

## **ARTICLE 2 - SCOPE OF AGREEMENT**

### **(A) Bargaining Units**

1. The term "employee" as used in this Agreement applies to all Civil Service classified personnel in the work force of the City, excluding: Administrative employees, Confidential employees, employees in other recognized bargaining units, and temporary employees.

The classification titles for both bargaining units shall be paid in the salary grades identified in this Agreement.

2. Persons in the classifications shown in Attachment A are included within the Supervisory Bargaining Unit.

3. Persons in the classifications shown in Attachment B are included within the non-supervisory bargaining unit.

### **(B) New Classification Bargaining Unit Determination**

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

When a new classification is created, the Human Resources Department will make an initial determination if the classification is to be excluded from both Association bargaining units or to which bargaining unit the classification is to be assigned. The Human Resources Department will notify the Association of the decision, in writing, and the Association will have fifteen (15) working days from receipt of the notice to raise an objection. If there is an objection, the Association will proceed as outlined below.

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

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

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

(C) Changes in classification specifications

When there are changes in classification specifications covered by this Agreement, the Human Resources Department shall notify, meet, discuss, and review with representatives of the Association regarding the recommended changes five (5) working days prior to the Civil Service Board meeting agenda being posted.

(D) New Classifications

When a new classification specification which is to be covered by this Agreement is proposed, the Human Resources Department shall notify, meet,

discuss and review with representatives of the Association regarding the proposed new classification and provide a copy of the recommended specifications at least five (five) working days prior to the Civil Service Board meeting agenda being posted.

(E) Salary Grade Assignment and Reassignment

The City's compensation policy recognizes the value of both market data and internal equity in assigning classifications to grades. The methods to be used, and their order of priority, are:

- Market Data - Local government market data is preferred for assigning classifications to grades when available. If not sufficient, the Association will consider market data from the private sector or from outside the local area, provided the Association and the Human Resources Department agree that the jobs are comparable.
- Internal Equity - In conjunction with market data, internal equity will be used to assign classifications to grades. This may consist of comparing the classification under review with others in the same grade, with others in nearby grades, with others in the same or similar job series, and with others in the same reporting line (subordinates and supervisors/managers).

1. Initial Salary Grade Assignment

When a new classification is created, the Human Resources Department will make an initial recommendation of the proposed salary grade assignment in writing. The Human Resources Department will provide the

Association a copy of the recommendations, discuss, and obtain written agreement from the Association representatives. The Association will have fifteen (15) working days from receipt of the notice to raise objections. If there are objections, the Association will notify the City of the dispute and give the City the salary grade proposed by the Association. The City and the Association shall meet and confer and attempt to resolve the disagreement within fifteen (15) working days. This discussion shall take place prior to the filing of any grievance and shall not, in any way, infringe on any right guaranteed to either party.

If disagreement still exists after fifteen (15) working days from the initial notification by the City, the Association may then appeal the determination of the City by filing a grievance at the City Manager level. If there is still a disagreement after the City Manager has issued a decision, either party may file a Notice of Arbitration and proceed to binding arbitration.

## 2. Salary Grade Assignments

During the term of this Agreement, either the City or the Association may request that a specific classification be reassigned to a new salary grade. Any such request must be accompanied by supporting market data and/or internal equity comparisons that demonstrate a specific need for the reassignment of the specific classification. There must be at least a five percent (5%) difference between the supporting data and the classification's current salary grade. The requesting party shall make an initial recommendation of the proposed new salary grade assignment and notify the other (responding) party of the proposal in writing. If there are objections raised within forty-five (45) working days, the responding

party will notify the requesting party of the dispute and give the requesting party the salary grade proposed by the responding party. If there is an objection, the City and the Association shall meet and confer and attempt to resolve the disagreement within fifteen (15) working days. This discussion shall take place prior to the filing of any grievance and shall not, in any way, infringe on any right guaranteed to either party.

If disagreement still exists after fifteen (15) working days from the initial notification by the requesting party, the requesting party may then appeal the issue by filing a grievance at the City Manager level. If there is still a disagreement after the City Manager has issued a decision, either party may file a Notice of Arbitration and proceed to binding arbitration.

F) Within 36 months of approval and execution of this contract, the City of Las Vegas and LVCEA will review all appointive and executive positions to determine the appropriate bargaining units. This provision was part of the original contract.

G) It is understood and acknowledged that many classification specifications have overlapping or common job duties, both with classifications inside and outside the bargaining unit. However, Classification Specifications covered by this agreement shall not be reclassified, reallocated or transferred in their entirety, resulting in movement to any bargaining unit not represented by the LVCEA.

It is understood and agreed that employees in a bargaining unit not represented by the LVCEA, who are on workers compensation status, may be given a light duty or transitional assignment, which would fall within a classification specification represented by the LVCEA. These assignments, which are temporary

in nature, shall be instituted only after notifying the LVCEA in writing. These assignments should not exceed sixty (60) days unless agreed to in writing by the LVCEA President or his designee.

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