

**LABOR AGREEMENT  
BETWEEN  
CITY OF HENDERSON, NEVADA  
AND  
HENDERSON POLICE SUPERVISORS ASSOCIATION  
JULY 1, 2008 THROUGH JUNE 30 2011**

**AGREEMENT  
2008 - 2011  
HENDERSON POLICE SUPERVISORS 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"), and the Police Department (hereinafter referred to as the "DEPARTMENT") recognizes the HENDERSON POLICE SUPERVISORS ASSOCIATION (hereinafter referred to as the "HPSA"), 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 HPSA 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, classify, assign, or transfer HPSA Members; except when such assignment or transfer is done as a part of the disciplinary process.
- (b) Reduce in force, demote, or lay off any HPSA Member because of lack of work or lack of money.

- (c) Determine appropriate staffing levels and work performance standards, and the means and methods by which operations are conducted, except for HPSA Member safety considerations.
- (d) Determine work schedules, tours of duty, daily assignments, standards of performance, and/or the services to be rendered.
- (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 HPSA Member 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 HPSA Members.
- (i) Promote HPSA Members and determine promotional procedures, as provided in Title 6 of the Henderson Municipal Code (City of Henderson Civil Service Rules) and this Labor Agreement.
- (j) Educate and train HPSA Members 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.
- (l) 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 HPSA agree that the following classifications are represented by the HPSA:

Police Sergeant  
Police Lieutenant  
Corrections Sergeant  
Corrections Lieutenant

**Section 2: Assignment Differential Pay:**

- (a) For the period assigned, HPSA Members shall receive assignment differential pay (ADP) as follows:

Acting Pay	10%
Administrative Sergeant and Administrative Lieutenant	6%
K-9 Sergeant	6%
Investigative Sergeant and Lieutenant	6%
Office of Professional Standards, Sergeant and Lieutenant	6%
Field Training Sergeant (FTS)	6%
SWAT Sergeant and Lieutenant	6%
Training Sergeant and Lieutenant (Police/Corrections)	6%
Motorcycle Sergeant and Lieutenant	6%
PSU/CRU Sergeant and Lieutenant	6%
Intelligence Sergeant and Lieutenant	6%

If determined as necessary by the Chief of Police, new specialized assignments requiring a Sergeant and/or Lieutenant for supervision will receive ADP of 6%. Effective the pay period that includes July 1, 2009, the ADP will be increase to seven percent (7%). Effective the pay period that includes July 1, 2010, the ADP will be increase to eight percent (8%).

- (b) Assignment differential pay is a temporary monetary compensation paid to HPSA Members who are assigned to the assignment categories indicated above. ADP assignments are not promotional and therefore, no property rights exist. Employees shall only receive ADP pay for the duration of their assignment and the elimination of an ADP does not constitute a reduction in salary as defined in NRS 289.010.
- (c) The number of required employees serving as an FTO Sergeant will be determined in each six (6) month period based upon the number of projected new hires and the needs of the department. Those individuals selected as an FTO Sergeant for that six month period will receive the appropriate ADP as defined in Section 2 (a) for that period of time. The number of FTO Sergeants in any given year may fluctuate based upon projected new hires and the needs of the department.
- (d) K-9 handlers will receive five (5) hours of paid overtime bi-weekly

per dog for the at-home care, grooming, transportation, and feeding of the dog.

- (e) Police Sergeants and Lieutenants assigned to motorcycles will receive 1.5 hours of paid overtime bi-weekly for the off duty maintenance and care of the motorcycle assigned to them.

**Section 3:** **Shift Differential:** For those HPSA Members whose 51% of the hours worked fall after 2:00 p.m. shall receive a 4% swing shift differential. For those HPSA Members whose 51% of the hours worked fall after 8:00 p.m. shall receive a 6% graveyard shift differential.

Shift Differential	4% swing shift
	6% graveyard shift

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

**Section 4:** **Bilingual Pay:** HPSA Members who are eligible for bilingual pay must pass a CITY OF HENDERSON approved Spanish proficiency examination at the CITY OF HENDERSON's expense to receive a monthly payment of \$80.00 per month, beginning the first month after they have successfully completed the assessment. The payment will be received in the HPSA Member's paycheck. Once an HPSA member 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 HPSA Member demonstrate an unwillingness to utilize his second 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:** Sergeants and Lieutenants 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 superior officer (Lieutenant or Captain) will be awarded acting pay. Acting pay shall be paid at a rate of ten percent (10%) higher than the HPSA Member's current hourly rate and be addition to any applicable shift differential and assignment differential if the elevated responsibilities are in a position eligible for an assignment differential.

Section 6: For full-shift absences where a Sergeant serves as Watch Commander, they will receive a five percent (5%) premium for their shift.

#### **ARTICLE 4. HPSA MEMBERSHIP**

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

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

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

#### **ARTICLE 5. WAGES:**

Section 1: Wage adjustments for the first year of the Agreement shall become effective the first pay period that includes July 1, 2008.

(a) Wage adjustments for subsequent years shall be effective the first pay period in July that would include July 1 of each year.

Section 2: Effective the first pay period that includes July 1, 2008, the base wage of classifications covered by this Agreement shall be increased by 4.0%

(a) The CITY will continue to contribute 1% of the employee's base salary to a health savings program.

Section 3: Effective the first pay period that includes July 1, 2009, the base wage of classifications covered by this Agreement shall be increased by the same general wage increase negotiated by the Henderson Police Officers' Association.

Section 4: Effective the first pay period that includes July 1, 2010, the base wage of classifications covered by this Agreement shall be increased by the same general wage increase negotiated by the Henderson Police Officers' Association.

Section 5: A new wage schedule will be implemented effective the first pay period that includes July 1, 2008. This wage schedule reflects a twenty-five percent (25%) hourly wage differential between police and corrections officers and their respective sergeants. It also reflects a twenty percent (20%) hourly wage differential between police and corrections sergeants and their respective lieutenants. These percentage differentials will be maintained after each negotiation between the Henderson Police Officers' Association and the CITY.

The wage schedule for HPSA members covered by this Agreement is reduced to a five (5) step schedule. The implementation details of this wage schedule and Step assignments for promotions after the effective date of this Agreement are included in Appendix B of this Agreement.

HPSA members covered by this Agreement on July 1, 2008 will retain their current "end of probation" anniversary date for future Step increases and this date will be categorized as their Step Increase Date. Newly promoted HPSA members will establish and maintain a Step Increase Date that will mirror their promotion date and will not receive an additional Step increase at the end of their qualifying period.

Section 6: Should subsequent negotiations between the Henderson Police Officers' Association and the CITY produce additional Steps above the current nine (9) Step wage schedule, the CITY will add an additional Step(s) to this wage schedule if a complimentary Step that reflects the 25% and 20% differential does not already exist. The parties acknowledge that should a tenth (10th) Step be added to the HPOA wage schedule, the corresponding Step already exists within the new wage schedule for the HPSA.

Should subsequent negotiations between the Henderson Police Officers' Association and the CITY produce a wage schedule that increases the current five percent (5%) spread between each Step, the CITY will make the same change to the HPSA wage schedule.

## **ARTICLE 6. PAY DAY**

Pay day shall be bi-weekly and in no case shall more than five (5) regularly scheduled work days' pay be held back from the end of the pay period.

## **ARTICLE 7. LONGEVITY:**

In the event any other Labor Agreement with the City of Henderson incorporates and/or reinstates Longevity pay, the HPSA may request to reopen negotiations of the terms of Article 5 Wages and/or Article 7 Longevity, and such negotiations will commence no later than 30 days after the HPSA's request.

## **ARTICLE 8. CLOTHING AND PERSONAL EFFECTS ALLOWANCE**

Section 1: Effective July 01, 2008, The CITY shall provide a uniform allowance in the amount of One Hundred Fifty Dollars (\$150.00) per month to each full-time HPSA member for the purchase and maintenance of uniforms. Such allowance shall be paid monthly and added to the HPSA Member's paycheck.

Effective July 01, 2009, The CITY shall provide a uniform allowance in the amount of One Hundred Sixty Five Dollars (\$165.00) per month to each full-time HPSA member for the purchase and maintenance of uniforms. Such allowance shall be paid monthly and added to the HPSA Member's paycheck.

Effective July 01, 2010, The CITY shall provide a uniform allowance in the amount of One Hundred Eighty Dollars (\$180.00) per month to each full-time HPSA member for the purchase and maintenance of uniforms. Such allowance shall be paid monthly and added to the HPSA Member'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 HPSA that any HPSA Member who leaves employment with the CITY shall reimburse the CITY the pro-rated amount due of those monies referred to under Section 1.
- 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 HPSA must receive the approval of the CITY.
- Section 5: For those HPSA members assigned to the motorcycle unit of the Henderson Police Department, the CITY agrees to purchase the following initial clothing and safety equipment:
- (a) Two pair of boots
  - (b) Two pair of pants
  - (c) One pair of night safety glasses
  - (d) One pair of safety glasses

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

## **ARTICLE 9. INSURANCE:**

- Section 1: The HPSA may choose to participate in the Self-Insured Benefit Plan provided by the CITY. If the HPSA chooses to participate in the plan, the HPSA shall have a minimum of one voting member on the City Of Henderson's Self-Funded Insurance Committee (SFIC), as would the International Association of Fire Fighters Local 1883. The Henderson Police Officer's Association will have two (2) of the four (4) voting members of the Committee representing the CITY's public safety unions. The SFIC will be 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. Future changes to the by-laws of the Committee will be approved by majority vote of the Committee and 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 HPSA chooses to discontinue participation in the City Of Henderson insurance plan, the HPSA 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 HPSA provide notice of its intent to withdraw, such notice will be deemed irrevocable if not retracted by the following March 31st.

