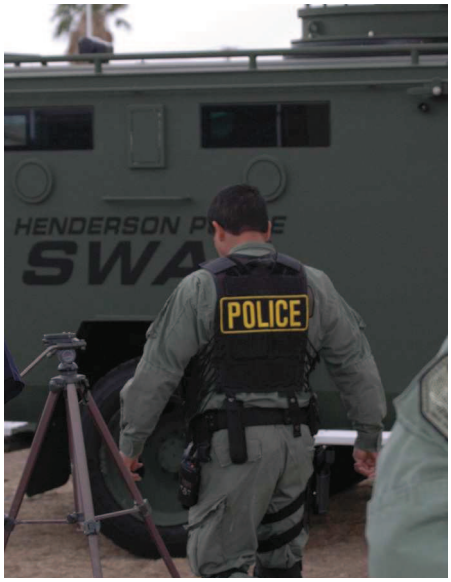

Labor Agreement between the City of Henderson, NV and the Henderson Police Officers' Association

July 1, 2009 - June 30, 2010

A Place To Call Home

2009 Labor Agreement Between

City of Henderson

and the

Henderson Police Officers' Association

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PREAMBLE:

WHEREAS, the CITY is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the CITY and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, and have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the CITY and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the CITY and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the CITY by the statutes of the State of Nevada; and

WHEREAS, the parties have reached an understanding concerning wages, hours and conditions of employment and have caused the understanding to be set out in this Agreement.

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1. RECOGNITION:

The CITY OF HENDERSON (hereinafter referred to as the "CITY") recognizes the HENDERSON POLICE OFFICERS' ASSOCIATION (hereinafter referred to as the HPOA) as the bargaining agent for the classifications listed in this Agreement for the purpose of collective bargaining as set forth in NRS 288.

ARTICLE 2. MANAGEMENT RIGHTS:

Section 1: The CITY and the HPOA agree that the CITY possesses the sole right to operate the Department and that all Management rights remain with those officials. These rights include, but are not limited to:

(a) Hire, direct or transfer employees; except when such assignment or transfer is done as a part of the disciplinary process.

(b) Reduce in force, or lay off any employee because of lack of work or lack of money.

(c) Determine appropriate staffing levels and work performance standards, except for employee safety considerations.

(d) Determine work schedules tours of duty, and daily assignments.

(e) Determine quality and quantity of services to be offered to the public and the means and methods of offering those services.

(f) Determine the content of the workday, including without limitation workload factors, except for employee safety considerations.

(g) Take whatever action may be necessary to carry on its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder.

(h) Manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its employees.

(i) Promote employees and determine promotional procedures, as provided in Title 6 of the Henderson Municipal Code (CITY's Civil Service Rules) and this labor agreement.

(j) Educate and train employees and determine corresponding criteria and procedures.

(k) The CITY shall have such other exclusive rights as may be determined by N.R.S. 288.150 and this labor agreement.

Section 2: The CITY's failure to exercise any prerogative or function hereby reserved to it, or the CITY's exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the CITY's rights reserved herein or preclude it from exercising the same in some other manner not in conflict with the provisions of this Agreement.

Notice: Requirements set forth in this Agreement shall not be deemed as a limitation on the CITY's right to exercise the prerogatives provided by this Article or the Nevada Revised Statutes.

ARTICLE 3. CLASSIFICATION AND REPRESENTATION:

Section 1: The CITY and the HPOA agree that the following classifications are represented by the HPOA :

Police Officer
Corrections Officer

Section 2: Assignment Differential Pay (ADP):

(a) For the period assigned, the employee shall receive assignment differential pay as follows:

	7/1/09	7/1/10
Field Training Officer (FTO)	7%	8%
Department Training Officer	7%	8%
Community Relations Unit	7%	8%
Police Investigator	7%	8%
K-9 Officer	7%	8%
Traffic Unit	7%	8%
Office of Professional Standards	7%	8%
SWAT Team (full-time)	7%	8%
PEAP Officer	7%	8%
Mounted Unit	7 %	8%
Internal Affairs Unit	7%	8%

Problem Solving Unit	7%	8%
Intelligence Officer (Corrections)	7%	8%
Officer-In-Charge (OIC)	7%	8%

New specialized assignments eligible for monetary compensation will be designated as such by the Chief of Police.

(b) Assignment differential pay is a temporary monetary compensation paid to HPOA personnel who are assigned to the assignment categories indicated above. Employees shall receive ADP pay for the duration of their assignment and the elimination of ADP does not constitute a reduction in salary.

(c) The number of required employees serving as an FTO will be based upon the number of projected new hires and the needs of the department. The officer(s) will be assigned as FTO for the seventeen (17) week training rotation. The FTO assignment can be extended by the department on a weekly basis as needed. Those individuals selected as an FTO will receive assignment differential pay as outlined above for the duration of the assignment. The number of FTO's in any given year may fluctuate based upon projected new hires and the needs of the department.

(d) K-9 handlers will receive the equivalent of seven and one half (7.5) hours of compensation bi-weekly per dog, for the at-home care, grooming, transportation, and feeding of the dog.

(e) Officers assigned a take-home motorcycle will receive the equivalent of two and one quarter (2.25) hours of compensation bi-weekly for the off-duty maintenance and care of the motorcycle assigned to them. This pay will cease if the City begins to perform the daily maintenance on the motorcycles.

Section 3: Shift Differential: Those employees who are assigned to shifts whose 51% of regular hours worked fall after 2:00 p.m. shall receive a 4% swing shift differential. Those employees whose 51% of regular hours worked fall after 8:00 p.m. shall receive a 6% graveyard shift differential.

(a) Upon re-assignment, differential pay would cease if no longer applicable. An exception to this policy would be in the case where an employee is injured in the line of duty and whose normally assigned shift is other than days. In such cases, the employee will receive full salary, including shift differential.

(b) Shift differential pay is a temporary monetary compensation paid to HPOA personnel who are assigned to the shifts indicated above. Shift differential shall continue to be paid during vacation leave, sick leave, and any other paid leaves.

(c) Temporary assignments: HPOA Members that are assigned to a shift on a temporary basis will be paid the applicable shift differential for the actual shift they work. For example: a dayshift employee assigned to a graveyard shift will receive graveyard shift differential and a graveyard shift employee assigned to day shift will receive no shift differential. Shift

differential while on vacation or sick leave during this temporary assignment will be paid in accordance with Section 3(b) above.

Section 4: Bilingual Pay: HPOA Members who are eligible for bilingual pay must pass a City of Henderson approved conversational Spanish proficiency examination to receive a premium payment of $80.00 per month. The City will absorb the cost of the exam and the premium pay will begin the first month after the Officer has successfully completed the assessment. The payment will be made in the Officers regular paycheck. Once an Officer has successfully completed the mandatory assessment, they will not be required to complete another exam unless they voluntarily withdraw and then wish to re-enter the program. Should the Officer demonstrate an unwillingness to utilize his Spanish language skills for the benefit of the department, the department may remove the individual from the list and bilingual pay will cease for that individual.

Section 5: Acting Pay: Officers who are directed, in writing, by the Division Commander, Deputy Chief of Police, Chief of Police or designee to temporarily accept the responsibilities of their first-line supervisor (Sergeant) will be awarded acting pay. Acting pay shall be paid a rate ten percent (10%) higher than the HPOA Member's current hourly rate and be in addition to any applicable shift differential and assignment differential if the elevated responsibilities are in a position eligible for an assignment differential.

Section 6: Officer in Charge (OIC): For full shift absences where an Officer is designated as the OIC, they will receive the current assignment differential for that shift. A FTO receiving an ADP is not eligible for an additional ADP when designated as the OIC.

ARTICLE 4. HPOA MEMBERSHIP:

Section 1: HPOA membership shall be at the sole discretion of the employee.

Section 2: HPOA membership shall carry no validity in reclassification of an employee.

Section 3: The HPOA shall evidence in writing to the CITY all current officers of the HPOA representing employees under this Agreement.

ARTICLE 5. WAGES:

Section 1: In lieu of a base wage increase, HPOA Members will receive a lump-sum payment of five hundred dollars ($500.00) which will be included in their July 16, 2009 paycheck.

Section 2: As a final buyout of the Columbus Day holiday being converted to a floating holiday, each HPOA member will receive a lump-sum payment of Two Hundred Eighteen ($218.00) dollars. This payment will be made in the paycheck that includes pay for October 12, 2009. Recruits that begin their employment with the City between July 1, 2009 and October 12, 2009 are not eligible for this payment.

Section 3: For the purpose of calculating steps within the pay ranges, five percent (5%) will be maintained between steps.

Section 4: Effective at the beginning of the 1st pay period after January 1, 2010, Step 10 will be added to the wage schedule. Each HPOA member who has completed one

year or more of service after reaching Step 9 will move to Step 10 at that time. The remaining HPOA Members will continue to be eligible for Step increases on their anniversary date.

ARTICLE 6. LONGEVITY:

In the event any other Labor Agreement with the City of Henderson incorporates and/or reinstates Longevity pay, the HPOA may request to reopen negotiations of the terms of Article 7 Longevity, and such negotiations will commence no later than 30 days after the HPOA's request.

ARTICLE 7. CLOTHING AND PERSONAL EFFECTS ALLOWANCE:

Section 1: Effective July 1, 2009 the CITY shall provide a uniform allowance in the amount of One Hundred Eighty ($180.00) Dollars per month to each full-time HPOA member for the purchase and maintenance of uniforms. Such allowance shall be paid monthly and added to the employee's paycheck.

Effective January 1, 2010 the CITY shall provide a uniform allowance in the amount of One Hundred Ninety Five ($195.00) Dollars per month to each full-time HPOA member for the purchase and maintenance of uniforms. Such allowance shall be paid monthly and added to the employee's paycheck.

Section 2: Uniform standards shall be at the discretion of the CITY and as further specified in the Departmental Rules and Regulations.

Section 3: It is agreed by and between the CITY and the UNION that any employee who leaves employment with the CITY shall reimburse the CITY the pro-rated amount due of those monies referred to under Section 1 and/or Section 5.

Section 4: Upon any changes in the existing police uniform, including but not limited to the addition of clothing, equipment or related items, the party requesting the change shall bear the initial expense. Any changes initiated by the HPOA must receive the approval of the CITY.

Section 5: Upon initial hire, new employees shall receive the same lump sum which is currently equal to the annual allowance in the fiscal year hired, and shall receive the same monthly allowance referred to in Section 1, on those dates set forth in Section 1, as applicable.

Section 6: The CITY shall provide a one time payment of Seven Hundred and Fifty ($750) dollars for those Officers initially assigned to the Traffic unit who are required to ride a motorcycle and those Officers assigned to the Mounted unit who are required to ride a horse. This one time payment is provided to the Officer for the sole purpose of purchasing initial clothing and safety equipment:. This one time payment will be made through the normal payroll process and included in the employee's paycheck. No separate check will be issued.

Section 7: The CITY shall provide a one time payment of Two Hundred ($200) dollars for those Officers initially assigned to the SWAT, K-9, and Bicycle units. This one time payment is provided to the Officer for the sole purpose of purchasing initial clothing and safety equipment. This one time payment will be made through the normal

payroll process and included in the employee's paycheck. No separate check will be issued.

It is understood that any additional uniforms or replacements will be at the employee's expense.

ARTICLE 8. INSURANCE:

Section 1: The HPOA and its Members may choose to participate in the Self-Insured Benefit Plan provided by the CITY. If the HPOA chooses to participate in the plan, the HPOA shall have a minimum of two (2) voting members on the City of Henderson's Self-Funded Insurance Committee (SFIC). The SFIC has been restructured to have an equal number of voting members among those represented by the public safety unions and members of the Management, Professional and Technical pay plans within the City. The by-laws of the Committee are approved by the City Manager with the ultimate authority being the Henderson City Council.

