

Amended and Restated Collective Bargaining Agreement  
Fiscal Year July 1, 2025 through June 30, 2027  
Fire Captains 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 the 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 following classification is represented by the Union:

Fire Captain

The City and the Union agree that one Fire Captain shall serve as an Administrative Captain, an assignment responsible for training programs, purchasing, and performing other administrative duties. The Administrative Captain is not a classification but rather an assignment.

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 members in good standing of the Union.

Section 3. New Classifications: All new classifications shall be mutually agreed upon between the Union and the City.

Section 4. This Agreement shall cover and be limited to all full-time, permanent appointments as specified in Section 1 above.

Section 5. The City may establish a Reserve Program that allows for the employment of Reserves at an hourly wage set by the City who meet minimum Firefighter requirements.

Section 6. One Reserve firefighter may work in place of a career firefighter when all career firefighters have been notified of the open shift, and none have voluntarily made themselves available for work.

Section 7. In addition to the one Reserve firefighter permitted to work pursuant to Article 1, Section 6 above, provided that all career firefighters have been notified of the open shift and none have voluntarily made themselves available for work, one (1) Reserve firefighter may work at any time the Department requires additional staffing coverage including without limitation the following situations: multiple alarms, call-backs, special events, and other Fire Department services and programs.

### **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 and Transfer Procedures**

Section 1. The City shall notice all permanent position openings, referenced in Article 1, Section 1, and shall advise the Union in via email at [info2@teamsters14.com](mailto:info2@teamsters14.com).

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, via email at [info2@teamsters14.com](mailto:info2@teamsters14.com), of all hires and separations within the bargaining unit.

#### **Section 6. 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.

### **Article 4. Seniority**

Section 1. Seniority shall commence from the most recent date of appointment to classification/grade (Classification Seniority) Classification Seniority is defined as that not broken by dismissal or resignation without reinstatement. Classification seniority shall be used for reduction in force, annual leave requests and shift bids. In the event Classification seniority between two or more employees is the same, the employees will draw cards and be ranked on the seniority list accordingly. The seniority list will be maintained by the

Union. This list shall be posted by the Union on the City's intranet at least annually on or before September 1<sup>st</sup> each year.

## **Article 5. Promotion**

Section 1. The term "promotion" means the advancement of an employee to a post of a higher grade. All internal promotions from the rank of Firefighter to Engineer or Fire Captain 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 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 to employees by email at their City email address at least ninety (90) days prior to the date of promotional examination.
- d. One set of copies of study materials indicated in the promotional written examination will be available at the Fire Department ninety (90) days before the posted promotional written examination date.
- e. 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.
- f. 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.
- g. 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 provided that:
  1. Seniority points shall form a part of the total possible score and shall not exceed four points.
  2. Seniority points shall be awarded on the basis of one quarter of one point for each complete year of service up to the maximum four (4) points.
  3. Whenever identical ratings are received, names will be arranged in order of application dates.
  4. Neither priority in date of application nor examination shall give any other advantage.
  5. The entire list shall be certified and appointment shall be made by the Department Head, upon written approval of the City Manager, from among the top four names, except when there are less than four names on the list in which case the Department Head may request a new examination,
- h. Eligibility Lists shall remain in effect for such time as is prescribed by the Civil Service Commission of 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. 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 essential 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, subject to the provisions of Article 7, Section 1 (C) or
- c. For just cause as established in the Disciplinary process.

Section 3. 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. An employee may obtain a second opinion from a qualified physician if they disagree with the City designated physician. If the City does not accept the second opinion a third opinion must be mutually selected by the Parties, by selecting from a list of six individuals (three candidates proposed by each party). If the Parties are unable to agree on a third physician within thirty (30) days after the City's rejection of the second opinion, then such dispute must be resolved through the Grievance process.

Section 4. Abandonment of Post. An employee absent from duty without notice in excess of fourteen (14) calendar days shall be considered to have abandoned the employee's post and the employee's appointment shall be terminated provided that the Fire Chief or designee made a reasonable effort to locate the employee during the fourteen calendar days. Reasonable effort shall be satisfied if the Fire Chief 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 5. 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. Consistent with the provisions of NRS 288.150(3)(b).
- 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. By virtue of an agreement between the City, IAFF Local 5073 and Teamsters 14, should a Fire Captain position (s) be eliminated through City Council action, that individual retains City seniority rights to the last position they held in the Firefighter's Agreement.

