



# City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | [lasvegasnm.gov](http://lasvegasnm.gov)

Mayor Louie A. Trujillo

## CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING March 28, 2023–Tuesday – 1:00 p.m.

City Chambers  
1700 North Grand Avenue  
Las Vegas, NM 87701

. Public comments can **only** be made **in person**

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### **AGENDA**

*City Council Meetings are  
Available via YouTube*

[https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view\\_as=subscriber](https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber)

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **BUSINESS ITEMS**
  1. Consideration of the City of Las Vegas and Las Vegas Police Officer's Association (LVPOA) Memorandum of Understanding (MOU) regarding Section 16 (Compensation) and Section 44 (Terms of Agreement) of LVPOA Agreement #3848-22.

*Leo Maestas, City Manager* As per Section 42 (Contract Includes Entire Agreement) of LVPOA Agreement #3848-22, the City and the Association may upon mutual agreement and negotiation agree to a Memorandum of Understanding (MOU), which may change provisions of this contract.

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David Ulibarri  
Councilor Ward 1

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

David G. Romero  
Councilor Ward 4

**VIII. EXECUTIVE SESSION**

**THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER IS EXEMPT PURSUANT TO THE OPEN MEETINGS ACT.**

**IX. ADJOURN**

**ATTENTION PERSONS WITH DISABILITIES:** The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

**ATTENTION PERSONS ATTENDING COUNCIL MEETING:** By entering the City Chambers you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas website and to be broadcast on YouTube.

**NOTE:** A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701 or the City's website at [www.lasvegasnm.gov](http://www.lasvegasnm.gov)



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** March 28, 2023

**Date Submitted:** 3/23/23

**Department:** Executive

**Item/Topic:** Consideration of the City of Las Vegas and Las Vegas Police Officer's Association (LVPOA) Memorandum of Understanding (MOU) regarding Section 16 (Compensation) and Section 44 (Terms of Agreement) of LVPOA Agreement #3848-22.

*As per Section 42 (Contract Includes Entire Agreement) of LVPOA Agreement #3848-22, the City and the Association may upon mutual agreement and negotiation agree to a Memorandum of Understanding (MOU), which may change provisions of this contract.*

**Fiscal Impact:** The annual fiscal impact with current staff and vacancies to include fringe benefits is approximately \$477,000.00.

**Attachments:** Memorandum of Understanding (MOU) regarding Sections 16 (Compensation) and 44 (Terms of Agreement) and Revised LVPOA Pay Plan (Appendix A and Appendix B).

**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director

City Manager

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LAS VEGAS  
AND  
THE LAS VEGAS POLICE OFFICER'S ASSOCIATION**

The parties to this Memorandum of Understanding (MOU), the City of Las Vegas (City) and the Las Vegas Police Officer's Association (Association) hereby agree to the following revisions to the collective bargaining agreement between the parties. The City wishes to provide pay increases to bargaining unit employees as set forth herein. In exchange, the Association agrees *execution of this MOU concludes and resolves negotiations for Fiscal Year 2023 to forego negotiations for Fiscal Year 2024* and *agrees to forego economic* negotiations for Fiscal Year ~~2025~~2024. Pursuant to this MOU and the agreements herein, the language of the collective bargaining agreement in Sections 16 and 44 and Appendices A and B will be amended as follows and as attached hereto effective the first full pay period following signature by all parties to this Memorandum of Understanding:

**Section 16      COMPENSATION**

- A. Effective the first full pay period after full execution of this agreement and approval by the Las Vegas City Council, all bargaining unit employees ~~whose anniversary date has already passed for the previous fiscal year will be placed on the proper~~ will receive an increase based on the employee's current step of the Pay Plan in accordance with the rates set forth in Appendices A and B.
- B. ~~All other~~ Bargaining unit employees shall move one step on the pay plan set forth in Appendices A and B on their ~~future hiring~~ anniversary date of hire for the remainder of Fiscal Year 2023. For Fiscal Year 2024, bargaining unit employees will advance one step on the pay plan set forth in Appendices A and B on their anniversary date of hire. Subject to specific appropriation by the City Council, bargaining unit employees will advance one step on the pay plan set forth in Appendices A and B in Fiscal Year 2025. Should the Council not appropriate specific and sufficient funding for step movement in Fiscal Year 2025, either party may request the opening of negotiations on this Section 16, Compensation only, by written notice to the other party.
- C. ~~Effective the first pay period after execution of this agreement and approval by the Las Vegas City Council the step pay plans for officers and dispatchers shall be modified as follows: (i) the step pay plan for non-sergeant and non-lieutenant police officers (attached~~

~~hereto as Appendix A) shall increase step 2 from \$17.55 per hour to \$19.04 per hour. Each subsequent step from step 3 to the end of the steps shall increase by three percent (3%), such that step 3 is \$19.62 per hour, step 4 is \$20.19 per hour, and so on for the remaining steps; (ii) the step pay plan for police sergeants (attached hereto as Appendix A) shall increase step 1 from \$22.30 per hour to \$25.40 per hour. Each subsequent step from step 2 is \$26.05 per hour, step 3 is \$26.83 per hour, and so on, for the remaining steps; (iii) the step pay plan for police lieutenant (attached hereto as Appendix A) shall increase step 1 from \$25.57 per hour to \$28.57 per hour. Each subsequent step from step 2 to the end of the steps shall increase by three percent (3%), such that step 2 is \$29.42 per hour, step 3 is \$30.30 per hour and so on, for the remaining steps; and (iv) the step pay plan for dispatchers/communication specialist (attached hereto as Appendix B) shall increase step 2 from \$11.28 per hour to \$14.28 per hour. Each subsequent step from step 3 to the end of the steps shall increase by three percent (3%), such that step 3 is \$14.70 per hour and so on, for the remaining steps.~~

#### D. Incentive Pay

- i) All bargaining unit employees who are able to fluently speak, understand and translate the Spanish language will receive incentive pay in the amount of one hundred dollars (\$100.00) per month. In order to qualify for this incentive pay, said employee must obtain and maintain a current certification for fluency in the Spanish language.
- ii) All bargaining unit employee who obtain and maintain a current certification for ERT (up to 12 bargaining unit employees) or Investigation (up to 8 bargaining unit employees) as an instructor, and perform such training for the Las Vegas Police Department, shall receive one hundred dollars (\$100.00) per month. This incentive pay shall be on the first to certify, first to receive incentive pay basis.

## Section 44 TERMS OF AGREEMENT

This agreement is effective upon full execution of this agreement, and approval by the Las Vegas City Council, and shall remain in full force and effect through June 30, ~~2024~~<sup>2025</sup> ~~2024~~. ~~Negotiations on non-economic items only will occur upon written request by either party to the other party no earlier than December 15, 2023, and not later than January 15, 2024.~~ Negotiations for a successor agreement will occur upon written request by either party to the other party no ~~earlier than December 15, 2024-2023, and no~~ later than ~~January 15<sup>th</sup>, 2025~~ ~~2024~~, of ~~each successive year after 2024. This agreement may be opened upon written request by either party to the other party no later than January 15, 2023 for one economic and two non-economic items.~~

LAS VEGAS POLICE OFFICER'S  
ASSOCIATION:

CITY OF LAS VEGAS:

\_\_\_\_\_  
ELIA FASANELLA  
PRESIDENT

\_\_\_\_\_  
LOUIE A. TRUJILLO  
MAYOR

\_\_\_\_\_  
LEO MAESTAS  
CITY MANAGER

ATTEST:\_\_\_\_\_  
CASANDRA FRESQUEZ  
CITY CLERK

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LAS VEGAS  
AND  
THE LAS VEGAS POLICE OFFICER'S ASSOCIATION**

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**Section 16    COMPENSATION**

- A. Effective the first full pay period after full execution of this agreement and approval by the Las Vegas City Council, all bargaining unit employees will receive an increase based on the employee's current step of the Pay Plan in accordance with the rates set forth in Appendices A and B.
- B. Bargaining unit employees shall move one step on the pay plan set forth in Appendices A and B on their anniversary date of hire for the remainder of Fiscal Year 2023. For Fiscal Year 2024, bargaining unit employees will advance one step on the pay plan set forth in Appendices A and B on their anniversary date of hire.
- C. Incentive Pay
  - i) All bargaining unit employees who are able to fluently speak, understand and translate the Spanish language will receive incentive pay in the amount of one hundred dollars (\$100.00) per month. In order to qualify for this incentive pay, said employee must obtain and maintain a current certification for fluency in the Spanish language.
  - ii) All bargaining unit employee who obtain and maintain a current certification for ERT (up to 12 bargaining unit employees) or Investigation (up to 8 bargaining unit employees) as an instructor, and perform such training for the Las Vegas Police Department, shall receive one hundred dollars (\$100.00) per month. This incentive pay shall be on the first to certify, first to receive incentive pay basis.