The Self-insured Benefit Plan will provide health insurance, a dental and vision benefit, life insurance, and long-term disability insurance.

If the HPOA chooses to discontinue participation in the City of Henderson insurance plan, the HPOA shall provide a minimum of twelve (12) months written notice of its intent to withdraw from the plan. Such notice must be received by the Chairman of the SFIC no later than December 31st of the year prior to withdrawal, with the actual withdrawal occurring only on December 31st of the following year. Should the HPOA provide notice of its intent to withdraw, such notice will be deemed irrevocable if not retracted by the following March 31st.

Should the HPOA actually withdraw from the Self-funded Benefit Plan, the City will be liable for the maximum negotiated monthly contribution identified below for each HPOA member, regardless of the HPOA member's actual enrolled coverage. If the HPOA withdraws from the City of Henderson Self-Funded Benefit Plan, and joins an alternative benefit trust, the parties will hire a professional actuary to determine the percentage of reserves that can be attributed to the HPOA's participation in the Plan. The cost of this actuarial assessment will be split equally by the HPOA and the Self Funded Benefit Plan through a reduction in the actual asset transfer.

The HPOA agrees to participate in the City's Self-insured Benefit Plan for the term of this agreement.

Section 2: City of Henderson Monthly Contributions:

Effective January 1, 2010, the CITY's contribution to the insurance program for HPOA Members shall be the cost of the insurance to the HPOA Member and their spouse and/or dependents not to exceed $847.03 per month.

Section 3: Should the CITY's contribution be insufficient to cover the total cost of Health and Welfare Insurance, the employee shall authorize the CITY to deduct from his earnings a sufficient amount to cover such deficiency.

Section 4: In the event of an HPOA Member's death, the CITY will help the beneficiaries fill out the necessary forms and insure that they are properly signed in order that the beneficiaries will receive any monies due them.

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

Section 5 The City will continue to make a one percent (1%) of base pay contribution each pay period to a retirement health saving (RHS) account.

ARTICLE 9. SAFETY AND HEALTH:

Section 1: The CITY agrees to provide annually a reasonable physical examination as required by NAC 617 and NRS 617, to all personnel in the HPOA with a copy of the results inserted into the employee's confidential health file. The CITY will allow two (2) hours of on-duty time or pay at straight time to each employee to complete this physical.

Section 2: Smoking is not permitted in CITY facilities or CITY vehicles. An employee will not smoke in public view.

It is understood and agreed to by the parties that upon passage of permissive legislation the CITY will unilaterally implement a "no smoking on paid time" policy without further negotiation.

ARTICLE 10. NON-DISCRIMINATION:

The CITY, the Police Department, and the HPOA agree to fully comply with all Federal, State or local laws and executive orders pertaining to non-discrimination and equal employment opportunities.

All references to an HPOA Member also covers any employee classification represented by this Labor Agreement who is not a dues paying member of the HPOA. It is understood that only dues-paying HPOA members in good standing shall have voting rights for Agreement ratification, or any other rights per HPOA Constitution and By Laws.

ARTICLE 11. ANNUAL LEAVE:

Section 1: Following the first six (6) months of service, twenty (20) hours of annual leave will be credited. Thereafter, annual leave will accrue and be credited on a monthly basis at the established rate according to the employee's years of service as follows:

YEARS OF SERVICE	ANNUAL LEAVE ACCRUAL
Upon completion of first six (6) months of service	20 hours total
Seventh through twelfth month of service	3.33 hours per month (Balance of 20 hours for annual total of 40)

Second year through fifth year of service	10 hours per month (120 hours total)
Sixth through twelfth year of service	13.33 hours per month (160 hours total)
Following completion of twelfth year of service	16.67 hours per month (200 hours total)

Section 2: HPOA employees may accumulate and carry over annual leave up to a maximum of 480 hours, plus accrued bonus days, if applicable. Any annual leave which exceeds the allowed maximum will be forfeited on the last day of the last full or partial pay period charged to the calendar year.

Section 3: HPOA employees with more than one year's service who are terminated for any reason are entitled to payment for unused annual leave up to the allowable maximum accrued.

Section 4: In the case of death of a HPOA employee during their tenure with the CITY, 100% of the employee's unused annual leave shall be paid to the employee's designated beneficiaries as designated on the employee's City-provided life insurance form.

Section 5: Application for annual leave must be approved in advance of taking leave.

Section 6: In exceptional circumstances, employees with one or more years of service may be advanced annual leave, subject to approval of the City Manager or designee.

Section 7: An employee who has taken annual leave beyond that accrued at the time of termination shall make restitution for such leave, either by deduction from any amount owed him/her by the CITY or by cash refund.

Section 8: No annual leave will be paid unless the employee has completed their 1st six (6) months of employment. Probationary employees who wish to use leave in excess of forty (40) consecutive hours, while still on probation, will have their probation extended that amount of time. Employees in Field Training who use leave may have their field training extended on a day-for-day basis.

Section 9: There will be no "pay in lieu of time off" paid for annual leave days, except as authorized by the City Manager or designee.

Section 10: No monthly annual leave benefits will accrue for an employee while on an unpaid leave of absence for 50% or more of the month. If employment ends after the 15th of the month, an additional monthly accrual will be credited to the employee. "Employment ends" is defined as the last day on the City's payroll.

Section 11: It is the employee's responsibility to ensure their annual leave balance does not exceed the maximum allowable accumulated annual leave at the end of the designated calendar year. The CITY will not be responsible for making up any time forfeited at the end of the year that is caused by an individual taking insufficient vacation time.

ARTICLE 12. SICK LEAVE:

Section 1: Sick leave shall accrue at the rate of ten (10) hours per month commencing on the first day of hire into a regular position. HPOA Members shall be paid their current hourly rate for each hour of sick leave used.

Section 2: Sick leave will accrue on an unlimited basis.

Section 3: Upon approval of the Police Chief or designee and Director of Human Resources or designee, sick leave may be used by employees who are:

(a) Incapacitated from the performance of their duties by illness or injury, or

(b) Whose attendance is prevented by public health requirements, or

(c) Who are required to absent themselves from work for the purpose of keeping an appointment with the doctor, or

(d) Who are required to absent themselves from work to personally care for a member of their immediate family in those medical situations which require the employee's prompt attention.

Section 4: With the exception of sick leave depletion, annual leave shall not be used in place of sick leave.

Section 5: HPOA Members who do not become ill on the job shall call in as required by department policy before the beginning of their shift when using sick leave.

Section 6: Any full-time HPOA Member who has exhausted all accumulated sick leave will be granted the use of accrued annual leave, then donated leave. Leave without pay may be granted when all other leaves (annual and sick) are exhausted.

Section 7: HPOA Members covered by this Agreement shall be subject to the following requirements for payment of such leave.

(a) Sick leave requests: Upon return to duty, employees are required to file and sign a sick leave request.

(b) Physician's Certificate of Recovery and Fitness: A certificate of recovery and fitness shall be submitted by all employees upon return to work from any illness that required the use of sick leave for periods longer than three working days.

(c) An HPOA Member who has more than eight (8) incidents of sick leave usage in a twelve (12) month period will be subject to disciplinary action up to and including termination.

(1) Incident of Use (Sick Leave): Any period of continuous absence for the same reason, or the use of sick leave for an individual condition's repeated treatment shall be considered one incident. Use of sick leave for funeral attendance or a scheduled medical/dental appointment shall not constitute an incident of sick leave. An incident will be defined as a period of continuous absence for an item defined in Section 3 of this article no matter

how long that incident lasts. After returning to work, treatment for the same incident that requires continued treatment will not be counted as a separate incident.

(2) Use of sick leave for funeral attendance, a scheduled medical or dental appointment, or leave associated with FMLA will not constitute an incident of sick leave.

(d) HPOA Members shall report to work if recovery of illness is made during the normal work hours. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when an employee is on such leave is considered evidence of abuse of sick leave unless approved in advance in writing by the Department Head or designee. This does not preclude the employee from the ability to vote, attend religious services or engage in other activities, which are constitutionally protected.

Section 8: Probationary employees who use sick leave in excess of forty (40) consecutive hours, while still on probation, will have their probation extended that amount of time. Employees in Field Training who use sick leave may have their field training extended on a day-for-day basis.

Section 9: HPOA Members with one or more years of full-time service, who use no more than the sick leave usage outlined below during the fiscal year shall receive bonus hours of vacation credited in July annually on the following schedule.

0 – 1 day of usage	-	4 days bonus
1.1 – 2 days of usage	-	3 days bonus
2.1 – 4 days of usage	-	2 days bonus

The Family Medical Leave Act no longer mandates that FMLA absences protect bonus days. Therefore FMLA absences will be included when calculating sick leave usage for bonus days.

Section 10: For HPOA Members hired prior to July 1, 1995 with one or more years of service, upon termination for any reason excluding disciplinary termination, sick leave hours accrued shall be computed, based on the employee's base hourly rate and longevity, if applicable, and shall be paid at the rate of seventy-five percent (75%) of the accrued sick leave hours not to exceed eight hundred (800) hours.

(a) In the case of death of an employee hired prior to July 1, 1995 during his tenure with the CITY, 100% of the employee's unused sick leave shall be paid to the employee's designated beneficiaries as designated on the employee's City-provided life insurance form.

(b) For employees hired prior to July 1, 1995, with twenty (20) years of service, upon termination for any reason excluding disciplinary termination, sick leave hours accrued shall be computed, based on the employee's base hourly rate and longevity, if applicable, and shall be paid at the rate of seventy-five percent (75%) of the accrued sick leave hours not to exceed 1600 hours.

(c) An employee, hired prior to July 1, 1995, upon retirement under the provisions of the Nevada Public Employees Retirement System, or an

employee, upon termination from the CITY, who retires under the provisions of the Social Security Act, shall be paid for all accrued unused sick leave not to exceed 1600 hours.

Section 11: For HPOA members hired on or after July 1, 1995:

(a) Effective July 1, 1995, for employees hired on July 1, 1995 or after, with 10 or more years of service, upon termination for any reason excluding disciplinary termination, sick leave hours accrued shall be computed based upon the employee's base hourly rate, and shall be paid at the rate of 50% of the accrued sick leave hours not to exceed 500 hours.

(b) Effective July 1, 1995, for employees hired July 1, 1995 or after, with twenty (20) years or more of service, upon termination for any reason excluding disciplinary termination, sick leave hours accrued shall be computed based upon the employee's hourly rate, and shall be paid at the rate of seventy-five (75%) of the accrued sick leave hours not to exceed 900 hours.

(c) Effective July 1, 1995, employees hired July 1, 1995 or after, with 15 or more years of service, upon retirement under the provisions of the Nevada Public Employees Retirement System, or employees, upon termination from the CITY, who retire under the provisions of the Social Security Act, shall be paid for all accrued unused sick leave not to exceed 900 hours.

(d) Effective July 1, 1995, in the case of death of an employee hired after July 1, 1995, during his tenure with the CITY, 100% of the employee's unused sick leave shall be paid to the employee's designated beneficiaries as designated on the employee's City-provided life insurance form.

ARTICLE 13. OTHER LEAVES:

Section 1: Leave of Absence: Leave of Absence shall be granted as follows:

(a) Upon approval of the City Manager or designee, an employee may be granted an unpaid leave of absence for good and valid reasons up to 90 days. During such leave, the employee will not be eligible for any benefits nor will any annual or sick leave accrue. An employee will not be eligible to earn service credit toward a step increase, completion of probation, qualifying period, seniority, or longevity pay if applicable to the employee.