Section 6. Rules for Reemployment or Transfer -Forced Reduction. Any Fire Captain involuntarily reduced from that position retains return to former classification rights and will be placed in a future Captain vacancy without the promotion requirements defined in IAFF Local 5073's Agreement.

Section 7. Written notification

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.
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 should 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 should 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 should 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 pay or without pay if the employee is subject to a criminal indictment or the allegations involve acts of moral turpitude. 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 and may be removed from the employee's personnel file with written request from the employee 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. Suspensions shall not be used after twenty-four (24) months have passed with no disciplinary action 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. Specific disciplinary actions will not be included in annual Performance Evaluations and recognition of sub-standard performance or conduct will be noted.
- E. Any disciplinary record removed from an employee's personnel file per the provisions of this Section will be retained in a separate sealed file consistent with the City of Boulder City Records Retention guidelines.

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. 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. Divulgance 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.
  - 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.

An Union representative 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, shall 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. The Union must initiate the grievance by completing a written grievance which must clearly articulate the specific article and section of the agreement relating to the disputed interpretation or application of the agreement and must specify the remedy sought. The grievance must be submitted to the Fire Chief or their designee, with a copy to the City Manager within fourteen (14) calendar days of the date the dispute arises.
- B. A meeting shall be held with the Fire Chief or designee and the Union to resolve the grievance within fourteen (14) calendar days following the submission 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 subsection b above, the Fire Chief or their designee shall, within fourteen (14) calendar days, provide a written statement with a decision sustaining or denying the grievance, with a copy to the employee, if an employee initiated the grievance, and the Union.
- D. If the employee or the Union disagrees with the decision, the employee or the Union 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 Fire Chief 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 to the City Manager within fourteen (14) calendar days from delivery or mailing of the written decision from the City Manager.
- F. The Union shall request a panel of Arbitrators who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service (FMCS) within seven (7) calendar days of the date of the written notice demanding arbitration. If the FMCS is unable to provide a panel within thirty (30) days of the request the Union shall request a panel of Arbitrators who are members of the National Academy of Arbitrators from the American Arbitration Association.
- 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.
- H. The arbitrator so selected shall subsequently hold a hearing and shall take such evidence as in the arbitrator's judgment is appropriate for the disposition of the grievance. The arbitrator shall render a decision in writing 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 paid by the losing party. The Arbitrator shall determine which party is the losing party. 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 the 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. The arbitrator shall not combine or consolidate separate grievances for hearing without the express written consent of the parties.

#### 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 on the City's intranet. Except for rules involving safety of employees, any new or revised departmental rules, Standard Operating Guidelines or Administrative Instructions shall be emailed to

the Union before implementation. The Union shall have ten (10) calendar days from the date of the email to request a meeting to discuss the rules. The parties shall meet within twenty (20) days of the request.

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 as strike breakers.

Section 2. Union personnel are not to be employed in riots or other civil disorders without police protection.

Section 3. The City shall provide protective clothing, as it may deem necessary.

Section 4. 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 5, 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 6. 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.

## **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. These 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. The City agrees that it will not lock out its employees during the duration of this Agreement.

### **Article 13. Union Representatives**

Section 1. The Secretary-Treasurer and/or his/her 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, 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 one (1) employee representative 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 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 statute, 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 most 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 aforesated coverage: Should an employee suffer a service-incurred accident or illness and the employee is determined to be eligible for workers compensation benefits, and the employee's present gross salary excluding overtime, is not entirely protected under workers compensation, the City will compensate employee an amount equal to the difference between the compensation received and the employee's then present gross salary, excluding overtime, for a period of one thousand (1,000) hours (seven hundred fourteen and twenty-eight (714.28) hours for those assigned to a 40-hour work schedule). Upon expiration of the one thousand (1,000) hour (or seven hundred fourteen and twenty-eight (714.28) hour, as applicable) salary continuation, an employee who continues to receive workers' compensation benefits may elect to use their accrued sick leave, then annual leave, comp time, and donated leave to supplement workers' compensation and receive a full salary.