**Section 44    TERMS OF AGREEMENT**

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LAS VEGAS POLICE OFFICER'S  
ASSOCIATION:

CITY OF LAS VEGAS:

\_\_\_\_\_  
ELIA FASANELLA  
PRESIDENT

\_\_\_\_\_  
LOUIE A. TRUJILLO  
MAYOR

\_\_\_\_\_  
LEO MAESTAS  
CITY MANAGER

APPROVED AS TO LEGAL SUFFICIENCY  
ONLY:

\_\_\_\_\_  
CITY ATTORNEY

ATTEST: \_\_\_\_\_  
CASANDRA FRESQUEZ  
CITY CLERK



|                   |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| LVPOA PAY PLAN    |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
| POLICE OFFICER    |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
| Appendix A - 1214 |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|                   |         | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|                   |         | \$23.32 | \$24.02 | \$24.74 | \$25.48 | \$26.25 | \$27.03 | \$27.85 | \$28.68 | \$29.54 | \$30.43 | \$31.34 | \$32.28 | \$33.25 | \$34.25 |
|                   |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|                   | Step 16 | Step 17 | Step 18 | Step 19 | Step 20 | Step 21 | Step 22 | Step 23 | Step 24 | Step 25 |         |         |         |         |         |
|                   |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|                   | \$35.27 | \$36.33 | \$37.42 | \$38.54 | \$39.70 | \$40.89 | \$42.12 | \$43.38 | \$44.68 | \$46.03 |         |         |         |         |         |



[illegible]

|                           |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|---------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| LVPOA PAY PLAN            |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
| DISPATCHERS /             |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
| COMMUNICATIONS SPECIALIST |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
| Appendix B - 1224         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|                           |         | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|                           |         | \$18.02 | \$18.56 | \$19.12 | \$19.69 | \$20.28 | \$20.89 | \$21.52 | \$22.16 | \$22.83 | \$23.51 | \$24.22 | \$24.94 | \$25.69 | \$26.46 |
|                           |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|                           | Step 16 | Step 17 | Step 18 | Step 19 | Step 20 | Step 21 | Step 22 | Step 23 | Step 24 | Step 25 | Step 26 | Step 27 | Step 28 | Step 29 | Step 30 |
|                           |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|                           | \$27.26 | \$28.07 | \$28.92 | \$29.78 | \$30.68 | \$31.60 | \$32.55 | \$33.52 | \$34.53 | \$35.56 | \$36.63 | \$37.73 | \$38.86 | \$40.03 | \$41.23 |

## AGREEMENT

**THIS AGREEMENT** is entered into by and between the City of Las Vegas municipal corporation of the State of New Mexico, hereinafter sometimes referred to as the "City", and the Las Vegas Police Officer's Association, hereinafter referred to as the Association", which is an affiliate of the Fraternal Order of Police Labor Council and the Las Vegas Lodge# 20 Fraternal Order of Police.

**WHEREAS**, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

### **NOW THEREFORE, IT IS HEREBY AGREED:**

- A. The City of Las Vegas recognizes the Las Vegas Police Officer's Association as the exclusive collective bargaining representative for the regular, full time non-probationary sworn police officers, sergeants, lieutenants and communications specialists.
- B. The City of Las Vegas extends to the Las Vegas Police Officer's Association representing such unit of employees the following rights:
  - 1. To represent the employees in negotiations and in the settlement of grievances;
  - 2. To exclusive representation status during the term of this Agreement as provided in the Employee Relations Ordinance.
- C. The parties agree that they will not practice nor tolerate discrimination against employees covered by this Agreement because of race, color, religion, sex, ancestry, national origin, age, disability, marital status, union or non-union affiliation or political affiliation. Sexual harassment will not be tolerated by the parties.
- D. For the purposes of this Agreement, and any subsequent Memorandum of Understanding, the City of Las Vegas shall be referred to as the "City"; the Las Vegas Police Department shall be referred to as the "Department"; the Chief of Police shall be referred to as the "Chief"; the Las Vegas Police Officer's Association shall be referred to as the "Association"; and any references to officer shall be referred to as "Employee".

### **Section 1      ASSOCIATION RIGHTS**

- A. The City will have an open door policy for Association Representative(s) where they may meet with the Chief of Police or his designee when possible. The Association and the City agree to attempt to resolve all grievances at the lowest level.

- B. The Association President or designee with the approval of the Chief of Police or his designee, may be granted annual leave, for the purposes of attending meetings related to Union business.

## **Section 2      LOST, DAMAGED, OR STOLEN PROPERTIES**

- A. Officers who have lost, damaged or have had city property stolen in the line of duty, will not be required to reimburse the City so long as the employee can prove that negligence was not a factor to the satisfaction of their chain of command and the Chief.
- B. The City will replace an employee's uniform, insignias, patches, and equipment damaged in the line of duty as a result of a direct delivery of service. These items will be replaced if the Chief of Police or his designee determines that the above item is necessary for the employee to carry out his/ her duties. This language is not intended to be used to replace worn out uniforms or equipment.

## **Section 3      UNIFORMS**

- A. It is understood by the parties of this agreement that uniform regulations of the Department are established by the Chief and that the primary purpose of this section is for uniform replacement, cleaning, equipment purchases, equipment repair and maintenance.
- B. This allowance shall be disbursed bi-annually in equal of \$ 425. 00 to each non-probationary commissioned police officer, sergeant, lieutenant, and to each dispatcher.

## **Section 4      FIREARMS**

- A. Employees who carry a firearm shall be required to remain certified as required by the New Mexico Law Enforcement Academy. The City shall furnish ammunition for the department issued handguns, shotguns and rifles for employees, for the required certifications and training, two (2) times per year. Employees may carry a different caliber handgun, if approved by the Chief of Police. The City will furnish ammunition necessary while on duty, for the department issued handgun, police shotguns, AR- 15 rifles, and any other approved handgun as determined by the Chief of Police.

## **Section 5      LEAVE TO VOTE**

- A. Leave to vote will be granted to bargaining unit employees in accordance with law. Employees may be required to show proof of voter registration.

## **Section 6      TRAINING AND EDUCATION**

- A. The city encourages employees to develop and expand their promotional potential.

Employees may request leave to attend classes during work hours from the Chief of Police. However, time away from work will be made up during the same work- day. Approval to attend courses during working hours will depend on work schedules, work need, etc. Normally, tuition expenses for college credit courses will not be reimbursable by the City.

- B. The City may also offer training sessions in specialized areas. The City will make an effort to inform employees of the available training through the posting of notices.

## **Section 7      FAMILY AND MEDICAL LEAVE**

- A. Employees eligible under the Family Medical Leave Act will be granted leave from their duties in accordance with the provisions of the Family Medical Leave Act (FMLA). Any requests for leave must be in writing with at least thirty ( 30) days notice, if possible, and must specifically state that the request is for family medical purposes. If required by the supervisor, all supporting documentation, including physician's statements must be attached. Employees granted leave under the Family Medical Leave Act shall be granted Re- employment rights to their position for a period of up to twelve ( 12) weeks. The provisions of this section are not subject to the formal grievance procedure.
- B. In the event any emergency situation occurs, the employee should notify the immediate supervisor or department director or designee as soon as possible. Emergency shall mean a situation beyond the control of the employee, which prohibits the submission of the request within the five (5) working days time period.

## **Section 8      MILITARY LEAVE**

- A. Employees ordered to active duty in the United States Armed Forces will be entitled to re- employment rights covered under the Veterans Re- employment Act. The Employee will be entitled to re- employment provided that a request for reinstatement occurs within ninety ( 90) days of discharge from military service. A returning employee shall be restored to the position that he/ she left, if available, or a comparable position.

## **Section 9      ANNUAL MILITARY TRAINING**

- A. An Employee who is a member of the organized reserved units of the Armed Forces may be granted leave if the employee is ordered to annual active duty. Such leave shall not exceed fifteen (15) days within the fiscal year.
- B. Employees ordered to active duty training must present their orders to Supervisors no later than three (3) work days after the orders were received.
- C. Employees shall be compensated at the base rate of pay for all days usually worked up to fifteen (15) working days if the employee is on annual active duty training.

- D. Employees participating in additional training may be eligible for leave without pay or annual leave if the leave is approved by the supervisor.
- E. Employees requesting any type of military leave must identify to their supervisor whether the leave is mandatory or optional.

#### **Section 10 LEAVE OF ABSENCE WITHOUT PAY**

- A. An employee in the bargaining unit may request leave of absence without pay per current Chapter 66. Personnel Rules of the City Code.

#### **Section 11 SEXUAL HARASSMENT**

- A. Sexual Harassment of any form is prohibited within the City of Las Vegas and shall be reported immediately to the Human Resources Director for guidance.
- B. The Human Resources Director will provide guidance and/ or initiate a prompt, discreet investigation upon being informed of the sexual harassment incident( s).
- C. Based on the information provided by the complainant, the Human Resources Director will then determine if any investigation is appropriate and when an investigation is appropriate. The Human Resources Director or his/ her designee will first inform the accused person' s Supervisor and the Supervisor will then proceed with such disciplinary action pursuant to the City' s Personnel Rules and Regulations and pursuant to Administrative Regulations.

