

Collective Bargaining Agreement 19-1815

Boulder City Professional Firefighters Association

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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 Boulder City Professional Firefighters Association hereinafter referred to as the Association, as the recognized bargaining agent for those positions identified in Article 1. The Boulder City Professional Firefighters Association is affiliated with the International Association of Firefighters Local 5073. 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 Association.

Article 1. Classification and Representation

Section 1. The City and the Association agree that the following classifications are represented by the Association:

Firefighter

Fire Engineer

Section 2. Representation by the Association 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 members in good standing of the Association.

Section 3. If the City creates a new full time non-supervisory fire suppression classification it shall notify the Association within thirty (30)

days. Upon written request made by the Association within ten business days of the notification to the Association the City will meet with the Association to discuss the new classification.

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

Article 2. Association Membership

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

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

Article 3. Check-Off

The City agrees to deduct from the wages of each Association member, upon the request of the employee, the sum certified as Association dues and initiation fees and deliver the same to the Association treasurer. The employee's authorization for such deductions is revocable at any time by the employee or upon termination of employment.

If any controversy arises on account of such 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.

Article 4. Association Representatives

Section 1. A member of the Board of Directors as a representative of the Association shall be given authority to enter the premises of the City during any shift for the purpose of conducting Association 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 Association activities and to ascertain adherence to the agreement.

The Association may hold membership meetings at the Fire Station under the following conditions:

- a. The Association shall notify the Fire Chief in writing prior to any meeting.
- b. The Association officer running the meeting shall not be on paid time.
- c. The meeting must begin between 8AM and 9AM and shall be limited to one hour in duration.
- d. The Association shall hold no more than four meetings in any contract year. The Association may request meetings in excess of four, meetings longer than one hour and meetings at different times of day and such request shall not be unreasonably refused.
- e. If the City, or its representative, initiates a meeting with an officer(s) or any member(s) of the Association to discuss Association issues while they are on duty; the Association shall not be required to pay back money to the City for the time spent in said meeting.

Section 2. Whenever a representative of the Association plans on entering the City property for the purpose of conducting Association business or meets employees at a work site for the purpose of conducting Association business, the Association representative shall in advance 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. If the Association representative is a City employee, their presence must be on their own time or on pre-approved paid leave time (i.e., annual leave, compensatory time) or on pre-approved Association paid leave time that must be repaid to the City by the Association pursuant to Section 7.

Section 3. Association representatives 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 Association. Approval of this 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. If the Association representative is a City employee, their presence must be on their own time or on pre-approved paid leave time (i.e., annual leave, compensatory time) or on pre-approved Association paid leave time that must be repaid to the City by the Association pursuant to Section 7.

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

Section 5. a. The City agrees to allow at least three (3) employee representatives to sit at the bargaining table for the purpose of negotiations if said employees are on their own time or on pre-approved paid leave time (i.e., annual leave, compensatory time). Approval of this time will not be unreasonably withheld.

b. 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 if said employees are on their own time or on pre-approved paid leave time (i.e., annual leave, compensatory time) or on pre-approved Association paid leave time that must be repaid to the City by the Association pursuant to Section 7. The negotiating teams shall determine what expertise is needed.

Section 6. The Association shall notify the City, in writing, of the names of stewards and members of the Board of Directors of the Association within fifteen days of their appointment.

Section 7. The Association shall pay to the City the full cost of all Association paid leave time used by employees pursuant to Sections 2, 3 and 5 (b) of this article. Within five (5) business days of the end of each month the City will provide the Association with an invoice for the paid time used in the prior month. The Association shall remit full payment of each invoice to the City within seven (7) business days of receipt. If any payment is not timely received by the City the City may immediately discontinue the granting of any further Association paid leave time. The City may use all legal means to collect payment from the Association including but not limited to diverting and retaining dues monies deducted from employee payroll and an action in any

court of competent jurisdiction. The remedies set out in this Section are cumulative and not exclusive. The arbitration provisions of this Agreement shall not apply to disputes arising under this Section.

Article 5. 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 6. Management Rights

Section 1. Pursuant and in accordance with NRS 288.150, the City and the Association agree that the management officials of the City possess the sole right to operate the City and that all management rights as described below remain with the City officials.

a. Pursuant and in accordance with NRS 288.150 these subjects, which are not within the scope of collective bargaining and which are reserved to the City without negotiation include:

(i) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

(ii) The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to negotiated procedures for reduction in workforce.