- a. Employees who are eligible to receive workers' compensation benefits for a lost time claim may elect to have the insurer forward the disability checks directly to the City.
- b. Upon request by the employee, the City Manager may approve a one-time suspension of the one thousand (1,000) hour (or seven hundred fourteen and twenty-eight (714.28) hour, as applicable) period defined in Section 6(A), for a delay in scheduled treatment necessary to repair the injury (i.e. surgery) until such treatment occurs, but not to exceed seven hundred twenty (720) hours (or five hundred fourteen and two eight five (514.285) hours for those assigned to a 40-hour work schedule). The suspension of the time limitation will not occur if any of the delay is the responsibility of the injured employee.
- c. In the case of injury on duty that involves a deadly weapon, the City, upon application will extend the supplemental payment compensating employee an amount equal to the difference between the compensation received and the employee's then present gross salary, excluding overtime, for a period not to exceed Seven Hundred Twenty (720) hours (or five hundred fourteen and two eight five (514.285), as applicable).

c. 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 -

During the employee's employment, 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.

Section 3. In the event of a Family and Medical Leave, referring to the Family and Medical Leave Act of 1393, leave days used will be charged against any Family and Medical Leave time in accordance with the Family and Medical Leave Act policy of the City.

Section 4. Transitional Light Duty – Transitional light duty as defined by City personnel policies may be authorized and offered to the employee by the Fire Chief for up to 120 calendar days, at the discretion of the City.

Section 5. The City may require the employee to provide a statement from the employee's health care provider with an estimated date that the employee will be able to perform all of the essential functions of the employee's regular job classification with or without accommodation in accordance with City personnel policies.

## **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 base wage against sick, comp time, or annual leave accrued to the employee's benefit. Employees on leave or on transitional light duty under this article are not eligible for, over-time assignments, work out of class assignments, special assignments pay, worked holidays, 9.8 FLSA hours pay.

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 consistent with Family Medical Leave Act of 1993, following the date on 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.

Section 5. Transitional Light Duty. Transitional light duty as defined by City personnel policies may be authorized and offered to the employee by the Fire Chief for up to 120 calendar days, at the discretion of the City.

Section 6. The City may require the employee to provide a statement from the employee's health care provider with an estimated date that the employee will be able to perform all of the essential functions of the employee's regular job classification with or without accommodation in accordance with City personnel policies.

Section 7. In the event of medical separation, an employee will be eligible for rehire if and when a position of similar classification within this bargaining unit become available within eighteen (18) months of the date of separation; provided that, the employee must meet all qualifications and certifications required for the position and makes a written request for rehire within thirty (30) days of the position being posted.

At the discretion of the City, an employee's rehire shall be subject to:

1. A medical release to return to work with or without reasonable accommodation from the employee's personal physician
2. Successful completion of the new hire physical agility test.

## **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 Statutes (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. Other Leaves and Schooling**

Section 1. Special leave with full or partial pay, or without pay may be granted by the City Manager upon recommendation of the Department Head when such leave is in the interest of the City.

Section 2. Any employee in the Fire Department who attends classes which are mandatory by the Department, shall have the schooling and any books required, paid for by the Department.

Section 3. Tuition reimbursement will be administered in accordance with the Tuition Reimbursement Policy of the City.

### **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.

Section 2. This Article shall be administered in accordance with Chapter 6 -Juries, of the Nevada Revised Statutes.

Section 3. Employees scheduled for a 24-hour shift the day before the employee is to report to jury, will be released from work with pay, no later than 8:00 PM the evening prior to reporting.

### **Article 25. Leave of Absence**

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

- a. Leave 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 Leave 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 in the competitive service 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's duties, upon request, to serve under orders on training duty without loss of pay for a period not to exceed fifteen (15) working days within three (3) consecutive calendar weeks 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 48 of leave, or 30 hours for a 40-hour work schedule 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, domestic partner per the provisions of NRS 122A, children or adopt 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 72 hours, or 40 hours for a 40-hour work schedule when funeral services are held 500 miles or more from Boulder City.

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. The parties acknowledge that funeral leave days may not be consecutive due to travel and family circumstances but must be taken within 12 months of the death.

