

BOULDER CITY POLICE PROTECTIVE ASSOCIATION AGREEMENT

July 1, 2012 - June 30, 2017

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## **Recognition**

Pursuant to the provisions of the Local Government Employee-Management Relations Act, Chapter 288, of the Nevada Revised Statutes, the City of Boulder City, Nevada, a local government employer, hereinafter referred to as "City" recognizes the Boulder City Police Protective Association, Nevada Association of Public Safety Officers (NAPSO)/Communications Workers of America, AFL-CIO, Local 9110, a local government employee organization, hereinafter referred to as the "Association" as the exclusive representative of City employees who are eligible to be represented by the Association except as limited by NRS 288. The Association makes this agreement in its capacity as the exclusive bargaining agent for the employees in the classifications identified in Article 1.

### **Article 1**

#### **Classification and Representation**

**1.1 - Classification:** The City and the Association agree that the classification set forth below is represented by the Boulder City Police Protective Association:

##### **Police Officer**

**1.2 - Duty assignments** such as Detective and ADP assignments are at the discretion of the Chief of Police. Duty assignments are not promotional, therefore, no property rights exist. Employees in these duty assignments are represented by the Association.

**1.3 - Definition of Regular Full-Time Employee:** Regular full-time employee as used in this agreement applies to those persons having a regular commissioned Civil Service appointment to the work force of the City who normally work eighty (80) hours per bi-weekly pay period on a scheduled basis. This Agreement shall cover and be limited to regular full-time employees.

**1.4** Determination of Bargaining Unit Status

- A.** The City and the Association agree to comply with the provisions of NRS 288.160 and NRS 288.170.
- B.** The City shall notify the Association, 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 Association 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 any dispute. If the City and the Association cannot agree, the City action may be submitted to the Employee-Management Relations Board as provided under NRS 288.

**Article 2. Association Membership /Check-Off**

**2.1 - Right to work:** Association membership shall be at the sole discretion of the employee. The City shall not interfere or coerce any peace officer in the exercise of lawful association activity. The City shall not discriminate, interfere, or assist in the formation or administration of the association. The City shall not discriminate in regard to hiring, tenure, or any term of condition of employment to encourage or discourage membership in the association. The City shall not discharge or otherwise discriminate against any peace officer because of Association membership or because the peace officer exercises lawful rights as an Association member. It is the right of every peace officer to join or refrain from joining the Association. In accordance with NRS 288 and NRS 289, the City shall adhere to those statutes, including but not limited to, all applicable local and federal laws afforded all association members.

**2.2 - Check Off:** The City agrees to deduct from the paycheck of each employee within the Association who has signed an authorized payroll deduction form such amount as has been designated by the Association as Association dues. The Association will provide the City, in writing, the current rate of membership dues. The City will be notified of any changes in the rate of membership dues 30 days prior to the effective date of such change.

Such funds shall be remitted by the City to the Treasurer of the Association within one (1) month after such deductions. The employee's authorization for such deductions is revocable at the will of the employee, as provided by law, and may be so terminated at any time by the employee giving 30 days written notice to the City and the Association or upon termination of employment.

**2.3 - Hold Harmless:** If any controversy arises on account of such dues deductions the Association will furnish, at no expense to the City, competent legal counsel and the Association 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 involving dues deductions only.

**2.4 - Notice of Investigatory Interviews:** Whenever an employee covered by this agreement, who is a member in good standing, is a party to an internal investigation as a subject or witness and is so notified as per Departmental Policy, such notice shall also be given to an Association Officer. Notification to the Association shall be completed within forty-eight (48) hours of the time the employee is notified of the required interview. Said notice from the City shall only include the fact that the member is being investigated per departmental policy and shall not include any information which may violate the members' rights to confidentiality concerning the particular matter.

**Article 3. Association/Management Cooperation & Association Business**

**3.1 - Discrimination:** Nothing in this Agreement shall be interpreted nor applied to cause the City or the Association to violate their policy on nondiscrimination. The City and the Association 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.

**3.2 - Association Officers:** The Association shall notify the City, in writing, by Oct 1<sup>st</sup> of each year of all current officers of the Association that are empowered to represent employees under this agreement. Any changes during the year will be evidenced to the City in writing within ten (10) working days of the change. The City is not required to recognize any Association Officer until written notification is received in the City Manager's office.

**3.3 - Employment Notification:** Within ten (10) working days, the Personnel Department shall notify the Association of all new hires and terminations within the bargaining unit. Such notice shall include the peace officer's name, title, and action taken. At the end of each pay period, the City payroll division shall provide the Association with a copy of each Association peace officer who was on no-pay status for that pay period.

**3.4 - Rules:** The Association agrees that its members shall abide by, and enjoy such benefits of the rules and regulations of the adopted Personnel Policies Manual of the City that are not in conflict with this Agreement. If the Agreement, Personnel Policies Manual do not address an issue or practice, association members shall follow the rules, regulations and existing practices of the Boulder City Police Policy Manual.

**3.5 - Bulletin Board:** It is the right of the Association to place a bulletin board of the agreed size in the agreed location in the officer's briefing room. The bulletin board may be used by the Association for the following: Notice of Association meetings, Association elections, Association committee reports, NRS/NAC related to the Association's business, Association activities, Association newsletter, matters affecting the Association as a representative organization, and all Association business of a reasonable and judicious nature. The Association agrees to submit a copy of all notices posted by the Association or Association representative to the Department Head at the time of posting.

