

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

**JULY 1, 2014 – JUNE 30, 2018
(Amended and Restated on January 17, 2017)**

**LABOR AGREEMENT
2014-2018
HENDERSON POLICE SUPERVISORS ASSOCIATION
(Amended and Restated on January 17, 2017)**

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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 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 entered into a labor agreement and presented it to the Henderson City Council on March 1, 2016 (and fully executed it on August 31, 2016), which was retroactively effective as of July 1, 2014 and set to expire on June 30, 2018 (hereinafter referred to as "Original Agreement");

WHEREAS, the parties desire to amend Article 20 of the Original Agreement, modify the definitions to the Original Agreement and to amend and restate the Original Agreement;

WHEREAS, the parties agree that the amended and restated labor agreement (the "Agreement") shall govern the obligations of the parties throughout the remainder of the term of the Agreement;

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

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

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1. RECOGNITION:

The City of Henderson, (hereinafter referred to as the "CITY"), and the Police Department (hereinafter referred to as the "DEPARTMENT") recognizes the HENDERSON POLICE SUPERVISORS ASSOCIATION, NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS/COMMUNICATIONS WORKERS OF AMERICA, LOCAL 9110 (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 possesses the sole right to operate the Department and that all Management rights remain with those officials. These rights include, but are not limited to:

- (a) Hire, direct, classify, assign, or transfer HPSA Members; except when such assignment or transfer is done as a part of the disciplinary process.
- (b) Reduce in force, demote, or lay off any HPSA Member because of lack of work or lack of money.
- (c) Determine appropriate staffing levels and work performance standards, and the means and methods by which operations are conducted, except for HPSA Member safety considerations.
- (d) Determine work schedules, tours of duty, daily assignments, standards of performance, and/or the services to be rendered.
- (e) Determine quality and quantity of services to be offered to the public and the means and methods of offering those services.
- (f) Determine the content of the workday, including without limitation workload factors, except for HPSA Member safety considerations.
- (g) Take whatever action may be necessary to carry on its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder.
- (h) Manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and HPSA Members.
- (i) Promote HPSA Members and determine promotional procedures, as provided in Title 6 of the Henderson Municipal Code (City of Henderson Civil Service Rules) and this 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 an 8% 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 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 Sergeant	8%
CRU Sergeant	8%
Administrative Sergeant	8%
Administrative 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.

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.
- (d) K-9 handlers will receive five (5) hours of paid overtime bi-weekly per dog for the at-home care, grooming, transportation, and feeding of the dog.
- (e) Police Sergeants and Lieutenants assigned to motorcycles will receive 1.5 hours of paid overtime bi-weekly for the off duty maintenance and care of the motorcycle assigned to them.

Section 3: Shift Differential: For those HPSA Members whose 51% of the hours worked fall after 2:00 p.m. shall receive a 4% swing shift differential. For those HPSA Members whose 51% of the hours worked fall after 10:00 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 in writing by the Division Commander, Deputy Chief of Police, Chief of Police, or designee; to temporarily accept the responsibilities of their superior officer (Lieutenant or Captain) will be awarded acting pay. Acting pay shall be paid at a rate of ten percent (10%) higher than the HPSA 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.

ARTICLE 4. HPSA MEMBERSHIP

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

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

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

ARTICLE 5. WAGES:

Section 1: Wage adjustments become effective with the pay period that includes July 1st of a given year. Wage adjustments for the term of this Agreement are:

July 1, 2014: one and one-half percent (1.5%) base wage increase retroactive to the beginning of the pay period that includes July 1, 2014.

July 1, 2015: two and one-half percent (2.5%) base wage increase retroactive to the beginning of the pay period that includes July 1, 2015.

July 1, 2016: HPSA members will receive the same base wage increase that members of the HPOA receive. The base wage increase will occur at the same time the HPOA base wage increase is effective. If HPOA members receive a lump-sum payment, HPSA members will receive the same lump sum payment with the same parameters as the HPOA payment. Subject to the provisions of Senate Bill 241 (NRS 288 as amended), the lump-sum payment will be made in the same pay period as the HPOA payment.

July 1, 2017: HPSA members will receive the same base wage increase that members of the HPOA receive. The base wage increase will occur at the same time the HPOA base wage increase is effective. If HPOA members receive a lump-sum payment, HPSA members will receive the

same lump sum payment with the same parameters as the HPOA payment. Subject to the provisions of Senate Bill 241 (NRS 288 as amended), the lump-sum payment will be made in the same pay period as the HPOA payment.