### **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. Juneteenth, June 19th
- f. Independence Day, July 4th
- g. Labor Day, First Monday in September
- h. Nevada Day, Last Friday in October
- i. Veteran's Day, November 11th
- j. Thanksgiving Day, Fourth Thursday in November

- k. Day after Thanksgiving, Fourth Friday in November
- l. Christmas Eve, December 24th
  - Eight (8) hour work shift – 48/96 work schedule employees
- m. Christmas Day, December 25<sup>th</sup>

and any day that may be proclaimed by the City Council or NRS 236.015 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 will be compensated as provided in Section 3.

Section 3. Holiday pay for those assigned to a 48/96 work schedule must consist of sixteen (16) hours, eight (8) hours on Christmas Eve, in addition to regular pay and paid to all employees in the bargaining unit, at the employee's base hourly wage for each holiday in the pay period. For those assigned to a 40-hour work schedule, if the holiday falls on a regularly scheduled work day and the employee does not work on such holiday, employee will receive six (6) hours of holiday pay or one (1) hour for Christmas Eve. Effective the later of July 1, 2025 or the date this agreement is approved by the City Council, for those assigned to a 40-hour work schedule, if the holiday falls on a regularly scheduled work day and the employee does not work on such holiday, employee will receive eleven and four-tenths (11.4) hours of holiday pay or five and seven-tenths (5.7) hours for Christmas Eve. For all designated holidays that do not fall on a scheduled workday the 40-hour employee will be paid eleven and four-tenths (11.4) hours of holiday pay or five and seven-tenths (5.7) hours for Christmas Eve.

Section 4. An employee called in to work on a holiday when it is the employee's regularly scheduled day off shall receive the employee's holiday pay 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.

#### Article 29. Annual Leave

Section 1. Annual leave will accrue and be credited on a prorated basis on or around the 15<sup>th</sup> of every month at the established rate according to the employee's years in service as follows:

<b>Years of Service</b>	<b>Fifty-six Hour Schedule</b>	<b>Forty-hour Schedule</b>
Second through Sixth Year	168	120
Seventh through Twelfth Year	224	160
Thirteenth Year and Beyond	280	200

Effective July 1, 2025 Annual leave will accrue and be credited on a prorated basis on or around the 15<sup>th</sup> of every month at the established rate according to the employee's years in service as follows:

<b>Years of Service</b>	<b>Fifty-six Hour Schedule</b>	<b>Forty-hour Schedule</b>
Second through Sixth Year	216	154
Seventh through Twelfth Year	264	188
Thirteenth Year and Fourteenth Year	288	205
Fifteenth Year and Beyond	312	222

When an employee moves from a 48/96 work schedule to a 40-hour schedule, the accrual balance will be divided by 1.4. When an employee moves from a 40-hour schedule to a 48/96 work schedule, the accrual balance will be multiplied by 1.4.

Section 2. Employees may carry over a maximum of three (3) years accrued annual leave. Any annual leave which exceeds the allowed maximum will be forfeited on December 31st of each year except that an employee who has scheduled annual leave for the forth-coming year prior to January 15th and is unable to take said leave through action of the City or as a result of a family emergency, will be permitted to reschedule said leave.

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 Fire Chief 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.

Section 5. No annual leave will be paid unless the employee has completed the employee's probationary period.

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 accrued, will be available to cover the absent hours while on FMLA if the employee has exhausted accumulated leave and compensatory time hours.

Section 9. Employees may elect to exchange up to a maximum of fifty-six (56) hours of annual leave for fifty-six (56) hours of base-pay for those assigned to a 48/96 work schedule work schedule, or a maximum of forty (40) hours of annual leave for forty (40) hours of base-pay for those assigned to a 40-hour work schedule subject to the following conditions:

- a. The amount and timing of the exchange of annual leave shall be determined by the City Manager.
- b. To be eligible to exchange annual leave for pay, the employee must have taken the equivalent of at least two week's vacation or one-hundred twelve (112) hours (or eighty (80) hours for those assigned to a 40-hour work schedule) during the twelve (12) month period immediately preceding the exchange.
- c. Exchange privileges apply only to accrued annual leave.
- d. The employee's accrued annual leave balance must be fifty-six (56) hours or more (or forty (40) hours or more for those assigned to a 40-hour work schedule) at the time of exchange.

Section 10. In the event of the death of an employee prior to separation from the City, one hundred percent (100% of the accumulated annual leave will be paid to the deceased employee's beneficiary(ies). This includes any hours above the maximum annual carryover hours defined in Section 2 of the Article.