#### **Section 12 EMPLOYEE SAFETY AND HEALTH**

- A. The parties believe that the safety and health of the employees are of prime considerations in every phase of its activities. The parties are concerned for the human value of life, health and physical well-being, and they are convinced that good safety and health practices are essential to efficient services to the public.
- B. The parties and the employees will work towards providing and maintaining safe and healthy working conditions. The parties will instill in the employees an awareness of the need to promote safe and healthy working habits, report and eliminate safety hazards in the work place, and comply with applicable health and safety laws.

#### **Section 13 CITY SAFETY COMMITTEE**

- A. The purpose of the Safety Committee is to review safety and health policies and recommend modifications as necessary to the City Manager. The committee shall meet bi-annually or as required by management.
- B. In accordance with the City's Safety and Health Policy the Safety Committee shall include two bargaining union members acting on behalf of the City of Las Vegas as



appointed safety committee representatives.

C. The LVPOA President shall make his/her appointments of the two bargaining members for the safety committee.

D. The two appointed union members may attend safety meetings on paid status.

#### **Section 14 PAYROLL DEDUCTIONS**

A. The City will make such payroll deductions for the City sponsored Credit Union or any Established and City sponsored banking institutions.

#### **Section 15 EXAMINATIONS**

A. Employees may be required to take and pass a medical examination at any time to determine their mental or physical capabilities to perform their assignments in a satisfactory manner. If required to take a medical, and/ or mental examination, the City will determine the physician/ psychologist and the cost will also be paid by the City.

B. Employees may take a medical/ mental examination with a physician/ psychologist of their choice at their expense.

C. If an employee fails a medical examination as a result of an on the job injury, the employee will receive the protection provided in the Workers Compensation Act.

#### **Section 16 COMPENSATION**

A. Effective the first full pay period after full execution of this agreement and approval by the Las Vegas City Council, all bargaining unit employees whose anniversary date has already passed for the previous fiscal year will be placed on the proper step of the Pay Plan.

B. All other Bargaining unit employees shall move one step on the pay plan on their future hiring anniversary date.

C. Effective the first pay period after execution of this agreement and approval by the Las Vegas City Council the step pay plans for officers and dispatchers shall be modified as follows: (i) the step pay plan for non-sergeant and non-lieutenant police officers (attached hereto as Appendix A) shall increase step 2 from \$17.55 per hour to \$19.04 per hour. Each subsequent step from step 3 to the end of the steps shall increase by three percent (3%), such that step 3 is \$19.61 per hour, step 4 is \$20.19 per hour, and so on for the remaining steps; (ii) the step pay plan for police sergeants (attached hereto as Appendix A) shall increase step 1 from \$22.30 per hour to \$25.30 per hour. Each subsequent step from step 2 is \$26.05 per hour, step 3 is \$26.83 per hour and so on, for the remaining steps; (iii) the step pay plan for police lieutenant (attached hereto as

Appendix A) shall increase step 1 from \$25.57 per hour to \$28.57 per hour. Each subsequent step from step 2 to the end of the steps shall increase by three percent (3%), such that step 2 is \$29.42 per hour, step 3 is \$30.30 per hour and so on, for the remaining steps; and (iv) the step pay plan for dispatchers/communication specialist (attached hereto as Appendix B) shall increase step 2 from \$11.28 per hour to \$14.28 per hour. Each subsequent step from step 3 to the end of the steps shall increase by three percent (3%), such that step 3 is \$14.70 per hour and so on, for the remaining steps.

#### **D. Incentive Pay**

i) All bargaining unit employees who are able to fluently speak, understand and translate the Spanish language will receive incentive pay in the amount of one hundred dollars (\$100.00) per month. In order to qualify for this incentive pay, said employee must obtain and maintain a current certification for fluency in the Spanish language.

ii) All bargaining unit employees who obtain and maintain a current certification for ERT (up to 12 bargaining unit employees) or Investigation (up to 8 bargaining unit employees) as an instructor, and perform such training for the Las Vegas Police Department, shall receive one hundred dollars (\$100.00) per month. This incentive pay shall be on the first to certify, first to receive incentive pay basis.

### **Section 17 EDUCATIONAL PAY**

A. Effective July 14, 2007 all members of the bargaining unit will receive \$ 50.00 a month for an Associates degree, \$ 100.00 a month Bachelors degree and \$ 150.00 a month Masters degree. This degree will be validated through the Human Resource Department of the City of Las Vegas, which will be provided to them and must be an accredited college or university.

### **Section 18 VACATION AND VACATION ACCRUAL**

A. Vacation leave will accrue on annual basis as follows:

1<sup>st</sup> through 5<sup>th</sup> year of service..... 96 hours

6<sup>th</sup> through 15<sup>th</sup> year of service..... 120 hours

16<sup>th</sup> year of service and over..... 144 hours

B. Employees may accrue to a maximum of 240 hours of vacation. Employees will take a sufficient amount of vacation time prior to June 30 of each year to insure that he/ she does not exceed the maximum of 240 hours. An Employee will not be compensated after that date if the decision not to take that time was that of the employee.

In the event that vacation time is not approved by the Chief of Police, due to the lack of staffing or for a public safety concern, vacation leave over the 240 hours will be

compensated on an hour per hour basis. The employee shall submit a letter requesting a payout to the Chief of Police or his/her designee.

- C. Employees shall be required to utilize a minimum of 80 vacation hours before each fiscal year.

## **Section 19 SENIORITY**

- A. Except for section which contains specific different definitions in this agreement, seniority is defined as follows:
- B. Higher ranks have seniority on junior ranks. The employee with the most continuous service; from the employees most recent date of hire within rank is senior within that given rank. For the purposes of breaking a tie in seniority, the first criteria to be applied shall be continuous service with the Department, with the employee with the most continuous time being senior. Should the continuous service with the Department be identical, then the tie will be broken by the use of the employee numbers or lottery numbers, whichever is applicable. The employee with the lowest number is senior.
- C. The term continuous service shall be interpreted to mean total service from the date of last hire as a police officer and/ or communication specialist of the Department.
- D. Anniversary Date shall be defined as:
  - 1. Most current date of hire or transfer from within the City of Las Vegas into the position of police officer or communication specialist; this does not include the transfer from and or to Investigations Division; or
  - 2. Upon the most current date of promotion within the Las Vegas Police Department.

## **Section 20 HOLIDAYS**

- A. The City Council determines the holiday schedule annually and announces it during the month of February each year. Following are the holidays being observed by the City of Las Vegas:

New Year's Day ( January 1st), Martin Luther King' s Birthday, Lincoln' s Birthday, Washington's Birthday, One half day on Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Personal Holiday (8 hours).

- B. It is understood by the parties that the Police Department is a continuous operation environment, and employees may be required to work on holidays. Each employee will be paid eight ( 8) hours of holiday pay for each observed holiday. Employees who, in combination of actual hours worked and holiday pay received, exceed 42

hours in a work week, will be compensated at time and one- half for the hours in excess of 42.

- C. Communication Specialists, who work in excess of forty (40) hours per week will be compensated at time and one half.

## **Section 21     SICK LEAVE**

- A. Sick leave may be authorized when an employee is sick, injured, or has a scheduled appointment for medical, dental, or optical treatment.
- B. An employee must notify his/ her supervisor prior to the beginning of the work shift. The respective Supervisor will notify their Commander On- Call. Employees who are absent for three ( 3) or more days must present a statement from a physician to the Chief of Police. The Chief may request a medical statement for an absence if an employee has a pattern of sick leave abuse.
- C. Paid sick leave will be approved only if the employee has accumulated the requested number of hours to cover the absence.
- D. When sick leave benefits have been exhausted employees may use accrued annual leave, or may utilize leave without pay provided it is authorized in advance.
- E. Employees shall accumulate eight hours of sick leave per month.
- F. Subject to the approval of the Chief, employees may convert sick leave hours above 200 hours. The conversion will be two ( 2) hours of sick leave to one ( 1) hour of vacation. The conversion must be used immediately. The maximum number of sick leave hours that can be converted each year is eighty( 80) hours.
- G. The City of Las Vegas and the Union will address and discuss in good faith the development of a sick leave bank program in the best interest of the City and their employees. The parties shall make every effort to have the program completed within six months of ratification of this agreement.

## **Section 22     HOURS OF WORK AND OVERTIME**

- A. The normal work week will be forty (40) hours. At the sole discretion of the Police Chief, a twelve-hour shift may be implemented with two (2) work weeks containing forty-two hours per week, which total an eighty-four (84) hour pay period.
- B. Employees shall be entitled to overtime pay at a rate of one and one- half time their hourly rate in accordance with the 207K provision of the Fair Labor Standards Act. Employees will be paid overtime after forty two (42) hours in one week.

1. The work week will begin at 0001 each Saturday or regular starting hour

nearest to that time.

2. Paid leave will not be considered as time worked for the purpose of computing overtime.
3. Under normal circumstances, employee will be assigned consecutive days off in a work week.

**C. Rest Periods:**

1. Under normal circumstances, employees will be permitted a fifteen (15) minute rest period during each one- half of the shift.
2. Employees who work a straight eight hour shift will be provided with a non paid lunch period.

