject of the internal investigation.

5. The employer of a peace officer, school police officer, constable or deputy of a constable shall make available to a panel of the review board any personnel file or other material necessary for the panel to conduct a review.

6. When reviewing an internal investigation of a peace officer, school police officer, constable or deputy of a constable pursuant to subsection 4, the panel shall provide the peace officer, school police officer, constable or deputy of a constable with notice and an opportunity to be heard. The peace officer, school police officer, constable or deputy of a constable may represent himself at the hearing before the panel or be represented by an attorney or other person of his own choosing. The review board, governing body and employer of the peace officer, school police officer, constable or deputy of a constable are not responsible for providing such representation.

7. The chairman of a panel of a review board shall report the findings and recommendation of the panel regarding disciplinary action to the employer of the peace officer, school police officer, constable or deputy of a constable.

8. A police officer, school police officer, constable or deputy of a constable may appeal a recommendation made by a panel of the review board. The ordinance pursuant to which the review board is created must specify the manner for conducting appeals, and may provide for, if both parties agree, without limitation, mediation, conciliation or review by another panel of randomly selected members of the review board. If the appeal is

heard by another panel of the review board, the determination made by the panel hearing the appeal is final and binding and is not subject to judicial review.

9. The findings and recommendation of a panel of the review board are public records unless otherwise declared confidential by state or federal law.

10. A proceeding of a panel of such a review board is closed to the public.

(Added to NRS by 1997, 2516)

NRS 289.390 Panel of board: Oaths; subpoenas.

1. A panel of a review board that is created pursuant to [NRS 289.380](#) or [289.383](#) may:

(a) Administer oaths;

(b) Take testimony;

(c) Within the scope of its jurisdiction, issue subpoenas to compel the attendance of witnesses to testify before the panel;

(d) Require the production of books, papers and documents; and

(e) Issue commissions to take testimony.

2. If a witness refuses to attend or testify or produce books, papers or documents as required by the subpoena, the panel may petition the district court to order the witness to appear or testify or produce the requested books, papers or documents.

(Added to NRS by 1997, 2517)

CERTIFICATION

NRS 289.450 Definitions. As used in [NRS 289.450](#) to [289.600](#), inclusive, unless the context otherwise requires, the words and terms defined in [NRS 289.460](#) to [289.490](#), inclusive, have the meanings ascribed to them in those sections.

(Added to NRS by [1999, 2419](#); A [2003, 2697](#))

NRS 289.460 “Category I peace officer” defined. “Category I peace officer” means a peace officer who has unrestricted duties and who is not otherwise listed as a category II or category III peace officer.

(Added to NRS by [1999, 2419](#))

NRS 289.470 “Category II peace officer” defined. “Category II peace officer” means:

1. The Bailiff of the Supreme Court;

2. The bailiffs of the district courts, justice courts and municipal courts whose duties require them to carry weapons and make arrests;

3. Constables and their deputies whose official duties require them to carry weapons and make arrests;

4. Inspectors employed by the Nevada Transportation Authority who exercise those powers of enforcement conferred by [chapters 706](#) and [712](#) of NRS;

5. Parole and probation officers;

6. Special investigators who are employed full-time by the office of any district attorney or the Attorney General;

7. Investigators of arson for fire departments who are specially designated by the appointing authority;

8. The assistant and deputies of the State Fire Marshal;

9. The brand inspectors of the State Department of Agriculture who exercise the powers of enforcement conferred by [chapter 565](#) of NRS;

10. The field agents and inspectors of the State Department of Agriculture who exercise the powers of enforcement conferred by [NRS 561.225](#);

