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FILED
August 15, 2024
State of Nevada
E.M.R.B.
10:14 a.m.

8 Representatives for Complainants

9 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

10 **STATE OF NEVADA**

11 * * *

12 Henderson Police Supervisors Association,
13 INC., a Nevada Non-Profit Corporation and
14 Local Government Employee Organization, and
15 Its Named and Unnamed Affected Members,

CASE NO.: **2024-028**

COMPLAINT

16 Complainants,

17 vs.

18 City Of Henderson,

19 Respondent.

20 Complainants HENDERSON POLICE SUPERVISORS ASSOCIATION, INC.
21 (“HPSA”), a local government employee organization, and HPSA’s named and unnamed affected
22 members, by and through their representatives of record, hereby complain and allege against
23 Respondent CITY OF HENDERSON (“City”) as follows:

24 ///

25 **JURISDICTIONAL ALLEGATIONS**

26 1. At all relevant times herein, HPSA was and is an *employee organization* as that
27 term is defined in NRS 288.040. HPSA is comprised of active police and correction supervisors
28 who serve the community of Henderson, Nevada. HPSA’s current mailing address is 145 Panama
Street, Henderson, Nevada 89015.

2. At all relevant times herein, HPSA’s affected members were and are *local
government employees* as that term is defined in NRS 288.050.

1 3. At all relevant times herein, the City was and is a political subdivision of the State
2 of Nevada. The City is the *local government employer* of HPSA's members as that term is defined
3 in NRS 288.060.

4 4. The Government Employee-Management Relations Act was adopted by the
5 Nevada Legislature in 1969 and is now embodied in NRS Chapter 288.

6 5. NRS 288.140(1) provides as follows:

7 It is the right of every local government employee, subject to the
8 limitations provided in subsections 3 and 4, to join any employee
9 organization of the employee's choice or to refrain from joining any
10 employee organization. **A local government employer shall not
discriminate in any way among its employees on account of
membership or non membership in an employee organization.**

11 (emphasis added).

12 6. NRS 288.150 provides in pertinent part as follows:

13 1. Except as otherwise provided in subsection 6 and NRS 354.6241,
14 every local government employer shall negotiate in good faith
15 through one or more representatives of its own choosing concerning
16 the mandatory subjects of bargaining set forth in subsection 2 with
17 the designated representatives of the recognized employee
organization, if any, for each appropriate bargaining unit among its
employees. If either party so requests, agreements reached must be
reduced to writing.

18 2. The scope of mandatory bargaining is limited to:

19 (a) Salary or wage rates or other forms of direct monetary
compensation.

20 ...

21 (m) Protection of employees in the bargaining unit from
22 discrimination because of participation in recognized employee
organizations consistent with the provisions of this chapter.

23 7. NRS 288.270(1) provides in pertinent part as follows:

24 It is a prohibited practice for a local government employer or its
designated representative willfully to:

25 (a) **Interfere, restrain or coerce any employee in the exercise of
any right guaranteed under this chapter.**

26 (b) Dominate, **interfere** or assist in the formation or **administration
of any employee organization.**

27 (c) **Discriminate** in regard to hiring, tenure or any term or condition
28 of employment to **encourage or discourage membership in any
employee organization.**

1 (d) Discharge or otherwise **discriminate** against any employee
2 because the employee has signed or filed an affidavit, petition or
3 complaint or given any information or testimony under this chapter,
4 or **because the employee has formed, joined or chosen to be**
5 **represented by any employee organization.**

6 (e) **Refuse to bargain collectively in good faith with the exclusive**
7 **representative as required in NRS 288.150.** Bargaining
8 collectively includes the entire bargaining process, including
9 mediation and fact-finding, provided for in this chapter.

10 (f) Discriminate because of race, color, religion, sex, sexual
11 orientation, gender identity or expression, age, physical or visual
12 handicap, national origin or because of political or personal reasons
13 or affiliations.

14 (emphasis added).

15 8. This Government Employee-Management Relations Board ("Board") has
16 jurisdiction pursuant to NRS 288.110(2) to "hear and determine any complaint arising out of the
17 interpretation of, or performance under, the provisions of this chapter by the Executive
18 Department, any local government employer, any employee, as defined in NRS 288.425, any local
19 government employee, any employee organization or any labor organization."

20 9. This Board has further jurisdiction pursuant to NRS 288.280 to hear and determine
21 "[a]ny controversy concerning prohibited practices."

22 10. When a labor dispute arises, employees and recognized employee organizations are
23 required to raise before the Board issues within the jurisdiction of the Board before resorting to
24 civil litigation. *Rosequist v. Int'l Ass'n of Firefighters Local 1908*, 118 Nev. 444, 450-51, 49 P.3d
25 651, 655 (2002), *overruled on other grounds by Allstate Ins. Co. v. Thorpe*, 123 Nev. 565, 170
26 P.3d 989 (2007).

27 ///

28 11. HPSA is the recognized bargaining unit for the members of its association. As
such, committee members, officers, board members, and other representatives engage in collective
bargaining negotiations with representatives of the City with respect to contractual obligations and
terms of employment.

12. The violations of state law and the "union busting" practices identified herein have
been an ongoing policy and practice of the City.

1 GENERAL ALLEGATIONS

2 13. The underlying grievance in this matter was related to whether and when HPSA
3 member John Bellow received appropriate discipline (i.e. demotion) on May 16, 2023 relative to
4 an allegation(s) of misconduct.

5 14. Pursuant to the collective bargaining agreement (“CBA”) between the HPSA and
6 the City, Officer Bellow filed a grievance seeking to amend the discipline and after following the
7 grievance procedure, the parties ultimately proceeded to schedule arbitration as called for by the
8 CBA.

9 15. Arbitration was scheduled to begin on August 19, 2024.

10 16. On or about July 22, 2024 the City provided Officer Bellow with a verbal settlement
11 offer related to the above grievance and pending arbitration.

12 17. Officer Bellow did not respond to the offer from the City.

13 18. On August 8, 2024, Officer Bellow was served with notice of a service in relation
14 an administrative investigation which reads as follows: *It is alleged that on November 26th, 2020,*
15 *you were involved in an off-duty physical altercation in California, in which you were identified*
16 *as an armed off-duty police officer, resulting in a large police response. This altercation resulted*
17 *in you being listed as a suspect in a battery investigation and federally sued for assault, battery,*
18 *aiding/abetting, intentional infliction of emotional distress, negligence, false imprisonment, false*
19 *arrest, defamation, and a violation of civil rights. It is further alleged that you did not report this*
20 *incident to your chain of command and utilized sick time to attend one or more of the hearings.*

21 19. On the night of August 8, 2024, Officer Bellow was also placed on paid
22 administrative leave pending the results of the new investigation.

23 20. On August 8, 2024, as Officer Bellow was being placed on administrative leave,
24 Officer Bellow’s chain of command, Lieutenant Brett Seekatz, informed internal affairs that
25 Officer Bellow in fact did make notifications regarding the incident in California.

26 21. Internal affairs placed Officer Bellow on administrative leave regardless of
27 Lieutenant Seekatz’s defense of Officer Bellow.

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1 2. For a finding that Respondent discriminated against HPSA’s members because they
2 joined, maintained governing positions with, or chose to be represented by the HPSA, in violation
3 of NRS 288.140 and NRS 288.270.

4 3. For a finding that Respondent interfered in the administration of the HPSA
5 employee organization in violation of NRS 288.270.

6 4. For a finding that Respondent discriminated against HPSA members because of
7 their desire to be part of the governance of the HPSA, in violation of NRS 288.270.

8 5. For a finding that Respondent discriminated against HPSA members because of
9 political or personal reasons or affiliations.

10 6. For an order posted publicly that Respondent cease and desist from all prohibited
11 and unfair labor practices found herein, including but not limited to conduct involving “union
12 busting.”

13 7. For an order that Respondent immediately cease the investigation into Officer
14 Bellow and reinstate him to work with a letter of apology

15 8. For such other and further relief as the Board deems appropriate under the
16 circumstances.

17 DATED this 14th day of August 2024.

18 **NEVADA ASSOCIATION OF**
19 **PUBLIC SAFETY OFFICERS**

20 By: /s/ Andrew Regenbaum
21 ANDREW REGENBAUM, J.D.
22 Executive Director
23 145 Panama Street
24 Henderson, Nevada 89015

25 Representatives for Complainants

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CERTIFICATE OF MAILING

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This is to certify that on the 15th day of August, 2024, the undersigned, the office manager at the Nevada Association of Public Safety Officers, filed the foregoing Complaint with the EMRB (emrb@business.nv.gov) electronically and via certified mail, return receipt requested for the City of Henderson, City Attorney at the following address:

Nicholas Vascov, Esq.
City Attorney, City of Henderson
240 Water Street
PO Box 95050, MSC 144
Henderson, NV 89009

By: Christine LoVasco
Christine LoVasco

1 Nicholas G. Vaskov
City Attorney
2 Brian G. Anderson
Assistant City Attorney
3 Nevada Bar No. 10500
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8 *Attorneys for City of Henderson*

FILED
September 9, 2024
State of Nevada
E.M.R.B.
3:56 p.m.

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10 **STATE OF NEVADA**
11 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

12 Henderson Police Supervisors Association,
Inc., a Nevada Non-Profit Corporation and
13 Local Government Employee Organization,
and its Named and Unnamed Affected
14 Members,

15 Complainants,

16 vs.

17 CITY OF HENDERSON

18 Respondent.

EMRB Case No.: 2024-028

**RESPONDENT’S MOTION TO
DISMISS OR TO STAY TO EXHAUST
CONTRACT REMEDIES**

19
20 Respondent City of Henderson (the “City”), by and through its undersigned counsel
21 of record, hereby submits this Motion to Dismiss the Complaint filed by the Henderson Police
22 Supervisors Association (“HPSA”); alternatively, the City requests the Board stay the
23 proceedings pending the parties’ exhaustion of bargained-for remedies in the labor agreements
24 negotiated with City’s recognized and appropriate law enforcement bargaining agents.

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CITY ATTORNEY’S OFFICE
CITY OF HENDERSON
240 S. WATER STREET MSC 144
HENDERSON, NV 89015



1 This Motion is made pursuant to NRS Chapter 288 (the Employee-Management
2 Relations Act), NRS Chapter 233B, and NAC Chapter 288 and is based upon following points
3 and authorities, the pleadings and documents on file with the Board and attached to this
4 Motion, and any oral argument requested by the Board.

5 Dated this 9th day of September 2024.

6 CITY OF HENDERSON

7
8 /s/ Brian G. Anderson
9 Brian Anderson
10 Kristina Gilmore
11 240 Water Street, MSC 144
12 Henderson, Nevada 89015
13 *Attorneys for City of Henderson*

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

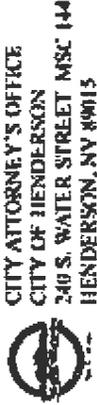
15 **I. INTRODUCTION**

16 The HPSA’s Complaint¹ alleges the City violated labor laws and requests the Board
17 order the City to “immediately cease the investigation into Officer Bellow and reinstate him
18 to work with a letter of apology.” Compl. p. 6, ¶ 7. The HPSA has disregarded its bargained-
19 for remedies and procedures established in the CBA and filed the instant Complaint for Board
20 review without first filing a grievance or complaint with the City as required by the parties’
21 grievance procedure. The HPSA’s attempt to circumvent the bargained for processes to
22 expediate Board review should not be condoned by the Board.

23 The Complaint fails to allege or present a justiciable controversy² under NRS Chapter
24 288 for this Board’s review. The claims are not ripe as the investigation at issue (the

25 ¹ The City has not stipulated to “waive the limitation on representation” for contested
cases before the Board.” *See* NAC 288.278.

26 ² In construing NAC 288.200, the Nevada Supreme Court held that “a ‘justiciable
27 controversy’ requires a ripe dispute between two interested and adverse parties, in which the
28 moving party’s interest is legally recognized.” *UMC Physicians’ Bargaining Unit of Nev.
Serv. Emps. Union v. Nev. Serv. Emps. Union/SEIU Loc. 1107, AFL-CIO*, 124 Nev. 84, 93,
178 P.3d 709, 715 (2008).



1 “Investigation”) is authorized by law and no discipline has been imposed, and any potential
2 discipline would be subject to the CBA’s grievance procedure. Indeed, the terms and
3 conditions of City employment, (anticipated) discriminatory/retaliatory discipline, are
4 “alleged violation(s) of any of the provisions of [the CBA] or policy or procedure,” and are
5 subject to the CBA’s bargained-for Grievance Procedure.

6 Finally, the Complaint’s boiler plate allegations of unfair labor practices fail to satisfy
7 the Board’s pleading standards, including the “time and place of the occurrence of the
8 particular acts and the names of persons involved” sufficient to place the City on notice of the
9 nature of the claims or otherwise present a justiciable controversy under NAC 288.200(1)(c).³
10 The claims are unsupported by the allegations in the Complaint and fail to make a prima facia
11 showing of unfair labor practices such that the Complaint should be dismissed. More
12 importantly, HPSA’s requested relief would have this Board commandeer a law enforcement
13 agency’s authority and obligation to investigate complaints regarding its employees. It would
14 do so based upon the assumption that the Investigation is *per se* retaliatory, simply because
15 the employee was subject to prior discipline, regardless of the underlying facts, outcome, and
16 bargained for contractual rights. Such relief would establish dangerous precedent, particularly
17 where, as here, the “pattern and practice” complained of consists of a single employee.

18 Accordingly, the HPSA’s Complaint should be dismissed for failure to exhaust
19 contract remedies, failure to present a justiciable controversy, and failure to adequately allege
20 unfair labor practices within the scope of NRS Chapter 288. Alternatively, the Board should
21 stay the proceeding pending the results of the Investigation and the parties’ exhaustion of
22 bargained-for remedies set forth in the CBA.

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27 ³ The HPSA is not an interested party under NRS Chapter 288 as the Complaint’s
28 alleged improper practices relate only to Officer Bellow – who is exclusively represented by
the Henderson Police Officers Association – not the HPSA.

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II. BACKGROUND

1. Overview of the City’s Labor Agreements with Law Enforcement Employees.

The City recognizes and has negotiated labor agreements (“CBAs”) with two law enforcement employee organizations: the HPSA (representing employees classified as Police Sergeants and Lieutenants) and the Henderson Police Officers Association (“HPOA”) (representing employees classified as Police Officers). A copy of the HPSA CBA is on file with the Board and is attached hereto as **Exhibit 1** with an amending Memorandum of Agreement (“MOA”) attached here to as **Exhibit 2**. A copy of the HPOA CBA is also on file with the Board and is attached hereto as **Exhibit 3** with an amending MOA attached hereto as **Exhibit 4**.⁴ The provisions of the CBAs establish the Parties’ duties, obligations, standards, and procedures related to compliance “with all Federal, State or local laws ... pertaining to all aspects of employment” (Art. 11),⁵ sick leave limitations (Art. 13 § 7); administrative leave provisions (Art. 14 § 3); discipline and termination (Art. 22; *see also* **Ex. 2**, Art. 22); and other “Rules and Regulations: governing the conduct of the parties, and Code of Conduct/ disciplinary provisions (Exs. 1 and 2, Art. 26).⁶

Article 29 of the HPSA CBA comprehensively describes the grievance and arbitration procedures governing employee discipline alleged to be in violation of the CBA and provides that “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.” **Ex. 1**, Art. 29 § 1. Article 29 further provides “that the CITY has a right to discipline or discharge HPSA

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⁴ The HPSA MOA, dated September 5, 2023, amends Articles 3, 20 § 7, 22 § 4, 26 § 4 and Appendix A to the HPSA CBA. *See* **Ex. 2**. The HPOA MOA, dated September 5, 2023, amends Articles 3, 19 § 4, 21 § 5, 25 § 4 and Exhibit C to the HPOA CBA. *See* **Ex. 4**.

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⁵ The “negotiated and bargained for Disciplinary Matrix ... incorporated into the CBA” provides that “All harassment, discrimination, and hostile work environment complaints will be investigated through Human Resources.” **Ex. 2**, pp 6, 9.

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⁶ The HPOA CBA contains similar provisions. *See* Exs 3 and 4, Art. 10 (compliance with laws pertaining to non-discrimination and employment opportunities); Art. 12 (Sick Leave); Art. 13 (Administrative Leave); Art. 21 (Disciplinary Process); Art. 25 (Rules and Regulations); and Art. 28 (Grievance Procedure).

1 Members for just cause. Disciplinary matters, except oral reprimands, shall be subject to the
2 Grievance Procedure.” *Id.* §1(a).

3 **2. Background and Factual Allegations**

4 On or about May 16, 2023, John Bellow was demoted from the position of Sergeant
5 to Officer based upon a determination that he violated several City and Department policies,
6 including, without limitation, the City’s Sexual Harassment Policy; misuse and/or abuse of
7 supervisory authority; failure to ensure employees perform required duties; failure to activate
8 bodycam (MVICS) and record all contacts with citizens per NRS 298.830; and conduct
9 unbecoming an employee which has the potential to bring discredit to the department. *See*
10 Compl. ¶ 13.

11 Officer Bellow grieved his discipline pursuant to the Grievance Procedure set forth in
12 the CBA, his discipline was upheld by City Management, and the matter subsequently
13 proceeded to arbitration. *See* Compl. ¶ 14. The Arbitration began on August 19, 2024 and
14 concluded the following day, August 20, 2024. *See id.* at 15. The arbitrator’s decision is not
15 expected for several months.⁷

16 On August 8, 2024, Officer Bellow was served with a Notice of Administrative
17 Investigation related to an off-duty incident in California in which Bellow was identified as
18 an armed off-duty police officer, resulting in a large police response and Bellow being listed
19 as a suspect in a battery (criminal) investigation and federally sued for a number of claims
20 including false arrest and violating civil rights. *Id.* ¶ 18; *see also Munoz v. Bellow*, Case no.:
21 2:22-cv-02316-FWS-GJS (C.D. Cal. 2022). The HPSA alleges that Bellow made notifications
22 regarding the incident in California and that the City failed to immediately respond to requests
23 from union representatives regarding Bellow’s use of sick leave. *Id.* ¶ 20-23.⁸

25 ⁷ After the arbitration transcripts are received, the parties have 45 days to submit closing
26 briefs. The arbitrator’s decision is expected to issue within 60 days from receipt of the briefs.

27 ⁸ The HPSA does not allege that Officer Bellow requested his sick leave records from
28 the City (or HR) nor does the Complaint acknowledge that under the CBA, Internal Affairs
Records are to be kept confidential and that officers are entitled to review of the investigative
file only after they are notified of grievable discipline. *See Ex. 1*, Art. 29 § 1; NRS 289.057(3).

1 Based upon the events related to Officer Bellow, the HPSA seeks a finding from the
2 Board that the City violated a laundry list of purported unfair labor practices⁹ and an order
3 that the City cease these practices and “immediately cease the investigation into Officer
4 Bellow and reinstate him to work with a letter of apology.” Compl. ¶ 24 through p. 6.

5 III. ARGUMENT

6 1. The Complaint Should Be Dismissed for Failure to Exhaust Contract Remedies

7 Under NAC 288.375, a Complaint before the Board is subject to dismissal “[u]nless
8 there is a clear showing of special circumstances or extreme prejudice, *if the parties have not*
9 *exhausted their contractual remedies, including rights to arbitration.*” NAC 288.375(c)
10 (emphasis added). While the Board has exclusive jurisdiction over unfair labor practices under
11 NRS Chapter 288, the parties must first exhaust their contractual remedies, “including all
12 rights to arbitration.” *See Operating Engineers Local Union No. 3 v. Incline Village Gen*
13 *Improvement Dist.*, Case No. 2020-12, Item No. 864-C (2021).¹⁰ “The Board will not take
14 jurisdiction in a matter which is clearly a contract grievance.” *Education Support Employees*
15 *Ass’n v. Clark Cnty. Sch. Dist.*, Item No. 288, Case No. A1-045509 (1992).

16 The Board has repeatedly emphasized that the preferred method for resolving disputes
17 is through the bargained-for processes, and the Board applies NAC 288.375 liberally to
18 effectuate that purpose. *See Operating Engineers Local Union No. 3*, Item No. 864-C; *see*
19 *also* NAC 288.040; *Las Vegas Peace Officers Supervisors Ass’n v. City of Las Vegas*, Case
20 No. 2019-013, Item No. 848 (2019); *Storey Cnty. Firefighters Ass’n, IAAF Local 4227 v.*
21 *Storey Cnty.*, Case No. A1-045979, Item No. 727 (2011).

22 _____
23 ⁹ The HPSA’s alleged but unsupported unfair labor practices against the City include:
24 interfering, retraining, or coercing HPSA members and interfering with HPSA administration;
25 union busting; discrimination because HPSA members joined or chose to become leaders
and/or based upon political or personal reasons; and retaliating against Bellow by opening a
new investigation.

26 ¹⁰ “There is a strong presumption in favor of arbitrating a dispute where a valid and
27 enforceable arbitration agreement exists between the parties.” *SR Constr., Inc. v. Peek Bros.*
Constr., Inc., 138 Nev. 414, 417, 510 P.3d 794, 798 (2022). Absent a clear showing of “special
28 circumstances” or “extreme prejudice,” a matter may be dismissed by the Board for failure of
a party to pursue contractual remedies, including a right to arbitration. *See Las Vegas City*
Employees’ Ass’n v. City of Las Vegas, Case No. 2021-008, Item No. 884 (2023).

1 Here, the CBA comprehensively describes and provides for a thorough grievance
2 procedure, including appeal and arbitration rights. **Ex. 1**, Art. 29 § 1. A “grievance” is broadly
3 defined “as *any dispute* which arises regarding an *interpretation, application, or alleged*
4 *violation of any of the provisions of this Agreement or policy or procedure.*” *Id.* (emphasis
5 added). Under the Parties’ bargained-for grievance procedure, “any dispute concerning the
6 interpretation or application of an expressed provision of this Agreement shall be subject to
7 this, and exclusive to this grievance procedure.” *Id.*

8 The HPSA’s Complaint pertains to the terms and conditions of employment with the
9 City, operations and procedures of the department, and alleged (and anticipated)
10 discriminatory/retaliatory actions and/or discipline. *See* Compl. These matters are “alleged
11 violation(s) of any of the provisions of [the CBA] or policy or procedure,” and are subject to
12 the Grievance Procedure of Article 29 of the CBA. **Ex. 1**, Art. 29.

13 The HPSA alleges the City’s August 8, 2024 initiation of the Investigation was done
14 for discriminatory or retaliatory reasons. The HPSA attempts to correlate the initiation of the
15 investigation with Officer Bellow’s failure to accept a proposal to resolve a grievance prior to
16 arbitration on August 19 and 20, 2024. In other words, the HPSA’s theory is that the City did
17 not want to participate August 19th arbitration so it withdrew the possibility of settlement and
18 initiated a *new* investigation that could result in a second arbitration. Although the City
19 withdrew the settlement offer nearly two weeks before the arbitration, even accepting the
20 HPSA’s untenable theory as true, a dispute over the City’s alleged conduct certainly qualifies
21 as a dispute “aris[ing] regarding an interpretation, application, or alleged violation of any of
22 the provisions of [the CBA] or policy or procedure” and is therefore subject to the Article 29
23 Grievance Procedure. **Ex. 1**, Art. 29.

24 First, the claims alleged in the Complaint are contractually based since the actions and
25 procedures undertaken by the City are within the scope of the CBA. Further, amongst its many
26 provisions, including those governing disciplinary investigations, sick leave, administrative
27 leave, and the administration of discipline, the CBA compels all parties to comply “with all
28 Federal, State or local laws ... pertaining to all aspects of employment.” *See Ex. 1*, Arts. 11,

1 13, 14, 22, 26. Neither the HPSA nor Officer Bellow have filed an internal complaint or
2 grievance with the City related to discrimination, retaliation, or the Investigation. It appears
3 the HPSA has attempted to couch its ultimate request for relief (that the Board order the City
4 to terminate an investigation of potential employee misconduct) to argue the City's actions
5 are *de facto* unfair practices to invoke the Board's jurisdiction and to avoid the CBA's
6 Grievance Procedure. However, the Board has correctly acknowledged such arguments
7 "would be to permit the perverse incentive to ignore bargained for processes in order to skip
8 straight to Board review." *See Operating Engineers Local Union No. 3*, Item No. 864-C.
9 Further, the Board has established that it "will not condone [a] Complainant's attempts to
10 circumvent the bargained for processes and expediate Board review." *Id.*

11 Second, there are no special circumstances or extreme prejudice present that would
12 justify Complainant not following the bargained for processes in these cases. There is no
13 allegation that HPSA could not have followed the CBA's procedures and submitted
14 grievances to the City. Indeed, to the extent Complainants believe that the result of any
15 subsequent Grievance Procedure supports any claims subject to this Board's jurisdiction, the
16 Board would at least have the benefit of a complete record (including any potential findings
17 or determinations made by an arbitrator), allowing it to particularly identify an alleged adverse
18 employment action or unfair labor practice, and otherwise facilitate the Board's evaluation of
19 any such claims.

20 At a minimum, the Board should stay the matter until such time as the City can present
21 a complete record from any Grievance Procedure such that the Board can accurately determine
22 whether "the contractual issue[s] were] factually parallel to the unfair labor practice issue[s];
23 and the arbitrator was presented generally with the facts relevant to resolving the [unfair labor
24 practice]." *See City of Reno v. Reno Police Protective Ass'n*, 118 Nev. 889, 896, 59 P.3d 1212,
25 1217 (2002) (citations omitted). Because compliance with the CBA's Grievance Procedures
26 may ultimately resolve the matters stated in the Complaint, the Board should dismiss the
27 Complaint for failure to exhaust contract remedies; alternatively, the Board should stay these
28 proceedings until the parties can proceed through the Grievance Procedure.

1 **2. The Complaint Should be Dismissed for Failure to Allege Probable Cause of an**
2 **Prohibited Labor Practice.**

3 Pursuant to the Board's regulations, where a Complaint (or claim) filed with the Board
4 is not supported by probable cause, dismissal is appropriate. *See* NAC 288.375(1); *see also*
5 *Richards v. Police Managers and Supervisors Ass'n*, Item No. 799, Case No. A1-046094
6 (2013); *Asch v. Clark Cnty. School Dist.*, Item No. 314, Case No. A1-045541 (1993). The
7 Board also has the power to dismiss defective pleadings that are insufficient to raise a
8 justiciable controversy. NAC 288.200(1)(c); *see also Smaellie v. City of Mesquite/Mesquite*
9 *Police Dept.*, Item No. 671, Case No. A1-045917 (2008) (Motion to Dismiss granted "as a
10 prohibited practice was not identified").

11 A. *The Investigation is not an Unfair Practice Subject to the Board's Jurisdiction.*

12 First, the City's initiation of the Investigation into potential employee misconduct,
13 consistent with and authorized by the CBA and NRS Chapter 289, is not an adverse
14 employment action or an unfair labor practice. Practically speaking, the HPSA's requested
15 relief would require this Board to substitute its judgment as to how and when a law
16 enforcement agency may or may not investigate potential employee misconduct, disregard
17 Nevada's statutory authority governing standards for law enforcement employee
18 investigations, disregard the underlying allegations of misconduct subject to investigation,
19 and infer the subjective intent of the City (and HPD /internal affairs bureau) is improper and
20 rises to the level of an unfair labor practice for it to issue an order directing the City to
21 terminate a pending police investigation.

22 While the City is unaware of any Board precedent ordering the termination of an
23 investigation, Federal courts have warned against such a practice as "reliance on the handling
24 of the investigations to establish adverse employment action would erode the policy reason
25 for encouraging employers to investigate complaints for fear that an investigation would lead
26 to a claim of retaliation based on an inadequate investigation." *McKissick v. City of Reno*, No.
27 3:17-cv-458-MMD-CBC, 2019 WL 3241161, at *12 (D. Nev. July 18, 2019) (citing *Cozzi v.*
28 *Cnty. of Marin*, 787 F. Supp. 2d 1047, 1069 (N.D. Cal. 2011)).

1 This Board lacks jurisdiction to issue an order to stop an investigation as police
2 investigations are authorized and governed more specifically by Nevada’s Police Officer Bill
3 of Rights (“POBOR”) set forth in NRS Chapter 289. The POBOR provides a peace officer
4 with additional procedural protections during an internal investigation conducted by their
5 employer, including when the officer is a witness or the target of the investigation. *See Bisch*
6 *v. Las Vegas Metro Police Dept.*, 129 Nev. 328 (2013); *Nev. Ass’n of Public Safety Officers*
7 *v. Metro*, Item No. 885, Case No. 2021-002 (2023); *Las Vegas Police Protective Ass’n v. Dist.*
8 *Court*, 138 Nev. Adv. Op. 59, 515 P.3d 842 (2022) (a peace officer “subject to an investigation
9 conducted pursuant to NRS 289.057 has a right to choose their own representatives ... so long
10 as the representatives are not connected to, or the subject of, the same investigation and the
11 representatives follow the guidelines set forth in NRS Chapter 289.”)

12 The POBOR also authorizes and establishes standards for police investigations related
13 to alleged misconduct. Specifically, NRS 289.057 provides that “an investigation of a peace
14 officer may be conducted in response to a complaint or allegation that the peace officer has
15 engaged in activities which could result in punitive action.” NRS 289.057(1). Further, an
16 employee aggrieved by an employer’s action in violation of NRS Chapter 289 to apply to a
17 district court for relief “*after exhausting* any applicable internal grievance procedures,
18 grievance procedures negotiated pursuant to chapter 288 of NRS and other administrative
19 remedies.” *See* NRS 289.110.

20 While the Board does not have jurisdiction over NRS Chapter 289, it has
21 acknowledged that NRS Chapter 289 does not appear in conflict with Chapter 288 and can be
22 read to render a harmonious result. *See Nev. Highway Patrol Ass’n v. Dept. of Public Safety*,
23 Item No. 865, Case No. 2020-011 (2020). Similarly, NRS Chapter 289 provides that law
24 enforcement officers aggrieved by an employer’s actions in imposing discipline *after* an
25 investigation must exhaust contracted for remedies. Accordingly, the Complaint should be
26 dismissed because it seeks improper relief in conflict with the regulations and jurisdiction of
27 the Board.

