

**LABOR AGREEMENT
BETWEEN
CITY OF HENDERSON, NEVADA
AND
HENDERSON POLICE OFFICERS ASSOCIATION
JULY 1, 2003 THROUGH JUNE 30, 2008**

**AGREEMENT
2003 - 2008**

HENDERSON POLICE OFFICERS ASSOCIATION

TABLE OF CONTENTS

	<u>Page No.</u>
Preamble	1
Article 1 Recognition	1
Article 2 Management Rights	1
Article 3 Classification and Representation.....	2
Article 4 Bargaining Unit Membership	4
Article 5 Wages	4
Article 6 Pay Day	5
Article 7 Longevity	5
Article 8 Clothing and Personal Effects Allowance	5
Article 9 Insurance	6
Article 10 Safety and Health	7
Article 11 Non-Discrimination	7
Article 12 Annual Leave	7
Article 13 Sick Leave	9
Article 14 Other Leaves	
Leave of Absence	11
Jury Duty	12
Administrative Leave	12
Military Leave	12
Bereavement Leave	13
Family and Medical Leave Act	13
Article 15 Holiday Pay	17
Article 16 Shift Arrangement	18
Article 17 Compensation for Service Incurred Accidents or Illness	19

**AGREEMENT
2003 - 2008**

HENDERSON POLICE OFFICERS ASSOCIATION

TABLE OF CONTENTS (Cont'd.)

		<u>Page No.</u>
Article 18	Compensation for Non-Service Incurred Accidents or Illness	20
Article 19	Promotion/Qualifying Period	21
Article 20	Overtime Pay	24
Article 21	Retirement	26
Article 22	Employee Termination	26
Article 23	Seniority	28
Article 24	Reduction in Force	29
Article 25	Bulletin Boards	31
Article 26	Rules and Regulations	32
Article 27	Lunch and Rest Periods	32
Article 28	Physical Agility Test	32
Article 29	Grievance Procedure	33
Article 30	Bargaining Unit Representation	35
Article 31	Check-Off	36
Article 32	Liability Insurance	37
Article 33	Warranty of Authority	37
Article 34	Savings Clause	37
Article 35	Definitions	37
Article 36	Duration of Agreement	41
Appendix A	DM-0303.....	43

PREAMBLE:

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

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

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

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

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

NOW, THEREFORE, the parties do agree as follows:

ARTICLE 1. RECOGNITION:

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

ARTICLE 2. MANAGEMENT RIGHTS:

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

- (a) Hire, direct or transfer employees; except when such assignment or transfer is done as a part of the disciplinary process.**
- (b) Reduce in force, or lay off any employee because of lack of work or lack of money.**
- (c) Determine appropriate staffing levels and work performance standards, except for employee safety considerations.**
- (d) Determine work schedules tours of duty, and daily assignments.**
- (e) Determine quality and quantity of services to be offered to the public and the means and methods of offering those services.**

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

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

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

ARTICLE 3. CLASSIFICATION AND REPRESENTATION:

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

Police Detective
Police Officer
Corrections Officer

Section 2: Assignment Differential Pay:

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

Field Training Officer (FTO)	5%
Acting Pay	5%
Department Training Officer	5%
Dare Officer	5%
Crime Prevention/Community Relations	5%

SRT Team (full-time)	5%
Police Investigator	5%
K-9 Officer	5%
Administrative Officer	5%
Motorcycle Officer	5%
Office of Professional Standards	5%

- (b) Assignment differential pay is a temporary monetary compensation paid to BARGAINING UNIT personnel who are assigned to the assignment categories indicated above.
- (c) The number of required employees serving as an FTO will be determined in each six (6) month period based upon the number of projected new hires and the needs of the department. Those individuals selected as an FTO for that six (6) month period will receive a 5% assignment pay for that period of time. The number of FTO's in any given year may fluctuate based upon projected new hires and the needs of the department.
- (d) K-9 handlers will receive (5) hours of paid overtime biweekly per dog for the at-home care, grooming, transportation, and feeding of the dog.
- (e) Officers 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. This pay will cease if the CITY begins to perform the daily maintenance on the motorcycles.

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

Shift Differential	4% swing shift
	6% graveyard shift

Shift differential for swing shift is eliminated for the Corrections Facility.

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

Section 4: Bilingual Pay: Employees who are eligible for bilingual pay are required to be on a list maintained in Communications or Detention Services Adminis-

tration to provide translation services. Such employees must pass a CITY-approved conversational Spanish proficiency examination at the employee's expense to receive an annual payment of \$750.00 per year. The payment will be received in the employee's paycheck for the first pay period in December of each year. The employee will be required to pass the examination, at the employee's expense, once every other year to be eligible for payment. Once the employee is removed from the list, the employee is required to re-take the proficiency examination at the employee's expense to receive payment. Employees who leave department services or are removed from the list during the year will be required to reimburse the department at a pro-rated amount for the remainder of the year. Should the employee 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.

ARTICLE 4. BARGAINING UNIT MEMBERSHIP:

- Section 1:** BARGAINING UNIT membership shall be at the sole discretion of the employee.
- Section 2:** BARGAINING UNIT membership shall carry no validity in reclassification of an employee.
- Section 3:** The BARGAINING UNIT shall evidence in writing to the CITY all current officers of the BARGAINING UNIT representing employees under this Agreement.