**3.6 - Access to Department Mail Boxes and City Email system:** The Association shall be entitled to place reasonable notices and Association business documents in individual employee mail boxes as established within the Police Department. The Association shall also be permitted to send reasonable email notices to individual employees through the City computer system regarding Association business in accordance with City policy and practice on email usage.

#### **Article 4. Management Rights**

**4.1 - Managerial Prerogative:** The City and the Association agree that the management officials of the City possess the sole right to operate the City and the Department and that all management rights remain with City officials. These rights include, but are not limited to, the following:

1. The right to direct its employees;
2. The right to hire, direct, transfer, assign, promote, classify, suspend, demote, discharge, or take disciplinary action against any employee except when assignment or transfer is done as a part of disciplinary action;

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, subject to the Reduction in Force Article in this Agreement;
5. The right to determine appropriate staffing levels and work performance standards, except for employee safety considerations;
6. The right to determine the content of the work day including, without limitation, work load factors, except for employee safety considerations;
7. The right to determine quality and quantity of services to offer to the public, and the means and methods of offering those services;
8. The rights to issue, amend, or revise policies, rules, regulations, and practices legitimately necessary to carry out all managerial and administrative prerogatives, not in conflict with the express provisions of this agreement.
9. The right 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.

**4.2 - Exercise of rights:** 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.

**4.3 - Mandatory Subjects of Bargaining:** The Association acknowledges that in respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the City is not waving or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement.

#### Article 5. Strikes and Lock-Outs

**5.1 - Strike:** The Association 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 work stoppage, slow-down or sit-down against the City under any circumstances.

**5.2 - Lockout:** 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 the grievance and arbitration process contained herein.

#### Article 6. General Provisions

**6.1 - Warranty of Authority:** The officials executing this Agreement on behalf of the City and the Association 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.

**6.2 - Savings Clause:** This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties, provided, however, upon such invalidation of an article or section the parties agree to immediately enter into collective negotiation for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**6.3 - Fidelity Bond:** When the City requires a fidelity bond of any employee, the premium of said bond shall be paid by the City.

**6.4 - Liability Insurance:** The City shall provide liability insurance for all Association employees to cover accidents occurring while in performance of employment from claims of the public as well as City employees.

#### **Article 7. Compensation for On Duty Injuries**

**7.1 - Service Connected Injury:** 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.

**7.2 - Injury Length:** 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 days or less (4 days in the event of a four day work week), (3 days in the event of a three 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 7.2C 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 30<sup>th</sup> 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 related to the specific injury). In the case of injury on duty that involves a deadly weapon, the City, upon application will extend the above (Section 1C) supplemental payment for a longer period of time, not to exceed an additional one hundred and twenty (120) calendar days. 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 leave in accordance with all applicable articles of this contract (i.e., Articles 12, 13, 14, 15, 18) 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 Plan - 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.

#### **Article 8. Compensation for Non-Service Incurred Accidents or Illness**

**8.1 - Drawing Sick Leave:** An employee who is incapacitated due to non-service incurred accident or illness shall be entitled to draw full



wage against sick, comp time or annual leave accrued to the employee's benefit.

**8.2- Insurance Continuation:** 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.

**8.3 - Annual Leave, comp time and sick leave** must be used continuously in full normal workday increments or in hour-for-hour increments depending on the time necessary to account for off time utilized.

**8.4 - FMLA Provision:** In the event of a Family and Medical Leave, referring to the Family and Medical Leave Act of 1993, leave days used will be charged against any Family and Medical Leave time in accordance with the Family Medical Leave Act Policy of the City.

#### **Article 9. Retirement**

**9.1 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 Chapter 286 of the Nevada Revised Statutes (NRS).

**9.2 Increases And Decreases:** Effective July 1, 2014, the Association and the City agree any future increase above the current 40.6% contribution rate for employees participating in the Public Employee Retirement System (PERS) will be split equally by both the City and the employee, and shall be paid in the manner provided by NRS 286.421. Any decrease in PERS will be shared equally by both the City and the employee. For the purposes of this section an increase in the contribution rate to PERS shall mean a rate increase above the current 40.6% rate. The Section shall affect only the income subject to PERS.

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

#### **Article 10. Jury Duty**

**10.1 - Jury Service:** Jury leave shall be granted as follows: Employees called to serve on jury duty shall receive their regular pay and remit 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 be retained by the employee.

#### **Article 11. Court Pay**

**11.1 - Off Duty Court:** All employees required to appear off duty in any court as a witness for the prosecution or defense because of their official capacity as an employee of the City shall be paid at a rate of pay of time and one-half (1 ½) times the employees base rate of pay, for the time spent in court for a minimum of three (3) hours whenever a subpoena is submitted to and the overtime is approved by the City. All court compensation shall be returned to the City. This provision does not apply to civil actions unless the City is a litigant.

## Article 12. Holidays

**12.1 - Recognized Days:** The following days are designated and set apart as holidays for all employees:

- A. New Year's Day, January 1<sup>st</sup>
- 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 4<sup>th</sup>
- F. Labor Day, first Monday in September
- G. Nevada Day, last Friday in October
- H. Veteran's Day, November 11<sup>th</sup>
- I. Thanksgiving Day, fourth Thursday in November
- J. Day after Thanksgiving, fourth Friday in November
- K. Christmas Eve, December 24<sup>th</sup>
  - 8 hour work shifts last four (4) hours of shift
  - 10 hour work shifts last five (5) hours of shift
  - 12 hour work shifts last six hours of shift
- L. Christmas Day, December 25<sup>th</sup>

**12.2 - Weekend Holiday:** Holidays shall be observed on the date of the actual holiday except as otherwise provided for in this article.