28 ///

1 B. The Complaint is Insufficient to Establish an Unfair Practice.

2 A complaint under the Board’s regulations “**must** include ... a clear and concise
3 statement of the facts constituting the alleged practice sufficient to raise a judicable
4 controversy under Chapter 288 of NRS, including the time and place of the occurrence of the
5 particular acts and the names of persons involved.” NAC 288.200(1)(c) (emphasis added); *see*
6 *also Int’l Union of Operating Engineers Local v. Univ. Med. Center of S. Nev.*, Item No. 842,
7 Case No. 2019-004 (2019). Parties to proceedings before the Board do not have the benefit of
8 extensive pre-hearing discovery and will be prejudiced if the pleadings fail to provide
9 sufficient notice of the claims. *See Coury v. Whittlesea-Bell Luxury Limousine*, 102 Nev. 302,
10 308, 721 P.2d 375, 378 (1986). A complaint without adequate detail and specificity prejudices
11 respondents because respondents are thereby denied “an adequate opportunity to prepare for
12 hearing, or to address arguments on a charge.” *Wilson v. North Las Vegas Police Dept.*, Item
13 No. 677E, Case No A1-045925 (2010) (*citing Coury*, 102 Nev. at 308, 721 P.2d at 378)
14 (recognizing “that a party before an administrative agency must be provided sufficient notice
15 to give it ‘an adequate opportunity to prepare [for the hearing].’”).

16 Here, no judicable controversy exists and the claims are not supported by probable
17 cause because the Complaint does not adequately identify a prohibited practice and the factual
18 allegations are so lacking in detail and specificity that the City cannot identify what actions it
19 is alleged to have committed in violation of NRS Chapter 288. *See, e.g., Reno v. Int’l Ass’n.*
20 *of Firefighters, Local 731*, Item No. 360-A, Case No. A1-045572 (1995).

21 Separate from the allegations seeking to enjoin the Investigation, the allegations in the
22 Complaint are so sparse that they cannot support claims for the multiple claims of unfair labor
23 practices alleged in the Complaint.

24 The City cannot even determine if all grounds for discrimination are alleged to apply
25 specifically to Officer Bellow or to all or only specific members of the union or bargaining
26 unit. The City has no way of identifying the purported “named and unnamed members” of the
27 HPSA or even knowing if they exist or how they may have been affected by the Investigation
28 of Officer Bellow – a member of a separate union. Similarly, the Complaint does not place

1 the City on notice of the basis of the alleged discrimination and to which people each basis is
2 alleged to apply. Where the pleadings are so vague that one cannot identify the prohibited
3 practice alleged or the individual(s) purportedly affected by said practice, or where the
4 pleadings seek a determination of claims and relief beyond the jurisdiction of the Board to
5 grant, those claims must be dismissed from the Complaint as lacking probable cause.

6 For example, a *prima facie* case of unlawful discrimination is established if the
7 employees can “show that (1) they belonged to a protected class; (2) they were qualified for
8 their jobs; (3) they were subjected to an adverse employment action; and (4) similarly situated
9 employees not in their protected class received more favorable treatment.” *City of N. Las*
10 *Vegas v. State Loc. Gov’t Emp.-Mgmt. Rels. Bd.*, 127 Nev. 631, 642, 261 P.3d 1071, 1078
11 (2011) (citing *Moran v. Selig*, 447 F.3d 748, 753 (9th Cir. 2006)). These elements are not
12 alleged or established in the Complaint.

13 The Complaint does not allege the basis for the “personal discrimination” allegations
14 against the City as both the underlying grievance and the Investigation are facially merit-based
15 and do not involve Bellow’s personal characteristics. The Complaint alleges a pattern and
16 practice by the City interfering with members of the HPSA for purposes of union busting but
17 fails to even identify a single example. Accordingly, the HPSA has failed to even assert
18 allegations that, if true, would constitute a *prima facie* case of discrimination or other unfair
19 labor practices and the Complaint should be dismissed pursuant to NAC 288.200(1)(c) and
20 NAC 288.375(1).

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IV. CONCLUSION

Based on the foregoing, the City respectfully requests the Board dismiss the Complaint as Complainants have failed to exhaust their bargained-for remedies under the CBA and the Complaint fails to present a ripe justiciable controversy under NRS Chapter 288 for the Board’s review. Alternatively, the Board should issue a stay pending the exhaustion of bargained-for remedies.

Dated this 9th day of September 2024.

CITY OF HENDERSON

/s/ Brian Anderson
Brian Anderson
Kristina Escamilla Gilmore
240 Water Street, MSC 144
Henderson, Nevada 89015
Attorneys for City of Henderson

CITY ATTORNEY'S OFFICE
CITY OF HENDERSON
240 S. WATER STREET MSC 144
HENDERSON, NV 89015



1 CERTIFICATE OF SERVICE

2 I hereby certify that on the 9th day of September 2024, the above and foregoing,
3 **RESPONDENT CITY OF HENDERSON’S MOTION TO DISMISS OR TO STAY TO**
4 **EXHAUST CONTRACT REMEDIES** was electronically filed with the EMRB
5 (emrb@business.nv.gov) and served by depositing a true and correct copy thereof in the
6 United States mail, postage fully prepaid thereon, to the following:

7 Andrew Regenbaum
8 Nevada Association of Public Safety Officers
9 145 Panama Street
10 Henderson, Nevada 89015
11 andrew@napso.net
12 aregenbaum@aol.com

13 /s/ Elizabeth Kite
14 Employee of the Henderson City Attorney’s Office
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CITY ATTORNEY’S OFFICE
CITY OF HENDERSON
240 S. WATER STREET MSC 144
HENDERSON, NV 89015



Exhibit 1

**LABOR AGREEMENT BETWEEN
CITY OF HENDERSON, NEVADA
AND
HENDERSON POLICE SUPERVISORS ASSOCIATION**

JULY 1, 2021 – JUNE 30, 2025

**LABOR AGREEMENT BETWEEN
CITY OF HENDERSON, NEVADA
AND
HENDERSON POLICE SUPERVISORS ASSOCIATION**

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PREAMBLE:

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

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;

WHEREAS, both the CITY and the Henderson Police Supervisors Association (the “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 sound, stable and peaceful labor relations between the CITY and its employees;

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, with the effective dates of July 1, 2021 through June 30, 2025 and

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. ASSOCIATION AND MANAGEMENT RIGHTS:

Section 1: The CITY and the HPSA agree that the City possess 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 this 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 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.

Section 2: The CITY and the HPSA agree that the HPSA possesses those rights afforded to its members pursuant to NRS 288, NRS 289, State and Federal law, Departmental Policy, and the terms and conditions of this Agreement.

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 identified below shall receive assignment differential pay (ADP) as follows:

Specialized Assignments	ADP
Acting Pay	10%
Professional Standards Lieutenant	8%
K-9/ Tactical Response Lieutenant	8%
SWAT Sergeant	8%
K-9 Sergeant	8%
Motors Lieutenant	8%
Motors Sergeant	8%
CRU/PSU Lieutenant	8%
PSU Sergeant	8%
Narcotics/ROP/Intel Lieutenant	8%
Homeland Security Sergeant	8%
Homeland Security Lieutenant	8%
Narcotics Sergeant	8%
ROP/Intel Sergeant	8%
Investigations Lieutenant	8%
Investigations Sergeant	8%
Field Training Supervisor (per Section (c) below)	8%
Training Lieutenant	8%
Training Sergeant	8%
Support Lieutenant (Jail)	8%
Intelligence Lieutenant (Jail)	8%
Intelligence Sergeant (Jail)	8%
Technical Services Lieutenant	8%
Accreditation Sergeant	8%
IAB Lieutenant	8%
IAB Sergeant	8%
CRU Sergeant	8%
Administrative Sergeant	8%
Administrative Lieutenant	8%
PIO Lieutenant	8%
Special Programs and Services Sergeant (Jail)	8%
Special Programs and Services Lieutenant (Jail)	8%

If determined necessary by the Chief of Police that new specialized assignments are required and are eligible for ADP, a Sergeant and/or Lieutenant will receive the applicable ADP.

- (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.

The parties recognize that certain specialized assignments require

flexibility in work hours, locations and the sharing operational guidance during active enforcement incidents.

- (c) The number of required employees serving as Field Training Supervisors (FTS) will be based upon the number of projected promotions and the needs of the department. Those individuals assigned as an FTS will receive the appropriate PERS eligible ADP as defined in Section 2 (a) for the period(s) of time they are assigned and developing a Supervisor trainee, with a two (2) pay period minimum assignment. Extensions of the original assignment will be made on a full-pay period basis. Field Training Supervisors who are not assigned a trainee but who fill in as an FTS in the absence of a trainee's assigned FTS will receive the appropriate ADP as defined in Section 2 (a), on a day for day basis.
- (d) K-9 handlers will receive the equivalent of five (5.0) overtime hours of compensation 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 the equivalent of one and one-half (1.5) overtime hours 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, working modified duty, and whose normally assigned shift is other than days. In such cases, the HPSA Member will receive full salary, including shift differential.
- (b) Shift differential pay is a temporary monetary compensation paid to the HPSA Member who is assigned to the shifts indicated above. Employees working swing or graveyard shifts who are assigned to day shift to accommodate requests for temporary modified duty for non-occupational injury or illness will not receive shift differential for the duration of that accommodation. Shift differential shall continue to be paid during vacation leave, sick leave, and any other paid leaves, including administrative leave authorized by the Chief of Police or designee
- (c) Members assigned to swing, or graveyard shifts receive shift differential for all hours worked, including overtime. Conversely, day

shift employees do not receive shift differential when working overtime on swings or graveyard shifts. HPSA Members who receive overtime per the provisions of Article 3 Section 2 (d) and (e), will be paid shift differential for those hours.

- (d) Temporary assignments: HPSA Members that are assigned to a shift on a temporary basis through a written order from the Chief of Police, will be paid the applicable shift differential for the actual shift they work. For example: a dayshift employee assigned to a graveyard shift will receive graveyard shift differential and a graveyard shift employee assigned to day shift will receive no shift differential. Shift differential while on vacation or sick leave during this temporary assignment will be paid in accordance with the appropriate differential for the shift assigned.

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 via department Special Order by the 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 Members current hourly rate and be in addition to any applicable shift differential and assignment differential if the elevated responsibilities are in a position eligible for an assignment differential.

Section 6: For full-shift absences where a Sergeant serves as Watch Commander, they will receive an eight percent (8%) premium for their shift. The Lieutenant designated as the Watch Commander will receive a 6% premium for all hours worked as the Watch Commander.

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: Lump-Sum Bonus

Each member will receive a one-time lump-sum payment of one thousand five hundred (\$1,500) dollars. This payment will be made within two pay periods following the approval of this agreement.

For the years between July 1, 2022 – June 30, 2025, if HPOA members receive a lump-sum payment in lieu of wages, HPSA members will receive the same lump-sum payment under the same parameters as the HPOA payment. Notwithstanding the language in Article 36 or any other language in this Agreement, after the expiration date of the Agreement, which ends on June 30, 2025, HPSA will not be entitled to any lump-sum payments received by HPOA members as provided in this Section, and the City will not pay any other matching lump-sum payments. Subject to the provisions of (NRS 288 as amended), any lump-sum payment due to HPSA will be made in the same pay period as the HPOA payment.

Section 2: Wages:

Subject to the provisions of (NRS 288 as amended), and Section 1 above, effective the first pay period that includes July 1 of each fiscal year, 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 (HPOA). If the HPOA has not negotiated a wage modification by the beginning of the fiscal year, modifications to the HPSA wage schedule will occur on the same effective date of any subsequent HPOA wage schedule change.

- (a) This HPSA 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.
- (b) The wage schedule for HPSA members covered by this Agreement is defined in Appendix B of this Agreement. 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.

Section 3: 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.

- (a) Should subsequent negotiations between the Henderson Police Officers' Association and the CITY produce additional Steps above the current Thirteen (13) 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.

- (b) 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.

Section 4: In the event of an employee's death, the CITY will help the beneficiaries fill out the necessary forms and ensure that they are properly signed in order to ensure 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 COH Final Check Beneficiary Form, or the City-provided life insurance form if the Final Check Form has not been completed. If no such beneficiary(s) exist, the proceeds will be dispersed per NRS 281.155.

Section 5: The City will continue to make an \$118.28 contribution each pay period to a retirement health saving plan (RHS). This amount reflects the \$22 per pay period deduction per the provisions of the Joint Benefits Agreement.

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. All payroll-generated compensation will be made by electronic direct deposit to the HPSA Members' identified accounts, except for those circumstances where electronic deposit is temporarily unavailable to the Member. The Member should contact Payroll in advance if direct deposit is temporarily suspended.

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 the 1st month after City Council approval of this Agreement, the CITY shall provide a uniform allowance in the amount of One-Hundred Dollars (\$100.00) 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 Members' 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: 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 4: 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 Members expense.

ARTICLE 9. INSURANCE:

This Article has been deleted from this Agreement and replaced by the terms of the Joint Benefits Agreement between the City, Local 1883 IAFF, the HPOA and HPSA; with a term of January 1, 2019 through December 31, 2022. Should the Joint Benefits Agreement fail to be extended or potential legislative changes render the purpose of the agreement moot, the City acknowledges that "Insurance benefits" are a mandatory subject of bargaining as defined in NRS 288.150 (f).

ARTICLE 10. SAFETY AND HEALTH:

Section 1: The CITY agrees to provide annually a 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 Members confidential health file. The CITY will allow four (4) hours of overtime pay to each HPSA Member to complete this physical. These hours do not qualify for shift differential pay. The physical will be conducted on a member's off-duty time.

Section 2: HPSA Members agree to comply with the City and Police Department smoking policies.

ARTICLE 11. LEGAL COMPLIANCE:

The City of Henderson and the HPSA agree to fully comply with all Federal, State or local laws and executive orders pertaining to all aspects of employment with the City.

All references to an HPSA Member also cover any employee classification represented by this 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:

Years of Service	Hours of Vacation
6th through 12th	160
13th and beyond	200

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 who separate from employment for any reason are entitled to payment for unused annual leave up to 480 hours plus accrued bonus days in the fiscal year prior to the year of separation from City employment. This payout is calculated using the base hourly rate and does not included any form of differential pays.

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 5 Section 4(a).

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

Section 6: In exceptional circumstances, HPSA Members 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 reimburse the City via deduction from their final paycheck for any amount owed.

Section 8: No monthly annual leave benefits will accrue if an employee is on an unpaid leave of absence for fifty percent (50%) or more of the month. If employment ends during the 1st fifteen (15) days of the month, no annual leave accrues for that month. If employment ends after the 15th of the month, an additional monthly accrual will be credited to the employee. "Employment ends" is defined as the last day on the CITY's payroll.

Section 9: 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. Sick leave is earned by active

employees on the 1st day of the month.

- (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 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, floating holidays, banked holidays, then donated leave. Leave without pay may be granted when all other paid leaves 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 may not be used for any gainful employment, pursuit of personal business, recreation, travel for recreation, non-sick leave purposes, or other non-sick leave related activity, unless approved in advance by the Chief of Police or designee.
- (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 accrues more than eight (8) incidents of sick leave usage in a twelve (12) month rolling period looking back from the latest incident may 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 non-chronic condition's repeated treatment shall be considered one incident. Use of sick leave for a scheduled medical/dental appointment or when on approved FMLA leave 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, absences for the same incident that requires continued treatment will not be counted as a separate incident.

(2) Unscheduled patterned absences utilizing sick leave associated with normal days off, scheduled leave or holidays are not subject to the eight (8) incident threshold and after being counseled about such patterned absences a HPSA Member may be subject to discipline if these types of absences continue.

(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 Chief of Police or designee. This does not preclude the HPSA Member 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

Section 9: HPSA Members, hired prior to July 1, 1995, upon separation for any reason excluding disciplinary termination, shall be paid for all accrued unused sick leave not to exceed 1600 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 5 Section 4 (a).

Section 10: (a) Effective July 1, 1995, for HPSA Members hired on July 1, 1995 or after, with six (6) 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 for all 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 for all accrued sick leave hours not to exceed 900 hours.
- (c) Effective July 1, 1995, HPSA Members hired July 1, 1995 or after, 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 5 Section 4 (a).

- Section 11: (a) Effective July 1, 2015, for HPSA Members hired by the City on July 1, 2015 or after who have completed six (6) 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 accrued sick leave hours equal to similarly situated HPOA members.
- (b) Effective July 1, 2015, in the case of death of a HPSA Member hired by the City after July 1, 2015, 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 5 Section 4 (a).

ARTICLE 14. OTHER LEAVES:

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

- (a) 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 accrue annual or sick leave. An HPSA Member will not be eligible to earn service credit toward a step increase, completion of probation, qualifying period, or seniority.
- (b) An HPSA Member may be suspended without pay for an indefinite period of time if: (1) The employee is arrested for felony charges or; (2) If felony charges are filed against the employee in a court of law. In either of these cases, the employee's suspension may continue

until the matter is either: (1) In the case of an arrest, if there is good cause for the Chief of Police to believe that felony charges will not be filed against the employee in a court of law, or; (2) In the case felony charges having been filed against the employee in a court of law, the matter or matters are adjudicated or dismissed by the court. If the felony charges are not sustained (found not guilty of the felony charge), the CITY may still administer discipline if the CITY can substantiate misconduct under HPD or City policy. If the HPSA Member remains on suspension without pay after the Department disciplinary review is completed and is subsequently found not guilty of the felony charge, the Member would be reinstated with full pay, benefits and seniority, not to exceed eighteen (18) months from the date the Member was placed on suspension without pay for an off-duty incident and up to thirty-six (36) months for an active duty incident.

Suspension without pay under Section 1 (b) requires an Administrative Hearing and must be approved by the Chief of Police.

Section 2: Jury Duty Leave:

- (a) HPSA Members who are called for jury duty, including grand jury leave, 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, or grave shift will have their shift adjusted to the hours required to complete jury duty on a normally scheduled work day.
- (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 provided military leave.
- (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, State and Federal law and this Agreement.
- (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 Members' spouse, mother, father, child, foster child, in loco parentis, stepchild, brother, sister, mother-in-law or father-in-law, half-brother, brother-in-law, half-sister, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparent, spouse's grandparent, stepparent, or any person permanently living in the employee's household.

Section 6: Family & Medical Leave Act (FMLA): 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 and are observed on the calendar day of the actual holiday. Holidays that fall on Saturday and Sunday are moved to the adjacent work day by Nevada PERS. Christmas Eve is not a PERS-designated holiday.

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.	Juneteenth	June 19th
6.	Independence Day	July 4th
7.	Labor Day	First Monday in September
8.	Nevada Day	Last Friday in October
9.	Veterans	November 11th
10.	Thanksgiving Day	Fourth Thursday in November
11.	Family Day	Friday following Thanksgiving
12.	Christmas Eve	December 24th
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:

- (a) All full time HPSA Members shall receive ten (10) hours of holiday pay for the holiday 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, for up to ten (10) hours.
- (b) Shift swaps are permitted on a holiday are subject to the following:
 - (1) The shift swap must be approved by a Captain or above in advance of the shift swap.
 - (2) The employee who actually works on the holiday will receive the premium pay but will not accrue a holiday banked earned for that holiday.

(3) The employee who has the day off will accrue a holiday bank earned for that holiday.

(4) Employees may only swap full shifts.

- (c) Should an HPSA Member work overtime as an extension of their regular shift on a holiday, they would be paid at the applicable overtime rate consistent with Article 20 of this Agreement.
- (d) Nevada PERS-eligible holidays cover the hours of Midnight through 11:59 P.M. on the PERS-designated day. Accordingly, HPSA Members who work on a holiday will continue to receive 10 hours of both holiday pay and double time premium pay and will record their payroll hours per Article 16 Section C with the appropriate Holiday TRC codes. Should an HPSA Member, work beyond their regular shift on a holiday, they will be compensated at the appropriate overtime rate.
- (e) For Corrections Supervisors Working the Twelve (12) Hour Schedule:
 - (1) The HPSA Member working the holiday on a twelve (12) hour shift will be paid 10 hours of holiday pay and the double time premium for their regular hours on their assigned shift that day, not to exceed twelve (12) hours.
 - (2) The HPSA Member observing and not working the holiday on a regularly scheduled twelve (12) hour shift will record ten (10) hours of holiday pay and two (2) hours of annual leave, floating holiday or banked holiday.
 - (3) The HPSA Member assigned to the eight (8) hour shift on the holiday, who works beyond the end of their shift, would receive double time premium pay for up to ten (10) hours before reverting to the appropriate overtime rate.
 - (4) The HPSA Member assigned to the eight (8) hour shift and observing the holiday would record eight (8) hours of holiday pay (H), and 2 hours of holiday banked earned (HBEP).

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 confirming the Member was unable to work. A HPSA Member that uses sick or annual leave for the week of a holiday will receive ten (10) hours of holiday pay on the holiday in lieu of any other leave payment.

Section 4: Floating Holidays: HPSA Members will be eligible for two (2) floating holidays each calendar year. 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 2.

Section 5: Effective September 2017, September 11th Memorial Holiday: All HPSA Members will be provided the September 11th Memorial Holiday each calendar year. The holiday is equal to ten (10) hours of regular pay at the base hourly rate and will be paid in the pay period that includes September 11th. This holiday provides 10 hours of additional compensation and is not available as paid time off; is not considered time worked for the purpose of overtime calculations and is not PERS-eligible compensation. New hires beginning their employment before July 1st will receive the September 11th Memorial Holiday in the year of hire.

Section 6: Holiday on a Normal Day Off: Should a holiday fall on the HPSA Members' regularly scheduled day off, the Member shall bank the equivalent hours for future time-off with pay. All HPSA Members will be required to bank holidays that fall on normal days off.

- (a) For the term of this Agreement, HPSA Members will not be limited in the number of hours of banked holidays accumulated. 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 per the provisions of Article 5 Section 4 (a).
- (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.

Section 7: Administrative Leave for Critical Incidents: HPSA members who are on administrative leave for a critical incident due to a use of force investigation shall receive the holiday premium pay benefit for holidays they were scheduled to work as though the member was working their regular work schedule.

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 bi-weekly pay period.

- (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 Members 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.
- (c) HPSA Members working graveyard shifts shall record 100% of their work hours for payroll purposes on the day where they work 51% or more of their regular hours. PERS eligible holidays require specific time recording codes to comply with PERS regulations.

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 workers' 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 workers' compensation payments received from the workers' Compensation Administrator back to the CITY.
- Any hours that are charged to workers' 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 workers' compensation benefits may elect to use their previously accumulated sick leave, then annual 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: The CITY may disallow the salary continuation benefit provided in Section 2 herein, upon a finding by a preponderance of the evidence that the employee is abusing this benefit. The suspension of this benefit does not preclude the Department from completing a proper investigation and potentially issuing the appropriate disciplinary action. Any such investigation will be conducted in accordance with all IAB procedures and members will be provided with all rights guaranteed under NRS 289, the Nevada Peace Officer Bill of Rights.
- 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 Human Resources Director, or designee as provided in NRS 288.150 3(c)(2).
- (b) HPSA Members on temporary modified duty will not be eligible for acting pay, overtime pay or any other premium pay, except in the case of an emergency. HPSA Members receiving shift differential will be paid in accordance with Article 3 Section 3 (a).
- (c) HPSA Members that are released to modified duty by the treating physician, offered such work by the City and refuse to perform modified duty, may supplement their salary continuation benefit defined in Section 2 with any paid leave.

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: The HPSA Member will continue to be eligible for benefits from the City Self-insured Benefit Plans while they are utilizing previously accrued sick, personal time off, banked holidays or any other paid leave during the time of absence from work.

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 Light 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 base 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 light duty shall submit the request to the Chief of Police or designee or Human Resources 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 light duty assignments shall be reviewed by Human Resources for approval of eligibility. Requests approved by Human Resources shall be referred to the Chief of Police or designee to determine if work assignments are available that meet the employee's work restrictions.
- (c) The length of the assignment will be temporary based upon factors which include, but are not limited to operational needs, treatment plans and restrictions as outlined by the physician, etc. The HPSA member may be asked to resubmit the request and provide additional documentation from the physician, as appropriate, throughout the term of the light duty assignment. Renewal requests for light duty must follow the same criteria as contained in this Section (a).
- (d) The authorization for temporary light duty can be denied or withdrawn and this action will not be subject to the grievance procedure.

Section 5: The CITY will allow an absence of up to a total of six (6) months, or to the extent the 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 their paid leave to be eligible for extended leave of up to the total of six (6) months of absence. Any HPSA Member who is on leave without pay per the provisions of this Section, will remain eligible for benefits from the City's Self-insured Benefit Plan. At the end of this extended leave the employee may be medically separated. If the employee is medically separated, they will be eligible for COBRA coverage through the City's Self-insured Benefit Plan.

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 Lieutenant, no less than 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 2A will resume upon completion of that testing cycle.

- (b) 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.
- (c) The promotional list that is established shall be maintained by the Human Resource Department and a copy shall be furnished to the HPSA.
- (d) 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 to Lieutenants 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.

Whenever Assessment Centers are held, the Chief will determine the number of candidates that will participate based on the needs of the department. This number will be identified and posted at the same

time as the notice of examination. This applies for both the Sergeants and Lieutenants promotional testing process.

- (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) A committee comprised of the HR Business Partner and representatives selected by the Chief of Police and the HPSA President or designee will participate in the development and review of testing instruments for promotion to classifications represented by this Agreement.
 - (2) The same committee that develops and reviews the testing instruments will serve as the Appeals Committee upon conclusion of testing.
 - (3) This applies for both the Sergeants and Lieutenants promotional testing processes.
- (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 directly down the list starting with the candidate having the highest overall score. 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. When a permanent, existing vacancy is created requiring promotion, appointments shall be made from the current eligibility list in effect when the vacancy occurs. If the promotions are to be made due to an increase in the complement of personnel, they shall be made during the pay period that the personnel are placed "in service."

- (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. The HPSA shall be notified of the initial date and period of the extension prior to the eligibility list expiration and before the extension is implemented.

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.

Section 2: **Patrol Supervisory Staffing Requirements:**

- (a) In Patrol, when overtime is required of a Sergeant or Lieutenant, that overtime will be offered first (1st) to a Sergeant or Lieutenant before utilizing an OIC. If there are not three (3) promoted supervisors (two (2) Sergeants and one (1) Lieutenant) on duty, overtime will be assigned. An acting Sergeant or Lieutenant, through written order, satisfies the three promoted supervisors as well.
- (b) 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 3: **End of Shift (Hold-over) Overtime for the Patrol Division:**

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. Overtime that is necessary at the end of a patrol shift will be filled from the appropriate classification in the following order:

- (1) From the current shift of the affected Patrol Area Command based on seniority.
- (2) From the current shift of the other Patrol Area Commands based on seniority.
- (3) In cases where there are not two other promoted sergeants remaining on the Patrol Watch, the on duty sergeant with the least amount of seniority will remain on duty until they are relieved by the oncoming sergeant who is called out.
- (4) For a Lieutenants position: If no member of the Lieutenants classification is available, to a member of the Sergeants classification who is under orders as an Acting Lieutenant and is receiving ADP (Acting) Pay.
- (5) For a Sergeants position: If no member of the Sergeants classification is available, to a member of the Officers classification who is under orders as an Acting Sergeant and is receiving ADP (Acting) Pay.

Section 4: **Call Out and Call back overtime for the Patrol Division:**

When this type of overtime is needed, the on-duty supervisor will offer it per seniority. This process will repeat for each incident of call out/call back. Callout/call back that is necessary to fill a patrol shift will be filled using personnel in the following order:

- (a) From the oncoming shift of the affected Area Command based on seniority.
- (b) From the oncoming shift of the other Area Commands based on seniority.
- (c) From a supervisor of the same rank from the Patrol Division, based on seniority.
- (d) From a supervisor of the same rank assigned to any other assignment based on seniority.
- (e) If no supervisor from the same rank is available, but there is a Sergeant who is under orders as an Acting Lieutenant (for Lieutenants position), or an Officer under orders as an Acting Sergeant (for a Sergeants position).

Section 5: **Fair and Equitable Assignments and Calculations:**

- (a) "Fair and Equitable" scheduled overtime assignments will be offered to the supervisor with the least amount of overtime, call-out and callback

hours awarded/worked in that calendar year at the time the overtime is assigned. In cases where supervisors have equal amounts of overtime, call-out or callback, the most senior supervisor will be awarded the assignment.

- (1) “Fair and Equitable” awarded/assigned overtime, callout and callback hours will be available to current supervisors via the supervisor’s portal in the current overtime scheduling software in seniority order for each classification. The hours of overtime, call-out and callback awarded/worked will be automatically updated at the time the assignment is awarded/scheduled by the current overtime scheduling software.
- (2) All overtime, call-out, and callback worked will be recorded by the member in both the current scheduling software and the current payroll software by the end of the shift on the day it was worked. The parties recognize that there will be isolated situations where overtime, call-out or callback is not recorded on the day it was worked or in the same pay period that it was accrued, and the overtime, call-out, and callback hours worked will be updated as quickly as possible in both the appropriate scheduling software and the appropriate payroll software
- (3) It will be the responsibility of the member to ensure that their hours of overtime, call-out and callback awarded/worked are updated via the current overtime scheduling software and current payroll system.
- (4) The parties recognize that for the purposes of “Fair and Equitable” awarded overtime, all types of overtime awarded through the current overtime scheduling software, whether past or future, will be used to calculate who is assigned the overtime assignment. Future overtime is defined as overtime awarded/assigned to a member that has not yet been worked by that member.
- (5) The parties acknowledge and agree that all hours of overtime, call-out, and callback awarded/worked in the HPSA member’s assignment count towards “Fair and Equitable” awarded overtime hours, with the EXCEPTION of hours worked for Court attendance, off-duty motorcycle maintenance, and off-duty police canine care and maintenance. Court attendance, off-duty motorcycle maintenance, and off-duty police canine care and maintenance should not be entered into the overtime/work scheduling software, but they must be entered into the payroll software.
- (6) The parties recognize that certain “Fair and Equitable” scheduled overtime assignments may require certain skills or attributes that limit who is eligible to work that particular scheduled overtime assignment, such as Specialized

Assignments as determined by the Chief (e.g.: Bicycle Unit, SWAT Unit, Traffic Unit, K-9 Unit and Investigative Services Division). The department will provide HPSA members with training classes necessary to work other assignments which do not require the specialized skills and attributes needed by Specialized Assignments as determined by the Chief (e.g.: Bicycle Unit, SWAT Unit, Traffic Unit, K-9 Unit and Investigative Services Division) without cost to the member or the HPSA which will be offered at a minimum annually.