ARTICLE 5. WAGES:

- Section 1:** Wage adjustments for the first year of the contract shall become effective the first pay period that includes July 1, 2003.
- (a) Wage adjustments for subsequent years shall be effective the first pay period in July that would include July 1 of each year.
- Section 2:** Effective the first pay period that includes July 1, 2003, the base wage of classifications covered by this agreement shall be increased by 3.25%.
- (a) The first pay period that includes January 1, 2004, the CITY will contribute 1% of the employee's base salary to a health savings program.
- Section 3:** Effective the first pay period that includes July 1, 2004, the base wage of classifications covered by this agreement shall be increased by 3.5%.
- Section 4:** Effective the first pay period that includes July 1, 2005, the base wage of classifications covered by this agreement shall be increased by 3.5%.

Section 5: Effective the first pay period that includes July 1, 2006, the base wage of classifications covered by this agreement shall be increased by 3.5%.

Section 6: Effective the first pay period that includes July 1, 2007, the base wage of classifications covered by this agreement shall be increased by 4.0%.

Section 7: For the purpose of calculating steps within the pay ranges, five percent (5%) will be maintained between steps.

ARTICLE 6. PAY DAY:

Section 1: Pay day shall be biweekly and in no case shall more than five (5) regularly scheduled work days' pay be held back from the end of the pay period.

ARTICLE 7. LONGEVITY:

Section 1: Longevity pay shall be granted for continuous service by the CITY to all eligible employees in the BARGAINING UNIT on the following schedule:

Completion of 5 years of service	-	3.5% of current salary
Completion of 7 years of service	-	4.0% of current salary
Completion of 9 years of service	-	4.5% of current salary
Completion of 10 years of service	-	5.0% of current salary

and an additional one-half percent (1/2) of current salary after each year of service up to, and including, ten percent (10%) of current salary and/or twenty (20) years of service with the CITY.

Section 2: Longevity pay will be granted exclusively to regular full-time employees who have been hired by the CITY on or before the 19th day of July, 1984.

Section 3: Any period that an employee is on leave of absence without pay in excess of 30 days, or through reduction in force, will be deducted from the creditable service for longevity pay, except for military leave of absence for which employees will receive credit.

ARTICLE 8. CLOTHING AND PERSONAL EFFECTS ALLOWANCE:

Section 1: The CITY shall provide a uniform allowance in the amount of One Hundred Thirty Five Dollars (\$135.00) per month to each full-time BARGAINING UNIT member for the purchase and maintenance of uniforms. Such allowance shall be paid monthly and added to the employee's paycheck.

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

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

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

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

Section 6: For those Officers assigned to the motorcycle unit of the Henderson Police Department, the CITY agrees to purchase the following initial clothing and safety equipment:

- (a) One pair of boots
- (b) One 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 employee's expense.

ARTICLE 9. INSURANCE:

Section 1: The UNION may participate in the insurance plan provided by the CITY. If the UNION chooses to discontinue participation in the CITY's insurance plan, the UNION shall provide to the CITY twelve (12) months notice of its intent to withdraw from the plan. The CITY's contribution to the insurance premium, should the UNION withdraw, will continue at the maximum CITY contribution rate at the time of UNION withdrawal, and will not be less than the cap at the time of withdrawal. Included in this plan will be health insurance, life insurance, and long-term disability insurance.

- (a) Effective January 1, 2004, the CITY's contribution to the insurance program for the employees shall be the cost of the insurance to the employee and his spouse and/or dependents not to exceed \$637.03.
- (b) Effective January 1, 2005, the CITY's contribution to the insurance program for the employees shall be the cost of the insurance to the employee and his spouse and/or dependents not to exceed \$677.03.
- (c) Effective January 1, 2006, the CITY's contribution to the insurance program for the employees shall be the cost of the insurance to the employee and his spouse and/or dependents not to exceed \$717.03.

- (d) Effective January 1, 2007, the CITY's contribution to the insurance program for the employees shall be the cost of the insurance to the employee and his spouse and/or dependents not to exceed \$757.03.
- (e) Effective January 1, 2008, the CITY's contribution to the insurance program for the employees shall be the cost of the insurance to the employee and his spouse and/or dependents not to exceed \$797.03.

Section 2: Should the CITY's contribution be insufficient to cover the total cost of Health and Welfare Insurance, the employee shall authorize the CITY to deduct from his earnings a sufficient amount to cover such deficiency.

Section 3: In the event of an employee's death, the CITY will help the beneficiaries fill out the necessary forms and insure that they are properly signed in order that the beneficiaries will receive any monies due them.

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

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

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

ARTICLE 11. NON-DISCRIMINATION:

Section 1: The CITY and the UNION agree to fully comply with all Federal, State or local laws and executive orders pertaining to non-discrimination and equal employment opportunities.

ARTICLE 12. ANNUAL LEAVE:

Section 1: Following one full year's service, annual leave will accrue and be credited on a monthly basis at the established rate according to the employee's years in service as follows:

- (a) Completion of the first year of employment - 40 hours;
- (b) Second year through fifth year - 120 hours;

(c) Sixth year through twelfth year - 160 hours;

(d) Completion of twelfth year of service - 200 hours.

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

Section 3: BARGAINING UNIT employees with more than one year's service who are terminated for any reason are entitled to payment for unused annual leave up to the allowable maximum accrued. Upon separation, an employee may choose to have the CITY contribute the value of unused annual leave not to exceed the limits outlined above into the health savings program. The employer must be notified of this election as outlined in the Fund's Trust Agreement.