**12.3 - Eligibility:** Employees shall receive holidays off only upon approval of the Chief of Police. Those employees receiving approval for having a holiday off shall be paid at their regular rate for that day or specific hours as indicated in Section 1 (K) Christmas Eve, above. Those employees who are required to work on a holiday shall be paid one and one-half (1½ times) times their current rate of pay in addition to regular pay. Such holiday pay shall consist of an additional eight (8) paid hours, (four (4) paid hours on Christmas Eve), at their base hourly wage for each holiday in the pay period for eight (8) hour per day employees. Depending on an employee schedule, such holiday pay may consist of an additional ten (10) paid hours, five (5) paid hours on Christmas Eve at their base hourly wage for each holiday in the pay period for ten (10) hours per day employees and twelve (12) paid hours, six (6) paid hours on Christmas Eve, at their base hourly wage for each holiday in the pay period for twelve (12) hour per day employees.

**12.4 - Holiday Work:** In order to receive compensation for the holiday, the employee must work or be on approved 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.

**12.5 - Floating Holiday:** In addition to the holidays specified in Section 12.1 above, each employee covered by this Agreement shall be entitled to one (1) Floating Holiday annually. Said floating holiday day 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.

## Article 13. Annual Leave

**13.1 - Purpose:** The Department and the Association agree that vacation leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business.

**13.2 Accrual:** Annual leave will accrue and be credited at the established rate according to the employee's years in service as follows:

- A. For first year's service, an amount equal to two (2) normal working weeks. (80 hours).
- B. From one year's service up to ten year's service, an amount equal to three (3) normal working weeks (120 hours).
- C. From ten year's service up to fifteen year's service, an amount equal to four (4) normal working weeks (160 hours).
- D. After fifteen consecutive years of employment, an amount equal to five (5) normal working weeks (200 Hours).

**13.3 - Accumulation:** Vacation leave may be accumulated up to a maximum of 240 hours during the first ten (10) years of service, 320 hours for ten (10) to 15 years of service and 400 hours thereafter. Any vacation leave which exceeds the allowed maximum shall be forfeited on December 31st of each calendar year.

**13.4 - Approval:** Applications for annual leave must be submitted to, scheduled and approved by the Department Head or designee 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.

**13.5 - Separation:** Non- probationary employees who leave the City are entitled to payment for unused leave time, up to the allowable maximum accrued. The City will payout upon death of an employee and make a lump sum payment of accrued vacation leave to the employee's most recently designated beneficiary on file or, if no designated beneficiary, to the employee's estate.

**13.6 - Probationary leave/separation:** An employee is not entitled to take vacation until the probationary period of employment is completed. No annual leave will be paid unless the employee has completed the probationary period. No payment shall be made if the employee is separated during the first year of service.

**13.7 - FMLA Provision:** In the event of a Family Medical Leave, referring to the Family 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.

**13.8 - Leave Sell Back:** Employees may elect to exchange annual leave for pay, subject to the following conditions:

- 1. The amount and timing of the exchange of annual leave shall be determined 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 completion of the exchange.

**13.9 - Pay in lieu:** There shall be no "pay in lieu of time off" paid for annual leave days except for those hours referred to in Article 13.5, 13.7, 13.8.

#### **Article 14. Sick Leave**

a) **14.1 - 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.

**14.2 - Accrual:** Sick leave shall accrue at the rate of 3.69 hours per bi-weekly period. Sick leave taken shall be charged as used.

**14.3 - Non-pay Status:** 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.

**14.4 - FMLA Provision:** 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.

**14.5 - Reporting Requirements:** Employees covered by this Agreement shall be subject to the following reporting requirements for payment of sick leave:

Sick Leave Form: Employees are required to file and sign a sick leave request as evidence the reason for the employee's absence was a

legitimate use of sick leave as outlined above, within 24 hours of returning to work.

**Certificate of Recovery and Fitness:** A Certificate of Recovery and Fitness shall be submitted by an employee when requested to do so by the City. Such certificate shall be signed by a physician and shall state that the employee is capable of returning to work.

**14.6 - Residence Requirement:** Employees shall be at their place of residence, a medical facility, or their doctor's office, or shall notify their supervisor of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation, or non-sick leave purpose, or other such activity when an employee is on sick leave is considered evidence of abuse of sick leave unless approved in advance in writing by the City.

**14.7 - Sick Leave Payment upon Separation:** An employee, upon separation from the City shall be paid up to 1440 hours of accumulated sick leave based upon the following schedule:

- A. After 10 years of service 50% of accumulated sick leave.
- B. An additional 5% will be added for each year of service thereafter until 100% is reached at 20 years of service.
- C. In the case of death of an employee, 100% of the employee's unused sick leave shall be paid to the employee's beneficiaries.

#### Article 15. Special Leave

**15.1 - Military Leave:** 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 Civil Service Rules, 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 the 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 employee duties, without loss or 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.

**15.2 - Leave without Pay:** 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.

Upon application to the employee's supervisor and Department Head, an employee may 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.

#### **Article 16. Insurance**

Full time Police Officer employees' participation in the Boulder City Police Protective Association sponsored health insurance benefits plan shall not require membership in the Association. The City accepts no responsibility or liability in the operation of the health insurance benefits plan, as it is controlled and regulated outside the scope of authority of the City.