11. Investigators for the State Forester Firewarden who are specially designated by him and whose primary duties are related to the investigation of arson;
12. School police officers employed by the board of trustees of any county school district;
13. Agents of the State Gaming Control Board who exercise the powers of enforcement specified in [NRS 289.360](#), [463.140](#) or [463.1405](#), except those agents whose duties relate primarily to auditing, accounting, the collection of taxes or license fees, or the investigation of applicants for licenses;
14. Investigators and administrators of the Division of Compliance Enforcement of the Department of Motor Vehicles who perform the duties specified in subsection 2 of [NRS 481.048](#);
15. Officers and investigators of the Section for the Control of Emissions From Vehicles and the Enforcement of Matters Related to the Use of Special Fuel of the Department of Motor Vehicles who perform the duties specified in subsection 3 of [NRS 481.0481](#);
16. Legislative police officers of the State of Nevada;
17. The personnel of the Capitol Police Division of the Department of Public Safety appointed pursuant to subsection 2 of [NRS 331.140](#);
18. Parole counselors of the Division of Child and Family Services of the Department of Health and Human Services;
19. Juvenile probation officers and deputy juvenile probation officers employed by the various judicial districts in the State of Nevada or by a department of juvenile justice services established by ordinance pursuant to [NRS 62G.210](#) whose official duties require them to enforce court orders on juvenile offenders and make arrests;
20. Field investigators of the Taxicab Authority;
21. Security officers employed full-time by a city or county whose official duties require them to carry weapons and make arrests;
22. The chief of a department of alternative sentencing created pursuant to [NRS 211A.080](#) and the assistant alternative sentencing officers employed by that department; and
23. Criminal investigators who are employed by the Secretary of State.

(Added to NRS by [1999, 2419](#); A [2001, 1729, 2594](#); [2003, 180, 1133, 2526](#))

NRS 289.480 “Category III peace officer” defined. “Category III peace officer” means a peace officer whose authority is limited to correctional services, including the superintendents and correctional officers of the Department of Corrections.

(Added to NRS by [1999, 2421](#); A [2001 Special Session, 236](#))

NRS 289.490 “Commission” defined. “Commission” means the Peace Officers’ Standards and Training Commission.

(Added to NRS by [1999, 2421](#))

NRS 289.500 Peace Officers’ Standards and Training Commission: Creation; membership; terms and compensation of members.

1. The Peace Officers’ Standards and Training Commission, consisting of nine members appointed by the Governor, is hereby created. The Governor shall appoint:
 - (a) Two members from Clark County, one of whom must be from a metropolitan police department created pursuant to [chapter 280](#) of NRS if one exists in Clark County;
 - (b) One member from Washoe County;
 - (c) Three members from counties other than Clark and Washoe Counties;
 - (d) One member from a state law enforcement agency that primarily employs peace officers required to receive training as category I peace officers;
 - (e) One member who is a category II peace officer; and

(f) One member who is a category III peace officer.

2. Members of the Commission serve terms of 2 years. Members serve without compensation, but are entitled to the per diem allowance and travel expenses provided for state officers and employees generally.

3. The Governor shall make the appointments to the Commission from recommendations submitted by Clark County, Washoe County, professional organizations of sheriffs and police chiefs of this State and employee organizations that represent only peace officers of this State who are certified by the Commission.

(Added to NRS by [1999, 2421](#); A [2005, 1105](#); [2007, 595](#))

NRS 289.510 Peace Officers' Standards and Training Commission: Powers and duties; regulations.

1. The Commission:

(a) Shall meet at the call of the Chairman, who must be elected by a majority vote of the members of the Commission.

(b) Shall provide for and encourage the training and education of persons whose primary duty is law enforcement to ensure the safety of the residents of and visitors to this State.

(c) Shall adopt regulations establishing minimum standards for the certification and decertification, recruitment, selection and training of peace officers. The regulations must establish:

(1) Requirements for basic training for category I, category II and category III peace officers and reserve peace officers;

(2) Standards for programs for the continuing education of peace officers, including minimum courses of study and requirements concerning attendance;

(3) Qualifications for instructors of peace officers; and

(4) Requirements for the certification of a course of training.

(d) Shall, when necessary, present courses of training and continuing education courses for category I, category II and category III peace officers and reserve peace officers.

(e) May make necessary inquiries to determine whether the agencies of this State and of the local governments are complying with standards set forth in its regulations.

(f) Shall carry out the duties required of the Commission pursuant to [NRS 432B.610](#) and [432B.620](#).

(g) May perform any other acts that may be necessary and appropriate to the functions of the Commission as set forth in [NRS 289.450](#) to [289.600](#), inclusive.

