Resolution No. 6176

"Exhibit 1"

Agreement No. 14-1496

Collective Bargaining Agreement

July 1, 2011 through June 30, 2017

Electrical Bargaining Unit

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PREAMBLE

This Agreement is made pursuant to the Local Government-Employee Management Relations Act by and between the City of Boulder City, Nevada, a local government employer, hereinafter referred to as "City", and Teamsters Local 14 representing General Sales Drivers, Delivery Drivers and Helpers, and representing the Public Sector, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", as the recognized bargaining agent for those positions identified in Article 1. All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the City and the Union.

Article 1. Classification and Representation

Section 1. The City and the Union agree that the classifications set forth in Exhibit A are represented by the Union.

Section 2. Representation by the Union for these classifications listed in Section 1 of this Article shall cease to exist at such time that less than fifty percent (50%) of the employees so classified are not dues paying members in good standing of the Union.

Section 3. Prior Conditions: No employee who, prior to the date of this Agreement, was receiving more than the rate of wages designated in the hourly wage schedule contained herein for the class of work in which the employee was engaged shall suffer a reduction of the rate of wages because of adoption of this agreement.

Section 4. New Classifications: The City and the Union agree to comply with the provisions of NRS 288.170. The City shall notify the Union, in writing, of its intent to establish any new classification and state its determination whether the new classification is or is not a bargaining unit classification. Upon receipt of the notification from the City, the Union shall, within five (5) working days, notify the City, in writing if it believes the new classification belongs in the bargaining unit. The parties shall meet within five (5) working days to attempt to resolve the dispute. If the Union and the City cannot agree, the City's action may be submitted to the Employee-Management Relations Board as provided under NRS 288.

Section 5. This Agreement shall cover and be limited to all full-time, permanent appointments as specified in Section 1 above.

Article 2. Union Membership

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

Section 2. Union membership shall carry no validity in the reclassification of any employee.

Article 3. Hiring Procedures

Section 1. The City shall notice all permanent position openings, referenced in Article 1, Section 1, and shall advise the Union in writing of such notice.

Section 2. The Union may refer applicants in response to position openings in accordance with the City/employment application process.

Section 3. Membership or non-membership with the Union shall not constitute any criteria for employment with the City.

Section 4. Initial employment with the City shall be based solely upon competitive examination and at the sole discretion of the City.

Section 5. The City shall notify the Union and the Head Steward, in writing, of all hires and separations within the bargaining unit.

Section 6. All initial appointments shall be subject to a probationary period of twelve (12) months. Any absence in excess of one (1) workweek shall automatically extend the probationary period by a like amount.

a. The City reserves the right to extend said probationary period for an additional six (6) months or fraction thereof, not to exceed a total of eighteen (18) months.

b. The Union shall be notified, in writing, of such extensions.

c. An employee currently serving an initial probationary period is not eligible to be considered for in-house promotional recruitments within the Teamsters Bargaining Unit(s).

d. Any employee currently serving an initial probationary period may apply for any position that is posted as an open competitive recruitment, open to the public.

(1) If an initial probationary employee is selected, they will serve the full required probationary period of the new position from the date of appointment to the new position.

e. During the initial probationary period the employee shall receive and discuss with the appropriate supervisor a progress memorandum that reviews the employee's performance before the end of the sixth month of the

initial probationary period. The employee shall be evaluated for retention in their position before the end of the twelve (12) month probationary period.

Section 7. Transfers - Voluntary and Involuntary

1.) Voluntary transfers - All voluntary transfers requested by the employee, 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 six (6) months, not to exceed a total of twelve (12) months, unless the qualifying period needs to be extended pending the employee receiving required certification(s) within eighteen (18) months of the date of appointment to the classification.

b. The Union shall be notified, in writing, of such extensions.

c. An employee who is not confirmed in the voluntary transferred classification at the end of the qualifying period shall be returned to the employee's previous classification and pay rate.

d. During the qualifying period the employee shall receive and discuss with the appropriate supervisor a progress memorandum that reviews the employee's performance before the end of the third month of the qualifying period. The employee shall be evaluated for retention in the transferred position before the end of the six (6) month qualifying period.

2.) Involuntary Transfers - Involuntary Transfers 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 six (6) months, not to exceed a total of twelve (12) months, unless the qualifying period needs to be extended pending the employee receiving required certification(s) within eighteen (18) months of the date of appointment to the classification.

b. The Union shall be notified, in writing, of such extensions.

c. An employee who is not confirmed in the involuntary transferred classification at the end of the qualifying period shall not have the right to return to the employee's previous classification and pay rate and employment shall be terminated.

d. During the qualifying period the employee shall receive and discuss with the appropriate supervisor a progress memorandum that reviews the employee's performance before the end of the third month of the qualifying period. The employee shall be evaluated for retention in the transferred position before the end of the six (6) month qualifying period

Section 8. Part-time employees who have worked at least three (3) continuous months with the City and meet the qualifications of the position may compete on in-house promotional examinations. If they successfully complete testing they will be placed on a separate hire list. The first opportunity for hire will come from the full time in-house list; the second opportunity for hire will come from the part-time in-house list. Placement on either list is not a guarantee of employment. If no selection is made from either list, an outside recruitment will be undertaken.

Article 4. Seniority

Section 1. Seniority shall be granted on the basis of the employee's continuous service to the City. Continuous service is defined as that not broken by dismissal or resignation without reinstatement.

Section 2. Seniority shall commence from the actual date an employee first renders paid service in a regular position. In the event seniority between two or more employees is the same, seniority will be determined by using the employees' ranking on the hiring list. The employee higher on the list will be more senior. Seniority defined this way is applicable to

reduction in force procedures. Seniority shall commence from the original date of appointment to classification/grade regarding all other issues including, but not limited to annual leave requests and shift bids.

Section 3. An employee shall not be entitled to any seniority rights during the initial probationary period of employment, but shall accrue seniority rights upon conclusion of the probationary period from the actual date an employee first renders paid service in a regular position. Any employee placed on permanent status, from a temporary appointment, may be credited with such temporary time served towards the employee's probation period. An employee shall not be entitled to seniority rights while on temporary appointment.

Article 5. Promotion

Section 1. The term 'promotion' means the advancement of an employee to a post of a 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 six (6) months, not to exceed a total of twelve (12) months, unless the qualifying period needs to be extended pending the employee receiving required certification(s) within eighteen (18) months of the date of appointment to the classification.

b. The Union shall be notified, in writing, of such extensions.

c. An employee who is not confirmed in the promotional classification at the end of the qualifying period shall be returned to the employee's previous classification and pay rate.

d. During the qualifying period the employee shall receive and discuss with the appropriate supervisor a progress memorandum that reviews the employee's performance before the end of the third month of the qualifying

period. The employee shall be evaluated for retention in the promotional position before the end of the six (6) month qualifying period.

Section 2. Insofar as practicable and consistent with the best interest of the service, all vacancies will be filled by promotion from within after an examination has been given and a promotional list established.

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

a. Examination may consist of written, oral, physical, mental, training and experience, performance tests, or any combination thereof, at the discretion of the City.

b. The preparation and actual conduct of every examination shall be under the direction of the City.

c. Notice of examination is to be given at least ten (10) days prior to the date of examination. The notice shall be posted in the City Hall and copies distributed to each department for posting and review by the employees, at least ten (10) days prior to the closing date for filing the applications.

d. In all examinations, the minimum rating by which eligibility may be achieved shall be established by the Personnel Administrator with the approval of the City Manager. Such minimum ratings shall apply also to the ratings of any part of the test. Candidates shall be required to attain at least a minimum rating on each part of the test in order to receive a passing grade on the remaining parts of the test.

e. The final earned rating of a competitor shall be determined by averaging the earned rating on each part of the examination in accordance with the weights established for each part prior to the examination.

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.

(1) Whenever identical ratings are received, names will be arranged in order of application dates.

(2) Neither priority in date of application nor examination shall give any other advantage.

(3) The appointment shall be made by the Department Head, upon written approval of the City Manager, unless there are less than four names on the list in which case the Department Head may request a new examination.

g. Eligibility Lists shall remain in effect for such time as is prescribed by the City.

Article 6. Separation

Section 1. Resignation. A full-time employee who resigns shall submit the employee's resignation, in writing, to the employee's Department Head and give at least two weeks notice.

a. The City Manager, on the recommendation of the Department Head, may shorten or waive the notice period at the City Manager's discretion.

Section 2. Temporary Employment. Temporary or limited term employment of an employee so engaged may be terminated prior to its expiration date at any time without any appeal.

Section 3. Nonconfirmation of Appointment. If, during initial probationary period, an employee's performance or conduct is not satisfactory, or if the employee proves unsuited to the work, or if the employee fails to qualify medically or in any other way as defined by the classification specification, the appointment will not be confirmed, but terminated. A decision not to confirm an employee's probationary appointment may not be

appealed or grieved. The Union shall be notified whenever a bargaining unit eligible employee is separated because of non-confirmation of appointment.