A.) Full time Police Officer employees hired on 03/01/08 and thereafter, must participate in the BCPPA sponsored health insurance benefits plan.

B.) Full time Police Officer employees hired prior to 03/01/08 shall participate in the BCPPA sponsored health insurance benefits plan, or provide the City of Boulder City with proof of current medical, dental and vision insurance coverage to be eligible for the City's health insurance contribution. Proof of current medical, dental and vision insurance coverage must be provided to the City's Finance Department by January 1<sup>st</sup> of each calendar year in order for the employee to be eligible for the City's health insurance contribution. In the event that full time Police Officer employees do not elect the BCPPA sponsored health insurance benefits plan and do not have current medical, dental and vision insurance coverage, those employees will not be eligible for the City's health insurance contribution.

Any BCPPA sponsored health insurance benefits plan must be approved by the City Manager on an annual basis. The BCPPA sponsored health insurance benefits plan shall include but not be limited to medical, dental and vision plans as sponsored by the BCPPA and shall also include voluntary election for retiree paid retiree medical coverage. Any health maintenance options required to be available by law shall be made available exclusively through the BCPPA. The City shall pay the health insurance benefit(s) costs as designated by the BCPPA 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 health insurance benefit(s) cost by payroll deduction, if the

City contribution does not cover the full cost of the health insurance benefits. Any excess of the monthly health insurance contribution paid by the City over the actual monthly health insurance benefits cost(s) to the employee shall be paid to the employee on the first payroll of each calendar month.

Health Insurance Contribution:

A.) Effective July 1, 2012 the City shall contribute the maximum amount of \$1009.28 per month for health insurance for each eligible full time Police Officer employee who is enrolled for health insurance through June 30, 2017.

**Article 17. Work Hours, Work Shifts, Overtime**

**17.1 - Work Day:** The normal work day shall be eight (8) hours unless an alternate work schedule is in effect in which case the alternate work day shall be ten (10) hours, or twelve (12) hours as assigned.

**17.2 - Work Week:** The normal paid weekly working hours shall be forty (40). The work schedule of eighty (80) hours bi-weekly may be utilized.

**17.3 - Shift/Tour of Duty:** A tour of duty or shift shall be defined as the span of hours during which an individual is assigned to work.

**17.4- Shift/Tour of Duty Reassignment:** For non-emergency shift reassignment, the Department shall provide the employee with at least seven (7) calendar days notice of reassignment of days off and/or working hours. Shift reassignment not in keeping with this provision shall require time and one half (1 ½) payment to the employee for all reassigned shifts up to the seventh (7<sup>th</sup>) day.

**17.5 - Day Off:** Any employee scheduled to work on a regular assigned day off shall be guaranteed three (3) hours of work or pay at time and one-half (1 ½) the employee's regular rate of pay.

**17.6 - Shift Schedule:** Work schedules will consist of five eight (8) hour days per week; four ten (10) hour days per week; or six (6) twelve (12) hour days and one (1) eight (8) hour day, per pay period. Officers on special assignments, detectives, school officer, training assignments, or any other officer may be assigned a special work schedule with established starting and ending times for each shift.

Twelve (12) hour shifts will start and end on the following schedule:

Day Shift	0600 hours to 1800 hours
Grave Shift	1800 hours to 0600 hours

**17.7 - Overtime:** Is defined as additional compensation earned by an employee who is held over on a regularly scheduled tour of duty, or is requested to return to duty at a time that is more than twelve (12) hours after notice is given. Employees working overtime shall be paid at a rate equal to one and one-half (1 ½) times their normal hourly rate of pay, including longevity, assignment differential pay, for all overtime hours worked. Employees working overtime on a holiday as defined in Article 12, *Holidays* shall be paid at a rate equal to two (2) times their normal hourly rate of pay, including longevity, assignment differential pay, for all overtime hours worked on a holiday beyond their normal work day (e.g., eight (8) hours, ten (10) hours, or twelve (12) hours).

**17.8 - Call Back Pay:** Is defined as compensation earned for returning to duty after an employee has completed a regular tour of duty, is off duty for any period of time and returns to duty with less than twelve (12) hours notice. Employees working on a Call-Back status shall be paid two (2) times their normal hourly rate of pay for all call-back hours worked. Employees shall receive a minimum of three (3) hours pay for call-back work. In the event the period of call-back extends into the employee's normal tour of duty, the employee shall be paid two (2) times their normal rate of pay only for those hours worked outside the normal tour of duty.

An employee who works less than three (3) hours on the initial call-out and is then called out a second time during the initial three hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed three (3) hours, in which case he/she shall be paid for the aggregate time so worked. In the event an employee is called out for a second time after the expiration of three (3) hours from the first call-out, he/she shall be paid for a minimum of three (3) hours for each call-out except as provided in the previous paragraph.

**17.9 - Alternate Work Schedules:** Alternate work schedules may be adopted by the City Manager. Upon thirty (30) days notice, the City Manager may discontinue alternate work schedules if in good faith, and after discussions with the Police Chief, employees and the Association, the City Manager determines that alternate work schedules are not in the best interest of the City. In any alternate work schedule program established, payment for overtime shall be addressed in any alternate work schedules instituted under this provision by the City and the affected employees. The treatment of paid holidays shall be addressed in any alternate work schedules instituted under this provision by the City and the affected employees.