**D. Compensatory Time:** Compensatory (comp) time is leave time. Comp time may be provided in lieu of overtime compensation. Comp time will be computed at a rate of time and one- half times the normal hourly rate. The maximum accrual will be 120 hours computed at 1- 1/ 2 time, in a twelve month period. All compensatory time accrued will be taken by June 30th of each fiscal year and will not be compensated after that date if the decision not to take that time was that of the employee. In the event that the compensation time is not approved by the Chief of Police due to the lack of staffing or for a public safety concern, the compensatory time will be paid on an hour per hour basis.

**Section 23     EXTRA DUTY ASSIGNMENTS**

- A. Police Officers may be assigned extra duty assignments, when assigned by the Chief of Police or his designee, and these assignments will be paid at time and one- half for hours worked in excess of forty two (42) hours.

**Section 24     OUTSIDE EMPLOYMENT**

- A. Employees shall consider the City of Las Vegas their primary employer. Employees may request approval to participate in outside employment. Outside employment is subject to the approval of Chief of Police and City Manager. The factors considered in reviewing the requests for outside employment are the employee' s performance, attendance, and number of hours to be worked in outside employment and whether a conflict of interest exists. All outside/ off duty employment will be handled in accordance with current Chapter 66. Personnel Rules of the City Code and the Las Vegas Police Department Rules and regulations.
- B. If an outside employer (other than the City of Las Vegas), contracts the City of Las Vegas or the Police Department, to employ staff for security, the chief of Police and City Manager will negotiate the services requested by the outside employer based on

availability of staff, a contract service agreement stipulating the amount to be paid to the City of Las Vegas will be negotiated at no less than 1/2 times the hourly rate regardless of regular work hours, for each employee hired.

## **Section 25 RETIREMENT**

Commissioned bargaining unit employees will be covered under the New Mexico Public Employee Retirement Act Police Plan 5. The employees will contribute 15. 8% while the City will contribute 20. 5%. Dispatchers will be covered under municipal plan 3, with dispatchers contributing 12. 65% while the city contributes 11. 5%.

## **Section 26 OFFICER' S LIABILITY PROTECTION**

A. Pursuant to Section 41- 4- 1 et seq., N.M.S. A. (1978), as amended, the New Mexico tort Claims Act, the City shall provide protection to officers from liability arising out of acts committed during the performance of their duties, provided the duties were in the conduct of their office and within the scope of their duties.

B. Adequate legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41- 4- 1 et seq., N.M. S. A. (1978), as amended.

## **Section 27 GROUP INSURANCE**

A. The City has a group insurance plan for permanent full-time employees in the bargaining unit. Participation in the plan is optional. Employees will pay twenty- five (25) percent of the premium and the City will pay seventy- five (75) percent of the premium. Dependents may be covered as specified under the plan strictly on a voluntary basis. Specific details of the plan and the cost to employees are available in the Human Resources Department.

## **Section 28 WORKER' S COMPENSATION**

A. All employees are covered under the provision of the New Mexico Worker's Compensation Act (the Act). Basically, the Act offers certain benefits to employees who have on the job injuries. The benefits, subject to conditions and maximums established by the Act, and includes coverage such as:

1. Medical care coverage for job-related injuries;
2. Pay beginning after the 7<sup>th</sup> day after the injury.

An employee who is injured on the job or suffers from occupational diseases as defined in the New Mexico Worker' s Compensation Statue shall be entitled to receive worker' s compensation benefits prescribed by law.

B. All accidents, even though they may seem minor at the time should be reported immediately, to the supervisor on duty. Delays in reporting accidents could result in

the loss of benefits.

- C. Worker's compensation benefits will only be paid for injuries that occur while an employee is actually working.
- D. The medical conditions of employees on injury leave shall be reviewed according to the requirements of the Worker's compensation Act. Employees may be provided with a light duty program.

## **Section 29 JURY DUTY AND WITNESS PAY**

- A. An employee who is scheduled to work and is called to jury duty or called as a witness will be given the necessary time. The fees received for jury duty (other than meal and travel allowance) and witness duty will be returned to the City. Time will be given provided that employee is required to appear as a witness on behalf of the City or on behalf of his/her official capacity with the City.

## **Section 30 ON CALL AND CALL BACKS**

- A. On Call Status: A police officer will not be required to remain at home while on standby, so long as he/ she can assure his/ her availability for duty within a reasonable period of time. Officers with on- call status shall not consume alcohol or take medications that would alter the fitness for duty. When on call status the employee is not eligible for call back time.

### **Police Officers**

- B. (1.) Call Back Time: A police officer that is called back to work (to the field or station) will be compensated for the actual hours worked and compensated a minimum of two ( 2) hours ( Straight time) for being called out. Call back does not include telephone calls. If the call back results in hours worked beyond forty- two 42) hours on one week then the employee will be paid at a rate of one and one- half 1 1/2) times the employees hourly rate. Officers with on call status shall not be eligible for call back time. Call back time is only for non- scheduled events.

### **B ( 2.) Communication Specialists**

Call Back Time: A communication specialist that is not on call and is called back to work ( to the field or station) will be compensated for the actual hours worked and compensated a minimum of two ( 2) hours ( Straight time) for being called out. Call back does not include telephone calls If the call back results in hours worked beyond forty ( 40) hours on one week then the employee will be paid at a rate of one and one-half ( 1 1/2) times the employees hourly rate. Dispatchers with on call status shall not be eligible for call back time. Call back time is only for non- scheduled events.

- C. The determination regarding the need for and the use of on- call and/ or call back will be made by the Chief of Police or his designee. If placed on call, the employee shall receive four ( 4) hours ( straight time, not considered hours worked for purposes of

computing overtime) compensation for every seven- day period on- call.

**Section 31     DEFERRED COMPENSATION PROGRAM**

- A. The City offers a deferred compensation program. Information on this program is available at the Human Resources Department.

**Section 32     CHECK OFF AUTHORIZATION**

- A. The City agrees to collect the dues for the Association during this contract period provided that a written authorization from the bargaining unit employee is provided to the City. The dues shall be limited to membership dues and shall not include penalties or fines.
- B. An employee may cease deduction at any time providing the City with written notice. The deduction shall cease no later than the second pay period following the City's receipt of the request to cease deductions.
- C. The association will indemnify, pay for the defense of, and hold the City harmless from any suit or claim filed against the City in relation to its deduction of dues for this association.

**Section 33     LAY OFF AND RECALL**

- A. In the event that lay off is necessary, the City shall provide the Association an opportunity to suggest alternatives.
- B. When it is necessary to have a reduction in work force, officers will be laid off in reverse order of seniority.
- C. Officers laid off due to a reduction in force will be called back to work in their seniority order.
- D. The term "seniority" for the purposes of this section shall mean time in rank. In situations where officers are required to bump into a lower rank, the officer moving to the lower rank shall be considered senior in that rank. As officers are called back, the officers assigned to lower ranks will be returned to the former rank, in order of seniority as the position becomes available.
- E. Employees must provide and maintain a correct mailing address. Failure to provide a correct address shall result in a forfeiture of any recall right. The employee may remain in lay off status for a total of six ( 6) calendar months. If the employee is not recalled within six ( 6) months or if the employee rejects a position offered to the employee, the City shall have no further obligation to the laid off employee and the employee will be terminated.



## **Section 34     OFFICE OF PROFESSIONAL STANDARDS**

- A. The Office of Professional Standards Officer/s is a staff investigative body, responsible to the Chief, for the purpose of conducting administrative investigations with four( 4) major purposes;
1. Assist in maintaining Department integrity.
  2. Identify employees guilty of misconduct so that they may be retrained and corrected, or if unacceptable for further police service, be removed through proper administrative action.
  3. Protect innocent employees and citizens of the community.
  4. Enable the city attorney to render professional, legal advice to the Chief or his representative.
- B. The section establishes the guideline for conduct of Office of Professional Standards Officer interviews. The existence of an Office of Professional Standards Officer/s does not lessen a commanding officer's authority or responsibility. In an effort to ensure that interviews are conducted in a manner that is conducive to good order and discipline, the following guidelines are promulgated:
1. When an employee is under investigation by the employer for alleged actions that could result in administrative action, the employee shall be afforded all rights provided by the New Mexico Peace Officer's Employer-Employee Relations Act as amended and other employment laws and other applicable employment laws.
  2. If the employee is under arrest or is likely to be, he/ she shall be afforded all rights pursuant to Miranda.
  3. The department shall notify the employee under investigation of the date and time of the interview at least 24 hours in advance of the interview being conducted, unless the investigation requires otherwise.
  4. If the investigation is due to a citizen's complaint that citizen will be asked to sign a statement clearly stating the allegation. The employee shall be informed of the nature of the investigation, and the names of the known complainants, unless the Chief Administrator of the officer's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity of security of the investigation.
  5. In the event it is determined that the complainant falsified the complaint, the Department shall take whatever action it deems appropriate and the employee may pursue legal remedies against the complainant, and will advise the Chief

of Police in writing that he/ she is pursuing legal remedies against the complainant.