Section 4. Unsatisfactory Service. An employee, who has completed the probationary period, may be terminated if the employee's performance or conduct is not satisfactory or if the employee proves unsuited to the work, as follows:

a. It shall be considered unsatisfactory service if the employee does not or cannot perform the function of the assigned position, or

b. If the employee fails to establish satisfactory working relationships with other employees with whom the employee is working, or

c. For just cause as established in the Disciplinary process.

Section 5. Mental or Physical Disability. When, on the advice of a qualified physician designated by the City Manager, it is determined that an employee is incapable of performing the essential duties of the position satisfactorily because of a physical or mental impairment which is likely to continue indefinitely or to recur frequently, the appointment shall be evaluated for reasonable accommodation. If no accommodation can be reasonably made, the appointment shall be terminated.

Section 6. Abandonment of Post. An employee absent from duty without notice in excess of three (3) work days shall be considered to have abandoned the employee's post and the employee's appointment shall be terminated provided that the employee's Department Head made a reasonable effort to locate the employee during the three work days. Reasonable effort shall be satisfied if the Department Head or designee tries to contact the employee at the employee's address by certified letter and/or two witnessed calls to the

employee's telephone number as the information is recorded in the employee's official personnel file.

Section 7. Abolition of Post and Procedure in Force Reduction.

a. The City Council in the interest of the City may require the abolition of any post and a consequent reduction in force.

b. When a post of indefinite duration, which is filled, is abolished, a reduction in force shall take place in accordance with the following principles:

(1) Competition for retention shall be limited to other bargaining unit employees holding posts requiring similar qualifications, performing similar duties, and at the same grade.

(2) Preference for retention shall be based first upon the ability to perform the job and this being equal, seniority shall be the determining factor.

(3) As a result of the application of the reduction in force procedure, the City Manager may cause the transfer, or the reduction in grade, or the combination of the two, or termination of the employee.

(4) An employee's appointment shall not be terminated before the employee has been made a reasonable offer of reassignment, if such offer is immediately possible.

(5) Termination under this Section shall require the giving of at least two week's notice to the employee or payment in lieu of notice of an equivalent amount of salary.

(6) There shall be no appeal from action under this rule where seniority is a deciding factor.

Section 8. Rules for Reemployment or Transfer - Forced Reduction. Any employee transferred, reduced in grade, or terminated, under forced reduction shall have the right to reemployment, employment, retransfer provided:

a. An appointment is to be made to any post for which the employee is qualified within the bargaining unit.

b. Not more than one year has elapsed since the reduction in force action.

c. The employee does not waive the employee's right or if the employee fails to signify their interest to accept immediately within fifteen (15) calendar days after notice is mailed to the employee's last known address, by certified mail.

Section 9. Separation-Reemployment List. Regular employees separated from the service through a reduction in force, and for no other reason, may request, in writing within sixty (60) days after RIF, that they be placed upon a reemployment list.

a. Such placement shall be in order of their efficiency as demonstrated while employed in their respective departments and their length of service with said department.

b. The reemployment list and the relative positions shall be established by the Personnel Administrator and certified by the City Manager.

c. The eligibility of all persons on the reemployment list will expire one year from the date upon which they are placed on the list. Continuation beyond the one year period of eligibility as above provided, may be granted at the discretion of the City upon application by the person concerned to the Personnel Administrator.

d. The reemployment list shall be given preference over the regular employment list whenever vacancies shall occur in the competitive service.

Section 10. Written notification

a. All separation/termination notices given by the City shall be in writing, shall set forth the reasons for such separation/termination and shall be given to the employee directly. If the employee is unavailable for direct service the notice shall be sent by certified mail to the employee's last known address. All time periods regarding appeal or grievance of the separation/termination shall start on the day following the day the certified letter was sent.

Article 7. Discipline, Demotion, or Discharge

Section A.

1. The right to issue discipline is vested exclusively with the City.

2. The purpose of disciplinary action is to be corrective and will be used by the City to prevent work deficiencies, to seek improvement to the appropriate standards, and to ensure that City policies/procedures are followed.

3. The City will follow progressive discipline, unless circumstances warrant more severe actions. The City reserves the right to skip one or more steps in appropriate cases based on the severity of the offense. Progressive discipline may include one or more of the following steps:

A. Documented Verbal Counseling;

B. Written Reprimand, (sometimes also referred to as a "Written Warning");

C. Suspension;

D. Demotion; and

E. Termination.

4. The City may only discipline, demote, or terminate an employee who has completed the initial probationary period with just cause. Similar disciplinary offenses shall receive like discipline except in cases where the offense jeopardizes the safety and well being of the public or other employees.

5. The purpose of each discipline shall be as follows:

A. Documented Verbal Counseling- to communicate to the employee a violation of a work rule, City policy or procedure, or deficiencies in their work and that a repeat action may result in further discipline. It may include or also contain direction on how the employee is to correct the violation.

B. Written Reprimand- a written communication to the employee for the same purposes as set out in 5(A) above or to inform the employee that a same or similar offense has been committed, and that a repeat offense may result in more severe discipline. It may include direction on how the employee is to correct the violation.

C. Suspension- is the removal of an employee from duties without pay. The notice of the suspension shall contain the reasons for the suspension, past discipline on which the City relied, if any, to issue the suspension, and may include direction to the employee on how to correct the violation.

D. Demotion- is the reduction of an employee's pay step or classification. The notice of demotion shall contain the reasons for the demotion and past discipline on which the City relied, if any, to issue the demotion.

E. Termination- is the dismissal of the employee from service

with the City. The notice of termination shall contain the reasons for the termination and past discipline on which the City relied, if any, to issue the termination.

6. When an allegation is made against an employee(s), or when the City receives an allegation against an employee and the City determines an investigation is warranted, if the City determines it is in its' best interest to remove the employee from the premises, it may place the employee on administrative leave pending the conclusion of the investigation. An employee on administrative leave during the investigation may be on leave with or without pay. Administrative leave pending investigation is not considered disciplinary action.

7. Any employee who receives a documented verbal counseling, written warning, suspension, demotion or is terminated, shall receive a copy of the notice and shall sign a receipt to acknowledge having received the document. Such acknowledgement of receipt is not an admission to any allegations contained in the notice.

8. Employees shall receive copies of all disciplinary notices placed in their personnel files and shall have a right, within fourteen (14) calendar days of issuance of the disciplinary notice, in addition to any appeal and/or grievance rights, to submit a written rebuttal. The written rebuttal shall be reasonable in length, relate directly to the disciplinary notice and will be filed with the disciplinary notice.

9. Notices of discipline and rebuttals shall not be used for progressive disciplinary purposes on the following schedule:

A. Written Reprimands shall not be used after twelve (12)

months have passed with no disciplinary notices having been issued to that employee.

B. Documented Verbal Counseling shall not be used after twelve (12) months have passed with no disciplinary notices having been issued to that employee.

C. Any disciplinary action occurring during the aforementioned time periods shall extend all disciplinary actions until the appropriate amount of time has passed for the oldest infraction.

D. Performance Evaluations are exempt from this Article.

10. Any non probationary employee of the City shall be entitled to have a Union representative (field representative or union steward) present during an investigatory interview which may result in discipline.

Section B: Discipline and Disciplinary Procedure:

1. Discipline can be administered for any violation of any provision of this Labor Agreement.

2. Discipline Categories are: conduct, attendance and performance. Each category is defined below.

3. The following list of offenses shall be used in identifying offenses for which employees shall be given the appropriate penalty or discipline measure. However, since this list is not all inclusive, management personnel may identify offenses other than those listed and subsequently initiate the appropriate disciplinary action.

A. - <u>Conduct Category:</u>

1. Insubordination;

2. Alcohol or substance abuse on the job;

3. Conduct unbecoming an employee;

4. Conduct which discredits the CITY;

5. Acts of moral turpitude;

6. Granting an improper privilege;

7. Threatening or striking another person;

8. Intentionally falsifying CITY documents;

9. Intentionally giving false statement during an investigation;

10. Engaging or conspiring in the theft of CITY property or supplies;

11. Theft of the personal property of others;

12. Sexual or racial harassment action;

13. Violation of the criminal laws of the United States, State of Nevada, or any other state of which, had it occurred in Nevada, would be a crime in Nevada;

14. Violation of any provision of the Charter of the CITY;

15. Violation of department policies;

16. Outside employment that conflicts or interferes with assigned duties;

17. Improper use of one's employment with the CITY for the employee's personal and/or financial advantage;

18. Unauthorized use and/or destruction of CITY property, equipment and/or materials;

19. Solicitation as a CITY employee for money, goods, or services not specifically authorized by the City Manager or designee;

20. Acceptance or solicitation of a bribe or any compensation intended to influence the employee in the performance of their duties for the CITY;

21. Divulgence of any confidential material to anyone not authorized to receive it;

22. Malfeasance, misfeasance or misconduct in office.

B. - Attendance Category:

1. Tardiness;
2. Sick leave abuse;
3. Unexplained absence from duty;
4. Abandonment of post: Termination for abandonment of post shall be deemed to be for just cause.