## Article 30. Sick Leave

Section 1. Sick leave shall accrue at the rate of twenty-four (24) hours per month and is allocated on the 15<sup>th</sup> of the month (ten (10) hours for those assigned to a 40-hour work schedule).

When an employee moves from a 48/96 work schedule to a 40-hour schedule, the accrual balance will be divided by 1.4. When an employee moves from a 40-hour schedule to a 48/96 work schedule, the accrual balance will be multiplied by 1.4.

When an employee moves from a 48/96 work schedule, and the accruals hours have been converted (multiplied by 1.4), the employee will be credited with an additional ten (10) hours of sick leave for each full

calendar month the employee received a 10-hour accrual while working the 40-hour work schedule, reduced by accruals used.

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. b) Physician's Certificate of Recovery and Fitness: The City may require a certificate of recovery and fitness to return to duty to be submitted by an employee upon request after returning to work from any illness that required the use of sick leave for periods longer than three working days or when sick leave is connected to vacation or comp time used.

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 in accordance with Section 4 below.

Section 4. Separation from Employment: An employee, who has achieved ten (10) years of service with the City is eligible for the payment of accumulated sick leave hours upon their separation from the City. Accumulate sick will be paid per the following schedule:

Length of Service	Percentage of Accumulated Sick Leave Paid
Ten (10) years of service	50%
Each full year of service after ten (10) years	An additional five percent (5%) of accumulated hours up to the one hundred percent (100%) of accumulated hours; subject to the maximum hour threshold defined below.

Employees must reach the next full year to receive the five percent (5%) additional accumulated hours; there will be no proration of hours for partial years of service. The maximum number of accumulated sick leave hours available for payment at separation is two thousand sixteen (2016), and one thousand four hundred forty (1440) for employees assigned to a 40-hour work schedule:

The employee's hourly rate at separation will be used to calculate this payment.

### Article 31. Insurance

Section 1. All City bargaining unit employees shall participate in the Teamsters Health Insurance plan offered by the Teamsters Security Fund of Southern Nevada Local 14 ("Fund"). 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 Trustees of the Fund. Any health maintenance options required to be available by law shall be made available exclusively through the Fund. 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. Effective July 1, 2025 the City will make per employee monthly contributions to the Fund of one thousand three hundred ten dollars (\$1,310.00). In the event that the employee has a spouse who is a full time employee to the City, the monthly contribution for the employee shall be 50% of the regular monthly rate up to a maximum of \$655.00 per month.

Effective July 1, 2026 the City will make per employee monthly contributions to the Fund of one thousand three hundred eighty dollars (\$1,380.00). In the event that the employee has a spouse who is a full time employee to the City, the monthly contribution for the employee shall be 50% of the regular monthly rate up to a maximum of \$690.00 per month.

### Article 32. Work Day, Work Week, Shift Bid

Section 1. The City agrees to three work schedules and three work shifts.

- a. 72 hour work schedule/Alternate shift. The work week shall consist of three (3) alternate 24 hour shifts worked with four (4) consecutive 24 hour shifts off.
  1. The shift for the above schedule will start at 0800 and end twenty-four (24) hours later at 0800.
- b. 48/96 work schedule/Floor shift. The work week shall consist of two consecutive shifts for a total of 48 hours, with 96 hours off. Thereafter repeating the pattern of two days on, four days off.
  1. The shift for the above schedule will start at 0800 and end forty-eight (48) hours later at 0800.
- c. 40-hour work schedule/Administrative Captain shift shall consist of four consecutive 10 hour shifts, Monday through Thursday. The shift begins at 7:00 a.m. The four ten-hour (4/10) workdays can be modified by the Fire Chief based on operational needs with two (2) weeks' notice to the employee.