(iii) The right to determine:

- Appropriate staffing levels and work performance standards, except for safety considerations;
- The content of the workday, including without limitation workload factors, except for safety considerations;
- The quality and quantity of services to be offered to the public; and
- The means and methods of offering those services.

(iv) Safety of the public.

(v) The right to take whatever actions may be necessary to carry out the City's responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Those actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Such action must not be construed as a failure to negotiate in good faith.

(vi) The ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

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

Article 7. Strikes

Section 1. 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 picketing, sympathy strike, work stoppage, slow-down or sit-down against the City under any circumstances.

Section 2. This Agreement is a guaranty by the parties that for its duration there will be no strikes, slow-downs, or sick-outs, and that all complaints, grievances or disputes arising out of the interpretation and application of this Agreement will be settled pursuant to its grievance and arbitration process.

Article 8. Warranty of Authority

The officials executing this Agreement in 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.

Article 9. Savings Clause

If any provision of this agreement or any application of the agreement to any person or persons covered herein be found contrary to federal law or the NRS, then that provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. If there is any change in federal law or the NRS that would invalidate or supplement any provision of this agreement, excluding changes in NRS Chapter 288, the parties will meet to negotiate any change in the agreement relative to the affected provisions only.

In the event NRS Chapter 288 is amended, the City and the Association will meet within thirty (30) days of such passage to informally discuss the ramifications, if any, on the current negotiated agreement.

Article 10. Fidelity Bond

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

Article 11. 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 12. Rules and Regulations

Section 1. The City may at any time issue and revise reasonable rules and policies. The Association agrees that its members shall abide by, and enjoy such benefits and be bound by of the policies, rules and regulations of the City of Boulder City that are not in conflict with this Agreement.

Section 2. Nothing in this Agreement shall be interpreted nor applied to cause the City or the Association to violate their policy on non-discrimination. The City and the Association shall cooperate to assure that no employee is discriminated against by reason of race, religion, creed, color, national origin, disability, sex, sexual orientation, gender identity or expression or age.

Article 13. Discipline and 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. The City may, in its discretion issue any employee a Documented Verbal Counseling prior to issuing progressive discipline. Progressive discipline may include one or more of the following steps:

- A. Written Reprimand, (sometimes also referred to as a "Written Warning");
- B. Suspension;
- C. Demotion; and
- D. Termination.

If at any time the City determines an investigation of an employee is warranted, if the City determines it is in its' best interest to remove the employee from the premises, it may place the employee on administrative leave pending the conclusion of the investigation. An employee on administrative leave during the investigation may be on leave with or without pay. Administrative leave pending investigation is not considered disciplinary action.

4. Any employee who receives a 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.

5. 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 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.

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

A. Written Reprimands shall not be used after twelve (12) months have passed with no disciplinary notices having been issued to that employee.

B. 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.

C. Performance Evaluations are exempt from this Article.

7. Upon request by the employee, and subject to the provisions of Section 3 of the Association Representatives Article 4, any non-introductory employee of the City shall be entitled to have an Association representative 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 Agreement or the violation of any City rule, regulation or policy.

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, including but not limited to unprofessional conduct in the presence of city employees or the public;
4. Conduct - which discredits the CITY;
5. Acts of moral turpitude;
6. Granting an improper privilege;
7. Threatening or striking another person;
8. Knowingly falsifying CITY documents;
9. Knowingly 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, racial or other forms of unlawful harassment;
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 and/or City 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, or misconduct in office.

B.- Attendance Category:

1. Tardiness;
2. Sick leave abuse;
3. Unexplained absence from duty;
4. Abandonment of post:

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 introductory period may be terminated or subject to disciplinary action if their performance, conduct or attendance 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: Disputes Over Discipline:

Any disputes over discipline issued pursuant to this Article are covered by the Grievance and Arbitration Article.

Article 14. 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, may shorten or waive the notice period at the City Manager's discretion.

Section 2. Sick Leave Payout. Effective upon ratification, an employee, who has achieved ten (10) years of service with the City is eligible for the payment of accumulated sick leave hours upon separation from the City. Accumulated sick leave will be paid per the following schedule:

<u>Length of Service</u>	<u>Percentage of Accumulated Sick Leave Paid</u>
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 one hundred percent (100%) of accumulated hours; subject to the maximum hours threshold defined below.