C.-Performance Category:

1. Safety: Willful violation of safety practices in performance of duties, including operation of CITY equipment and vehicles.
2. Unsatisfactory Service: An employee who has completed the probationary period may be terminated or subject to disciplinary action if their performance or conduct is not satisfactory.

   Unsatisfactory Service is:

   1. If the employee fails to perform the functions of the assigned position;
   2. If the employee fails to establish and maintain cooperative working relationships;
   3. Incompetence;
   4. Inefficiency;
   5. Neglect of duties.

Section C. Types of Discipline:

An employee whose conduct, attendance or performance is considered unsatisfactory shall be subject to discipline. Depending on the nature and severity of the offense or performance problem, any one of, or combination of,

the following types of discipline may apply: counseling, written reprimand, suspension, demotion, probation, and/or termination.

1. Informal Discipline: The identification of an employee's unsatisfactory behavior and the opportunity is given to the employee for correction. Informal discipline consists of counseling and oral warning. This means the Supervisor counsels the employee regarding their unsatisfactory behavior and may give the employee an oral warning.

2. Formal Discipline: Specific unsatisfactory behavior(s), continued unsatisfactory behaviors, or committing offenses of such serious nature that requires immediate expulsion from work, are subject to the formal discipline process. Formal discipline may consist of any one or a combination of the following:

a. Written Reprimand: An employee receives official written notice to correct continued unsatisfactory behaviors.

b. Suspension: An employee may be suspended with or without pay as a disciplinary measure. Suspension without pay requires a pre-disciplinary hearing approved by the City Manager, or designee.

(1) 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.

c. Demotion: An employee may be demoted as a result of a disciplinary action. Demotion requires a pre-disciplinary hearing approved by the City Manager or designee.

d. Probation: An employee may be placed back into a probationary period not to exceed six (6) months in an effort to further evaluate and rehabilitate the employee. Same infraction during a probationary period may be subject to termination without recourse to the grievance and arbitration provisions of this Agreement.

e. Termination: An employee may be terminated as a result of disciplinary action. Any termination under this Article shall be in writing and shall set forth the reasons for such termination. Prior to termination, excluding temporary or probationary employees, the employee shall receive a pre-disciplinary hearing approved by the City Manager or designee.

Section D. Discipline Appeal Process:

1. When an employee is served with a written disciplinary notice, issued by the Department Head or designee, the employee may:

A. Appeal the Written Reprimand; or

B. File a Disciplinary Grievance on a Suspension, Demotion, or Termination, subject to the deadlines and procedures below.

2. Appeal

A. An appeal shall be made in writing and received by the Department Head within fourteen (14) calendar days of disciplinary notice and state the reason why the employee is disputing the written reprimand.

B. The Department Head shall have a meeting with the employee, and the Union representative, within fourteen (14) calendar days of receiving the appeal. For the purpose of attempting to resolve appeals as early as possible, the parties, at any meeting prior to and at the meeting described in this section, shall make full disclosure to each other of all facts and evidence then known to them which bear on the appeal. This shall include the right of the employee to inspect the employee's personnel file.

C. If the meeting does not resolve the appeal, the Department Head will have fourteen (14) calendar days to provide a written statement with a decision upholding the discipline, modifying the discipline, or removing the discipline. Such statement will contain the reasons for the

decision, with a copy to the employee, the employee's personnel file and the Union.

D. If the employee disagrees with the decision, the employee may, within fourteen (14) calendar days of the decision, submit a written appeal to the City Manager, accompanied by all correspondence on the matter. The City Manager, after consultation with the appealing employee and/or the Union representative and the Department Head will make a final determination on the matter within fourteen (14) calendar days.

E. Except as set out below, the City Manager's decision shall be final.

Section 3. Disciplinary Grievance

A. A disciplinary grievance shall be made in writing and received by the Department Head within fourteen (14) calendar days of the disciplinary notice and state the reason why the employee is disputing the suspension, demotion or termination.

B. The Department Head or designee shall have a meeting with the employee, and the Union representative within fourteen (14) calendar days of receiving the disciplinary grievance. For the purpose of attempting to resolve disciplinary grievances as early as possible, the parties, at any meeting prior to, and at the meeting described in this section, shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance. This shall include the right of the employee to inspect the employee's personnel file.

C. If the disciplinary grievance is not resolved at the meeting described in B above, the Department Head shall have fourteen (14) calendar days to provide a written statement with a decision upholding the discipline, modifying the discipline, or removing the discipline. Such

statement will contain the reasons for the decision, with a copy to the employee, the employee's personnel file and the Union.

D. If the employee disagrees with the decision, the employee may, within fourteen (14) calendar days of the decision, submit the disciplinary grievance to the City Manager, accompanied by all correspondence on the matter. The City Manager, after consultation with the grieving employee and/or the Union representative and the Department Head will make a determination on the matter within fourteen (14) calendar days.

E. The decision of the City Manager on the disciplinary grievance may be referred to arbitration by written arbitration notice from the Union or the party who filed the disciplinary grievance to the City Manager within fourteen (14) calendar days from delivery or mailing of the written decision from the City Manager.

F. The arbitration notice shall contain a Request for Arbitrator from the Federal Mediation and Conciliation Service. The City Manager or designee shall sign the joint request and forward it to the FMCS. Each party shall pay half the cost of the fee.

G. Upon receipt of list of seven arbitrators, the parties shall contact each other and take alternative strikes, with the Union striking first. Each side shall have the option to once reject the panel in its entirety.

H. The arbitrator so selected shall hold a hearing at a time and place convenient to both parties and shall take such evidence as in the arbitrator's judgment is appropriate for the disposition of the grievance.

I. Upon close of the hearing, the arbitrator shall have thirty (30) days to reduce the decision to writing and submit it to the respective parties.

J. The arbitrator shall neither add to, subtract from,

nor modify, the language of the Contract in arriving at a determination. The arbitrator shall expressly confine the arbitration award to the specific issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted, or in the absence thereof, the question raised by the parties. The decision of the arbitrator shall be final and binding on the parties.

Section 4. Each party shall be responsible for bearing its own costs for representation and preparation of the case, including witnesses and transcript if requested.

Section 5. The fees and expenses of the arbitrator, the cost of the hearing room, and the cost of the court reporter, if requested by the arbitrator, shall be shared jointly by the parties. Should an individual employee file a disciplinary appeal or grievance the City shall promptly notify the Union.

Section 6. An employee has the right to have a Union representative at each step of the process, and a Union representative has the right to participate in each step of the process.

Section 7. The time limits in this Article may be waived or extended by mutual agreement of the parties in writing. Any grievance filed or arbitration demand filed after the time limit shall be null and void.

Article 8. Grievance and Arbitration

Section 1. Definitions

In this article the following definition shall apply:

- "Grievance" - means a dispute raised by an employee or the Union, concerning the interpretation or application of any provision in this Agreement.

Throughout this article, the following definitions shall apply:

- "Days"- means calendar days.
- "Working Days" - means the days Monday through Friday but excluding any established holiday set forth in this agreement. Whenever a period of time is specified, the day of the event or action which commences the period shall not be included when calculating the length of period. If the last day for responding and acting is a Saturday, Sunday or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday or contract holiday.

Section 2. The City and the Union recognize that the goal of this grievance and arbitration procedure is to attempt to resolve the grievance at the lowest level possible with the least amount of time and resources.

A. A representative of the Union, designated by the Union, shall be promptly notified by the City of any grievances filed by individual employees.

B. A Union representative or steward, designated by the Union, has the right to be present at any grievance meeting called for the purpose of discussing an employee grievance.

Section 3. Informal Resolution - The employee, or Union representative (field representative or shop steward), should first confer with the supervisor or with such other person as the City may designate and attempt to settle the matter.

Section 4. Initiating a Grievance

A. An employee, in the case of an individual grievance, or the Union must initiate the grievance procedure by completing a grievance form which must be received by the employees Department Head, with a copy to the City Manager within fourteen (14) calendar days of the date after the matter in dispute or disagreement is alleged to have occurred, provided however, a grievance concerning rates of pay covered by this agreement shall be presented within fourteen (14) calendar days of tha date the employee could reasonably be expected to discover the alleged improper payment.

B. A meeting shall be held with the Department Head or designee and the Union to resolve the grievance within fourteen (14) calendar days following the receipt of the written grievance. For the purpose of attempting to resolve grievances prior to arbitration, the parties, at any meeting prior to, and at the meeting described in this section, shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance.

C. If the grievance is not resolved in the meeting described in B above, the Department Head shall, within fourteen (14) calendar days, provide a written statement with a decision sustaining or denying the grievance. Such statement will contain the reasons for the decision, with a copy to the employee, if an employee initiated the grievance, and the Union.

D. If the employee disagrees with the decision, the employee may, within fourteen (14) calendar days of the decision, submit the grievance to the City Manager, accompanied by all correspondence on the matter. The City Manager, after consultation with the grieving employee and/or the Union

representative and the Department Head will make a determination on the matter within fourteen (14) calendar days.