Alternate work schedules may consist of:  
six (6) twelve (12) hour days and one (1) eight (8) hour day per pay period. Officers on Special Assignments or Training Assignments may be exempted from the Alternate Work Schedule.

Alternate work schedules may consist of:  
eight (8) ten (10) hour days per pay period. Officers on Special Assignments or Training Assignments may be exempted from the Alternate Work Schedule.

**17.10 Shift Bids:** Shifts shall consist of three shifts when working eight (8) hour shifts and two (2) shifts when working twelve (12) hour shifts.

Eight (8) hour shifts will consist of the following:  
Day Shift                                0600 hours to 1400 hours  
Swing Shift                                1400 hours to 2200 hours  
Grave Shift                                2200 hours to 0600 hours

Twelve hour shifts will consist of the following:  
Day Shift                                0600 hours to 1800 hours  
Grave Shift                                1800 hours to 0600 hours

Bidding will be the same for both eight (8) hour and twelve (12) hour shifts. Bidding will take place starting October 1 and close October



31 for the following year. Shift change will take place the first pay period in January.

Officers will bid their shifts by seniority. A list will be posted in the briefing room at the Boulder City Police Department and Sergeants will bid first by seniority. Once all Sergeants have bid their shifts, officers will bid their shifts by seniority. The Administration will look at the finished bid sheet and adjust shifts as needed. Officers moved would be notified and advised why they were moved from the shift. Shift bid assignments are not subject to the grievance procedure.

#### **Article 18. Comp Time**

**18.1 - Purpose:** Because the work load of some functions fluctuates both within and beyond 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.

**18.2 - Accumulation:** 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.

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.

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.

**18.3 - Use of Time:** To use Comp Time employees must schedule their absence from work with their supervisor two working days in advance or upon approval of the supervisor if less than two days advance notice 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.

**18.4 - Comp Time Sell Back:** Whenever an employee separates from City employment any unused Comp Time will be paid at a straight hourly salary rate. Once accepted as comp time the time must be used as comp time unless the employee separates employment.

#### **Article 19. Seniority/Shift Bidding**

**19.1 - Definition:** Seniority shall be determined based upon the employee's date of hire as a full-time Police Officer.

In the event of any sort of reduction-in-grade, this determination will include any time the employee accrued in the class series as a Sergeant, or higher ranked officer, so long as there has not been a break in service.

Where employees are hired on the same date, seniority will be determined by their placement on the Civil Service eligibility list. Placement on the eligibility list is determined by overall score in the entry examination process. In the event of ties, the date and time of the employee's application for employment with respect to the eligibility list in question will be the determining factor.

The Seniority list will be posted June 1<sup>st</sup> of each year.

**19.2 - Application:** In the selection of shift bid, days off, in lieu of holiday, and vacation leave preference, first choice shall be given those employees holding the greatest amount of seniority as determined in 19.1 Definition. Bidding will be allowed exclusive of ADP positions.

A list will be posted in the briefing room at the Boulder City Police Department and Sergeants will bid first by seniority. Once all Sergeants have bid their shifts, officers will bid their shifts by seniority. The Administration will look at the finished bid sheet and adjust shifts as needed. Officers moved will be notified and advised why they were moved from the shift.

1. As a rule, no bumping will be allowed during the bid year, but accommodations can be made where applicable. Employees will be allowed to move during the bid year based upon their seniority and if openings occur within the shifts.
2. At anytime between bids, the Department retains the right to change an officer's shift and/or days off based on a documented special or operational need.
3. In the event an officer transfers from a special assignment to Patrol, the officer would move to an open position in Patrol. The Chief will designate which positions are open and available. Under this circumstance, the employee will be allowed to bid during the next regularly scheduled cycle.
4. Any disputes that may arise regarding the application of seniority may only be processed as a grievance through the appropriate chain of command.

## **Article 20. Compensation**

**20.1 - Salaries:** The City and the Association agree that the salaries paid the employees will be the salaries assigned to the salary ranges shown in the attached documents labeled Salary Schedules, which are attached hereto and incorporated thereby, as per attachments listed as Exhibits A, B, C and D.

**20.2 - General Salary Adjustment:** Furthermore, it is agreed that the employees shall receive no adjustment effective the first full pay period July 2012, a three percent (3.00%) general salary adjustment effective the first full pay period July 2013, three percent (3%)

general salary adjustment effective the first full pay period July 2014, two percent (2%) general salary adjustment the first full pay period July 2015, and a two percent (2%) general salary adjustment the first full pay period July 2016 as per attachments listed as Exhibits A, B, C and D.

**20.3 - Signing Bonus:** The City and the Association agree that employees 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.

**20.4 - Payroll in Arrears:** Future payroll payments will be paid two weeks after the pay period ending.

**20.5 - Shift Differential:** In addition to the employee's rate of pay, employee's working swing shift shall receive fifty-five cents (\$0.55) per hour differential pay from 2:00 p.m. to 6:00 p.m., and employees working graveyard (6:00 p.m.-6:00 a.m.) shall receive seventy-five cents (\$0.75) per hour differential pay.

**20.6 - Assignment Differential Pay:** Officers assigned to the following Units will have an increase of 10% above the officer's regular hourly rate. This is a temporary monetary compensation paid to some members of the Unit. ADP assignments are not promotional and therefore no property right exists. Employees shall only be paid ADP for the duration of their ADP assignments, which is listed below:

- A. Detectives and Detective Sergeants
- B. School Resource Officer / DARE Officer
- C. Traffic Officer
- D. K-9 Handler
- E. Administrative Sergeant
- F. Motor Officer

**20.7 - K-9 Pay:** K-9 Handlers shall receive eight (8) hours of paid overtime (paid at the rate of time and one half) per pay period for the at-home care, grooming, transportation and feeding of the dog. This fixed amount is paid for one or two dogs.