Employees must reach the next full year of service 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 as follows:

<u>Effective Date</u>	<u>Maximum Hours Available at Separation</u>
7/1/17	1245
7/1/18	1500
7/1/19	1755
7/1/20 and after	2016

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

Section 3. Temporary Employment. Temporary employment of an employee so engaged may be terminated prior to its expiration date at any time without any appeal.

Section 4. Nonconfirmation of appointment. Upon initial appointment all employees shall be subject to an introductory period of twelve (12) months which may be extended in the discretion of the City for an additional six (6) month period for a total initial introductory period of eighteen (18) months. The Association shall be notified in writing of such extension. If, during initial introductory 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 introductory appointment may not be appealed or grieved. The Association shall be notified when a bargaining unit eligible employee is separated because of nonconfirmation of appointment.

Section 5. Unsatisfactory Service. An employee, who has completed the introductory 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. For just cause as established in the Disciplinary process.

Section 6. Mental or Physical Disability. When, on the advice of a qualified physician designated by the City Manager, it is determined that an employee is incapable of performing the essential duties of the position satisfactorily because of a physical or mental impairment which is likely to continue indefinitely or to recur frequently, the appointment shall be evaluated for reasonable accommodation. If no accommodation can be reasonably made, the appointment shall be terminated.

Section 7. Abandonment of Post. An employee absent from duty without notice in excess of seventy-two (72) work hours shall be considered to have abandoned the employee's post and the employee's appointment shall be terminated provided that the employee's department head made a reasonable effort to locate the employee during the seventy-two (72) work hours. Reasonable effort shall be satisfied if the Department Head or designee tries to contact the employee at the employee's last known address and/or two witnessed calls to the employee's telephone number as the information is recorded in the employee's official personnel file.

Section 8. Procedure for Reduction in Force.

a. Any reduction in force shall take place in accordance with the following procedure:

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

(2) Preference for retention shall be based upon the ability to perform the job,

(3) Where two employees are equally qualified to perform the job, the City shall retain the employee with the longest seniority as defined in the Seniority Article.

(4) 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. An employee shall be given two weeks' notice, (or two weeks' pay in lieu of notice), before the effective date of a layoff.

(5) 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.

(6) Based upon the ability to perform the job, an employee, within one year of being laid off, may be recalled. Where two employees are equally qualified to perform the job, the City shall recall the employee with the longest seniority as defined in the Seniority Article.

Article 15. Grievance and Arbitration

Section 1. Definitions

In this article the following definition shall apply:

- "Grievance" - means a dispute raised by an employee or 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 Thursday 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 Friday, Saturday, Sunday or contract holiday, the period shall be extended to the next day which is not a Friday, Saturday, Sunday or contract holiday.

Section 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.

Subject to the provisions of Section 3 of the Association Representatives Article, an Association 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 Association 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. An employee, in the case of an individual grievance, or the Association must initiate the grievance procedure 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. The grievance must be received by the employee's Department Head, with a copy to the City Manager within fourteen (14) calendar days of the date after the grievable issue is alleged to have occurred.

B. A meeting shall be held with the Department Head or designee

and, subject to the provisions of Section 3 of the Association Representatives Article, 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, 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 Association.

D. If the employee or the Association disagrees with the decision, the employee or the Association 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.

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 delivery or mailing of the written decision from the City Manager.

F. The Association shall request a panel of Arbitrators from the Federal Mediation and Conciliation Service within seven (7) calendar days of the date of the written notice demanding arbitration.

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.

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.

H. 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.

I. 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. The arbitrator shall not combine or consolidate separate grievances for hearing without the express written consent of the parties.

The arbitrator's decision will be final and binding upon all parties concerned.

Section 5. Time Limits

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

Article 16. Seniority

Section 1. Seniority shall be granted on the basis of the employee's continuous full-time service to the City in a position in the bargaining unit. Continuous service is defined as that not broken by dismissal or resignation or leave of absence in excess of six months.