Should the HPSA actually withdraw from the Self-funded Benefit Plan, the City will be liable for the maximum negotiated monthly contribution identified below for each HPSA member, regardless of the HPSA member's actual enrolled coverage. If the HPSA 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 HPSA's participation in the Plan. The cost of this actuarial assessment will be split equally by the HPSA and the Self-funded Benefit Plan through a reduction in the actual asset transfer.

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

- (a) Effective January 1, 2009, the CITY will make available an additional fifty dollars (\$50) per month for each HPSA Member covered by this Agreement to be deferred to the Self-insured Benefit Plan or to a Retirement Health Savings Plan (RHS). The President of the HPSA will notify the CITY which of the two options has been chosen for the entire membership by September 30th of the previous calendar year. If the \$50 per month is directed to the RHS in 2009, the contribution to the Self-Insured Benefit Plan for the employees covered by this Agreement shall be \$847.03. If the \$50 per month is directed to the Self-Insured Benefit Plan for the employees covered by this Agreement the monthly contribution shall be \$897.03.
- (b) Effective January 1, 2010, the CITY will make available an additional fifty dollars (\$50) per month for each HPSA Member

covered by this Agreement to be deferred to the Self-insured Benefit Plan or to a Retirement Health Savings Plan (RHS). The President of the HPSA will notify the CITY which of the two options has been chosen for the entire membership by September 30th of the previous calendar year. If the \$50 per month is directed to the RHS in 2010, the contribution to the Self-Insured Benefit Plan for the employees covered by this Agreement shall be \$847.03 or \$897.03 as dictated by the HPSA's decision in 2009. If the \$50 per month is directed to the Self-Insured Benefit Plan for the employees covered by this Agreement the monthly contribution shall be \$897.03 or \$947.03, as dictated by the HPSA's decision for 2009.

- (c) Effective January 1, 2011, the CITY will make available an additional fifty dollars (\$50) per month for each HPSA Member covered by this Agreement to be deferred to the Self-insured Benefit Plan or to a Retirement Health Savings Plan (RHS). The President of the HPSA will notify the CITY which of the two options has been chosen for the entire membership by September 30th of the previous calendar year. If the \$50 per month is directed to the RHS in 2011, the contribution to the Self-Insured Benefit Plan for the employees covered by this Agreement shall be \$847.03 or \$897.03 or \$947.03 as dictated by the HPSA's decision in 2009 and 2010. If the \$50 per month is directed to the Self-Insured Benefit Plan for the employees covered by this Agreement the monthly contribution shall be \$897.03 or \$947.03 or \$997.03 as dictated by the HPSA's decisions for 2009 and 2010.

Section 2: 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 3: In the event of an employee'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) exist, the proceeds will be dispersed per NRS 281.155.

Section 4: The City will continue to make a one percent (1.0%) of base pay contribution each pay period to a retirement health saving plan (RHS) through the last full pay period in 2008. Beginning with the pay period that includes January 1, 2009 the 1.0% contribution will be converted to thirty-four dollars (\$34) per pay period for all classifications covered by this Agreement.

Effective January 1, 2010, and 2011 the \$34 per pay period will be increased by the 3.5%.

Should the HPSA direct the \$50/month defined in Section 1(a), (b) and (c) to the RHS on January 1, 2009, 2010, or 2011, the lump-sum amount will be adjusted to reflect those decisions.

Within six months of the effective date of this agreement, the parties will identify and attempt to resolve the challenges of making a contribution to one of the CITY's 457 Plan options with the additional \$50 per month identified in Section 1. This does not create the obligation to such an option and should an agreeable solution be reached, the required modifications to this Agreement will be defined in a Memorandum of Agreement. If a mutual agreement has not been reached by June 30, 2009, this Section of Article 9 may be re-opened for negotiations in accordance with the provisions of NRS 288.

#### **ARTICLE 10. 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 HPSA with a copy of the results inserted into the HPSA Member's confidential health file. The CITY will allow two (2) hours of on-duty time or pay at straight time to each HPSA Member to complete this physical.

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

(a) 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 11. NON-DISCRIMINATION**

The City of Henderson, the Police DEPARTMENT, and the HPSA 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 HPSA Member also covers any employee classification represented by this Labor Agreement who is not a dues paying member of the HPSA. It is understood that only dues-paying HPSA Members in good standing shall have voting rights for Agreement ratification, or any other rights per the HPSA Constitution and By Laws.

## **ARTICLE 12. ANNUAL LEAVE:**

- Section 1: Annual leave will accrue and be credited on a monthly basis at the established rate according to the employee's years in service as follows:
- (a) Second year through fifth year - 120 hours;
  - (b) Sixth year through twelfth year - 160 hours;
  - (c) Completion of twelfth year of service - 200 hours.
- Section 2: HPSA Members 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: HPSA Members 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 HPSA Member during his tenure with the CITY, 100% of the employee's unused annual leave shall be paid to the employee's designated beneficiaries per the provisions of Article 9 Section 3(a).
- Section 5: Application for annual leave must be approved in advance of taking leave.
- Section 6: In exceptional circumstances, HPSA Members with one or more years of service may be advanced annual leave, subject to approval of the Chief of Police and the City Manager or designee.
- Section 7: An HPSA Member 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: There will be no "pay in lieu of time off" paid for annual leave days, except as authorized by the Chief of Police and the City Manager or designee.
- Section 9: No leave benefits will accrue to an employee while on leave of absence which is defined as leave without pay.
- Section 10: It is the HPSA Members' responsibility to assure that their annual leave balances do 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 13. 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.
- (a) HPSA 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 Chief of Police or designee and Director of Human Resources or designee, sick leave may be used by HPSA Members 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: HPSA 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: HPSA Members who have 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: HPSA 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 HPSA Members upon return to work from any illness that required the use of sick leave for periods longer than three consecutive working days.
- (c) An employee who uses 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. Use of sick leave for funeral attendance, a scheduled medical/dental appointment or leave associated with FMLA shall not constitute an incident of sick leave.
- (d) HPSA 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 a HPSA Member 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 HPSA Members from the ability to vote, attend religious services or engage in other activities which are constitutionally protected.

**Section 8:** Employees 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 usage	-	4 days bonus
1.1 – 2 days usage	-	3 days bonus
2.1 – 4 days usage	-	2 days bonus

- (a) Sick leave hours used by HPSA Members on FMLA leave for a catastrophic illness or injury will not be included when calculating eligibility for bonus hours.

**Section 9:** HPSA 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 a HPSA Member hired prior to July 1, 1995 during his tenure with the CITY, 100% of the HPSA Members' unused sick leave shall be paid to the HPSA Members' designated beneficiaries per the provisions of Article 9 Section 3 (a).
- (b) HPSA Members 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 HPSA Members 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) HPSA Members, hired prior to July 1, 1995, upon retirement under the provisions of the Nevada Public Employees Retirement System, or an HPSA Member, 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 10:** (a) Effective July 1, 1995, for HPSA Members 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 HPSA Members' 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 HPSA Members 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 HPSA Members' 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, HPSA Members 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 HPSA Members, 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 a HPSA Member hired after July 1, 1995, during his tenure with the CITY, 100% of the HPSA Members' unused sick leave shall be paid to the employee's designated beneficiaries per the provisions of Article 9 Section 3 (a).

Section 11: The City and the HPSA will form a joint committee to explore potential deferrals of accumulated sick leave prior to retirement that would have beneficial tax consequences to HPSA Members. Both parties recognize the challenges of constructive receipt rules and any solution that includes a pre-tax deferral will require mandatory participation of all employees covered by this Agreement. The Committee will meet no later than 60 days after the effective date of this Agreement. Additionally, the Committee will submit a Private Letter Ruling request to the Internal Revenue Service relative to the tax treatment of potential annual and sick leave accrual payments prior to or simultaneous with the retirement of an HPSA member.

#### **ARTICLE 14. OTHER LEAVES**

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

Upon approval of the Chief of Police and City Manager or designee, an HPSA Member may be granted an unpaid leave of absence for good and valid reasons up to 90-days. During such leave, the HPSA Member will not be eligible for any benefits nor will any annual or sick leave accrue. An HPSA Member 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 HPSA Member.