(h) May enter into an interlocal agreement with an Indian tribe to provide training to and certification of persons employed as police officers by that Indian tribe.

2. Regulations adopted by the Commission:

(a) Apply to all agencies of this State and of local governments in this State that employ persons as peace officers;

(b) Must require that all peace officers receive training in the handling of cases involving abuse or neglect of children or missing children; and

(c) May require that training be carried on at institutions which it approves in those regulations.

(Added to NRS by [1999, 2421](#); A [2001, 1730](#))

NRS 289.520 Executive Director: Appointment; qualifications; classification; restrictions on other employment; removal. The Commission, by majority vote of its members, shall appoint an Executive Director of the Commission. The Executive Director:

1. Must be selected with special reference to his training, experience, capacity and interest in the field of administering laws and regulations relating to the training of peace officers.

2. Is in the unclassified service of the State.

3. Shall not pursue any other business or occupation, or perform any other duties of any other office of profit without the prior approval of the Commission.

4. May be removed by the Commission, by a majority vote of its members, at any time for cause.

(Added to NRS by [1999, 2422](#))

NRS 289.530 Powers of Executive Director. With the advice of the Commission, the Executive Director of the Commission may:

1. Appoint employees, agents, consultants and other staff of the Commission and prescribe their duties;
2. Administer and direct the daily operation of the staff and resources of the Commission;
3. Inspect academies for training peace officers, and issue and revoke certificates of approval to such academies;
4. Certify qualified instructors for approved courses of training for peace officers and issue appropriate certificates to instructors;
5. Certify peace officers who have satisfactorily completed courses of training for peace officers and issue basic, intermediate, advanced and management professional certificates to peace officers;
6. Make recommendations to the Commission concerning the issuance of executive certificates;
7. Cause annual audits to be made relating to the operation of academies for training peace officers;
8. Consult and cooperate with academies for training peace officers concerning the development of the basic and advanced training programs for peace officers;
9. Consult and cooperate with academies for training peace officers concerning the development of specialized courses of study in this State for peace officers in the areas of police science, police administration, corrections, probation, the social sciences and other related areas;
10. Consult and cooperate with other departments and agencies of this State and of local governments concerning the training of peace officers;
11. Report to the Commission at the regular meetings of the Commission and at such other times as the Commission may require, and recommend the denial, suspension or revocation of certification of a peace officer to the Commission as deemed necessary;
12. Execute contracts on behalf of the Commission; and
13. Perform any other acts necessary and appropriate to the carrying out of his duties.

(Added to NRS by [1999, 2422](#))

NRS 289.540 Account for the Training of Peace Officers: Creation; administration; acceptance of gifts, donations, bequests, grants, money or other financial assistance; expenditures.

1. An Account for the Training of Peace Officers is hereby created in the State General Fund. The Account must be administered by the Executive Director of the Commission. The Executive Director may apply for, accept and expend any gift, donation, bequest, grant or other source of money or other financial assistance from any person, association, corporation or other organization having an interest in the training of peace officers, and from the United States and any of its agencies or instrumentalities, for deposit in the Account. The money in the Account must be expended in accordance with the terms and conditions of the gift, donation, bequest or grant, or in accordance with subsection 2.

2. Except as otherwise provided in subsection 1, the money in the Account may be used only for the training of persons whose primary duty is law enforcement or for other purposes approved by the Commission.

(Added to NRS by [1999, 2423](#))

NRS 289.550 Persons required to be certified by Peace Officers' Standards and Training Commission; period by which certification is required.

1. Except as otherwise provided in subsection 2 and [NRS 3.310](#) and [4.353](#), a person upon whom some or all of

the powers of a peace officer are conferred pursuant to [NRS 289.150](#) to [289.360](#), inclusive, must be certified by the Commission within 1 year after the date on which the person commences employment as a peace officer unless the Commission, for good cause shown, grants in writing an extension of time, which must not exceed 6 months, by which the person must become certified. A person who fails to become certified within the required time shall not exercise any of the powers of a peace officer after the time for becoming certified has expired.