Section 2 Should either the City or the Union desire to return an employee to the 48/96 work schedule identified in Section 1 (b), such request shall be made to the other in writing, and both the City and the Union agree to meet and discuss the circumstances surrounding the request to change the work schedule. The City retains its sole authority to determine and employ whatever work schedule and work tour best addresses the quality, quantity, means and methods of delivering fire services and ensuring the safety of the public. Notwithstanding this right, the City agrees to provide the Union with a 30-day advance notice before any change in work schedule is implemented, except in the event of an emergency,

Section 3. Shift Bid; Fire Department response personnel may be approved and able to bid for shifts with consideration to the following:

- a. To ensure continuity and effective operations, shift bids will take place every two years.
- b. Personnel will bid on shifts, based on seniority with the department as defined in Article 4.
- c. The shift bid process shall ensure shifts are manned with qualified personnel for acting positions, training needs and to fulfill needs of fire department programs.
- d. In the event of a vacancy during the two year shift bid process, personnel may be able to re-bid the open positions, depending on the needs of the department.

- e. New personnel will be assigned to shifts as determined by management for the effective delivery of Fire Department services.

### **Article 33. Wages**

Section 1. Payroll payments will be paid two weeks after the pay period end date. All paychecks will be paid through direct deposit and the employee will be able to view and print his/her payroll information electronically.

#### Section 2.

- a. Effective the later of July 1, 2025, or the date this Agreement is approved by the City Council, the base hourly rates in effect on June 30, 2025 will be adjusted by the annual percentage increase to CPI-U all items in West-Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the prior calendar year ending December. The adjusted percentage increase in salary shall be a minimum of 2.0% and a maximum of 3.0%. The adjusted percentage increase is based on U.S. Bureau of Labor Statistics data (<https://data.bls.gov/timeseries/cuurn400sa0>).

Example of calculation for July 1, 2025, COLA follows:

2024 ANNUAL CPI	193.848
LESS 2023 ANNUAL CPI	188.941
ANNUAL INCREASE	4.9
DIVIDED BY 2023 CPI	188.941

ANNUAL PERCENTAGE INCREASE IN CPI      2.6%  
SALARY ADJUSTMENT    2.6%

PROVIDED THAT IN ADDITION TO THE 2.6%, EMPLOYEES SHALL RECEIVE A PUBLIC SAFETY MARKET INCREASE OF 1.775% FOR A TOTAL INCREASE OF 4.375% effective the later of July 1, 2025, or the date this Agreement is approved by the City Council. PROVIDED THAT IF THE UNION RATIFIES THIS PACKAGE TA ON OR BEFORE July 30, 2025, THE 4.375% INCREASE SHALL BE EFFECTIVE IN THE PAY PERIOD THAT INCLUDES JULY 1, 2025.

- b. Effective July 1, 2026, the base hourly rates in effect on June 30, 2026, will be adjusted by the annual percentage increase to CPI-U all items in West-Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the prior calendar year ending December. The adjusted percentage increase in salary shall be a minimum of 2.0% and a maximum of 3.0%. IN THE EVENT THAT THE ANNUAL PERCENTAGE INCREASE TO CPI-U ALL ITEMS IN WEST-SIZE CLASS B/C, ALL URBAN CONSUMERS, NOT SEASONALLY ADJUSTED (SERIES ID CUURN400SA0), IS EQUAL TO OR GREATER THAN 5%, THE ADJUSTED PERCENTAGE INCREASE IN SALARY SCHEDULES SHALL BE 4.5%. IN THE EVENT THE ANNUAL PERCENTAGE INCREASE TO CPI-U ALL ITEMS IN WEST-SIZE CLASS B/C, ALL URBAN CONSUMERS, NOT SEASONALLY ADJUSTED (SERIES ID CUURN400SA0), IS EQUAL TO OR LESS THAN 0%, THE ADJUSTED PERCENTAGE INCREASE IN SALARY SCHEDULES SHALL BE 1%.

The adjusted percentage increase is based on U.S. Bureau of Labor Statistics data (<https://data.bls.gov/timeseries/cuurn400sa0>).

To convert the hourly base wage rate from a 48/96-hour work schedule to a 40-hour work schedule the hourly base wage rate will be multiply by 1.400. To convert the hourly base wage rate from a 40-hour workweek to a 48/96-hour work schedule the hourly base wage rate will be divided by 1.400.

### Section 3. Fire Captains and Paramedic Certification

Fire captains promoted after September 2012 are required to maintain a valid EMT-P (Paramedic) certificate licensed by the Clark County Health District and will receive a ten percent (10%) increase to their base pay in recognition of this certification.