Section 2: Subject to the provisions of Senate Bill 241 (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) A new wage schedule was implemented effective the first pay period that included July 1, 2008. This wage schedule reflects a twenty-five percent (25%) hourly wage differential between police and corrections officers and their respective sergeants. It also reflects a twenty percent (20%) hourly wage differential between police and corrections sergeants and their respective lieutenants. These percentage differentials will be maintained after each negotiation between the Henderson Police Officers' Association and the CITY.

(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 \$85.66 contribution each pay period to a retirement health saving plan (RHS). This amount reflects the \$20 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 Seventy-five Dollars (\$175.00) 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, 2016 through December 31, 2017. 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 reasonable physical examination as required by NAC 617 and NRS 617 to all personnel in the HPSA with a copy of the results inserted into the HPSA Members confidential health file. The CITY will allow two (2) hours of on-duty time or pay at straight time to each HPSA Member to complete this physical. These hours do not qualify for shift differential pay.

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 covers 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 12 th	160
13 th 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 include 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 requests: Upon return to duty, employees are required to file and sign a sick leave request. 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, child, father, mother, brother, sister, step or foster child, grandchild, grandparent, father/mother-in-law, sister/brother-in-law, son/daughter-in-law, spouse's grandparents or any other person permanently living in the household.

Section 6: Family & Medical Leave 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. | Independence Day | July 4th |
| 6. | Labor Day | First Monday in September |
| 7. | Nevada Day | Last Friday in October |
| 8. | Veterans | November 11 th |
| 9. | Thanksgiving Day | Fourth Thursday in November |
| 10. | Family Day | Friday following Thanksgiving |
| 11. | Christmas Eve | December 24 th |
| 12. | Christmas Day | December 25th |

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

Section 2: All full time 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. Shift swaps are not permitted on a holiday. 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.

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.

For Corrections Supervisors Working the Twelve (12) Hour Schedule:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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 have the option to be paid for the holiday or 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 effective July 1, 2017.

(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.

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

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

(b) All requests for temporary modified duty assignments shall be submitted to the supervisor and department head for approval.

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

(d) The authorization for temporary modified duty can be denied or withdrawn.

Section 5: The CITY will allow an absence of up to a total of six (6) months, or to the extent the HPSA Member has any type of paid leave available, whichever is greater. If an HPSA Member has less than six months of paid leave available, the HPSA Member must use all of 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 from among the top five (5) names. However, if there are less than two (2) passing scores, the Department Head may request that a new examination be given. The name of any person appearing on the eligibility list shall not be removed, unless for cause, until such list has expired. If any person has been certified for appointment five (5) times and has not been appointed, the name of the next person appearing on the eligibility list shall be certified and considered eligible for appointment. If there is a selection from the top 5, then the next highest eligible person from the list moves up into the top 5 names for future selections.
- (i) Eligibility lists shall remain in effect for one year from the date of certification. The eligibility list may be extended for an additional period not to exceed six (6) months at the request of the Human Resources Director or designee.

ARTICLE 20. OVERTIME PAY:

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

- (a) End of Shift 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 supervisors remaining on the Patrol Watch, the on duty supervisor with the least amount of seniority will remain on duty until they are relieved by the oncoming supervisor 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 an Acting Sergeant and is receiving ADP (Acting) Pay.
- (b) 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:
- (1) From the oncoming shift of the affected Area Command based on seniority.
 - (2) From the oncoming shift of the other Area Commands based on seniority. If a sergeant from an oncoming shift is called in, and no lieutenant is available, based on seniority, the senior sergeant will be the watch commander and receive the assignment differential for the full or partial shift (if it is the sergeant that was called in and worked less than a full shift. This is an exception to Article 3 Section 6)
 - (3) From a supervisor of the same rank from the Patrol Division, based on seniority.
 - (4) 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).
- (c) In Patrol, when overtime is required of a Sergeant or Lieutenant, that overtime will be offered 1st to a Sergeant or Lieutenant before

utilizing an OIC. If there are not two (2) promoted supervisors (any combination of Sergeants and/or Lieutenants) on duty, overtime will be assigned. An acting Sergeant or Lieutenant, through written order, satisfies the two promoted supervisors as well.

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.

When supervisors from special assignments work patrol overtime, in the vast majority of circumstances, the assignment in patrol will take precedence over any call out or call back that may occur in their normal specialized assignment. The Chief reserves the right to modify assignments during overtime if necessary to address an active incident.