Section 4: In the case of death of a BARGAINING UNIT employee during his tenure with the CITY, 100% of the employee's unused annual leave shall be paid to the employee's designated beneficiaries as specified in their personnel records.

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

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

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

Section 8: No annual leave will be paid unless the employee has completed his initial 12 months of employment. Probationary employees who wish to use leave while still on probation will have their probation extended that amount of time.

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

Section 10: No leave benefits will accrue for an employee while on a leave of absence, which is defined as leave without pay.

Section 11: It is the employee's responsibility to assure that the employee's 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 one shift per month commencing on the first day of hire into a regular position (i.e., 40-hour work week/10-hour day – 10 hours, Corrections personnel – 12 hours).
- (a) Employees shall be paid their current hourly rate for each hour of sick leave used.
- Section 2:** Sick leave will accrue on an unlimited basis.
- Section 3:** Upon approval of the Police Chief or designee and Director of Human Resources or designee, sick leave may be used by employees who are:
- (a) Incapacitated from the performance of their duties by illness or injury, or
- (b) Whose attendance is prevented by public health requirements, or
- (c) Who are required to absent themselves from work for the purpose of keeping an appointment with the doctor, or
- (d) Who are required to absent themselves from work to personally care for a member of their immediate family in those medical situations which require the employee's prompt attention.
- Section 4:** With the exception of sick leave depletion, annual leave shall not be used in place of sick leave.
- Section 5:** Employees who do not become ill on the job shall call in as required by department policy before the beginning of their shift when using sick leave.
- Section 6:** Any full-time employee who has exhausted all accumulated sick leave will be granted the use of accrued annual leave, then donated leave. Leave without pay may be granted when all other leaves (annual and sick) are exhausted.
- Section 7:** Employees covered by this Agreement shall be subject to the following requirements for payment of such leave.
- (a) Sick leave requests: Upon return to duty, employees are required to file and sign a sick leave request.
- (b) Physician's Certificate of Recovery and Fitness: A certificate of recovery and fitness shall be submitted by all employees upon return to work from any illness that required the use of sick leave for periods longer than three working days.
- (c) An employee who uses more than eight (8) incidents of sick leave usage in a twelve (12) month period will be subject to disciplinary action up to and including termination.

(1) **Incident of Use (Sick Leave):** Any period of continuous absence for the same reason, or the use of sick leave for an individual condition's repeated treatment shall be considered one incident. Use of sick leave for funeral attendance or a scheduled medical/dental appointment shall not constitute an incident of sick leave. An incident will be defined as a period of continuous absence for an item defined in Section 3 of this article no matter how long that incident lasts. After returning to work, treatment for the same incident that requires continued treatment will not be counted as a separate incident. Use of sick leave for funeral attendance, a scheduled medical or dental appointment, or leave associated with FMLA will not constitute an incident of sick leave.

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

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

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

Section 9: For employees hired prior to July 1, 1995 with one or more years of service, upon termination for any reason excluding disciplinary termination, sick leave hours accrued shall be computed, based on the employee's base hourly rate and longevity, if applicable, and shall be paid at the rate of seventy-five percent (75%) of the accrued sick leave hours not to exceed eight hundred (800) hours.

(a) In the case of death of an employee hired prior to July 1, 1995 during his tenure with the CITY, 100% of the employee's unused sick leave shall be paid to the employee's designated beneficiaries as specified in their personnel records.

(b) For employees hired prior to July 1, 1995, with twenty (20) years of service, upon termination for any reason excluding disciplinary termination, sick leave hours accrued shall be computed, based on

the employee's base hourly rate and longevity, if applicable, and shall be paid at the rate of seventy-five percent (75%) of the accrued sick leave hours not to exceed 1600 hours.

- (c) An employee, hired prior to July 1, 1995, upon retirement under the provisions of the Nevada Public Employees Retirement System, or an employee, upon termination from the CITY, who retires under the provisions of the Social Security Act, shall be paid for all accrued unused sick leave not to exceed 1600 hours.

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

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

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

- (d) Effective July 1, 1995, in the case of death of an employee hired after July 1, 1995, during his tenure with the CITY, 100% of the employee's unused sick leave shall be paid to the employee's designated beneficiaries as specified in their personnel records.

Section 11: Upon separation, an employee may choose to have the CITY contribute the value of unused sick leave not to exceed the limits outlined in Section 9 or Section 10 of this Agreement into the health savings program. The employer must be notified of this election in accordance with the Fund's Trust Agreement.

ARTICLE 14. OTHER LEAVES:

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

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

not be eligible to earn service credit toward a step increase, completion of probation, qualifying period, seniority, or longevity pay if applicable to the employee.

Section 2: Jury Duty Leave:

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

Section 3: Administrative Leave: The City Manager has the authority to grant administrative leave as deemed necessary.

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

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

Section 5: **Bereavement Leave:** Upon the death of an immediate family member, an employee will be granted three (3) 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.
- (b) Immediate family is defined as spouse, mother, father, child or stepchild, brother, sister, grandparent, mother-in-law or father-in-law, or spouse's grandparent.