**20.8 - Additional Assignment Differential Pay:** Officers assigned to the following positions shall receive an additional 5% above the officer's regular hourly rate. This is a temporary monetary compensation paid to some members of the Unit. ADP assignments are not promotional and therefore no property right exists. Employees shall only be paid ADP for the duration of their ADP assignments, which is listed below:

- A. Field Training Officer
- B. Field Training Coordinator
- C. Bicycle Patrol Officer
- D. Range Master
- E. Assistant Range Master
- F. Training Coordinator
- G. Explorer Advisor
- H. In-Service Training Instructor
- I. Grant Coordinator

**20.9 - Bi-Lingual Pay:** An employee is eligible for Bi-lingual pay if such employee passes a department approved conversational proficiency examination in a foreign language that the Chief of Police has approved. The employee will receive a biweekly payment of \$28.85. The

payment will be in the employee's regular biweekly paycheck. The proficiency examination will be offered as needed. The employee is required to pass the examination at an intermediate or better conversational level to be eligible for payment.

#### **Article 21. Clothing and Equipment Allowance**

**21.1** - All non probationary employees will receive a uniform maintenance and replacement allowance after one (1) year of service in the amount of \$228.08 (two hundred twenty-eight dollars and eight cents) per month effective July 1, 2012.

**21.2 - New Hires:** Upon hire an employee shall be advanced an amount equal to six (6) months of the uniform allowance paid to non-probationary employees at the time of hire. This allowance is for the purchase and maintenance of the required uniforms and equipment not furnished by the City. After six (6) months of employment the new hire will be advanced an additional six (6) months of the current uniform maintenance and replacement allowance. Upon completion of twelve (12) months employment the employee shall receive the regular monthly uniform maintenance and replacement allowance specified in section 21.1.

It is agreed by the City, the employee (as a condition of employment) and the Association that any new employee who fails to complete one year of service with the City or is terminated for any reason shall return all City issued equipment and department specific clothing before receiving final paycheck.

**21.3 - Damage or Loss:** City issued clothing or equipment which is lost or damaged through carelessness or negligence of the employee, shall be replaced or repaired at the employee's expense. If the Department determines that clothing or equipment has been lost or damaged through the carelessness or negligence of an employee, that employee may appeal the Department's determination through the non-disciplinary grievance procedure. City issued clothing or equipment which is damaged and is NOT DUE to the carelessness or negligence of the employee, shall be replaced or repaired at the City's expense.

**21.4 - Protective Vest:** Protective vests with two (2) liners will be provided as Department issued safety equipment. Vests shall normally be replaced at the manufacturer's suggested expiration date, unless wear dictates otherwise. Once a vest is issued by the City to a member, the vest must be worn in accordance with Department Policy.

#### **Article 22. Work Out-Of-Classification**

**22.1 Classification:** Temporary work assignments to an established classification of a higher grade shall be compensated as follows:

- A. If the assignment is within the bargaining unit for four (4) hours or more, then the employee shall receive a rate of pay at the lowest step in the higher grade which will provide a one step increase for the time worked in the higher position.
- B. If the assignment is outside their bargaining unit for four (4) hours or more, then employees who are appropriately directed in writing and who temporarily accept the

responsibilities of a position/classification at an hourly rate higher than their own shall be paid at the lowest step in the higher position which will provide a one step increase for all time worked in the higher position.

**22.2 - No replacement clause:** No supervisor shall be allowed to work an employee within one hour of the four hour limitation, and replace him/her with another employee for the purpose of not paying for the higher scale.

**22.3 - Training:** This article shall not apply to employees who request and are granted the opportunity to train and improve their effectiveness at a higher classification.

**22.4 - Reduction:** Temporary work assignments to an established position of lower grade shall be compensated to the employee at the employee's regular appointment, classification, and salary range.

### **Article 23. Lunch and Rest Periods**

**23.1 - Rest Periods:** Employees of the Police Department covered by this agreement shall be allowed a ten (10) minute rest period in the first half of the shift and a ten (10) minute rest period in the second half of shift. Employees must remain inside the City limits at all times and be available to respond to all calls and/or emergencies.

**23.2 Lunch Breaks:** Employees of the Police Department covered by this agreement shall be allowed a paid lunch period not to exceed one (1) hour. Employees must be available to respond to all calls and/or emergencies at all times.

### **Article 24. Reduction in Force and Reemployment**

**24.1 Representation:** This Article, Reduction in Force, and the manner in which it is executed, applies to all BCPPA represented positions only.

**24.2 Reduction in Force:** The City Council in the interest of the City may require the abolition of any post and a consequent reduction in force.

A. 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 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; classification 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 article shall require the giving of at least two week's notice to the employee or at the City Manager's discretion, 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.

**24.3 - 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 reemployment/transfer rights.
- D. The employee accepts reemployment within fifteen (15) calendar days after notice is mailed to the employee's last known address, by certified mail.

**24.4 - 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 Manager 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.

#### **Article 25. Entire Agreement**

This Agreement is the entire Agreement of the parties, terminating all prior Agreements.

#### **Article 26. Separation**

**26.1 - 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

**26.2 - 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. No Appeal. There shall be no appeal or grievance from actions taken in Section 26.2.

