



**Memorandum of Agreement**  
**Between**  
**The City of Henderson and the**  
**Henderson Police Officers' Association**  
**October 16, 2013**

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**Issue: Modifications to Existing Agreement**

The City and its three public safety unions entered into negotiations in a good faith effort to create a separate and distinct collective bargaining agreement covering employee benefit plans ("benefits agreement"). With the ratification of such an agreement, modifications to the current agreement must be documented.

This memorandum acknowledges the changes to the current Agreement between the Henderson Police Officers' Association and the City due to the new benefits agreement. *All provisions of the July 1, 2009 through June 30, 2010 collective bargaining agreement ("existing agreement"); the three-year extension of this Agreement dated May 17, 2010 and the results of wage and benefit negotiations and a one-year extension of the same Agreement dated July 10, 2012; remain in full force and effect until modified by future negotiations between the parties.*

**Modification of Existing Agreement**

**Article 9 Insurance:**

Articles 9, Section 1 through Section 4, are rendered null and void due to the ratification of the benefits agreement.

**Modification to Article 9 Section 5 Language:**

Section 5      The City will ~~continue to make a one percent (1%) of base pay~~ **make a ten dollar (\$10.00) lump-sum** contribution each pay period to a retirement health saving (RHS) account **for each employee covered by the Agreement. Effective the pay period that includes January 1, 2014, the \$10.00 per pay period contribution will be increased by 3.5%.**

The modification to Article 9 Section 5 reflects the Memorandum of Agreement addressing retiree medical funding; specifically, "**Funding of the Sub-account,**" and includes the \$20 per pay period contribution to the sub-account by HPOA members.

**Clarification of Article 2 Section 4 of the Benefits Agreement**

Article 2 Section 4 contains the following language, "*A deceased employee's final paycheck, including wages earned and all payable leave accruals per this Agreement,...*"

The payable leave accruals references language in the **existing agreement** specific to paid leaves and this inaccurate reference within the benefits agreement in no way infringes on any language in the existing agreement.

**Clarification of Voluntary Employee Severance Program (VESP) Language**

The memorandum covering retiree medical pricing includes the following language; *"Any retiree that participated in the Voluntary Employee Severance Program is not eligible for this benefit."*

This language references any VESP offering from 2009 through the most recent offering and impacts current employees that may have accepted the VESP and will leave the City sometime in the future. While it is highly doubtful that the City would conduct another VESP initiative; if it were to do so, the program design and associated benefits would be established at that time.

**City of Henderson, Nevada**

  
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Jacob L. Snow  
City Manager

**Henderson Police Officers' Association**

  
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Norman R. Halliday  
President

**ATTEST:**

  
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Sabrina Mercadante, MMC  
City Clerk

**REVIEWED AND APPROVED AS TO FORM:**

By:   
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Josh M. Reid  
City Attorney