Section 2: Jury Duty Leave:

- (a) HPSA Members 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 HPSA Member. HPSA Members assigned to swing shift, mid-shift, or grave shift will have their shift adjusted to the hours required to complete jury duty on a normally scheduled work day. HPSA Members who complete the day's jury duty prior to the end of their normal shift shall report back to work when excused.
- (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, City Manager 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 HPSA Member 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 Nevada National Guard or other military reserve unit the following rules shall apply:

- (a) The HPSA Member shall be given military leave without pay.
- (b) During the period of military service the HPSA Member 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 HPSA Member 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 HPSA Member is able to perform his former service to the CITY, provided that the HPSA Member 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 HPSA Member 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 or assignment upon the reinstatement of the returning HPSA Member to his former position in accordance with subsection (c).
- (e) An HPSA Member having a reserve status in any of the regular branches of the Armed Services of the United States or Nevada National Guard, upon request to serve under orders for training duty shall be relieved from his duties, upon request, to serve under orders on training duty without loss of pay for a period not to exceed 210 hours in any one calendar year. The HPSA Member shall file with the CITY a copy of such orders indicating thereon the date said duty is to commence and the date duty is to cease. The HPSA Member shall receive his regular compensation in addition to his military pay. It is understood that this provision is in accordance with NRS 281.145.
- (f) An HPSA Member having reserve status that is activated to serve on a full-time basis due to an extended military action will receive

additional compensation from the CITY, to supplement their military pay, up to the Member's regular base pay for the duration of this activation.

Section 5: Bereavement Leave: Upon the death of an immediate family member, an HPSA Member will be granted three (3) consecutive workdays of bereavement leave. 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 may be granted. This may be extended at the discretion of the Chief of Police, City Manager or their designee.
- (b) Immediate family is defined as an HPSA Member's spouse, child, father, mother, brother, sister, step or foster child, grandchild, grandparent, father/mother-in-law, sister/brother-in-law, son/daughter-in-law, spouse's grandparents or any other person permanently living in the household.

Section 6: Family & Medical Leave (FMLA) Act: The CITY will comply with the Family Medical Leave Act as detailed in this 1993 legislation. Highlights of the Act are:

- Up to 12 weeks of leave that may be paid or unpaid leave
- Leave can be taken for the birth or adoption of a child, providing care for a spouse, child, or parent that have a serious health condition as defined within the Act
- Your own serious health condition

HPSA Members with questions about FMLA are encouraged to consult with the Risk Manager within Human Resources and/or the HPSA. Additional details concerning the Family Medical Leave Act are included in Appendix C at the end of this Agreement.

## **ARTICLE 15. HOLIDAY PAY:**

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

- |    |                        |                           |
|----|------------------------|---------------------------|
| 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. | Columbus Day           | Second Monday in October  |

8.	Nevada Day	Last Friday in October
9.	Veterans Day	November 11th
10.	Thanksgiving Day	Fourth Thursday in November
11.	Family Day	Friday following Thanksgiving
12.	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 shift	Last 6 hours of shift
13.	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 HPSA Members shall receive pay for the holiday equal to their regular shift at straight time. For those HPSA Members that are required to work on the holiday, they will receive double time (premium pay) for hours worked on their regular shift. Should an HPSA Member, on a holiday, work beyond their regular shift, they will be compensated time and one-half for all hours worked beyond their regular shift.

- (a) For the Correction Facility, a HPSA Member working the holiday will be paid holiday pay as outlined above based on the assigned work shift, i.e., twelve (12) or eight (8) hours. Should a Corrections Sergeant or Lieutenant volunteer or be forced to work an additional four (4) hours at the end of their regularly scheduled eight (8) hour shift on a holiday, they would be paid up to a total of ten (10) hours of holiday pay and ten (10) hours of double time (premium pay) for that shift. These pay parameters apply to hours above the normally scheduled eight (8) hours up to a maximum of 10 hours of holiday pay and premium pay.
- (b) For the Corrections Facility, a HPSA Member that is on sick/annual leave, or their normal day off, the HPSA Member will be paid ten (10) hours of pay for the holiday at straight time.

Section 3: In order to receive holiday pay, the HPSA Member must work, or be on annual leave, sick leave, leave without pay approved by management, or be on a scheduled day off the day preceding and/or following a holiday. In the case of sick leave, documentation may be required by the supervisor in the form of a doctor's certificate.

**ARTICLE 16. SHIFT ARRANGEMENT**

Section 1: The work schedule shall consist of four (4) consecutive ten-hour shifts. Corrections Sergeants and Corrections Lieutenants may work schedules

that consist of six (6) twelve-hour work days with one (1) eight-hour work day per pay period bi-weekly.

- (a) Whenever deviations from regular shift hours are necessary, the supervisor shall provide HPSA Members 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 HPSA Member to accommodate the HPSA Member's attendance at:
  - (1) Training as provided out of the City or State
  - (2) In-house training longer than four days
  - (3) Special assignments not to exceed one year unless mutually agreed upon by the Chief of Police and the HPSA Member concerned.

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

Section 3: Any unusual circumstances causing deviation from the aforementioned hours shall be discussed by the HPSA and the CITY.

Section 4: The policy regarding time change during the Spring and Fall shall be as follows:

- (a) HPSA Members 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.

HPSA Members 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) HPSA Members 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.

HPSA Members 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 17. COMPENSATION FOR SERVICE INCURRED ACCIDENTS OR ILLNESS:**

Section 1: HPSA 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: HPSA Members injured on the job, 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 HPSA 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 HPSA Member's sick or annual leave accruals.

Section 3: Upon expiration of the 850 hours of salary continuation, the HPSA Member who continues to receive worker's compensation benefits may elect to use their sick leave, then annual leave, donated leave, and shift trades to receive a full salary. In the event the HPSA 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: HPSA 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 HPSA Member will not return to his regular CITY job, the CITY may require a medical separation.

Section 6: In the event there exists a reason to believe an HPSA Member is abusing his rights under Section 2 herein, the CITY may disallow the "equal payment" benefit.

Section 7: Before the CITY grants these benefits, the HPSA Member shall comply with reasonable administrative procedures established by the CITY. The

CITY may also request, at its option and expense, that the HPSA Member be examined by a physician appointed by the CITY. The examining physician shall provide to the CITY and the HPSA Member a copy of his medical findings and his opinion as to whether or not the HPSA Member is able to perform his normal work duties and/or whatever, if any, work duties the HPSA Member is able to perform or unable to perform. The CITY may further require that such injured HPSA Member make himself available for light duty work as soon as possible after release by a qualified physician which may be either CITY or HPSA Member appointed.

- (a) Temporary modified duty assignments will be at the sole discretion of the Chief Of Police and City Manager, or designee as provided in NRS 288.150 3(c)(2).
- (b) HPSA Members on temporary modified duty will not be eligible for out of class pay, lead pay, overtime pay or any other premium pay, except 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 HPSA Member with an industrial injury or occupational disease that resulted from employment with the CITY. An injured HPSA Member of the CITY may be returned to work with the CITY in any available position for which the HPSA Member is qualified and which accommodates the HPSA Member's limitations.

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

## **ARTICLE 18. COMPENSATION FOR NON-SERVICE INCURRED ACCIDENTS OR ILLNESS**

Section 1: An HPSA Member who is incapacitated due to non-service incurred accident(s) or illness shall be entitled to draw his full wage against sick then annual leave accrued to his 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 HPSA 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 HPSA Member shall be retained in his current position and in CITY employment.

**Section 4:** Temporary Modified Duty: An HPSA 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 HPSA Member is able to perform. The HPSA Member shall be paid one-hundred percent (100%) of the HPSA Member's current pay grade, providing no current employee is displaced or laid off as a result of such placement.

- (a) An HPSA 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 HPSA Member could return to full duty.
- (b) All requests for temporary modified duty assignments shall be submitted to the supervisor and department head for approval.
- (c) The request for temporary modified duty must be renewed every thirty (30) days. Requests for modified duty must follow the same criteria as contained in Section (a).
- (d) The authorization for temporary modified duty can be denied or withdrawn.

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

#### **ARTICLE 19. PROMOTION/QUALIFYING PERIOD:**

**Section 1:** The term "promotion" means the advancement of an HPSA Member to a post of higher grade. All promotions shall be subject to a qualifying period of six (6) months.

- (a) The CITY reserves the right to extend said qualifying period for an additional three (3) months.
- (b) The HPSA shall be notified, in writing, of such extensions.
- (c) HPSA Members serving in qualifying period status who are absent from work in excess of one work week shall automatically have their qualifying period extended for a like amount of time.

**Section 2:** Insofar as practicable and consistent with the best interest of the CITY, all vacancies in the HPSA within the Police Department shall be filled by promotion from within the HPSA (for Lieutenant) or Police Department members holding the rank of officer (for Sergeant) after an examination has been given and a promotional list established.

