Collective Bargaining Agreement

Between

City Of Henderson, Nevada
and
International Association of Firefighters Local 1883;
The Henderson Police Officers' Association
and
The Henderson Police Supervisors Association

October 16, 2013 through December 31, 2015

AGREEMENT
2013-2015

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PREAMBLE:

THIS AGREEMENT is entered into by and between the CITY OF HENDERSON, hereinafter referred to as the City, and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1883, THE HENDERSON POLICE OFFICERS ASSOCIATION AND THE HENDERSON POLICE SUPERVISORS ASSOCIATION hereinafter referred to as the Unions.

The purpose of this Agreement is to achieve and maintain harmonious relations between the CITY and the Unions; to provide for an equitable and peaceful adjustment of differences that may arise; and to establish appropriate level of employee benefits and sustainable funding to provide such benefits.

ARTICLE 1. RECOGNITION:

The CITY OF HENDERSON recognizes the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1883, THE HENDERSON POLICE OFFICERS ASSOCIATION AND THE HENDERSON POLICE SUPERVISORS ASSOCIATION

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hereinafter referred to as the Unions, as the bargaining agents for the classifications listed in their respective individual Agreements for the purpose of collective bargaining as set forth in NRS 288.

ARTICLE 2. EMPLOYEE BENEFIT PLANS

Section 1: Committee Structure

The Unions and their Members will participate in the Benefit Plans provided by the City. These specific plans will be managed by the Self-Funded Insurance Committee (Committee). The plans currently managed by the Committee include medical, dental, vision, life insurance, long-term disability and employee assistance benefits. These plans provide benefits to the City's employees represented by the Unions and all non-represented full time regular employees.

The Committee will consist of eight (8) voting members, equally divided among the non-represented workforce and the Unions. The current voting membership is:

Group	Voting Members
Henderson Police Officers Association	Two
Henderson Police Supervisors Association	One
International Association of Firefighters Local 1883	One
Non-represented Employees	Four

The Committee is governed by the established by-laws that have been approved by the majority vote of the Committee and the City Manager; with the ultimate authority being the Henderson City Council. The Committee will normally meet on a monthly basis to manage the business of providing these benefits.

The Unions agree to participate in the City's Benefit Plans for the term of this agreement through the Committee structure.

Section 2: City of Henderson Monthly Contributions to Fund These Benefits

The City will make a monthly contribution to an internal service fund that is established for the purpose of managing the income and expenses for the benefits identified in Section 1. The Committee will determine the level of benefits and the number of options available for covered employee's consideration. The Committee will normally establish a collective rate for these benefits no later than October of each calendar year.

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Effective January 1, 2013 through December 31, 2013, the City's contribution to the internal service fund for all employees covered by these plans (represented and non-represented) shall be the composite cost of these benefits at each level offered as established by the Committee not to exceed $847.04 per month. The Committee will normally establish the composite rate for these benefits no later than October of each calendar year.

The Committee will also determine the employee contribution at each level of coverage and employees authorize the City to deduct that expense from their bi-weekly earnings.

Effective January 1, 2014 through December 31, 2014, the City's contribution to the internal service fund for all employees covered by these plans (represented and non-represented) shall be $875.00 per month. Additionally, employee monthly contributions for calendar year 2014 will be:

Health Plan of Nevada (HPN)	
Employee Only	$ 47.28
Employee plus Spouse/Domestic Partner	$ 94.23
Employee plus Child(ren)	$ 89.92
Employee, Spouse and Child(ren)	$ 140.47

City Self-Funded (PPO)	
Employee Only	$ 52.53
Employee plus Spouse/Domestic Partner	$ 104.70
Employee plus Child(ren)	$ 99.91
Employee, Spouse and Child(ren)	$ 156.08

Effective January 1, 2015 through December 31, 2015, the City's contribution to the internal service fund for all employees covered by these plans (represented and non-represented) shall be $900.00 per month. Additionally, employee monthly contributions for calendar year 2015 will be:

Health Plan of Nevada (HPN)	
Employee Only	$ 57.40
Employee plus Spouse/Domestic Partner	$ 114.41
Employee plus Child(ren)	$ 109.17
Employee, Spouse and Child(ren)	$ 170.55

City Self-Funded (PPO)	
Employee Only	$ 63.78
Employee plus Spouse/Domestic Partner	$ 127.12
Employee plus Child(ren)	$ 121.30
Employee, Spouse and Child(ren)	$ 189.50