(b) An employee may be suspended without pay for an indefinite period of time as a result of a criminal complaint in a court of law, in which case the suspension may continue until the matter is adjudicated by a court of competent jurisdiction. If the charges are not sustained, the CITY may still administer discipline if the CITY can substantiate misconduct. Suspension without pay under Section 1 (b) requires an Administrative Hearing and must be approved by the Chief of Police.

Section 2: Jury Duty Leave:

(a) Employees who are called for jury duty will be paid regular pay for time served during their scheduled working hours. All jury duty pay will be retained by the employee.

(b) Those persons called but not selected to serve on the jury or who complete the day's jury duty prior to the end of their normal shift shall report back to work when excused.

Section 3: Administrative Leave: The Chief of Police or designee has the authority to grant administrative leave as deemed necessary.

Section 4: Military Leave: Military leave shall be granted as follows: When an employee enters any branch of the Armed Forces of the United States, whether by enlistment, recall to active duty, selective service, or call to duty from the National Guard or other military reserve unit the following rules shall apply:

(a) The employee shall be given military leave without pay.

(b) During the period of military service the employee shall retain all rights to which he is entitled under the provisions of the Charter of the CITY and under the provisions of the Civil Service Rules, provided that during a period of military leave in excess of thirty (30) days, annual or sick leave credit shall not accumulate.

(c) After the completion of service the employee may be restored to his former position if it appears to the satisfaction of the department head, after such examinations as may appear necessary, that the employee is able to perform his former service to the CITY, provided that the employee makes written application for immediate reinstatement within ninety (90) days after receiving an honorable discharge or release from active duty. The provisions of this subsection shall not apply to any employee receiving other than an honorable discharge.

(d) Persons employed to fill positions becoming vacant under these rules shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning employee to his former position in accordance with subsection (c).

(e) An employee in the HPOA, having a reserve status in any of the regular branches of the Armed Services of the United States or National Guard, upon request to serve under orders for training duty, shall be relieved from their City duties, upon request, to serve under those training orders without loss of pay for a period not to exceed 210 hours in any one calendar year. The employee shall file with the CITY a copy of such orders indicating thereon the date that said duty is to commence and the date duty is to cease. The employee shall receive his regular compensation in addition to his military pay. It is understood that this provision is in accordance with NRS 281.145.

Section 5: Bereavement Leave: Upon the death of an immediate family member, an employee will be granted three (3) workdays of bereavement leave. There is no requirement that these days be used consecutively, as actual funeral services are often delayed due to travel and other logistical issues. In rare circumstances, this timeframe may be extended at the discretion of the

Department Head or their designee. Bereavement leave is independent of other types of leave.

(a) In the event the funeral services are held 400 miles or more from the city limits of Henderson, Nevada, one (1) additional workday of bereavement leave will be granted if the employee is travelling to the funeral services.

(b) Immediate family is defined as spouse, child, mother or step-mother, father or step-father, brother, sister, foster or stepchild, grandchild, grandparent, mother-in-law or father-in-law, or spouse's grandparent, and domestic partner.

Section 6: General Provisions of Family & Medical Leave (FMLA) Act: The CITY agrees to fully comply with the dictates of Public Law 103.3., effective August 5, 1993.

(a) Use of Paid and Unpaid Leave: The CITY shall require the employee to use appropriate accrued paid leave before granting unpaid leave.

The employee is required to attempt to schedule foreseeable leave so as not to unduly disrupt the employer's operations.

The CITY is responsible for determining if paid leave used by an employee counts as FMLA leave, based on information provided by the employee and/or a health care provider.

(b) HPOA members with questions about FMLA are encouraged to consult Risk Management within Human Resources and/or the HPOA.

ARTICLE 14. HOLIDAY PAY:

Section 1: The following days are declared to be holidays for all members of the HPOA:

1.	New Year's Day	January 1st
2.	Martin Luther King Day	Third Monday in January
3.	Presidents Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4th
6.	Labor Day	First Monday in September
7.	Nevada Day	Last Friday in October
8.	Veterans Day	November 11th
9.	Thanksgiving Day	Fourth Thursday in November
10.	Family Day	Friday following Thanksgiving
11.	Christmas Eve	One half shift - December 24th
	40-hour work week/10-hour day	Last 5 hours of shift
	40-hour work week/8-hour day	Last 4 hours of shift
	Corrections/12-hour day	Last 6 hours of shift
12.	Christmas Day	December 25th

and any day that may be designated by the State Legislature and made applicable to local government employers.

Section 2: All full time employees shall receive ten (10) hours of holiday pay at straight time. For those employees that are required to work on the holiday, they will receive

(premium pay) double time for hours worked on their regular shift. Should an employee, work overtime on a holiday, they would be paid for that overtime per the provisions of Article 20 of this Agreement.

(a) For the Correction Facility, a HPOA Member working the holiday will be paid holiday pay as outlined above and the double time (premium pay) for their regular hours on their assigned shift that day.

(b) For the Correction Facility, should the HPOA Member assigned to the eight-hour shift on the holiday work beyond the end of their shift, they would receive the double time (premium pay) for up to ten (10) hours before reverting to overtime at time and one-half.

(c) Graveyard shift employees who start their shift on the day prior to the designated holiday and the majority of their regular hours worked are on the actual designated holiday, will record all their regular hours on the holiday and receive the double time premium pay for all regular hours.

(d) Graveyard shift employees who start their shift on the designated holiday and the majority of their regular hours worked are on the day after the actual designated holiday, will record all their regular hours on the day after the designated holiday and be paid their normal rate of pay for the day.

Section 3: In order to receive holiday pay, the employee must work, be on leave without pay approved in advance by management, be on annual leave, sick leave, or be on a scheduled day off the day preceding and/or following a holiday.

Section 4: Floating Holiday: HPOA members will be eligible for a floating holiday each calendar year, beginning in July 2009 and each January 1st thereafter. The floating holiday will be scheduled in the same manner as annual leave. The floating holiday must be used within the calendar year and cannot be carried over to the following year. If an HPOA member schedules their floating holiday and is then called into work during their normal work hours, they would be paid as if they were working any holiday defined in Section 1.

New employees hired before June 30th of each calendar year will receive a floating holiday upon hire and those hired on or after July 1st will receive a floating holiday the following January.

Section 5: Holiday on a Normal Day Off: Should a holiday fall on the HPOA Members regularly scheduled day off, the Member shall have the option to either bank hours for future time-off with pay or be paid ten hours of holiday pay.

(a) HPOA Members will be allowed to bank holiday hours up to one-hundred and sixty (160) total hours. Holiday hour banks will carryover from year to year and must be utilized prior to termination or retirement. Any hours remaining at termination or retirement will be forfeited. Banked holiday hours must be scheduled in the same manner as annual leave.

(b) In the event of an HPOA Members' death, the CITY shall pay 100% of the Members unused banked holiday hours to the beneficiary(s) as designated in their City-provided Life Insurance form.

(c) In the event an HPOA Member is subject to layoff per the provisions of Article 24 of this Agreement, they would be paid for unused banked holiday hours at the time of layoff.

Section 6: Holiday Staffing: The parties recognize the City's right to determine staffing levels across the Department on designated holidays. When double squad days occur on a holiday and the City does not require both squads to work, one of the two squads will be required to work. Should members of the assigned squad request time off on the holiday and it is granted, vacancies on the assigned squad will be filled by interested officers from the other squad in seniority order.

ARTICLE 15. SHIFT ARRANGEMENT:

Section 1: The work schedule shall consist of four (4) consecutive ten-hour shifts. For members of the Corrections Facility, the work schedules will consist of four consecutive ten-hour shifts or six (6) twelve-hour shifts with one (1) eight-hour shift per pay period. Unless otherwise determined by the CITY, the workweek shall be defined as: from 12:01am Monday through Midnight the following Sunday. For employees working a graveyard schedule that begins on Sunday night and more than fifty percent (50%) of their shift hours fall after 12:01am Monday, they will record their entire shift hours on Monday and follow that process for the remainder of the workweek.

(a) Whenever deviations from regular shift hours are necessary, the supervisor shall provide employees with sufficient notification prior to such deviation. Sufficient notification is deemed to be a minimum of 48 hours. Such notice shall not be required for emergency work.

(b) The CITY reserves the right to alter or temporarily change the work schedule, shift and/or hours of an employee to accommodate:

(1) Initial orientation
(2) Advanced Academy
(3) Police or Corrections Academy
The overtime provisions defined in Article 20 of this Agreement are not applicable to these three schedules
(4) Other operational efficiencies

Should the supervisor fail to provide six calendar days notification of a schedule change in a non-emergency situation, the HPOA Member impacted will be paid time and one half for the 1st shift of the revised schedule. The day of notification is considered the first of day of the six day notification requirement.

Section 2: There shall be no split shifts or split schedules unless covered under Section 1 above.

Section 3: The policy regarding time change during the Spring and Fall shall be as follows:

(a) Employees on a four day work week scheduled to work graveyard shift during the spring time change shall work nine (9) hours but be paid for ten (10) hours.

Employees on a five day work week scheduled to work graveyard shift during the spring time change shall work seven (7) hours but be paid for eight (8) hours.

Employees in the Corrections Facility working a twelve (12) hour shift during the Spring time change shall work eleven (11) hours but be paid for twelve (12) hours.

(b) Employees on a four day work week scheduled to work graveyard shift during the fall time change shall work eleven (11) hours but be paid for ten (10) hours.

Employees on a five day work week scheduled to work graveyard shift during the fall time change shall work nine (9) hours but be paid for eight (8) hours.

Employees in the Corrections Facility working a twelve (12) hour shift during the Fall time change shall work thirteen (13) hours but be paid for twelve (12) hours.

ARTICLE 16. COMPENSATION FOR SERVICE INCURRED ACCIDENTS OR ILLNESS:

Section 1: HPOA members shall be covered by a workers compensation program of the CITY's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

Section 2: HPOA Members who incur injury or illness while performing police duties with an accepted worker's compensation claim, will receive full salary while away from work due to their injury for a period not to exceed 850 hours.

The HPOA Member in exchange for salary continuation will endorse worker's compensation payments received from the Worker's Compensation Administrator back to the CITY.

Any hours that are charged to worker's compensation, up to the 850 hours of salary continuation, will not affect an HPOA Member's sick or annual leave accruals.

Section 3: Upon expiration of the 850 hours of salary continuation, the HPOA Member who continues to receive worker's compensation benefits may elect to use their sick leave, and then annual leave to receive a full salary. In the event the HPOA Member has exhausted all of the above, the CITY may authorize additional paid time at its discretion. The Finance Department will calculate sick and annual leave usage.

Section 4: HPOA Members shall be granted an additional one thousand (1000) working hours as defined in Section 2 hereof, for disabilities incurred in the line of duty involving a deadly weapon. "Deadly weapon" is defined as "a weapon which, from the manner used, is calculated or likely to produce death or serious bodily injury."

Section 5: If, as a result of a licensed physician's evaluation and prognosis, it appears that the HPOA Member will not return to their regular CITY job, the CITY may require a medical separation.

Section 6: In the event the CITY establishes, through an appropriate investigation, that an HPOA Member is abusing their rights under Section 2 herein, the CITY may disallow the salary continuation benefit and the HPOA Member may be subject to discipline, up to and including termination.