- (a) To be eligible for promotional testing to the rank of Police or Corrections Sergeant, a minimum of five years of employment as a police or corrections officer with the City of Henderson Police Department will be required.
  - (1) If the pool of eligible candidates for promotional testing to the rank of Police or Corrections Sergeant is insufficient for testing purposes (less than 8 people), the Chief of Police will contact the President of the HPSA and discuss the need for a lower minimum year service requirement (i.e. four years, three years, etc). It is understood that the lowering of the minimum year service standard would be accomplished through a Memorandum of Agreement and would be for that testing cycle only, and that the requirements in Section 2A will resume upon completion of that testing cycle.
- (b) To be eligible for promotional testing to the rank of Police or Corrections Lieutenant, a minimum of three years as a Police or Corrections Sergeant with the City of Henderson Police Department will be required.
  - (1) If the pool of eligible candidates for promotional testing to the rank of Police or Corrections Lieutenant is insufficient for testing purposes (less than 3 people), the Chief of Police will contact the President of the HPSA and discuss the need for a lower minimum year service requirement (i.e. two years, one year, etc). It is understood that the lowering of the minimum year service standard would be accomplished through a Memorandum of Agreement and would be for that testing cycle only, and that the requirements in Section 2B will resume upon completion of that testing cycle.
- (c) To be eligible to take a promotional examination for an eligibility list, an applicant must meet the minimum requirements by no later than the filing deadline in the year given.
- (d) The promotional list that is established shall be maintained by the Human Resource Department and a copy shall be furnished to the HPSA.
- (e) For the purposes of 'in time and classification' for seniority or

promotional consideration acting supervisory time will not be considered when determining eligibility.

**Section 3:** Appointments to and 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 with the City of Henderson and the HPSA.
- (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 hiring of any particular individual.
  - (1) The HPSA President or designee will provide two (2) of their members at a rank equal to or higher than the position being tested to act as subject matter experts and participate in the development and review of testing instruments for promotion to classifications represented by this Labor Agreement.
  - (2) The same group of persons who develop and review the testing instruments will serve as the Appeals Committee upon conclusion of testing.
- (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.
- (g) Whenever identical ratings are received, names will be arranged in order of date of initial hire. If date of application is identical, names will be arranged in alphabetical order. Priority in respect to the date of application shall be considered only when identical ratings are received.
- (h) The entire eligibility list shall be certified and appointments made by the Department Head from among the top five (5) names. However, if there are less than two (2) passing scores, the Department Head 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. If there is a selection from the top 5, then the next highest eligible person from the list moves up into the top 5 names for future selections.
- (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.

## **ARTICLE 20. OVERTIME PAY:**

Section 1: It is the policy of the CITY to keep to an absolute minimum the necessity for any HPSA 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.

In Patrol, when overtime is required of a Sergeant or Lieutenant, that overtime will be offered 1st to a Sergeant or Lieutenant before utilizing an OIC. If there are not two (2) promoted supervisors (any combination of Sergeants and/or Lieutenants) on duty, overtime will be assigned. An acting Sergeant or Lieutenant, through written order, satisfies the two promoted supervisors as well.

In Corrections, if overtime is required in a supervisory position, it will be offered to the appropriate classification. If there is sufficient staff on shift

where an OIC may be utilized without going below minimum manning levels, the OIC will be utilized. An OIC will not be utilized if it creates overtime in the Officer classification, until all eligible Sergeants have been offered the opportunity to work the overtime.

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

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

For Corrections Facility HPSA Members, 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 HPSA Member is directed to work beyond his regular work shift.
- (b) **Scheduled Overtime:** accrues when an HPSA Member is directed to work and is given 48 hours advance notification of the date and time such work will be required.
  - (1) Any HPSA Member scheduled to work on a regular assigned day off shall be guaranteed three (3) hours work at time and one-half his regular rate of pay. The HPSA member will be guaranteed the three (3) hour minimum, or actual hours worked, whichever is greater. The HPSA member may be released prior to the three (3) hours with supervisory approval.
  - (2) Any HPSA Member scheduled to work on a regularly assigned work day, but not immediately following his shift, shall be guaranteed one (1) hours work at time and one-half his regular rate of pay.
- (c) **Court Appearances:** will be compensable when an HPSA Member is required to appear during his regularly scheduled time off for a scheduled: (1) criminal court appearance, (2) a Department of Motor Vehicles administrative hearing, or (3) for other scheduled matters wherein the HPSA Member's presence is required by the

City of Henderson, as opposed to any other party or a grievant, and for which the HPSA Member is not otherwise compensated.

- (1) HPSA Members under Section 3(c) shall be guaranteed two (2) hours work at time and one-half his regular rate of pay.
  - (2) HPSA Members under Section 3 (c) who receive a duces tecum subpoena shall be guaranteed three (3) hours work at time and one half his regular rate of pay. Duces tecum shall be paid when evidence with a chain of custody is required.
  - (3) On Duty Court Attendance: HPSA Members subpoenaed to appear on duty as a witness in a criminal proceeding connected with official duties, and who are not party in such criminal proceeding, shall receive their regular pay, providing that all witness fees or pay are returned to the City of Henderson. HPSA Members shall report to work when excused.
  - (4) Off Duty Court Attendance: HPSA Members subpoenaed to appear off-duty in court as a witness for the prosecution or defense, connected with official duties, shall be paid overtime with a minimum of two (2) hours. In the event a 'duces tecum' subpoena is received an additional one (1) hour will be paid for the pick up and return of evidence. All witness fees or pay are to be returned to the City of Henderson.
- (d) Contract Overtime: is paid for by a third-party and the duration of the assignment is not subject to the minimum hours 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 HPSA 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 HPSA Member working the overtime.
- (1) All assignments for such overtime will be on a voluntary basis and no HPSA 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 activities associated with such overtime assignments.

**Section 4: Double Time Overtime**

- (a) Call-out overtime will accrue when an HPSA 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 HPSA 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) HPSA Members having been called out/back on a regularly scheduled day off shall be guaranteed four (4) hours work at twice his regular rate of pay.
  - (2) HPSA Members having been called out/back on a regularly assigned work day shall be guaranteed two (2) hours work at twice his 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) Contract Overtime: See Section 3 (d)

**Section 5:** An HPSA 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.

- (a) All compensatory time off will be paid to the HPSA Member at the overtime rate in which it was earned sixty (60) days after the accrual. This timeframe will be extended to ninety (90) days beginning with the 1st full pay period in January 2009. There will be no early payments or special checks for accumulated compensatory time-off.
- (b) An HPSA 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 his 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.

- (c) HPSA members who are approved for compensatory time-off will not have this time cancelled due to subsequent, unanticipated absences by other HPSA members.
- (d) 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.
- (e) All accrued "comp" time on the books will be paid at the overtime rate that it was accrued prior to any general pay increases and/or implementation of a pay increase due to promotion of the HPSA Member.
- (f) 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 HPSA Member be required to stand-by anytime between work shifts, on regular days off or on holidays. HPSA Members shall be compensated by one (1) hour of double time for each twelve (12) hour period they are required to stand-by. HPSA Members on stand-by shall keep their supervisor and/or the Police Department notified of their location for emergency call-out/call-back purposes and must remain fit for duty during these stand-by hours.

- (a) Should HPSA Members on stand-by be called out for work, they shall be compensated for the actual time worked at the rate of double time the regular rate of pay in addition to stand-by pay.

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 HPSA 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. Travel time in any means of travel outside of normal work hours is not compensable. However, if the HPSA Members is directed to perform work while traveling, this time would be compensable.

**ARTICLE 21. RETIREMENT:**

- Section 1: The CITY and the HPSA 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 HPSA Members' 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.
- Section 4: If after the term of this agreement, increases in contribution rate are mandated by future legislative action, the increase shall be shared equally between the CITY and the HPSA Member.

**ARTICLE 22. HPSA MEMBER DISCIPLINE/TERMINATION:**

- Section 1: Resignation. HPSA Members who resign shall submit his resignation in writing to his Department Head and give at least two (2) weeks notice.
  - (a) The City Manager, on the recommendation of the Department Head and the Human Resources Director, with the concurrence of the HPSA Member, may shorten or waive the notice period.
- Section 2: Probation. If an HPSA Member is placed in a probationary period due to performance or conduct deficiencies as part of disciplinary action, the issuance of the probation may be contested through the Grievance Procedure defined in Article 29 of this Labor Agreement. Additional discipline for further conduct or performance issues while in this probationary period may be contested through the Grievance Procedure defined in Article 29 of this Labor Agreement. Discipline in accordance

with this provision will only occur after a pre-disciplinary hearing with the Chief of Police.

**Section 3:** Unsatisfactory Service. An HPSA Member who has completed the probationary period may be terminated or subject to disciplinary action if his performance or conduct is not satisfactory; if he proves unsuited to his work; or if for medical (with a reasonable accommodation) reasons he is no longer qualified for the position. For purposes of this section, service shall be deemed to be unsatisfactory:

- (a) If the HPSA Member fails to establish and maintain cooperative working relationships with others with whom he is working.

**Section 4:** It is agreed that the CITY has a right to discipline or discharge, in accordance with the Henderson Police Department, Departmental Manual 0303 (DM-0303), Appendix A. Discipline matters, as outlined in the DM-0303, and discharge is subject to the grievance procedure.