Section 6: **General Provisions of Family & Medical Leave (FMLA) Act:** The CITY will comply with the Family Medical Leave Act as follows:

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

- (a) **Eligibility:** In order to qualify to take family and medical leave under this policy, the employee must meet all of the following conditions:
 - (1) The employee must have worked for the employer at least twelve (12) months or 52 weeks. The 12 months, or 52 weeks, need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee is on leave during the week.
 - (2) The employee must have worked at least 1,250 hours during the twelve (12) month period immediately before the date when the leave would begin.
- (b) **Type of Leave Covered:** In order to qualify as FMLA Leave under this policy, the employee must be taking the leave for one of the following reasons:
 - (1) The birth of a child and in order to care for that child;
 - (2) The placement of a child for adoption or foster care;
 - (3) To care for a spouse, child, or parent (excluding in-laws) with a serious health condition; or
 - (4) The serious health condition (defined below) of the employee.

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

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

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

If an employee takes paid sick leave for a condition that progresses into a serious health condition, it is the employee's responsibility to notify the Human Resources Director or his designee. If the employee requests unpaid leave under this policy, the Department may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

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

- (1) The date when the condition began, its expected duration, diagnosis, and a brief statement of treatment.
- (2) When using medical leave for the employee's own medical condition, a statement that the employee is temporarily unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position.
- (3) For a seriously ill family member, the certification must include a statement that the patient requires assistance and the employee's presence would be beneficial or desirable.
- (4) If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule, based on the physician's review of the employee's job specifications.

Employees with questions about FMLA are encouraged to consult with the Human Resources Director or his designee and/or the UNION.

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

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

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

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

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

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

- (f) Employee Status After Leave: An employee who takes leave under this policy will be able to return to the same job or a position with

equivalent status, pay, benefits and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility and authority.

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

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

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

- (h) **Intermittent or Reduced Schedule Leave:** Intermittent or reduced schedule leave for the employee may be used under the law when medically necessary, as certified by a licensed physician. Intermittent or reduced schedule leave may be permitted under some circumstances in the case of family leave, but only with prior approval by the CITY. Intermittent leave reduces the twelve week entitlement only by the actual time used.

- (i) **Procedure for Requesting Leave:** Except where leave is not foreseeable, all employees requesting leave under this policy must contact the Human Resources Director or his designee for appropriate directions and forms.

- (j) **Miscellaneous Provisions:** The CITY and the UNION recognize that FMLA makes it unlawful for any employer to:

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

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

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

- (k) **Qualifying Period:** For those employees who are in a qualifying period, the time for said qualifying period will be halted while the employee is on leave. Once the employee returns to work, the qualifying period will start at the point the employee first returns to work.

ARTICLE 15. HOLIDAY PAY:

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

- | | | |
|-----|-------------------------------|--|
| 1. | New Year's Day | January 1 st |
| 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 4 th |
| 6. | Labor Day | First Monday in September |
| 7. | Columbus Day | Second Monday in October |
| 8. | Nevada Day | Last Friday in October |
| 9. | Veterans Day | November 11 th |
| 10. | Thanksgiving Day | Fourth Thursday in November |
| 11. | Family Day | Friday following Thanksgiving |
| 12. | Christmas Eve | One half shift - December 24 th |
| | 40-hour work week/10-hour day | Last 5 hours of shift |
| | 40-hour work week/8-hour day | Last 4 hours of shift |
| | Corrections | Last 6 hours of shift |
| 13. | Christmas Day | December 25 th |

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

Section 2: All full time employees shall receive pay for the holiday equal to their regular shift at straight time. For those employees that are required to work on the holiday, they will receive double time for hours worked on their regular shift. Should an employee, on a holiday, work beyond their regular shift, they will be compensated time and one-half for all hours worked beyond their regular shift.

- (a) For the Correction Facility, an employee working the holiday will be paid holiday pay as outlined above based on the assigned work shift, i.e., twelve (12) or eight (8) hours.
- (b) For the Correction Facility, should the employee be on sick/annual leave, or their normal day off, the employee will be paid ten (10) hours of pay for the holiday at straight time.

Section 3: In order to receive holiday pay, the employee must work or be on annual leave, sick leave, or be on a scheduled day off the day preceding and/or following a holiday.

Section 4: Should an employee be required to stand by on holidays or days off, he shall be compensated by two hours double time for each twenty-four hour period required to stand by. Employees on standby shall keep their supervisor and/or the police department notified of their location for emergency call-out purposes.

- (a) Should employees on standby 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 standby pay.

ARTICLE 16. SHIFT ARRANGEMENT:

Section 1: For employees covered by this Labor Agreement, the work week shall consist of four (4) consecutive ten-hour shifts. For members of the Corrections Facility, the work schedules will consist of six (6) twelve-hour work days with one (1) eight-hour work day per pay period bi-weekly.

- (a) Whenever deviations from regular shift hours are necessary, the supervisor shall provide employees with sufficient notification prior to such deviation. Sufficient notification is deemed to be a minimum of 48 hours. Such notice shall not be required for emergency work.
- (b) The CITY reserves the right to alter or temporarily change the work week, shift and/or hours of an employee to accommodate the employee's attendance at:
 - (1) Initial orientation
 - (2) Mini-Academy
 - (3) Police or Corrections Academy
 - (4) Training as provided out of the City or State
 - (5) In-house training longer than four days
 - (6) Special assignments not to exceed one year unless mutually agreed upon by the Chief of Police and the officer concerned.

