



Memorandum of Agreement
Between
The City of Henderson and the
Henderson Police Officers' Association
July 10, 2012

Issue: Extension of the current Collective Bargaining Agreement between the HPOA and the City of Henderson

The parties have agreed to extend the current collective bargaining agreement through June 30, 2014. The terms of this extension are:

ARTICLE 14. HOLIDAY PAY:

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

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| 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. | Nevada Day | Last Friday in October |
| 8. | Veterans Day | November 11 th |
| 9. | Thanksgiving Day | Fourth Thursday in November |
| 10. | Family Day | Friday following Thanksgiving |
| 11. | 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 |
| 12. | Christmas Day | December 25 th |

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

Section 2: All full time employees shall receive ten (10) hours of holiday pay at straight time. For those employees that are required to work on the holiday, they will receive (premium pay) of double time for hours worked on their regular shift. Should an employee, work overtime on a holiday, they would be paid for that overtime per the provisions of Article 19 of this Agreement.

- (a) For the Correction Facility, a HPOA Member working the holiday will be paid holiday pay as outlined above and the double time (premium pay) for their regular hours on their assigned shift that day.
- (b) For the Correction Facility, should the HPOA Member assigned to the eight-hour shift on the holiday work beyond the end of their shift, they would receive the

double time (premium pay) for up to ten (10) hours before reverting to overtime at time and one-half.

- (c) Graveyard shift employees who start their shift on the day prior to the designated holiday and the majority of their regular hours worked are on the actual designated holiday, will record all their regular hours on the holiday and receive the double time premium pay for all regular hours.
- (a) Graveyard shift employees who start their shift on the designated holiday and the majority of their regular hours worked are on the day after the actual designated holiday, will record all their regular hours on the day after the designated holiday and be paid their normal rate of pay for the day.

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

Section 4: Floating Holiday: HPOA members will be eligible for a two (2) floating holidays each calendar year, beginning ~~in July 2009~~ **January 1, 2013** and each January 1st thereafter. The floating holiday will be scheduled in the same manner as annual leave. The floating holiday must be used within the calendar year and cannot be carried over to the following year. If an HPOA member schedules their floating holiday and is then called into work during their normal work hours, they would be paid as if they were working any holiday defined in Section 1.

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

Section 5: Holiday on a Normal Day Off: Should a holiday fall on the HPOA Members regularly scheduled day off, the Member shall ~~have the option to either~~ bank hours for future time-off with pay ~~or be paid ten hours of holiday pay.~~

- (a) HPOA Members will be allowed to bank **an unlimited number of holiday hours for the term of this extension.** ~~up to one hundred and sixty (160) total hours.~~ Holiday hour banks will carryover from year to year and must be utilized prior to termination or retirement. Any hours remaining at termination or retirement will be forfeited. Banked holiday hours must be scheduled in the same manner as annual leave.
- (b) In the event of an HPOA Members' death, the CITY shall pay 100% of the Members unused banked holiday hours to the beneficiary(s) as designated in their City-provided Life Insurance form.
- (c) In the event an HPOA Member is subject to layoff per the provisions of Article 23 of this Agreement, they would be paid for unused banked holiday hours at the time of layoff.

Section 6: Holiday Staffing: The parties recognize the City's right to determine staffing levels across the Department on designated holidays. When double squad days occur on a

holiday and the City does not require both squads to work, one of the two squads will be required to work. Should members of the assigned squad request time off on the holiday and it is granted, vacancies on the assigned squad will be filled by interested officers from the other squad in seniority order.

ARTICLE 22. SENIORITY:

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.

City of Henderson, Nevada




Jacob L. Snow
City Manager

Henderson Police Officers' Association



Norman R. Halliday
President

ATTEST:



Sabrina Mercadante, CMC
City Clerk