E. The decision of the City Manager on the grievance may be referred to arbitration by written notice from the Union or the party who filed the grievance to the City Manager within fourteen (14) calendar days from delivery or mailing of the written decision from the City Manager.

F. Such notice shall contain a Request for Arbitrator from the Federal Mediation and Conciliation Service. The City Manager or designee shall sign such joint request and forward to the FMCS within seven (7) calendar days. Each party shall pay half the cost of the fee.

G. Within fourteen calendar days of receipt of the list of seven arbitrators, the parties shall contact each other and take alternative strikes, with the Union striking first. Each side shall have the option to once reject the panel in its entirety.

H. The arbitrator so selected shall hold a hearing at a time and place convenient to both parties and shall take such evidence as in the arbitrator's judgment is appropriate for the disposition of the grievance and shall render a decision in writing within thirty (30) days after the closing of the hearing.

I. Arbitration Fees and Costs

The fees and expenses of the arbitrator, the cost of the hearing room, and the cost of the court reporter, if requested by the arbitrator or jointly agreed to by the parties, shall be shared jointly by the parties. Each party will bear its own expenses of representation and presentation of

its case, including witnesses, and including the cost of any transcript for the party's own use.

J. Arbitrator's Authority

The Arbitrator shall have no power to add to, to subtract from or to change any of the terms or provisions of the Agreement. His or her jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement. Further, the arbitrator's decision will be final and binding upon all parties concerned.

Section 5. Time Limits

1. The time limits in this Article may be waived or extended by mutual agreement of the parties in writing. Any grievance filed or arbitration demand filed after the time limit shall be null and void.

Article 9. Rules and Regulations

Section 1. The Union agrees that its members shall abide by, and enjoy such benefits of the rules and regulations of the City of Boulder City that are not in conflict with, or otherwise covered by this Agreement.

Section 2. The City shall present to the Union copies of departmental rules, if any, and shall make such rules available to employees.

Section 3. A bulletin board(s) shall be furnished by the City, located mutually satisfactory to both the Union and the City. Said bulletin board(s)

shall be used by the Union to post notices of interest to the employees. The Union agrees to submit two (2) copies of all notices posted by the Union or Union Representative to the Office of the City Manager at the time of posting.

Section 4. Nothing in this Agreement shall be interpreted nor applied to cause the City or the Union to violate their policy on non-discrimination. The City and the Union shall cooperate to assure that no employee or applicant for employment is discriminated against by reason of race, religion, creed, color, national origin, disability, sex, sexual orientation, gender identity or expression or age.

Article 10. Safety and Health

Section 1. Union personnel are not to be employed in riots or other civil disorders without police protection.

Section 2. The City shall provide protective clothing, as it may deem necessary.

Section 3. An employee believing any working condition or machinery is unsafe shall immediately call it to the attention of the employee's immediate supervisor for corrective action.

Section 4. Should the supervisor conclude that the working condition or equipment is within safety measure, and the employee insists to the contrary, the matter shall be brought to the attention of the Department Head and Union Shop Steward for conclusive action.

Section 5. If the Department Head and the Union Shop Steward are unable to agree at this time, the Department Head shall take whatever appropriate action he/she deems necessary.

Section 6. Commercial Driver's Licenses and Physicals Associated with the Commercial Driver's License.

Section 7.Commercial Driver's License: Non-probationary employees whose position requires a State of Nevada Commercial Driver's License will be reimbursed for the cost of their State of Nevada Commercial Driver's License along with the required endorsements upon the following procedures:

Non-probationary employees to obtain or renew the valid State of Nevada Commercial Driver's License along with the required endorsements from the State of Nevada Department of Motor Vehicles. Once the license and endorsement(s) are obtained the employee shall provide his/her supervisor with a receipt(s) from the Nevada Department of Motor Vehicles showing the type of license and endorsement(s) obtained, along with an itemization of the cost of the Commercial Driver's License and required endorsement(s). Upon presenting said receipt(s) to the supervisor, the supervisor will initiate a City disbursement form for reimbursement. Upon the Finance Department's receipt of the disbursement form, the City of Boulder City will reimburse the employee through the normal accounts payable schedule of the CITY.

Commercial Driver's License Physicals: For those non-probationary employees required to obtain a Commercial Driver's License, the physical associated with the Commercial Driver's License will be paid for by the City in accordance with the following procedures: The employee must obtain his/her Commercial Driver's License physical with a physician and/or facility designated by the CITY. Eligible employees must notify the Personnel

Department of the need for a Commercial Driver's License physical within three (3) weeks of the expiration of the employee's current medical card. The Personnel Department will provide the employee with a signed authorization form for the physical indicating the name and/or facility, address and telephone number of the CITY's designated physician, to enable the employee to schedule his/her appointment. If any employee chooses to use a physician or facility not designated by the CITY, the CITY will not reimburse the employee for any costs associated with the physical.

Section 7a. Employees may not obtain Commercial Driver's Licenses, renewals, and/or physicals on CITY time but may use accrued annual leave or compensatory time for this purpose.

Section 8. Employees who, in the course of their duties, fail to observe or correctly apply established safety practices or do not use appropriate safety equipment as provided by the CITY shall be subject to disciplinary action. The foregoing also applies to the operation of CITY equipment and CITY vehicles.

Article 11. Management Rights

Section 1. The City and the Union agree that the management officials of the City possess the sole right to operate the City and that all management rights remain with the City officials.

a. Those rights include, but are not limited to, the following:

(1) The right to direct its employees;

(2) The right to hire, direct, assign, promote, classify, suspend, demote, discharge, or take disciplinary action against any employee;

(3) The right to maintain the efficiency of its governmental operations;

(4) The right to relieve any employee from duty because of lack of work, or lack of funds, or for any other legitimate reason;

(5) The right to determine appropriate staffing levels and work performance standards;

(6) The right to determine the content of the work day including, without limitation, work load factors;

(7) The right to determine the quality and quantity of services to offer to the public, and the means of offering those services;

(8) The right to issue, amend or revise policies, rules, regulations and practices legitimately necessary to carry out all managerial and administrative prerogatives;

(9) The right pursuant to NRS 288 to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or a civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency.

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

Article 12. Strikes and Lock-Outs

Section 1. The Union on behalf of itself, its members, agents, and employees it represents, hereby pledges not to strike (as defined in NRS 288.070), nor to call, authorize, participate or engage in any strike, including but not limited to any picketing, sympathy strike, work stoppage, slow-down or sit-down against the City under any circumstances.

This Agreement is a guaranty by the parties that for its duration there will be no lock-outs, strikes, suspension of work, slow-downs, or sick-outs, and that all complaints, grievances or disputes arising out of the interpretation of application of this Agreement will be settled pursuant to its grievance and arbitration machinery.

Article 13. Union Representatives

Section 1. The Secretary-Treasurer and/or the employee's Business Agent and/or the shop steward as representatives of the Union shall be given authority to enter the premises of the City during any shift for the purpose of conducting Union business such as 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 Union activities and to ascertain adherence to the agreement.

Section 2. Whenever a representative of the Union plans on entering the City property for the purpose of conducting Union business or meets employees at a work site for the purpose of conducting Union business, the Union representative shall notify the City Manager or designated representative and the employee's immediate supervisor of their presence, the purpose of the visit and the expected duration of the visit.

Section 3. Shop stewards will be permitted to use a reasonable amount of time for the purpose of attending meetings with City management related to grievances or appeals of employees represented by the shop steward. Release time will not be unreasonably withheld, but will only be granted upon advance

approval by the employees' immediate supervisor and will be scheduled so as to minimize interruption of City business.

Section 4. It is agreed that the Union representatives and shop stewards shall conduct himself(s)/herself(s) in such a manner so as not to interfere with the efficient operations of the City.

Section 5. The City agrees to allow two (2) employee representatives 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 employees are needed for informational purposes, upon agreement by the negotiating teams, said employee(s) may be called in the meeting without loss of pay. The negotiating teams shall determine what expertise is needed.

Section 6. The Union shall notify the City, in writing, of all current officers of Local #14 that are empowered to represent employees under this contract.

Section 7. The Union shall notify the City of the names of any Stewards that are appointed by the Union within 15 calendar days of the appointment. The City is not required to recognize anyone as a steward until written notice of appointment is received from the Union by the City Manager.

Article 14. Check-Off

The City agrees to deduct from the wages of each Union member, upon the request of the employee, the sum certified as monthly Union dues and initiation fees, voluntary contributions to D.R.I.V.E., and deliver the same to the Union treasurer. The employee's authorization for such deductions is

revocable, subject to the conditions stated on the check-off authorization or upon termination of employment.

If any controversy arises on account of such deductions the Union will furnish, at no expense to the City, competent legal counsel and the Union agrees to indemnify, save and hold the City harmless from any and all expenses, costs, or liability incurred by the City which is directly related to such controversy.

Article 15. Warranty of Authority

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

Article 16. Savings Clause

This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by statue, or 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 or provisions affected.