Section 2. City Seniority is seniority that shall commence from the actual date an employee first renders paid service to the City in a full-time regular position. In the event seniority between two or more employees is the same, seniority will be determined using the employees' ranking on the hiring list. The employee highest on the list will be deemed more senior. Seniority defined this way is applicable to reduction in force procedures. Awarding vacant positions, the biennial shift bid process, and bi-annual projected vacation requests will be based on time in grade seniority for each grade.

Section 3. Time in Grade Seniority shall commence from the original date of full-time appointment to classification/grade. In the event seniority between two or more employees is the same, seniority will be determined by using the employees' ranking on the hiring list.

Section 43. An employee shall not be entitled to any seniority rights during the initial probationary period of employment, but shall accrue seniority rights upon conclusion of the probationary period from the actual date an employee first renders paid service in a full-time regular position within the bargaining unit. Any employee placed on permanent status, from a temporary appointment, may be credited with such temporary time served towards the employee's probation period. An employee shall not be entitled to seniority rights while on temporary appointment.

Article 17. Work Day, Work Week, Shift Bid

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

a. 56 hour work schedule. 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. 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.

Section 2. Should either the City or the Association desire to return to the 56-hour work schedule identified in Section 1(a), such request shall be made to the other in writing, and both the City and the Association 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 Association 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 shall take place every two years.
- b) Personnel will bid on shifts, based on seniority with the department as defined in the Seniority Article.
- 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 shifts, 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 18. Annual Leave

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

- a. First year of employment - 112 hours
- b. Second through tenth year of consecutive employment - 168 hours

c. Eleventh through fifteenth year of consecutive employment - 224 hours

d. Over fifteen consecutive years of employment - 280 hours

Section 2. Employees may carry over a maximum of two 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 Shift Captain, the 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 introductory period, provided that no payment shall be made if the employee is separated during the employee's first year of service.

Section 6. Seniority will constitute a factor in annual leave scheduling.

Section 7. In the event of a Family and Medical Leave, referring to the Family and Medical Leave Act of 1993, annual leave accrued, will be charged against any Family and Medical Leave time in accordance with the Family and Medical Leave Act Policy of the City.

Section 8. Employees may elect to exchange up to a maximum of fifty-six (56) hours of annual leave for fifty-six (56) hours of pay, subject to the following conditions:

a. Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized 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 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 at the time of exchange.

Article 19. Sick Leave

Section 1. Sick leave shall accrue at the rate of 14 hours per month. 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 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) Health Care Provider Certificate : A health care provider certificate of recovery and fitness or health care provider certification of need to provide medical care shall be submitted by all employees upon return to work from any use of sick leave for periods longer than ~~forty-eight~~
(48) working hours.

Section 2. In the event of a Family and Medical Leave, referring to the Family and Medical Leave Act of 1993, sick leave days accrued, will be charged against any Family and Medical leave time in accordance with the Family and 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.

Article 20. Compensation for Non-Service Incurred Accidents or Illness

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

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

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

Section 4. In the event of a Family 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 and Medical Leave Act Policy of the City.

Article 21. Compensation for On Duty Injuries

Section 1. Since Nevada State Law prescribes all employees to be covered under workers compensation benefits, payment for medical and surgical

treatment as well as compensation for lost work time and other benefits shall be as determined by the Nevada Revised Statutes and the Nevada Administrative Code.

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

A. Three Shifts 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 seventy-two (72) work hours , and such compensation will not be charged against the employee's accumulated leave.

B. Over seventy-two (72) Work Hours -

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

C. Additional Ninety Days -

If the employee is unable to return to work after the 30th calendar day, and workers compensation lost time payments are continued, the City, upon application by the employee will extend supplemental payment for a longer period of time, not to exceed an additional ninety (90) calendar days (total time is 120 calendar days from date of injury). In the case of injury on duty that involves a deadly weapon, the City, upon application will extend the supplemental payment for a longer period of time, (30 shifts), not to exceed an additional ninety (90) 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 sick leave on a continuous basis and once sick leave is exhausted, then the employee is entitled to draw the employee's full wage against comp time, or annual leave.

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

D. Return to Work -

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

E. Health Insurance -

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

Section 3. In the event of a Family 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 and Medical Leave Act policy of the City.

Article 22. Safety

Section 1. The City shall provide protective clothing, as it may deem necessary.

Section 2. 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 3. 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 for conclusive action.