**26.3 - Non-confirmation 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 Association shall be notified whenever a bargaining unit eligible employee is separated because of non-confirmation of appointment.

**26.4 - 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.

**26.5 - 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.

**26-6 - 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 shall make 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.

## **Article 27 - Discipline, Demotion, or Discharge**

### **SECTION A**

**27.1-** The right to issue discipline is vested exclusively with the City.

**27.2-** 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 polices/procedures are followed.

**27.3-** 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. 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 of no more than 160 hours;
- D. Demotion; and
- E. Termination.

**27.4-** The City may only discipline, demote, or terminate an employee who has completed the initial probationary period with just cause.

**27.5-** 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/or conduct that a repeat action may result in further discipline. It may 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 27.5(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 - the removal of an employee from duties for up to 160 hours 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 - the reduction of an employee's pay step and/or classification. The notice of demotion shall contain the reasons for the demotion, past discipline on which the City relied, if any, to issue the demotion.
- E. Termination - 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.

**27.6-** 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 in accordance with NRS Chapter 289. 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.

**27.7-** 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.

**27.8-** Employees shall receive copies of all disciplinary notices placed in their personnel files and shall have a right, within thirty (30) 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 and attached to the disciplinary notice.

**27.9-** 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 twenty four (24) months have passed with no disciplinary notices having been issued to that employee;
- B. Documented Verbal Counseling shall not be used after twenty four (24) 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 longest infraction.
- D. Performance Evaluations are exempt from this Article.
- E. Information regarding disciplinary action shall only be reported as allowed in NRS Chapter 289.

**27.10-**Any non probationary employee of the City shall be entitled to have representative present during an investigatory interview which may result in discipline, as outlined in NRS Chapter 289 and other State and Federal laws.

## **SECTION B**

**27.11- 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 disciplinary 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 - Conduct Category:**

- 1. Insubordination;
- 2. Alcohol or substance use 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:

**27.12-** 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: documented verbal 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 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 conducted by the City Manager, or designee.

(1) Subject to the requirements of NRS Chapter 289, 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. One or more of the same infraction during a probationary period may subject the employee 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 conducted by the City Manager or designee.

**SECTION D** Discipline Appeal Process

**27.13**-When an employee is served with a written disciplinary notice, issued by the Department Head or designee, the employee may

- A. Appeal a Written Reprimand; or  
File a Disciplinary Grievance on a Suspension, Demotion, or Termination subject to the deadlines and procedures below:

**27.14**-Appeal

- A. An appeal shall be made in writing and received by the Department Head within fourteen (14) calendar days of the employee's receipt of the 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 employee's representative, if any 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 and other files allowed pursuant to NRS Chapter 289.

- C. If the meeting does not resolve the appeal, the Department Head will have fourteen (14) calendar days from that meeting 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, the employee's representatives and the Association.
- 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 meeting with the appealing employee and/or the employee's representative and the Department Head will make a final determination on the matter within fourteen (14) calendar days of receipt of the written appeal.
- E. Except as set out below, the City Manager's decision shall be final.

#### **27.15-Disciplinary Grievance of Suspension, Demotion or Termination**

- A. A disciplinary grievance shall be made in writing and received by the Department Head within fourteen (14) calendar days of the employee's receipt 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 employee's representative, if any 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 and other files allowed pursuant to NRS Chapter 289.
- C. If the disciplinary grievance is not resolved at the meeting described in B above, the Department Head shall have fourteen (14) calendar days from that meeting 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, the employee's representative and the Association.

- 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 meeting with the grieving employee and the employee's representatives and the Department Head will make a determination on the matter within fourteen (14) calendar days of receipt of the disciplinary grievance.
- E. The decision of the City Manager on the disciplinary grievance may be referred to arbitration by written arbitration notice from the Association or the party who filed the disciplinary grievance to the City Manager within fourteen (14) calendar days from the employee's receipt 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 within thirty (30) calendar days. Each party shall pay half the cost of the fee.
- G. Upon receipt of the list of seven arbitrators, the two (2) parties shall contact each other and make alternative strikes, with the Association 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.

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

**27.17-**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 Association.

**27.18-**An employee has the right to have representation as outlined in NRS Chapter 289 at each step of the process, and such representation has the right to participate in each step of the process.

**27.19-**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 28 - Grievance and Arbitration**

### **28.1-** Definitions

In this Article the following definition shall apply:

- "Grievance" - means a dispute raised by the Association, 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 the 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.

**28.2-** The City and the Association 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 Association, designated by the Association, shall be promptly notified by the City of any grievances filed by individual employees.
- B. An Association representative or steward, designated by the Association, which may include representative from the Nevada Association of Public Safety Officers/CWA Local 9110, has the right to be present at any grievance meeting called for the purpose of discussing an employee grievance.

### **28.3-** Informal Resolution

The employee, or Association representative should first confer with the supervisor or with such other person as the City may designate and attempt to settle the matter.

### **28.4-** Initiating a Grievance

- A. The Association 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 and on which the employee suffered an adverse employment consequence, provided however, a grievance concerning rates of pay covered by this agreement shall be presented within fourteen (14) calendar days of the 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 Association 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 of that meeting, 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's representatives and the Association.
- 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 Association representative and the Department Head will make a determination on the matter within fourteen (14) calendar days of receipt of the disciplinary grievance.
- E. The decision of the City Manager on the grievance may be referred to arbitration by written notice from the Association to the City Manager within fourteen (14) calendar days from the Association's receipt 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 (14) calendar days of receipt of the list of seven arbitrators, the parties shall contact each other and take alternative strikes, with the Association 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.