Article 17. Local Government Employee-Management Relations Act

Each party reserves all rights as set forth in the Local Government Employee-Management Relations Act (the "Act") (NRS 288.010 and following). In this context, the parties acknowledge that in respect to any non-mandatory subject of bargaining as defined in the Act which may be included in this Agreement, the City is not waiving or in any way limiting its right pursuant

to the Act to refuse to bargain over non-mandatory subjects during these or in future negotiations.

Article 18. Fidelity Bond

When the City requires a fidelity bond of any employee, the premium of said bond shall be paid by the City.

Article 19. Liability Insurance

The City shall provide liability insurance for all unit employees to cover accidents occurring while in performance of employment from claims of the public as well as City employees.

Article 20. Compensation for On Duty Injuries

Section 1. Since Nevada State Law prescribes all employees to be covered under workers compensation benefits, payment for medical and surgical treatment as well as compensation for lost work time and other benefits shall be as determined by the Nevada Revised Statutes and the Nevada Administrative Code.

Section 2. The following is intended to supplement the aforestated coverage:

A. Five Days or Less -

In the event a full-time, permanent employee incurs a disabling on-the-job injury and the employee is determined to be eligible for workers compensation benefits, the employee will receive the employee's regular wage from the City when the injury results in a bona fide need for the employee to remain off the job for five (5) days or less (4 days in the event of a four day work week), and such compensation will not be charged against the employee's accumulated leave.

B. Over Five Days -

In those instances where the workers compensation administrator makes a determination that the employee is eligible for lost time benefits and the employee's base wage is not entirely protected, the City will pay the employee, upon application by the employee and approval of the City Manager, based on the three (3) criteria listed in Section 2C below an amount equal to the difference between the lost time compensation received and the employee's normal wage, for a period not to exceed thirty (30) calendar days from date of injury. Such supplemental payments will not be charged against accumulated leave. For ease of administration, the employee will turn over to the City the lost time payments received from the administrator, and the City will issue the employee's regular paycheck.

C. Additional Ninety Days -

If the employee is unable to return to work after the 30th calendar day, and workers compensation lost time payments are continued, the City, upon application by the employee will extend supplemental payment for a longer period of time, not to exceed an additional ninety (90) calendar days (total time is 120 calendar days from date of injury). Such extensions shall be subject to the City Manager's determination that the employee meets the following conditions:

1. That the employee is receiving workers compensation benefits.

2. That the employee was engaged in the performance of the employee's job at the time of the injury.

3. That the employee was adhering to all safety rules and practices, departmental rules and procedures and City rules and regulations.

If the City Manager finds that the employee should not be granted a supplemental payment extension, the employee, at the employee's option, may elect to make up the employee's difference between the lost time compensation received and the employee's regular wage by using accumulated leave on a continuous basis.

4. If an employee entitled to disability compensation has not completed the employee's initial probationary period, the employee shall utilize accrued sick leave to fully account for any absence. Subsequent to the expiration of sick leave, the employee's compensation will be limited to that provided by NRS Chapter 616 or 617 and the employee will be placed in a leave without pay status.

D. Return to Work

Before an employee may return to work following a disabling, on-the-job injury, the employee shall present a release from the attending physician. Any questions concerning an employee's fitness to return to work may result in the employee being required to consult, at the City's expense, a qualified physician of the City's choice. In administering the provisions of the policy, the City may exercise such safeguards as are deemed appropriate and necessary to protect the City's and the employee's interest including the requirement for a medical examination by the City designated qualified physician.

E. Health Insurance

The City shall continue to pay the City's portion of the employee's health insurance premium during the period of coverage by workers compensation benefits, for a maximum period of 18 months from the date of injury.

Section 3. In the event of a Family Medical Leave, referring to the Family Medical Leave Act of 1993, leave days used will be charged against any Family Medical Leave time in accordance with the Family Medical Leave Act policy of the City.

Article 21. Compensation for Non-Service Incurred Accidents or Illness

Section 1. An employee who is incapacitated due to non-service incurred accident or illness shall be entitled to draw the employee's full wage against sick, comp time, or annual leave accrued to the employee's benefit.

Section 2. The City shall continue to pay the City's portion of the employee's health insurance premium during the use of accrued sick, comp time, or annual leave during the time of absence from work from the City or for a period of one month following the month in which the accident or illness was incurred, whichever is greater.

Section 3. Annual leave, comp time and sick leave must be used continuously in full normal workday increments.

Section 4. In the event of a Family Medical Leave, referring to the Family Medical Leave Act of 1993, leave days used will be charged against any Family Medical Leave time in accordance with the Family Medical Leave Act Policy of the City.

Article 22. Retirement

Section 1. Employer-Pay Contribution Plan

The City will pay the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by this Collective Bargaining Agreement and by Chapter 286 of the Nevada Revised Statues (NRS).

Section 2. Increases And Decreases

Effective July 1, 2014, any future increase in the percentage rate of the retirement contribution above the rate set forth in NRS 286.421 will be borne equally by the City and employee and will be paid in the manner provided by NRS 286.421.

Any decrease of the retirement contribution will be shared equally by the City and the employee.

Section 3. Retirement Contribution

The term retirement contribution does not include any payment for the purchase of previous credit service on behalf of any employee.

Article 23. Time Records

Section 1. The employee shall sign and submit to the employee's supervisor a daily time sheet, electronic record or time card, indicating thereon the exact hours worked and the department in which the employee worked, and the work order number, if applicable. The City reserves the right to request any additional information on this report as it deems necessary.

Section 2. The supervisor shall certify as to the exactness of each time sheet, or time card, and shall submit such time control reports to the Department Head.

Article 24. Jury Duty

Section 1. Jury leave shall be granted as follows:

Full-time employees called to serve on jury duty shall receive their regular pay and submit all jury pay to the City. Those persons called but not selected to serve on the jury shall report back to work when excused. The travel allowance shall also be submitted by the employee to the City.

Article 25. Leave of Absence

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

a. Leaves of absence without pay shall be granted to an eligible classified employee in compliance with the provisions of the Family and

Medical Leave Act of 1993 and regulated by the Family and Medical Leave Act 'policy' of the City.

Section 2. Other Leaves of absence for employees.

Upon application to the employee's supervisor and Department Head, an employee shall be granted a leave of absence without pay for a period not to exceed ninety (90) calendar days without prejudice to the employee's status, providing that such application shall have first been approved by the employee's Supervisor, Department Head, and the City Manager. Any employee on such leave shall accrue no benefits or seniority until such time as the employee reports back to work. The City may fill the position on a temporary basis. If the employee does not return to work on the day specified in the approved leave of absence letter the employee shall be terminated in accordance with the abandonment of post process in this agreement.

Article 26. Military Leave

Section 1. Military leave shall be granted as follows:

When an employee enters the Armed Forces of the United States, whether by enlistments or by selective service, the following rules shall apply:

a. The employee shall be given military leave without pay.

b. During the period of military service the employee shall retain all rights to which the employee is entitled under the provisions of the Charter of the City and under the provisions of the City policies, and State and Federal Laws, 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 the employee's former position or an equivalent position in accordance with Title 38 of the US Code Annotated or any other State or Federal law relating to Veteran's reemployment rights.

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 the employee's former position in accordance with Subsection c.

e. An employee having a reserve status in any of the regular branches of the Armed Services of the United States or National Guard, upon request to serve under orders for training duty shall be relieved from the employees duties, upon request, to serve under orders on training duty without loss of pay for a period not to exceed fifteen (15) working days in any one calendar year. The employee shall file with the City a copy of such orders indicating thereon the date said duty is to commence and the date duty is to cease. The employee shall receive regular compensation in addition to military pay. It is understood that this provision is in accordance with NRS 281.145.

Article 27. Funeral Leave

Section 1. Funeral leave shall be granted as follows:

All full-time employees will be granted three (3) working days leave with pay in the event of a death in the immediate family, for making funeral arrangements and attending the funeral. "Immediate family" shall mean the employee's spouse, children or adopted children, father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, grandparents, grandchildren, or any natural or adopted child or grandchildren of the employee's spouse.

Section 2. Funeral leave may be increased to four (4) work days when funeral services are held 500 statute miles or more from Boulder City (five (5) work days in the event the employee works a five day work week).

Section 3. Whenever an employee is excused for funeral leave the employee shall provide a signed notice and it shall include the name of the departed, relationship, date of funeral (or services) and the location of the funeral (or services) and the leave dates within thirty (30) calendar days after the absence.

Article 28. Holidays

Section 1. The following days are designated and set apart as holidays for all employees:

a. New Year's Day, January 1st

b. Martin Luther King's Birthday, Third Monday in January

c. Washington's Birthday, Third Monday in February

d. Memorial Day, Last Monday in May

e. Independence Day, July 4th

f. Labor Day, First Monday in September

g. Nevada Day, Last Friday in October

h. Veteran's Day, November 11th

i. Thanksgiving Day, Fourth Thursday in November

j. Day after Thanksgiving, Fourth Friday in November

k. Christmas Eve, December 24th - Last half of shift

8-hour work shift - last 4 hours of shift

10-hour work shift - last 5 hours of shift

l. Christmas Day, December 25th

and any day that may be proclaimed by the City Council as a legal holiday.