- (7) Sergeants and Lieutenants are primarily responsible for the scheduling of overtime, callout and callback. Neither the City nor HPSA assumes financial or grievance liability in circumstances where an error is made in the scheduling of overtime, callout and callback, including errors based upon problems caused by the current overtime scheduling software.
- (8) Supervisors will be given a minimum of 48 hours of notice from the time of the email notification being sent out until such time as they must report for the assignment.
- (9) At the beginning of the 1st full pay period on/or after January 1st, the overtime list by seniority for each classification will start anew and all previous overtime hours will be zeroed out.

(b) **Scheduled & Contracted Overtime for Patrol & Corrections:**

Scheduled overtime for the Patrol & Corrections Divisions, and Contracted Patrol Overtime Assignments will be handled as follows:

- (1) Opportunities for scheduled Overtime in Patrol or Corrections will be managed via the current overtime scheduling software which will notify all supervisors in the classification needed for the assignment, and shall be awarded pursuant to the "Fair and Equitable" assignment procedure in Section 5(a). "Fair and Equitable" scheduled overtime assignments in the Patrol Division will first be offered to the appropriate classification of supervisors (sergeant or lieutenant) assigned to the Patrol Division. If no Patrol Division supervisor has submitted for the assignment when the posting closes, it may then be offered to the appropriate classification of supervisor (sergeant or lieutenant) in any assignment within the department.
- (2) If no supervisor in the classification requests the overtime, it will then be offered to other personnel in the following order:
 - (a) **For a Lieutenants position: To an Acting (ADP) Lieutenant:**

To a member of the Sergeants classification who is under orders as an Acting Lieutenant and is receiving ADP (Acting) Pay. If there is more than one Sergeant in this category, it will be

awarded to the most senior ADP (Acting) Lieutenant (based on their Sergeant classification seniority) with the least amount of awarded/assigned overtime, callout or callback hours worked to that point in that calendar year. In cases where Sergeants have equal amounts of overtime, callout, or callback, the senior Sergeant in this ADP/Acting assignment (based on their Sergeant classification seniority) will be awarded/assigned the assignment.

(b) For a Sergeants position: To an Acting (ADP) Sergeant:

To a member of the Officers classification who is under orders as an Acting Sergeant and is receiving ADP (Acting) Pay. If there is more than one Officer in this category, it will be awarded/assigned to the most senior ADP (Acting) Officer based on their Officer classification seniority.

(c) For a Sergeants position: No Acting (ADP) Sergeant:

If there are no Acting (ADP) Sergeants, it may then be offered to a member of the Officers classification who has successfully completed the Field Training Sergeant training program and is currently certified as such by the PD Training Bureau.

(c) Special Event Overtime:

(1) Special Events are different from Scheduled overtime, Grant overtime or Patrol overtime. Special Events require extensive planning, collaboration meetings, and supervision. These special events occur outside normal programming and activities. The Chief of Police shall determine which assignments are categorized as special events. Examples of special events may include, but are by no means limited to:

(a) Parades/Running/Auto Racing or biking events

(b) Concerts

(c) "Wide-load" movement events/permits

(d) Outdoor festivals

(e) Road closures for the purpose of filming

(f) Major sporting events

(g) Any other event that is considered large scale and/or requires permitting.

This list is not exhaustive as the Chief of Police has the sole discretion to classify an event as a "Special Event" based on a case

by case basis and dependent on the facts and circumstances of the event.

- (2) The Homeland Security and Special Events (HSSE) Section is responsible for planning, coordinating, and on-site supervision of traffic control and/or security operations for each event and shall be assigned to these overtime assignments. HSSE will schedule any additional overtime that is needed for these events via the current overtime scheduling software, and in-line with "Fair and Equitable" assignment defined above in Section 5(a).
- (3) Sergeants and Lieutenants not assigned to HSSE who wish to work Special Events overtime,
 - (a) must meet eligibility and training requirements for the assignment as set forth in Section 5(a)(6);
 - (b) must successfully complete a training course, determined by the City, in order to be eligible for assignment to these events; and
 - (c) will be assigned to these events for any remaining available overtime assignments after HSSE staff has been assigned.

(d) **Grant Overtime:**

- (1) Grant Overtime is overtime where a Grant has been awarded/assigned to the City and is specific to a specialized unit. Examples of Grant overtime include, but are not limited to:
 - (a) Grants from the Office of Traffic Safety
 - (b) Justice Assistance Grants
 - (c) Urban Area Working Group Grants
 - (d) DEA, FBI, HSS, Grants.

Grant overtime awarded to a specific unit will be awarded/assigned by the unit/section that was awarded/assigned the grant. These grants are specialized and usually have a match work guarantee that will also need to be worked by that specialized unit. This overtime will be awarded/assigned via the current overtime scheduling software but will not be covered under "Fair and Equitable" as outlined above in Section 5(a).

Section 6: **Overtime:**

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 7: 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. Members receiving shift differential due to their shift assignment will receive that differential for court-related overtime.
 - (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) 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.
 - (5) 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) Contracted Overtime
- (a) Contracted Overtime assignments are not guaranteed for any HPSA Member. All events are subject to cancellation at any time. All assignments for Contracted Overtime will be on a voluntary basis and no HPSA Member will be forced to accept this type of overtime assignment.
 - (b) Contracted Overtime is paid for by a third-party. Contracted Overtime deviates from the requirements for overtime set forth elsewhere in this Agreement as follows:
 - (1) The duration of Contracted Overtime assignments are established via the agreement between the contractor and the Henderson Police department. However, the assignment's start and end time shall depend on whether the contractor requires the HPSA Member to use a City of Henderson vehicle.
 - a. Travel Time is Included If Contractor Requires A City Vehicle: If a City of Henderson vehicle is required for the Contracted Overtime assignment, then the start time of the shift shall commence upon the HPSA Member leaving their assigned station and shall end upon the HPSA Member returning to their assigned station. HPSA Members are required to immediately return to their assigned stations upon being released by the contractor.
 - b. Travel Time Is Not Included If Contractor Does Not Require A City Vehicle: If a City of

Henderson vehicle is NOT required for the Contracted Overtime assignment, then the HPSA Member shall travel to the Contracted Overtime assignment in their personal vehicle on their own time. The start time of the shift shall commence upon the HPSA Member's arrival at the designated overtime location and end upon the contractor's release of the assignment.

- (2) All Contracted Overtime shall be paid at an overtime rate of time and one-half (1.5x) the HPSA Member's regular rate of pay.
 - (3) Contracted Overtime scheduled without 48 hours' notice will be paid at time and one half (1.5x).
 - (4) Contracted Overtime that falls on a holiday will be paid at time and one half (1.5x).
- (c) Contracted Overtime will be assigned by fair and equitable totals.
- (d) Contracted Overtime Eligibility Limitations – Vendor Complaints
- (1) In general, vendors have the right to request that HPSA Members not return to work on their property. If a contractor has reported complaints of misconduct, conduct unbecoming by a HPSA Member, or a violation of event planning guidelines, while working a Contracted Overtime event, and the contractor has requested that the HPSA Member not return to the contractor's Contracted Overtime events (current or future), a form describing why the contractor does not want the HPSA Member to return to the contractor's facility or worksite must be completed. The Special Event Lieutenant will forward the complaint to the supervising Captain. The Captain shall provide a copy of the complaint to the HPSA member within seven (7) business days of receipt of the complaint by the Special Event Lieutenant. The Captain shall consult with their Deputy Chief to determine the most appropriate course of action. While the complaint is being reviewed, the HPSA Member will be ineligible to work Contracted Overtime for that particular contractor only. Upon receipt of the complaint, the HPSA Member shall have seven (7) business days to submit a written rebuttal to the allegations. The complaint review shall be completed by the Deputy Chief within thirty (30) calendar days of the receipt of the complaint. Both parties can mutually agree to an extension.
 - (2) If the complaint is sent to IAB for investigation, the

HPSA Member will be ineligible to work Contracted Overtime for that particular contractor only until IAB's investigation is concluded and disciplinary action has been determined, if appropriate. However, if the HPSA Member is placed on Administrative Leave or in a temporary assignment as a result of the allegations, then the HPSA Member is ineligible to work any contracted overtime.

- (3) If the complaint does not warrant being sent to IAB, the Deputy Chief will determine whether the vendor's reasoning is unlawful (i.e., discriminatory). If the vendor's reasoning is not unlawful, then the HPSA Member shall be temporarily ineligible to work Contracted Overtime for that particular contractor only for a period of ninety (90) days. The 90 days shall be computed from the date of the receipt of the initial complaint from the vendor. This ineligibility will not be considered discipline and will not be recorded as discipline in the HPSA Member's file.
 - (4) The City has the exclusive right to make any of the above determinations in this section as it relates to handling the vendor complaint:
 - a. Whether to send the vendor's complaint to IAB.
 - b. Whether the vendor's complaint is unlawful.
 - c. Whether the vendor's complaint results in the HPSA Member being ineligible for 90 days.
- (e) Contracted Overtime Expectations and No-Call-No Show/Late to Assignment
- (1) HPSA Members will be punctual, prepared for duty and report on time at the designated overtime location.
 - (2) If a HPSA Member is unable to work an assigned contracted overtime assignment, the HPSA Member will contact the Special Event Lieutenant or designee. The Special Event Lieutenant or designee will attempt to reassign the contracted overtime to another HPSA Member who applied for the assignment under the original posting using fair and equitable standards. If the Special Events Lieutenant or designee is unable to reassign the contracted overtime they may repost the contracted overtime for additional volunteers or require the initially assigned HPSA Member to work the originally assigned overtime.
 - (3) HPSA Members will not seek out their own replacement for Contracted Overtime.

- (4) All cases of unexcused tardiness and absent without leave notification will be handled in accordance with DPM1094.

Section 8: 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. Should the two (2) hour guarantee overlap with the start of their regular shift, the Member would record callback/callout for the time before the shift begins and regular pay and a non-PERS eligible straight time pay code to satisfy the two (2) hour guaranteed minimum.
 - (3) Should an HPSA Member be called back to work while on a scheduled vacation, during their normal work hours, they would record the number of hours of actual vacation hours used; record the number of hours worked during their normal shift and record an equal number of hours of a PERS- eligible straight time pay. Should the assignment extend beyond the Members' normal work hours, call-back would be recorded for those hours.
 - (4) Should an HPSA Member be contacted after hours due to a developing operational incident that requires their expertise and direction, the HPSA Member is eligible for the appropriate overtime compensation rounded to the next highest six (6) minute increment.
- (c) For Members enrolled in PERS prior to January 1, 2010, 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 7 (d)

Section 9: Compensatory Time

An HPSA Member accruing overtime as stated above, with the exception of call-back overtime, 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. Compensatory time off accrued that is subject to shift differential is adjusted at the time of the accrual through an increase in the hours of compensatory time available. Accordingly, when compensatory time off is utilized, that specific compensation is not shift differential eligible. For clarity: Ten (10) hours of double time or twenty (20) hours of compensatory time off for a graveyard shift Member will be recorded as 21.2 hours (20 x 6%) of compensatory time off accrued.

- (a) All compensatory time off will be paid to the HPSA Member at the overtime rate in which it was earned prior to the end of each fiscal year. 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 compensatory time off accrual and utilization will be managed through the City's payroll processes.

Section 10: Overtime – Six Minute Increments

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 11: Stand-by Pay

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 12: Travel

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 Member 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: Effective with ratification of this Agreement, increases or decreases in mandatory contributions to the Public Employees Retirement System (PERS) for employees covered by this Agreement will be split evenly between the employee and the City.

ARTICLE 22. HPSA MEMBER DISCIPLINE/TERMINATION:

- Section 1: Resignation: HPSA Members who resign should submit his resignation in writing to the Chief of Police and give at least two (2) weeks' notice.
- 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 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 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 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.
- Section 4: It is agreed that the CITY has a right to discipline or discharge, in accordance with the Henderson Police Department Manual (DPM) 1094 and Appendix A. Discipline matters, as outlined in the DPM1094, 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 (DPM) 1094 and Appendix A, are subject to the following:
- (1) Suspension: An HPSA Member may be suspended 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 Chief of Police.
 - (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. Should a Member be subject to this probationary period, they would not be eligible for a step increase during this time. A step increase would be awarded at the end of the successfully completed probationary period.
 - (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. This pre-disciplinary hearing will not be scheduled until the HPSA representation or the employee's representative(s) has had a minimum of two (2) weeks to examine the investigative file that will be the foundation for the 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 Chief of Police 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) consecutive work days without satisfactory explanation shall be considered to have abandoned his post and shall be terminated provided that the Chief of Police or designee make a reasonable effort to locate the HPSA Member.
- (b) Reasonable effort to locate an HPSA Member shall be satisfied if the Chief of Police or designee sends a certified letter return receipt requested 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: Classification Seniority shall be based on promotional date within each rank. Acting time within a classification will not be considered in establishing seniority.

Section 2: Classification 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 and may reassign based on that review with supporting documentation. 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 by seniority at the next shift bid. Until that time, they will have the choice of any vacant shifts available.
- (c) Demotion - When an employee is demoted to a position which was previously held, classification seniority will be based upon the employee's original date of promotion to that classification. The parties agree that should a Police Captain be demoted into a previously held classification in this Agreement, the individual's classification seniority will be the date of promotion to that classification.
- (d) 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 an action 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 a qualifying period within the classification that is impacted by the reduction in force will be returned to their former classification first.
- (b) HPSA Members whose positions are eliminated shall be permitted to exercise their classification seniority to move laterally and displace the least senior Member in the same classification. If the impacted Member is the least senior employee in that classification, they will

displace the least senior employee in the previously held lower classification. An employee who has been displaced as a result of this procedure will have the same seniority rights as the employee whose position was eliminated.

- (c) HPSA Members who are not placed in previously held positions within this Agreement will fill a vacancy as a Police Officer or Corrections Officer as appropriate.
- (d) 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: RETURN TO FORMER CLASSIFICATION RIGHTS

- (a) If an HPSA Member has been subject to the demotion to a lower classification as a result of the reduction in force, they will be placed on a Recall to Former Classification List in classification seniority order. Members will be recalled to their former classification in seniority order as vacancies occur. Should a Member decline a return to their former classification, they will be removed from the list and all classification seniority expires.
- (b) Return to Former Classification rights do not expire while the Member is an active employee, unless the Member declines an offer of return to that classification.
- (c) Return to Former Classification List will have precedence over all other Eligibility Lists.

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: Any and all conduct of the parties hereto shall be governed by this Agreement and not by any current or previous Civil Service Rules.
- 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: Section 1094.6 Types of Discipline Chart will remain in this Agreement and changes to this chart will require proper bargaining between the parties.
- Section 5: Record of Previous Discipline: 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.

Removed documents may only be accessed by the IAB Lieutenant, Deputy Chief(s) or Chief of Police. Removed documents may be retained by the City 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 previous discipline can only be raised for rebuttal purposes in an administrative hearing if the employee claims he has no disciplinary history.

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 ensure efficiency and promote employee morale. Should any HPSA Member, group of HPSA Members or the CITY feel aggrieved, regarding 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.
- (c) Any grievance alleging the inappropriate termination of employment by the Chief of Police will be immediately advanced to Step 4 of the Grievance Procedure. The HPSA President and/or Grievance Committee Chairman will deliver the grievance directly to the City Manager or their designee.

All grievances must be filed in writing with the HPSA President or designee, or the Grievance Chairman within 30 calendar days of the HPSA Member becoming aware of a grievable issue. This calculation of time does not include any attempts to informally resolve the issue before filing the 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 of a non-member of the HPSA, the employee filing a grievance may pursue the matter, without the assistance of the HPSA, in accordance with the remainder of this article and NRS 288. All costs incurred by the non-member, including but not limited to those outlined in Step 8 of this article, will be the responsibility of the non-member. Should the non-member choose to arbitrate their dispute, both the City of Henderson and the non-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 non-member fail to comply with this requirement within twenty-one (21) calendar days of notification of the escrow account details via certified mail or attempted delivery via certified mail, 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, within thirty (30) calendar days from the date of receipt of grievance, the HPSA Grievance Committee Chairman shall, 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 Committee 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 thirty (30) 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 thirty (30) 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 to the City Manager through the Human Resources Director. The City Manager or designee will then make a determination within thirty (30) calendar days from the date of submission to him/her. The City Manager or designee may conduct a hearing if they deem it necessary to render their decision. In cases of termination of employment, any hearing and the ultimate decision will be accomplished within the 30 calendar days identified above.

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 City Manager's response is unacceptable to the HPSA they must notify the City of its decision to arbitrate in writing within thirty (30) calendar days from the date of the City Manger's written response or the grievance shall be deemed withdrawn with prejudice.

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 proceed to arbitration and 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 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 written award, 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, may be subject to unfair labor practice charges with the EMRB. Both parties to this Agreement commit to the timely resolution of all grievances, to the time frames defined herein and to proactive, timely requests for deviation from those timelines. The City Manager will ensure that the timeframes and protocols within this Grievance Procedure are followed and should be notified immediately by the HPSA if this is not occurring.

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. HPSA Members involved in the bargaining process will record their time using the appropriate TRC (Time Reporting Code) code.

- (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. HPSA Members involved in the bargaining process will record their time

using the appropriate TRC code.

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 HPSA members, if HPSA Member requests.

Section 4: The CITY agrees to provide one thousand two hundred (1200) hours of Union Leave per fiscal year for use of the HPSA President or designee to conduct HPSA business, i.e., conventions, seminars, training, lobbying etc. HPSA Members utilizing this leave will record their time using the appropriate TRC code.

(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.

(c) When HPSA members participate in departmental or City committees or work groups as representatives of the HPSA (i.e. Assessment Centers and the Promotional Process, Diversity Committee, Risk Management Committee, Management Team Meetings, etc.) they will record their time using the appropriate TRC code.

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

Section 5: The Chief of Police or designee and the Human Resources Director or designee shall meet quarterly with representatives of the Henderson Police 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. HPSA Members involved in these meetings will record their time using the appropriate TRC code.

Section 6: During the negotiations of this Agreement, the City and the Union expressly agree that the time spent by the Union's employee representatives in

performing duties or providing services toward the purpose of this Agreement and in obtaining these joint benefits, and the allowance for the use of Union Leave, as well as attending Committee meetings and future negotiations to be conducted during normal work hours without payment for such time or reimbursement by the Unions for such time, have been negotiated with sufficient concessions pursuant to (NRS Chapter 288).

The parties acknowledge that the concessions contained in this Agreement satisfy the HPSA financial obligation for Union leave in compliance with NRS Chapter 288

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:

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.

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 is a form of Assignment Differential Pay and does not provide the member with rights to the classification that they are temporarily filling (they maintain the classification rights for the position they currently have). Time served in Acting Supervisory positions does not count for seniority or any other rights or eligibility requirements for promotion to the higher classification. * *HPOA Officers may be temporarily designated as Acting Sergeants per their labor agreement with the City.*

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 Agreement.

Assignment Differential Pay: A temporary monetary compensation paid to HPSA Members who are assigned to Specialized Assignments within the department. ADP assignments are not promotional and therefore, no property rights exist. Employees shall only receive ADP pay for the duration of their assignment.

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

Bereavement Leave: Leave granted to an 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 twenty-four 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 use of a masculine noun or pronoun in conferring a benefit or imposing a

duty does not exclude a 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;

- (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, mother, father, child, foster child, in loco parentis, stepchild, brother, sister, mother-in-law or father-in-law, half-brother, brother-in-law, half-sister, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparent, spouse's grandparent, stepparent, or any person permanently living in the employee's household.

Incident of Use (Sick Leave): Any period of continuous absence for the same reason, or the use of sick leave for an individual non-chronic condition's repeated treatment shall be considered one incident. Use of sick leave for a scheduled medical/dental appointment or when on approved FMLA leave 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, absences for the same incident that requires continued treatment will not be counted as a separate incident.

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: An 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.

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.

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.

Reassignment: The movement of an 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. Seniority within classifications reflects the length of time of continuous active employment within the classification from the actual date of promotion to the current classification.

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

Shift Differential: Temporary monetary compensation paid to HPSA Members assigned to Swing Shift or Grave Shift for the duration of their assignment to that shift.

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 13th day of December, 2022, shall be effective beginning on July 1, 2021 and expiring on June 30, 2025 and shall remain in full force and effect until such time as a new Agreement is approved by the City Council. The City acknowledges it cannot make unilateral changes to this Agreement should a successor Agreement not be approved by the City Council prior to June 30, 2025, subject to the continued representation of the classifications covered by this Agreement 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, 2025.
- (c) 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, 2025.

Section 3: In the event the parties cannot negotiate a new Agreement, it is agreed that the parties shall comply with statutory impasse procedures.

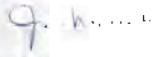
Section 4: Each party reserves its rights as established by Chapter 288 of the Nevada Revised Statutes, as amended.

Section 5: Except as specifically amended by future agreements, all provisions of this Agreement shall remain in full force and effect for the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the effective date.

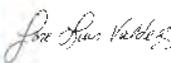
Date of Council Action: **December 13, 2022**

**CITY OF HENDERSON
CLARK COUNTY, NEVADA**

DocuSigned by:

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RICHARD DERRICK
City Manager/CEO

01/10/2023 | 11:36 AM PST
Date

ATTEST:

DocuSigned by:
 
D8824203149447F...
JOSE LUIS VALDEZ, CMC
City Clerk

APPROVED AS TO FUNDING:

DocuSigned by:
Maria Gamba for
E9FAA0693CAC42A...
JIM MCINTOSH
Assistant City Manager/Chief Financial Officer

APPROVED AS TO CONTENT:

DocuSigned by:
Brooke Stream
00E6B4B7D52440D...
BROOKE STREAM
Director of Human Resources

APPROVED AS TO FORM:

DocuSigned by:

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NICHOLAS G. VASKOV
City Attorney

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CAO
Review

HENDERSON POLICE SUPERVISORS ASSOCIATION:

DocuSigned by:
Christopher Aguiar
0C9753AA462949C...
CHRISTOPHER AGUIAR
Association President

12/17/2022 | 10:12 PM PST
Date

Appendix A

During 2014 - 2016 negotiations, the parties agreed to maintain the Types of Discipline Chart that is an element of DPM-1094 within this Agreement and any changes to the Chart will be the subject of negotiations between the HPSA and the CITY.

1094.6 Types of Discipline Chart

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

TYPES OF DISCIPLINE CHART		
<u>Class</u>	<u>Type</u>	<u>Subsequent Similar Violation</u>
<u>1</u>	<u>Written Reprimand</u> – A letter from the Chief of Police or designee, outlining the sustained violations and future expectations.	24 months (2 years) after the date on the written reprimand. Subsequent similar violations add up to 12 months. <u>Each subsequent sustained similar violation will increase the Class Level by one level.</u>
<u>2</u>	<u>Minor Suspension</u> – A temporary removal from active work status, without pay for a minimum of 1 hour to a maximum of 40 hours. <u>Removal from Promotion Lists</u> – Removal of an employee from a promotion eligibility list prior to the expiration of such list.	36 months (3 years) after the date on the notice of suspension. Subsequent similar violations add up to 24 months. <u>Each subsequent sustained similar violation will increase the Class Level by one level.</u>
<u>3</u>	<u>Disciplinary Transfer</u> – The reassignment of an employee from one assignment to another at the direction of the Chief of Police. <u>Major Suspension</u> – A temporary removal from active work status, without pay, for a minimum of 41 hours to a maximum of 80 hours.	36 months (3 years) after the date on the notice of suspension. Subsequent similar violations add up to 24 months. <u>Each subsequent sustained similar violation will increase the Class Level by one level.</u>
<u>4</u>	<u>Reduction in Grade/Pay</u> – Reduction from one step in the pay scale to the next lower step in the pay scale or, for those employees not in a progressive pay scale, reduction of pay whether hourly or salary. <u>Demotion</u> – Movement of an employee from one classification to a different classification which is on a lower salary grade than the original classification.	60 months (5 years) after the date on the notice of suspension. Subsequent similar violations add up to 24 months. <u>Each subsequent sustained similar violation will increase the Class Level by one level.</u>
<u>5</u>	<u>Termination</u> – The involuntary separation of an employee from employment with the City of Henderson.	Not Applicable

APPENDIX B

Wage Schedule Effective in First Pay Period to Include July 1, 2021 with 2.90% COLA Increase and 0.75% PERS Decrease							
Position Title	Grade	Hours	Step 1	Step 2	Step 3	Step 4	Step 5
Corrections Lieutenant	484	40	\$57.946	\$60.842	\$63.887	\$67.081	\$70.434
Corrections Sergeant	455	40	\$48.289	\$50.704	\$53.238	\$55.901	\$58.694
Police Lieutenant	488	40	\$59.377	\$62.343	\$65.463	\$68.735	\$72.172
Police Sergeant	477	40	\$49.479	\$51.950	\$54.552	\$57.279	\$60.144

*COLA Increase effective June 28, 2021

*PERS Decrease effective July 26, 2021

Promotional Increases will occur as follows:

Corrections Officer to Corrections Sergeant OR Police Officer to Police Sergeant	
Officer	Sergeant
Step 13	Step 3
Step 12	Step 2
Steps 7-11	Step 1

Corrections Sergeant to Corrections Lieutenant OR Police Sergeant to Police Lieutenant	
Sergeant	Lieutenant
Step 5	Step 4
Step 4	Step 3
Step 3	Step 2

Employees will remain at the promotional wage for one (1) year

Appendix C

The City and the HPSA agree that they shall comply with the provisions of the Family Medical Leave Act (FMLA) of 1993, as well as the City's Administrative Policy C-5, Family and Medical Leave, with regard to the administration of FMLA Leave.

Exhibit 2



Memorandum of Agreement

between the
 City of Henderson and
 Henderson Police Supervisors Association
September 5th, 2023



Memorandum of Agreement

The City of Henderson and the Henderson Police Supervisors Association (“HPSA”) (collectively, “the Parties”) desire to amend Article 3; Article 20, Section 7; Article 22, Section 4; Article 26, Section 4; and Appendix A.

A. Article 3 Amendment:

The Parties recognize that clarifying language is needed in the HPSA 2021-2025 Collective Bargaining Agreement (“Agreement”) regarding assignment differential pay (“ADP”) for temporary duty assignments and special order time frames for acting positions. Additionally, the Chief of Police desires to recognize a new special assignment to the list in Section 2(a). Accordingly, Article 3: Classification and Representation is being amended as follows:

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 identified below shall receive assignment differential pay (ADP) as follows:

Specialized Assignments	ADP
Acting Pay	10%
Professional Standards Lieutenant	8%
K-9/ Tactical Response Lieutenant	8%
SWAT Sergeant	8%
K-9 Sergeant	8%
Motors Lieutenant	8%
Motors Sergeant	8%
CRU/PSU Lieutenant	8%
PSU Sergeant	8%
Narcotics/ROP/Intel Lieutenant	8%
Homeland Security Sergeant	8%
Homeland Security Lieutenant	8%
Narcotics Sergeant	8%

ROP/Intel Sergeant	8%
Investigations Lieutenant	8%
Investigations Sergeant	8%
Field Training Supervisor (per Section (c))	8%
Training Lieutenant	8%
Training Sergeant	8%
Support Lieutenant (Jail)	8%
Intelligence Lieutenant (Jail)	8%
Intelligence Sergeant (Jail)	8%
Technical Services Lieutenant	8%
Accreditation Sergeant	8%
IAB Lieutenant	8%
IAB Sergeant	8%
CRU Sergeant	8%
Administrative Sergeant	8%
Administrative Lieutenant	8%
PIO Lieutenant	8%
PIO Sergeant	8%
Special Programs and Services Sergeant	8%
Special Programs and Services Lieutenant	8%

If determined necessary by the Chief of Police that new specialized assignments are required and are eligible for ADP, a Sergeant and/or Lieutenant will receive the applicable ADP.

- (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. **Assignment to an ADP position is defined as an ongoing assignment with no identified end date or a temporary duty assignment established through special order for a period of thirty (30) days or more. While assigned to an ADP position, the assigned supervisor is subject to all rules and regulations associated with the ADP assignment regarding shift scheduling and overtime as outlined in Article 20. ADP is not applicable to light duty or modified duty assignments.**

The parties recognize that certain specialized assignments require flexibility in work hours, locations and the sharing operational guidance during active enforcement incidents.

Section 5: Acting Pay: Sergeants and Lieutenants who are directed via department Special Order by the 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 Members current hourly rate and be in addition to any applicable shift differential and assignment differential if the elevated responsibilities are in a position eligible for an assignment differential. **Acting pay is only applicable**

to hours worked in the out of class capacity as designated by the special order. While assigned to an acting position the assigned supervisor is subject to all rules and regulations associated with the acting assignment regarding shift scheduling, and overtime as outlined in Article 20.

B. Article 20, Section 7; Article 22, Section 4; Article 26, Section 4; and Appendix A.

ARTICLE 20. OVERTIME PAY:

Section 7: Time and One-half Overtime

- (e) Contracted Overtime Expectations and No-Call-No Show/Late to Assignment
 - (4) ~~All cases of~~ Any sustained findings of unexcused tardiness and absent without leave notification will be handled in accordance with **Appendix A. DPM1094.**

ARTICLE 22. HPSA MEMBER DISCIPLINE/TERMINATION:

Section 4:

(a) It is agreed that the CITY has a right to discipline or discharge, in accordance with the Henderson Police Department Manual (DPM) ~~1090 1094~~ and Appendix A. ~~Discipline matters, as outlined in the DPM1094, and discharge is subject to the grievance procedure.~~ **Discipline must be imposed according to the terms of the Code of Conduct and corresponding discipline as set forth in the Appendix – Code of Conduct (from DPM1090), attached hereto as Appendix A.**

~~(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 (DPM) 1094 and Appendix A, are subject to the following:~~

~~(1) Suspension: An HPSA Member may be suspended 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 Chief of Police.~~

~~(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. Should a Member be subject to this probationary period, they would not be eligible for a step increase during this time. A step increase would be awarded at the end of the successfully completed probationary period.~~

~~(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. This pre-disciplinary hearing will not be scheduled until the HPSA representation or the employee's representative(s) has had a minimum of two (2) weeks to examine the investigative file that will be the foundation for the 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 Chief of Police 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.

(c) **Discipline matters are subject to the grievance procedure.**

ARTICLE 26. RULES AND REGULATIONS:

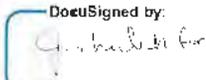
Section 4: ~~Section 1094.6 Types of Discipline Chart will remain in this~~ **DPM1090 Appendix – Code of Conduct is attached to this** Agreement as **Appendix A** and changes to ~~it this chart~~ will require proper bargaining between the parties.

APPENDIX A:

The chart in Appendix A is being amended and replaced by DPM1090 Appendix – Code of Conduct, attached hereto this MOA.