**Article 29. Duration of Agreement**

This Agreement, dated this 20 day of May, 2014, shall be effective from July 1, 2012 to June 30, 2017.

However, this Agreement shall continue in effect until ten (ten) days following receipt of the award of fact finder if statutory impasse procedures have been undertaken or such procedures may yet be implemented.

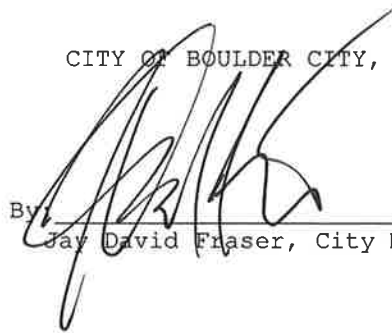


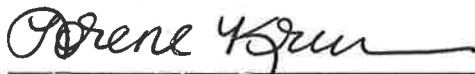
Agreement No. 14-1498

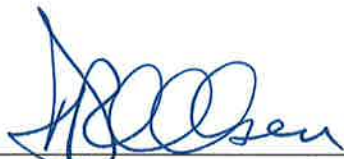
Boulder City Police Protective Association Contract

July 1, 2012 through June 30, 2017

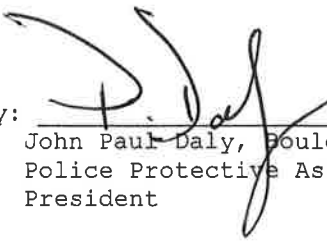
CITY OF BOULDER CITY, NEVADA

By:   
Jay David Fraser, City Manager

Attest:   
Lorene M. Krumm, City Clerk

Approved as to form:   
David R. Olsen, City Attorney

Boulder City Police  
Protective Association

By:   
John Paul Daly, Boulder City  
Police Protective Association  
President

**BOULDER CITY PPA GRIEVANCE FORM**

“EXHIBIT E”

NAME \_\_\_\_\_ DEPARTMENT/BUREAU \_\_\_\_\_

POSITION TITLE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

**INSTRUCTIONS:** The Grievance and Arbitration procedure in the BCPPA Contract (Sections 28.1 through 28.4) has four sections. First section- definitions, second section- notification and representation, third section- informal resolution, and fourth section- initiating a grievance, review by the Department Head, review by the City Manager, and hearing. This form may be used by an employee to initiate a formal grievance as described in Article 28-Section 28.4 (A-J), of the BCPPA Contract.

**If you are considering initiating a grievance, you should review the complete Grievance and Arbitration Article- 28, in the BCPPA Contract. The BCPPA Contract is available from the BCPPA President and/or the Personnel Department.**

PPA CONTRACT ARTICLE 28 – GRIEVANCE AND ARBITRATION - SECTION 28.3 - INFORMAL RESOLUTION

Article 28, Section 28.3 of the grievance process is the informal resolution. You and your supervisor are encouraged to resolve your grievance at this step.

PPA CONTRACT ARTICLE 28 – GRIEVANCE AND ARBITRATION –SECTION 28.4 (A) - INITIATING A GRIEVANCE

From the date of the grievable event, you have fourteen (14) working days to file a formal, written grievance. The written grievance is considered filed when it is submitted to your immediate supervisor or the next level above your immediate supervisor.

You must provide the following information:

1. The date of the grievable event. \_\_\_\_\_
2. A specific statement of the written PPA Contract article, law, rule, policy and/or procedure violated. What action or conduct constituted the violation and what happened? (attach additional sheets if necessary)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Total number of pages attached \_\_\_\_\_

3. The resolution or remedy you want. (attach additional sheets if necessary)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Total number of pages attached \_\_\_\_\_

4. Employee signature and date filed with supervisor.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date received from employee

SECTION 28.4 (Subsections A – J) – INITIATING A GRIEVANCE

If you do not resolve your grievance at Section 28.3 - Informal Resolution, you may advance the grievance per Sections 28.4 (Subsections A-J), within the contractual time limits indicated in Article 28-Grievance and Arbitration, of the BCPPA Contract. For assistance in completing the grievance form contact your PPA President or his/her designee.

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

Effective First Full Pay Period July 2012

0%

POLICE OFFICER						
RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40	Police Officer	\$ 26.02	\$ 27.32	\$ 28.68	\$ 30.12	\$ 34.64

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

Effective First Full Pay Period July 2013 - Exhibit A

3%

POLICE OFFICER						
RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40	Police Officer	\$ 26.80	\$ 28.14	\$ 29.55	\$ 31.02	\$ 35.68

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

Effective First Full Pay Period July 2014 - Exhibit B

3%

POLICE OFFICER						
RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
40	Police Officer	\$ 27.60	\$ 28.98	\$ 30.43	\$ 31.95	\$ 36.75

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

Effective First Full Pay Period July 2015 - Exhibit C

2%

<b>POLICE OFFICER</b>						
<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
40	Police Officer	\$ 28.15	\$ 29.56	\$ 31.04	\$ 32.59	\$ 37.48

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

**Effective First Full Pay Period July 2016 - Exhibit D**

2%

<b>POLICE OFFICER</b>						
<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
40	Police Officer	\$ 28.72	\$ 30.15	\$ 31.66	\$ 33.24	\$ 38.23