Section 2. In addition to the holidays specified in Section 1 above, each employee covered by this Agreement shall be entitled to one (1) Floating

Holiday annually. Said holiday must be scheduled off in advance by the employee with the employee's supervisor and must be taken during the calendar year in which it is earned.

Section 3.

a. On such occasion as any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday except for those employees whose regular work day is Sunday, in which case the day shall be taken off.

b. Those employees authorized to work a four (4) day week (Monday - Thursday) who normally have Fridays off shall receive ten (10) hours compensatory time at a straight time rate for each holiday that falls on either a Friday or Saturday, five (5) hours compensatory time at a straight time rate should Christmas Eve fall on either a Friday or Saturday or Sunday.

c. In respect to employees not working a four (4) day week (Monday-Thursday), whenever a holiday falls on an employee's scheduled non-work day the employee shall receive eight (8) hours, or four (4) hours on Christmas Eve, compensatory time at a straight time rate except if the holiday falls on a Sunday in which case the employee shall take the day off. In respect to Christmas Eve, if the holiday falls on a Sunday those employees not working a four (4) day week (Monday - Thursday) shall receive four (4) hours compensatory time at a straight time rate.

Section 4. An employee required to work on any of the holidays listed in Article 28 above shall receive the employee's regular pay for the holiday (or compensatory time off in the event the holiday falls on a scheduled non-work day) and, in addition, shall be compensated at the rate of time and one-half (1 1/2) the employee's regular rate of pay for the hours

actually worked excepting emergency call outs which shall be compensated at two (2) times the regular rate of pay.

Section 5. In order to receive compensation for the holiday, the employee must work or be on annual leave, or sick leave the work day preceding and/or following a holiday. In case of sick leave, documentation may be required by the supervisor in the form of a doctor's certificate.

Article 29. Annual Leave

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

a. 2 weeks after 1st year

b. 3 weeks after 2nd year

c. 4 weeks after 10th year

d. 5 weeks after 15th year

Section 2. Employees may carry over a maximum of the equivalent of two years accrued annual leave. Any annual leave which exceeds the allowed maximum will be forfeited on December 31st of each year.

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

Section 4. Applications for annual leave must be submitted to, scheduled and approved by the Department Head in advance of taking leave. The

City retains the right to deny or to cancel annual leave if such denial or cancellation is necessary for the efficient operations of the City.

Section 5. No annual leave will be paid unless the employee has completed the employee's probationary period, provided that no payment shall be made if the employee is separated during the employee's first year of service.

Section 6. There shall be no "pay in lieu of time off" paid for annual leave days, except for those hours referred to in Article 29, Section 9.

Section 7. Seniority will constitute a factor in vacation scheduling.

Section 8. In the event of a Family Medical Leave, referring to the Family Medical Leave Act of 1993, annual leave days accrued, will be charged against any Family Medical Leave time in accordance with the Family Medical Leave Act Policy of the City.

Section 9. Employees may elect to exchange up to a maximum of forty (40) hours of annual leave for forty (40) hours pay, subject to the following conditions:

1. Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized by the City Manager.

2. To be eligible to exchange annual leave for pay, the employee must have taken the equivalent of at least two week's vacation during the twelve (12) month period immediately preceding the exchange.

3. Exchange privileges apply only to accrued annual leave.

4. The employee's accrued annual leave balance must be forty (40) hours or more at the time of exchange.

Article 30. Sick Leave

Section 1. Sick leave shall accrue at the rate of 4.615 hours per bi-weekly pay period for 10 hour per day employees and 3.692 per bi-weekly pay period for 8 hour per day employees. Employees who are in a non-pay status for part of a pay period shall have their sick leave accumulation reduced on a prorated basis. Employees shall be paid their current hourly rate of pay for all sick leave used, and such leave taken shall be charged as used.

a) Use of Sick Leave

Sick leave is for use in situations in which the employee must be absent from work due to:

1) His/her own physical illness or injury.

2) His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements.

3) The need to provide medical care for an ill or injured dependent child, spouse/domestic partner, or parent who resides in the employee's household. Medical care includes accompanying a dependent child, spouse/domestic partner, or parent who resides in the employee's household to medical appointments.

4) Medical or dental appointments for the employee; provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the work day.

5) Any disability.

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.

Section 2. In the event of a Family Medical Leave, referring to the Family Medical Leave Act of 1993, sick leave days accrued, will be charged

against any Family Medical leave time in accordance with the Family Medical Leave Act Policy of the City.

Section 3. Death: In case of death of an employee, 100% of the employee's unused sick leave shall be paid to the employee's beneficiaries.

Section 4. Retirement: An employee, upon retirement from the City under provisions of the Nevada State Retirement System or the Social Security Act, or mandatorily separated from City employment because of a job related disability shall be paid up to 720 hours accumulated sick leave.

Article 31. Insurance

Section 1. All City bargaining unit employees of the City shall participate in the Teamsters Health Insurance plan offered by the Teamsters Security Fund of Southern Nevada. Participation in the health insurance plan shall not require membership in the Union. This medical group benefits plan shall include but not be limited to health, life, dental and vision plans as administered by the Union. Any health maintenance options required to be available by law shall be made available exclusively through the Union. The City shall pay the trust fund as designated by Teamsters Local Union #14 up to the maximum amount per month per affected employee as shown below. The City shall collect the balance of the employee's share of the total monthly premium by payroll deduction if the City contribution does not cover the full premium cost of the insurance.

Section 2. Starting on June 1, 2014, the City shall contribute the maximum amount of $800.00 per month for twelve months from that date for each unit employee who is enrolled for health insurance.

Section 3. In the event that a majority of the Trustees of the Teamsters Security Fund for Southern Nevada vote that an increase in contributions is

necessary to maintain the level of benefits in effect then: Effective June 1, 2015 the City shall increase the monthly contributions by the amount specified by the Trustees to a maximum amount of $850.00 per month thirteen months from the union ratification date of this agreement.

Section 4. In the event that a majority of the Trustees of the Teamsters Security Fund for Southern Nevada vote that an increase in contributions is necessary to maintain the level of benefits in effect then: Effective June 1, 2016 the City shall increase the monthly contributions by the amount specified by the Trustees to a maximum amount of $900.00 per month until the end of this agreement.

Article 32. Shift Arrangement, Overtime and Comp time

Section 1. Shift Arrangement - The work week shall consist of four (4) consecutive days, Monday through Thursday except in respect to water quality control employees whose work week may be four (4) days Monday through Sunday. And further excepting Golf Course employees. The Golf Course employees work week shall be a five (5) day work week with two (2) consecutive days off unless an alternate work schedule is adopted. The golf course schedule for employees covered by this contract may be adopted to fit the required man-power and seasonal needs of maintaining the golf course. The Alternate Work Schedule may be discontinued if the City shows, after good faith discussions with the employees and the Union that the Alternate Work Schedule is not in the best interest of the City. The City Manager's decision shall be final on the retention or adjustment of any Alternate Work Schedule. In any alternate work schedule program established, payment for overtime will be compensated for hours worked in excess of forty (40) hours in a work week. The treatment of paid holidays shall be addressed in any alternate work schedule program instituted under this provision by the City and the affected employees.

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 24 hours. Such notice shall not be required for emergency work.

Section 2. There shall be no split shifts.

Section 3. Overtime

a. Except for golf course employees, work in excess of ten (10) hours during one shift or forty (40) hours during one work week, shall be considered as overtime and compensated at time and one-half (1 1/2) the employee's regular rate of pay.

b. Golf course employees. Work in excess of eight (8) hours during one shift or forty (40) hours one work week, shall be considered as overtime and compensated at time and one-half (1 1/2) the employee's regular rate of pay. Unless alternate work schedule plans are in effect.

c. Any employee scheduled to work on a regular assigned day off shall be guaranteed two (2) hours work or pay at time and one-half (1 1/2) the employee's regular rate of pay.

Section 4. Work Day

a. Except for golf course employees, the normal work day shall be ten (10) hours and the normal work week forty (40) hours. This shall include a paid fifteen (15) minute rest period during the first five hours of the shift and a paid fifteen (15) minute rest period during the second five hours of the shift. The unpaid lunch break will be thirty (30) minutes and should be taken no earlier than four and one-half hours into the shift.

b. The normal work day for golf course employees shall be eight (8) hours and the normal work week forty (40) hours. This shall include a

paid fifteen (15) minute rest period during the first four hours of the shift and a paid fifteen (15) minute rest period during the second four hours of the shift. The unpaid lunch break will be thirty (30) minutes and should be taken no earlier than four and one-half hours into the shift. Unless alternate work schedule plans are in effect.

c. Equipment Mechanic Alternate Work Schedule

The work week for the Equipment Mechanic classification shall consist of four (4) consecutive days, Monday through Thursday, unless an Alternate Work Schedule is in effect. The Alternate Work Schedule for the Equipment Mechanic classification shall consist of four (4) consecutive days, Tuesday through Friday.