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Section 3: With this Agreement the Unions and the City have modified the previous retirement health savings account structure and City contributions to employees covered by this agreement. A portion of the previous bi-weekly contribution will now be directed to a sub-account within the internal service fund identified in Section 2. The sub-account will be established as quickly as possible after the effective date of this agreement. Employees covered by this Agreement will experience a reduction of their current Vantage Care contribution of twenty dollars ($20.00) each pay period and those resources will be deposited into the sub-account. The purpose of this sub-account is to provide additional resources to the Committee to influence the monthly premium charged to retirees for their on-going insurance and benefit needs. The City commits to a fifteen dollar ($15.00) per pay period contribution for non-represented, non-public safety PERS employees and twenty dollars ($20) per pay period for non-represented public safety PERS employees.

As with all active employees, the Committee will establish the rates charged retirees for all levels of coverage in October of each calendar year for the following calendar year.

(a) Any residual amount of previous health savings account contributions above those required for the sub-account is addressed in each of the Union's individual collective bargaining agreement.

(b) The parties acknowledge that should the City cease to provide employee benefits as defined in this Agreement whether through Council action or legislatively imposed; the contributions to the sub-account will end immediately and that amount would be added to the current City bi-weekly contribution to the Members individual health saving account. Should the City no longer offer the benefits within the Self-funded Benefit Plans, the City will be liable for the maximum negotiated monthly contribution for each employee covered by this agreement, for the purposes of funding a group benefit plan. The City is not required to pay individual employees the maximum negotiated monthly contribution as a form of income.

Section 4: In the event of a Member's death, the CITY will help the beneficiaries complete the necessary life insurance and retirement forms and insure that they are properly signed in order that the beneficiaries will receive any monies due them.

A deceased employee's final paycheck, including wages earned and all payable leave accruals per this Agreement, will be distributed to the beneficiary(s), designated on the employee's City-provided life insurance

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form. If no such beneficiary(s) are identified, the proceeds will be dispersed per the provisions of NRS 281.155.

ARTICLE 3. GRIEVANCE PROCEDURE:

A grievance is defined as any dispute which arises regarding an interpretation, application, or alleged violation of any of the provisions of this Agreement.

The purpose of the Grievance Procedure shall be to settle all grievances between the CITY and the Unions as quickly as possible to insure efficiency and promote employee morale. Should the Unions or the City feel aggrieved, including the claim of unjust discrimination or any matter, adjustment shall be sought.

For the term of this Agreement and the term of subsequent Agreements, the Unions will identify a designated President to act as the lead spokesperson for any disputes covered under this section of this Agreement. Additionally, the Unions will identify a Member of one of their unions to participate in the Step 2 hearing defined below.

Section 1: Any dispute concerning the interpretation or application of an expressed provision of this Agreement shall be subject to this, and exclusive to this grievance procedure.

STEP 1: The designated President from one of the Unions will contact the Human Resources Director and arrange a meeting in an effort to resolve the difference prior to the requirement that the grievance be filed in writing. If after this meeting the issue cannot be resolved, it may be formalized as a written grievance at Step 2. The Human Resources Director or designee may also call for such a meeting and if the issue cannot be resolved, the City may file a written grievance with the designated President.

STEP 2: If a Step 1 is unsuccessful, either party may present a signed written grievance to the other for further adjudication. All grievances must be filed in writing, by the either party within thirty (30) calendar days of the alleged violation of this agreement or the first time a covered employee, the Unions or the City became aware of the alleged violation.

A meeting will be scheduled to review this grievance for possible resolution. The meeting will be held no later than14 calendar days from the receipt of the written grievance by either party. The designated Assistant City Manager and the Union's representative identified for this purpose will conduct a review of the grievance. Both parties will have the opportunity to present the facts as they view them and Assistant City

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Manager and Union designee will have the opportunity to ask questions of the parties and request additional information from agreed to sources.

Upon completion of the meeting, the Assistant City Manager and Union designee will review the information provided and either reach consensus on a decision at that time, or adjourn the meeting until any additional information requested has been delivered. If a consensus decision is ultimately achieved, the Union designee and Assistant City Manager would provide their decision in writing. Within 10 calendar days of the issuance of their decision, the parties may either accept the decision as binding or request arbitration as defined in Step 3 of this grievance procedure. Failure to request arbitration through a written communication to the other party during the 10 calendar day period after the opinion is issued will be viewed as acceptance of the opinion and the matter will be considered resolved.