(d) Scheduled overtime for the Patrol & Corrections Divisions, Contracted Patrol Overtime, and Special Detail Patrol Overtime Assignments (ex- Holiday suppression, Special Events, etc.) will be handled as follows:

(1) Opportunities for scheduled Overtime in Patrol or Corrections will be e-mailed out to all supervisors in the classification needed for the assignment, and shall be awarded to the most senior supervisor in the classification for which a vacant shift needs to be filled using the following guidelines:

a) The most senior supervisor of the classification with the least amount of overtime/callout/callback hours worked in that calendar year will be awarded the assignment. In cases where supervisors have equal amounts of overtime, callout, or callback, the senior supervisor of the classification will be awarded the assignment.

i. If no supervisor in the classification requests the overtime, it will then be offered to other personnel in the following order:

1. For a Lieutenants position: 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 overtime/callout/callback hours worked 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 the assignment.

2. For a Sergeants position: 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 to the most senior ADP (Acting) Officer based on their Officer classification seniority.
 3. For a Sergeants position: 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.
- b) An Overtime/Callout/Callback list will be created each January in seniority order for each classification. Scheduled overtime will be offered beginning with the most senior supervisor with the lowest amount of overtime, call-out and callback hours worked that calendar year at the time the overtime is assigned. The hours of overtime, call-out and callback worked will be updated at the end of each pay period and the revised list will be used for the following pay period. All overtime worked in a pay period is to be recorded in that pay period. The parties recognize that there will be isolated situations where overtime, call-out or callback is not recorded in the same pay period and the hour's list will be updated as quickly as possible once the overtime, call-out and callback are processed for payment.
- c) The overtime/callout/callback list and the scheduling of overtime/callout/callback will be managed by HPSA Supervisors. Accordingly, the City assumes no financial or grievance liability in circumstances where an error is made in the scheduling of overtime/callout/callback.
- d) Supervisors will be given a minimum of 24 hours of notice from the time of the email notification being sent

out until such time as they must report for the assignment.

- e) 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.

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

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

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

Overtime shall be defined and compensated as follows:

Section 3: Time and One-half Overtime

- (a) Regular Overtime: accrues when an HPSA Member is directed to work beyond his regular work shift.
- (b) Scheduled Overtime: accrues when an HPSA Member is directed to work and is given 24 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) Off Duty Court Attendance: HPSA Members subpoenaed to appear off-duty in court as a witness for the prosecution or defense, connected with official duties, shall be paid overtime with a minimum of two (2) hours. In the event a 'duces tecum' subpoena is received an additional one (1) hour will be paid for the pick-up and return of evidence. All witness fees or pay are to be returned to the City of Henderson.
- (d) Contract Overtime: is paid for by a third-party and the duration of the assignment is not subject to the minimum hours requirements defined in 1 & 2 above. If the contracting party provides more than 48 hour notice of the overtime and the overtime is made available prior to 48 hours before the assignment, the overtime will be paid at time and one-half. This will be true even if an HPSA Member actually accepts the overtime less than 48 hours before it begins. Should the contracting party fail to provide 48 hours' notice of their requirement, double time will be charged to the contracting party and paid to the HPSA Member working the overtime.
- (1) All assignments for such overtime will be on a voluntary basis and no HPSA Member will be forced to accept this type of overtime assignment.
 - (2) Fifteen (15) minutes of overtime will be added to the beginning and end of the contract overtime assignment to

compensate for the pre-arrival and shut-down activities associated with such overtime assignments.

- (3) Contract overtime scheduled with 48 hours' notice will be paid at time and one half even if the overtime falls on a holiday defined in Article 15 of this Agreement.

Section 4: Double Time Overtime

- (a) Call-out overtime will accrue when an HPSA Member is not provided 24 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 July 1, 2008, Call-back overtime is PERS eligible compensation, while regular overtime, scheduled overtime, contract overtime, and call-out overtime are not PERS eligible compensation.
- (d) Contract Overtime: See Section 3 (d)

Section 5: An HPSA Member accruing overtime as stated above, 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 6: Overtime shall be earned and paid in increments of six (6) minutes. Overtime less than six (6) minutes will not be eligible for compensation. Overtime in excess of six (6) minutes will be rounded up to the next highest tenth (10th) of an hour.

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

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

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

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

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

ARTICLE 21. RETIREMENT:

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

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

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

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

Section 5: 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 insure 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 fourteen (14) 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 fourteen (14) calendar days of his receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 4.

STEP 4: Within fourteen (14) calendar days from receipt of the written response from the Police Chief or designee, the HPSA Grievance Committee Chairman and the HPSA President or designee shall present the grievance to the City Manager through the Human Resources Director. The City Manager or designee will then make a determination within fourteen (14) calendar days from the date of submission to him/her. 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 14 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 fourteen (14) 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 time lines. 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.

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 and in compliance with SB 241; (which amends NRS Chapter 288).

The parties acknowledge that the concessions contained in this Agreement satisfy the HPSA financial obligation for Union leave since June 1, 2015 in compliance with Senate Bill 241 as amended in NRS Chapter 288 and the ultimate results of currently filed SB241-related litigation does not create claims by either party relative to the modifications made to this Agreement during this end-of-term negotiation.