The City Manager may discontinue any alternate work schedule program if, in good faith, and after discussion with the employee and the Union, the City Manager determines that the Alternate Work Schedule is not in the best interest of the City. The City Manager's decision shall be final on the retention or adjustment of any Alternate Work Schedule.

In a ten (10) hour per day Alternate Work Schedule program, payment for overtime will be compensated for hours actually worked in excess of ten (10) hours during one shift or forty (40) hours in a work week. The treatment of paid holidays shall be addressed in any alternate work schedule program instituted under this provision by the City and the affected employees.

Holidays:

Those employees authorized to work a four (4) day work week (Tuesday - Friday) who normally have Mondays off shall receive ten (10) hours compensatory time at a straight time rate for each holiday that falls on either a Saturday, Sunday or Monday, or five hours compensatory time at a

straight time rate should Christmas Eve fall on either a Saturday, Sunday or Monday.

d. Any unusual circumstances causing deviation from the aforementioned hours shall be discussed by the Union and the City.

e. Full time City of Boulder City Golf Course employees may play golf at the Boulder City Municipal Golf Course at no charge in order to inspect, repair and/or report golf course conditions.

During free play, if minor repairs are needed such as broken sprinklers, etc., Golf Course employees shall ensure repairs are made. If major repairs are noticed such as burnt greens, etc., Golf Course employees shall report all major repairs to their Supervisor and the Parks and Recreation Director.

Section 5. Rest Periods

a. One 15-minute rest period will be allowed in the morning and one in the afternoon.

b. Rest periods will not fall within one hour of starting time, lunch breaks, or quitting time.

c. Specific rest period times may be arranged by the Supervisor for the most efficient application of personnel and equipment.

d. Rest periods are to be taken on the job site when the following basic requisites are present: shelter from the weather, restrooms, drinking water.

e. If the basic requisites are not on work site, then crew may go to the nearest conveniences. An additional five minute <u>maximum</u> will be allowed for travel to and from the work site, i.e., a total of 20 minutes.

f. If crew on work site requires more than basic requisites, then one member of the crew may leave to pick up necessities for other crew members.

g. City vehicles are not be used unnecessarily to transport personnel from job sites during rest periods.

h. It is expected that each crew member will use the employee's best judgment in deciding what circumstances constitute necessities.

Section 6. Comp Time

a. Because the work load of some functions fluctuates both within and beyond the payroll periods, employees may accumulate Comp Time rather than be paid overtime. The purpose of Comp Time is to allow employees to take paid time off in conjunction with work load lows rather than be paid at the overtime rate during workload peaks.

b. To accumulate Comp Time, employees may volunteer and the supervisor may allow the employee to accept time off rather than overtime pay. This Comp Time will be accumulated at the contractual rate earned. (If the payment for overtime is at the one and one-half time rate then the employee shall get one and one-half times of Comp Time for each hour of overtime worked. If overtime is at a double time rate then the Comp Time will be at the double time rate). No employee will be required to accumulate Comp Time rather than be paid at the overtime rate.

c. To use Comp Time employees must schedule their absence from work with their supervisor five working days in advance of the absence. Such absences will normally be scheduled when, based on the workload, manpower, or other recognizable needs, it will not place a hardship on the City or other employees.

d. Compensatory time off may accumulate to a maximum of eighty (80) Hours. Comp Time accumulation and usage will be reported to the Finance

Department by appropriate coding on the bi-weekly time cards. Comp Time balances will be reported to the employees on the paycheck stub in the same manner as vacation and sick leave hours are reported. If an employee accumulates and uses the same number of Comp Time hours within a pay period, the records may not show on the paycheck stub.

e. No employee may have an accumulated balance of Comp Time exceeding eighty (80) hours at the end of any pay period. Employees may not have a deficit Comp Time balance. Whenever an employee requests comp time in lieu of overtime and such comp time accrual would exceed eighty (80) hours the employee must be paid at the applicable overtime rate for all hours above eighty (80) that would otherwise be in the employee's comp time accrual balance.

f. Whenever an employee separates from City employment any unused Comp Time will be paid at a straight time hourly salary rate.

Article 33. Wages

Section 1. In lieu of a retro pay/wage increase for fiscal year 2012/2013, the City and the Union agree that classifications covered by this Agreement will receive within six months of the approval date of this agreement a paycheck equal to 80 hours at their hourly base pay.

Section 2. The abovementioned paycheck will allow the City to move to paying in arrears by two (2) weeks. After the receipt of the abovementioned paycheck, future payroll payments will be paid two weeks after the pay period end date.

The City and the Union agree that for the term of this Agreement the hourly base wage of the classifications covered by this Agreement shall be as set forth in Exhibits A, B, C and D.

Section 3. Starting the first full pay period in July 2013, the final hourly wage schedule of fiscal year 2013-2014 shall be increased by three percent (3.00%). The City and the Union agree that beginning the first full pay period in July 2013; the hourly base wage of the classifications covered by this Agreement shall be as set forth in "Exhibit A" and shall be the final hourly wage schedule for fiscal year 2013-2014. Retroactive pay for this period will be paid on a regular paycheck within three months of the approval date of this agreement.

Section 4. Starting the first full pay period in July 2014 , the final hourly wage schedule of fiscal year 2014-2015 shall be increased by three percent (3.00%). The City and the Union agree that beginning the first full pay period ; the hourly base wage of the classifications covered by this Agreement shall be as set forth in "Exhibit B" and shall be the final hourly wage schedule for fiscal year 2014-2015.

Section 5. Starting the first full pay period in July 2015, the final hourly wage schedule of fiscal year 2015-2016 shall be increased by two percent (2%). The City and the Union agree that beginning the first full pay period; the hourly base wage of the classifications covered by this Agreement shall be as set forth in "Exhibit C" and shall be the final hourly wage schedule for the fiscal year 2015-2016.

Section 6. Starting the first full pay period in July 2016, the final hourly wage schedule of fiscal year 2016-2017 shall be increased by two percent (2%). The City and the Union agree that beginning the first full pay period; the hourly base wage of the classifications covered by this Agreement shall be as set forth in "Exhibit D" and shall be the final hourly wage schedule for the fiscal year 2016-2017.

Article 34. Work Out-Of-Classification

Section 1. Temporary work assignments to an established classification of higher grade within the bargaining unit shall be compensated as follows:

a. If the assignment is for four (4) hours or more the employee shall receive a rate of pay at the lowest step in the higher classification which will provide at least a one (1) step increase for the time worked in the higher classification.

Section 2. Temporary work assignments to an established classification in a higher grade outside the bargaining unit shall be compensated as follows:

a. If the assignment is for four (4) hours or more employees who are appropriately directed in writing and who temporarily accept the responsibilities of a position/classification outside their bargaining unit at an hourly rate higher than their own shall be paid at the lowest step in the higher position which will provide at least a one (1) step increase for all time worked in the higher classification.

Section 3. No supervisor shall be allowed to work an employee in a higher classification and replace him/her with another employee for the purpose of not paying for the higher scale within a standard work shift for the work being performed.

Section 4. This article shall not apply to employees who request and are granted the opportunity to train and improve their effectiveness at a higher classification.

Section 5. Temporary work assignments to an established classification of lower grade shall be compensated to the employee at the employee's regular appointment, classification, and salary range.

Article 35. Emergency Call-Out Pay, Overtime Pay and Standby

Section 1. Employees having been called out on emergency, other than holidays, shall be paid at the classification at which they are directed to work at two (2) times the regular rate and shall be paid for no less than two (2) hours. Emergency overtime pay shall cease at the beginning of their regular shift.

Section 2. An employee having been directed by the employee's supervisor to work beyond the employee's regular work shift or who are scheduled to work on a regular day off shall be paid at the rate of time and one-half (1 1/2) for such time worked.

Section 3. Overtime Meal Policy

a. Employees called out one and one-half (1 1/2) hours or more before normal starting time, who work into their regular shift shall be given a meal break.

b. Employees required to work two (2) hours or more beyond normal quitting time shall be given a meal break.

c. Employees called in to work on an emergency on the weekend or a holiday for four hours or more shall be given a meal break if the time exceeds four (4) hours.

d. Meal breaks taken during overtime hours will be considered work time and shall not exceed forty-five (45) minutes in length.

e. Meal costs shall be limited to those which are appropriate at the time, but in any case are not to exceed $4.00 for breakfast and $6.00 for any other meal.

Section 4. Whenever an employee works more than fourteen (14) consecutive hours the employee shall be paid (or continue to be paid) at two times the regular rate of pay until such time as the employee is provided an unpaid three (3) hour rest break. The unpaid three (3) hour rest break shall be taken at the Supervisor's direction at any time after the fourteen (14) consecutive work hours. After the rest break the employee shall be paid at the straight time regular rate of pay if returning to a regular scheduled shift or at two (2) times the regular rate of pay if returning on emergency call out and emergency overtime pay shall cease at the beginning of their regular shift.