This Agreement modifies the terms of Article 3; Article 20, Section 7, Article 22, Section 4, Article 26, Section 4, and Appendix A of the Agreement as referenced above. This Memorandum of Agreement does not affect, impact, modify or amend any other provision of the Agreement, or any sections not referenced or modified in the Articles listed above.

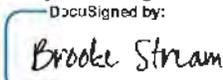
**CITY OF HENDERSON
CLARK COUNTY, NEVADA**

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Richard A. Derrick
City Manager/CEO

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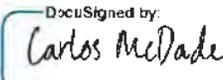
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Brooke Stream
Director of Human Resources

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Date

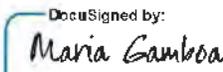
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Carlos McDade
Chief Labor Negotiator

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Date

Approved as to Funding Only:

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Maria Gamboa
Director of Finance

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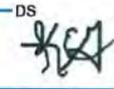
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Nicholas Vaskov
City Attorney

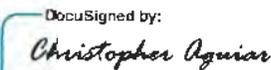
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Date

Henderson Police Supervisors Association

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Christopher Aguiar
President

08/15/2023 | 5:26 PM PDT

Date

APPENDIX A

APPENDIX to DPM 1090 – CODE OF CONDUCT¹

I. CLASS DESIGNATIONS

As with the rest of this policy, the Class Designations are to be used as guidelines for determining similar Types of violations. It is possible to have multiple violations within each Type without committing the exact same violation. Subsequent violations within each Type may be considered second, third, or fourth violations when the violations are similar in nature and fall within the same class Type.

All violations will fall into one of three Types:

1. **Conduct Violations** are those that are specific to the overall conduct of the employee, whether on or off duty. These violations are not specific to the performance of one's duties or their attendance at work.
2. **Performance Violations** are those that are specific to the way in which an employee performs their assigned tasks or the requirements of their job, to include safety.
3. **Attendance Violations** are those specific to arriving on time and being in attendance at their assigned work area.

II. CLASS DESIGNATION MATRIX

The Class Designation Matrix (CDM) is designed to help determine the range of sanctions to be received by an employee who violates a department policy, procedures, rules, or regulations, and/or the adopted laws of the local, State, or Federal Government.²

Each of the following sections describes a possible violation of Department Policy and Procedure by Category and assigns a Class Designation to it.

In cases where multiple policy violations of different classes occur, the highest-class violation will be used to determine the appropriate level of discipline for the investigation. Officers will not receive additional discipline for lower-level class violations arising out of the same investigation,

¹ The Appendix is the negotiated and bargained for Disciplinary Matrix and is separately incorporated into the collective bargaining agreements (CBA) with the Henderson Police Officer's Association (HPOA) and Henderson Police Supervisors Association (HPSA) as an exhibit to the CBAs. The actual body of DPM1090, which sets forth the investigative process, the pre-disciplinary hearing procedures, and implementation of such discipline, is not negotiated or incorporated into the CBAs. Management has the right to amend DPM1090, but any such amendment shall be made in accordance with Section 3 of Article 25 of the HPOA CBA and Section 3 of Article 26 of the HPSA CBA.

² DPM1090 is not incorporated into the Teamsters Local No. 14 (Teamsters) CBA. HPD understands that all discipline issued to an employee represented by Teamsters, must comply with its applicable CBA. The appendix to DPM1090 will be utilized only as a guideline to determine the appropriate level of discipline to issue to a Teamsters employee in accordance with the Disciplinary Article set forth in Teamsters CBA. Similarly, Civil Service Employees are subject to the Civil Service Rules. HPD understands that all discipline issued to Civil Service Employee, must comply with the Civil Service Rules. Therefore, the appendix to DPM1090 will be utilized only as a guideline to determine the appropriate level of discipline to issue to a Civil Service employee in accordance with the Civil Service Rules.

but the lower-level class violations will still be included in the final disciplinary action documentation for future consideration as appropriate. The intent is to document each class violation, but to avoid compounding the discipline an employee receives for a single investigation of misconduct.

CONDUCT VIOLATIONS			
Category	Commentary	Violation	Class
Acceptance of Gifts or Rewards	Employees shall not solicit or accept rewards for performance of duties, ask for gratuities or use their position to seek favors of any kind. Any offer of reward, gratuity, gift, fee or favor shall be courteously declined.	Failure to decline a reward, gratuity, gift, fee, or favor.	1
		Accepting or soliciting a bribe for performing an assigned duty	7
Civil Process	Employees shall not provide service of any civil process, unless in the performance of their duties.	Unauthorized service of legal process.	1
Conduct Unbecoming	Employees shall conduct themselves in a manner that will reflect favorably upon the Department.	Use of rude or insulting language or conduct offensive to the public while in performance of your official duties.	1
		Conducting private business while on duty without specific supervisory authority.	2
		Conduct unbecoming an employee which has the potential to bring discredit to the Department.	4
		Conducting business transactions with person confined and in custody during official police contact.	4
		Involvement in the commission of a crime.	7

		Renunciation of citizenship or allegiance to the United States or the State of Nevada or the taking of an oath of allegiance or otherwise pledging allegiance to any foreign country or organization that advocates the violent overthrow of the government of the United States or the State of Nevada.	7
		Becoming a prohibited possessor of a firearm as subject of an order of protection.	7
		Becoming a prohibited possessor of a firearm relative to a conviction of a misdemeanor crime of domestic violence.	7
		Intentional manipulation of MVICS system to negate the capture of video or audio as required.	7
Contributions	Employee shall not solicit from the public any contributions or donations while representing the department or identifiable as a department employee without the consent of the Chief of Police.	Employees seeking improper contributions or donations.	4
Criminal Proceedings	An employee shall not recommend that criminal or traffic offenses be reduced or dismissed unless they are the arresting officer or complaining witness and then only to cooperate with the prosecutor of court in the interest of justice.	Improper recommendation to the prosecutor for the disposition of traffic or criminal offenses.	2
Divulging Criminal/ Confidential Records & Information	No employee shall divulge the criminal record or any confidential record or information of any other person unless necessary to conduct an investigation or under due process of law.	Divulging Confidential Records of one person to another, except when necessary to conduct a criminal or Department investigation or under due process of law.	4

	This shall not prohibit the release of information to authorized law enforcement agencies or the release of facts connected with daily police activities to the press, radio or television as outlined in policy.	Disclosure of official business of the Department except as authorized.	4
	Employees shall not reveal official business of the Department except to those for whom it is intended or as directed by a supervisor or under due process of law. This shall not prevent the release of legitimate public information concerning daily police activities to the press, radio or television.	Misuse of NCIC.	7
		Divulging Criminal History Record Information of one person to another, except when necessary to conduct a criminal or Department investigation or under due process of law.	7
Drugs	No employee shall use illicit or illegal drugs, nor shall they appear for duty or be on duty while impaired by prescription drugs.	Willfully using any illicit or illegal drug.	7
		Reporting for duty while impaired by a prescription medication.	7
	No employee shall abuse any prescription drug.	Abuse of prescription drug	7
Harassment	All harassment, discrimination, and hostile work environment complaints will be investigated through Human Resources.	Harassment or discrimination against any employee.	7
Off-Duty Police	Officers filing suit for damages or settling the same without reporting the matter in writing to the Chief of Police through proper channels for incidents that occurred while on duty.	Officer filing suit for damages or settling the same without notification per policy.	1

	Officers will not apply for a warrant for arrest with themselves as a victim.	Officer applying for a warrant of arrest as a victim.	4
	Officers will not take police action in a situation where minor traffic and criminal violations occur. Off-duty officers observing minor violations, which they feel require police action, will refer the matter to on-duty personnel of the jurisdiction in which the offense occurred.	Officer taking inappropriate police action when off-duty.	4
	Off-duty officers may take reasonable and prudent police action on felony or serious criminal matters coming to their attention.		
Off-Duty Police	Officers will not identify themselves or use their police authority in their personal affairs or those of their family, friends or neighbors unless such action is warranted by the immediate threat of serious bodily harm or property damage. On-duty personnel will investigate those incidents that require police action.	Officer taking inappropriate police action in personal situations when off-duty.	7
(continued)	Officers will not use their police authority while engaged in outside employment.	Officer taking inappropriate police action when engaged in outside employment.	7

Public Appearances	All plans for public appearance before groups of any kind, including radio and television, for the purpose of discussing police problems shall be cleared through the Division Commander. Nothing in this section shall prevent officers from making extemporaneous statements or speeches when called upon to do so provided no Department Policies or Procedures are violated.	Employees engaged in unauthorized public appearances.	1
	Employees shall not engage in derogatory or inflammatory political or religious discussions during public exposure while on-duty nor shall they speak critically of the nationality, race, sex or beliefs of another person.	Engaging in derogatory or inflammatory political or religious discussions in public while on duty.	2
		Speaking critically of nationality, race, sex or beliefs of another person while in public and on duty.	4
Recommendations Prohibited	Employees shall not recommend any product or service related to departmental business such as an attorney, ambulance service, towing service, bondsman or funeral director, etc., while in a professional capacity.	Making inappropriate recommendations	1
Untruthfulness	Employees are required to be truthful in all official business except when using appropriate and legal, investigative techniques.	Employees who are found to have been untruthful during an internal investigation, in completing official department documents, or in the course of their official duties.	7

PERFORMANCE VIOLATIONS			
Category	Commentary	Violation	Class
Alcohol	No Employee in uniform or wearing any identifiable part of the uniform shall drink or purchase alcoholic beverages, except in the line of duty.	Employee in uniform or wearing any identifiable part of the uniform drinking or purchasing alcoholic beverages for immediate consumption.	5
		Unfit for duty due to the consumption of alcoholic beverages. An employee will be considered unfit for duty if a breath analysis records a reading of .01 or above.	7
	Plainclothes officers may consume alcoholic beverages on duty only with the prior approval of a supervising officer and in conjunction with official police business.	Officer while acting in authorized undercover capacity intoxicated or consuming alcohol without prior approval of a supervisor in conjunction with official police business.	7
Attentiveness To Duties / Neglect of Duty	Employees shall be attentive to their duties. Inattentive behavior shall include that which affects the operation or efficiency of the organization or the efficiency of the employee.	Inattentiveness to duty.	1
		Failure to answer, without justifiable reason, when called by radio or MDT.	1
		Failure to activate MVICS system as required.	1
		Asleep while on duty.	2
		Failure to properly complete an investigation and make necessary reports.	2
		Failure to take police action when necessary.	3
		Failure to thoroughly search for and properly collect and identify evidence of persons, property and locations in any arrest or investigation.	3

		Failure to turn over seized, found or recovered property directly to property custodian, court or owner.	3
		Loss of seized, found or recovered property by negligence.	3
Bias/Racial Profiling	Officers will not engage in bias/racial profiling in the performance of their duties.	Using bias/racial profiling in the performance of duties.	7
Department Property	Employees will not misuse or abuse city equipment and shall report to their supervisor in writing all loss of or damage to city-owned equipment. Any employee guilty of willful damage or negligence leading to damage or loss of department property may be required to pay for the cost of its repair or replacement and may also receive disciplinary action.	Failure to properly care for assigned equipment or any Police Department property, excluding vehicles.	1
		Failure to report loss of, or damage to department property.	3
		Willfully damaging department property.	5
False Reports	No employee shall, with intent to deceive, knowingly cause to be made or recorded any false or inaccurate reports, nor shall any employee knowingly omit or cause to be omitted any information which is required to be recorded in any Department report.	Knowingly making a false statement or entry in any departmental report, record, application, interview, hearing or judicial proceeding.	7
		Falsification of payable time to fraudulently obtain additional monies.	7
Identification	Employees shall supply at a minimum their last name and P# (number) upon request by any person.	Failure to supply name and number upon request.	1
Insubordination	Employees shall treat supervisors in a respectful manner. Employees are prohibited from making personal attacks that ridicule, belittle or defame another employee.	Failure to treat supervisors, in a respectful manner.	1
		Using profane or insulting language to a supervisor.	2

	Employees will not speak critically or in a derogatory manner to other officers, employees or any person regarding orders or instructions issued by a superior officer or supervisor. It is the right of any employee to respectfully call it to the attention of the supervisor issuing the order or to his superior that such orders or instructions are inconsistent or unjust.	Refusal to obey lawful direct orders from a supervisor.	7
		Failure to comply with any orders, directives, regulations, etc., oral or written, whether stated in this directive or elsewhere. Repeat offenses must be of the same or similar directive.	7
Leaving Assigned Area	An on-duty officer shall not leave the city limits or leave their assigned beat without authorization by a supervisor and/or exigent circumstances.	Leaving city limits while on duty without radio call-out or authorization from supervisor.	1
		Leaving beat, work area, or area command while on duty without being dispatched or authorization from supervisor.	1
Maintaining Performance Standards	Employees are required to maintain an acceptable level of performance in all areas designated by the Department.	Failure to maintain acceptable level of performance	7
Reporting To Supervisors	Employees must report to their supervisor knowledge of any unusual activity, situation or problem that involves the duty of the Department to uphold the law, keep the peace or protect lives and property.	Failure to report unusual activities, situations or problems to a supervisor while on duty.	2
	Employees will notify the Department via their chain of command within 24 hours when they are arrested, cited, or suspected of having committed an offense in an investigation being conducted by any law enforcement agency if known by the employee.	Failure by an employee to notify a supervisor and Department for an arrest, citation, or a known investigation being conducted by a law enforcement agency within 24 hours, excluding minor traffic violations.	4

		Failure to report an unreasonable use of force, or any unlawful conduct by any employee or other public safety associate to a supervisor.	7
Supervisors	No supervisor or person of any rank is exempt from the rules of the organization simply because of the position held by such person. Flexibility and judgment are required in enforcing the rules when the competence of a supervisor is questioned because of the additional authority and greater responsibility.	Failure to ensure proper care of Departmental property and equipment.	1
		Failure to ensure employees perform required duties.	1
		Using profane or insulting language directed at a subordinate.	2
		Failure to properly perform required supervisory responsibilities.	4
		Failure to investigate and report actual or alleged incidents of misconduct or violation of Department Policies and Procedures.	4
		Misuse and/or abuse of supervisory authority or privilege.	5
Telephone Number and Address	All employees shall maintain a residence address and personal telephone number on file with the Department.	Failure to maintain a required contact information.	1
	All employees are required to monitor and respond to messages sent to their department issued cellular phone	Failure to monitor and respond to messages in the normal course of duty.	1
	Employees shall notify the department of any change of residence address and telephone number within twenty-four (24) hours of the change.	Failure to notify Department of change in contact information within 24 hours.	1
Tobacco	Employees are restricted from using tobacco, smokeless	Use of tobacco products without being concealed from public view.	1

	tobacco, and vape products while on-duty.	Use of tobacco products in a city vehicle or facility.	1
Use Of Electronic Equipment	All use of the City of Henderson's computer systems will be in compliance with the appropriate Policy and/or Procedure.	Improper use of electronic mail.	5
		Improper use of internet services.	5
		Improper use of computers.	5
		Use of City computers/phones to access or distribute materials with sexual content.	7
Use Of Force	The department is committed to resolving conflicts with the use of communication skills, crisis intervention and de-escalation tactics, when feasible.	Failure to utilize de-escalation tactics when feasible and safe to do so.	4
		Intentionally acting in a manner that provokes a use of force.	7
	Officers will only use necessary force to fulfill lawful objectives in accordance with policy, procedure, training, and case law.	Excessive use of force.	7
		Any employee who is present for, observes, or becomes aware of another agency employee or public safety associate engaged in an unreasonable use of force has the affirmative duty to intercede within their scope of authority and training if safe to do so, and to report the incident to a supervisor.	Failure to intervene in excessive use of force as required by law.
	Failure to make appropriate notifications concerning an incident involving excessive use of force		7
	Vehicles And Driving	Vehicle operation -Employees shall not use Department vehicles without the permission of a superior officer, nor shall they use them for other than	Employee commits traffic violation for no valid reason while in Department vehicle

	<p>official police business. When using a Dept. vehicle, they will be used in a safe and lawful manner.</p>	<p>Employee fails to use a seatbelt while operating a department vehicle as applicable.</p>	<p>1</p>
		<p>Employee is at fault in a non-citable accident resulting in damage to a department vehicle or other property.</p>	<p>1</p>
		<p>Employee commits a minor traffic violation in a department vehicle resulting in an accident with damage.</p>	<p>1</p>
		<p>Employee uses Department vehicle for other than official business or for personal use and benefit.</p>	<p>2</p>
		<p>Employee operates a vehicle in a manner posing serious risk to public safety.</p>	<p>4</p>
		<p>Employee commits a minor traffic violation in a department vehicle resulting in an accident with damage including substantial injury, or death.</p>	<p>5</p>
		<p>Employee commits a traffic violation of a serious nature in a department vehicle resulting in an accident with damage including substantial injury, or death.</p>	<p>6</p>
		<p>Employee operates a vehicle with willful and wanton disregard for public safety resulting in injury or death</p>	<p>7</p>
	<p>Care For Vehicles – Employees will not misuse, or abuse city owned, rented, or leased vehicles and shall properly care</p>	<p>Failure to properly care for assigned vehicles.</p>	<p>1</p>

	for assigned vehicles. Employees shall notify their supervisor immediately of all losses from or damage to city-owned, rented or leased vehicles and then submit a written report as soon as practical.	Causing damage to a department vehicle or contributing to the loss of the vehicle or the loss of any property or equipment from the vehicle due to carelessness or neglect (excluding accidents).	3
		Failure to report loss, damage, or accident.	5
		Intentionally causing damage to a department vehicle or contributing to the loss of the vehicle or loss of any property or equipment from the vehicle.	7

ATTENDANCE VIOLATIONS			
Category	Commentary	Violation	Class
Reporting For Duty	Employees will be punctual, prepared for duty as assigned, and report for their regularly scheduled shift at the time and place designated. Duty/Shift includes reporting for court, mandatory training, firearm qualification, other special assignments, meetings or temporary schedule changes at the time and place designated.	Unexcused tardiness.	1
		Absent without leave.	5
		Abuse and/or misuse of sick leave.	5

VIOLATIONS NOT LISTED			
Category	Commentary	Violation	Class
Violations Not Listed	It is not possible to list all possible conduct, performance, and/or attendance violations within the Class Designation Matrix, therefore any violation not listed will fall into this category.	Violations not listed elsewhere in the Class Designation Matrix.	4

III. DISCIPLINE AND PRIOR OFFENSES

The Department is committed to utilizing disciplinary actions as a means to change and correct behavior. The Department will normally apply discipline progressively, however, based on the severity of the violation and/or the totality of the incident, there will be times when non-progressive discipline, up to termination, may be warranted and implemented.

IV. TYPES OF DISCIPLINE CHART

The Types of Discipline chart outlines the discipline to be imposed based upon a sustained violation.

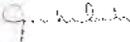
TYPES OF DISCIPLINE			
CLASS	TYPE	DESCRIPTION	RETENTION PERIOD FOR SAME/SIMILAR CONDUCT ENHANCEMENT
1	WRITTEN REPRIMAND	Formal notice outlining the sustained violations and future expectations.	12 months (1 year) after the date of investigation initiation
2	INITIAL SUSPENSION	Removal from work status without pay (10 hours)	18 months (1.5 years) from the date of investigation initiation.
3	MINOR SUSPENSION	Removal from work status without pay (20 hours)	24 months (2 years) from the date of investigation initiation
4	MODERATE SUSPENSION	Removal from work status without pay (40 hours).	36 months (3 years) from the date of investigation initiation.
5	MAJOR SUSPENSION	Removal from work status without pay (80 hours)	48 months (4 years) from the date of investigation initiation.
6	DEMOTION OR REDUCTION IN GRADE/PAY	<p>DEMOTION: Movement of an employee from one classification to a different classification which is on a lower salary grade than the original classification.</p> <p>REDUCTION: Reduction from one step in the pay scale to the next lower step in the pay scale or, for those employees not in a progressive pay scale, reduction of pay whether hourly or salary.</p>	60 months (5 years) from the date of investigation initiation.
7	TERMINATION	Involuntary separation of an employee with the City of Henderson	NOT APPLICAPBLE

V. TYPES OF DISCIPLINE CHART PROVISIONS

- For a first offense (class 1) violation the Reviewing Authority may determine that the sustained violation does not warrant formal discipline, and in such cases, the matter may be referred to a supervisor for corrective measures, such as coaching and counseling or additional training. Same or similar violations within a 12-month period would be considered a class 1 violation.
- Suspension time for class 2 & 3 violations must be served within one pay period after final disposition and must be completed on the earliest date(s) possible in accordance with proper notification times and minimum staffing requirements.
- Suspensions for class 4 & 5 violations must be served within two pay periods after final disposition and must be completed on the earliest date(s) possible in accordance with proper notification and minimum staffing requirements. Employees will not be required to serve more than $\frac{1}{2}$ of the suspension per pay period.
- Employees may not work elective overtime until all imposed suspension time has been served.
- Class 4 and above violations include the removal of personnel from promotional lists and/or the disciplinary transfer of personnel.
- The Chief of Police maintains the ultimate authority regarding disciplinary matters and may modify or overturn any disciplinary decision.

SIGNATURES

CITY OF HENDERSON

DocuSigned by:

E5132FE9CD8B4AA...

Jim McIntosh
Assistant City Manager/Chief Financial Officer

HENDERSON POLICE SUPERVISORS ASSOCIATION

DocuSigned by:

0c0753AA463049C...

Christopher Aguiar
HPSA President

Exhibit 3

**First Amended and Restated
Labor Agreement Between City of
Henderson
and the
Henderson Police Officers' Association
July 1, 2021– June 30, 2025**

First Amended and Restated
Labor Agreement Between City of
Henderson
and the
Henderson Police Officers' Association

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PREAMBLE:

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

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;

WHEREAS, both parties recognize this mutual responsibility, and have entered into this First Amended and Restated Agreement ("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;

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;

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;

WHEREAS, the parties entered into the original agreement on July 1, 2021, but have since agreed to make amendments to Articles 19 and 35;

WHEREAS, this Agreement incorporates the desired amendments to Articles 19 and 35;

WHEREAS, the parties desire for the amendments to Articles 19 (Overtime) and 35 (Effective Date) to be retroactively effective as of July 1, 2021; and

WHEREAS, all remaining articles from the July 1, 2021 original agreement remain unchanged and are restated as set forth below in this Agreement.

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1. RECOGNITION:

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

ARTICLE 2. MANAGEMENT RIGHTS:

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

- (a) Hire, direct or transfer employees; except when such assignment or transfer is done as a part of the disciplinary process.
- (b) Reduce in force, or lay off any employee because of lack of work or lack of money.

- (c) Determine appropriate staffing levels and work performance standards, except for employee safety considerations.
- (d) Determine work schedules tours of duty, and daily assignments.
- (e) Determine quality and quantity of services to be offered to the public and the means and methods of offering those services.
- (f) Determine the content of the workday, including without limitation workload factors, except for employee safety considerations.
- (g) Take whatever action may be necessary to carry on its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder.
- (h) Manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its employees.
- (i) Promote employees and determine promotional procedures, as provided in Title 6 of the Henderson Municipal Code. (CITY's Civil Service Rules) and this labor agreement.
- (j) Educate and train employees and determine corresponding criteria and procedures.
- (k) The CITY shall have such other exclusive rights as may be determined by N.R.S. 288.150 and this labor agreement.

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

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

ARTICLE 3. CLASSIFICATION AND REPRESENTATION:

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

- Police Officer
- Corrections Officer

Section 2: Assignment Differential Pay (ADP):

- a. For the period assigned Officers shall receive eight percent (8%) assignment differential for the following assignments:
 - A. Field Training Officer (FTO)
 - B. Department Training Officer
 - C. Community Relations Unit
 - D. Police Investigator
 - E. K-9 Officer

- F. Traffic Unit
- G. Office of Professional Standards
- H. SWAT Team (full-time)
- I. Lifeline Officer
- J. Public Information Officer
- K. Internal Affairs Unit
- L. Problem Solving Unit
- M. Officer In Charge (OIC)
- N. Intelligence Officer (Corrections)
- O. Special Programs and Services (Corrections)
- P. City Hall

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

- (b) Assignment differential pay is a temporary monetary compensation paid to HPOA personnel who are assigned to the assignment categories indicated above. Employees shall receive ADP pay for the duration of their assignment and the elimination of ADP does not constitute a reduction in salary.
- (c) The number of required HPOA Members serving as Field Training Officers (FTO) will be based upon the number of projected new hires and the needs of the department. HPOA Members serving as an FTO will receive the appropriate PERS eligible ADP as defined in Section 2 (a) for the period(s) of time they are assigned and developing a trainee, with a two (2) pay period minimum assignment/activation. Extensions of the original assignment/activation will be made on a full-pay period basis. Field Training Officers who are not assigned a trainee but who fill in as an FTO in the absence of a trainee's assigned FTO, or to re-acclimate an officer, will receive the appropriate PERS eligible ADP as defined in Section 2 (a), on a day for day basis.
- (d) K-9 handlers will receive the equivalent of five (5.0) overtime hours of compensation bi-weekly per dog, for the at-home care, grooming, transportation, and feeding of the dog.
- (e) HPOA members assigned a take-home motorcycle will receive the equivalent of one and one-half (1.5) overtime hours of compensation bi-weekly for the off-duty maintenance and care of the motorcycle assigned to them.

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

- (a) Upon re-assignment, differential pay would cease if no longer applicable. An exception to this policy would be in the case where an employee is injured in the line of duty and whose normally assigned shift is other than days. In such cases, the employee will receive full salary, including shift differential.
- (b) Shift differential pay is a temporary monetary compensation paid to HPOA personnel who are assigned to the shifts indicated above. Shift differential shall continue to be paid during vacation leave, sick leave, and any other paid leaves.
- (c) HPOA Members assigned to swing or graveyard shifts receive shift differential

for all hours worked, including overtime. Conversely, day shift HPOA Members do not receive shift differential when working overtime on swings or graveyard shifts. HPOA Members who receive overtime per the provisions of Article 3 Section 2 (d) and (e), will be paid shift differential for those hours.

- (d) Temporary assignments: HPOA Members that are assigned to a shift on a temporary basis will be paid the applicable shift differential for the actual shift they work. For example: a dayshift employee assigned to a graveyard shift will receive graveyard shift differential and a graveyard shift employee assigned to day shift will receive no shift differential. Shift differential while on vacation or sick leave during this temporary assignment will be paid in accordance with Section 3(b) above.

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

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

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

ARTICLE 4. HPOA MEMBERSHIP:

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

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

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

ARTICLE 5. WAGES:

Section 1: Effective the first pay period that includes July 1, 2021, employees covered by this agreement will retroactively receive a two and nine tenths percent (2.90%) base wage increase.

Section 2: Effective the first pay period that includes July 1, 2022, the base wage adjustment of classifications covered by this agreement shall be based upon the CPI (as set forth in Section 5 of this article) with a minimum increase of two and twenty-five hundredths

percent (2.25%) and a maximum increase of three percent (3.0%).

- Section 3: Effective the first pay period that includes July 1, 2023, the base wage adjustment of classifications covered by this agreement shall be based upon the CPI (as set forth in Section 5 of this article) with a minimum increase of two and twenty-five hundredths percent (2.25%) and a maximum increase of three percent (3.0%).
- Section 4: Effective the first pay period that includes July 1, 2024, the base wage adjustment of classifications covered by this agreement shall be based upon the CPI (as set forth in Section 5 of this article) with a minimum increase of two and twenty-five hundredths percent (2.25%) and a maximum increase of three percent (3.0%).
- Section 5: The CPI used will be the percentage change in the "Annual" rate from the most recent preceding full calendar year minus the "Annual" rate from the previous preceding full calendar year as reflected in the All Items in West-Size Class B/C, all Urban Consumers, Not Seasonally Adjusted (Series ID CUURN400SAO) which is currently published by the Federal Bureau of Labor Statistics at <https://data.bls.gov/timeseries/CUURN400SA0>. (Example calculation in Exhibit A).
- Section 6: Each member will receive a lump-sum payment of one thousand five hundred (\$1500) dollars. This payment will be made in the paycheck that immediately follows the approval of this agreement.
- Section 7: For the purpose of calculating steps with the pay ranges, five percent (5%) will be maintained between steps.
- Section 8: In consultation with the Human Resources Director, the Chief of Police may assign newly hired officers to Step 1 through Step 3 of the wage schedule.

ARTICLE 6. LONGEVITY:

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

ARTICLE 7. UNIFORM AND PERSONAL EFFECTS ALLOWANCE:

- Section 1: The CITY shall provide a uniform allowance in the amount of One Hundred (\$100.00) Dollars per month to each full-time HPOA member for the purchase and maintenance of uniforms. Such allowance shall be paid monthly and added to the employee's paycheck.
- Section 2: Uniform standards shall be at the discretion of the CITY and as further specified in the Departmental Rules and Regulations.
- Section 3: It is agreed by and between the CITY and the UNION that any employee who leaves employment with the CITY shall reimburse the CITY the pro-rated amount due of those monies referred to under Section 1 and/or Section 5.
- Section 4: Upon any changes in the existing police uniform, including but not limited to the addition of clothing, equipment or related items, the party requesting the change shall bear the

initial expense. Any changes initiated by the HPOA must receive the approval of the CITY.

- Section 5: Upon initial hire, new employees shall receive an advance of the same lump sum which is currently equal to the annual allowance in the fiscal year hired, and after 12 months of employment shall begin to receive the same monthly allowance referred to in Section 1, on those dates set forth in Section 1, as applicable.
- Section 6: The CITY shall provide a one-time payment of One Thousand (\$1000) dollars for those Officers initially assigned to the Traffic unit who are required to ride a motorcycle. This one-time payment is provided to the Officer for the sole purpose of purchasing initial clothing and safety equipment. This one-time payment will be made through the normal payroll process and included in the employee's paycheck. No separate check will be issued.
- Section 7: The CITY shall provide a one-time payment of Four Hundred (\$400) dollars for those Officers initially assigned to the SWAT, K-9, and Bicycle units. This one-time payment is provided to the Officer for the sole purpose of purchasing initial clothing and safety equipment. This one-time payment will be made through the normal payroll process and included in the employee's paycheck. No separate check will be issued.

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

- Section 8: Members will be provided a ballistic or spike vest which will be worn in accordance with Department Policy. Vests will be replaced as approved by the Quartermaster. As vests are purchased by the member individually, the voucher issued will be in the amount of nine-hundred eighty-nine dollars (\$989.00).