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

Incident of Use (Sick Leave): Any period of continuous absence for the same reason, or the use of sick leave for an individual 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.

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

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

Reassignment: The movement of 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, which amends and restates the Original Agreement in its entirety upon City Council's approval shall expire on June 30, 2018. 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, 2018, 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, 2018.

(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, 2018.

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.

IN WITNESS WHEREOF, the CITY has executed this Agreement and caused the seal of said CITY to be affixed hereto, and the HPSA has executed this Agreement, as of the Effective Date.

Date of Council Action: _____

CITY OF HENDERSON
CLARK COUNTY, NEVADA

ROBERT A. MURNANE, P.E.
City Manager

Date

JENNIFER FENNEMA
Director of Human Resources

Date

ATTEST:

APPROVED AS TO FUNDING:

SABRINA MERCADANTE, MMC
City Clerk

RICHARD A. DERRICK
Chief Financial Officer

APPROVED AS TO FORM:

JOSH M. REID
City Attorney

CAO
Review

HENDERSON POLICE SUPERVISORS
ASSOCIATION

By: _____
Thomas Chiello, President

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		
Class	Type	Subsequent Similar Violation
<u>1</u>	Written Reprimand – 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. Each subsequent sustained similar violation will increase the Class Level by one level.
<u>2</u>	Minor Suspension – A temporary removal from active work status, without pay for a minimum of 1 hour to a maximum of 40 hours. Removal from Promotion Lists – 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. Each subsequent sustained similar violation will increase the Class Level by one level.
<u>3</u>	Disciplinary Transfer – The reassignment of an employee from one assignment to another at the direction of the Chief of Police. Major Suspension – 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. Each subsequent sustained similar violation will increase the Class Level by one level.
<u>4</u>	Reduction in Grade/Pay – 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. Demotion – 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. Each subsequent sustained similar violation will increase the Class Level by one level.
<u>5</u>	Termination – The involuntary separation of an employee from employment with the City of Henderson.	Not Applicable



Appendix B

Wage Schedule Effective July 1, 2014 with 1.5% Salary Increase

Position Title	Grade	Hours	Step 1	Step 2	Step 3	Step 4	Step 5
Corrections Lieutenant	484	40	\$ 50.681	\$ 53.214	\$ 55.876	\$ 58.670	\$ 61.603
Corrections Sergeant	455	40	\$ 42.234	\$ 44.345	\$ 46.563	\$ 48.892	\$ 51.336
Police Lieutenant	488	40	\$ 51.931	\$ 54.526	\$ 57.255	\$ 60.117	\$ 63.123
Police Sergeant	477	40	\$ 43.276	\$ 45.437	\$ 47.713	\$ 50.098	\$ 52.602

Wage Schedule Effective July 1, 2015 with 2.5% Salary Increase

Position Title	Grade	Hours	Step 1	Step 2	Step 3	Step 4	Step 5
Corrections Lieutenant	484	40	\$ 51.948	\$ 54.545	\$ 57.273	\$ 60.137	\$ 63.143
Corrections Sergeant	455	40	\$ 43.290	\$ 45.454	\$ 47.727	\$ 50.114	\$ 52.619
Police Lieutenant	488	40	\$ 53.230	\$ 55.889	\$ 58.687	\$ 61.620	\$ 64.701
Police Sergeant	477	40	\$ 44.357	\$ 46.573	\$ 48.906	\$ 51.351	\$ 53.917

Wage Schedule Effective July 1, 2016

Position Title	Grade	Hours	Step 1	Step 2	Step 3	Step 4	Step 5
Corrections Lieutenant	484	40	\$53.117	\$55.772	\$_58.562	\$_61.490	\$_64.564
Corrections Sergeant	455	40	\$44.264	\$46.477	\$48.801	\$51.242	\$53.803
Police Lieutenant	488	40	\$54.428	\$57.147	\$60.007	\$63.006	\$66.157
Police Sergeant	477	40	\$45.355	\$47.621	\$50.006	\$52.506	\$55.131

Wage Schedule Effective July 1, 2017

Position Title	Grade	Hours	Step 1	Step 2	Step 3	Step 4	Step 5
Corrections Lieutenant	484	40	\$54.445	\$57.166	\$60.026	\$63.027	\$66.178
Corrections Sergeant	455	40	\$45.371	\$47.639	\$50.021	\$52.523	\$55.148
Police Lieutenant	488	40	\$55.789	\$58.576	\$61.507	\$64.581	\$67.811
Police Sergeant	477	40	\$46.489	\$48.812	\$51.256	\$53.819	\$56.508

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.