- (a) Types of Discipline. HPSA Members who do not correct unsatisfactory conduct or performance, or who commit offenses of such a serious nature as outlined in DM-0303, are subject to the following:

- (1) Suspension. An HPSA Member may be suspended with or without pay as a disciplinary measure. Suspension without pay pursuant to NRS 289 requires a pre-disciplinary hearing and must have the approval of the City Manager. An HPSA Member may be suspended without pay for an indefinite period of time pursuant to NRS 289.

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

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

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

- (b) Notification. An HPSA Member 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 HPSA Member may also respond to the proposed disciplinary action in writing.

Section 5: Abandonment of Post.

- (a) An HPSA Member absent from duty in excess of three (3) days without satisfactory explanation shall be considered to have abandoned his post and shall be terminated provided that the employee's Department Head shall make a reasonable effort to locate the HPSA Member.
- (b) Reasonable effort to locate an HPSA Member shall be satisfied if the Department Head sends a "mailgram", or similar attempts to the HPSA Member at the address shown in the HPSA Member's personnel file.
- (c) Termination pursuant to this section shall be deemed to be for just cause.

Section 6: Notice.

- (a) Written notification. Any termination under this article shall be in writing and shall set forth the reasons for such termination.

**ARTICLE 23. SENIORITY**

Section 1: Departmental Seniority shall be based on promotional date within each rank. Acting time within a classification will not be considered in establishing seniority.

Section 2: Departmental Seniority shall apply to the following:

- (a) Departmental Shift Bids - Management retains the right to assign HPSA Members with special skills to shifts as required, by seniority. Management has the right to re-examine the status of HPSA Members with three or more years of tenure on the same shift and may reassign based on that review. The HPSA Member 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. Departmental Shift bids (Patrol and Corrections HPSA members) will normally be completed by the end of June of each year, and take effect the first pay period prior to the start of the school year (usually the last pay period of August). Management retains the right to modify the timing of the shift bids if operational conditions warrant.

- (b) An HPSA Member requesting a voluntary transfer from a special assignment will, after reorientation, have the ability to select the shift of their choice.
- (c) End of Shift Overtime – At the end of a shift, overtime will be offered per the seniority list of those supervisors currently on duty. This process will repeat for each incident of overtime.
- (d) Call Out – When call out is needed, the on-duty supervisor will offer call out per seniority. This process will repeat for each incident of call out.
- (e) Demotion — When an employee is demoted to a position which was previously held, seniority will be based upon the employee's prior time held in that position.
- (f) Reduction in Force.

#### **ARTICLE 24. REDUCTION IN FORCE**

This Article 24, Reduction In Force, and the manner in which it is executed, applies to all HPSA 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 Supervisors 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 HPSA Members whose positions are eliminated through a reduction in force. In lieu of notice, an equivalent amount of salary, based on the HPSA Member's regular work schedule, will be paid to the HPSA Member.

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

- (a) HPSA Members that are serving the probationary status within the classification that is to be eliminated shall be laid off first.
- (b) HPSA Members whose positions are eliminated shall be permitted

to exercise his/her Departmental/City of Henderson seniority to move laterally or downward to a position within the Department/City of Henderson for which they meet the minimum requirements as determined by the Director of Human Resources.

- (c) HPSA Members 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 HPSA Member in that classification position within the department will be first to be eliminated.
  - (2) The displaced HPSA Member will, in turn, displace the least senior employee in the classification.
  - (3) If there are no other positions within the classification, the HPSA Member whose position has been eliminated will displace the least senior employee 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.d.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 to determine if there are other placement options within the POLICE DEPARTMENT or CITY OF HENDERSON.
- (e) Notice of at least 30 calendar days must be given to HPSA Members 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, HPSA Members will be placed on a Reduction in Force (RIF) Eligibility List for all classifications that they have previously held within the POLICE

DEPARTMENT. Employees will remain on 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 HPSA Members on Reduction in Force (RIF) Eligibility Lists will be considered eligible for POLICE DEPARTMENT 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 HPSA Member is placed on the RIF Eligibility List, the HPSA Members will be ranked in order by seniority for each classification previously held. The HPSA Member with the most seniority within the classification will have the first option when a position becomes available in that classification.
- (e) An HPSA Member 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 HPSA Member will be placed at the step closest to the step that he/she was at prior to the RIF.
- (f) HPSA Members on RIF Eligibility Lists waive their reinstatement privileges if they fail to respond to a re-employment notice within thirty calendar days after notice is mailed to the last known address.

Section 4: HPSA Members who resign in good standing from employment with the POLICE DEPARTMENT 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 or classifications previously held within the POLICE DEPARTMENT.

- (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, HPSA Members 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 25. BULLETIN BOARDS**

- Section 1: The CITY shall provide a bulletin board in a location agreeable to both the HPSA and CITY.
- Section 2: The bulletin board may be used by the HPSA to post notices of interest to HPSA Members. The HPSA 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 HPSA as they relate to the HPSA Members in the HPSA.
- Section 3: The City agrees to allow the HPSA to use the CITY's e-mail system to keep its members informed of HPSA business. The HPSA agrees to maintain an e-mail group so that only members of the HPSA will receive the e-mails and it will not unduly disrupt the day-to-day business of the CITY.

#### **ARTICLE 26. RULES AND REGULATIONS:**

- Section 1: The HPSA agrees that its members shall abide by, and enjoy such benefits of the rules and regulations of the adopted Civil Service rules 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: HPSA Members 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 HPSA copies of the applicable department rules.
- Section 3: Copies of any proposed changes to the Department Rules and Regulations or Detention Bureau Manual shall be submitted to the HPSA

President, or his designee, thirty (30) days prior to the proposed change.

**Section 4:** With the ratification of this Agreement, DM-0303 Administrative Procedures: Code of Conduct will be removed from this Agreement and changes to this policy will comply with Section 3 above. However, section 0303.07 Chart of Sanctions will remain in this Agreement and changes to this chart will require proper bargaining between the parties.

**Section 5:** Records Purging. All disciplinary matters will be removed from the HPSA Members personnel file at the following times and under the following conditions. A subsequent corrective action is defined as disciplinary action in the same general area of discipline, such as performance, attendance, or rules violations.

- (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.

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.

**NOTE:** 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.

**ARTICLE 27. 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 fifteen (15) minute rest period in the second half of the shift.

Section 2: Lunch Break: HPSA Members shall be allowed a lunch period not to exceed one (1) hour. Personnel will not be called away from their rest or meal periods unless an emergency situation exists. In the event that an HPSA Member is called away from his meal period due to an emergency, the supervisor shall make a second meal period available to the HPSA Member whenever possible.

Section 3: HPSA Members in the Detention Bureau shall not leave the Police Facility for purposes of lunch breaks. The CITY shall provide the on-duty Corrections Sergeants and Lieutenants with two (2) separate meals as available in the Detention Facility kitchen.

**ARTICLE 28. PHYSICAL AGILITY TEST:**

Section 1: No member of the HPSA Member 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 10, Safety and Health, of this Agreement

**ARTICLE 29. 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 HPSA as quickly as possible to insure efficiency and promote employee morale. Should any HPSA Member, group of HPSA Members 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 HPSA Members 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 HPSA Member's personnel file.
- (b) No HPSA Member shall be discharged except for just cause as defined in Article 35, 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 reduction in force.

All grievances must be filed in writing, with the HPSA President, Grievance Chairman or designee within thirty (30) calendar days. Within 10 calendar days of the HPSA Member receiving notice of a grievable issue, the HPSA Member must file in writing, an intent to grieve letter with the HPSA President, Grievance Chairman or designee. The intent to grieve letter shall include the HPSA Member's believed date of notice and the grievable issue. The HPSA shall immediately notify the Chief of Police of the HPSA Member's intent. Within 30 calendar days of the HPSA Member becoming aware of the grievable issue, the HPSA member must file an intent not to proceed letter or the actual grievance.

**STEP 1:** The HPSA 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. In the event the HPSA chooses not to pursue a grievance involving demotion or termination, the employee filing a grievance may pursue the matter, without the assistance of the HPSA, in accordance with the remainder of this article. All costs incurred by the employee, including but not limited to those outlined in Step 8 of this article, will be the responsibility of the employee. Should the HPSA Member choose to arbitrate their dispute, both the City of Henderson and the HPSA Member will be required to place ten thousand dollars (\$10,000) into an escrow account to ensure the payment of the arbitrator as detailed in Step 8 of this procedure. Should the grieving individual fail to comply with this requirement within twenty-one (21) calendar days of notification of the escrow account details, they will forfeit their ability to arbitrate the issue and the matter will be considered withdrawn.

**RIGHT TO RECORDS:**

Once notified of grievable discipline, the HPSA Member will be entitled to review the entire investigative file 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 HPSA Member will be allowed to take notes.

In the event the HPSA Grievance Committee convenes and requests the file, the Internal Affairs Bureau will present a copy of the entire investigative file to the HPSA Grievance Committee and HPSA Member.