2. The following persons are not required to be certified by the Commission:

- (a) The Chief Parole and Probation Officer;
- (b) The Director of the Department of Corrections;
- (c) The State Fire Marshal;
- (d) The Director of the Department of Public Safety, the deputy directors of the Department, the chiefs of the divisions of the Department other than the Investigation Division and the Nevada Highway Patrol, and the members of the State Disaster Identification Team of the Division of Emergency Management of the Department;
- (e) The Commissioner of Insurance and his chief deputy;
- (f) Railroad policemen; and
- (g) California correctional officers.

(Added to NRS by [1999, 2423](#); A [2001, 1731](#), [2595](#); [2001 Special Session, 236](#); [2003, 289](#), [306](#); [2005, 674](#); [2007, 2192](#))

NRS 289.555 Person convicted of felony not qualified to serve as peace officer. A person who has been convicted of a felony in this State or any other state is not qualified to serve as a category I peace officer, category II peace officer or category III peace officer regardless of whether he has been restored to his civil rights.

(Added to NRS by [2003, 2697](#))

NRS 289.560 Application for certification as peace officer to include social security number. [Effective until the date of the repeal of the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.] An application for certification as a peace officer must include the social security number of the applicant.

(Added to NRS by [1999, 2423](#))

NRS 289.570 Submission of statement by applicant for certification as peace officer regarding payment of child support; grounds for denial of certification; duty of Commission. [Effective until the date of the repeal of the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.]

1. An applicant for certification as a peace officer shall submit to the Peace Officers' Standards and Training Commission the statement prescribed by the Division of Welfare and Supportive Services of the Department of Health and Human Services pursuant to [NRS 425.520](#). The statement must be completed and signed by the applicant.

2. The Commission shall include the statement required pursuant to subsection 1 in:

- (a) The application or any other forms that must be submitted for the issuance of the certification; or
- (b) A separate form prescribed by the Commission.

3. An applicant may not be certified by the Commission if the applicant for certification:

- (a) Fails to submit the statement required pursuant to subsection 1; or
- (b) Indicates on the statement submitted pursuant to subsection 1 that he is subject to a court order for the support of a child and is not in compliance with the order or a plan approved by the district attorney or other

public agency enforcing the order for the repayment of the amount owed pursuant to the order.

4. If an applicant indicates on the statement submitted pursuant to subsection 1 that he is subject to a court order for the support of a child and is not in compliance with the order or a plan approved by the district attorney or other public agency enforcing the order for the repayment of the amount owed pursuant to the order, the Commission shall advise the applicant to contact the district attorney or other public agency enforcing the order to determine the actions that the applicant may take to satisfy the arrearage.

(Added to NRS by [1999, 2423](#))

NRS 289.580 Suspension of certification as peace officer for failure to pay child support or comply with certain subpoenas or warrants; reinstatement of certification. [Effective until the date of the repeal of the federal law requiring each state to establish procedures for withholding, suspending and restricting the professional, occupational and recreational licenses for child support arrearages and for noncompliance with certain processes relating to paternity or child support proceedings.]

1. If the Peace Officers' Standards and Training Commission receives a copy of a court order issued pursuant to [NRS 425.540](#) that provides for the suspension of all professional, occupational and recreational licenses, certificates and permits issued to a person who has been certified as a peace officer, the Commission shall deem the person's certification to be suspended at the end of the 30th day after the date on which the court order was issued unless the Commission receives a letter issued by the district attorney or other public agency pursuant to [NRS 425.550](#) to the person who has been certified stating that the person has complied with the subpoena or warrant or has satisfied the arrearage pursuant to [NRS 425.560](#).

2. The Peace Officers' Standards and Training Commission shall reinstate a certification as a peace officer that has been suspended by a district court pursuant to [NRS 425.540](#) if the Commission receives a letter issued by the district attorney or other public agency pursuant to [NRS 425.550](#) to the person whose certification was suspended stating that the person whose certification was suspended has complied with the subpoena or warrant or has satisfied the arrearage pursuant to [NRS 425.560](#).