6. At the beginning of an internal affairs interrogation any officer under investigation will be given the Garrity warning. Any officer who refuses to answer questions or withholds evidence or information pertaining to an investigation may be subject to discipline by the Chief.
  7. The complete interview of the officer shall be recorded mechanically or by digitally. There will be no off the record conversations pertaining to the investigation. All recesses will be noted in the record.
  8. Disciplinary actions and determinations shall only be made by the Chief of Police or his designee, after appropriate recommendations by the chain of command.
  9. Investigation of an officer will be conducted as soon as possible. The officer being investigated may contact the person conducting the investigation to determine the status of the internal investigation.
  10. Upon completion of the investigation, the Chief or his designee shall review the facts and shall make a finding. The Chief or his designee, in writing, shall notify the officer being investigated as to the disposition of the investigation within ten ( 10) days of its completion. The Chief shall classify the results of the investigation in one of the following categories:
    - a. Sustained- the allegation is supported by sufficient evidence;
    - b. Non- sustained- the evidence is insufficient to prove or disprove an allegation or the action taken by the officer was justified, and lawful;
    - c. Unfounded- there is no evidence to support the allegation.
- C. All files and reports of investigations of Office of Professional Standards on officers are confidential. They are intended for the exclusive use of the Chief or whomever he deems necessary. An individual officer shall have the right to review his/ her interview, along with a personal representative if requested in writing. The officer shall be provided the results of the investigation.
- D. If the officer files a grievance, he/ she will be provided with the documents being used against him in the hearing. Additionally, the employee will provide the Department with the documents being used in his defense.

## **Section 35     DISCIPLINARY ACTION**

- A. In the event that an investigation results in the implementation of disciplinary action,

if the investigated employees so requests, the Association may designate a representative to participate at all stages of the grievance process. The employee will be provided with a disciplinary decision.

**Basis for Employee Discipline:**

Disciplinary actions for employees are based on cause. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex physical or disability. No employee of the Department will be required to obey an order which is contrary to the laws of the United States, State of New Mexico, or ordinance of the city of Las Vegas however, such refusal to obey is the responsibility of the employee and he/ she will be required to justify his/ her action.

**B. Progressive Discipline:**

A progressive discipline process shall be utilized, if appropriate. The level of discipline depends on the seriousness of the infraction, and the employee's previous work/ discipline record. Because of the serious nature of some infractions, the first disciplinary action may be dismissal, or any other disciplinary action to include written reprimand, suspension, or demotion.

1. Verbal Reprimand. A verbal reprimand may be used for minor infractions and in the situation where this is the first such offense. A verbal reprimand may be documented by a "memo to file" [and may be removed after twelve ( 12) months, at the Employee' s written request, if there are no similar reprimands with this time period.]
2. Written Reprimand. A written reprimand may be used due to poor or inadequate job performance, misconduct, or infraction which is of a greater degree than that for which a verbal reprimand may be used, or for which a verbal reprimand was already given. The Written reprimand shall be placed in the employee's personnel file. The employee will be provided with a copy of the statement. The employee will be given the opportunity to review and acknowledge that he/ she has seen the statement. The employee may file a written response to be placed in the employee's personnel file, and if the employee disagrees with the discipline, a written reprimand can be grieved to the City Manager in accordance with the grievance/ appeal procedures as outlined in Section 36 of this policy. As it pertains to written reprimands, the City Manager will issue the final decision.
3. Suspension. A suspension may be used due to poor or inadequate job performance, misconduct, or infraction that is of a greater degree than that for which a written reprimand may be used, or for which a written reprimand was already given. Such suspension will not exceed thirty( 30) working days.
4. Demotion and Dismissal. Demotion and/ or dismissals may be given for continued inadequate action or dismissal as determined appropriate based on the circumstances of each case.

### **C. Pre- determination hearings:**

An employee who is being considered for dismissal, demotion or suspension will be provided with pre- determination hearing before the Chief of Police or his designee. The employee will be given the opportunity to present his side of the issue. An employee may waive the pre- determination hearing and accept the proposed discipline. The Chief will issue his/her final decision in writing to the employee following the pre- determination hearing. An employee being considered for a written reprimand will be provided an opportunity to present his/ her side of the issue to the supervisor giving the discipline.

1. The employee shall be notified in writing at least forty-eight (48) hours prior to the date and time of the pre-determination hearing.
2. An employee may be placed on paid administrative leave pending the outcome of the pre- determination hearings.
3. Hearing Procedure. The hearing is informal in nature. The hearing may be waived by the employee in which case the disciplinary action is effective immediately.

## **Section 36     GRIEVANCE AND APPEAL PROCEDURES**

Employees may utilize on one of the following procedures in a dispute.

### **A. PROCEDURES:**

1. Under this procedure a grievance is defined as a dispute regarding discipline, which results in any written reprimand, suspension, demotion or dismissal, or an alleged contractual violation, misapplication, or misinterpretation of any provisions of this agreement, policy, rule, or regulation. Evaluations, and involuntary transfers that are not disciplinary actions or issues where the city is without authority to act are not grievable.
2. Time limits" shall mean within seven (7) working days for a dispute regarding discipline, which results in involuntary transfer, suspension, demotion and dismissal. Time limits" shall mean within fourteen (14) working days for an alleged contractual violation, misapplication, or misinterpretation of any provisions of this agreement, policy, rule, or regulation.
3. The affected employee may file a written grievance within the above time limits. The time limits begin on the date the employee was disciplined. Failure of the employee to timely appeal will result in his grievance being null and void. If the City fails to respond within the time limits the employee may appeal to the next level as if the city had timely responded. The time limits may

be extended by mutual written agreement of the parties.

4. An employee grieving a disciplinary action involving an involuntary transfer, suspension, demotion or dismissal may do so by skipping step 1 and filing a written grievance with the City Manager at step 2, within seven (7) days of the date of the decision of the Chief of Police imposing the disciplinary action.
5. Informal Grievance Procedure: informal resolution of issues is encouraged Before parties resort to the formal grievance procedure. Informal resolution may occur through meetings with the supervisor, Chief of Police, or designee. Informal resolution does not stay the limits for filing a grievance.
6. Formal Grievance Procedure: all grievance filings shall include the following information in writing:
  - a. Name of employee filing grievance;
  - b. Representative if any;
  - c. Department;
  - d. Job title;
  - e. The section of the agreement, policy, rule, or regulation violated or the disciplinary action imposed;
  - f. The person alleged to have committed the violation;
  - g. The date of the alleged violation: and
  - h. The specific remedy sought (a request 'to be made whole' is insufficient).
7. Grievance Steps:
  - a. Step 1. The affected employee shall discuss the problem with the Chief of police or his designee. It is anticipated that most problems will be resolved at this level. Time limits for step 2 begin following the meeting with the Chief of Police or Designee.
  - b. Step 2. If the problem is not resolved, the employee may file a written complaint with the City Manager or designee within the time limits. The City Manager or designee shall attempt to resolve the problem. The City Manager or designee shall meet with the affected employee and shall issue a final decision. Time limits for filing for arbitration will begin following the date of the City Manager or designee's decision. (Note: as it pertains to written reprimands the City Manager's decision will be final. Grievances of written reprimands will not to Arbitration).
8. Arbitration. If an employee is not satisfied with the decision of the City Manager he/ she may file a written request for arbitration. The dissatisfied party wishing to proceed to arbitration shall request in writing within seven (7) calendar days that the issue be submitted to binding arbitration and shall contact

the Federal Mediation Conciliation Service (FMCS) with a copy to the City. The arbitration proceedings shall be conducted by an experienced labor relations arbitrator selected from the FMCS. The FMCS will be contacted and a list of seven (7) names of arbitrators from the region including New Mexico will be requested.

Within fourteen( 14) days of receiving the listing, the parties shall meet to select the arbitrator. An arbitrator shall be chosen through the process of striking arbitrators until one ( 1) remains. The remaining name shall be the arbitrator.

The

order for striking shall be determined by the parties by the flip of a coin. The arbitrator shall have no power to alter, amend, add to, or subtract from the terms of the agreement. The arbitrator' s fees and cost shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs. The decision of the arbitrator shall constitute an award pursuant to the provisions of the Uniform Arbitration Act.

9. Appeal to the District Court: the parties are entitled to appeal the decision of The arbitrator to the Fourth Judicial District Court according to the laws of the State of New Mexico as an award pursuant to the provisions of the Uniform Arbitration Act.