ARTICLE 8. INSURANCE:

- Section 1: The terms of the Joint Benefits Agreement between the City, Local 1883 IAFF, the HPOA and HPSA replaced this section; with a term of January 2, 2019 through December 31, 2022. Should the Joint Benefits Agreement fail to be extended or potential legislative changes render the purpose of the agreement moot, the City acknowledges that "Insurance Benefits" are a mandatory subject of bargaining as defined in NRS 288.150 (f).

The HPOA and its Members may choose to participate in the Self-Insured Benefit Plan provided by the CITY.

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

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

Should the HPOA actually withdraw from the Self-Funded Benefit Plan, the City will be liable for the maximum negotiated monthly contribution identified below for each HPOA

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

Section 2: City of Henderson Monthly Contributions:

Effective January 1, 2019, the CITY's contribution to the Fund for all participating employees will be based upon the terms set forth within the Joint Benefits Agreement.

Section 3: In the event of an HPOA Member's death, the CITY will help the beneficiary(s) fill out the necessary forms and ensure that they are properly signed in order that the beneficiary(s) 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 employee's final check beneficiary(s) as designated in the City's payroll system. If no such final check beneficiary(s) exists, the final paycheck shall be paid to the beneficiary(s), designated on the employee's City-provided life insurance plan. If no such beneficiary(s) are identified, the proceeds will be dispersed per the provisions of NRS 281.155.

Section 4: The City will make an \$105.35 contribution each pay period to a retirement health savings (RHS) account for each employee covered by the Agreement. Of this amount, \$22 per pay period will be deducted for the Retiree Health Insurance Premium Assistance Plan (RHIPA) per the provisions of the Joints Benefits Agreement. The amount of this deduction for the RHIPA plan is subject to change in accordance with any renegotiated terms of the Joint Benefits Agreement.

ARTICLE 9. SAFETY AND HEALTH:

Section 1: The CITY agrees to provide annually a reasonable physical examination as required by NAC 617 and NRS 617, to all personnel in the HPOA with a copy of the results inserted into the employee's confidential health file. The CITY will allow four (4) hours of overtime pay to each employee to complete this physical while they are off-duty.

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

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

ARTICLE 10. NON-DISCRIMINATION:

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

All references to an HPOA Member also covers any employee classification represented by this Labor Agreement who is not a dues paying member of the HPOA. It is understood that only dues-paying

HPOA members in good standing shall have voting rights for Agreement ratification, or any other rights per HPOA Constitution and By Laws.

ARTICLE 11. ANNUAL LEAVE:

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

YEARS OF SERVICE	ANNUAL LEAVE ACCRUAL
Upon completion of first six (6) months of service	20 hours total
Seventh through twelfth month of service	3.33 hours per month (Balance of 20 hours for annual total of 40)
Second year through fifth year of service	10 hours per month (120 hours total)
Sixth through twelfth year of service	13.33 hours per month (160 hours total)
Following completion of twelfth year of service	16.67 hours per month (200 hours total)

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

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

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

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

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

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

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

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

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

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

ARTICLE 12. SICK LEAVE:

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

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

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

- (a) Incapacitated from the performance of their duties by illness or injury, or
- (b) Whose attendance is prevented by public health requirements, or
- (c) Who are required to absent themselves from work for the purpose of keeping an appointment with the doctor, or
- (d) Who are required to absent themselves from work to personally care for a member of their immediate family in those medical situations which require the employee's prompt attention.

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

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

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

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

- (a) Sick leave requests: Upon return to duty, employees are required to file and sign a sick leave request.
- (b) Physician's Certificate of Recovery and Fitness: A certificate of recovery and fitness shall be submitted by all employees upon return to work from any illness that required the use of sick leave for periods longer than three working days.

- (c) An HPOA Member who 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.
 - (2) Use of sick leave for funeral attendance, a scheduled medical or dental appointment, or leave associated with FMLA will not constitute an incident of sick leave.
- (d) HPOA Members shall report to work if recovery of illness is made during the normal work hours. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when an employee is on such leave is considered evidence of abuse of sick leave unless approved in advance in writing by the Department Head or designee. This does not preclude the employee from the ability to vote, attend religious services or engage in other activities, which are constitutionally protected.

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

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

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

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

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

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

- (b) For employees hired prior to July 1, 1995, with twenty (20) years of service, upon termination for any reason excluding disciplinary termination, sick leave hours accrued shall be computed, based on the employee's base hourly rate and longevity, if applicable, and shall be paid at the rate of seventy-five percent (75%) of the accrued sick leave hours not to exceed 1600 hours.
- (c) An employee, hired prior to July 1, 1995, upon retirement under the provisions of the Nevada Public Employees Retirement System, or an employee, upon termination from the CITY, who retires under the provisions of the Social Security Act, shall be paid for all accrued unused sick leave not to exceed 1600 hours.

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

- (a) Effective July 1, 1995, for employees hired on July 1, 1995 or after, with 10 or more years of service, upon termination for any reason excluding disciplinary termination, sick leave hours accrued shall be computed based upon the employee's base hourly rate, and shall be paid at the rate of 50% of the accrued sick leave hours not to exceed 500 hours.
- (b) Effective July 1, 1995, for employees hired July 1, 1995 or after, with twenty (20) years or more of service, upon termination for any reason excluding disciplinary termination, sick leave hours accrued shall be computed based upon the employee's hourly rate, and shall be paid at the rate of seventy-five (75%) of the accrued sick leave hours not to exceed 900 hours.
- (c) Effective July 1, 1995, employees hired July 1, 1995 or after, with 15 or more years of service, upon retirement under the provisions of the Nevada Public Employees Retirement System, or employees, upon termination from the CITY, who retire under the provisions of the Social Security Act, shall be paid for all accrued unused sick leave not to exceed 900 hours.
- (d) Effective July 1, 1995, in the case of death of an employee hired after July 1, 1995, during his tenure with the CITY, 100% of the employee's unused sick leave shall be paid to the employee's designated beneficiaries as designated on the employee's City-provided life insurance form.

ARTICLE 13. OTHER LEAVES:

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

- (a) Upon approval of the City Manager or designee, an employee may be granted an unpaid leave of absence for good and valid reasons up to 90 days. During such leave, the employee will not be eligible for any benefits nor will any annual or sick leave accrue. An employee will not be eligible to earn service credit toward a step increase, completion of probation, qualifying period, seniority, or longevity pay if applicable to the employee.
- (b) An employee may be suspended without pay for an indefinite period of time as a result of a criminal complaint in a court of law, in which case the suspension may continue until the matter is adjudicated by a court of competent jurisdiction. If the charges are not sustained, the CITY may still administer discipline if the CITY can substantiate misconduct. Suspension without pay under Section 1 (b) requires an Administrative Hearing and must be approved by the Chief of Police.

Section 2: Jury Duty Leave:

- (a) Employees who are called for jury duty will be paid regular pay for time served during their scheduled working hours. All jury duty pay will be retained by the employee.
- (b) Those persons called but not selected to serve on the jury or who complete the day's jury duty prior to the end of their normal shift shall report back to work when excused.

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

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

- (a) The employee shall be given military leave without pay.
- (b) During the period of military service the employee shall retain all rights to which he is entitled under the provisions of the Charter of the CITY and under the provisions of the Civil Service Rules, provided that during a period of military leave in excess of thirty (30) days, annual or sick leave credit shall not accumulate.
- (c) After the completion of service the employee may be restored to his former position if it appears to the satisfaction of the department head, after such examinations as may appear necessary, that the employee is able to perform his former service to the CITY, provided that the employee makes written application for immediate reinstatement within ninety (90) days after receiving an honorable discharge or release from active duty. The provisions of this subsection shall not apply to any employee receiving other than an honorable discharge.
- (d) Persons employed to fill positions becoming vacant under these rules shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning employee to his former position in accordance with subsection (c).
- (e) An employee in the HPOA having a reserve status in any of the regular branches of the Armed Services of the United States or National Guard, upon request to serve under orders for training duty shall be relieved from their City duties, upon request, to serve under those training orders without loss of pay for a period not to exceed 210 hours in any one calendar year. The employee shall file with the CITY a copy of such orders indicating thereon the date that said duty is to commence and the date duty is to cease. The employee shall receive his regular compensation in addition to his military pay. It is understood that this provision is in accordance with NRS 281.145.

Section 5: Bereavement Leave: Upon the death of an immediate family member, an employee will be granted three (3) workdays of bereavement leave. There is no requirement

that these days be used consecutively, as actual funeral services are often delayed due to travel and other logistical issues. In rare circumstances, this timeframe may be extended at the discretion of the Department Head or their designee. Bereavement leave is independent of other types of leave.

- (a) In the event the funeral services are held 400 miles or more from the city limits of Henderson, Nevada, one (1) additional workday of bereavement leave will be granted if the employee is travelling to the funeral services.
- (b) Immediate family is defined as spouse, child, mother or step-mother, father or step-father, brother, sister, foster or stepchild, grandchild, grandparent, mother-in-law or father-in-law, or spouse’s grandparent, and domestic partner.

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

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

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

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

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

ARTICLE 14. HOLIDAY PAY:

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

New Year’s Day	January 1 st
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday In May
Independence Day	July 4 th
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th

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

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

19 of this Agreement.

- (a) For the Correction Facility, a HPOA Member working the holiday will be paid holiday pay as outlined above and the double time (premium pay) for their regular hours on their assigned shift that day.
- (b) For the Correction Facility, should the HPOA Member assigned to the eight-hour shift on the holiday work beyond the end of their shift, they would receive the double time premium pay for up to ten (10) hours before reverting to overtime at time and one-half.
- (c) Graveyard shift employees who start their shift on the day prior to the designated holiday and the majority of their regular hours worked are on the actual designated holiday, will record all their regular hours on the holiday and receive the double time premium pay for all regular hours.
- (d) Graveyard shift employees who start their shift on the designated holiday and the majority of their regular hours worked are on the day after the actual designated holiday, will record all their regular hours on the day after the designated holiday and be paid their normal rate of pay for the day.
- (e) For the Correction Facility, Graveyard shift employees who start their shift on the day prior to the designated holiday and are working their scheduled eight hour shift, will record all of their regular hours on the holiday and receive the double time premium pay for all regular hours.
- (f) For the Correction Facility, Graveyard shift employees who start their shift on the designated holiday and are working their scheduled eight hour shift, will record all of their regular hours on the day after the designated holiday and be paid their normal rate of pay for the day.

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

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

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

Section 5: Holiday on a Normal Day Off: Should a holiday fall on the HPOA Members regularly scheduled day off, the Member shall bank hours for future time-off with pay.

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

- (b) In the event of an HPOA Members' death, the CITY shall pay 100% of the Members unused banked holiday hours to the beneficiary(s) as designated in their City-provided Life Insurance form.
- (c) In the event an HPOA Member is subject to layoff per the provisions of Article 23 of this Agreement, they would be paid for unused banked holiday hours at the time of layoff.

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

Section 7: Administrative Leave for Critical Incidents: An HPOA member who is on administrative leave for a department related critical incident and was scheduled to work on a holiday shall receive the premium pay benefit as though the member was working their regular work schedule. The premium pay is not PERS-eligible compensation.

Section 8: September 11th Memorial Holiday:

All HPOA Members will be provided the September 11th Memorial Holiday each calendar year. The holiday is equal to ten (10) hours of regular pay at the base hourly rate and will be paid in the pay period that includes September 11th. This holiday provides 10 hours of additional compensation and is not available as paid time off; is not considered time worked for the purpose of overtime calculations and is not PERS-eligible compensation. New hires beginning their employment before July 1st will receive the September 11th Memorial Holiday in the year of hire.

ARTICLE 15. SHIFT ARRANGEMENT:

Section 1: The Normal Work Week schedule shall consist of four (4) consecutive ten-hour shifts. For members of the Corrections Facility, the Normal Work Week schedule will consist of four (4) consecutive ten-hour shifts or six (6) twelve-hour shifts with one (1) eight-hour shift per pay period. Unless otherwise determined by the CITY, the workweek shall be defined as: from 12:01am Monday through Midnight the following Sunday. Employees working a graveyard Schedule that consists of four (4) consecutive ten-hour shifts, will record all Normal Work Day hours on the day in which more than fifty percent (50%) of their Normal Work Day hours fall and follow that process for the remainder of the Normal Work Week. Employees working a graveyard Schedule that consists of six (6) twelve-hour shifts with one (1) eight hour shift per pay period, will record their Normal Work Day hours on the day in which more than fifty percent (50%) of their normal twelve-hour shift falls and follow that process the remainder of the pay period, including the normal eight-hour shift.

- (a) Whenever deviations from regular shift hours are necessary on a normally scheduled work day, the supervisor shall provide employees with sufficient notification prior to such deviation. Sufficient notification is deemed to be a minimum of 48 hours. Such notice shall not be required for emergency work.
- (b) The CITY reserves the right to alter or temporarily change the work schedule, shift and/or hours of an employee to accommodate:

- (1) Initial orientation
- (2) Advanced Academy
- (3) Police or Corrections Academy
*The overtime provisions defined in Article 19 of this Agreement are not applicable to these three schedules
- (4) Other operational efficiencies

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

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

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

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

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

Employees in the Corrections Facility working an eight (8) hour shift during the Spring time change shall work seven (7) hours and be paid for eight (8) hours.

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

Employees in the Corrections Facility working a twelve (12) hour shift during the

Fall time change shall work thirteen (13) hours and be paid for thirteen (13) hours.

Employees in the Corrections Facility working an eight (8) hour shift during the Fall time change shall work nine (9) hours and be paid for nine (9) hours.

ARTICLE 16. COMPENSATION FOR SERVICE INCURRED ACCIDENTS OR ILLNESS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2: Contributions to the Health and Welfare Plan by the CITY shall continue only to the extent of accrued sick or annual leave during the time of absence from work from the CITY. Should the HPOA Member exhaust their paid leave banks and begin leave without pay per section five (5) of this article, they will be eligible for COBRA coverage through the CITY's Self Insured Benefit Plan.

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

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

- (a) The HPOA Member will not be eligible for out of class pay or any Assignment Differential pay while on temporary light duty for a non-service incurred injury or illness.
- (b) Shift differential will be paid based on the temporary light duty assignment and not on the HPOA Member's shift assignment prior to the injury or illness.
- (c) An HPOA Member making the request for temporary light duty shall submit the request to the Chief of Police or designee or Human Resources with a letter from the physician outlining the restrictions and approximate time the employee could return to full duty.
- (d) All requests for temporary light duty assignments shall be reviewed by Human Resources for approval of eligibility. Requests that are approved by Human Resources shall be referred to the Chief of Police or designee to determine if work assignments are available that meet the employee's work restrictions.
- (e) The length of the assignment will be temporary based upon factors which include, but are not limited to, operational needs, treatment plans and restrictions as outlined by the physician, etc. The employee may be asked to resubmit the request and provide additional documentation from the physician, as appropriate, throughout the term of the assignment. Renewal requests for temporary light duty must follow the same criteria as contained in this Section.
- (f) The authorization for temporary light duty can be denied or withdrawn and this action will not be subject to the grievance procedure.

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

ARTICLE 18. PROBATIONARY PERIOD/PROMOTION/TRANSFERS

Section 1: Probationary Period: The initial appointment of any candidate to a position in the police service shall be conditional upon successful completion of the initial probationary period of not less than eighteen (18) months or more than twenty-one (21) months. Candidates that are not required to attend the academy will serve a probationary period of not less than twelve months. With the exception of those in the academy, any assignment over one week in length to modified duty, light duty, leave for military deployment, administrative leave or any other approved leave will extend probation for an amount of time equal to the absence. Failure to confirm the Officer's regular appointment will result in the Officer's termination.

Section 2: Promotion: Promotion to the classification of Police Sergeant 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 Chief will determine the number of candidates that will participate based on the needs of the department. This number will be identified and posted at the same time as the notice of examination.
- (b) The Human Resources Director or designee shall prepare and conduct the examinations, which shall contain questions designed to test for job-related qualifications. Such tests shall be formulated on a general competitive basis, and shall not be used to facilitate the promotion of any particular HPOA Member.
- (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. HPOA Members shall attain at least a minimum rating on each part of the test in order to receive a passing grade or to be rated on the remaining parts of the test.
- (e) The final rating shall be determined by adding each portion of the selection process according to assigned weights.
- (f) At the conclusion of any examination an eligibility list consisting of the names of persons successfully passing the examination, arranged in order of final ratings received, from the highest passing score to the lowest, shall be prepared and kept available.
- (g) Whenever identical ratings are received, names will be arranged in order of date of initial hire. If date of initial hire is identical, names will be arranged in the numerical order on their initial hire list. Priority in respect to the date of initial hire shall be considered only when identical ratings are received.
- (h) The entire eligibility list shall be certified and appointments made by the Chief of Police from among the top five (5) names. However, if there are less than two (2) passing scores, the Chief of Police may request that a new examination be

given. The name of any person appearing on the eligibility list shall not be removed, unless for cause, until such list has expired. If any person has been certified for appointment five (5) times and has not been appointed, the name of the next person appearing on the eligibility list shall be certified and considered eligible for appointment.

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

Section 3 Transfers: Police or Corrections Officers may apply and participate in the selection process for the other classification. An HPOA Member who is selected for the new classification will be paid at the same Step of the wage schedule that they currently hold. The Police Officer who transfers will experience the reduction in their hourly rate at the time of transfer. The Corrections Officer who transfers will experience the increase in their hourly rate at the time of transfer.

ARTICLE 19. OVERTIME PAY:

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

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

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

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

Overtime shall be defined and compensated as follows:

Section 3: Time and One-half Overtime

- (a) Regular Overtime accrues when an HPOA Member is directed to work beyond their regular work shift.
- (b) Scheduled Overtime accrues when an HPOA Member is directed to work and is given 48 hours advance notification of the date and time such work will be required.
 - (1) Any HPOA Member scheduled to work on a regular assigned day off shall be guaranteed four (4) hours work at time and one-half his regular rate of pay. Should the work assigned be completed before the four (4) hour minimum, and the HPOA Member requests to be released, they may do so with supervisory approval and be paid for the actual hours worked.
 - (2) Any HPOA Member scheduled to work on a regularly assigned work

day, but not immediately following his shift, shall be guaranteed one (1) hour work at time and one-half his regular rate of pay.

- (c) Court Appearances will be compensable when an HPOA Member is required to appear during his regularly scheduled time off for a scheduled appearance in a proceeding connected with official duties. This does not apply when the HPOA Member is a grievant and for which they are not otherwise compensated.
 - (1) HPOA Members under Section 3 (c) shall be guaranteed two (2) hours work at time and one-half his regular rate of pay.
 - (2) HPOA Members under Section 3 (c) who receive a duces tecum subpoena shall be guaranteed three (3) hours work at time and one half their regular rate of pay. Duces tecum shall be paid when evidence with a chain of custody is required. The duces tecum three (3) hour minimum does not provide for additional overtime compensation should the court appearance exceed the three hour timeframe. The additional hour provided for a duces tecum subpoena is not added to actual overtime hours if the three hour minimum is exceeded.
 - (3) On Duty Court Attendance: HPOA Members subpoenaed to appear on duty as a witness connected with official duties, and who are not party in such proceedings, shall receive their regular pay, providing that all witness fees or pay are returned to the City of Henderson. HPOA Members shall report to work when excused.

Section 4: Contracted Overtime

- (a) Contracted Overtime assignments are not guaranteed for any officer. All events are subject to cancellation at any time. All assignments for Contracted Overtime will be on a voluntary basis and no HPOA Member will be forced to accept this type of overtime assignment.
- (b) Contracted Overtime is paid for by a third-party. Contracted Overtime deviates from the requirements for overtime set forth elsewhere in this Agreement as follows:
 - (1) The duration of Contracted Overtime assignments are established via the agreement between the contractor and the Henderson Police Department. However, the assignment's start and end time shall depend on whether the contractor requires the officer to use a City of Henderson vehicle.
 - a. Travel Time Is Included If Contractor Requires A City Vehicle: If a City of Henderson vehicle is required for the Contracted Overtime assignment, then the start time of the shift shall commence upon the officer leaving their assigned station and shall end upon the officer returning to their assigned station. Officers are required to immediately return to their assigned stations upon being released by the contractor.
 - b. Travel Time Is Not Included If Contractor Does Not Require A City Vehicle: If a City of Henderson vehicle is NOT required for the

Contracted Overtime assignment, then the officer shall travel to the Contracted Overtime assignment in their personal vehicle on their own time. The start time of the shift shall commence upon the officer's arrival at the designated overtime location and end upon the contractor's release of the assignment.

- (2) All Contracted Overtime will be paid at an overtime rate of time and one-half (1.5x) the officer's regular rate of pay.
 - (3) Contracted Overtime scheduled without 48 hours' notice will be paid at time and one half (1.5x).
 - (4) Contracted Overtime that falls on a holiday will be paid at time and one half (1.5x).
- (c) Contracted Overtime will be assigned by fair and equitable totals.
- (d) Contracted Overtime Eligibility Limitations
- (1) Officers having performance issues as part of their regular duties (as determined by their division Captain) or who are subject to an investigation into their conduct may not be eligible to work Contracted Overtime for a period of up to ninety (90) days. This temporary ineligibility period is an administrative action and is not considered discipline and is not recorded in an officer's personnel file.
 - (2) If a contractor has reported complaints of misconduct, conduct unbecoming by an officer, or a violation of event planning guidelines, while working a Contracted Overtime event, and the contractor has requested that the officer not return to the contractor's Contracted Overtime events (current or future), the officer will be temporarily ineligible for future Contracted Overtime events for that particular contractor for a period of ninety (90) days.
 - (3) The contractor must notify the Special Event Lieutenant in writing if the contractor requests that specific officers not work at that particular contractor's future Contracted Overtime events.
 - (4) The Special Event Lieutenant will maintain all copies of contract complaints and monitor the ninety-day (90-day) ineligibility periods.
 - (5) The ineligibility period for Contracted Overtime will be for ninety (90) days from the time of the incident (rolling calendar).
 - (6) Each complaint or allegation of misconduct will be assessed individually on a case-by-case basis to determine eligibility/ineligibility for contracted overtime.
- (e) Contract Overtime Expectations and No Call-No Show/Late to Assignment
- (1) Officers will be punctual, prepared for duty and report on time at the designated overtime location.
 - (2) If an officer is unable to work an assigned contracted overtime

assignment, the officer will contact the Special Event Lieutenant or designee. The Special Event Lieutenant or designee will attempt to reassign the contracted overtime to another officer who applied for the assignment under the original posting using fair and equitable standards. If the Special Events Lieutenant or designee is unable to reassign the contracted overtime they may repost the contracted overtime for additional volunteers or require the initially assigned officer to work the originally assigned overtime.

- (3) Officers will not seek out their own replacement for Contracted Overtime.
- (4) All cases of unexcused tardiness and absent without leave notification will be handled in accordance with DPM1094.

Section 5: Double Time Overtime

- (a) Call-out Overtime as defined in Article 34 is paid at double the regular rate.
- (b) Call-Back Overtime as defined in Article 34 is paid at double the regular rate.
- (c) HPOA Members having been Called-back/Called-out on a regularly scheduled day off shall be guaranteed four (4) hours work at twice his regular rate of pay.
- (d) HPOA Members having been called back on a regularly assigned work day shall be guaranteed two (2) hours work at twice their regular rate of pay. Should the two (2) hour guarantee overlap with the start of their regular shift, the Member would record callback/callout for the time before the shift begins and regular pay and a non-PERS eligible straight time pay code to satisfy the two (2) hour guaranteed minimum.
- (e) Should an HPOA member be called back to work while on a scheduled vacation, during their normal work hours, they would record the number of hours of actual vacation hours used; record the number of hours worked during their normal shift and record an equal number of hours of a PERS eligible straight time pay. Should the assignment extend beyond the Members' normal work hours, call-back would be recorded for those hours.
- (f) Should an HPOA member be contacted after hours due to a developing operational incident that requires their expertise and direction, the HPOA member is eligible for the appropriate overtime compensation rounded to the next highest six (6) minute increment.
- (g) Call-back overtime is PERS eligible compensation, while regular overtime, scheduled overtime, contract overtime, and call-out overtime are not PERS eligible compensation.
- (h) Employees hired on or after January 1, 2010 are subject to a different definition of call back per the Public Employees' Retirement Board. (Refer to Article 34, Call Back).
- (i) Contract Overtime: See Section 4(b).

Section 6: Comp Time Overtime:

An HPOA Member accruing overtime as stated above, with the exception of any PERS compensable time, 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. Compensatory time off accrued that is subject to shift differential is adjusted at the time of the accrual through an increase in the hours of compensatory time available. Accordingly, when compensatory time off is utilized, the hourly rate will not reflect the shift differential accounted for in calculating the number of hours. For clarity: Ten (10) hours of double time or twenty (20) hours of compensatory time off for a graveyard shift Member will be recorded as 21.2 hours (20 x 6%) of compensatory time off accrued but paid at a base rate.

Compensatory time off will accumulate for the fiscal year, to the maximum allowed by the Fair Labor Standards Act (FLSA), which is currently four hundred eight (480) hours. If it is not used during that time, it will automatically be paid out, in its entirety, on the last payday in the month of June, regardless of when the overtime was worked. There will be no early payments or special checks for the accumulated compensatory time-off.

An HPOA member shall request the use of compensatory time in advance. The approval to use compensatory time-off will be based on the staff available to cover the vacancy, the specific operating environment on the requested day(s) and only in rare circumstances will compensatory time off be granted if overtime is required to cover the absence. Exceptions to this overtime exclusion require the approval of the Chief of Police or their designee. The Department Command Staff will strive to accommodate compensatory time off requests whenever possible and understand its obligation under the Fair Labor Standards Act.

HPOA members who are approved for compensatory time-off will not have this time cancelled due to subsequent, unanticipated absences by other HPOA members.

Comp Time for Holiday Time:

An employee may accumulate comp time for any non-PERS compensable holiday time.

- (a) All accrued "comp" time on the books will be paid at the Overtime rate it was accrued prior to any general pay increases.
- (b) Accurate records of Overtime shall be kept by the Police Department with proper notification submitted to the Finance Department Payroll Division.

Section 7: 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 8: Stand-by pay will be provided should an HPOA Member be required to stand-by anytime between work shifts, on regular days off, or on holidays. HPOA Members required to stand by for the fourteen (14) hours between their regular shifts or the fourteen hours after their last shift will receive one (1) hour of double time. HPOA Members shall be compensated by one (1) hour of double time for each twelve (12) hour period they are required to stand-by. HPOA Members on stand-by shall keep their supervisor and/or

the Police Department notified of their location for emergency call-back purposes and must remain fit for duty during these stand-by hours.

- (a) Should HPOA Members on stand-by be called back for work, they shall be compensated for a minimum of one (1) hour at double time.
- (b) Stand-by periods are defined as:
 - 1) The fourteen hours between shifts and at the end of the last shift of the weekly schedule
 - 2) Twelve hour blocks of time on normal days off beginning at the Members normal starting time on a regular work day.
- (c) HPOA Members who are on stand-by and are called back for work will have their stand-by compensation off-set as follows:
 - 1) If the callback Overtime is two (2) hours or less, the one hour of stand-by pay will not be paid.
 - 2) If the callback Overtime is more than two (2) hours, no stand-by will be paid for two (2) consecutive twelve hour stand-by periods.

Section 9: Travel time to and from work is not compensable per the federal Portal-to-Portal Act.

- (a) Out-of-town travel and same day return: Time traveling to and from the airport is considered "home-to-work" time and is not compensable. All other hours associated with this assignment that day would be compensable.
- (b) Overnight travel: Travel time is compensable when it occurs during the HPOA Member's regular work hours. This is true on non-working days as well and would be paid at the appropriate rate of pay which may include Overtime payments. The time required for any means of travel outside of normal work hours is not compensable. However, if the HPOA Member is directed to perform work while traveling, this time would be compensable.

ARTICLE 20. RETIREMENT:

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

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

Section 3: Effective July 1, 2015, increases in mandatory contributions to the Public Employees Retirement System (PERS) for employees covered by this Agreement will be split evenly between the employees and the City.

ARTICLE 21. EMPLOYMENT STATUS/DISCIPLINARY PROCESS

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

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

- (a) Extension of Probation: The period of initial probation may be extended for up to three (3) months upon the recommendation of the Chief of Police and the Director of Human Resources or designee.
- (b) Non-Confirmation: Probationary Employees may be non-confirmed at any time during the initial or extended probationary period and such separation cannot be appealed through the grievance procedure of this contract.

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

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

Section 5: Disciplinary Process: It is agreed that the CITY has a right to discipline or discharge, in accordance with Henderson Police Department Policies, NRS 289, and City of Henderson Administrative Policies. Discipline or discharge of regular employees is subject to the grievance procedure.

- (a) Types of Discipline: Employees who do not correct unsatisfactory conduct or performance, or who commit offenses of such a serious nature as outlined in Henderson Police Department Policies, NRS 289 and City of Henderson Administrative Policies are subject to the following:
 - (1) Suspension: An employee may be suspended with or without pay as a disciplinary measure. Suspension without pay requires a pre-disciplinary hearing and must have the approval of the City Manager.
 - (2) Demotion: An employee may be demoted as a result of a disciplinary action. Prior to any demotion, an employee shall receive a pre-disciplinary hearing.
 - (3) Disciplinary Probation: As a form of discipline an employee may be placed back on probation for a period not to exceed six (6) months in an effort to further evaluate and rehabilitate the employee.
 - (4) Termination: An employee may be terminated as a result of disciplinary action. Prior to any termination, the employee shall receive a pre-disciplinary hearing.
- (b) Notification: An employee shall be notified in writing of any disciplinary action

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

Section 6: Abandonment of Post:

- (a) An employee absent from duty in excess of three (3) days without satisfactory explanation shall be considered to have abandoned their post and shall be terminated provided that the Chief of Police or designee shall make a reasonable effort to locate the employee.
- (b) Reasonable effort to locate an employee shall be satisfied if the Chief of Police or designee sends a certified letter or similar attempts to the employee at the address shown in the employee's personnel file.
- (c) Termination pursuant to this section shall be deemed to be for just cause and shall not be subject to the grievance and arbitration provisions of this agreement.