(Added to NRS by [1999, 2424](#))

NRS 289.590 Training in proper use of choke hold as condition of certification; annual training and recertification; regulations.

1. As a condition of the certification of a peace officer employed by an agency that authorizes the use of a choke hold in the course of his duties, the Peace Officers' Standards and Training Commission shall require the peace officer to be trained in the proper use of the choke hold. In addition, the Commission shall require annual training and recertification in the proper use of the choke hold if the agency employing the peace officer continues to authorize the official use of the choke hold.

2. The Commission shall adopt regulations regarding the minimum training and testing required to comply with the requirements of subsection 1 and the manner in which each such agency shall demonstrate its continuing compliance with the requirements of subsection 1.

(Added to NRS by [1999, 2424](#))

NRS 289.600 Training in dealing with crimes of stalking and aggravated stalking as condition of certification. As a condition of the certification of each peace officer, the Peace Officers' Standards and Training Commission shall require each peace officer to be trained in dealing with the crimes of stalking and aggravated stalking, including, without limitation:

1. The manner in which a report from a person who claims to be a victim of stalking or aggravated stalking should be taken;

2. The proper method of carrying out an investigation of alleged stalking or aggravated stalking; and

3. The elements of the crimes of stalking and aggravated stalking.

(Added to NRS by [1999, 1378](#); A [2001, 171](#))

MISCELLANEOUS PROVISIONS

NRS 289.800 Reimbursement for cost to repair or replace uniform, accessories or safety equipment damaged or

destroyed in performance of duties. In addition to the compensation required by [NRS 281.121](#), a state agency that employs a person:

1. Upon whom some or all of the powers of a peace officer are conferred pursuant to subsection 1 of [NRS 289.180](#), subsection 1 of [NRS 289.220](#), paragraph (f) of subsection 1 of [NRS 289.270](#) or subsection 4 of [NRS 289.270](#); and

2. Who is required to purchase and wear his own uniform or other clothing, accessories or safety equipment while performing his duties for the State as a peace officer,

Ê may, after first obtaining the written approval of the Director of the Department of Administration, reimburse that person for the cost to repair or replace his required uniform or other clothing, accessories or safety equipment if it is damaged or destroyed, by means other than ordinary wear and tear, while he is performing his duties for the State as a peace officer.

(Added to NRS by 1995, 2744; A 1997, 3263; [2005, 674](#))

NRS 289.810 Peace officer prohibited from using choke hold; exceptions; agencies required to adopt regulations.

1. A peace officer shall not use a choke hold on any other person unless:

(a) The agency employing the peace officer authorizes the use of the choke hold by its peace officers in the course of their duties; and

(b) The peace officer has successfully completed training in the proper use of the choke hold and holds current certification for its use by the agency which employs him.

2. If a law enforcement agency finds that a peace officer has violated the provisions of subsection 1, the peace officer is subject to such disciplinary action as is provided for such an offense by the agency.

3. Each agency in this state which employs a peace officer shall adopt regulations which govern whether the use of a choke hold by its officers during the course of their duties is authorized. If an agency authorizes such a use of a choke hold, the agency shall also adopt regulations which specifically address:

(a) The manner in which a peace officer, certified for use of a choke hold, is authorized to use the hold in the course of his duties;

(b) The manner in which records of training, certification and recertification will be maintained to ensure compliance with any applicable statutory or other related requirements; and

(c) The consequences of unauthorized or uncertified use of a choke hold.

(Added to NRS by 1991, 982; A 1993, 2525; 1997, 508; [1999, 2425](#))—(Substituted in revision for NRS 289.410)

NRS 289.820 Peace officer prohibited from engaging in racial profiling; retaliatory or punitive action prohibited against peace officer for disclosure of information concerning racial profiling.

1. A peace officer shall not engage in racial profiling.

2. No retaliatory or punitive action may be taken against a peace officer who discloses information concerning racial profiling.

3. For purposes of this section, “racial profiling” means reliance by a peace officer upon the race, ethnicity or national origin of a person as a factor in initiating action when the race, ethnicity or national origin of the person is not part of an identifying description of a specific suspect for a specific crime.

(Added to NRS by [2001, 2852](#))