Overtime provisions do not apply to the exemptions noted in (b) 1-3 above.

Section 2: There shall be no split shifts.

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

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

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

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

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

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

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

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

ARTICLE 17. COMPENSATION FOR SERVICE INCURRED ACCIDENTS OR ILLNESS:

Section 1: All eligible 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: Employees injured on the job, with an accepted worker's compensation claim, will receive full salary while away from work due to their injury for a period not to exceed 700 hours.

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

Any hours that are charged to worker's compensation, up to the 700 hours of salary continuation, will not affect an employee's sick or annual leave accruals.

Section 3: Upon expiration of the 700 hours of salary continuation, the employee who continues to receive worker's compensation benefits may elect to use their sick leave, and then annual leave, to receive a full salary. The Finance Department will calculate sick and annual leave usage.

Section 4: Employees shall be granted an additional seven hundred (700) 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 employee will not return to his regular CITY job, the CITY may require a medical separation.

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

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

(a) Temporary modified duty assignments will be at the sole discretion of the CITY as provided in NRS 288.150 3(c)(2).

(b) Employees on temporary modified duty will not be eligible for out of class pay, lead pay, overtime pay or any other premium pay, except in the case of an emergency.

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

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

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

Section 1: An employee who is incapacitated due to non-service incurred accidents or illness shall be entitled to draw his full wage against sick then annual leave accrued to his benefit.

Section 2: Contributions to the Health and Welfare Plan by the CITY shall continue only to the extent of accrued sick or annual leave during the time of absence from work from the CITY.

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

Section 4: Temporary Modified Duty: An employee incapacitated due to an injury (illness not included) 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 employee is able to perform. The employee shall be paid one hundred percent (100%) of the employee's current pay grade, providing no current employee is displaced or laid off as a result of such placement.

- (a) An employee making the request for temporary modified duty shall submit the request to the Director of Human Resources or designee with a letter from the physician outlining the restrictions and approximate time the employee could return to full duty.
- (b) All requests for temporary modified duty assignments shall be submitted to Human Resources for review and forwarded 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 and this action will not be grievable.

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

ARTICLE 19. PROMOTION/QUALIFYING PERIOD:

Section 1: The term "promotion" means the advancement of an employee 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 UNION shall be notified, in writing, of such extensions.
- (c) Employees 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 BARGAINING UNIT within the Police Department shall be filled by promotion from within the BARGAINING UNIT after an examination has been given and a promotional list established.

Section 3: Appointments to and promotions shall be determined by competitive examination, as follows:

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

 - (1) Whenever Assessment Centers are held, the Center will be limited to no more than twelve (12) candidates as determined by written examination from the highest score down.
- (b) The Human Resources Director or designee shall prepare and conduct the examinations, which shall contain questions designed to test for job-related qualifications. Such tests shall be formulated on a general competitive basis, and shall not be used to facilitate the hiring of any particular individual.

 - (1) The HPOA President or designee will provide two (2) of their members at a rank equal to or higher than the position being tested to act as subject matter experts and participate in the development and review of testing instruments for promotion to classifications represented by this Labor Agreement.
 - (2) The same group of persons who develop and review the testing instruments will serve as the Appeals Committee upon conclusion of testing.
- (c) Notice of examination, to include the reading list, shall be posted in the Police Department at least sixty (60) days prior to the examination date.
- (d) In all examinations, a minimum eligibility rating shall be established by the Human Resources Director or designee. Minimum ratings shall also be established for each part of the test. Candidates shall attain at least a minimum rating on each part of the test in order to receive a passing grade or to be rated on the remaining parts of the test.
- (e) The final rating shall be determined by adding each portion of the selection process according to assigned weights.
- (f) At the conclusion of any examination an eligibility list consisting of the names of persons successfully passing the examination, arranged in order of final ratings received, from the highest passing score to the lowest, shall be prepared and kept available.
- (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.
- (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.
- (j) Corrections Officers who have completed probation may compete for Police Officer vacancies on a promotional basis during an open competitive recruitment for Police Officer.
 - (1) Those Corrections Officers who successfully complete the testing process will be placed on a Police Officer Transfer Eligibility List. This will be separate from the open competitive Eligibility List.
 - (2) The qualifying period for this transfer will be one year.
 - (3) An employee who fails the qualifying period may request and be considered for a transfer back to his original position as Corrections Officer providing a vacancy exists and the transfer is approved by the Chief of Police or designee, Human Resources Director or designee, and City Manager or designee. Should no vacancy exist, the employee will be placed on a re-employment list for consideration for future vacancies.
 - (i) This re-employment list will take precedence over any current Corrections Officer Eligibility List.

Section 4: With the exception of temporary positions, the initial appointment of any candidate to a position in the police service shall be conditional upon successful completion of a qualifying period of not less than eighteen (18) months or more than twenty-one (21) months. Failure to confirm the employee's regular appointment shall terminate the employee.

Section 5: Upon promotion, an employee will be placed at the step within the new range that provides at least a five percent (5%) increase in base pay (salary). Base salary is the rate of pay without any temporary assignment differential as outlined in Article 2, Section 1(b) of this agreement.

Section 6: Reclassification of Corrections Officer to Police Officer or Police Officer to Corrections Officer.