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

ARTICLE 22. SENIORITY:

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

Section 2: Departmental Seniority shall apply to the following:

- (a) Departmental Shift Bids - Management retains the right to assign officers with special skills to shifts as required, by seniority. Management has the right to re-examine the status of employees tenure on the same shift and may reassign based on that review. The officer re-assigned will select their choice from the remaining shifts. For the purpose of this Article, the meaning of shifts will be day, swing, or graveyard.
- (b) An employee requesting a voluntary transfer from a special assignment will, after reorientation, have the ability to select the shift of their choice.
- (c) End of Shift Overtime – At the end of a shift, overtime will be offered per the seniority list on that shift. This process will repeat for each incident of overtime.
- (d) Call-Out/Call-Back:
 - 1. When the need to fill a police or corrections position with Call-Out/Call-Back arises, the Supervisor recognizing the need will use the appropriate classification seniority list, maintained by the current software program.
 - 2. Police Officer Call-Out/Call-Back will be offered using the police seniority list. In Patrol, for partial shifts the supervisor shall offer to the oncoming shift by seniority before utilizing the current software program.

3. Corrections Officer Call-Out/Call-Back will first be offered to eligible corrections officers by using the corrections seniority list. If no corrections officer accepts the notice, the Call-Out/Call-Back will then be offered to police officers.
4. Call-Out/Call-Back for specialized assignments will not be determined by department seniority, but will be determined by the specialized assignment Supervisor, based on the function of the specialized unit and circumstances of the call-out. A supervisor should make attempts to Call-Out/Call-Back using unit seniority.

Section 3: Henderson Detention Center CALL-OUT / CALL-BACK PROCEDURE: Upon identifying the need for Call-Out/Call-Back, the on duty Corrections Lieutenant / Sergeant will solicit for the following by priority:

- a) Day Shift Coverage – A request for an on duty officer to stay over for 4 hours will be given. If there is a volunteer (by seniority), that officer will work from 0700-1100, and a posting will be created for 1100-1900. This 8 hour block will not be broken up into smaller shifts unless coverage is dire.

1. If there are no volunteers for the initial 4 hours, a posting will be created for 0700-1900. This 12 hour block can be broken up as follows:

0700-1900	0700-1300	1300-1900
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2. There are occasions where an officer from the oncoming shift will request (by seniority) 4 hours of Call-Out/Call-Back to come in early from 1500-1900. Then a posting would be created for 0700-1500.

- b) Grave Shift Coverage – A request for an on duty officer to stay over for 4 hours will be given. If there is a volunteer (by seniority), that officer will work from 1900-2300, and a posting will be created for 2300-0700. This 8 hour block will not be broken up into smaller shifts unless coverage is dire.

1. If there are no volunteers for the initial 4 hours, a posting will be created for 1900-0700. This 12 hour block can be broken up as follows:

1900-0700	1900-0100	0100-0700
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2. There are occasions where an officer from the oncoming shift will request (by seniority) 4 hours of Call-Out/Call-Back to come in early from 0300-0700. Then a posting would be created for 1900-0300.

- c) When a 12 hour shift is offered and a senior officers volunteers for 6 hours, and a junior officer volunteers for 12 hours, the 6 hour shift will be assigned by seniority. A second posting for the remaining hours will then be sent.

- d) Reduction in Force.

Eligibility:

Police and corrections officers who have been added to the call-out/call-back list through the sign-up process, who are not currently on vacation, sick or comp time leave, are eligible for Call-Out/Call-Back. Officers must have eight (8) continuous hours of rest within a twenty-four (24) hour period before reporting to their next

regularly assigned duty assignment to accept an offer of Call- Out/Call-Back. Any officer that is unsure of their eligibility to accept a Call- Out/Call-Back assignment should discuss their concern with the Supervisor making the offer, prior to accepting it.

ARTICLE 23. REDUCTION IN FORCE:

This Article 23, Reduction in Force, and the manner in which it is executed, applies to all HPOA represented positions only.

- Section 1: A reduction in force may take place upon approval of the City Council and is defined as any involuntary separation wherein management eliminates a position.
- (a) The CITY may eliminate any position.
 - (b) The CITY will notify the Henderson Police Officers Association prior to any City Council action that relates to a reduction in force.
 - (c) Notice of at least thirty (30) calendar days will be given to HPOA employees whose positions are eliminated through a reduction in force. In lieu of notice, an equivalent amount of salary, based on the employee's regular work schedule, will be paid to the employee.
- Section 2: When a position is eliminated and/or a reduction in force takes place, the following procedure will apply:
- (a) All HPOA employees that are serving the twelve month probationary status within the classification that is to be eliminated shall be laid off first.
 - (b) HPOA employees whose positions are eliminated shall be permitted to exercise his/her CITY seniority to move laterally or downward to a position within the HPOA for which they meet the minimum requirements as determined by the Director of human Resources or his/her designee.
 - (c) HPOA employees who are not placed in other positions may elect to accept the reduction in force or pursue displacement procedures.
 - (d) Displacement procedures will take place in the following:
 - (1) Once a position within a classification has been identified for elimination within a department, the least senior employee in that classification position within the department will be first to be eliminated.
 - (2) The displaced employee will, in turn, displace the least senior employee in the classification.
 - (3) If there are no other positions within the classification, the regular employee whose position has been eliminated will displace the least senior employee in the HPOA in any lower paying classification previously held by that regular employee.
 - (4) An employee who has been displaced as a result of this procedure will have the same rights under Section 2.e.3 as the employee whose position was eliminated.

- (5) If the displaced employee does not meet the requirements of the previously held classification due to changes in the classification or employee qualifications, or if the classification no longer exists, the employee's qualifications will be reviewed by the Director of Human Resources or designee to determine if there are other placement options within the HPOA.
- (6) Notice of at least 30 calendar days must be given to employees whose positions are to be eliminated through Reduction in Force. In lieu of notice, or less than 30-day notice, an employee shall be paid the amount of salary the employee would have, received based on the employee's regular work schedule, had a 30- day notice been given.

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

- (a) If displacement options have been exhausted, employees will be placed on a Reduction in Force (RIF Eligibility List for all classifications that they have previously held within the HPOA. Employees will remain of the RIF Eligibility List for that classification for a period of three years, or a period equal to their length of employment, whichever is less.
- (b) The RIF Eligibility List will have precedence over all other Eligibility Lists.
- (c) Displaced employees on Reduction in Force (RIF) Eligibility Lists will be considered eligible for HPOA in-house recruitment, for positions for which they are qualified, for a period of three years, or a period equal to their length of employment, whichever is less.
- (d) If more than one employee is placed on the RIF Eligibility List, the employees will be ranked in order by seniority for each classification previously held. The employee with the most seniority within the classification will have the first option when a position becomes available in that classification.
- (e) An employee who is placed in a position from such a RIF Eligibility List may be required to pass a background check and a qualifying period. The employee will be placed at the step closest to the step that he/she was at prior to the RIF.
- (f) Employees on RIF Eligibility Lists waive their reinstatement privileges if they fail to respond to a re-employment notice within fifteen calendar days after notice is mailed to the last known address.

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

- (a) Requests shall be submitted to the Human Resources Director and will require the approval of the City Manager, Human Resources Director, and the former department head before the individual making the request can be placed upon the rehire list for that classification. The individual making the request shall be notified in writing upon approval or denial of request. All decisions of the Human Resources Director will be final.
- (b) The rehire list will be utilized in the same manner as an open competitive list and the hiring authority will have the opportunity to conduct selection interviews with individuals from both lists.

- (c) Individuals placed on the rehire list will remain on that list for a maximum of one year.
- (d) Upon rehire, employees will have their salary set at the current entry level for the classification and serve a probationary period consistent with the current time period for that classification.
- (e) Individuals rehired will be subject to the same background procedures currently being utilized for new hires and may be subject to additional testing as deemed necessary by the Human Resources Department.

ARTICLE 24. BULLETIN BOARDS:

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

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

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

ARTICLE 25. RULES AND REGULATIONS:

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

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

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

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

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

- (a) Written Reprimand- 24 months after the date the employee signs or is given the opportunity to sign the adjudication. Any subsequent corrective action of a similar nature shall extend the purging of the original discipline by another 12 months or the purge length of the latest disciplinary action, whichever is shortest.
- (b) Minor Suspension (less than 41 hours) - three (3) years after the date the employee signs or is given the opportunity to sign the adjudication. Any subsequent corrective action of a similar nature shall extend the purging of the original discipline by another 24 months or the purge length of the latest disciplinary action, whichever is shortest.
- (c) Major Suspension (41 or more hours) - five (5) years after the date the employee signs or is given the opportunity to sign the adjudication. Any subsequent corrective action of a similar nature shall extend the purging of the original discipline by another 24 months or the purge length of the latest disciplinary action, whichever is shortest.
- (d) Disciplinary Transfer- two (2) years after the date the employee signs or is given the opportunity to sign the adjudication. Any subsequent corrective action of a similar nature shall extend the purging of the original discipline by another 24 months or the purge length of the latest disciplinary action, whichever is shortest.

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

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

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

ARTICLE 26. LUNCH AND REST PERIODS:

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

Extra duty shifts of overtime, call-out or call-back of four (4) to six (6) hours will grant an additional fifteen (15) minute break. This break cannot be taken in the last hour of these overtime shifts.

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

the supervisor shall make a second meal period available to the employee whenever possible.

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

ARTICLE 27. PHYSICAL AGILITY TEST:

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

ARTICLE 28. GRIEVANCE PROCEDURE:

A grievance is defined as any dispute which arises regarding an interpretation, application, or alleged violation of any of the provisions of this agreement or policy or procedure. A grievance can be filed on discipline with the exception of counseling sessions or verbal reprimands. The purpose of the Grievance Procedure shall be to settle all grievances between the CITY and the HPOA as quickly as possible to ensure efficiency and promote employee morale. Should any employee, group of employees, or the CITY feel aggrieved, including the claim of unjust discrimination or any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustment shall be sought.

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

- (a) It is agreed that the CITY has a right to discipline or discharge employees for just cause. Disciplinary matters, except oral reprimands, shall be subject to the Grievance Procedure. Oral reprimand is defined as a verbal warning which is not placed within the employee's personnel file.
- (b) No regular employee shall be discharged except for just cause as defined in Article 22, which shall be subject to the Grievance Procedure. It is understood by and between the parties that this section does not affect the CITY's right to eliminate positions because of layoffs or reductions in force.

All grievances must be filed in writing with the HPOA President or designee, or the Grievance Chairperson within 30 calendar days from when the HPOA member knows or should know of facts giving rise to a grievable issue.

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

HPOA Member Right to Grieve Termination: In the event the HPOA chooses not to pursue a grievance involving termination of an HPOA member, the HPOA Member filing a grievance may pursue the matter, without the assistance of the HPOA, in accordance with the remainder of this article and NRS 288. All costs incurred by the HPOA Member, including but not limited to those outlined in Step 8 of this Article, will be the responsibility

of the HPOA Member. Should the HPOA Member choose to arbitrate their dispute, both the City of Henderson and the HPOA 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 HPOA Member fail to comply with this requirement within twenty-one (21) calendar days of notification of the escrow account details via certified mail or attempted delivery via certified mail, they will forfeit their ability to arbitrate the issue and the matter will be considered withdrawn.

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

In the event of a grievance, the employee will receive a copy of the investigative file used to make the adverse determination in the case.

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 or in accordance with the law.

STEP 2: If a grievance exists the GRIEVANCE COMMITTEE shall, with or without the physical presence of the aggrieved employee, within thirty (30) calendar days from the date of receipt of grievance, present a signed written grievance to the Police Chief or designee for adjustment.

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

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

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

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

- (a) One arbitrator shall be selected by alternately striking names from the list and the dispute shall be submitted to the arbitrator then remaining.
- (b) The President or designee shall strike the name of the first arbitrator.

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

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

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

- Section 2: Grievances not filed, processed or responded to within the time limits set forth above and not extended by agreement in writing, shall be deemed waived or admitted, and the grievance shall be irrefutably presumed denied or sustained, as the case may be.
- Section 3: Nothing herein shall preclude any employee from discussing his grievance with the GRIEVANCE COMMITTEE or his/her HPOA representative for informal adjustment.

ARTICLE 29. HPOA REPRESENTATION:

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

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

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

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

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

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

Section 5: The Chief of Police or designee and the Human Resources Director or designee shall meet quarterly with representatives of the Henderson Police Officers Association as designated by the HPOA Executive Board. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. On-duty time shall be provided for three (3) HPOA representatives, and may be increased if both parties mutually agree.

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

- (a) The CITY will provide forty (40) hours per week of compensation to the President, with the exception of identified holidays on normal days off, which will result in payments above 40 hours in that given week. The President's normal schedule will be Monday through Thursday, ten (10) hours per day.
- (b) The President will be paid at the same step of the Police Officer compensation scale that they have been receiving at the time of their appointment to the full time position.
- (c) All benefit plans remain intact and vacation and sick leave accruals are unchanged. The President will utilize annual and sick leave as if they were performing the role of an officer and report their sick and annual leave utilization to the individual responsible for their time entry into PeopleSoft.
- (d) The President will return to their previously held position within the Police Department at the end of their full time assignment with the HPOA. It is recognized that there may be a period of training and/or re-acclimation for the President upon their return to regular duties within the Department
- (e) Should the HPOA Executive Board request the CITY to assist it with additional loss-time compensation for the President, the CITY will work with the HPOA to provide such compensation through its payroll system. Any additional compensation and associated benefit and tax expenses above that defined in (b) above, will be reimbursed to the CITY by the HPOA. The CITY will invoice the HPOA for such compensation on no less than a monthly basis.
- (f) The President's hours under this agreement will not reduce the amount of union leave hours described in Section 4 above of this agreement available to other HPOA designated officers.
- (g) The President assigned to this position will receive 8% assignment pay differential.

Section 7: During the negotiations of this Agreement, the CITY and the UNION expressly agree

that the time spent by the UNION's employee representatives in performing duties or providing services toward the purpose of this Agreement and in obtaining these joint benefits, and the allowance for the use of Union Leave, as well as attending Committee meetings and future negotiations to be conducted during normal work hours without payment for such time or reimbursement by the UNION for such time, have been negotiated with sufficient concessions made in past bargaining.

ARTICLE 30. CHECK-OFF:

Section 1: The CITY agrees to deduct from the paycheck of each employee within the HPOA who has signed an authorized payroll deduction form such amount as has been designated by the HPOA as dues and is so certified by the Treasurer of the HPOA. The HPOA will certify to the CITY, in writing, the current rate of membership dues. The CITY will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. The CITY may require the submission of new authorization forms when the Association increases its membership dues.

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

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

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

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

ARTICLE 31. LIABILITY INSURANCE:

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

ARTICLE 32. WARRANTY OF AUTHORITY:

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

ARTICLE 33. SAVINGS CLAUSE:

This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts of provisions affected.

ARTICLE 34. DEFINITIONS:

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

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

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

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

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

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

Call-Back: For employees enrolled in PERS on or prior to December 31, 2009, Call-back overtime will accrue when an HPOA Member has completed their regular shift and is not in pay status or on normal days off and is called to return to work and is required to report within twelve (12) hours of that call. Any call that requires immediate reporting is considered call-back overtime and is paid at double the regular rate.

For employees enrolled in PERS on or after January 1, 2010, Call-back overtime will accrue when an HPOA Member is returning to duty within 12 hours after an employee's regular working hours to respond to an emergency. "Emergency" as defined by PERS means a sudden, unexpected occurrence that is declared by the governing body or chief administrative officer of the public employer to involve clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property.

Call-Out: For employees enrolled in PERS on or prior to December 31, 2009, overtime scheduled with less than forty-eight (48) hours notice or overtime scheduled after the completion of the regular shift or when an employee is on their days off and the employee is NOT required to report for the overtime assignment within twelve (12) hours of the time of the call.

For employees enrolled in PERS on or after January 1, 2010, Overtime scheduled with less than forty-eight (48) hours notice or overtime scheduled after the completion of the regular shift or when an employee is on their days off and does not meet the definition of Call-Back above.

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

CITY: City of Henderson

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNION: HPOA (Henderson Police Officers' Association)

ARTICLE 35. DURATION OF AGREEMENT:

Section 1: This First Amended and Restated agreement shall be effective retroactively beginning July 1, 2021 and shall remain in full force and effect up to and including June 30, 2025, and during the period of any statutory impasse.

Section 2: Notice of desire to negotiate:

- (a) In the event either party desires to open negotiations concerning a subject which would require the budgeting of money by the CITY, written notice of such desire shall be given on or before February 1, 2025.
- (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, 2025.

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.

Exhibit A
Bureau of Labor Statistics

CPI for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUURN400SA0
 Not Seasonally Adjusted
 Series Title: All items in West - Size Class B/C, all urban
 Area:
 Item: All items
 Base Period: DECEMBER 1996=100
 Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2011	134.917	135.826	137.200	138.174	138.598	138.269	138.128	138.171	138.564	138.696	138.411	138.017	138.171
2012	138.465	138.997	140.235	140.619	140.834	140.375	139.645	139.971	140.600	140.847	140.287	139.768	140.000
2013	139.865	141.072	141.573	141.788	141.838	141.805	141.940	142.228	142.277	141.954	141.736	141.751	141.805
2014	141.998	142.120	142.813	143.077	144.253	144.522	144.435	144.317	144.506	144.214	143.398	142.669	143.398
2015	142.022	143.005	143.887	144.426	145.346	145.198	144.917	144.752	144.507	144.379	143.595	143.398	144.379
2016	143.932	144.128	144.264	145.128	145.942	145.866	145.850	145.829	146.130	146.328	146.004	145.918	145.829
2017	146.469	147.451	147.880	148.496	148.789	148.792	148.691	149.255	149.954	150.336	150.003	149.920	149.255
2018	150.564	151.200	151.702	152.350	153.201	153.546	153.464	153.797	154.158	154.729	154.625	154.228	153.797
2019	154.328	154.671	155.178	156.523	157.488	157.564	157.465	157.654	157.738	158.635	158.482	158.496	157.738
2020	158.599	159.183	159.129	158.824	158.301	158.857	159.752	160.528	160.846	161.141	161.069	160.840	159.752
2021	161.199	162.042	163.257	165.088	166.813								

Example Calculation:

CPI for preceding full calendar year (Annual column) = 159.756

Less CPI for previous preceding full calendar year (Annual column) = 157.019

Equals index point change = 2.737

Divided by previous preceding full calendar year (2.727/157.019) = 0.0174

Result multiplied by 100 = 1.74%

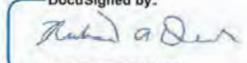
*In this example, the base wage increase would be 2.25% per the minimum in Article 5, Sections 2, 3 and 4.

EXHIBIT B:
Henderson Police Officers' Association Wage Schedule
Fiscal Year 2022-2023
Effective July 1, 2022

Position Title	Hrs	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Corrections Officer	40	\$ 26,929	\$ 28,278	\$ 29,692	\$ 31,178	\$ 32,734	\$ 34,372	\$ 36,090	\$ 37,895	\$ 39,790	\$ 41,772
HPOA Union Liaison	40	\$ 27,596	\$ 28,976	\$ 30,425	\$ 31,948	\$ 33,542	\$ 35,221	\$ 36,980	\$ 38,826	\$ 40,772	\$ 42,700
Police Officer	40	\$ 27,596	\$ 28,976	\$ 30,425	\$ 31,948	\$ 33,542	\$ 35,221	\$ 36,980	\$ 38,826	\$ 40,772	\$ 42,700

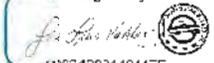
Date of Council Action: **August 23, 2022**

**CITY OF HENDERSON
CLARK COUNTY, NEVADA**

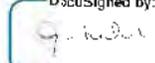
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RICHARD DERRICK
City Manager /CEO

11/02/2022 | 10:10 AM PDT
Date

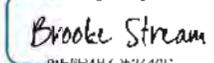
ATTEST:

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JOSE LUIS VALDEZ, CMC
City Clerk

APPROVED AS TO FUNDING:

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JIM MCINTOSH
Chief Financial Officer

APPROVED AS TO CONTENT:

DocuSigned by:

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BROOKE STREAM
Director of Human Resources

APPROVED AS TO FORM:

DocuSigned by:

C1274A67AA3A4A...
NICHOLAS G. VASKOV
City Attorney

DS

CAO
Review

Henderson Police Officers' Association

DocuSigned by:

588AC6029817480...
Name: Gary Hargis
Title: HPOA President

10/26/2022 | 5:09 PM PDT
Date

Exhibit 4



Memorandum of Agreement
between the
City of Henderson and
Henderson Police Officers' Association
September 5th, 2023



Memorandum of Agreement

The City of Henderson and the Henderson Police Officers' Association ("HPOA") (collectively, "the Parties") desire to amend Article 3; Article 19, Section 4; Article 21, Section 5; Article 25, Section 4; and to include an Exhibit C, representing the Appendix – Code of Conduct (from DPM1090), which sets forth the disciplinary classes and corresponding levels of discipline, in the First Amended and Restated Labor Agreement ("Agreement") between the Parties, effective July 1, 2021 to June 30, 2025.

A. Article 3 Amendment:

The Parties recognize that clarifying language is needed in the HPOA 2021-2025 Collective Bargaining Agreement ("Agreement") regarding assignment differential pay ("ADP") for temporary duty assignments and special order time frames for acting positions. Additionally, the Chief of Police desires to recognize two new special assignments to the list in Section 2(a). Accordingly, Article 3: Classification and Representation is being amended as follows:

ARTICLE 3. CLASSIFICATION AND REPRESENTATION:

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

- Police Officer
- Corrections Officer

Section 2: Assignment Differential Pay (ADP):

a. For the period assigned Officers shall receive eight percent (8%) assignment differential for the following assignments:

- A. Field Training Officer (FTO)
- B. Department Training Officer
- C. Community Relations Unit
- D. Police Investigator
- E. K-9 Officer
- F. Traffic Unit
- G. Office of Professional Standards
- H. SWAT Team (full-time)
- I. Lifeline Officer
- J. Public Information Officer
- K. Internal Affairs Unit
- L. Problem Solving Unit
- M. Officer In Charge (OIC)
- N. Intelligence Officer (Corrections)

- O. Special Programs and Services (Corrections)
- P. City Hall
- Q. **Technical Services Division**
- R. **MCIT Officer**

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

- (b) Assignment differential pay is a temporary monetary compensation paid to HPOA personnel who are assigned to the assignment categories indicated above. Employees shall receive ADP pay for the duration of their assignment and the elimination of ADP does not constitute a reduction in salary. **Assignment to an ADP position is defined as an ongoing assignment with no identified end date or a temporary duty assignment established through special order for a period of thirty (30) days or more. While assigned to an ADP position, the assigned officer is subject to all rules and regulations associated with the ADP assignment regarding shift scheduling. ADP is not applicable to light duty or modified duty assignments.**
- (c) The number of required HPOA Members serving as Field Training Officers (FTO) will be based upon the number of projected new hires and the needs of the department. HPOA Members serving as an FTO will receive the appropriate PERS eligible ADP as defined in Section 2 (a) for the period(s) of time they are assigned and developing a trainee, with a two (2) pay period minimum assignment/activation. Extensions of the original assignment/activation will be made on a full-pay period basis. Field Training Officers who are not assigned a trainee but who fill in as an FTO in the absence of a trainee's assigned FTO, or to re-acclimate an officer, will receive the appropriate PERS eligible ADP as defined in Section 2 (a), on a day for day basis.
- (d) K-9 handlers will receive the equivalent of five (5.0) overtime hours of compensation bi-weekly per dog, for the at-home care, grooming, transportation, and feeding of the dog.
- (e) HPOA members assigned a take-home motorcycle will receive the equivalent of one and one-half (1.5) overtime hours of compensation bi-weekly for the off-duty maintenance and care of the motorcycle assigned to them.

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

- (a) Upon re-assignment, differential pay would cease if no longer applicable. An exception to this policy would be in the case

where an employee is injured in the line of duty and whose normally assigned shift is other than days. In such cases, the employee will receive full salary, including shift differential.

- (b) Shift differential pay is a temporary monetary compensation paid to HPOA personnel who are assigned to the shifts indicated above. Shift differential shall continue to be paid during vacation leave, sick leave, and any other paid leaves.
- (c) HPOA Members assigned to swing or graveyard shifts receive shift differential for all hours worked, including overtime. Conversely, day shift HPOA Members do not receive shift differential when working overtime on swings or graveyard shifts. HPOA Members who receive overtime per the provisions of Article 3 Section 2 (d) and (e), will be paid shift differential for those hours.
- (d) Temporary assignments: HPOA Members that are assigned to a shift on a temporary basis will be paid the applicable shift differential for the actual shift they work. For example: a dayshift employee assigned to a graveyard shift will receive graveyard shift differential and a graveyard shift employee assigned to day shift will receive no shift differential. Shift differential while on vacation or sick leave during this temporary assignment will be paid in accordance with Section 3(b) above.

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

Section 5: **Acting Pay:** Officers who are directed via department Special Order by the Deputy Chief of Police, Chief of Police or designee to temporarily accept the responsibilities of their first-line supervisor (Sergeant) will be awarded acting pay. Acting pay shall be paid a rate ten percent (10%) higher than the HPOA Member's current hourly rate and be in addition to any applicable shift differential and assignment differential if the elevated responsibilities are in a position eligible for an assignment differential. **Acting pay is only applicable to hours worked in the out of class capacity as designated by the special order. While assigned to an Acting position the assigned officer is subject to all rules and regulations associated with the acting assignment regarding shift scheduling.**

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

B. Article 19, Section 4, Article 21, Section 5, Article 25, Section 4 Amendment and New Exhibit C:

The Parties have worked together and negotiated new Code of Conduct provisions in relation to discipline, which has been memorialized in the Appendix – Code of Conduct (from DPM1090). The Appendix sets forth the disciplinary classes and corresponding levels of discipline. The Parties desire to acknowledge and incorporate the Appendix into the HPOA CBA. Accordingly, Article 19: Overtime Pay, Section 4, Article 21: Employment Status/Disciplinary Process, Section 5, and Article 25: Rules and Regulations, Section 4 is being amended as follows:

ARTICLE 19. OVERTIME PAY:

Section 4: Contracted Overtime

(e) Contract Overtime Expectations and No Call-No Show/Late to Assignment

(4) ~~All cases of~~ Any sustained findings of unexcused tardiness and absent without leave notification will be handled in accordance with Exhibit C. ~~DPM1094~~

ARTICLE 21. EMPLOYMENT STATUS/DISCIPLINARY PROCESS

Section 5: Disciplinary Process: It is agreed that the CITY has a right to discipline or discharge an employee, in accordance with Henderson Police Department Policies, NRS 289, and City of Henderson Administrative Policies. ~~Discipline or discharge of regular employees is subject to the grievance procedure. Discipline must be imposed according to the terms of the Code of Conduct and corresponding discipline as set forth in the Appendix – Code of Conduct (from DPM1090), attached hereto as Exhibit C.~~

~~(a) Types of Discipline: Employees who do not correct unsatisfactory conduct or performance, or who commit offenses of such a serious nature as outlined in Henderson Police Department Policies, NRS 289 and City of Henderson Administrative Policies are subject to the following:~~

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

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

- ~~(3) **Disciplinary Probation:** As a form of discipline an employee may be placed back on probation for a period not to exceed six (6) months in an effort to further evaluate and rehabilitate the employee.~~
- ~~(4) **Termination:** An employee may be terminated as a result of disciplinary action. Prior to any termination, the employee shall receive a pre-disciplinary hearing.~~

- (b) **Notification:** An employee shall be notified in writing of any disciplinary action that could lead to suspension, demotion, or termination, and shall be afforded the opportunity to meet with the City Manager or designee to discuss the proposed disciplinary action prior to the action being taken. An employee may also respond to the proposed disciplinary action in writing.
- (c) **Disciplinary matters are subject to the grievance procedure.**

ARTICLE 25. RULES AND REGULATIONS:

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

Discipline will be imposed in accordance with the Appendix – Code of Conduct (from DPM1090), attached hereto as Exhibit C. Any revisions to Exhibit C will be negotiated within the full scope of NRS 288 between the HPOA and the City prior to implementing any changes to it.

EXHIBIT C:

Exhibit C has been agreed to by the Parties and is attached to this MOA.

This Agreement modifies the terms of Article 3, Article 19, Section 4, Article 21, Section 5, Article 25, Section 4, and Exhibit C of the Agreement as referenced above. This Memorandum of Agreement does not affect, impact, modify or amend any other provision of the Agreement, or any sections not referenced or modified in the Articles listed above.

**CITY OF HENDERSON
CLARK COUNTY, NEVADA**

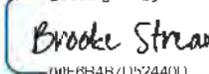
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Richard A. Derrick
City Manager/CEO

09/14/2023 | 9:12 AM PDT

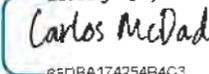
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Brooke Stream
Director of Human Resources

09/11/2023 | 3:15 PM PDT

Date

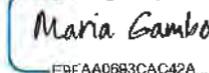
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Carlos McDade
Chief Labor Negotiator

09/11/2023 | 2:20 PM PDT

Date

Approved as to Funding Only:

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Maria Gamboa
Director of Finance

09/12/2023 | 4:14 AM PDT

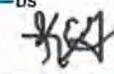
Date

Approved as to Form Only:

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Nicholas Vaskov
City Attorney

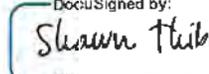
DS


CAO
Review

09/13/2023 | 7:43 AM PDT

Date

Henderson Police Officers' Association

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Shawn Thibeault
President

08/16/2023 | 11:38 AM PDT

Date

EXHIBIT C

APPENDIX to DPM 1090 – CODE OF CONDUCT¹

I. CLASS DESIGNATIONS

As with the rest of this policy, the Class Designations are to be used as guidelines for determining similar Types of violations. It is possible to have multiple violations within each Type without committing the exact same violation. Subsequent violations within each Type may be considered second, third, or fourth violations when the violations are similar in nature and fall within the same class Type.

All violations will fall into one of three Types:

1. **Conduct Violations** are those that are specific to the overall conduct of the employee, whether on or off duty. These violations are not specific to the performance of one's duties or their attendance at work.
2. **Performance Violations** are those that are specific to the way in which an employee performs their assigned tasks or the requirements of their job, to include safety.
3. **Attendance Violations** are those specific to arriving on time and being in attendance at their assigned work area.

II. CLASS DESIGNATION MATRIX

The Class Designation Matrix (CDM) is designed to help determine the range of sanctions to be received by an employee who violates a department policy, procedures, rules, or regulations, and/or the adopted laws of the local, State, or Federal Government.²

Each of the following sections describes a possible violation of Department Policy and Procedure by Category and assigns a Class Designation to it.