Other than this Grievance Process, 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 HPSA GRIEVANCE COMMITTEE shall, with or without the physical presence of the aggrieved HPSA Member, within fourteen (14) 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 representative shall arrange for such meetings with the HPSA GRIEVANCE Chairman and the HPSA President or designee and make such investigations as are necessary. The Police Chief or designee shall respond in writing to the HPSA GRIEVANCE COMMITTEE Chairman and the HPSA President or designee within fourteen (14) calendar days of his receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 4.

**STEP 4:** Within fourteen (14) calendar days from receipt of the written response from the Police Chief or designee, the HPSA GRIEVANCE COMMITTEE Chairman and the HPSA President or designee shall present the grievance, in writing, to the CITY MANAGER through the Manager of Labor 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 between the CITY MANAGER and the HPSA GRIEVANCE COMMITTEE Chairman and the HPSA President or designee, the HPSA GRIEVANCE COMMITTEE Chairman and the HPSA President or designee or the CITY shall have the right to refer the matter to an arbitrator mutually agreed upon for final determination. If the matter involves discipline of eighty (80) hours or less, it may be referred to the Labor/Management Review Process. The party seeking such final determination must notify the other of its decision in writing within ten (10) calendar 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.

## Labor/Management Review Process:

If the discipline is Eighty (80) hours or less, have the right to request, within 30 calendar days of receipt of the Step 4 response, that the matter be resolved through a Labor/Management Review Board selected by the Department and the Association. The decision of this Board shall be final and binding on the parties, but in no event shall the Board have any authority to exceed or alter any provisions of this Agreement.

1. Labor/Management Review Board. The Labor/Management Review Board will be comprised of a five (5) member panel. The Board shall consist of two (2) Department employees from the rank of Captain or Deputy Chief and two Department employees from the bargaining unit, all four (4) of whom shall be randomly selected from a pool of those who have expressed an interest in participating as a Board Member. If an employee is randomly selected to serve on their RDO or vacation, that employee may decline such service. If an employee serves when not on his/her regular tour of duty, that employee will be paid overtime or compensatory time for service or will have their shift adjusted. Employees selected for service during normal duty hours will be released without loss of pay. If an employee cannot be released because of operational considerations, another random selection will occur.

The fifth (5th) member shall be a local volunteer attorney selected on a rotational basis from a panel mutually agreed to by the parties. The fifth (5th) member shall serve as chairperson of the hearing. The chairperson will be assigned based upon their availability. The first choice on the list will be notified of his appointment. If the selected chairperson cannot serve on the date selected by the parties, the next chairperson will be scheduled. This will occur until a date can be agreed upon.

No member of the Board can be a party to the dispute, have participated in the dispute in any way whatsoever, be part of the grievant's squad or chain-of-command, or have any relationship with the grievant that would create an inherent conflict. The Board will have the authority to rule on procedural matters raised at the hearing with the basic understanding that the proceeding is intended to be informal and speedy, and that the procedural guidelines provided below shall be followed.

### Procedural Guidelines for Hearing:

- (a) The parties may designate who will represent them at the hearing. Each representative may have one other person present to provide administrative and/or consultation support. Other persons may be present at the hearing upon mutual Agreement of the representatives.

- (b) The parties will exchange exhibits at least 14 days prior to the hearing and witness lists and issue statements at least seven (7) days prior to the hearing. In the event these exchanges are not completed in a timely fashion and there is no Agreement by the parties to accept the late submission, the Board will accept the exhibits, witnesses and issues make a determination whether any prejudice might arise as a result of the late submission and, based upon that determination, may reset the hearing. Parties may request that relevant witnesses who are City employees be present and the City shall ensure that those persons shall attend unless they are out of town on a pre-arranged trip.
2. Each party will have 90 minutes within which to present its case. This limitation shall include argument, presentation of witnesses, and cross-examination of witnesses. Extensions of these time frames must be mutually agreed to by the parties prior to the hearing date. Any such Agreement shall specify the time period extension. If no Agreement can be reached, the chairperson may be petitioned for an appropriate extension which may include a separate hearing date if necessary.
  3. Meetings and hearings will be closed and there will be no taping or minutes taken. The individual representatives and support personnel may take individual notes for their own purposes.
  4. The Department has the burden of proof and will present its case first in disciplinary matters.
  5. The Board may deny the appeal or grant the appeal. If the appeal is granted, the Board will determine the appropriate remedy.
  6. Once the case is submitted to the Board, the Board shall deliberate and decide the appeal. The chairperson shall oversee deliberations to ensure that all Board members are heard. Additionally, the chairperson shall participate in the deliberations and shall participate in the vote regarding the outcome of the appeal. The Board's decision need only be by a simple majority. The actual vote shall not be shared with the grievant. The Board will render a bench decision the same day of the hearing. The decision will be verbal, but will be placed in writing by the Department representative within ten (10) calendar days of the hearing. The written decision will require approval from the Association representative. If no Agreement is reached on the decision, the chairperson will prepare the written decision.
  7. The decision of the Board shall be final and binding on the parties and shall be submitted to the parties as set out above. In no event shall the Board have any authority to exceed or alter any provisions of this

Agreement or any rules, regulations, policy or procedure that govern the Department.

- (a) If the discipline is Eighty One (81) hours or more, a demotion, termination or the grievance materially involves a question of the intent of any provision of this Agreement, the HPSA has the right to request, within 30 calendar days of receipt of the Step 4 response, that the matter be referred to an arbitrator mutually agreed upon for final determination.
- (b) Disciplinary incidents above Eighty (80) hours may be included in this process by mutual Agreement between the City and HPSA.

**STEP 6:** In the event the CITY and the HPSA GRIEVANCE COMMITTEE Chairman and the HPSA 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 HPSA 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's 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 HPSA 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 HPSA 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 HPSA Member from discussing his grievance with the HPSA GRIEVANCE COMMITTEE or his representative for informal adjustment.

### **ARTICLE 30. HPSA REPRESENTATION**

Section 1: The CITY agrees to allow six (6) HPSA representatives of the HPSA to sit at the bargaining table for the purpose of negotiations without loss of pay or deduction from the HPSA Member's leave time.

(a) If for any reason additional HPSA Members are needed for informational purposes, upon Agreement by the CITY and the HPSA, said HPSA Members will be called in the meeting without loss of pay.

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

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

Section 4: The CITY agrees to provide one thousand two hundred (1200) hours per fiscal year for use of the HPSA President or designee to conduct HPSA business, i.e., conventions, seminars, training, lobbying etc.

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

(b) The HPSA agrees not to exceed six (6) individual requests for HPSA leave at one time and, under normal circumstances, no two

of the individuals can be from the same shift of the Department unless authorized by the Division Commander. All leave will be approved by the Department Head or designee.

Section 5: The Chief of Police or designee and the Human Resources Director or designee shall meet quarterly with representatives of the Henderson Police Supervisors Association as designated by the HPSA 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 four (4) HPSA representatives, and may be increased if both parties mutually agree.

### **ARTICLE 31. CHECK-OFF**

Section 1: The CITY agrees to deduct from the paycheck of each HPSA Member within the HPSA who has signed an authorized payroll deduction form such amount as has been designated by the HPSA as HPSA dues and is so certified by the Treasurer of the HPSA. The HPSA 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 HPSA within one (1) month after such deductions. The HPSA Member's authorization for such deduction is revocable at the will of the HPSA Member, provided by the law, and may be so terminated at any time by the HPSA Member giving thirty (30) days written notice to the CITY and the HPSA or upon termination of employment.

Section 3: The HPSA 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 HPSA 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 32. LIABILITY INSURANCE – TA'd 4/10/08**

The CITY shall provide liability protection for every member of the HPSA. 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 33. WARRANTY OF AUTHORITY**

The officials executing this Agreement on behalf of the CITY and HPSA 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 34. 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 35. 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 will also occur when 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 Labor Agreement.

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

**Bereavement Leave:** Leave granted to an HPSA Member to attend the funeral of the HPSA Member's immediate family as defined herein.

**Call-Back:** When an HPSA Member returns to work during off-duty hours within twelve (12) hours of receiving the phone call to return to work.

**Call-Out:** When an HPSA Member works overtime with less than forty-eight hours notice and it does not qualify as call-back overtime.

**Cause:** A factual reason cited by the CITY that is used to issue disciplinary action.

**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 herein.

**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 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.

**Demotion:** Movement of an HPSA Member from one classification to a different classification which is on a lower salary grade than the original classification. Seniority within the previous classification held will be maintained and applied during this movement.

**Disciplinary Transfers:** Disciplinary transfers occur where it is determined that an HPSA Member'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.

**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:** A HPSA Member's spouse, child, father, mother, brother, sister, step or foster child, grandchild, grandparent, father/mother-in-law, sister/brother-in-law, son/daughter-in-law, spouse's grandparents or any other person permanently living in the household.

**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.

**Negotiations:** The process of collective bargaining between the CITY and the HPSA that determines the Agreement between the CITY and the HPSA.

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

**Normal Work Week:** A HPSA Member's normal work week will be as designated depending upon work site and classification assignment.

**Overtime:** Time that an HPSA Member works in addition to the HPSA Member's normal work schedule.

**Probationary Employee:** A HPSA Member who has been placed in a probationary review period for conduct or performance issues.