- (a) In the case of a Corrections Officer going to Police Officer through a recruitment process, the Corrections Officer will be placed at Step 2 of the Police Officer salary range.**
- (b) In the case of Police Officer going to Corrections Officer through a recruitment process, the Police Officer will be placed at Step 2 of the Corrections Officer salary range.**

ARTICLE 20. OVERTIME PAY:

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

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

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

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

Overtime shall be defined and compensated as follows:

- (a) Regular overtime is that which accrues when an employee is directed to work beyond his regular work shift. Regular overtime shall be paid at the rate of time and one-half his regular rate of pay for actual hours worked.**
- (b) Scheduled overtime is that which accrues when an employee is directed to work but is given 48 hours advance notification of the date and time such work will be required.**
 - (1) Any employee scheduled to work on a regular assigned day off shall be guaranteed four (4) hours work at time and one-half his regular rate of pay.**
 - (2) Any employee 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) **Emergency overtime will accrue when an employee is called out on an emergency.**
 - (1) **Employees having been called out on an emergency on a regularly scheduled day off shall be guaranteed two (2) hours work at twice his regular rate of pay.**
 - (2) **Employees having been called out on an emergency on a regularly assigned work day shall be guaranteed one (1) hours work at twice his regular rate of pay.**

- (d) **Overtime will accrue and be compensable under this section when an employee is required to appear for a scheduled (1) criminal court appearance, (2) a Department of Motor Vehicles administrative hearing, or (3) for other scheduled matters wherein the employee's presence is required by the City of Henderson, as opposed to any other party or a grievant, and for which the employee is not otherwise compensated.**
 - (1) **Employees under Section 2(d) shall be guaranteed one and one-half (1.5) hours work at time and one-half his regular rate of pay.**
 - (2) **Employees under Section 2 (d) who receive a duces tecum subpoena shall be guaranteed two and one half (2.5) 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.**

Section 3: An employee accruing overtime as stated above shall elect to be paid at the rate upon which the overtime was accrued or to receive compensatory time off in lieu of overtime, which shall be computed at the rate upon which the overtime was accrued.

- (a) **All overtime shall be compensated within the next four pay periods following accrual.**
- (b) **Compensatory time must be taken within the next four pay periods following accrual or be compensated at the rate which prevailed at the time of the accrual. An employee shall request the use of compensatory time in advance.**
 - (1) **The CITY has a right to deny the use of comp time if given less than a 14-day notice prior to the intended date of use.**
 - (2) **If the initial date requested for the use of comp time is denied, the CITY will identify alternate dates of use that are within seven (7) days of the initially requested date.**

(3) If a request to use comp time is given fourteen (14) days or more prior to the date of intended use, the CITY will not deny the use of comp time, except in an emergency situation as declared by the Police Chief or the City Manager.

(c) All accrued "comp" time on the books will be paid at time and one half prior to any general pay increases and/or implementation of a pay increase due to promotion of the employee.

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

Section 4: Overtime shall be earned and paid in increments of fifteen (15) minutes. Overtime less than fifteen (15) minutes will not be eligible for compensation.

ARTICLE 21. RETIREMENT:

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

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

Section 3: The CITY agrees to continue to pay one hundred percent (100%) contribution to the Public Employees Retirement System (PERS).

Section 4: If the increases in contribution rate mandated by future legislative action exceed one percent (1%) in a given year, the portion of the increase over and above the one percent (1%) shall be shared equally between the CITY and the employee.

ARTICLE 22. EMPLOYEE TERMINATION:

Section 1: Resignation: A full-time employee who resigns shall submit his resignation in writing to his Department Head and give at least two (2) weeks notice.

(a) The City Manager, on the recommendation of the Department Head and the Human Resources Director, with the concurrence of the employee, may shorten or waive the notice period.

Section 2: Probationary employee termination: If during a probationary period an employee's performance or conduct is not satisfactory to the CITY or if he fails to qualify medically for reasons that render such person unqualified for the position, the employee may be terminated without recourse to the grievance and arbitration provisions of this Agreement.

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

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

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

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

- (1) **Suspension:** An employee may be suspended with or without pay as a disciplinary measure. Suspension without pay requires a pre-disciplinary hearing and must have the approval of the City Manager. An employee may be suspended without pay for an indefinite period of time as a result of a criminal complaint in a court of law, in which case the suspension may continue until the matter is adjudicated by a court of competent jurisdiction. If the charges are not sustained, the CITY may still administer further discipline if the CITY can substantiate misconduct.

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

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

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

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

Section 5: Abandonment of Post:

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

Section 6: Notice:

- (a) Written notification: Any termination under this article shall be in writing and shall set forth the reasons for such termination.
- (b) No appeal: Terminations pursuant to Sections 2 and 6 above shall not be subject to the grievance and arbitration provisions of this Contract.

ARTICLE 23. SENIORITY:

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

Section 2: Departmental Seniority shall apply to the following:

- (a) Departmental Shift Bids - Management retains the right to assign officers with special skills to shifts as required, by seniority. Management has the right to re-examine the status of employees with three or more years of tenure on the same shift and may reassign based on that review. The officer re-assigned will select their choice from the remaining shifts. For the purpose of this Article, the meaning of shifts will be day, swing, or graveyard.
- (b) An employee requesting a voluntary transfer from a special assignment will, after reorientation, have the ability to select the shift of their choice.
- (c) End of Shift Overtime – At the end of a shift, overtime will be offered per the seniority list on that shift. This process will repeat for each incident of overtime.