STEP 3: If a mutually agreeable solution does not occur through the first two steps of this procedure, either party may request that the issue be subject to binding arbitration. An arbitrator would be selected from a panel provided by the American Arbitration Association through alternating strikes from the list until a sole arbitrator remains. The arbitration should be scheduled as quickly as possible.

The Arbitrator's decision shall be final and binding, and the non-prevailing party shall pay the fee and related expenses of the arbitrator. If the public safety unions are responsible for this, the arbitrator's fee would be split equally among the three unions.

The parties shall bear their own expenses for attorneys, court reporters and other related arbitration expenses.

ARTICLE 4. STRIKES:

Section 1: The UNIONS agrees that there shall be no strikes.

Section 2: Despite possible disputes, the UNIONS and their members will continue to furnish efficient fire and police protection to the CITY.

ARTICLE 5. NON-DISCRIMINATION:

Section 1: The CITY and the UNIONS agree there shall be no discrimination against any employee because of race, age, creed, sex, religion, political or personal reason or affiliation. The Americans with Disabilities Act and the

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Family and Medical Leave Act, as amended from time to time, are hereby adopted.

Section 2: It is further agreed that the CITY and the UNIONS will comply with all applicable federal laws and executive orders pertaining to non-discrimination and equal employment opportunities.

Section 4: It is agreed between the CITY and the UNIONS that employees violating this Article will be subject to disciplinary action up to and including termination of employment.

ARTICLE 6. SAVINGS CLAUSE:

Section 1: This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership, or management, of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto, insofar as it is possible for the CITY and the UNIONS to bind their successors.

ARTICLE 7. AGREEMENT SEVERABLE:

Section 1: This Agreement is declared to be severable and if any paragraph, phrase, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement, and those parts not declared void shall be binding upon the parties. The parties agree that, if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof. This Agreement is the entire Agreement of the parties terminating all prior Agreements.

ARTICLE 8. EFFECTIVE DATE

Section 1: This Agreement shall be effective October 16, 2013, and shall remain in full force and effect up to and including December 31, 2015, and during the period of any statutory impasse procedures.

Section 2: In the event either party desires to open negotiations concerning the terms of a successor agreement, written notice of such desire shall be given on or before August 1. 2015.

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Section 3: In the event the parties cannot negotiate a new Contract, the parties shall comply with statutory impasse procedures.

Section 4: Each party reserves its rights as established by Chapter 288 of the Nevada Revised Statutes, as amended.

Execution of this Agreement by the UNION does not waive any rights explicitly set forth in NRS 288.

DATED this 16th day of October, 2013

CITY OF HENDERSON, NEVADA

By: _____
Jacob L. Snow
City Manager

ATTEST:

_____
Sabrina Mercadante, MMC
City Clerk

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1883

By: _____
Dan Pentkowski
President

Henderson Police Officer's Association

By: _____
Norman R. Halliday
President

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Henderson Police Supervisors Association

By: _____
Lieutenant Thomas M. Chiello
President

REVIEWED AND APPROVED AS TO FORM:

By: _____
Josh M. Reid
City Attorney

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DEFINITIONS:

This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the State of Nevada, and all terms used herein which are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

Arbitrator:	An impartial third party chosen in accordance with the provisions of this contract.
Assistant City Manager:	The person designated by the City as the co-hearing officer for Step 2 grievance hearings
Self-Funded Insurance Committee:	A Committee of eight (8) active employees of the City; evenly split between the three (3) public safety unions and the non-represented employees of the City, charged with management of the designated employee benefit plans as defined in the associated by-laws, as approved by the City Manager.
Composite Cost:	The total cost of the employee benefit plans managed by the Committee at each level of coverage. i.e. single coverage, two party coverage, family coverage. This composite cost is established by the Committee annually.
Retirement Health Savings Account:	Individually controlled accounts subject to employer contributions on a per pay period basis, that are used to pay eligible health care expenses when retired.
Sub-account:	A separate account within the internal service fund established to provide the employee benefits identified in this Agreement, established for the purpose of employees collectively pooling their resources to facilitate more favorable pricing for these benefits once retired.
Impact Bargaining:	Collective bargaining requested by the unions when management decisions are made or external legal or

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legislative actions impact mandatory subjects of bargaining as defined in NRS 288.150.

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