In cases where multiple policy violations of different classes occur, the highest-class violation will be used to determine the appropriate level of discipline for the investigation. Officers will not receive additional discipline for lower-level class violations arising out of the same investigation,

¹ The Appendix is the negotiated and bargained for Disciplinary Matrix and is separately incorporated into the collective bargaining agreements (CBA) with the Henderson Police Officer's Association (HPOA) and Henderson Police Supervisors Association (HPSA) as an exhibit to the CBAs. The actual body of DPM1090, which sets forth the investigative process, the pre-disciplinary hearing procedures, and implementation of such discipline, is not negotiated or incorporated into the CBAs. Management has the right to amend DPM1090, but any such amendment shall be made in accordance with Section 3 of Article 25 of the HPOA CBA and Section 3 of Article 26 of the HPSA CBA.

² DPM1090 is not incorporated into the Teamsters Local No. 14 (Teamsters) CBA. HPD understands that all discipline issued to an employee represented by Teamsters, must comply with its applicable CBA. The appendix to DPM1090 will be utilized only as a guideline to determine the appropriate level of discipline to issue to a Teamsters employee in accordance with the Disciplinary Article set forth in Teamsters CBA. Similarly, Civil Service Employees are subject to the Civil Service Rules. HPD understands that all discipline issued to Civil Service Employee, must comply with the Civil Service Rules. Therefore, the appendix to DPM1090 will be utilized only as a guideline to determine the appropriate level of discipline to issue to a Civil Service employee in accordance with the Civil Service Rules.

but the lower-level class violations will still be included in the final disciplinary action documentation for future consideration as appropriate. The intent is to document each class violation, but to avoid compounding the discipline an employee receives for a single investigation of misconduct.

CONDUCT VIOLATIONS			
Category	Commentary	Violation	Class
Acceptance of Gifts or Rewards	Employees shall not solicit or accept rewards for performance of duties, ask for gratuities or use their position to seek favors of any kind. Any offer of reward, gratuity, gift, fee or favor shall be courteously declined.	Failure to decline a reward, gratuity, gift, fee, or favor.	1
		Accepting or soliciting a bribe for performing an assigned duty	7
Civil Process	Employees shall not provide service of any civil process, unless in the performance of their duties.	Unauthorized service of legal process.	1
Conduct Unbecoming	Employees shall conduct themselves in a manner that will reflect favorably upon the Department.	Use of rude or insulting language or conduct offensive to the public while in performance of your official duties.	1
		Conducting private business while on duty without specific supervisory authority.	2
		Conduct unbecoming an employee which has the potential to bring discredit to the Department.	4
		Conducting business transactions with person confined and in custody during official police contact.	4
		Involvement in the commission of a crime.	7

		Renunciation of citizenship or allegiance to the United States or the State of Nevada or the taking of an oath of allegiance or otherwise pledging allegiance to any foreign country or organization that advocates the violent overthrow of the government of the United States or the State of Nevada.	7
		Becoming a prohibited possessor of a firearm as subject of an order of protection.	7
		Becoming a prohibited possessor of a firearm relative to a conviction of a misdemeanor crime of domestic violence.	7
		Intentional manipulation of MVICS system to negate the capture of video or audio as required.	7
Contributions	Employee shall not solicit from the public any contributions or donations while representing the department or identifiable as a department employee without the consent of the Chief of Police.	Employees seeking improper contributions or donations.	4
Criminal Proceedings	An employee shall not recommend that criminal or traffic offenses be reduced or dismissed unless they are the arresting officer or complaining witness and then only to cooperate with the prosecutor of court in the interest of justice.	Improper recommendation to the prosecutor for the disposition of traffic or criminal offenses.	2
Divulging Criminal/ Confidential Records & Information	No employee shall divulge the criminal record or any confidential record or information of any other person unless necessary to conduct an investigation or under due process of law.	Divulging Confidential Records of one person to another, except when necessary to conduct a criminal or Department investigation or under due process of law.	4

	This shall not prohibit the release of information to authorized law enforcement agencies or the release of facts connected with daily police activities to the press, radio or television as outlined in policy.	Disclosure of official business of the Department except as authorized.	4
	Employees shall not reveal official business of the Department except to those for whom it is intended or as directed by a supervisor or under due process of law. This shall not prevent the release of legitimate public information concerning daily police activities to the press, radio or television.	Misuse of NCIC.	7
		Divulging Criminal History Record Information of one person to another, except when necessary to conduct a criminal or Department investigation or under due process of law.	7
Drugs	No employee shall use illicit or illegal drugs, nor shall they appear for duty or be on duty while impaired by prescription drugs.	Willfully using any illicit or illegal drug.	7
		Reporting for duty while impaired by a prescription medication.	7
	No employee shall abuse any prescription drug.	Abuse of prescription drug	7
Harassment	All harassment, discrimination, and hostile work environment complaints will be investigated through Human Resources.	Harassment or discrimination against any employee.	7
Off-Duty Police	Officers filing suit for damages or settling the same without reporting the matter in writing to the Chief of Police through proper channels for incidents that occurred while on duty.	Officer filing suit for damages or settling the same without notification per policy.	1

	Officers will not apply for a warrant for arrest with themselves as a victim.	Officer applying for a warrant of arrest as a victim.	4
	Officers will not take police action in a situation where minor traffic and criminal violations occur. Off-duty officers observing minor violations, which they feel require police action, will refer the matter to on-duty personnel of the jurisdiction in which the offense occurred.	Officer taking inappropriate police action when off-duty.	4
	Off-duty officers may take reasonable and prudent police action on felony or serious criminal matters coming to their attention.		
Off-Duty Police	Officers will not identify themselves or use their police authority in their personal affairs or those of their family, friends or neighbors unless such action is warranted by the immediate threat of serious bodily harm or property damage. On-duty personnel will investigate those incidents that require police action.	Officer taking inappropriate police action in personal situations when off-duty.	7
(continued)	Officers will not use their police authority while engaged in outside employment.	Officer taking inappropriate police action when engaged in outside employment.	7

Public Appearances	All plans for public appearance before groups of any kind, including radio and television, for the purpose of discussing police problems shall be cleared through the Division Commander. Nothing in this section shall prevent officers from making extemporaneous statements or speeches when called upon to do so provided no Department Policies or Procedures are violated.	Employees engaged in unauthorized public appearances.	1
	Employees shall not engage in derogatory or inflammatory political or religious discussions during public exposure while on-duty nor shall they speak critically of the nationality, race, sex or beliefs of another person.	Engaging in derogatory or inflammatory political or religious discussions in public while on duty.	2
		Speaking critically of nationality, race, sex or beliefs of another person while in public and on duty.	4
Recommendations Prohibited	Employees shall not recommend any product or service related to departmental business such as an attorney, ambulance service, towing service, bondsman or funeral director, etc., while in a professional capacity.	Making inappropriate recommendations	1
Untruthfulness	Employees are required to be truthful in all official business except when using appropriate and legal, investigative techniques.	Employees who are found to have been untruthful during an internal investigation, in completing official department documents, or in the course of their official duties.	7

PERFORMANCE VIOLATIONS			
Category	Commentary	Violation	Class
Alcohol	No Employee in uniform or wearing any identifiable part of the uniform shall drink or purchase alcoholic beverages, except in the line of duty.	Employee in uniform or wearing any identifiable part of the uniform drinking or purchasing alcoholic beverages for immediate consumption.	5
		Unfit for duty due to the consumption of alcoholic beverages. An employee will be considered unfit for duty if a breath analysis records a reading of .01 or above.	7
	Plainclothes officers may consume alcoholic beverages on duty only with the prior approval of a supervising officer and in conjunction with official police business.	Officer while acting in authorized undercover capacity intoxicated or consuming alcohol without prior approval of a supervisor in conjunction with official police business.	7
Attentiveness To Duties / Neglect of Duty	Employees shall be attentive to their duties. Inattentive behavior shall include that which affects the operation or efficiency of the organization or the efficiency of the employee.	Inattentiveness to duty.	1
		Failure to answer, without justifiable reason, when called by radio or MDT.	1
		Failure to activate MVICS system as required.	1
		Asleep while on duty.	2
		Failure to properly complete an investigation and make necessary reports.	2
		Failure to take police action when necessary.	3
		Failure to thoroughly search for and properly collect and identify evidence of persons, property and locations in any arrest or investigation.	3

		Failure to turn over seized, found or recovered property directly to property custodian, court or owner.	3
		Loss of seized, found or recovered property by negligence.	3
Bias/Racial Profiling	Officers will not engage in bias/racial profiling in the performance of their duties.	Using bias/racial profiling in the performance of duties.	7
Department Property	Employees will not misuse or abuse city equipment and shall report to their supervisor in writing all loss of or damage to city-owned equipment. Any employee guilty of willful damage or negligence leading to damage or loss of department property may be required to pay for the cost of its repair or replacement and may also receive disciplinary action.	Failure to properly care for assigned equipment or any Police Department property, excluding vehicles.	1
		Failure to report loss of, or damage to department property.	3
		Willfully damaging department property.	5
False Reports	No employee shall, with intent to deceive, knowingly cause to be made or recorded any false or inaccurate reports, nor shall any employee knowingly omit or cause to be omitted any information which is required to be recorded in any Department report.	Knowingly making a false statement or entry in any departmental report, record, application, interview, hearing or judicial proceeding.	7
		Falsification of payable time to fraudulently obtain additional monies.	7
Identification	Employees shall supply at a minimum their last name and P# (number) upon request by any person.	Failure to supply name and number upon request.	1
Insubordination	Employees shall treat supervisors in a respectful manner. Employees are prohibited from making personal attacks that ridicule, belittle or defame another employee.	Failure to treat supervisors, in a respectful manner.	1
		Using profane or insulting language to a supervisor.	2

	<p>Employees will not speak critically or in a derogatory manner to other officers, employees or any person regarding orders or instructions issued by a superior officer or supervisor. It is the right of any employee to respectfully call it to the attention of the supervisor issuing the order or to his superior that such orders or instructions are inconsistent or unjust.</p>	<p>Refusal to obey lawful direct orders from a supervisor.</p>	7
		<p>Failure to comply with any orders, directives, regulations, etc., oral or written, whether stated in this directive or elsewhere. Repeat offenses must be of the same or similar directive.</p>	7
<p>Leaving Assigned Area</p>	<p>An on-duty officer shall not leave the city limits or leave their assigned beat without authorization by a supervisor and/or exigent circumstances.</p>	<p>Leaving city limits while on duty without radio call-out or authorization from supervisor.</p>	1
		<p>Leaving beat, work area, or area command while on duty without being dispatched or authorization from supervisor.</p>	1
<p>Maintaining Performance Standards</p>	<p>Employees are required to maintain an acceptable level of performance in all areas designated by the Department.</p>	<p>Failure to maintain acceptable level of performance</p>	7
<p>Reporting To Supervisors</p>	<p>Employees must report to their supervisor knowledge of any unusual activity, situation or problem that involves the duty of the Department to uphold the law, keep the peace or protect lives and property.</p>	<p>Failure to report unusual activities, situations or problems to a supervisor while on duty.</p>	2
	<p>Employees will notify the Department via their chain of command within 24 hours when they are arrested, cited, or suspected of having committed an offense in an investigation being conducted by any law enforcement agency if known by the employee.</p>	<p>Failure by an employee to notify a supervisor and Department for an arrest, citation, or a known investigation being conducted by a law enforcement agency within 24 hours, excluding minor traffic violations.</p>	4

		Failure to report an unreasonable use of force, or any unlawful conduct by any employee or other public safety associate to a supervisor.	7
Supervisors	No supervisor or person of any rank is exempt from the rules of the organization simply because of the position held by such person. Flexibility and judgment are required in enforcing the rules when the competence of a supervisor is questioned because of the additional authority and greater responsibility.	Failure to ensure proper care of Departmental property and equipment.	1
		Failure to ensure employees perform required duties.	1
		Using profane or insulting language directed at a subordinate.	2
		Failure to properly perform required supervisory responsibilities.	4
		Failure to investigate and report actual or alleged incidents of misconduct or violation of Department Policies and Procedures.	4
		Misuse and/or abuse of supervisory authority or privilege.	5
Telephone Number and Address	All employees shall maintain a residence address and personal telephone number on file with the Department.	Failure to maintain a required contact information.	1
	All employees are required to monitor and respond to messages sent to their department issued cellular phone	Failure to monitor and respond to messages in the normal course of duty.	1
	Employees shall notify the department of any change of residence address and telephone number within twenty-four (24) hours of the change.	Failure to notify Department of change in contact information within 24 hours.	1
Tobacco	Employees are restricted from using tobacco, smokeless	Use of tobacco products without being concealed from public view.	1

	tobacco, and vape products while on-duty.	Use of tobacco products in a city vehicle or facility.	1
Use Of Electronic Equipment	All use of the City of Henderson's computer systems will be in compliance with the appropriate Policy and/or Procedure.	Improper use of electronic mail.	5
		Improper use of internet services.	5
		Improper use of computers.	5
		Use of City computers/phones to access or distribute materials with sexual content.	7
Use Of Force	The department is committed to resolving conflicts with the use of communication skills, crisis intervention and de-escalation tactics, when feasible.	Failure to utilize de-escalation tactics when feasible and safe to do so.	4
		Intentionally acting in a manner that provokes a use of force.	7
	Officers will only use necessary force to fulfill lawful objectives in accordance with policy, procedure, training, and case law.	Excessive use of force.	7
		Any employee who is present for, observes, or becomes aware of another agency employee or public safety associate engaged in an unreasonable use of force has the affirmative duty to intercede within their scope of authority and training if safe to do so, and to report the incident to a supervisor.	Failure to intervene in excessive use of force as required by law.
	Failure to make appropriate notifications concerning an incident involving excessive use of force		7
	Vehicles And Driving	Vehicle operation -Employees shall not use Department vehicles without the permission of a superior officer, nor shall they use them for other than	Employee commits traffic violation for no valid reason while in Department vehicle

	official police business. When using a Dept. vehicle, they will be used in a safe and lawful manner.	Employee fails to use a seatbelt while operating a department vehicle as applicable.	1
		Employee is at fault in a non-citable accident resulting in damage to a department vehicle or other property.	1
		Employee commits a minor traffic violation in a department vehicle resulting in an accident with damage.	1
		Employee uses Department vehicle for other than official business or for personal use and benefit.	2
		Employee operates a vehicle in a manner posing serious risk to public safety.	4
		Employee commits a minor traffic violation in a department vehicle resulting in an accident with damage including substantial injury, or death.	5
		Employee commits a traffic violation of a serious nature in a department vehicle resulting in an accident with damage including substantial injury, or death.	6
		Employee operates a vehicle with willful and wanton disregard for public safety resulting in injury or death	7
	Care For Vehicles – Employees will not misuse, or abuse city owned, rented, or leased vehicles and shall properly care	Failure to properly care for assigned vehicles.	1

	<p>for assigned vehicles. Employees shall notify their supervisor immediately of all losses from or damage to city-owned, rented or leased vehicles and then submit a written report as soon as practical.</p>	<p>Causing damage to a department vehicle or contributing to the loss of the vehicle or the loss of any property or equipment from the vehicle due to carelessness or neglect (excluding accidents).</p>	3
		<p>Failure to report loss, damage, or accident.</p>	5
		<p>Intentionally causing damage to a department vehicle or contributing to the loss of the vehicle or loss of any property or equipment from the vehicle.</p>	7

ATTENDANCE VIOLATIONS			
Category	Commentary	Violation	Class
Reporting For Duty	<p>Employees will be punctual, prepared for duty as assigned, and report for their regularly scheduled shift at the time and place designated. Duty/Shift includes reporting for court, mandatory training, firearm qualification, other special assignments, meetings or temporary schedule changes at the time and place designated.</p>	<p>Unexcused tardiness.</p>	1
		<p>Absent without leave.</p>	5
		<p>Abuse and/or misuse of sick leave.</p>	5

VIOLATIONS NOT LISTED			
Category	Commentary	Violation	Class
Violations Not Listed	<p>It is not possible to list all possible conduct, performance, and/or attendance violations within the Class Designation Matrix, therefore any violation not listed will fall into this category.</p>	<p>Violations not listed elsewhere in the Class Designation Matrix.</p>	4

III. DISCIPLINE AND PRIOR OFFENSES

The Department is committed to utilizing disciplinary actions as a means to change and correct behavior. The Department will normally apply discipline progressively, however, based on the severity of the violation and/or the totality of the incident, there will be times when non-progressive discipline, up to termination, may be warranted and implemented.

IV. TYPES OF DISCIPLINE CHART

The Types of Discipline chart outlines the discipline to be imposed based upon a sustained violation.

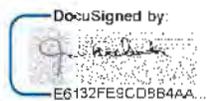
TYPES OF DISCIPLINE			
CLASS	TYPE	DESCRIPTION	RETENTION PERIOD FOR SAME/SIMILAR CONDUCT ENHANCEMENT
1	WRITTEN REPRIMAND	Formal notice outlining the sustained violations and future expectations.	12 months (1 year) after the date of investigation initiation
2	INITIAL SUSPENSION	Removal from work status without pay (10 hours)	18 months (1.5 years) from the date of investigation initiation.
3	MINOR SUSPENSION	Removal from work status without pay (20 hours)	24 months (2 years) from the date of investigation initiation
4	MODERATE SUSPENSION	Removal from work status without pay (40 hours).	36 months (3 years) from the date of investigation initiation.
5	MAJOR SUSPENSION	Removal from work status without pay (80 hours)	48 months (4 years) from the date of investigation initiation.
6	DEMOTION OR REDUCTION IN GRADE/PAY	<p>DEMOTION: Movement of an employee from one classification to a different classification which is on a lower salary grade than the original classification.</p> <p>REDUCTION: Reduction from one step in the pay scale to the next lower step in the pay scale or, for those employees not in a progressive pay scale, reduction of pay whether hourly or salary.</p>	60 months (5 years) from the date of investigation initiation.
7	TERMINATION	Involuntary separation of an employee with the City of Henderson	NOT APPLICAPBLE

V. TYPES OF DISCIPLINE CHART PROVISIONS

- For a first offense (class 1) violation the Reviewing Authority may determine that the sustained violation does not warrant formal discipline, and in such cases, the matter may be referred to a supervisor for corrective measures, such as coaching and counseling or additional training. Same or similar violations within a 12-month period would be considered a class 1 violation.
- Suspension time for class 2 & 3 violations must be served within one pay period after final disposition and must be completed on the earliest date(s) possible in accordance with proper notification times and minimum staffing requirements.
- Suspensions for class 4 & 5 violations must be served within two pay periods after final disposition and must be completed on the earliest date(s) possible in accordance with proper notification and minimum staffing requirements. Employees will not be required to serve more than ½ of the suspension per pay period.
- Employees may not work elective overtime until all imposed suspension time has been served.
- Class 4 and above violations include the removal of personnel from promotional lists and/or the disciplinary transfer of personnel.
- The Chief of Police maintains the ultimate authority regarding disciplinary matters and may modify or overturn any disciplinary decision.

SIGNATURES

CITY OF HENDERSON

DocuSigned by:

E6132FESC09B4AA...

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Assistant City Manager/Chief Financial Officer

HENDERSON POLICE OFFICERS' ASSOCIATION

DocuSigned by:

ACC628AG567045C...

Shawn Thibeault
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FILED
September 19, 2024
State of Nevada
E.M.R.B.
3:42 p.m.

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13 Representatives for Complainants

14 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**
15 **STATE OF NEVADA**

16 * * *

17 Henderson Police Supervisors Association,
18 INC., a Nevada Non-Profit Corporation and
19 Local Government Employee Organization, and
20 Its Named and Unnamed Affected Members,

21 Complainants,

22 vs.

23 City Of Henderson,

24 Respondent.

CASE NO.: 2024-028

**COMPLAINANTS' OPPOSITION TO
MOTION TO DISMISS OR TO STAY**

25 Complainants HENDERSON POLICE SUPERVISORS ASSOCIATION, INC.
26 ("HPSA"), a local government employee organization, and HPSA's named and unnamed affected
27 members, by and through their representatives of record, hereby submits this Opposition to
28 Respondent CITY OF HENDERSON'S ("City") Motion to Dismiss or To Stay Proceedings To
Exhaust Contract Remedies as follows:

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1 INTRODUCTION

2
3 As an initial matter, the City hypothetically argued, via footnote (fn1, page 2, Motion to
4 Dismiss), that it has not stipulated to “waive the limitation on representation” for contested cases
5 before the Board pursuant to NAC 288.278. Setting aside whether that objection would be proper,
6 and further setting aside that City has not actually argued such an objection, the HPSA and its
7 representative have associated with Christopher Cannon, Esq., Nevada Bar No. 9777 in order to
8 render said “issue” to be moot.

9 More importantly, the City’s Introduction and Argument for dismissal or for a stay do not,
10 at all, accurately address the basis of the EMRB Complaint filed against the City. To the contrary,
11 the City has tried to re-cast the HPSA’s Complaint as an attempt by the Union to control or
12 circumvent the disciplinary process which is codified in the NRS, NAC and CBA between the
13 parties. This argument is entirely FALSE. The HPSA takes no issue with the City’s right to
14 properly investigate and render discipline (when appropriate). The HPSA’s Complaint in no way
15 seeks to alter that dynamic.

16 What the City has missed, and failed to address entirely in its motion, is the HPSA’s
17 allegation (in its Complaint) that the City inappropriately used the discipline process to punish a
18 union member for exercising his right to proceed with arbitration in an unrelated disciplinary
19 matter. It is the contention of the HPSA that the City has used the discipline process itself as a
20 punishment for a member exercising his/her bargained for right to seek arbitration. The HPSA
21 clearly laid out the timeline of the prior arbitration and then the subsequent initiation of the new
22 investigation and placement of the member on paid administrative leave (during the new
23 investigation) to support the allegation of wrongdoing and hence this Complaint and therefore
24 fulfill the NRS and NAC specificity requirements.

25 Accordingly, it is respectfully submitted that the City’s Motion to Dismiss or alternatively,
26 to Stay Proceedings must be denied.

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ARGUMENT

- a. The HPSA’s complaint sets forth a narrow and limited unfair labor practice and union busting tactic in its Complaint

The Union’s position on why this matter (the HPSA Complaint) is properly before the EMRB is simple and concise. Contrary to the position set forth in the City’s motion, the Union agrees that City has a right to conduct disciplinary proceedings as a part of the operation and procedure(s) of the department. The Union also agrees with the City that any dispute regarding the results of disciplinary proceedings are subject to the Grievance Procedure as set forth in Article 29 of the CBA between the parties. However, what the City cannot do, is weaponize its Internal Affairs unit (“IA”) and the disciplinary process itself, in order to discourage, prevent or retaliate against union members who proceed with that same contractual right to arbitrate discipline they believe to be without just cause, improper or incorrect. The City is well aware that this is the basis of the Complaint and that this type of behavior would be an unfair labor practice. As a result, it goes to great lengths to distract this Board with other issues that do not exist in the HPSA Complaint.

To that specific point, the City concedes that it is aware of the basis of the HPSA’s unfair labor practice Complaint when it mockingly contends that, “the HPSA’s theory is that the City did not want to participate August 19th[sic] arbitration so it withdrew the possibility of settlement and initiated a new investigation that could result in a second arbitration.” The City went on to characterize this supposed theory as “untenable”.

Unfortunately but not surprisingly, the City’s reading of the HPSA Complaint is as much disingenuous as it is myopic. In full context, the City offered Officer Bellow a “settlement proposal” on July 22, 2024 which consisted solely that he could resign/retire immediately in good standing. There was no further explanation by the City regarding the meaning of good standing

1 or what was behind that type of offer being made despite it being questioned as odd¹. When Officer
2 Bellow did not respond to the “offer”, on August 8, 2024 the offer was withdrawn and shortly
3 thereafter, on the same day (August 8, 2024), IA served Bellow with a disciplinary notice of a new
4 investigation AND placed him on administrative leave (albeit paid). The investigation involved
5 an off-duty incident that Officer Bellow and his wife, an HPD Captain, were involved in over four
6 (4) years earlier, in another state, for which the previous police department administration was
7 aware of. Based upon the rather dubious timing of this “investigation”, withdrawal of settlement
8 offer and arbitration, it is not difficult to see how the City, via its City Attorney Office, manipulated
9 the disciplinary process in order to punish and retaliate Officer Bellow for his decision to proceed
10 with arbitration over his unrelated disciplinary matter.

11 Worse still, Officer Bellow was placed on administrative leave² by the Department despite
12 the fact that this “investigation” involved nothing of an exigent or urgent nature. The coordination
13 between the City Attorney’s Office and the Police Administration to initiate this “new”
14 investigation, as well as retaliatory nature of placing Officer Bellow on administrative leave makes
15 it clear that the issues raised by this Complaint are not subject to the CBA (and therefore no stay
16 is warranted), but rather, are properly before the EMRB for adjudication of whether this was a
17 coordinated effort at union busting, unfair labor practices and retaliation. All other issues and case
18 law cited by the City are red herrings meant only to distract from this problematic behavior.

19 Indeed, the essence of the City’s argument and the reason that the City’s Motion should
20 fail is because throughout its legal papers it inaccurately mischaracterizes the basis of HPSA’s
21 Complaint. This mischaracterization is most apparent in that the City intentionally omitted
22 portions of the HPSA Complaint from their motion papers. To that end, it is significant to note
23 the omissions within the City’s Background and “Factual” Allegations subsection of the motion
24 (Line 3, Page 5). In that section of the motion the City correctly cites the HPSA Complaint’s
25 factual allegations as set forth in paragraphs 13-15 along with paragraphs 20-23. However,
26

27 ¹ The offer was “odd” because there is no dispute that Officer Bellow could have resigned/retired at that time and be
28 considered “in good standing” as his prior disciplinary matter was already adjudicated – albeit being challenged in
arbitration.

² Administrative leave is supposedly utilized only when an Officer’s alleged offense creates a danger or is likely to
result in termination. Neither of these possibilities were involved in this investigation.

1 missing from the City’s “factual” allegation section is any mention of paragraphs 16, 17 and 19 of
2 the HPSA Complaint as well as the complete version of paragraph 18. Without these additional
3 paragraphs, the context of the HPSA Complaint can be missed or intentionally misconstrued.

4 Indeed, motive has to be questioned as to why the City would recite the initial portion of
5 paragraph 18 of the HPSA Complaint, only then to completely omit the critical last sentence of
6 the paragraph. In fact, the missing sentence happens also to be the last sentence of the Discipline
7 Notice served on Officer Bellow. This final sentence, which is recited verbatim in the HPSA
8 Complaint (paragraph 18), states the following: “*It is further alleged that you did not report this*
9 *incident to your chain of command and utilized sick time to attend one or more of the hearings.*”
10 (*Italics added*). This omission is significant because without it [the last sentence], the City has
11 tried to remove the context for the HPSA’s subsequent allegation (paragraphs 20-22) that the
12 City’s basis for placing Officer Bellow on administrative leave was knowingly false and
13 retaliatory.

14 Furthermore, the removal of the other paragraphs from the City’s rendition of the
15 background and “facts” sheds further light on the City’s subsequent inaccurate argument that
16 HPSA’s Complaint is an attempt to circumvent or alter the discipline procedure. As set forth
17 above, this claim is categorically wrong. However, the City hopes to disguise this false narrative
18 by manipulation, distortion and omission of the complete factual allegations actually made by the
19 HPSA in its Complaint. Read fully, the HPSA’s complaint offers a clear roadmap of its allegation,
20 with specific dates, of the City’s **misuse** of the disciplinary policy and procedure in order to punish
21 a union member who dared to proceed to arbitration rather than “settle” his case with the City in
22 advance of arbitration.

23 To this end, the Complaint spells out a timeline which clearly shows that that City made a
24 settlement offer to the Officer approximately two (2) weeks before withdrawing it and immediately
25 placing Officer Bellow on administrative leave.³ The administrative leave was allegedly necessary
26 in order to conduct an internal affairs (“IA”) investigation into the circumstances surrounding an
27 off-duty incident which occurred approximately 4 years earlier. The last sentence of the Discipline

28 _____
³ This administrative leave was also levied approximately ten (10) days before Officer Bellow’s arbitration was scheduled to begin.

1 Notice, which was omitted from the City's papers (as detailed above), indicated that it was being
2 alleged that, "*you did not report this incident to your chain of command and utilized sick time to*
3 *attend one or more of the hearings.*" This is significant because as the HPSA Complaint alleged,
4 IA was informed, at the time that Officer Bellow was being placed on administrative leave, by
5 Bellow's current and former supervisor that Bellow had notified his previous chain of command
6 of the incident and no investigation was ordered or requested. That information was ignored and
7 Officer Bellow was placed on administrative leave. The administrative leave continued past his
8 arbitration hearing.

9 The HPSA may have questions as to whether an investigation of that four (4) year old
10 incident was warranted or not. However, that is not the issue being presented to the EMRB. Rather,
11 the Complaint clearly sets forth that it involves an allegation of an unfair labor practice and union
12 busting because of how the IA investigation came about, and even more significantly, the
13 "decision" to place Officer Bellow on administrative leave. There was absolutely no articulable
14 grounds contained in the discipline notice which supported Officer Bellow being placed on
15 administrative leave for an investigation of this nature.⁴ Additionally, the HPSA Complaint alleges
16 that the IA investigation (and the administrative leave) did not need to occur in the week before
17 Officer Bellow's arbitration as it could have waited another week to occur. Instead, the unsettling
18 fact is it was done contemporaneous to his refusal to settle the arbitration and therefore gives the
19 appearance of being a punishment, retaliation or, at the least, a warning to other union members.

20 Furthermore, it is significant to the HPSA's allegations of union busting that the IA
21 investigation surrounding this four (4) year old incident was initiated by the City Attorney's office
22 and not a complaint from a citizen or the Police Department. Rather, the City Attorney's Office
23 allegedly discovered a federal civil lawsuit filed in California (between the other individual
24 involved in the incident in California and the Bellows) when conducting a "background" of Officer
25 Bellow in preparation for arbitration. Thus, while allegedly preparing for cross examination, the
26 City "unearthed" a relatively old civil matter involving Officer Bellow and referred it and the
27

28 ⁴ Indeed this was confirmed by the fact that Officer Bellow's IA interview occurred shortly after his arbitration hearing and within approximately a week of the completion of the IA interview, Officer Bellow's administrative leave was ended and he was returned to work despite the IA not being completed.