## **Section 37 TAKE- HOME CAR PLAN FOR POLICE OFFICERS, SERGEANTS AND LIEUTENANTS**

### **I. Officer Assigned Vehicle program**

- A. Participation in this program shall be totally voluntary on the part of the officer. However, the right to deny participation in this program for cause is reserved to the Chief of Police.
- B. Any beneficiary of this section 37 may be denied participation in the program regardless of their assignment, if, in the sole discretion of the Chief of Police, such beneficiary's duties or responsibilities will not justify the assignment of a vehicle or if insufficient vehicles are available. A beneficiary's participation in the program may also be denied, revoked or restricted based on preventable accidents due to reasons, within the sole discretion of the Chief of Police. In order to qualify for the program, the beneficiary must reside within fifty-five (55) miles of the city limits of Las Vegas.
- C. Officers volunteering to participate in this program agree to abide by all rules and regulations governing this program.
- D. This program will be reviewed monthly and may be modified at the discretion of the Chief of Police. Should the Chief of Police determine the police department vehicle program is not functional in practice he/ she may terminate this agreement following sixty (60) days prior notice to the Las Vegas Police Officer's Association. During the sixty (60) days, the Las Vegas Police Officer's Association may meet with the City to

attempt to solve any identified problems. If no solution is reached said notice shall be final.

- E. Take-home car privileges may be revoked and or restricted at any time by the Chief of Police. Any for cause suspension/ revocation of vehicle privileges shall not be grievable; however the revocation/ suspension will be given to the employee in writing.

## **II. General Regulations**

- A. Only sworn Las Vegas Police officers or personnel will be permitted to drive the police car. Officers will not presume any special privileges with a Las Vegas vehicle while off duty. As an example, an officer living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking.
- B. Unattended vehicles of off-duty officers must be locked at all times.
- C. Officers shall not operate a city owned vehicle under the influence of any alcoholic beverages and/ or medication that could impair operation.
- D. Officers participating in the officer assigned vehicle program will not be authorized to transport any passenger except for approved Ride-Along. An officer may refuse a ride-along, other than those directed by the Chief of Police or designee. All ride-along shall follow department policy.
- E. The Las Vegas Police department will not utilize vehicles carrying heavy or excessive loads, and will not have objects protruding from the trunk or windows.
- F. During leave of five (5) days or more the Las Vegas Police vehicle will be turned in. The officer will be reassigned the vehicle upon his/her return to the city, or return to normal duty. The vehicle may, at the Commanders discretion, be parked at a substation instead of the police garage at a location deemed suitable.
- G. The Chief of Police, at his/ her discretion may set the maximum amount of miles that a vehicle can be driven per shift.

## **III. Vehicle Operation Regulations:**

- A. All officers assigned a Las Vegas Police Department vehicle will exercise good judgment in utilizing it, and will not drive or use the vehicles so as to create unfavorable comment or reflect discredit on the Department.
- B. Off duty officer: shall not operate a Las Vegas Police department vehicle while off-duty except when driving the vehicle to obtain repairs, routine maintenance, or to wash/ clean the vehicle. Officers shall be appropriately attired and have in his/ her

possession badge, ID and sidearm to effectively perform a police function while, at the same time presenting a favorable image. Officers will wear trousers (slacks or jeans) and a shirt while operating the vehicle; cut-off shorts, t-shirts and tank tops will be considered inappropriate attire. An officer shall notify dispatch upon departure from work to his/her residence and upon departure from his/her residence at work. An officer may be required to respond to a call while en route to or from work.

- C. The safety of passengers rests solely with the officers operating the Las Vegas Police Department vehicle.
- D. Should an officer be required in extenuating circumstances to respond to a felony call while off-duty, the officer is required to handle the call in order to best preserve and handle evidence, and maintain continuity or be the best possible witness, in such cases the officer shall be compensated consistent with Department regulations and this agreement.
- E. Should an officer encounter a citizen committing flagrant or dangerous traffic violations on the way to his/her primary residence following a schedule shift, the officer shall call dispatch and be the best possible witness.

#### **IV. Maintenance Regulations**

- A. In consideration of the take- home car benefit the officer assigned to a Las Vegas Police Department Vehicle shall be fully responsible for seeing that general maintenance, repairs, cleaning and proper care of the vehicle is performed while the officer is off-duty and non-pay status, unless the employees work hours all occur during the time the garage is open. The city shall perform and pay for the maintenance and repairs. Alterations, including, but not limited to, radios, stickers and additions, shall not be made to the vehicle without the prior written approval of the Chief.
- B. Officers will be responsible for the appearance and cleanliness of their vehicles, both interior and exterior.
- C. Officers will wash the vehicles at their own expense and wax it at least once every six months.
- D. A work order must be submitted for other than regular maintenance or service work.
- E. All vehicles will be inspected as needed by the immediate supervisor of the vehicle operator. The inspection will include:
  - 1. Cleanliness- interior and exterior.
  - 2. Maintenance- performed at the proper intervals.



3. Equipment- in good working order.

F. Officers shall at all times drive the vehicle with reasonable prudence in order to maintain it at the highest degree of operating efficiency.

G. Negligence, on the part of the officer, in the car and the operation of the vehicle or failure to follow these procedures, may result in the vehicle being taken away from the officer.

## **Section 38 FILLING OF VACANCIES**

### **A. Interim Appointment:**

1. Interim appointments of regular status classifications shall be appointments for a period of up to six ( 6) months or less. Interim appointments may be extended for a period of up to six ( 6) additional months. Should the Police Department decide to make an interim appointment, it will appoint a qualified employee to a position for a specific period of time. Upon completion of interim appointment, the employee shall return to his/ her former position and pay. Interim appointments assigned to a higher classification will receive a salary adjustment in accordance with the City' s approved Pay and Classification Plan.

### **B. In- house Vacancies:**

1. Should the Police Department decide to fill an in-house vacancy, notice of the vacancy shall be posted in house for five ( 5) calendar days, if there are no qualified in house applicants then it will be posted for an additional five ( 5) calendar days. Any employee who desires to be considered for a vacancy shall present a Letter of Interest to the Chief of Police and the Human Resource Manager. Employees must qualify for the position in order to be considered, and shall not have had any disciplinary action within one ( 1) year. (Not to include verbal or written reprimands).

### **C. Promotions/ Transfers:**

#### **1. Field Services:**

a. To be considered for a Sergeant position, an Officer must have a minimum of four( 4) consecutive years from the employee' s most current anniversary date; of experience as a Police Officer within the Las Vegas Police Department.

b. To be considered for a Lieutenant position, a Sergeant must have two (2) consecutive years from the employee' s most current anniversary date; as a Sergeant with the Las Vegas

Police Department.

2. Investigations/ Narcotics:

- a. To be considered for a Criminal Investigator or Narcotic Agent, an Officer must have a minimum of two (2) consecutive years from the employee's current anniversary date; as a Police Officer with the Las Vegas Police Department.
- b. To be considered for the Sergeant position in Criminal Investigations Section and/ or Narcotics Section, an Officer, Criminal Investigator, or Narcotic Agent must have a minimal of four( 4) consecutive years from the employee's current anniversary date; as a Police Officer with the Las Vegas Police Department.
- c. To be considered for the Lieutenant position of Criminal Investigation Section, a Sergeant must have two ( 2) years experience from the employees most current anniversary date, at the Investigations Section and/ or Narcotics Section, with the Las Vegas Police Department, and must have obtained his/ her New Mexico Law enforcement Academy's Advance Certification I and II.

3. Employees who bid on vacant Investigator/ Agent, Sergeant or Lieutenant Positions will be required to compete for vacant positions. Promotions will be based on the following criteria:

- a. Written examination 50%
- b. Oral examination 50%

The Oral exam will be conducted by two (2) outside Law Enforcement Personnel, ( 1) Human Resource Personnel and two ( 2) inter- departmental Law enforcement Personnel of equal or higher rank.

4. Candidates will be placed on a promotional/ transfer list based on their total scores. A 70% grade on the total of "A", "B", and "C" above) is required as the passing grade. After the completion of five (5) consecutive years with the Las Vegas Police Department each candidate will receive an additional point. After ten (10) years each candidate will receive two (2) points. After fifteen (5) years each candidate will receive three (30) points. In the event of a tie, candidates will be placed in order of seniority within the Department.

5. When a vacancy exists, the top three candidates on the promotional list will be considered for promotion at the discretion of the Police Chief.
6. The promotional lists will remain in effect for six (6) months.

### **Section 39 STAFFING**

- A. It is recognized that it is the right of the Employer to set and determine the number of employees to be employed in each job classification. The Association supports attempts to insure that sufficient personnel and resources are available to accomplish the delivery of timely and safe service to the Citizens of Las Vegas. To insure that this be accomplished the Employer will, whenever possible; maintain a list of qualified persons which can be recommended for hire immediately upon notice of a separation from employment.
- B. The Police Department shall advertise for the position of " Police Officer" as the need arises in order to maintain a current list of qualified applicants through a process determined necessary by the Police Department.

### **Section 40 LABOR MANAGEMENT COMMITTEE**

- A. If during the term of this agreement the parties agree there is a need for a Labor Management Committee such a committee shall be formed as follows:
  1. The committee shall meet at least once per quarter at mutually agreed upon times and places.
  2. The Association and the Employer shall each appoint two members unless otherwise agreed.
  3. The Committee shall be free to address any topic of mutual concerns to the parties.
  4. It is understood and agreed that the outcome of the meetings shall not be considered as constituting a binding agreement of the parties unless specifically so stated in writing.
  5. This committee is not empowered to negotiate or change the collective bargaining agreement.
- B. The Chief of Police or his/ her designee, and a President of the Association may meet as needed at mutually agreed upon times and places to discuss possible conflicts or problems that may arise and try to resolve them at the lowest possible level. By mutual agreement items may be referred to the

Labor Management Relations Committee should such a committee be formed.