- (d) **Call Out – When call out is needed, the on-duty supervisor will offer call out per seniority. This process will repeat for each incident of call out.**
- (e) **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 HPOA represented positions only.

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

- (a) **The CITY may eliminate any position.**
- (b) **The CITY will notify the Henderson Police Officers Association prior to any City Council action that relates to a reduction in force.**
- (c) **Notice of at least thirty (30) calendar days will be given to BARGAINING UNIT employees whose positions are eliminated through a reduction in force. In lieu of notice, an equivalent amount of salary, based on the employee's regular work schedule, will be paid to the employee.**

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

- (a) **All BARGAINING UNIT employees that are serving the twelve month probationary status within the classification that is to be eliminated shall be laid off first.**
- (b) **BARGAINING UNIT employees whose positions are eliminated shall be permitted to exercise his/her CITY seniority to move laterally or downward to a position within the BARGAINING UNIT for which they meet the minimum requirements as determined by the Director of human Resources or his/her designee.**
- (c) **BARGAINING UNIT employees who are not placed in other positions may elect to accept the reduction in force or pursue displacement procedures.**
- (d) **Displacement procedures will take place in the following:**
 - (1) **Once a position within a classification has been identified for elimination within a department, the least senior employee in that classification position within the department will be first to be eliminated.**

- (2) The displaced employee will, in turn, displace the least senior employee in the classification.
 - (3) If there are no other positions within the classification, the regular employee whose position has been eliminated will displace the least senior employee in the BARGAINING UNIT in any lower paying classification previously held by that regular employee.
 - (4) An employee who has been displaced as a result of this procedure will have the same rights under Section 2.e.3 as the employee whose position was eliminated.
 - (5) If the displaced employee does not meet the requirements of the previously held classification due to changes in the classification or employee qualifications, or if the classification no longer exists, the employee's qualifications will be reviewed by the Director of Human Resources or designee to determine if there are other placement options within the BARGAINING UNIT.
- (e) Notice of at least 30 calendar days must be given to employees whose positions are to be eliminated through Reduction in Force. In lieu of notice, or less than 30-day notice, an employee shall be paid the amount of salary the employee would have, received based on the employee's regular work schedule, had a 30-day notice been given.

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

- (a) If displacement options have been exhausted, employees will be placed on a Reduction in Force (RIF) Eligibility List for all classifications that they have previously held within the BARGAINING UNIT. Employees will remain on the RIF Eligibility List for that classification for a period of three years, or a period equal to their length of employment, whichever is less.
- (b) The RIF Eligibility List will have precedence over all other Eligibility Lists.
- (c) Displaced employees on Reduction in Force (RIF) Eligibility Lists will be considered eligible for BARGAINING UNIT in-house recruitment, for positions for which they are qualified, for a period of three years, or a period equal to their length of employment, whichever is less.
- (d) If more than one employee is placed on the RIF Eligibility List, the employees will be ranked in order by seniority for each classification previously held. The employee with the most seniority within the classification will have the first option when a position becomes available in that classification.

- (e) An employee who is placed in a position from such a RIF Eligibility List may be required to pass a background check and a qualifying period. The employee will be placed at the step closest to the step that he/she was at prior to the RIF.
- (f) Employees on RIF Eligibility Lists waive their reinstatement privileges if they fail to respond to a re-employment notice within fifteen calendar days after notice is mailed to the last known address.

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

- (a) Requests shall be submitted to the Human Resources Director and will require the approval of the City Manager, Human Resources Director, and the former department head before the individual making the request can be placed upon the rehire list for that classification. The individual making the request shall be notified in writing upon approval or denial of request. All decisions of the Human Resources Director will be final.
- (b) The rehire list will be utilized in the same manner as an open competitive list and the hiring authority will have the opportunity to conduct selection interviews with individuals from both lists.
- (c) Individuals placed on the rehire list will remain on that list for a maximum of one year.
- (d) Upon rehire, employees will have their salary set at the current entry level for the classification and serve a probationary period consistent with the current time period for that classification.
- (e) Individuals rehired will be subject to the same background procedures currently being utilized for new hires and may be subject to additional testing as deemed necessary by the Human Resources Department.

ARTICLE 25. BULLETIN BOARDS:

Section 1: The CITY shall provide a bulletin board in a location agreeable to both the BARGAINING UNIT and CITY.

Section 2: The bulletin board may be used by the BARGAINING UNIT to post notices of interest to the employees. BARGAINING UNIT 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 BARGAINING UNIT as they relate to the employees in the BARGAINING UNIT.

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

ARTICLE 26. RULES AND REGULATIONS:

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

Section 2: Members of the BARGAINING UNIT 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 BARGAINING UNIT 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 UNION President, or his designee, thirty (30) days prior to the proposed change.

ARTICLE 27. LUNCH AND REST PERIODS:

Section 1: Rest Periods: Personnel will be allowed a ten (10) minute rest period in the first half of the shift and a ten (10) minute rest period in the second half of the shift.

Section 2: Lunch Break: Employees of the Police Department shall be allowed a lunch period not to exceed one (1) hour for police personnel and forty-five (45) minutes for corrections personnel. Personnel will not be called away from their rest or meal periods unless an emergency situation exists. In the event that an employee is called away from his meal period due to an emergency, the supervisor shall make a second meal period available to the employee whenever possible.