Section 4. The Department Head shall take whatever appropriate action he/she deems necessary.

Article 23. 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. President's Day , Third Monday in February
- d. Memorial Day, Last Monday in May
- e. Independence Day, July 4th
- f. Labor Day, First Monday in September
- g. Nevada Day, Last Friday in October
- h. Veteran's Day, November 11th
- i. Thanksgiving Day, Fourth Thursday in November
- j. Family Day, Fourth Friday in November
- k. Christmas Eve, December 24th
(eight (8) hours)
- l. Christmas Day, December 25th.

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

Section 2. In addition to the holidays specified in Section 1 above, each employee covered by this Agreement shall be entitled to one (1) Floating Holiday annually. Said holiday will be compensated as provided in Section 3.

Section 3. Holiday pay shall consist of sixteen (16) paid hours, eight (8) paid hours on Christmas Eve, in addition to regular pay and paid to all employee's in the bargaining unit, at the employee's base hourly wage for each holiday in the pay period.

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 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.

Article 25. Funeral Leave

Section 1. Funeral leave shall be granted as follows:

A full-time employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity may use up to a maximum of forty-eight (48) work hours of bereavement leave per each occurrence. Bereavement leave longer than forty-eight (48) work hours may be granted, up to a maximum of fourteen (14) additional work hours, with the advance approval of the employee's supervisor. Supervisors or managers may require evidence of attendance at the funeral.

Article 26. 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 employees 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 27. Leave of Absence for Military duty

1. Except as otherwise provided in subsection 2, any employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve or the Nevada National Guard must be relieved from the employee's duties, upon the employee's request, to serve under orders without loss of the employee's regular compensation for a period of not more than 15 working days in any 1 calendar year. No such absence may be a part of the employee's annual vacation provided for by law.

2. Any employee whose work schedule includes Saturday or Sunday and who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve or the Nevada National Guard must be relieved from the employee's duties, upon the employee's request, to serve under orders without loss of the employee's regular compensation for a period of not more than 39 working days in any 1 calendar year. No such absence may be a part of the employee's annual vacation provided for by law.

It is understood that this provision is in accordance with NRS 281.145.

3. Nothing in this Agreement limits the rights and protections of an employee under any applicable state or federal law regarding military service including but not limited to the Uniformed Services Employment and Reemployment Rights Act.

Article 28. 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 29. Insurance

Section 1. All bargaining unit employees shall participate in the health insurance plan offered by the City. Participation in the health insurance plan shall not require membership in the Association. This medical group benefits plan shall include but not be limited to health, life, dental and vision plans as administered by the City or other third party approved by the City. The City reserves the right to amend the health insurance plan at any time, including without limitation, changes in benefits, and terms of coverage, insurance companies or third party administrators. Provided that, after any such changes, the benefits and terms of coverage shall be similar to those enjoyed by the majority of the City's employees. The City shall pay up to the maximum amount per month per bargaining unit 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. The City shall pay the monthly contributions up to the following maximum amounts per month per bargaining unit employee:

<u>Effective</u>	<u>Amount</u>
July 1, 2017	\$950.00
July 1, 2018	\$1,000.00
July 1, 2019	\$1,050.00
July 1, 2020	\$1,100.00
July 1, 2021	\$1,150.00

Article 30. Retirement

Section 1. The City and the Association agree to adhere to NRS 286.421

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.

Article 31. Wages

Section 1. The hourly base wage rates of the classifications covered by this Agreement, as adjusted in accordance with Section 2 below, are set forth in Attachment A.

Section 2. Retroactive to October 1, 2017, the 2016-2017 final hourly wage schedule shall be increased by three percent (3%). Retroactive July 1, 2018, the 2016-2017 final hourly wage schedule, (as adjusted pursuant to the preceding sentence), shall be increased by three percent (3%) for the 2018-2019 fiscal year. The hourly base wage schedule for each classification shall reflect the following wage modifications:

<u>Effective</u>	<u>Base Wage Increase</u>
July 1, 2019	Three percent (3%)
July 1, 2020	Three percent (3%)
July 1, 2021	Three percent (3%)

Section 3. Firefighters with Paramedic Certification required to maintain a valid EMT-P (Paramedic) certificate licensed by the Clark County Health District shall be paid a base hourly rate 10% above the applicable Firefighter rate. Engineers with Paramedic Certification required to maintain a valid EMT-P (Paramedic) certificate licensed by the Clark County Health District shall, be paid a base hourly rate 10% above the applicable Engineer rate.