#### **Section 41 CITY OF LAS VEGAS AND POLICE DEPARTMENT**

##### **REGULATIONS**

- A. The Department may amend or expand current rules and regulations which directly affect or may affect bargaining unit employees provided provisions of this Agreement or any Memorandum of Understanding signed by the parties are not violated.
- B. The Association President shall be provided a written copy of any and all anticipated amendments to regulations. The Association will be provided an opportunity to respond in writing within seven (7) calendar days of receipt, unless the change is due to an emergency situation.
- C. The City and the Department will make available to each employee a current copy of amended rules and regulations, or policies and procedures for employee use. It is the employee's responsibility to become familiar with such documents.

#### **Section 42 CONTRACT INCLUDES ENTIRE AGREEMENT**

- A. The parties agree that they have had the opportunity to negotiate on all issues introduced for negotiations and it is understood and agreed by and between the parties, hereto, that this Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. The City and the Association may upon mutual agreement and negotiation agree to a Memorandum of Understanding ( MOU), which may change provisions of this contract.
- B. A master copy of the Agreement will be provided to each party and each party is responsible for making and distributing copies to their constituents.

#### **Section 43 SAVINGS CLAUSE**

- A. Should any part of this agreement or any provision contained herein be declared invalid by a District Court of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, either party may request, in writing within thirty ( 30) days of the notice of invalidation, the negotiation of a replacement for the provision held invalid.

**Section 44      TERMS OF AGREEMENT**


This agreement is effective upon full execution of this agreement, and approval by the Las Vegas City Council, and shall remain in full force and effect through June 30, 2024. Negotiations for a successor agreement will occur upon written request by either party to the other party no later than January 15<sup>th</sup> of each successive year after 2024. This agreement may be opened upon written request by either party to the other party no later than January 15, 2023 for one economic and two non-economic items.

In witness hereof, the parties have executed this agreement as of this 16<sup>th</sup> day of February, 2022.

LAS VEGAS POLICE OFFICER'S  
ASSOCIATION:

  
DENNIS LUJAN  
PRESIDENT

CITY OF LAS VEGAS:

  
LOUIE A. TRUJILLO  
MAYOR

  
LEO MAESTAS  
CITY MANAGER

ATTEST:

  
CASANDRA FRESQUEZ  
CITY CLERK

## **PAY SCALE** (REVISED 2022)

|         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| \$18.00 | \$19.04 | \$19.61 | \$20.19 | \$20.79 | \$21.41 | \$22.05 | \$22.71 | \$23.39 | \$24.09 | \$24.81 | \$25.55 | \$26.31 | \$27.09 | \$27.90 | \$28.73 | \$29.59 |
| 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11      | 12      | 13      | 14      | 15      | 16      | 17      |

|         |         |         |         |         |         |         |         |
|---------|---------|---------|---------|---------|---------|---------|---------|
| \$30.47 | \$31.68 | \$32.62 | \$33.59 | \$34.59 | \$35.62 | \$36.68 | \$37.78 |
| 18      | 19      | 20      | 21      | 22      | 23      | 24      | 25      |

**Las Vegas Police Department**

**1214 POLICE OFFICER**

**APENDIX A**

# **PAY SCALE** (REVISED 2022)

|         |         |         |         |         |         |         |         |         |       |         |         |         |         |         |         |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|-------|---------|---------|---------|---------|---------|---------|
| \$28.57 | \$29.42 | \$30.30 | \$31.20 | \$32.13 | \$33.09 | \$34.08 | \$35.10 | \$36.15 | 37.23 | \$38.34 | \$39.49 | \$40.67 | \$41.89 | \$43.14 | \$44.43 |
| 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10    | 11      | 12      | 13      | 14      | 15      | 16      |

|         |         |         |
|---------|---------|---------|
| \$45.76 | \$47.13 | \$48.54 |
| 17      | 18      | 19      |

**Las Vegas Police Department**

**1212 LIEUTENANT**

**APENDIX A**

# **PAY SCALE** (REVISED 2022)

|         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |         |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| \$13.00 | \$14.28 | \$14.70 | \$15.14 | \$15.59 | \$16.05 | \$16.53 | \$17.02 | \$17.53 | \$18.05 | \$18.59 | \$19.14 | \$19.71 | \$20.30 | \$20.90 | \$21.50 | \$22.14 |
| 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11      | 12      | 13      | 14      | 15      | 16      | 17      |

|         |         |         |         |         |         |         |         |
|---------|---------|---------|---------|---------|---------|---------|---------|
| \$22.80 | \$23.48 | \$24.18 | \$24.90 | \$25.64 | \$26.40 | \$27.19 | \$28.00 |
| 18      | 19      | 20      | 21      | 22      | 23      | 24      | 25      |

**Las Vegas Police Department**

**1224 DISPATCHERS/ COMMUNICATIONS SPECIALIST**

**APENDIX B**



# **PAY SCALE** (REVISED 2022)

|         |         |         |         |         |         |       |       |       |       |         |         |         |         |         |         |
|---------|---------|---------|---------|---------|---------|-------|-------|-------|-------|---------|---------|---------|---------|---------|---------|
| \$25.30 | \$26.05 | \$26.83 | \$27.63 | \$28.45 | \$29.30 | 30.17 | 31.07 | 32.02 | 32.98 | \$33.96 | \$34.97 | \$36.01 | \$37.09 | \$38.20 | \$39.34 |
| 1       | 2       | 3       | 4       | 5       | 6       | 7     | 8     | 9     | 10    | 11      | 12      | 13      | 14      | 15      | 16      |

|         |         |         |         |         |
|---------|---------|---------|---------|---------|
| \$40.52 | \$41.73 | \$42.98 | \$44.26 | \$45.58 |
| 17      | 18      | 19      | 20      | 21      |

**Las Vegas Police Department**

**1213 SERGEANT**

**APENDIX A**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF LAS VEGAS AND LAS VEGAS POLICE OFFICER'S**  
**ASSOCIATION**

This Memorandum of Understanding ("MOU") is made on this 1st day of March, 2022 ("Effective Date"), between the City of Las Vegas, a New Mexico home-rule municipality ("City") and the Las Vegas Police Officer's Association ("LVPOA"). The MOU addresses the pay scale rates understanding between the City and LVPOA.

**RECITALS:**

The parties entered into that certain collective bargaining agreement on February 16, 2022 ("Agreement"). In the Agreement, the parties inadvertently round down certain pay plan rates, which resulted in accounting errors. Pursuant to this MOU, the parties agree to round up the following specific items on the pay scale:

Pay Scale for 1224 Dispatchers / Communication Specialists – pay steps beginning at Step 2 shall be increased by 3% each step and rounded up. (pay scale attached)

Pay Scale for 1214 Police Officers – pay steps beginning at Step 2 shall be increased by 3% each step and rounded up. (pay scale attached)

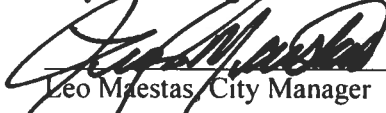
Pay Scale for 1213 Sergeants – pay steps beginning at Step 1 shall be increased by 3% each step and rounded up. (pay scale attached)

Pay Scale for 1212 Lieutenants – pay steps beginning at Step 1 shall be increased by 3% each step and rounded up. (pay scale attached)

Any modification to this MOU shall be made in writing and signed by both parties and their designees. This MOU contains the entire understanding between the City and LVPOA with respect to the subject matter herein, and all prior negotiations, writings, agreements and understandings are merged into and are superseded by this MOU. No statement, promise or inducement made by the City or LVPOA regarding the subject matter of this MOU, either written or oral, which is not contained in this MOU is binding between the City and the LVPOA.