1 underlying incident to the Police Department for immediate investigation. Once again, whether
2 such an administrative investigation was necessary the HPSA defers to management's right to
3 determine that issue. However, the HPSA does seriously contest the legitimacy of the City digging
4 into a member's off duty, personal background under the guise of preparing for arbitration and
5 then using the discovery of unrelated off-duty conduct as grounds to not only initiate an
6 investigation of the officer, but place the officer on administrative leave. Such predatory conduct
7 will have an unbelievably chilling effect on the arbitration process. Officers will now be concerned
8 or worse, completely dissuaded from pursuing arbitration, for fear of having their personal, off
9 duty conduct scrutinized, and potentially investigated, by the City and administration. This is
10 prima facie evidence of an unfair labor practice and union busting and is more than sufficient
11 information in a Complaint to continue the EMRB process.

12
13 b. The HPSA does not seek to impede or terminate any IA investigation into Bellow's prior
14 incident

15
16 If, as it appears from the City's motion papers, that the crux of the City's argument against
17 EMRB jurisdiction falls to the HPSA's Prayer for Relief, paragraph 7, then the HPSA would
18 consent to removal of that single paragraph. (See City's Motion, Argument Section 2(A), pages
19 9,10). As set forth throughout these papers, the HPSA does not contest the City's basic right to
20 conduct an IA investigation and that the CBA will govern disputes over any potential
21 finding/discipline which may arise from such investigation. The HPSA's Complaint relates to the
22 abuse of process which gives rise to an unfair labor practice and union busting. These are distinctly
23 different matters and to the extent that the relief sought in paragraph 7 allegedly blurred that
24 distinction, the HPSA withdraws the paragraph.

25
26 ///

27 ///

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1 c. The City's motion papers concede that the HPSA Complaint provided sufficient detail to
2 make the prima facie showing to allow the Complaint to proceed

3
4 Finally, the City's last argument (Motion, Argument Section 2(B), pages 11, 12) is self
5 contradictory and without merit. More specifically, the City alleges that the HPSA's Complaint
6 should be dismissed because it fails to properly appraise the City of time and place of the
7 allegations as well as the individuals involved such that the City is prejudiced because it does not
8 have an adequate opportunity to prepare to defend the charges. This is a rather incredible claim to
9 assert given that just five (5) pages earlier in its motion, the City was able to deduce, articulate and
10 attempt to rebuke the HPSA's theory of the case. Thus, on the one hand the City wishes to argue
11 the reasons why the HPSA's allegations should not be considered, but on the other hand, it meekly
12 claims that dismissal is warranted because it cannot ascertain what the case is about.

13 Similarly, the City is well aware of the particulars necessary to make out the *prima facie*
14 cause of action for discrimination against BOTH union members as a whole and against Officer
15 Bellow specifically. The Complaint specifically states those matters as follows (discriminatory
16 actions are bolded herein):

- 17 • a. interfering, restraining, or coercing HPSA members in the exercise of their
18 rights guaranteed under NRS Chapter 288, including interfering in HPSA's
19 administration, and **discriminating in regard to the terms and conditions of the**
20 **members' employment to discourage membership in the HPSA and to "union**
21 **bust" the associations in violation of NRS 288.270;**
- 22 • b. **discriminating against the members of the HPSA because they joined**
23 or chose to become leaders of the HPSA in violation of NRS 288.140 and NRS
24 288.270;
- 25 • c. engaging in retaliatory treatment of Officer Bellow for exercising his right
26 to seek arbitration to settle a dispute in his case by opening an erroneous investigation
27 into conduct which was contradicted by his supervisor and placing him on
28 administrative leave without cause or precedence;

CERTIFICATE OF ELECTRONIC FILING

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This is to certify that on the 19th day of September, 2024, the undersigned, the office manager at the Nevada Association of Public Safety Officers, electronically filed the foregoing **HPSA OPPOSITION TO MOTION TO DISMISS OR TO STAY** with the EMRB (emrb@business.nv.gov) and served by depositing a true and correct copy thereof in the United States mail, postage fully prepaid hereon, to the following:

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Office of the City Attorney, City of Henderson
240 Water Street, MSC 144
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By: Christine LoVasco
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FILED
October 7, 2024
State of Nevada
E.M.R.B.
4:39 p.m.

9
10 STATE OF NEVADA
11 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

12 Henderson Police Supervisors Association,
Inc., a Nevada Non-Profit Corporation and
13 Local Government Employee Organization,
and its Named and Unnamed Affected
14 Members,

15 Complainants,

16 vs.

17 CITY OF HENDERSON

18 Respondent.

EMRB Case No.: 2024-028

**REPLY IN SUPPORT OF MOTION TO
DISMISS OR TO STAY TO EXHAUST
CONTRACT REMEDIES**

19
20 Respondent City of Henderson (the “City”), by and through its undersigned counsel
21 of record, hereby submits its Reply in support of its Motion to Dismiss or to Stay to Exhaust
22 Contract Remedies (“Motion”).

23 **I. INTRODUCTION/BACKGROUND**

24 **1. Overview**

25 In its Opposition brief, the HPSA (1) acknowledges that the City has a statutory,
26 regulatory, and contracted-for right to conduct employee investigations, (2) affirms that it
27 defers to management’s right to determine whether the Investigation is necessary, and (3)
28 affirms that it does not seek to impede or terminate the City’s IA Investigation of Officer



1 Bellow (and withdraws its request for the Board to terminate the Investigation). Nevertheless,
2 the Opposition purports to clarify the HPSA’s position, asserting its Complaint is based upon
3 improper discovery of the underlying alleged misconduct, and/or the timing of the
4 Investigation, and/or the temporary paid administrative leave. As set forth below, the HPSA’s
5 new arguments, including the purported “full context” of events, are beyond the scope of the
6 Complaint, are inaccurate and based upon speculation, and most importantly, do not present
7 a justiciable controversy for this Board’s review.

8 Regardless of how its position is construed, the HPSA’s allegations of prohibited
9 conduct are inextricably intertwined with the employee disciplinary process—a process
10 governed by, and subject to, the CBA and NRS Chapter 289. The Board should defer or
11 dismiss this matter without prejudice to allow the HPSA to exhaust its contracted-for rights
12 under the CBA. Deferral will provide the Board the benefit of having a complete record,
13 including potential findings of fact, determinations of law, and/or interpretation of the CBA.¹
14 This record will allow the Board to accurately determine whether the contractual issues are
15 factually parallel to the alleged unfair labor practice issues.² Accordingly, consistent with
16 NAC 288.375 and the Board’s preferred method for resolving disputes, this case should be
17 dismissed/deferred pending the exhaustion of the parties’ bargained-for processes in the CBA.

18 **2. The HPSA’s Timeline Omits Critical Facts Necessary for “Full Context”**

19 The HPSA’s Opposition purports to provide “full context” of the timeline of events to
20 support its arguments that the discovery regarding Bellow’s off-duty conduct and the timing
21 of the Investigation show the City retaliated against Officer Bellow for proceeding with
22 arbitration. *See* Opp’n, p. 3. The omissions and conjecture in the HPSA’s *full-context timeline*
23 are significant and require the City to correct the record. Indeed, the facts missing from
24 HPSA’s Opposition provide actual context demonstrating the City’s discovery of potential
25 misconduct was due to the HPSA’s recalcitrance, and that the timing of the Investigation was
26 consistent with HPD policies and practices.

27 _____
28 ¹ See *Operating Engineers Local Union No. 3 v. Incline Village Gen. Improvement Dist.*, Case
No. 2020-12, Item No. 864-C (2021).

² See *City of Reno v. Reno Police Protective Ass’n*, 118 Nev. 889, 896, 59 P.3d 1212 (2002).

1 The HPSA correctly notes that the City offered Officer Bellow a settlement proposal
2 on July 22, 2024, that the settlement offer was not accepted (or viewed as a legitimate
3 settlement offer), the City withdrew the settlement offer on August 8, 2024, the day Officer
4 Bellow was served with notice of the new Investigation. Critically, the Opposition fails to
5 advise the Board of the events transpiring between those dates.

6 On July 24, 2024, while the City was preparing for arbitration, the HPSA notified the
7 City that it would be asserting a spousal privilege on behalf of a potential City witness, Maria
8 Bellow (a former HDC Captain). The City notified the HPSA of its understanding that the
9 couple had divorced years earlier and asked the HPSA if it had different information regarding
10 Maria and John's marital status. The HPSA declined to answer the City's inquiry, insisting
11 that it was not the HPSA's "responsibility to advise the City," and that the City can "proceed
12 however it deems appropriate, and the union will follow up in the same manner."

13 Based upon the HPSA's obstinate conduct, and to avoid interviewing or calling a
14 witness possibly subject to a valid spousal privilege, the City was to forced research Officer
15 Bellow's marital status. Nevada state court records confirm that John and Maria Bellow had
16 divorced in 2012, and a Clark County records search did not indicate any existing marriage
17 licenses. Unaware of any national marriage license database, the City *Google* searched "John
18 and Maria Bellow" and found multiple links to court-reporting/monitoring websites listing a
19 2022 civil rights lawsuit entitled *Irvin Fernando Munoz v. John Bellow, et al.*³ Far from
20 "digging in" to an employee's off-duty conduct, the City's minimal inquiry of public
21 information was necessitated by the HPSA's refusal to cooperate with the City on even the
22 most mundane of issues and directly resulted in the discovery of the incident at issue in the
23 pending Investigation.⁴

24
25 ³ *Justia*: <https://dockets.justia.com/docket/california/cacdce/2:2022cv02316/848810>;
26 *Trellis.law*: <https://trellis.law/case/21stcv42953/irvin-fernando-munoz-vs-john-bellow-et-al>;
UniCourt: <https://unicourt.com/case/ca-la23-irvin-fernando-munoz-vs-john-bellow-et-al-769739>
PacerMonitor: https://www.pacermonitor.com/public/case/44143376/Irvin_Fernando_Munoz_v_John_Bellow

27 ⁴ The City subsequently learned John and Maria obtained a new marriage license the same day
28 it had inquired about their marital status (the County Marriage License Bureau's hours are 8 a.m. to
midnight, 7 days per week). Maria was not called to testify at the arbitration. Per its website, per week:
https://www.clarkcountynv.gov/government/elected_officials/county_clerk/location_and_hours.php

1 The HPD Internal Affairs Bureau (“IAB”) assessed the issues associated with the
2 federal court case, found no indication in its records that the incident had been reported or
3 reviewed, and determined that an investigation was appropriate. As a result of the new
4 investigation, the City notified HPSA that it was withdrawing its pending settlement offer,
5 and the HPSA responded stating that it “did not realize that there was an outstanding
6 settlement offer in Bellow’s case but your withdrawal is acknowledged.” As there was no
7 basis for the City to delay the investigation, and HPD policy provides that investigations
8 should be conducted as expeditiously as possible, IAB proceeded in its ordinary course. To
9 that end, the notice of investigation served on August 8, 2024, provides:

10 *It is alleged that on November 26th, 2020, you were involved in an off-*
11 *duty physical altercation in California, in **which you were identified***
12 *as an armed off-duty police officer, resulting in a large police*
13 *response. This altercation resulted in you being **listed as a suspect in***
14 *a battery investigation and federally sued for assault, battery,*
15 *aiding/abetting, intentional infliction of emotional distress,*
16 *negligence, false imprisonment, false arrest, defamation, and a*
17 ***violation of civil rights.** It is further alleged that you did not report this*
18 *incident to your chain of command and utilized sick time to attend one*
19 *or more of the hearings.*

20 Compl. ¶ 18 (emphasis added).

21 Consistent with HPD’s longtime practice and written policy, Officer Bellow was
22 placed on paid administrative leave. When alleged misconduct is classified as a terminable
23 violation (Class 7 under the negotiated disciplinary matrix), officers are placed on paid admin
24 leave as a matter of course and HPD policy.⁵ The Notice of Investigation alleges Officer
25 Bellow was involved in an off-duty physical altercation in which he was identified as an armed
26 off-duty police officer resulting in Officer Bellow being identified as a suspect in the
27 commission of a crime.

28 ⁵ For over a decade, HPD’s policy (DP305) has provided that “any supervisor, acting upon reasonable belief, may relieve an employee from duty with pay, pending an administrative investigation.” Although the right to relieve an employee from duty with pay is not specifically limited to any types of potential misconduct, the policy confirms that “immediate relief from duty” is appropriate when the “misconduct is serious in nature” (potentially subject to termination).

1 In relevant part and without limitation, the Disciplinary Matrix identifies the following
2 as Class 7 violations:

- 3 • **Off-Duty Police:** Officers will not identify themselves or use their
4 police authority in their personal affairs or those of their family, friends
5 or neighbors unless such action is warranted by the immediate threat
6 of serious bodily harm or property damage. On-duty personnel will
investigate those incidents that require police action.
- **Conduct Unbecoming:** - Involvement in the commission of a crime.

7 See Mot. at Ex. 2, App’x A.

8 With at least two potential Class 7 violations, Officer Bellow was placed on temporary
9 paid administrative leave consistent with the scope of HPD policy and longtime HPD practice.

10 **II. ARGUMENT**

11 **1. The HPSA has Failed to Allege a Justiciable Controversy or Identify an Adverse**
12 **Employment Action.**

13 In construing NAC 288.200, the Nevada Supreme Court held that “a ‘justiciable
14 controversy’ requires a ripe dispute between two interested and adverse parties, in which the
15 moving party’s interest is legally recognized.” *UMC Physicians’ Bargaining Unit of Nev.*
16 *Serv. Emps. Union v. Nev. Serv. Emps. Union/SEIU Loc. 1107, AFL-CIO*, 124 Nev. 84, 93,
17 178 P.3d 709, 715 (2008). Federal courts have recognized that “reliance on the handling of
18 the investigations to establish adverse employment action would erode the policy reason for
19 encouraging employers to investigate complaints for fear that an investigation would lead to
20 a claim of retaliation based on an inadequate investigation.” *McKissick v. City of Reno*, No.
21 3:17-cv-458-MMD-CBC, 2019 WL 3241161, at *12 (D. Nev. July 18, 2019) (citing *Cozzi v.*
22 *Cnty. of Marin*, 787 F. Supp. 2d 1047, 1069 (N.D. Cal. 2011)).

23 The City’s Motion established that the allegations in the HPSA’s Complaint are
24 subject to the CBA and its grievance procedure. The City’s Motion is supported by the
25 provisions of the CBA, applicable provisions of Nevada statutes and regulations, published
26 decision of this Board, and legal precedent from Nevada and federal courts.

27 The HPSA’s Opposition is filled with aggressive rhetoric but void of any substantive
28 argument or analysis, or any showing of special circumstances or extreme prejudice,

1 suggesting that the issues it complains of are not part of the disciplinary process and subject
2 to the CBA's grievance procedure. *See* Opp'n. Because the HPSA has failed to make a clear
3 showing of "special circumstances" or "extreme prejudice," this matter is subject to dismissal
4 by the Board for failure to pursue contractual remedies, including any right to arbitration.⁶

5 In its Opposition, the HPSA abandons its request that the City be ordered to cease the
6 investigation into Officer Bellow and acknowledges the City's right under the CBA and
7 Nevada statutes to conduct the investigation, including the following representations:

- 8 • The HPSA takes no issue with the City's right to properly investigate and
9 render discipline (when appropriate). The HPSA's Complaint in no way
10 seeks to alter that dynamic. Opp'n, p.2:13-15.
- 11 • The Union agrees that City has a right to conduct disciplinary
12 proceedings as a part of the operation and procedure(s) of the department.
13 *Id.*, p. 3:7-10.
- 14 • The Union also agrees with the City that any dispute regarding the results
15 of disciplinary proceedings are subject to the CBA. *Id.*
- 16 • Whether [the new] administrative investigation was necessary the HPSA
17 defers to management's right to determine that issue. *Id.*, p. 7:1-3.
- 18 • The HPSA does not seek to impede or terminate any IA investigation
19 into Bellow's prior incident. *Id.*, p. 7:13-14.
- 20 • ... the HPSA does not contest the City's basic right to conduct an IA
21 investigation and that the CBA will govern disputes over any potential
22 finding/discipline which may arise from such investigation. *Id.*, p. 7:19-
23 21.

24 Nevertheless, the HPSA argues its Complaint "sets forth a narrow and limited unfair
25 labor practice and union busting tactic," and the City has "weaponized" the IAB and
26 "inappropriately used the discipline process to punish a union member for exercising his right
27 to proceed with arbitration in an unrelated disciplinary matter." *See id.* at 2, 3, 7. This
28 statement is in direct conflict with the HPSA's representation that it defers to management to
determine whether the investigation into Bellow was necessary and is undermined by the
HPSA's other acknowledgements set forth above.

Although the HPSA states it is not challenging the propriety of the investigation, it
argues the City engaged in an unfair labor practice due to the discovery, timing, and handling

⁶ *See Las Vegas City Employees' Ass'n v. City of Las Vegas*, Case No. 2021-008, Item No. 884 (2023).

1 of the Investigation. The HPSA’s allegation that initiation of an investigation is in unfair labor
2 practice is unpersuasive; particularly where, as here, the allegations are based on pure
3 speculation as to motives and incomplete context. Accordingly, no adverse employment
4 action has ever been alleged.

5 Under the CBA, “[a] grievance is defined as any dispute which arises regarding an
6 interpretation, application, or alleged violation of any of the provisions of this Agreement or
7 policy or procedure.” Mot., Ex. 1, Art. 29. Further, “[a]ny dispute concerning the
8 interpretation or application of an expressed provision of this Agreement shall be subject to
9 this, and exclusive to this grievance procedure.” *Id.* Further, the CBA expressly provides that
10 an Arbitrator has jurisdiction over “the interpretation and application of an expressed
11 provision or provisions of this Agreement at issue between the HPSA and the CITY.”

12 Accordingly, the HPSA’s arguments related to any portion of the discipline process,
13 HPD policies, or the City’s compliance with employment laws may be pursued through the
14 CBA’s Grievance Procedure. Consistent with the Board’s precedent, and liberal application
15 of NAC 288.375, the appropriate method for resolving the underlying dispute is through the
16 bargained-for process set forth in the CBA.

17 **2. The HPSA’s Narrow and Limited Unfair Labor Practice Arguments Are**
18 **Unsupported by Facts or Law.**

19 The HPSA attempts to salvage its unfair labor practices theory by alleging a
20 conspiracy whereby the City, particularly the City Attorney’s Office, devoted hours “digging”
21 into off-duty employee conduct online in hopes of discovering unrelated evidence of potential
22 off-duty misconduct, and/or direct the timing of investigations to be initiated at inconvenient
23 times, all to punish an employee for exercising bargained for rights.

24 The sequence of alleged events, and inherent implications, simply do not support the
25 HPSA’s theory or position:

- 26 (1) The City wanted to avoid arbitration so it proposed an “odd” settlement offer;
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- (2) although the offer had no acceptance deadline, the City became frustrated that its offer had not been accepted (roughly two weeks after the offer was proposed and 11 days before the arbitration);
- (3) although adversarial proceedings are frequently settled at any time leading up to (or during) the proceeding, the City scoured the internet for potential misdeeds it could use to punish Officer Bellow for forcing the City to prepare for the arbitration it was already preparing for;
- (4) Armed with newly discovered evidence of misconduct, the City withdrew its (“odd”) settlement offer (the HPSA had forgotten existed) eleven days before arbitration, eliminating the chance at avoiding the arbitration it was ostensibly trying to avoid;
- (5) The City initiated the new Investigation that could result in grievable discipline and a completely new arbitration the City might need to prepare for; and
- (6) The HPSA is no longer trying to stop the Investigation and defers to management’s discretion as to whether the underlying incident should be investigated.

The logical leaps, overt speculation, and contradictory positions throughout the HPSA’s series of events does not support a cognizable adverse employment action or unfair labor practice. There is no reasonable inference that the City was so upset that Officer Bellow grieved prior discipline through arbitration that, prior to the arbitration it wished to avoid, it set the gears in motion to end up right back in arbitration. Accordingly, there is no justiciable controversy here for the Board to consider. An IAB investigation was initiated in the ordinary course involving information learned due to the HPSA’s recalcitrance. The Investigation remains pending, no final action has been taken, and this case should be dismissed.

- a. The City Discovered the Incident being Investigated Through Routine Arbitration Preparation Necessitated by the HPSA’s Obstinace.

1 The HPSA asserts that it “does seriously contest the legitimacy of the City digging
2 into a member’s⁷ off duty, personal background under the guise of preparing for arbitration.”
3 Opp’n at 7:3-4. The City is left to guess what level of preparation the HPSA believes is lawful
4 for an upcoming arbitration if it cannot even review publicly available records. But the
5 HPSA’s argument is particularly hollow here as it asserted a spousal privilege for an employee
6 purportedly married to Officer Bellow but refused to answer the City’s question regarding
7 Bellow’s marital status. The HPSA stated it was not its “responsibility to advise the City,”
8 and “the City can proceed however it deems appropriate.” A Google search of *John and Maria*
9 *Bellow* returned multiple links to a federal lawsuit alleging claims against Bellow that
10 implicate HPD’s off-duty conduct policies.

11 Conducting due diligence in preparation for an adversarial proceeding is routine and
12 appropriate—not a labor violation. Reviewing publicly available records for information the
13 HPSA has placed at issue is well within the City’s rights and obligation. Already lacking legal
14 support, the HPSA’s argument fails under any standard and the discovery of potential
15 misconduct through legal means is not improper.

16 b. The Initiation of the Investigation was Consistent with HPD Policy and Practice.

17 The HPSA takes issue with the timing of the initiation of the Investigation – nearly
18 two weeks before the scheduled arbitration. The Investigation was initiated expeditiously,
19 consistent with HPD policy, and in the ordinary course of events. While the HPSA states that
20 it “defers to management’s right” to determine whether the Investigation is necessary, it
21 apparently believes an Investigation can only be initiated at specific, unidentified times. The
22 HPSA’s argument could be applied to any investigation initiated at any time near the
23 arbitration: two weeks before, the day of, the day after, two weeks after, etc. Indeed, a
24 legitimate investigation initiated immediately following an arbitration could appear more
25 retaliatory.

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28 ⁷ *Officer Bellow* is not a member of Henderson Police *Supervisors* Association or its bargaining unit.

1 HPD policy provides that investigations should be conducted as expeditiously as
2 possible, and with no legal basis to delay, IAB proceeded with the Investigation in its ordinary
3 course and consistent with department policy and practice.

4 The HPSA's "timing" position would present an amorphous and arbitrary time period
5 during which no new investigations could be initiated. This would be akin to a prosecutor
6 finding evidence of new crimes when preparing for trial being prohibited from pursuing those
7 charges during an unidentified grace period. The HPSA's position is unworkable, based upon
8 unfounded speculation regarding the City's motives, and would interfere with management's
9 rights and ability to investigate misconduct. The initiation of a new Investigation in the
10 ordinary course is not an adverse employment action. Rather, investigations and disciplinary
11 proceedings are subject to the CBA and HPD policy. Accordingly, the HPSA has failed to
12 state a justiciable controversy subject to the Board's jurisdiction and this matter should be
13 dismissed or, at the least, deferred.

14 c. Officer Bellow's Temporary Placement on Paid Admin Leave Was Consistent
15 with HPD Policy and Practice.

16 As set forth above, the notice of investigation informed Officer Bellow, in part, that
17 the investigation involved his being "listed as a suspect in a battery investigation and federally
18 sued for assault, battery, aiding/abetting, intentional infliction of emotional distress,
19 negligence, false imprisonment, false arrest, defamation, and a violation of civil rights" (and
20 not reporting and sick leave misuse). Compl. ¶ 18.

21 The HPSA states that "administrative leave was allegedly necessary in order to
22 conduct an internal affairs ("IA") investigation into the circumstances surrounding an off-duty
23 incident which occurred approximately 4 years earlier." Opp'n, p. 5:25-27. Further, HPSA
24 notes that "Administrative leave is supposedly utilized only when an Officer's alleged offense
25 creates a danger or is likely to result in termination. Neither of these possibilities were involved
26 in this investigation." *Id.*, p. 4, n. 2 (emphasis added). The HPSA's conclusion is wrong.

27 HPD's leave of duty policy (DP305) provides that "any supervisor, acting upon
28 reasonable belief, may relieve an employee from duty with pay, pending an administrative

1 investigation.” Without expressly limiting the circumstances in which admin leave is
2 appropriate, “immediate relief from duty” *is appropriate* when the “misconduct is serious in
3 nature.” While it is unlikely that a single sick leave or reporting violation would be considered
4 a Class 7 violation, the HPSA’s analysis regarding Officer Bellow’s temporary paid admin
5 leave is limited to the allegations related to reporting and sick leave. Intentionally or not, the
6 HPSA fails to acknowledge that both the commission of a crime (charged or uncharged); and
7 the use of police authority in an officer’s personal/family affairs, are each potential Class 7
8 violations. Thus, placing Officer Bellow on temporary paid administrative leave pending his
9 interview in the Investigation was consistent with department policies and practices. Further,
10 Officer Bellow was reinstated to active duty following his interview.

11 d. Whether Officer Bellow Properly Reported the Incident is a Subject of the
12 Investigation that is not Rendered Moot by a Single Representation Made Outside
13 the Context of an IAB Interview.

13 The HPSA argues that Officer “Bellow’s current and former supervisor [informed an
14 IA officer] that Bellow had notified his previous chain of command of the incident and no
15 investigation was ordered or requested. That information was ignored and Officer Bellow was
16 placed on administrative leave.” Opp’n, p. 6:5-7.

17 Again, the HPSA has acknowledged the statutory and management right to investigate
18 misconduct and specifically stated it defers to management as to whether Officer Bellow’s
19 underlying incident should be investigated. (*Id.*, p. 7). Nevertheless, the HPSA is apoplectic
20 that IAB did not immediately suspend the Investigation after Bellow’s supervisor from the
21 time of the incident informally told an IAB officer (outside of the context of an IAB interview)
22 that the incident had been reported.

23 Whether and to what extent the prior HPD administration may have been notified
24 about the incident, there is no evidence the current administration had been advised and
25 Bellow’s file had no “inquiry” or other notation related to the incident. Even if some portion
26 of the underlying incident may have been reported, there is no evidence or allegation of what
27 Officer Bellow disclosed. For example, Officer Bellow was listed as a suspect in a battery
28 investigation where he was reportedly identified as an off-duty police officer with a firearm;

1 LAPD treated the 911 calls as a “help calls” (code for a police officer requiring help) resulting
2 in *two* separate, voluminous responses by LAPD; and Officer Bellow was sued approximately
3 18 months *after* the incident for actions he took to restrain the individual (due to a minor
4 vehicle accident).

5 The City is entitled to investigate and document the issues related to this Incident. In
6 the event Officer Bellow receives discipline for reporting violations, he will be allowed to
7 present evidence of what he reported in any subsequent steps in the Grievance Procedure
8 and/or arbitration. However, this issue is not appropriately before the Board. It is an ongoing
9 investigation, and this case should be dismissed and the HPSA and Officer Bellow have not
10 pursued, let alone exhausted, their contracted-for-rights.

11 **3. The Complaint Fails to State a Claim.**

12 To allege a claim for unlawful discrimination, complainants must “show that (1) they
13 belonged to a protected class; (2) they were qualified for their jobs; (3) they were subjected to
14 an adverse employment action; and (4) similarly situated employees not in their protected
15 class received more favorable treatment.” *City of N. Las Vegas v. State Loc. Gov’t Emp.-*
16 *Mgmt. Rels. Bd.*, 127 Nev. 631, 642, 261 P.3d 1071, 1078 (2011) (citing *Moran v. Selig*, 447
17 F.3d 748, 753 (9th Cir. 2006)). Contrary to the HPSA’s contention, the Complaint fails to
18 identify “the particulars necessary to make out the *prima facie* cause of action for
19 discrimination against BOTH union members as a whole and against Officer Bellow
20 specifically.” (Opp’n, p. 8). The HPSA’s Complaint, however, simply does not satisfy those
21 requirements.

22 The HPSA argues it has stated a “narrow and limited unfair labor practice” in its
23 Complaint; however, those allegations relate to the Investigation of Officer Bellow – which
24 the HPSA has acknowledged the City has a right to conduct. No other allegations in the
25 Complaint support a claim against “other” HPSA members. The single allegation contained
26 in paragraph 22 of the Complaint (HPSA was not given immediate access to IAB’s files) is a
27 red herring. Under NRS 289.057(3)(a) and the Grievance Procedure in the CBA, all IAB
28

1 Records are confidential until an officer is notified of grievable discipline. The HPSA has
2 made no showing the City interfered with the administration and management of the HPSA.

3 The City's initiation of an Investigation that the HPSA acknowledges it is entitled to
4 conduct cannot be the basis of a retaliation claim. Further, despite including conclusory claims
5 of discrimination, the HPSA has failed to allege an adverse employment action or that
6 similarly situated non-union employees received more favorable treatment.

7 Regardless, the evolving nature of the HPSA's theory, factual allegations, and the
8 ongoing nature of the underlying Investigation underscore the premature nature of this case.
9 The HPSA's Complaint was a reactionary filing, based upon incorrect assumptions which,
10 even if true, would be subject to the CBA. The HPSA has failed to exhaust its contracted for
11 rights, the Complaint fails to state a claim, and the allegations fail to satisfy the Board's
12 pleading requirements and are not ripe for the Board's review. In the event the HPSA is better
13 able to articulate claims subject to the Board's jurisdiction following the exhaustion of
14 contracted for remedies, the Board would have the benefit of a complete record. Accordingly,
15 the Complaint should be dismissed without prejudice.

16 **III. CONCLUSION**

17 Based on the foregoing, the City respectfully requests the Board dismiss the HPSA's
18 Complaint for failure to exhaust its contracted for remedies and failure to state a claim.

19 Dated this 7th day of October 2024.

20 CITY OF HENDERSON

21
22 /s/ Brian Anderson
23 Brian Anderson
24 Kristina Gilmore
25 240 Water Street, MSC 144
26 Henderson, Nevada 89015
27 *Attorneys for City of Henderson*
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 7th day of October 2024, the above and foregoing,
3 **RESPONDENT CITY OF HENDERSON’S REPLY IN SUPPORT OF ITS MOTION**
4 **TO DISMISS OR TO STAY TO EXHAUST CONTRACT REMEDIES,** was
5 electronically filed with the EMRB (emrb@business.nv.gov) and served by depositing a true
6 and correct copy thereof in the United States mail, postage fully prepaid thereon, to the
7 following:

8 Andrew Regenbaum
9 Nevada Association of Public Safety Officers
10 145 Panama Street
11 Henderson, Nevada 89015
12 andrew@napso.net
13 aregenbaum@aol.com

14 /s/ Elizabeth Kite
15 Employee of the Henderson City Attorney’s Office

CITY ATTORNEY’S OFFICE
CITY OF HENDERSON
240 S. WATER STREET MSC 144
HENDERSON, NV 89015



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