Section 7: Before the CITY grants these benefits, the HPOA Member shall comply with reasonable administrative procedures established by the CITY. The CITY may also request, at its option and expense, that the HPOA Member be examined by a physician appointed by the CITY. The examining physician shall provide to the CITY and the HPOA Member a copy of their medical findings and their opinion as to whether or not the HPOA Member is able to perform their normal work duties and/or whatever, if any, work duties the HPOA Member is able to perform or unable to perform. The CITY may further require that such injured HPOA Member make themselves available for light duty work as soon as possible after release by a qualified physician, which may be either CITY or HPOA Member appointed.

(a) Temporary modified duty assignments will be at the sole discretion of the Chief of Police and the City Manager's designee as provided in NRS 288.150 3(c)(2).

(b) HPOA Members on temporary modified duty will not be eligible for out of class pay, except in the case of an emergency.

(c) Overtime will not be authorized for any HPOA Member on temporary modified duty. Exceptions to this will only be authorized if there is a requirement for overtime work in the modified duty assignment or in the case of an emergency.

Section 8: The CITY will comply with the NRS Chapters 616 and 617, and the Nevada Administrative Code for rehabilitation of an HPOA Member with an industrial injury or occupational disease that resulted from employment with the CITY. An injured HPOA Member may be returned to work with the CITY in any available position for which the HPOA Member is qualified and which accommodates the HPOA Member's limitations.

(a) The HPOA Member may be appointed to the position even if there is an existing list for the classification that does not contain the HPOA Member's name.

ARTICLE 17. COMPENSATION FOR NON-SERVICE INCURRED ACCIDENTS OR ILLNESS:

Section 1: An HPOA Member who is incapacitated due to non-service incurred accident(s) or illness shall be entitled to draw their full wage against sick then annual leave accrued to their benefit.

Section 2: Contributions to the Health and Welfare Plan by the CITY shall continue only to the extent of accrued sick or annual leave during the time of absence from work from the CITY. Should the HPOA Member exhaust their paid leave banks and begin

leave without pay per section five (5) of this article, they will be eligible for COBRA coverage through the CITY's Self Insured Benefit Plan.

Section 3: Upon exhausting all available leave, the CITY, at its sole discretion, shall determine whether the HPOA Member shall be retained in their current position and in CITY employment.

Section 4: Temporary Modified Duty: An HPOA Member incapacitated due to an injury or illness that is not work related may, at the option of the CITY, be employed in other work on a job within the CITY which a physician determines the HPOA Member is able to perform. The HPOA Member shall be paid one hundred percent (100%) of the HPOA Member's current base pay, providing no current employee is displaced or laid off as a result of such placement.

(a) The HPOA Member will not be eligible for out of class pay or any Assignment Differential pay while on modified duty for a non-service incurred injury or illness.

(b) Shift differential will be paid based on the modified duty assignment and not on the HPOA Member's shift assignment prior to the injury or illness.

(c) An HPOA Member making the request for temporary modified duty shall submit the request to the Chief of Police or designee with a letter from the physician outlining the restrictions and approximate time the employee could return to full duty.

(d) All requests for temporary modified duty assignments shall be submitted through the chain of command to the Police Chief for approval or denial. After the Chief's decision is made, the request shall be forwarded to Human Resources.

(e) The request for temporary modified duty must be renewed every thirty (30) days. Renewal requests for modified duty must follow the same criteria as contained in Section (c).

(f) The authorization for temporary modified duty can be denied or withdrawn and this action will not be subject to the grievance procedure.

Section 5: The CITY will allow an absence of up to a total of six (6) months, or to the extent the HPOA Member has any type of paid leave available, whichever is greater. If an HPOA Member has less than six months of paid leave available, the HPOA Member must use all of their paid leave to be eligible for extended leave.

ARTICLE 18. PROBATIONARY PERIOD/PROMOTION/TRANSFERS

Section 1: With the exception of temporary positions, the initial appointment of any candidate to a position in the police service shall be conditional upon successful completion of the initial probationary period of not less than eighteen (18) months or more than twenty-one (21) months. Failure to confirm the Officer's regular appointment will result in the Officer's termination.

Section 2: Promotions shall be determined by competitive examination, as follows:

(a) Examination may consist of written, oral, performance, evaluation of training and experience, evaluation of weighted supplemental application form, assessment center and any other examination that is a valid selection instrument, at the discretion of the CITY.

(1) Whenever Assessment Centers are held, the Center will be limited to no more than twelve (12) candidates as determined by written examination from the highest score down. This number may be increased upon mutual agreement between the City and the HPOA.

(b) The Human Resources Director or designee shall prepare and conduct the examinations, which shall contain questions designed to test for job-related qualifications. Such tests shall be formulated on a general competitive basis, and shall not be used to facilitate the promotion of any particular individual.

(c) Notice of examination, to include the reading list, shall be posted in the Police Department at least sixty (60) days prior to the examination date.

(d) In all examinations, a minimum eligibility rating shall be established by the Human Resources Director or designee. Minimum ratings shall also be established for each part of the test. Candidates shall attain at least a minimum rating on each part of the test in order to receive a passing grade or to be rated on the remaining parts of the test.

(e) The final rating shall be determined by adding each portion of the selection process according to assigned weights.

(f) At the conclusion of any examination an eligibility list consisting of the names of persons successfully passing the examination, arranged in order of final ratings received, from the highest passing score to the lowest, shall be prepared and kept available.

(g) Whenever identical ratings are received, names will be arranged in order of date of initial hire. If date of initial hire is identical, names will be arranged in the numerical order on their initial hire list. Priority in respect to the date of initial hire shall be considered only when identical ratings are received.

(h) The entire eligibility list shall be certified and appointments made by the Chief of Police from among the top five (5) names. However, if there are less than two (2) passing scores, the Chief of Police may request that a new examination be given. The name of any person appearing on the eligibility list shall not be removed, unless for cause, until such list has expired. If any person has been certified for appointment five (5) times and has not been appointed, the name of the next person appearing on the eligibility list shall be certified and considered eligible for appointment.

(i) Eligibility lists shall remain in effect for one year from the date of certification. The eligibility list may be extended for an additional period not to exceed six (6) months at the request of the Human Resources Director or designee.

Section 3 Transfers: Police or Corrections Officers who have completed probation may request a transfer to the other classification. The transfer process is defined in

Departmental Policy. An HPOA Member who successfully transfers to the new classification will be paid at the same Step of the wage schedule that they currently hold. The Police Officer who transfers will experience the reduction in their hourly rate at the time of transfer. The Corrections Officer who transfers will experience the increase in their hourly rate at the time of transfer.

ARTICLE 19. OVERTIME PAY:

Section 1: It is the policy of the CITY to keep to an absolute minimum the necessity for any HPOA Member to work in excess of his regularly scheduled tour of duty. When overtime is necessary and is specifically authorized by the Chief of Police or their designated representative(s) the CITY's policy is to pay overtime as delineated herein.

Section 2: For HPOA Members on a four ten hour day work schedule, work in excess of ten (10) hours during one shift or forty (40) hours during one work week shall be considered overtime.

For HPOA Members on a five eight hour day work schedule, work in excess of eight (8) hours during one shift or forty (40) hours during one work week shall be considered overtime.

For HPOA Members in the Corrections Facility, work in excess of their normal scheduled work shift (i.e. twelve hours, ten hours, or eight hours) or eighty (80) hours during one pay period shall be considered overtime.

Overtime shall be defined and compensated as follows:

Section 3: Time and One-half Overtime

(a) Regular Overtime accrues when an HPOA Member is directed to work beyond their regular work shift.

(b) Scheduled Overtime accrues when an HPOA Member is directed to work and is given 48 hours advance notification of the date and time such work will be required.

(1) Any HPOA Member scheduled to work on a regular assigned day off shall be guaranteed four (4) hours work at time and one-half his regular rate of pay. Should the work assigned be completed before the four (4) hour minimum, and the HPOA Member requests to be released, they may do so with supervisory approval and be paid for the actual hours worked.

(2) Any HPOA Member scheduled to work on a regularly assigned work day, but not immediately following his shift, shall be guaranteed one (1) hour work at time and one-half his regular rate of pay.

(c) Court Appearances will be compensable when an HPOA Member is required to appear during his regularly scheduled time off for a scheduled appearance in a proceeding connected with official duties. This does not apply when the HPOA Member is a grievant and for which they are not otherwise compensated.

(1) HPOA Members under Section 3 (c) shall be guaranteed two (2) hours work at time and one-half his regular rate of pay.

(2) HPOA Members under Section 3 (c) who receive a duces tecum subpoena shall be guaranteed three (3) hours work at time and one half their regular rate of pay. Duces tecum shall be paid when evidence with a chain of custody is required. The duces tecum three (3) hour minimum does not provide for additional overtime compensation should the court appearance exceed the three hour timeframe. The additional hour provided for a duces tecum subpoena is not added to actual overtime hours if the three hour minimum is exceeded.

(3) On Duty Court Attendance: HPOA Members subpoenaed to appear on duty as a witness connected with official duties, and who are not party in such proceedings, shall receive their regular pay, providing that all witness fees or pay are returned to the City of Henderson. HPOA Members shall report to work when excused.

(d) Contract Overtime is paid for by a third-party and the duration of the assignment is not subject to the minimum hour requirements defined in 1 & 2 above. If the contracting party provides more than 48-hour notice of the overtime and the overtime is made available prior to 48-hours before the assignment, the overtime will be paid at time and one-half. This will be true even if an HPOA Member actually accepts the overtime less than 48 hours before it begins. Should the contracting party fail to provide 48 hours notice of their requirement, double time will be charged to the contracting party and paid to the HPOA Member working the overtime

(1) All assignments for such overtime will be on a voluntary basis and no HPOA Member will be forced to accept this type of overtime assignment.

(2) Fifteen (15) minutes of overtime will be added to the beginning and end of the contract overtime assignment to compensate for the pre-arrival and shut-down activates associated with such overtime assignments.

(3) Contract overtime will be assigned in a fair and equitable manner.

Section 4: Double Time Overtime

(a) Call-out overtime will accrue when an HPOA Member is not provided 48 hours notice of the required overtime and does not qualify as call-back overtime. Call-out overtime is paid at double the regular rate.

(b) Call-back overtime will accrue when an HPOA Member has completed their regular shift and is not in pay status or on normal days off and is called to return to work and is required to report within twelve (12) hours of that call. Any call that requires immediate reporting is considered call-back overtime and is paid at double the regular rate.

(1) HPOA Members having been called back on a regularly scheduled day off shall be guaranteed four (4) hours work at twice his regular rate of pay. Should the work assigned be completed before the four (4) hour minimum, and the HPOA Member requests to be released, they may do so with supervisory approval and be paid for the actual hours worked with the understanding that the officer will be paid a minimum of three (3) hours at twice their regular rate of pay.

(2) HPOA Members having been called back on a regularly assigned work day shall be guaranteed two (2) hours work at twice their regular rate of pay.

(c) Call-back overtime is PERS eligible compensation, while regular overtime, scheduled overtime, contract overtime, and call-out overtime are not PERS eligible compensation.

(d) Employees hired on or after July 1, 2008 are subject to a different definition of call back per the decision announced on June 18, 2008 by the Public Employees' Retirement Board. (Refer to Article 39)

(e) Contract Overtime: See Section 3 (d)

Section 5: An HPOA Member accruing overtime as stated above shall elect to be paid at the rate upon which the overtime was accrued or to receive compensatory time off in lieu of overtime, which shall be computed at the rate upon which the overtime was accrued.

All compensatory time off will be paid to the HPOA Member at the overtime rate in which it was earned, ninety (90) days after the accrual. There will be no early payments or special checks for the accumulated compensatory time off.