Section 5. Stand-by Time

Stand-by time is defined as time that an employee is assigned by schedule at least 7 days in advance, to be ready to work outside their normal work hours. Stand-by time may be required by the City for certain Blue Collar employees and shall be paid for at 1/4 the straight time rate of pay for all hours on stand-by, and shall not be included in the computation of overtime. During this time, the employee must be in the area, available and able to report to work at the City yards, if called, within forty-five (45) minutes if so notified by telephone, pagers or other electronic device provided by the City. Stand-by time shall be scheduled so that an employee does not have a day of stand-by time that is isolated from either a normal work day or another stand-by day.

Section 6. Rest time

Rest time will only be granted upon the approval from the Department Director or the Superintendent/Supervisor and such approval shall not be withheld unreasonably. Employees who are required to work overtime within the eight (8)/ten (10) hour period immediately preceding their scheduled starting time on a regular work day, shall be entitled to time off with straight time pay equal to time worked during this time frame. This is not applicable to a call-out or scheduled overtime of three (3) hours or less immediately preceding the employee's normal starting time.

If an employee is entitled to rest time off, such time off would normally begin at start of the regular shift. By mutual agreement between the employee and the Department Director and/or Superintendent/Supervisor, rest time may be taken during the last part of the regular shift. An employee shall not be required to work during his/her rest period provided adequate relief is available, however, should an employee be required to work during this period, he/she shall receive straight time for all time worked during his/her rest period in addition to his/her rest period pay.

Article 36. Protective Clothing and Safety Shoes

Section 1. When weather conditions warrant, the City shall make rain gear available for employees.

Section 2. The City shall provide employees with one (1) pair of work gloves. Should the gloves need replacement, the employees shall return the old gloves prior to being issued a new pair.

Section 3. Effective July 1, 2011 the City will pay $215.00 per year toward the purchase of safety shoes for each employee in the bargaining unit. The employee shall be required to wear safety shoes when on duty.

Section 4. The clothing provided for in this Article shall be worn and used only in respect to City employment. In this context, employees shall not wear the clothing for personal use.

Section 5. The employee shall be responsible for the loss of the clothing provided for in this Article.

Section 6. The City will provide uniforms of its choice to the employees in the Bargaining Unit. Enough uniforms will be provided so that each employee will have a clean uniform for each normal work day.

Section 6a. The City provides employees an annual safety shoe allowance as stated in this article. Employees are required to wear safety shoes while at work. Certain employees wear out their safety shoes before the annual shoe allowance period is over. The City shall allow for an additional allowance toward employee's safety shoes to the maximum amount as stated in this article if the originally purchased shoes are damaged when in the performance of the employee's duty within the annual limitation. Original damaged safety shoes must be brought in to the Public Works Director for verification of need of replacement before an additional allowance will be granted. The City shall allow for an additional allowance toward safety shoes if a "need to replace" has been established by the Public Works Director, above the normal allowance, to a maximum of one additional allowance for safety shoes, during this contract period.

The employee shall be liable for any loss or damage to the employee's safety shoes caused by the employee's negligence.

Section 6b. Shorts: Short pants are strictly voluntary for those employees who feel that short pants would improve their working conditions. Each division supervisor considered the desire of the employees concerning this issue while also considering work activities and related safety issues. This balance was used to define areas where short pants could be allowed:

a) Water & Sewer Division -All activities EXCEPT where safety considerations indicate that other attire should be worn.

b) Electric Division - No activities

c) Building Maintenance - all activities

d) Garage- all activities

e) Streets - all activities

f) Landscape - All activities EXCEPT - Weedeating equipment, push mowers, trimmers, edgers and spraying chemicals.

g) Golf Course - All activities EXCEPT - Weedeating equipment, trimmers, edgers and spraying chemicals.

Since this would be at the request of the employee, the CITY will not be subject to any cost incurred. The authorization to wear shorts may be withdrawn at the sole discretion of the CITY. Hemmed short pants will be a tan or brown reasonably close to the design and color of the City issued uniforms. The short pants will be knee length (walking shorts) or no more than three (3) inches above the knee, and provide a neat appearance.

The employees shall determine their work schedule for the time period from start of work until the first break, first break until lunch time, lunch time until second break, second break until end of day, so that the employee will be properly dressed during these four portions of the work day. In the event that there is a need to shift the employee who may be wearing short pants to a work activity requiring long pants, the employee will work with the supervisor to determine whether he/she will return to the shops to

redress, or work the remaining period in a safe manner and be in general conformance of Section 6b.

Article 37. Duration of Agreement

This Agreement, dated this 20th day of May, 2014, shall be effective from July 1, 2011 to June 30, 2017. However, this Agreement shall continue in effect until ten (10) days following receipt of the award of factfinder if statutory impasse procedures have been undertaken or such procedures may yet be implemented.

redress, or work the remaining period in a safe manner and be in general conformance of Section 6b.

Article 37. Duration of Agreement

This Agreement, dated this ____ day of _____, 2014, shall be effective from July 1, 2011 to June 30, 2017. However, this Agreement shall continue in effect until ten (10) days following receipt of the award of factfinder if statutory impasse procedures have been undertaken or such procedures may yet be implemented.

Agreement No. 14-1496

Electric Bargaining Unit Contract

July 1, 2011 through June 30, 2017

CITY OF BOULDER CITY, NEVADA

By: _____
Jay David Fraser, City Manager

Attest: _____
Lorene M. Krumm, City Clerk

Approved as to form: _____
David R. Olson, City Attorney

TEAMSTERS LOCAL 14 REPRESENTING
GENERAL SALES DRIVERS,
DELIVERY DRIVERS AND HELPERS AND
REPRESENTING THE PUBLIC SECTOR,
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS.

By: _____
Larry R. Griffith,
Secretary/Treasurer
Executive Officer

ELECTRICAL BARGAINING UNIT CITY EMPLOYEES
HOURLY WAGE SCHEDULE – HOURLY RATES (Paid Bi-Weekly)

Effective First Full Pay Period July 2011

ELECTRICAL BARGAINING UNIT CITY EMPLOYEES:		
Range	Position Title:	Step 1
16	Electrical Maintenance Technician Electric Lineworker Substation Maintenance Technician	$ 39.36
17	Senior Electric Lineworker	$ 41.36
		$ -
		$ -

ELECTRICAL BARGAINING UNIT CITY EMPLOYEES
HOURLY WAGE SCHEDULE – HOURLY RATES (Paid Bi-Weekly)

Effective First Full Pay Period July 2012

ELECTRICAL BARGAINING UNIT CITY EMPLOYEES:		
Range	Position Title:	STEP 1
16	Electrical Maintenance Technician Electric Lineworker Substation Maintenance Technician	$ 39.36
17	Senior Electric Lineworker	$ 41.36
		$ -
		$ -

ELECTRICAL BARGAINING UNIT CITY EMPLOYEES

HOURLY WAGE SCHEDULE – HOURLY RATES (Paid Bi-Weekly)

Effective First Full Pay Period July 2013 - Exhibit A

ELECTRICAL BARGAINING UNIT CITY EMPLOYE		3%
Range	Position Title:	STEP 1
16	Electrical Maintenance Technician Electric Lineworker Substation Maintenance Technician	$ 40.54
17	Senior Electric Lineworker	$ 42.60
		$ -
		$ -

ELECTRICAL BARGAINING UNIT CITY EMPLOYEES
HOURLY WAGE SCHEDULE – HOURLY RATES (Paid Bi-Weekly)

Effective First Full Pay Period July 2014 - Exhibit B

ELECTRICAL BARGAINING UNIT CITY EMPLOYE			3%
Range	Position Title:	STEP 1	
16	Electrical Maintenance Technician Electric Lineworker Substation Maintenance Technician	$	41.76
17	Senior Electric Lineworker	$	43.88
		$	-
		$	-

ELECTRICAL BARGAINING UNIT CITY EMPLOYEES

HOURLY WAGE SCHEDULE – HOURLY RATES (Paid Bi-Weekly)

Effective First Full Pay Period July 2015 - Exhibit C

ELECTRICAL BARGAINING UNIT CITY EMPLOYEES: 2%		
Range	Position Title:	[illegible]
16	Electrical Maintenance Technician Electric Lineworker Substation Maintenance Technician	$ 42.60
17	Senior Electric Lineworker	$ 44.76
		$ -
		$ -

ELECTRICAL BARGAINING UNIT CITY EMPLOYEES
HOURLY WAGE SCHEDULE – HOURLY RATES (Paid Bi-Weekly)

Effective First Full Pay Period July 2016 - Exhibit D

ELECTRICAL BARGAINING UNIT CITY EMPLOYEES: 2%		
Range	Position Title:	STEP 1
16	Electrical Maintenance Technician Electric Lineworker Substation Maintenance Technician	$ 43.45
17	Senior Electric Lineworker	$ 45.86
		$ -
		$ -