**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.

**Promotion:** A change of a HPSA Member 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 HPSA Member or reallocation of the position. Such advancement carries more responsibility and an increased salary. A HPSA Member on probationary or qualifying period status is not eligible to apply for closed promotional positions.

**Reassignment:** The movement of a HPSA Member or a position from one work unit to another within the organization with no change of classification.

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

**Retraction/Purging:** The process by which CITY/DEPARTMENT management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an HPSA Member, from CITY and DEPARTMENTAL files.

**Salary Range:** The minimum and maximum base salaries which may be paid to a HPSA Member 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.

**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 HPSA Member is normally scheduled to work on any normal work day.

**Step Increase:** A salary increase between steps of a given salary range marking a steady progress from the minimum of the grade to the maximum.

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

**Termination:** The separation of an HPSA Member from employment with the City of Henderson.

**Transfer:** The formal movement of an HPSA Member or a position from one department to another department without any change to the classification of the position.

**Within-Grade Increase:** A salary increase from one step within a salary grade to a higher step within the salary grade.

**ARTICLE 36. DURATION OF AGREEMENT:**

Section 1: This Agreement, dated this 15<sup>th</sup> day of JANUARY, 2009, shall be effective during the 2008 - 2011 fiscal years 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 HPSA by the Henderson Police Supervisors Association.

Section 2: (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, 2011.

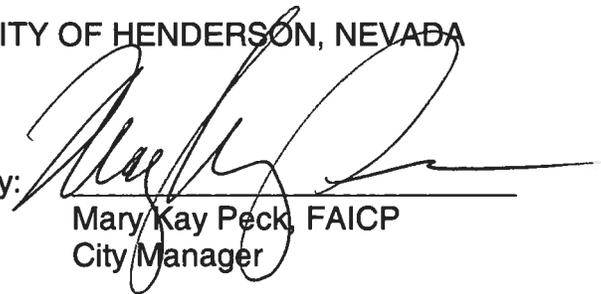
(b) In the event either party desires to open negotiations concerning a subject which would not require the budgeting of money by the CITY, written notice of such desire shall be given on or before February 1, 2011.

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:

  
Mary Kay Peck, FAICP  
City Manager

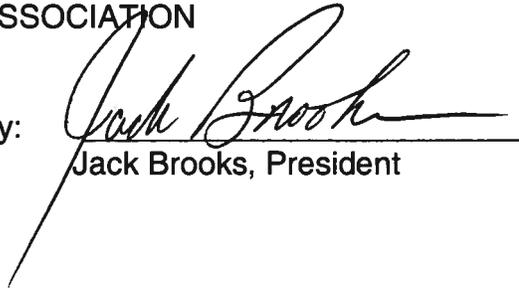
ATTEST:



Monica Martinez Simmons, MMC  
City Clerk

HENDERSON POLICE SUPERVISORS  
ASSOCIATION

By:

  
Jack Brooks, President

ATTEST:



Thomas Chiello, Vice President

APPROVED FOR SIGNATURE:

By:

  
Shauna M. Hughes  
City Attorney

## Appendix A

During 2008 negotiations, the parties agreed to maintain the Chart of Sanctions that is an element of DM-0303 within this Agreement and any changes to the Chart will be the subject of negotiations between the HPSA and the CITY.

### 0303.07 Chart of Sanctions

The Chart of Sanctions was developed to assist in the uniform application of our progressive discipline system.

<b>CHART OF SANCTIONS</b>						
<b>CLASS</b>	<b>FIRST OFFENSE</b>		<b>SECOND OFFENSE</b>		<b>THIRD OFFENSE</b>	
	<b>MIN.</b>	<b>MAX.</b>	<b>MIN.</b>	<b>MAX.</b>	<b>MIN.</b>	<b>MAX.</b>
<b>1</b>	Counseling Notation	Verbal Reprimand	Verbal Reprimand	Letter of Reprimand	10 Hours Suspension	40 Hours Suspension
<b>2</b>	Verbal Reprimand	Letter of Reprimand	Letter of Reprimand	10 Hours Suspension	40 Hours Suspension	160 Hours Suspension
<b>3</b>	Letter of Reprimand	10 Hours Suspension	40 Hours Suspension	160 Hours Suspension	160 Hours Suspension	Dismissal
<b>4</b>	Letter of Reprimand	80 Hours Suspension	80 Hours Suspension	240 Hours Suspension	Dismissal	N/A
<b>5</b>	10 Hours Suspension	120 Hours Suspension	160 Hours Suspension	240 Hours Suspension	Dismissal	N/A
<b>6</b>	40 Hours Suspension	Dismissal	240 Hours Suspension	Dismissal	Dismissal	N/A
<b>7</b>	Dismissal	N/A	N/A	N/A	N/A	N/A



**Appendix B**

**HPSA Wage Schedule  
2009 Fiscal Year  
Effective July 1, 2008**

	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Corrections Sergeants @ 25% with new 5th Step</b>	\$ 41.610	\$ 43.690	\$ 45.874	\$48.169	\$ 50.577
<b>Corrections Lieutenant @ 20% with new 5th Step</b>	\$ 49.932	\$ 52.428	\$ 55.049	\$57.803	\$ 60.693
<b>Police Sergeant @ 25% with new 5th Step</b>	\$ 42.636	\$ 44.767	\$ 47.008	\$49.367	\$ 51.825
<b>Police Lieutenant @ 20% with new 5th Step</b>	\$ 51.163	\$ 53.720	\$ 56.410	\$59.229	\$ 62.190

Promotional increases will occur as follows:

- Step 9 Corrections Officer will be placed at Step 2 of the Corrections Sergeants schedule and remain at that wage for one (1) year
- Step 8 or below Corrections Officer will be placed at Step 1 of the Corrections Sergeants schedule and remain at that wage for one (1) year
- Step 5 Corrections Sergeant will be placed at Step 4 of the Corrections Lieutenants schedule and remain at that wage for one (1) year
- Step 4 Corrections Sergeant will be placed at Step 3 of the Corrections Lieutenants schedule and remain at that wage for one (1) year
- Step 9 Police Officer will be placed at Step 2 of the Police Sergeants schedule and remain at that wage for one (1) year
- Step 8 or below Police Officer will be placed at Step 1 of the Police Sergeants schedule and remain at that wage for one (1) year
- Step 5 Police Sergeant will be placed at Step 4 of the Police Lieutenants schedule and remain at that wage for one (1) year
- Step 4 Police Sergeant will be placed at Step 3 of the Police Lieutenants schedule and remain at that wage for one (1) year
- Step 3 Police Sergeant will be placed at Step 2 of the Police Lieutenants schedule and remain at that wage for one (1) year



## **Appendix C**

Family and Medical Leave is a period of leave up to twelve (12) weeks during any twelve (12) month period to eligible HPSA MEMBERS, in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid or a combination, depending on the circumstances and as specified in this policy.

**Eligibility:** In order to qualify to take family and medical leave under this policy, the HPSA Member must meet all of the following conditions:

- (1) The HPSA Member must have worked for the employer at least twelve (12) months or 52 weeks. The 12 months, or 52 weeks, need not have been consecutive. For eligibility purposes, an HPSA Member will be considered to have been employed for an entire week even if the HPSA Member is on leave during the week.
- (2) The HPSA Member must have worked at least 1,250 hours during the twelve (12) month period immediately before the date when the leave would begin.

**Type of Leave Covered:** In order to qualify as FMLA Leave under this policy, the HPSA Member must be taking the leave for one of the following reasons:

- (1) The birth of a child and in order to care for that child
- (2) The placement of a child for adoption or foster care
- (3) To care for a spouse, child, or parent (excluding in-laws) with a serious health condition; or the serious health condition (defined below) of the HPSA Member.

An HPSA Member may take leave because of a serious health condition that makes the HPSA Member unable to perform the functions of the HPSA Member's position.

A serious health condition is defined as a condition which requires in-patient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. A licensed health care provider is defined as: a doctor of medicine, a doctor of osteopathy, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse midwife, and Christian Science practitioner.

This policy covers illnesses of a serious and long-term nature resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three days would be considered a serious health condition.

If an HPSA Member takes paid sick leave for a condition that progresses into a serious health condition, it is the HPSA Members responsibility to notify the Human Resources Director or his designee. If the HPSA Member requests unpaid leave under this policy,

the Department may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

Certification of a Serious Health Condition: The CITY may ask for certification of a serious health condition (forms provided by the CITY). Failure to provide certification may result in the denial of continuation of leave. Certification of a serious health condition shall include:

- (1) The date when the condition began, its expected duration, diagnosis, and a brief statement of treatment.
- (2) When using medical leave for the HPSA Member's own medical condition, a statement that the HPSA Member is temporarily unable to perform work of any kind or a statement that the HPSA Member is unable to perform the essential functions of the HPSA Member's position.
- (3) For a seriously ill family member, the certification must include a statement that the patient requires assistance and the employee's presence would be beneficial or desirable.

If the HPSA Member plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule, based on the physician's review of the HPSA Member's job specifications.