An HPOA member shall request the use of compensatory time in advance. The approval to use compensatory time-off will be based on the staff available to cover the vacancy, the specific operating environment on the requested day(s) and only in rare circumstances will compensatory time off be granted if overtime is required to cover the absence. Exceptions to this overtime exclusion require the approval of the Chief of Police or their designee. The Department Command Staff will strive to accommodate compensatory time off requests whenever possible and understand its obligation under the Fair Labor Standards Act.
HPOA members who are approved for compensatory time-off will not have this time cancelled due to subsequent, unanticipated absences by other HPOA members.

The premium pay of double time for regular hours worked on a holiday as defined in Article 15 are not eligible for compensatory time-off accrual.

(a) All accrued "comp" time on the books will be paid at the overtime rate it was accrued prior to any general pay increases.

(b) Accurate records of overtime shall be kept by the Police Department with proper notification submitted to the Finance Department Payroll Division.

Section 6: Overtime shall be earned and paid in increments of six (6) minutes. Overtime less than six (6) minutes will not be eligible for compensation. Overtime in excess of six (6) minutes will be rounded up to the next highest tenth (10th) of an hour.

Section 7: Stand-by pay will be provided should an HPOA Member be required to stand-by anytime between work shifts, on regular days off, or on holidays. HPOA Members required to standby for the fourteen (14) hours between their regular shifts or the fourteen hours after their last shift will receive one (1) hour of double time. HPOA Members shall be compensated by one (1) hour of double time for each twelve (12) hour period they are required to stand-by. HPOA Members on stand-by shall keep their supervisor and/or the Police Department notified of their location for emergency call-back purposes and must remain fit for duty during these stand-by hours.

(a) Should HPOA Members on stand-by be called back for work, they shall be compensated for a minimum of one (1) hour at double time.

(b) Stand-by periods are defined as:

1) The fourteen hours between shifts and at the end of the last shift of the weekly schedule

2) Twelve hour blocks of time on normal days off beginning at the Members normal starting time on a regular work day.

(c) HPOA Members who are on stand-by and are called back for work will have their stand-by compensation off-set as follows:

1) If the callback overtime is two (2) hours or less, the one hour of stand-by pay will not be paid.

2) If the callback overtime is more than two (2) hours, no stand-by will be paid for two (2) consecutive twelve hour stand-by periods.

Section 8: Travel time to and from work is not compensable per the federal Portal-to-Portal Act.

(a) Out-of-town travel and same day return: Time traveling to and from the airport is considered “home-to-work” time and is not compensable. All other hours associated with this assignment that day would be compensable.

(b) Overnight travel: Travel time is compensable when it occurs during the HPOA Member’s regular work hours. This is true on non-working days as well and would be paid at the appropriate rate of pay which may include overtime payments. The time required for any means of travel outside of normal work hours is not compensable. However, if the HPOA Member is directed to perform work while traveling, this time would be compensable.

ARTICLE 20. RETIREMENT:

Section 1: The CITY and the HPOA agree that all employees shall participate in the Public Employees Retirement System of the State of Nevada, in accordance with the rules of that system.

Section 2: The CITY shall comply with all provisions of NRS 286.421 for the purpose of paying the employee's retirement contribution, but will not pay for the purchase of eligible service.

Section 3: For the term of this Agreement, the CITY agrees to continue to pay one hundred percent (100%) of any contribution to the Public Employees Retirement System (PERS). It is understood that any increase in contributions are made in lieu of equivalent salary increases that may have been negotiated.

ARTICLE 21. EMPLOYMENT STATUS/DISCIPLINARY PROCESS

Section 1: Resignation: A full-time employee who resigns shall submit their resignation in writing to their Department Head and give at least two (2) weeks notice.The City Manager, on the recommendation of the Department Head and the Human Resources Director, with the concurrence of the employee, may shorten or waive the notice period.

Section 2: Probationary Employee (Initial Hire): Is defined as an employee who has not completed the initial eighteen (18) month probationary period of employment and whose appointment has not been confirmed.

(a) Extension of Probation: The period of initial probation may be extended for up to three (3) months upon the recommendation of the Chief of Police and the Director of Human Resources or designee.

(b) Non-Confirmation: Probationary Employees may be non-confirmed at any time during the initial or extended probationary period and such separation cannot be appealed through the grievance procedure of this contract.

Section 3: Regular Employee: Is defined as one who has successfully completed their initial probationary period and whose appointment has been confirmed in a regular position.

Section 4: Unsatisfactory service: A regular employee may be terminated or subject to disciplinary action if their performance or conduct is not satisfactory; if the employee proves unsuited to their work; or if for medical (with a reasonable accommodation) reasons they are no longer qualified for the position.

Section 5: Disciplinary Process:

It is agreed that the CITY has a right to discipline or discharge, in accordance with Henderson Police Department Policies, NRS 289, and City of Henderson Administrative Policies. Discipline or discharge of regular employees is subject to the grievance procedure.

(a) Types of Discipline: Employees who do not correct unsatisfactory conduct or performance, or who commit offenses of such a serious nature as

outlined in Henderson Police Department Policies, NRS 289 and City of Henderson Administrative Policies, are subject to the following:

(1) Suspension: An employee may be suspended with or without pay as a disciplinary measure. Suspension without pay requires a pre-disciplinary hearing and must have the approval of the City Manager.

(2) Demotion: An employee may be demoted as a result of a disciplinary action. Prior to any demotion, an employee shall receive a pre-disciplinary hearing.

(3) Disciplinary Probation: As a form of discipline an employee may be placed back on probation for a period not to exceed six (6) months in an effort to further evaluate and rehabilitate the employee.

(4) Termination: An employee may be terminated as a result of disciplinary action. Prior to any termination, the employee shall receive a pre-disciplinary hearing.

(a) Notification: An employee shall be notified in writing of any disciplinary action that could lead to suspension, demotion, or termination, and shall be afforded the opportunity to meet with the City Manager or designee to discuss the proposed disciplinary action prior to the action being taken. An employee may also respond to the proposed disciplinary action in writing.

Section 6: Abandonment of Post:

(a) An employee absent from duty in excess of three (3) days without satisfactory explanation shall be considered to have abandoned their post and shall be terminated provided that the Chief of Police or designee shall make a reasonable effort to locate the employee.

(b) Reasonable effort to locate an employee shall be satisfied if the Chief of Police or designee sends a certified letter, or similar attempts to the employee at the address shown in the employee's personnel file.

(c) Termination pursuant to this section shall be deemed to be for just cause and shall not be subject to the grievance and arbitration provisions of this agreement.

Section 7: Written notification: Any termination under this article shall be in writing and shall set forth the reasons for such termination.

ARTICLE 22. SENIORITY:

Section 1: Departmental Seniority shall be based on the date of hire as a Police/Corrections Officer with the City of Henderson.

Section 2: Departmental Seniority shall apply to the following:

(a) Departmental Shift Bids - Management retains the right to assign officers with special skills to shifts as required, by seniority. Management has the right to re-examine the status of employees with three or more years of tenure on the same shift and may reassign based on that review. The officer re-assigned will select their choice from the remaining shifts. For the purpose of this Article, the meaning of shifts will be day, swing, or graveyard.

(b) An employee requesting a voluntary transfer from a special assignment will, after reorientation, have the ability to select the shift of their choice.

(b) End of Shift Overtime – At the end of a shift, overtime will be offered per the seniority list on that shift. This process will repeat for each incident of overtime.

(c) Call Out – When call out is needed, the on-duty supervisor will offer call out per seniority of those officers not on annual, sick, or comp time leave. This process will repeat for each incident of call out.

(d) Reduction in Force.

ARTICLE 23. REDUCTION IN FORCE:

This Article, Reduction in Force, and the manner in which it is executed, applies to all HPOA represented positions only.

Section 1: A reduction in force may take place upon approval of the City Council and is defined as any involuntary separation wherein management eliminates a position.

(a) The CITY may eliminate any position.

(b) The CITY will notify the Henderson Police Officers Association prior to any City Council action that relates to a reduction in force.

(c) Notice of at least thirty (30) calendar days will be given to HPOA employees whose positions are eliminated through a reduction in force. In lieu of notice, an equivalent amount of salary, based on the employee's regular work schedule, will be paid to the employee.

Section 2: When a position is eliminated and/or a reduction in force takes place, the following procedure will apply:

(a) All HPOA employees that are serving the twelve month probationary status within the classification that is to be eliminated shall be laid off first.

(b) HPOA employees whose positions are eliminated shall be permitted to exercise his/her CITY seniority to move laterally or downward to a position within the HPOA for which they meet the minimum requirements as determined by the Director of human Resources or his/her designee.

(c) HPOA employees who are not placed in other positions may elect to accept the reduction in force or pursue displacement procedures.

(d) Displacement procedures will take place in the following:

(1) Once a position within a classification has been identified for elimination within a department, the least senior employee in that classification position within the department will be first to be eliminated.

(2) The displaced employee will, in turn, displace the least senior employee in the classification.

(3) If there are no other positions within the classification, the regular employee whose position has been eliminated will displace the least senior employee in the HPOA in any lower paying classification previously held by that regular employee.

(4) An employee who has been displaced as a result of this procedure will have the same rights under Section 2.e.3 as the employee whose position was eliminated.

(5) If the displaced employee does not meet the requirements of the previously held classification due to changes in the classification or employee qualifications, or if the classification no longer exists, the employee's qualifications will be reviewed by the Director of Human Resources or designee to determine if there are other placement options within the HPOA .

(e) Notice of at least 30 calendar days must be given to employees whose positions are to be eliminated through Reduction in Force. In lieu of notice, or less than 30-day notice, an employee shall be paid the amount of salary the employee would have, received based on the employee's regular work schedule, had a 30-day notice been given.

Section 3: Reduction in Force (RIF) Eligibility List Rights.

(a) If displacement options have been exhausted, employees will be placed on a Reduction in Force (RIF Eligibility List for all classifications that they have previously held within the HPOA. Employees will remain of the RIF Eligibility List for that classification for a period of three years, or a period equal to their length of employment, whichever is less.

(b) The RIF Eligibility List will have precedence over all other Eligibility Lists.

(c) Displaced employees on Reduction in Force (RIF) Eligibility Lists will be considered eligible for HPOA in-house recruitment, for positions for which they are qualified, for a period of three years, or a period equal to their length of employment, whichever is less.

(d) If more than one employee is placed on the RIF Eligibility List, the employees will be ranked in order by seniority for each classification previously held. The employee with the most seniority within the classification will have the first option when a position becomes available in that classification.

(e) An employee who is placed in a position from such a RIF Eligibility List may be required to pass a background check and a qualifying period. The employee will be placed at the step closest to the step that he/she was at prior to the RIF.

(f) Employees on RIF Eligibility Lists waive their reinstatement privileges if they fail to respond to a re-employment notice within fifteen calendar days after notice is mailed to the last known address.

Section 4: HPOA employees who resign in good standing from employment in the HPOA may request in writing, within one (1) year after such resignation, that their name be placed upon a rehire list for the classification held upon resignation.

(a) Requests shall be submitted to the Human Resources Director and will require the approval of the City Manager, Human Resources Director, and the former department head before the individual making the request can be placed upon the rehire list for that classification. The individual making the request shall be notified in writing upon approval or denial of request. All decisions of the Human Resources Director will be final.

(b) The rehire list will be utilized in the same manner as an open competitive list and the hiring authority will have the opportunity to conduct selection interviews with individuals from both lists.

(c) Individuals placed on the rehire list will remain on that list for a maximum of one year.