### Section 4. Preceptor and Academy Lead Instructor

- a. An employee assigned as a preceptor shall be given an increase of ten (10%) percent above the employee's regular hourly rate for the duration of the precepting.
- b. An employee assigned as an Academy Lead Instructor shall be given an increase of five percent (5%) above the employee's regular hourly rate for the duration of the academy.
- c. Assignments are not promotional and, therefore, no property rights exist. Assigned Preceptor and Academy Lead Instructor employees shall only be paid the percentage increases shown in Section 4a and Section 4b above, for the duration of their assignments.

### Section 5. Step Increase Anniversary Date

Current employees in the Step 5 will receive the step 6 adjustment on the pay period that includes July 1, 2022.

### Section 6. Promotional Placement

An employee promoted to the rank of Captain will be moved into the next step that reflects an increase of at least ten percent (10%) above the current step in their most recent classification.

## Article 34. Time Records

Section 1. The Captain on duty shall maintain and sign the electronic log indicating thereon the exact hours worked by him/her and the employee's crew. The City reserves the right to request any additional information on the log as it deems necessary.

Section 2. All paychecks will be paid through direct deposit and the employee will be able to view and print his/her payroll information electronically.

## Article 35. Overtime Pay, Call-Out Pay, and Comp Time

Section 1. An employee having been directed by the employee's supervisor to work beyond the employee's regular work shift shall be paid at the rate of two times the hourly rate (2X) for such time worked.

Section 2. All overtime, call-out, call back (unscheduled overtime) and comp time shall accrue and be paid in six (6) minute increments.

Section 3. Employees having been called out on emergency, call back (unscheduled overtime) or to any mandatory special meeting authorized by the Department Head shall be paid at the rate of two times the hourly rate (2X) and shall be paid for no less than two (2) hours at two times the hourly rate (2X) for any emergency call-out, call back (unscheduled overtime), or special meeting. Scheduled overtime will be paid at the rate of time and one half (1 1/2) the hourly rate. Emergency overtime pay shall cease at the beginning of their regular shift.

- a. Work Out of Classification: Temporary work assignments assigned by the City Manager to an established position of higher grade outside the bargaining unit shall be compensated as follows: If the assignment is for six (6) 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 position. This section shall not apply to employees who request and are granted the opportunity to train and improve their effectiveness at a higher classification.

- b. Stand-by when directed and approved by the Fire Chief or Deputy Fire Chief is defined as the time that an employee is assigned to a supervisory role on a voluntary basis when the Fire Chief, Deputy Fire Chief, Assistant Fire Chief or Reserve Battalion Chief are not available. An Employee on stand-by shall be ready to work outside their normal work hours and will be paid for one quarter (1/4) of one hour at the straight time rate for the floor schedule rate of pay for all hours on stand-by. Stand-by time is assigned by the Fire Chief or designee. During this time, the employee must be in the area, respond immediately and be available and able to report to work, within fifteen (15) minutes if notified by telephone, or other electronic device provided by the City.

#### Section 4. Compensatory time off

- 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. No employee will be required to accumulate Comp Time rather than be paid at the overtime rate. Nevada PERS-eligible call-back pay cannot be used to accumulate comp-time.
- 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 one-hundred and twelve (112) 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 one-hundred and twelve (112) 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.

#### Section 5. This article shall not apply to schooling or training sessions.

### Article 36. Uniform Allowance

Section 1. The City shall provide \$200.00 per month as a uniform and shoe allowance for all employees covered by this Agreement.

Section 2. Uniform standards shall be at the discretion of the City. Standard uniform specifications will not be changed without three (3) months written notice.

**Article 37. Duration of Agreement**

This Agreement, dated January 14, 2026, shall be effective from July 1, 2025 to June 30, 2027. 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.

CITY OF BOULDER CITY, NEVADA

E-SIGNED by Ned Thomas

on 2026-01-14 05:12:19 GMT

By: \_\_\_\_\_

**Ned Thomas, AICP, City Manager**

Attest: \_\_\_\_\_



**Tami McKay, MMC, CPO, City Clerk**

E-SIGNED by Brittany Walker

on 2026-01-14 01:40:43 GMT

Approved as to form: \_\_\_\_\_

**Brittany Walker, Esq., 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.

E-SIGNED by Grant Davis

on 2026-01-14 01:37:01 GMT

By: \_\_\_\_\_

**Grant Davis, President**