HPSA Members with questions about FMLA are encouraged to consult with Human Resources and/or the HPSA.

An eligible HPSA Member can take up to twelve (12) weeks of leave under this policy during any twelve (12) month period. Each time an HPSA Member takes leave, the CITY will compute the amount of leave taken under this policy and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the HPSA Member is entitled to take at that time. Note: Not more than 12 weeks can be taken in any 12-month period.

If a husband and wife both work for the CITY, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent-in-law) with a serious health condition, the husband and wife may only take a joint total of twelve (12) weeks of leave.

Certification Supporting Leave Request: Certification issued by a health care provider may be required to support an HPSA Member's request for leave due to a serious health condition. When required by the employer, an HPSA Member must provide a copy of the certification in a timely manner.

Should the employer have reason to doubt the validity of an HPSA Member's certification, the employer may require the HPSA Member to obtain the opinion of a second health care provider designated or approved by the employer. The employer is obligated to pay for the second opinion. In the event of a conflict between the first and second opinion, the employer may, again at its own expense, obtain a third opinion from a health care provider approved jointly by the employer and the HPSA Member. This third opinion would be final and binding.

HPSA Member Status & Benefits During Leave: An HPSA Member who has used all accrued paid leave and is still within the twelve (12) week period allowed by law, but in a leave without pay status, will have their health care benefits continued and paid for by the CITY through the rest of the twelve (12) week leave period. The HPSA Member may elect to continue coverage at their own expense if leave is approved beyond that period. Co-payments for the HPSA Member plus one or greater coverage will be deducted through normal paychecks. If the HPSA Member is on Leave Without Pay, the HPSA Member shall remit to the CITY, based on a payment schedule from the Finance Department, payment for the co-payment portion of the insurance premium.

Self-funded Insurance: As per the self-funded plan, policy and procedures.

HPSA Member Status After Leave: An HPSA Member who takes leave under this policy will be able to return to the same job or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that entails substantially equivalent skill, effort, responsibility and authority.

Use of Paid and Unpaid Leave: The CITY shall require the HPSA Member to use appropriate accrued paid leave before granting unpaid leave.

The HPSA Member 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 HPSA Member counts as FMLA leave, based on information provided by the HPSA Member and/or a health care provider.

Intermittent or Reduced Schedule Leave: Intermittent or reduced schedule leave for the HPSA Member may be used under the law when medically necessary, as certified by a licensed physician. Intermittent or reduced schedule leave may be permitted under

some circumstances in the case of family leave, but only with prior approval by the CITY. Intermittent leave reduces the twelve week entitlement only by the actual time used.

Procedure for Requesting Leave: Except where leave is not foreseeable, all HPSA Members requesting leave under this policy must contact the Human Resources Director or his designee for appropriate directions and forms.

Miscellaneous Provisions: The CITY and the HPSA recognize that FMLA makes it unlawful for any employer to:

- (1) Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- (2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA, and
- (3) Discharge or discriminate against any person because of involvement in any proceeding under or related to FMLA.

Employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA at all job sites.

The preceding sections are not intended to be all inclusive. Specific situations may require reference to the provisions of Public Law 103.3.

Qualifying Period: For those HPSA Members who are in a qualifying period, the time for said qualifying period will be halted while the HPSA Member is on leave. Once the HPSA Member returns to work, the qualifying period will start at the point the HPSA Member first returns to work.



**Memorandum of Agreement**  
**Between**  
**The City of Henderson and the**  
**Henderson Police Supervisors Association**  
**April 14, 2011**

**Issue: One (1) year Extension of the HPSA Collective Bargaining Agreement**

The parties have agreed to extend the current collective bargaining agreement through June 30, 2012. 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. The City will pay 100% of the July 2011 PERS increase.
2. Amend Article 15 HOLIDAY PAY as outlined below:

**ARTICLE 15. HOLIDAY PAY:**

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

- |     |                               |                                     |
|-----|-------------------------------|-------------------------------------|
| 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.  | <del>Columbus Day</del>       | <del>Second Monday in October</del> |
| 8.  | Nevada Day                    | Last Friday in October              |
| 9.  | Veterans Day                  | November 11th                       |
| 10. | Thanksgiving Day              | Fourth Thursday in November         |
| 11. | Family Day                    | Friday following Thanksgiving       |
| 12. | 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 shift     | Last 6 hours of shift               |
| 13. | Christmas Day                 | December 25th                       |

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

**Section 4: Floating Holidays: HPSA members will be eligible for two (2) floating holidays each calendar year, beginning in the next available pay period after the ratification of this agreement and each January 1<sup>st</sup> thereafter. The floating holidays will be scheduled in the same manner as a vacation day. The floating holidays must be used within the calendar year and cannot be carried over to the following year. If an HPSA 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.**

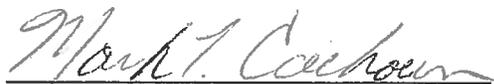
Officers newly promoted to the rank of Sergeant prior to June 30<sup>th</sup> of the calendar year will receive one (1) floating holiday upon promotion. Those officers promoted on or after July 1<sup>st</sup> will receive two (2) floating holidays the following January.

**Section 5: Holiday on a Normal Day Off:** Should a holiday fall on the HPSA 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 (10) hours at their regular rate of pay.

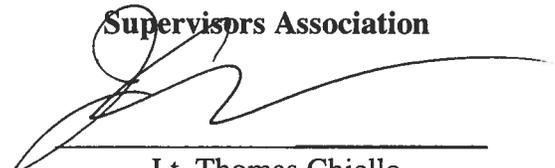
- (a) HPSA Members will be allowed to bank holiday hours up to one-hundred and sixty (160) total hours. Holiday hour banks will carry over from year to year and must be utilized prior to termination or retirement. Any hours remaining at termination or retirement will be forfeited. Banked holiday hours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

- 3. Amend Article 36 Section 1 to reflect that the agreement, with this extension, shall be effective July 1, 2011.
- 4. Amend Article 36 Section 2(a) and (b) to reflect either party desiring to open negotiations provide written notice of such desire on or before February 1, 2012.

**City of Henderson, Nevada**

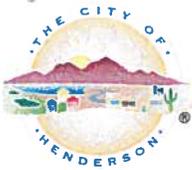
  
Mark T. Calhoun, P.E.  
City Manager

**Henderson Police  
Supervisors Association**

  
Lt. Thomas Chiello  
President

**ATTEST:**

  
Sabrina Mercadante, CMC  
City Clerk



**Memorandum of Agreement**  
**Between**  
**The City of Henderson and the**  
**Henderson Police Supervisors Association**  
**June 13, 2012**

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**Issue: Additional Two (2) Year Extension of the 2008-2011 Collective Bargaining Agreement**

In light of the on-going budgetary challenges facing the City of Henderson, and in the spirit of collaborative and balanced solutions, the parties have agreed to extend the terms and conditions of the current collective bargaining agreement through June 30, 2014, with the following modifications:

1. Should the Henderson Police Officers' Association agree to a reduction in base salary, an equivalent reduction will not be imposed on members of the Henderson Police Supervisors Association.
2. Section 5 of Article 15 will be modified as follows:

**ARTICLE 15. HOLIDAY PAY:**

Section 5: Holiday on a Normal Day Off: Should a holiday fall on the HPSA Members regularly scheduled day off, the Member ~~shall have the option to either~~ **will bank** the hours for future time-off with pay. ~~or be paid ten (10) hours at their regular rate of pay.~~

(a) HPSA 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 carry over 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.

3. Section 4 of Article 21 will be modified as follows:

**ARTICLE 21. RETIREMENT:**

Section 4: ~~If after the term of this agreement, any increases in contribution rate are mandated by future legislative action, the increase shall be shared equally between the CITY and the HPSA member.~~

**NOTE - This section is null and void for the term of this agreement unless there is legislative action that mandates a PERS increase be shared equally between employee and employer.**

4. Section 3 of Article 10 will be created as follows:

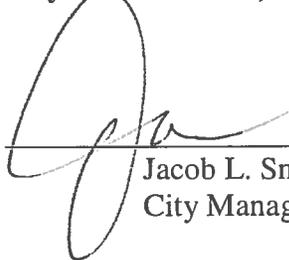
**ARTICLE 10. SAFETY AND HEALTH**

**Section 3: HPSA members using Life Signs for their legislatively-mandated annual physical will have available the same battery of tests as the City's firefighters at no additional cost to the HPSA member.**

5. Should the Public Safety Unions and the City fail to negotiate and ratify a separate collective bargaining agreement covering employee benefits, it is recognized that there would be \$30,000 for FY 13 and \$32,000 for FY 14, which would be the subject of additional negotiations between the parties.

All contract language modifications within this MOA will sunset on June 30, 2014, and revert to original contract language and existing MOAs which modify existing contract language.

**City of Henderson, Nevada**



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Jacob L. Snow  
City Manager

**Henderson Police  
Supervisors Association**



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Lt. Thomas Chiello  
President

**ATTEST:**



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Sabrina Mercadante, CMC  
City Clerk