Section 4. Preceptor

An employee assigned as a Preceptor shall be given thirty-one (31) dollars per shift for the duration of the precepting.

Section 5. PERS Contributions

The City shall make PERS contributions on payments made under this Article to the extent required by the PERS statute and policies.

Section 6. Step Movement for 7/1/17-7/1/18

Step movement for eligible employees for the period 7/1/17-7/1/18 shall be as provided for in a side letter between the parties.

Article 32. Work Out-Of-Classification

Section 1. Temporary work assignments to an established position of higher grade within the bargaining unit shall be compensated at fifty-six dollars (56) per shift.

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

Section 2. 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.

Section 3. Temporary work assignments to an established position of higher grade outside the bargaining unit shall be compensated as follows: Fire Engineer to Fire Captain: Sixty-two dollars (62.00) per shift.

Firefighter to Fire Captain: One-hundred eighteen dollars (118) per shift.

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

Article 33 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.

Section 4. Comp Time

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

b. To accumulate Comp Time, employees may volunteer and the supervisor may allow the employee to accept time off rather than overtime pay. This Comp Time will be accumulated at the contractual rate earned. (If

the payment for overtime is at the one and one-half time rate then the employee shall get one and one-half times of Comp Time for each hour of overtime worked. If overtime is at a double time rate then the Comp Time will be at the double time rate). No employee will be required to accumulate Comp Time rather than be paid at the overtime rate.

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

d. Compensatory time off may accumulate to a maximum of one hundred 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 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 one hundred twelve (112) hours the employee must be paid at the applicable overtime rate for all hours above one hundred twelve (112) 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 34. 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 unless otherwise agreed upon by the City and the Association.

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Article 35. Duration of Agreement

This Agreement, dated this 9 day of April, 2019,
shall be effective from July 1, 2017 to June 30, 2022.

City of Boulder City, Nevada

By: Alfonso Noyola
Alfonso Noyola, City Manager

Attest: Lorene M. Krumm
Lorene M. Krumm, City Clerk

Approved as to form:

Steven Morris
Steven Morris, City Attorney

Boulder City Professional Firefighters Association, I.A.F.F. Local 5073

By: J. Clift
Justin N. Clift
President

ATTACHMENT A

CITY OF BOULDER CITY

FIREFIGHTER/FIRE ENGINEER UNIT CITY EMPLOYEES HOURLY WAGE SCHEDULE

Effective Date: **6/23/2016** **10/1/2017** **7/1/2018** **7/1/2019** **7/1/2020** **7/1/2021**
3.00% **3.00%** **2.00%¹** **3.00%** **3.00%**

050 Firefighter

Step 1	\$ 21.47	\$ 22.11	\$ 22.78	\$ 23.23	\$ 23.93	\$ 24.65
Step 2	\$ 22.55	\$ 23.23	\$ 23.92	\$ 24.40	\$ 25.13	\$ 25.89
Step 3	\$ 23.87	\$ 24.38	\$ 25.11	\$ 25.61	\$ 26.38	\$ 27.17
Step 4	\$ 24.86	\$ 25.61	\$ 26.37	\$ 26.90	\$ 27.71	\$ 28.54
Step 5	\$ 26.10	\$ 26.88	\$ 27.69	\$ 28.24	\$ 29.09	\$ 29.96

051 Firefighter Engineer

Step 1	\$ 23.62	\$ 24.33	\$ 25.06	\$ 25.56	\$ 26.33	\$ 27.12
Step 2	\$ 24.80	\$ 25.54	\$ 26.31	\$ 26.84	\$ 27.64	\$ 28.47
Step 3	\$ 26.04	\$ 26.82	\$ 27.63	\$ 28.18	\$ 29.02	\$ 29.89
Step 4	\$ 27.34	\$ 28.16	\$ 29.01	\$ 29.59	\$ 30.47	\$ 31.39
Step 5	\$ 28.71	\$ 29.57	\$ 30.46	\$ 31.07	\$ 32.00	\$ 32.96

¹ Adjusted for PERS increase effective 7/1/19.