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

ARTICLE 28. PHYSICAL AGILITY TEST:

Section 1: No member of the BARGAINING UNIT 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 BARGAINING UNIT as quickly as possible to insure efficiency and promote employee morale. Should any employee, group of employees or the CITY feel aggrieved, including the claim of unjust discrimination or any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustment shall be sought.

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

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

All grievances must be filed in writing, with the UNION Grievance Chairman or designee, within fourteen (14) calendar days after.

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

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

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

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

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

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

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

STEP 2: If a grievance exists the GRIEVANCE COMMITTEE shall, with or without the physical presence of the aggrieved employee, within fourteen (14) working days from the date of receipt of grievance, present a signed written grievance to the Police Chief or designee for adjustment.

STEP 3: The Police Chief or representative shall arrange for such meetings with the GRIEVANCE Chairman and the President or designee and make such investigations as are necessary. The Police Chief or designee shall respond in writing to the GRIEVANCE COMMITTEE Chairman and the President or designee within fourteen (14) working 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 GRIEVANCE COMMITTEE Chairman and the President or designee shall present the grievance, in writing, to the City Manager through the Manager of Labor Relations or Human Resources Director. The City Manager or designee will then make a determination within fourteen (14) calendar days from the date of submission to him/her.

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

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

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

- (b) The President or designee shall strike the name of the first arbitrator.
- (c) The arbitration hearing shall be conducted under the rules of the Federal Mediation and Conciliation Service.

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

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

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

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

ARTICLE 30. BARGAINING UNIT REPRESENTATION:

Section 1: The CITY agrees to allow three (3) employee representatives of the BARGAINING UNIT to sit at the bargaining table for the purpose of negotiations without loss of pay or deduction from the employee's leave time.

- (a) If for any reason additional employee(s) are needed for informational purposes, upon agreement by the CITY and the BARGAINING UNIT, said employee(s) will be called in the meeting without loss of pay.

Section 2: The President of the Henderson Police Officers Association, as being the representative of the BARGAINING UNIT, will be given authority to enter the premises of the CITY during any shift for the purpose of investigating working conditions of employees covered by this Agreement, to assist in the settlement of grievances arising under this Agreement, and to post notices

relative to the BARGAINING UNIT activities, after notifying the CITY or his supervisor of their presence on the job. It will be required that the BARGAINING UNIT designate for each shift an Executive Board member for the purpose of handling grievances (the President or his designee).

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

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

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

(b) The BARGAINING UNIT agrees not to exceed five (5) individual requests for HPOA leave at one time and, under normal circumstances, no two of the five individuals can be from the same shift of the Department unless authorized by the Division Commander. All leave will be approved by the Police Chief or designee.

(c) UNION members may elect to donate annual leave time up to a collective total of two hundred (200) hours annually. This leave may accrue to a maximum of two hundred (200) hours for the purposes of carry-over for use in UNION-related business. This leave has no cash value.

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

ARTICLE 31. CHECK-OFF:

Section 1: The CITY agrees to deduct from the paycheck of each employee within the BARGAINING UNIT who has signed an authorized payroll deduction form such amount as has been designated by the UNION as UNION dues and is so certified by the Treasurer of the UNION. The UNION 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 UNION within one (1) month after such deductions. The employee's authorization for such deduction is revocable at the will of the employee, provided by the

law, and may be so terminated at any time by the employee giving thirty (30) days written notice to the CITY and the UNION or upon termination of employment.

Section 3: The UNION 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 UNION 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:

Section 1: The CITY shall provide liability protection for every member of the UNION. 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 the BARGAINING UNIT signatory hereto hereby warrant and represent that they have the authority to act for, bind and collectively bargain in behalf of the organization which they represent, during the term of this Agreement.

ARTICLE 34. SAVINGS CLAUSE:

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

ARTICLE 35. DEFINITIONS:

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

Administrative Transfer: Administrative transfers occur to enhance operations, further the department's mission, or improve efficiency and effectiveness. These transfers will also occur when an act compromises the integrity of the individual or unit, and/or the performance of the employee creates an environment where the employee loses effectiveness in the unit.

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

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

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

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

Call-Out: When an employee returns to work on assignment during off-duty hours after the employee has left the normal duty location.

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

City 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 contract, 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 employee from one classification to a different classification which is on a lower salary grade than the original classification.

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

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

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

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

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

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

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

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

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

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

Negotiations: The process of collective bargaining between the CITY and the UNION that determines the contract between the CITY and the UNION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Transfer: The formal movement of an employee 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 awarded on the basis of merit.

ARTICLE 36. DURATION OF AGREEMENT:

Section 1: This Agreement, dated this ____ day of _____, 2003, shall be effective during the 2003 - 2008 fiscal years and shall remain in full force and effect until such time as a new Agreement is negotiated or until statutory impasse procedures have been exhausted, whichever occurs sooner, subject to the continued representation of the BARGAINING UNIT by the Henderson Police Officers 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, 2008.

(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, 2008.

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

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

CITY OF HENDERSON, NEVADA

ATTEST:

By: _____
Philip D. Speight
City Manager

Monica M. Simmons, CMC
City Clerk

**HENDERSON POLICE OFFICERS
ASSOCIATION**

ATTEST:

By: _____
Timothy T. O'Neill, President

David C. Burns, Vice President

APPROVED FOR SIGNATURE:

By: _____
Shauna M. Hughes
City Attorney