**IN WITNESS WHEREOF**, the parties have signed this MOU as of the Effective Date.

**City of Las Vegas**

  
\_\_\_\_\_  
Leo Maestas, City Manager

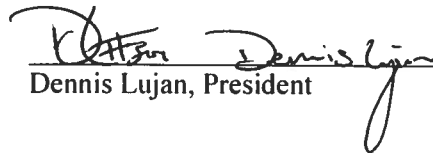
**ATTEST:**

  
\_\_\_\_\_  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency only:

  
\_\_\_\_\_  
Scott Aaron, City Attorney

**Las Vegas Police Officer's Association:**

  
\_\_\_\_\_  
Dennis Lujan, President

FOP CONTRACT 02/16/2022 USING FORMULATED NUMBERS

| DISPATCH/COMMUNICATIONS                   |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|------------|
| 1   | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     | 15     | 16     | 17      | 18      | 19      | 20      | 21      | 22      | 23      | 24      | 25      | DIFFERENCE |
| WITH FORMULA 3% PER CONTRACT AFTER YEAR 1 |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| 13.00                                     | 14.28  | 14.71  | 15.15  | 15.60  | 16.07  | 16.55  | 17.05  | 17.56  | 18.09  | 18.63  | 19.19  | 19.77  | 20.36  | 20.97  | 21.60  | 22.25   | 22.92   | 23.60   | 24.31   | 25.04   | 25.79   | 26.57   | 27.36   | 28.18   |            |
| 27,040                                    | 29,702 | 30,593 | 31,511 | 32,457 | 33,430 | 34,433 | 35,466 | 36,530 | 37,626 | 38,755 | 39,918 | 41,115 | 42,349 | 43,619 | 44,928 | 46,275  | 47,664  | 49,094  | 50,566  | 52,083  | 53,646  | 55,255  | 56,913  | 58,620  | 1,048,589  |
| APPENDIX A POP CONTRACT                   |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| 13.00                                     | 14.28  | 14.70  | 15.14  | 15.59  | 16.05  | 16.53  | 17.02  | 17.53  | 18.05  | 18.59  | 19.14  | 19.71  | 20.30  | 20.90  | 21.50  | 22.14   | 22.80   | 23.48   | 24.18   | 24.90   | 25.64   | 26.40   | 27.19   | 28.01   |            |
| 27,040                                    | 29,702 | 30,576 | 31,491 | 32,427 | 33,384 | 34,362 | 35,402 | 36,464 | 37,544 | 38,667 | 39,811 | 40,997 | 42,227 | 43,472 | 44,720 | 46,051  | 47,433  | 48,838  | 50,294  | 51,792  | 53,331  | 54,912  | 56,559  | 58,261  | 1,048,776  |
| DIFFERENCE                                |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| 0.00                                      | 0.00   | 0.01   | 0.01   | 0.01   | 0.02   | 0.02   | 0.03   | 0.03   | 0.03   | 0.04   | 0.05   | 0.06   | 0.06   | 0.07   | 0.10   | 0.11    | 0.11    | 0.12    | 0.13    | 0.14    | 0.15    | 0.17    | 0.17    | 0.17    | 3,810      |
| POLICE OFFICER                            |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| 1   | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     | 15     | 16     | 17      | 18      | 19      | 20      | 21      | 22      | 23      | 24      | 25      |            |
| WITH FORMULA 3% PER CONTRACT AFTER YEAR 1 |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| 18.00                                     | 19.04  | 19.61  | 20.20  | 20.81  | 21.43  | 22.07  | 22.73  | 23.42  | 24.12  | 24.84  | 25.59  | 26.36  | 27.15  | 27.96  | 28.80  | 29.66   | 30.55   | 31.47   | 32.41   | 33.39   | 34.39   | 35.42   | 36.48   | 37.58   |            |
| 39,312                                    | 41,583 | 42,831 | 44,116 | 45,439 | 46,802 | 48,207 | 49,653 | 51,142 | 52,677 | 54,257 | 55,885 | 57,561 | 59,288 | 61,067 | 62,899 | 64,786  | 66,729  | 68,731  | 70,793  | 72,917  | 75,104  | 77,357  | 79,678  | 82,068  | 1,470,880  |
| APPENDIX A POP CONTRACT                   |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| 18.00                                     | 19.04  | 19.61  | 20.19  | 20.79  | 21.41  | 22.05  | 22.71  | 23.39  | 24.09  | 24.81  | 25.55  | 26.31  | 27.09  | 27.90  | 28.73  | 29.59   | 30.47   | 31.38   | 32.32   | 33.29   | 34.29   | 35.32   | 36.38   | 37.48   |            |
| 39,312                                    | 41,583 | 42,828 | 44,095 | 45,405 | 46,759 | 48,157 | 49,599 | 51,084 | 52,613 | 54,185 | 55,801 | 57,461 | 59,165 | 60,934 | 62,746 | 64,625  | 66,546  | 68,519  | 70,542  | 72,613  | 74,734  | 76,904  | 79,125  | 81,398  | 1,472,648  |
| DIFFERENCE                                |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| 0.00                                      | 0.00   | 0.00   | 0.01   | 0.02   | 0.02   | 0.02   | 0.02   | 0.03   | 0.03   | 0.03   | 0.04   | 0.05   | 0.06   | 0.06   | 0.07   | 0.07    | 0.08    | -0.21   | -0.21   | -0.20   | -0.20   | -0.20   | -0.20   | -0.20   | (1,769)    |
| SERGEANT                                  |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| 1   | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     | 15     | 16     | 17      | 18      | 19      | 20      | 21      | 22      | 23      | 24      | 25      |            |
| WITH FORMULA 3% PER CONTRACT AFTER YEAR 2 |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| 25.30                                     | 26.06  | 26.84  | 27.65  | 28.48  | 29.33  | 30.21  | 31.12  | 32.05  | 33.01  | 34.00  | 35.02  | 36.07  | 37.15  | 38.27  | 39.42  | 40.60   | 41.82   | 43.07   | 44.36   | 45.69   | 47.07   | 48.48   | 49.93   | 51.43   |            |
| 55,255                                    | 56,913 | 58,620 | 60,379 | 62,190 | 64,056 | 65,978 | 67,957 | 69,996 | 72,096 | 74,258 | 76,486 | 78,781 | 81,144 | 83,578 | 86,086 | 88,668  | 91,328  | 94,068  | 96,890  | 99,797  | 102,791 | 105,875 | 109,051 | 112,322 | 2,014,584  |
| APPENDIX A POP CONTRACT                   |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| 25.30                                     | 26.05  | 26.83  | 27.63  | 28.45  | 29.30  | 30.17  | 31.07  | 32.02  | 32.98  | 33.96  | 34.97  | 36.01  | 37.09  | 38.20  | 39.34  | 40.52   | 41.73   | 42.98   | 44.26   | 45.58   | 46.95   | 48.36   | 49.81   | 51.30   |            |
| 55,255                                    | 56,893 | 58,597 | 60,344 | 62,135 | 63,991 | 65,891 | 67,837 | 69,932 | 72,028 | 74,169 | 76,374 | 78,646 | 81,005 | 83,429 | 85,919 | 88,496  | 91,138  | 93,868  | 96,664  | 99,547  | 102,533 | 105,609 | 108,777 | 112,041 | 2,011,137  |
| DIFFERENCE                                |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| -   | 0.01   | 0.01   | 0.02   | 0.03   | 0.03   | 0.04   | 0.05   | 0.03   | 0.03   | 0.04   | 0.05   | 0.06   | 0.06   | 0.07   | 0.08   | 0.08    | 0.09    | 0.09    | 0.10    | 0.11    | 0.12    | 0.12    | 0.13    | 0.13    | 3,427      |
| LIEUTENANT                                |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| 1   | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     | 15     | 16     | 17      | 18      | 19      | 20      | 21      | 22      | 23      | 24      | 25      |            |
| WITH FORMULA 3% PER CONTRACT AFTER YEAR 2 |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| 28.57                                     | 29.43  | 30.31  | 31.22  | 32.16  | 33.12  | 34.11  | 35.14  | 36.19  | 37.28  | 38.40  | 39.55  | 40.73  | 41.96  | 43.21  | 44.51  | 45.85   | 47.22   | 48.64   | 50.10   | 51.60   | 53.15   | 54.74   | 56.39   | 58.08   |            |
| 62,397                                    | 64,269 | 66,197 | 68,183 | 70,228 | 72,335 | 74,505 | 76,740 | 79,043 | 81,414 | 83,856 | 86,372 | 88,963 | 91,632 | 94,381 | 97,212 | 100,129 | 103,133 | 106,227 | 109,413 | 112,696 | 116,077 | 119,559 | 123,146 | 126,840 | 2,274,844  |
| APPENDIX A POP CONTRACT                   |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| 28.57                                     | 29.42  | 30.30  | 31.20  | 32.13  | 33.09  | 34.08  | 35.10  | 36.15  | 37.23  | 38.34  | 39.49  | 40.67  | 41.89  | 43.14  | 44.43  | 45.76   | 47.13   | 48.54   | 50.00   | 51.50   | 53.04   | 54.63   | 56.27   | 57.96   |            |
| 62,397                                    | 64,253 | 66,175 | 68,141 | 70,172 | 72,269 | 74,431 | 76,658 | 78,952 | 81,310 | 83,735 | 86,246 | 88,823 | 91,488 | 94,218 | 97,035 | 99,940  | 102,932 | 106,011 | 109,192 | 112,467 | 115,841 | 119,317 | 122,896 | 126,583 | 2,271,482  |
| DIFFERENCE                                |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |         |         |         |         |         |         |         |         |         |            |
| -   | 0.01   | 0.01   | 0.02   | 0.03   | 0.03   | 0.03   | 0.04   | 0.04   | 0.05   | 0.06   | 0.06   | 0.06   | 0.07   | 0.07   | 0.08   | 0.08    | 0.08    | 0.10    | 0.10    | 0.10    | 0.11    | 0.11    | 0.11    | 0.12    | 3,442      |