(d) Upon rehire, employees will have their salary set at the current entry level for the classification and serve a probationary period consistent with the current time period for that classification.

(e) Individuals rehired will be subject to the same background procedures currently being utilized for new hires and may be subject to additional testing as deemed necessary by the Human Resources Department.

ARTICLE 24. BULLETIN BOARDS:

Section 1: The CITY shall provide bulletin boards in locations agreeable to both the HPOA and CITY. These locations shall include every full service police station and corrections facility within the City.

Section 2: The bulletin board may be used by the HPOA to post notices of interest to the employees. HPOA further agrees that it will not use the bulletin board for the purpose of disparaging the CITY or its duly authorized representatives or for any purpose other than the announcement of the business activities of the HPOA as they relate to the employees in the HPOA.

Section 3: The CITY agrees to allow the HPOA to use the CITY's e-mail system to keep its members informed of UNION business. The HPOA agrees to maintain an e-mail group so that only members of the HPOA will receive the e-mails and it will not unduly disrupt the day-to-day business of the CITY.

ARTICLE 25. RULES AND REGULATIONS:

Section 1: The HPOA agrees that its members shall abide by, and enjoy such benefits of the rules and regulations of the adopted Civil Service Rules & Regulations of the City of Henderson that are not in conflict with this Agreement, and said rules shall be recognized as a part of this Agreement.

Section 2: Members of the HPOA shall be subject to the rules and regulations of the Henderson Police Department and Detention Bureau Manual where applicable, not in conflict with any specific section, article or provision of this agreement. The CITY shall present to all members of the HPOA copies of the applicable department rules.

Section 3: Copies of any proposed changes to any and all Department Policy Manuals shall be submitted to the HPOA President, or his designee, thirty (30) days prior to the proposed change.

Section 4: Proposed changes to the disciplinary process and matrix, to include class violations, will be negotiated within the full scope of NRS 288 between the HPOA and the City prior to implementing the change.

Section 5: Records Purging. All disciplinary matters will be removed, upon the member's request, from the HPOA Members personnel file at the following times and under the following conditions.

(a) Written Reprimand- 24 months after the date the employee signs or is given the opportunity to sign the adjudication. Any subsequent corrective action of a similar nature shall extend the purging of the original discipline by another 12 months or the purge length of the latest disciplinary action, whichever is shortest.

(b) Minor Suspension (less than 41 hours) - three (3) years after the date the employee signs or is given the opportunity to sign the adjudication. Any subsequent corrective action of a similar nature shall extend the purging of the original discipline by another 24 months or the purge length of the latest disciplinary action, whichever is shortest.

(c) Major Suspension (41 or more hours) - five (5) years after the date the employee signs or is given the opportunity to sign the adjudication. Any subsequent corrective action of a similar nature shall extend the purging of the original discipline by another 24 months or the purge length of the latest disciplinary action, whichever is shortest.

(d) Disciplinary Transfer- two (2) years after the date the employee signs or is given the opportunity to sign the adjudication. Any subsequent corrective action of a similar nature shall extend the purging of the original discipline by another 24 months or the purge length of the latest disciplinary action, whichever is shortest.

Subsequent corrective action is defined as disciplinary action in the same general area of discipline, such as performance, attendance, or rules violations.

It is understood that purging of Internal Affairs files directly associated with the disciplinary actions mentioned above will be purged in like fashion. All files that the CITY and DEPARTMENT maintain will be purged under the same schedule.

Purged documents may be retained by the Department pursuant to any applicable statutory document retention schedules; however, such documents may not be used by the Department for disciplinary purposes in the future. Evidence of purged discipline can only be raised for rebuttal purposes in an administrative hearing if the employee claims he has no disciplinary history or as it pertains to Brady v Maryland 373 U.S. 83 (1963).

ARTICLE 26. LUNCH AND REST PERIODS:

Section 1: Rest Periods: Personnel will be allowed a fifteen (15) minute rest period in the first half of the shift and a fifteen (15) minute rest period in the second half of the shift. For Corrections Officers working a twelve (12) hour shift the two fifteen (15) minute breaks will be combined for one thirty (30 minute break.

Section 2: Lunch Break: Police Officers shall be allowed a lunch period not to exceed one (1) hour. Corrections Officers working a twelve (12) hour shift shall be allowed a lunch period not to exceed one (1) hour. Corrections Officers working a ten (10) hour shift shall be allowed a lunch period not to exceed forty five (45) minutes. Corrections Officers working an eight (8) hour shift shall be allowed a lunch period not to exceed one half (1/2) hour. Personnel will not be called away from their rest or meal periods unless an emergency situation exists. In the event that an employee is called away from his meal period due to an emergency, the supervisor shall make a second meal period available to the employee whenever possible.

Section 3: Employees in the Detention Bureau shall not leave the Police Facility for purposes of lunch breaks. The CITY shall provide the on-duty Corrections Officers with two (2) separate meals as available in the Detention Facility kitchen. Available meal is defined as that which is prepared for the inmates. The City acknowledges that, currently, there are additional food choices being included in the meals as provided. The City and the HPOA agree to work toward providing the available meal at no cost and offering alternative food choices at a nominal fee to cover the City's cost.

ARTICLE 27. PHYSICAL AGILITY TEST:

Section 1: No member of the HPOA shall be required to participate in any physical agility test, except to comply with the requirements for special assignments. Nothing in this Article shall be construed as impacting Article 9, Safety and Health, of this Agreement.

ARTICLE 28. 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 or policy or procedure. A grievance can be filed on discipline with the exception of counseling sessions or verbal reprimands.

The purpose of the Grievance Procedure shall be to settle all grievances between the CITY and the HPOA as quickly as possible to insure efficiency and promote employee morale. Should any employee, group of employees, or the CITY feel aggrieved, including the claim of unjust discrimination or any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustment shall be sought.

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.

(a) It is agreed that the CITY has a right to discipline or discharge employees for just cause. Disciplinary matters, except oral reprimands, shall be subject to the Grievance Procedure. Oral reprimand is defined as a verbal warning which is not placed within the employee's personnel file.

(b) No regular employee shall be discharged except for just cause as defined in Article 22, which shall be subject to the Grievance Procedure. It is understood by and between the parties that this section does not affect the CITY's right to eliminate positions because of layoffs or reductions in force.

All grievances must be filed in writing, with the HPOA Grievance Chairman or designee, within fourteen (14) calendar days from the date that discipline or discharge is imposed.

STEP 1: The HPOA GRIEVANCE COMMITTEE, upon receiving a written and signed request, shall determine if a grievance exists. If in their opinion no grievance exists, the matter will be deemed settled.

RIGHT TO RECORDS: In every case, upon request, the employee or the complainant is entitled to a copy of their statement.

In the event of a grievance, the employee will be entitled to review the summary of the investigation, HPD #76, Supervisor’s Report of Discrepancy, used to make the adverse determination in the case.

The review will be held in the IAB office under the supervision of IAB personnel. The employee will be allowed to take notes.

In the event the grievance authority convenes and requests the file, the Internal Affairs Bureau will present a copy of the HPD #76, Supervisor’s Report of Discrepancy, and any supportive documentation to that authority, which will be the sole property of IAB.

No copy of an IAB case file will be made without a written order of the Chief of Police or the City Attorney’s Office; or, if necessary, for presentation to the grievance authority. Any copies provided will be controlled by IAB.

All Internal Affairs Records are to be kept confidential and under the control of IAB. Information related to an administrative investigation may only be released to the media or outside interests at the direction of the Chief of Police.

STEP 2: If a grievance exists the GRIEVANCE COMMITTEE shall, with or without the physical presence of the aggrieved employee, within thirty (30) calendar days

from the date of receipt of grievance, present a signed written grievance to the Police Chief or designee for adjustment.

STEP 3: The Police Chief or designee shall arrange for such meetings with the GRIEVANCE Chairman and the President or designee and make such investigations as are necessary. The Police Chief or designee shall respond in writing to the GRIEVANCE COMMITTEE Chairman and the President or designee, after the completion of the investigative meetings and within thirty (30) calendar days of their receipt of said grievance.

STEP 4: If a mutually satisfactory settlement cannot be reached at step 3: Within thirty (30) calendar days from receipt of the written response from the Police Chief or designee, the GRIEVANCE COMMITTEE Chairman and the President or designee shall present the grievance, in writing, to the City Manager through the Manager of Employee Relations or Human Resources Director. The City Manager or designee will then make a determination within fourteen (14) calendar days from the date of submission to him/her.

STEP 5: If a mutually satisfactory settlement cannot be reached at step 4 the GRIEVANCE COMMITTEE Chairman and the President or designee or the CITY shall have the right to refer the matter to a mutually agreed upon arbitrator for final determination. The party seeking such final determination must notify the other of its decision in writing within ten (10) working days from the date of the expiration of the fourteen (14) day period for settlement with the City Manager or designee or the grievance shall be deemed withdrawn with prejudice.

STEP 6: In the event the CITY and the GRIEVANCE COMMITTEE Chairman and the President or designee cannot agree within five (5) days after the receipt of the "notice" to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service for the names of seven (7) arbitrators experienced in the field to be arbitrated.

(a) One arbitrator shall be selected by alternately striking names from the list and the dispute shall be submitted to the arbitrator then remaining.

(b) The President or designee shall strike the name of the first arbitrator.

(c) The arbitration hearing shall be conducted under the rules of the Federal Mediation and Conciliation Service.

STEP 7: Jurisdiction of the Arbitrator. The jurisdiction and authority of the arbitrator, opinion and award shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement at issue between the HPOA President or designee and the CITY. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure or to consider any term or condition of employment not expressly set forth within a provision of this Agreement. The Arbitrator shall not hear or decide more than one grievance without the mutual consent of the CITY and the HPOA President or designee. The award, in writing, of the Arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority as specified in this Agreement shall be final and binding.

STEP 8: The Arbitrator's decision shall be final and binding, and the non-prevailing party shall pay the fee and related expenses of the arbitrator. The parties shall bear their own expenses for attorneys, court reporters and other related arbitration expenses.

Section 2: Grievances not filed, processed or responded to within the time limits set forth above and not extended by agreement in writing, shall be deemed waived or admitted, and the grievance shall be irrefutably presumed denied or sustained, as the case may be.

Section 3: Nothing herein shall preclude any employee from discussing his grievance with the GRIEVANCE COMMITTEE or his/her HPOA representative for informal adjustment.

ARTICLE 29. HPOA REPRESENTATION:

Section 1: The CITY agrees to allow six (6) employee representatives of the HPOA to sit at the bargaining table for the purpose of negotiations without loss of pay or deduction from the employee's leave time. If for any reason additional employee(s) are needed for informational purposes, upon agreement by the CITY and the HPOA, said employee(s) will be called in the meeting without loss of pay.

Section 2: The President of the Henderson Police Officers Association, as being the representative of the HPOA, will be given authority to enter the premises of the CITY during any shift for the purpose of investigating working conditions of employees covered by this Agreement, to assist in the settlement of grievances arising under this Agreement, and to post notices relative to the HPOA activities, after notifying the CITY or his supervisor of their presence on the job. It will be required that the HPOA designate for each shift an Executive Board member for the purpose of handling grievances (the President or their designee).

Section 3: The Association President shall receive a copy of all disciplinary actions against members, if member requests.

Section 4: The CITY agrees to provide seven hundred twenty (720) hours per fiscal year for use of the HPOA President or designee to conduct HPOA business, i.e., conventions, seminars, training, lobbying etc.

(a) The President, or his designee, will determine the use of association leave.

(b) The HPOA agrees not to exceed six (6) individual requests for HPOA leave at one time and, under normal circumstances, no two of the five individuals can be from the same shift of the Department unless authorized by the Division Commander. All leave will be approved by the Police Chief or designee.

(c) Approved union leave taken during normal working hours will be considered time worked for the purposes of computing overtime.

Section 5: The Chief of Police or designee and the Human Resources Director or designee shall meet quarterly with representatives of the Henderson Police Officers Association as designated by the HPOA Executive Board. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party.

On-duty time shall be provided for three (3) HPOA representatives, and may be increased if both parties mutually agree.

Section 6: The HPOA shall receive one full time position to perform the duties of Police Labor Relations Liaison. This position shall be held by the President of the HPOA. A change in the President resulting from a resignation, election or other means will be communicated as quickly as possible after such change is known and will become effective no later than the beginning of the second full pay period after the CITY has received the appropriate notification.

(a) The CITY will provide forty (40) hours per week of compensation to the President, with the exception of identified holidays on normal days off, which will result in payments above 40 hours in that given week. The President's normal schedule will be Monday through Thursday, ten (10) hours per day.

(b) The President will be paid at the same step of the Police Officer compensation scale that they have been receiving at the time of their appointment to the full time position.

(c) All benefit plans remain intact and vacation and sick leave accruals are unchanged. The President will utilize annual and sick leave as if they were performing the role of an officer and report their sick and annual leave utilization to the individual responsible for their time entry into PeopleSoft.

(d) The President will return to their previously held position within the Police Department at the end of their full time assignment with the HPOA. It is recognized that there may be a period of training and/or re-acclimation for the President upon their return to regular duties within the Department

(e) Should the HPOA Executive Board request the CITY to assist it with additional loss-time compensation for the President, the CITY will work with the HPOA to provide such compensation through its payroll system. Any additional compensation and associated benefit and tax expenses above that defined in (b) above, will be reimbursed to the CITY by the HPOA. The CITY will invoice the HPOA for such compensation on no less than a monthly basis.

(f) The President's hours under this agreement will not reduce the amount of union leave hours described in Section 4 above of this agreement available to other HPOA designated officers.

(g) The President assigned to this position will receive 7% assignment pay differential.

ARTICLE 30. CHECK-OFF:

Section 1: The CITY agrees to deduct from the paycheck of each employee within the HPOA who has signed an authorized payroll deduction form such amount as has been designated by the HPOA as UNION dues and is so certified by the Treasurer of the HPOA. The HPOA will certify to the CITY, in writing, the current rate of membership dues. The CITY will be notified of any change in the rate of

membership dues thirty (30) days prior to the effective date of such change. The CITY may require the submission of new authorization forms when the Association increases its membership dues.

Section 2: Such funds shall be remitted by the CITY to the Treasurer of the HPOA within one (1) month after such deductions. The employee's authorization for such deduction is revocable at the will of the employee, provided by the law, and may be so terminated at any time by the employee giving thirty (30) days written notice to the CITY and the HPOA or upon termination of employment.

Section 3: The HPOA agrees to indemnify and hold the CITY harmless against any and all claims, suits, orders or judgments brought or issued against the CITY as a result of any action taken or not taken by the CITY under the provisions of this Article.

Section 4: The CITY will not be required to honor any biweekly deduction authorizations that are delivered to the payroll section after the beginning of the pay period during which the deductions should start.

Section 5: The HPOA agrees to refund to the CITY any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

ARTICLE 31. LIABILITY INSURANCE:

Section 1: The CITY shall provide liability protection for every member of the HPOA. The form of such protection shall be via self-funded or private carrier at the discretion of the CITY. The CITY shall indemnify and defend pursuant to the provisions of NRS 41.0349 and NRS 41.0339 respectively.

ARTICLE 32. WARRANTY OF AUTHORITY:

The officials executing this Agreement on behalf of the CITY and the HPOA signatory hereto hereby warrant and represent that they have the authority to act for, bind and collectively bargain in behalf of the organization which they represent, during the term of this Agreement.

ARTICLE 33. SAVINGS CLAUSE:

This Agreement is declared to be severable and if any paragraph, phrase, sentence, 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 provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts of provisions affected.

ARTICLE 34. 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.

Administrative Transfer: Administrative transfers occur to enhance operations, further the department's mission, or improve efficiency and effectiveness. These transfers may also occur when disciplinary action is not warranted but an act compromises the integrity of the individual or unit, and/or the performance of the employee creates an environment where the employee loses effectiveness in the unit.

Appointing Authority: Persons having power by law or by lawfully delegated authority to make appointment to positions, terminate an employee, and other matters relating to their employment.

Arbitrator: An impartial third party chosen in accordance with the provisions of this Agreement.

Base Salary: Remuneration received by the employee in accordance with the rates specified on the salary schedule established by this Agreement.

Bereavement Leave: Leave granted to an employee to attend the funeral for a member of the employee's immediate family as defined by this Agreement.

Call-Back: Call-back overtime will accrue when an HPOA Member has completed their regular shift and is not in pay status or on normal days off and is called to return to work and is required to report within twelve (12) hours of that call. Any call that requires immediate reporting is considered call-back overtime and is paid at double the regular rate

Call-Out: Overtime scheduled with less than forty-eight (48) hours notice or overtime scheduled after the completion of the regular shift or when an employee is on their days off and the employee is NOT required to report for the overtime assignment within twelve (12) hours of the time of the call.

Cause: A factual reason cited by the CITY that is used to issue disciplinary action. Just cause would normally include, but is not limited to, charges of inefficiency, incompetence, insubordination, moral misconduct, habitual tardiness or absenteeism, abuse of sick leave, and violation of published department work rules.

CITY: City of Henderson

City Manager: The person designated as the chief executive officer having final authority by law in all matters relating to employment in the City of Henderson, except as provided for by this Agreement.

Classification: A group of positions which have essentially similar duties and responsibilities, are allocated to the same salary range by this Agreement, and are designated by the same general title.

Classification Seniority: An employee's total length of service within a classification.

Classification Specifications: A written description of the work required of positions in the classification that includes the classification title, definition, authority, essential functions, and minimum or desirable qualifications. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position.

Compensatory Time Off: Time off with pay in lieu of overtime pay

Demotion: Movement of an employee from one classification to a different classification which is on a lower salary grade than the original classification.

Disciplinary Transfers: Disciplinary transfers occur when it is determined that an employee's conduct warrants a transfer as part of discipline. This transfer would be part of the disciplinary process and subject to the grievance process.

Emergency Annual Leave: Leave that may be granted after a request for immediate annual leave that, by the nature of the condition prompting the request, could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy.

FLMA (Family Medical Leave Act): The U.S. Family and Medical Leave Act of 1993 outlines the family care and medical conditions under which an employee may take time off for a limited time period, with job protection, provided the employee returns to work.

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

(a) the masculine gender includes the feminine and neuter genders;
(b) the singular number includes the plural number, and the plural includes the singular;
(c) the present tense includes the future tense.

The use of a masculine noun in conferring a benefit or imposing a duty does not exclude the female person from that benefit or duty. The use of a feminine noun or pronoun in conferring a benefit or imposing a duty does not exclude a male person from that benefit or duty.

Grade: A term used to designate a salary range to which one or more classifications may be allocated.

Holiday: A day set aside for the special observance of a memorable event or occasion.

Immediate Family: An employee's spouse, child (natural, foster, step or one for which the employee is acting in loco parentis), mother or step-mother, father or step-father, brother, sister, foster or stepchild, grandchild, grandparent, mother-in-law or father-in-law, or spouse's grandparent, and domestic partner.

Incident of Use (Sick Leave): Any period of continuous absence for the same reason, or the use of sick leave for an individual condition that requires repeated treatment. Use of sick leave for funeral attendance or a scheduled medical/dental appointment shall not constitute an incident of sick leave.

Job-Related Disability: Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 616 and 617.

Merit Increase: Salary increase between steps of a given salary range, based on performance as identified in the employee's annual appraisal, allowing for steady progress from the minimum to the maximum of the grade.

Negotiations: The process of collective bargaining between the CITY and the UNION that culminates in an agreement between the CITY and the UNION.

Normal Work Day: The hours normally required for an employee to work any one day or one shift pursuant to the terms of this contract Agreement.

Normal Work Week: An employee's normal work week will be as designated depending upon work site and classification assignment.

NRS 288: Nevada Statue that provides for negotiations, discussions and resolution of differences regarding wages, hours, and conditions of employment."

Probationary Employee (Initial Hire): An employee who has not completed the initial eighteen (18) month probationary period of employment and whose regular appointment has not been confirmed. Probationary employees may not appeal separation from CITY employment for performance or disciplinary reasons through the grievance procedure of this contract.

Promotion: A change of an employee from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the employee or reallocation of the position. Such advancement carries more responsibility and an increased salary. An employee on probationary or qualifying period status is not eligible to apply for closed promotional positions.

Qualifying Period: A regular employee appointed, transferred, or promoted to a non-temporary classified position in the City of Henderson may be required to serve a qualifying period of not less than six (6) months or more than nine (9) months prior to confirmation of the appointment.

Regular Employee: One who has successfully completed his initial probationary period or qualifying period and whose appointment has been confirmed in a regular position.

Retraction: The process by which CITY management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an employee, from CITY files.

Salary Range: The minimum and maximum base salaries which may be paid to an employee working in a classification in accordance with the salary grade to which the classification is allocated.

Salary Schedule: The step, grade, and range structure for allocation of classifications as established by this Agreement.

Salary Step: An increment within a salary grade which designates a specific pay rate.

Schedule: The days of the week that an employee is normally assigned to work in any normal work week.

Service Date (Anniversary Date): Usually the actual date of hire, an employee's service date is that date which reflects the length of continuous active employment with the City of Henderson. For purposes of determining seniority, or other matters associated with length of active employment, the service date shall be adjusted to accommodate any period of leave without pay in excess of thirty (30) calendar days. Prior service periods of employment will not be used in the calculation of service date.

Shift: The hours which an employee is normally scheduled to work on any normal work day.

Step Increase: A salary increase from one step of a given salary range to the next step of the salary range, marking a steady progress from the minimum of the grade to the maximum. Step increases are awarded on the basis of merit.

Suspension: A temporary removal from work status, with or without pay, resulting from, or pending, disciplinary action.

Termination: The separation of an employee from employment with the City of Henderson.

UNION: HPOA (Henderson Police Officers' Association)

ARTICLE 35. DURATION OF AGREEMENT:

Section 1: This Agreement, dated this 24th day of August, 2009, shall be effective during the 2010 fiscal year and shall remain in full force and effect until such time as a new Agreement is negotiated or until statutory impasse procedures have been exhausted, whichever occurs sooner, subject to the continued representation of the HPOA by the Henderson Police Officers Association.

Section 2: Notice of desire to negotiate:

(a) In the event either party desires to open negotiations concerning a subject which would require the budgeting of money by the CITY, written notice of such desire shall be given on or before February 1, 2010.

(b) In the event either party desires to open negotiations concerning a subject which would not require the budgeting of money by the CITY, written notice of such desire shall be given on or before February 1, 2010.

Section 3: In the event the parties cannot negotiate a new Agreement, it is agreed that 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.

CITY OF HENDERSON, NEVADA

By: Mark T. Calhoun
Mark T. Calhoun, P.E.
City Manager

ATTEST:

Monica Martinez Simmons, CMC
City Clerk

HENDERSON POLICE OFFICERS' ASSOCIATION

By: Gary Hargis
Gary Hargis, President

APPROVED FOR SIGNATURE:

By:
Elizabeth Quillin
City Attorney

Memorandum of Agreement
Between
The City of Henderson and the
Henderson Police Officers' Association
May 17, 2010

Issue: Three (3) year Extension of the HPOA Collective Bargaining Agreement

The parties have agreed to extend the current collective bargaining agreement through June 30, 2013. The terms of this extension are:

1. All considerations for wages and benefits will remain in effect with no additions or changes to those outlined in the current agreement.

2. Both parties agree to a wage and benefit re-opener for the fiscal year beginning July 1, 2012, where base wage rates and the City's contribution to employee benefit plans within Article 8 may be open for negotiations per the provisions of NRS 288.

3. Amend Article 35 Section 1 to reflect that the agreement, with this extension, shall be effective July 1, 2010.

4. Amend Article 35 Section 2(a) and (b) to reflect either party desiring to open negotiations provide written notice of such desire on or before February 1, 2013.

City of Henderson, Nevada

Mark T. Calhoun, P.E.
City Manager

Henderson Police Officers' Association

Gary Hargis
President

ATTEST:

Monica Martinez Simmons, MMC
City Clerk

Memorandum of Agreement
Between
The City of Henderson and the Henderson Police Officers' Association
July 10, 2012

Issue: Extension of the current Collective Bargaining Agreement between the HPOA and the City of Henderson

The parties have agreed to extend the current collective bargaining agreement through June 30, 2014. The terms of this extension are:

ARTICLE 14. HOLIDAY PAY:

Section 1: The following days are declared to be holidays for all members of the HPOA:

1.	New Year's Day	January 1st
2.	Martin Luther King Day	Third Monday in January
3.	Presidents Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4th
6.	Labor Day	First Monday in September
7.	Nevada Day	Last Friday in October
8.	Veterans Day	November 11th
9.	Thanksgiving Day	Fourth Thursday in November
10.	Family Day	Friday following Thanksgiving
11.	Christmas Eve	~~One half shift~~ – December 24th
	~~40 hour work week/10 hour day Last 5 hours of shift~~	
	~~40 hour work week/8 hour day – Last 4 hours of shift~~	
	~~Corrections~~	~~Last 6 hours of shift~~
12.	Christmas Day	December 25th

and any day that may be designated by the State Legislature and made applicable to local government employers.

Section 2: All full time employees shall receive ten (10) hours of holiday pay at straight time. For those employees that are required to work on the holiday, they will receive (premium pay) of double time for hours worked on their regular shift. Should an employee, work overtime on a holiday, they would be paid for that overtime per the provisions of Article 19 of this Agreement.

(a) For the Correction Facility, a HPOA Member working the holiday will be paid holiday pay as outlined above and the double time (premium pay) for their regular hours on their assigned shift that day.

(b) For the Correction Facility, should the HPOA Member assigned to the eight-hour shift on the holiday work beyond the end of their shift, they would receive the

double time (premium pay) for up to ten (10) hours before reverting to overtime at time and one-half.

(c) Graveyard shift employees who start their shift on the day prior to the designated holiday and the majority of their regular hours worked are on the actual designated holiday, will record all their regular hours on the holiday and receive the double time premium pay for all regular hours.

(a) Graveyard shift employees who start their shift on the designated holiday and the majority of their regular hours worked are on the day after the actual designated holiday, will record all their regular hours on the day after the designated holiday and be paid their normal rate of pay for the day.

Section 3: In order to receive holiday pay, the employee must work, be on leave without pay approved in advance by management, ~~or~~ be on annual leave, sick leave, or be on a scheduled day off the day preceding and/or following a holiday.

Section 4: Floating Holiday: HPOA members will be eligible for ~~a~~ **two (2)** floating holidays each calendar year, beginning ~~in July 2009~~ **January 1, 2013** and each January 1st thereafter. The floating holiday will be scheduled in the same manner as annual leave. The floating holiday must be used within the calendar year and cannot be carried over to the following year. If an HPOA member schedules their floating holiday and is then called into work during their normal work hours, they would be paid as if they were working any holiday defined in Section 1.

New employees hired before June 30th of each calendar year will receive ~~a~~ **two (2)** floating holidays upon hire, ~~and~~ those hired on or after July 1st, **but before November 1st**, will receive ~~a~~ **one (1)** floating holiday **upon hire. New Employees hired on or after November 1st will receive two (2) floating holidays** the following January.

Section 5: Holiday on a Normal Day Off: Should a holiday fall on the HPOA Members regularly scheduled day off, the Member shall ~~have the option to either~~ bank hours for future time-off with pay ~~or be paid ten hours of holiday pay~~.

(a) HPOA Members will be allowed to bank **an unlimited number of** holiday hours **for the term of this extension.** ~~up to one hundred and sixty (160) total hours~~. Holiday hour banks will carryover from year to year and must be utilized prior to termination or retirement. Any hours remaining at termination or retirement will be forfeited. Banked holiday hours must be scheduled in the same manner as annual leave.

(b) In the event of an HPOA Members' death, the CITY shall pay 100% of the Members unused banked holiday hours to the beneficiary(s) as designated in their City-provided Life Insurance form.

(c) In the event an HPOA Member is subject to layoff per the provisions of Article 23 of this Agreement, they would be paid for unused banked holiday hours at the time of layoff.

Section 6: Holiday Staffing: The parties recognize the City's right to determine staffing levels across the Department on designated holidays. When double squad days occur on a

holiday and the City does not require both squads to work, one of the two squads will be required to work. Should members of the assigned squad request time off on the holiday and it is granted, vacancies on the assigned squad will be filled by interested officers from the other squad in seniority order.

ARTICLE 22. SENIORITY:

Section 2: Departmental Seniority shall apply to the following:

(a) Departmental Shift Bids - Management retains the right to assign officers with special skills to shifts as required, by seniority. Management has the right to re-examine the status of employees ~~with three or more years of~~ tenure on the same shift and may reassign based on that review. The officer re-assigned will select their choice from the remaining shifts. For the purpose of this Article, the meaning of shifts will be day, swing, or graveyard.

City of Henderson, Nevada

Jacob L. Snow
City Manager

ATTEST:

Sabrina Mercadante, CMC
City Clerk

Henderson Police Officers' Association

Norman R. Halliday
President

Memorandum of Agreement
Between
The City of Henderson and the Henderson Police Officers' Association
April 21, 2015

Issue: Two-year extension of the current collective bargaining agreement and all applicable memorandums of understanding; expiring June 30, 2016.

The parties have agreed to extend the current collective bargaining agreement and all applicable memorandums of understanding; expiring June 30, 2016.
The terms of this extension are:

Article 5. Wages:

1. **Effective the first pay period that includes July 1, 2014, employees covered by this agreement will retroactively receive a one and one-half percent (1.5%) base wage increase.**

2. **Effective the first pay period that includes July 1, 2015, employees covered by this agreement will receive a two and one-half percent (2.5%) base wage increase.**

3. **Upon City Council approval of this contract extension, the following additions to the current Police Officer wage schedule will be enacted. These additions include three (3) five percent (5%) entry-level steps preceding the previous Step 1 of the current Police Officer wage schedule to address new hires.**

    a. **Step 1 (academy recruit with no bachelor's degree, honorably discharged veteran status or current Nevada Post Category I Certification) hourly rate = $23.087**
        i. **With Retroactive Increase Effective July 1, 2014 – 23.433**
        ii. **Effective July 1, 2015 – $24.019**
    b. **Step 2 (academy recruit with bachelor's degree, honorably discharged veteran status or current Nevada Post Category I Certification) or normal 12-month step progression from Step 1 – $24.241**
        i. **With Retroactive Increase Effective July 1, 2014 – $24.605**
        ii. **Effective July 1, 2015 – $25.220**
    c. **Step 3 (academy recruit with bachelor's degree, honorably discharged veteran status or current Nevada Post Category I Certification) or normal 12-month step progression from Step 2 – $25.453**
        i. **With Retroactive Increase Effective July 1, 2014 – $25.835**
        ii. **Effective July 1, 2015 – $26.481**

    The current ten (10) Step wage schedule will be converted to a thirteen (13) Step wage schedule. Current employees will move to the appropriate Step in the new

wage schedule (same hourly rate) and their next Step increase date will not be impacted by this realignment.

4. **Upon City Council approval of this contract extension, the following additions to the current Corrections Officer wage schedule will be enacted. These additions include three (3) five percent (5%) entry-level steps preceding the previous Step 1 of the current Corrections Officer wage schedule to address new hires.**

    a. **Step 1 (academy recruit with no bachelor's degree, honorably discharged veteran status or current Nevada Post Category III Certification) hourly rate = $22.531**
        i. **With Retroactive Increase Effective July 1, 2014 – $22.869**
        ii. **Effective July 1, 2015 – $23.440**
    b. **Step 2 (academy recruit with bachelor's degree, honorably discharged veteran status or current Nevada Post Category III Certification) or normal 12-month step progression from Step 1 – $23.657**
        i. **With Retroactive Increase Effective July 1, 2014 – $24.012**
        ii. **Effective July 1, 2015 – $24.612**
    c. **Step 3 (academy recruit with bachelor's degree, honorably discharged veteran status or current Nevada Post Category III Certification) or normal 12-month step progression from Step 2 – $24.840**
        i. **With Retroactive Increase Effective July 1, 2014 – $25.213**
        ii. **Effective July 1, 2015 – $25.843**

    The current ten (10) Step wage schedule will be converted to a thirteen (13) Step wage schedule. Current employees will move to the appropriate Step in the new wage schedule (same hourly rate) and their next Step increase date will not be impacted by this realignment.

5. **The retroactive increase to July 1, 2014, will be applicable to active employees in classifications covered by this agreement upon City Council approval of this Agreement. However, should an employee previously covered by this Agreement have been promoted to Sergeant, they would receive the retroactive increase from the pay period including July 1, 2014, until the effective date of their promotion.**

6. **For the purpose of calculating steps with the pay ranges, five percent (5%) will be maintained between steps.**

7. **Assignment to Step 1 through Step 3 of the wage schedule will be determined by the Chief of Police in consultation with the Human Resources Director.**

Article 7. Clothing and Personal Effects Allowance

Section 1: **Effective July 1, 2015, the CITY shall provide a uniform allowance in the amount of One Hundred Seventy Five ($175.00) Dollars per month to each full-time HPOA member for the purchase and maintenance of uniforms. Such allowance shall be paid monthly and added to the employee's paycheck.**

Section 5: Upon initial hire, new employees shall receive **an advance of** the same lump sum which is currently equal to the annual allowance in the fiscal year hired, and **after 12 months of employment** shall **begin to** receive the same monthly allowance referred to in Section 1, on those dates set forth in Section 1, as applicable.

Article 20. Retirement:

Section 1: The CITY and the HPOA agree that all employees shall participate in the Public Employees Retirement System of the State of Nevada, in accordance with the rules of that system.

Section 2: The CITY shall comply with all provisions of NRS 286.421 for the purpose of paying the employee's retirement contribution, but will not pay for the purchase of eligible service.

Section 3: ~~For the term of this Agreement, the CITY agrees to continue to pay one hundred percent (100%) of any contribution to the Public Employees Retirement System ("PERS"). It is understood that any increase in contributions are made in lieu of equivalent salary increases that may have been negotiated.~~ **Effective July 1, 2015, increases in mandatory contributions to the Public Employees Retirement System (PERS) for employees covered by this Agreement will be split evenly between the employee and the City.**

City of Henderson, Nevada

Bristol S. Ellington
Interim City Manager

Henderson Police Officers' Association

Kenneth R. Kerby
President

ATTEST:

Sabrina Mercadante, MMC
City Clerk