



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 20, 2020

Staff Contact: Sandy Wartgow

Agenda Title: For Possible Action: Discussion and possible action regarding a memorandum of understanding between the Carson City Employees Association (CCEA), the Carson City Fire Fighters Association, International Association of Fire Fighters Local 2251 (Local 2251), and Carson City transferring the Patient Care Technician positions at the Fire Department from the bargaining unit represented by CCEA to the non-supervisory bargaining unit represented by Local 2251. (Sandy Wartgow, swartgow@carson.org)

Staff Summary: This memorandum of understanding transfers the patient care technician positions from CCEA to Local 2251. Transferring the positions provides the Fire Department with additional training and operational flexibility to meet the needs of the Fire Department in providing services to the public and in meeting contractual obligations.

Agenda Action: Formal Action / Motion

Time Requested: 10 Minutes

Proposed Motion

I move to approve the memorandum of understanding.

Board's Strategic Goal

Efficient Government

Previous Action

None

Background/Issues & Analysis

The Carson City Fire Department operates MedTrans vans, providing non-emergency transport, Basic Life Services (BLS) ambulances, and Advanced Life Support (ALS) ambulances. The BLS technicians operating the BLS Ambulances and the paramedics operating the ALS ambulances are in Local 2251. At present, the patient care technicians operating the MedTrans vans are in CCEA. This memorandum of understanding transfers the patient care technician positions from CCEA to Local 2251. Transferring the positions provides the Fire Department with additional training and operational flexibility to meet the needs of the Fire Department in providing service to the public and in meeting contractual obligations. The benefits provided to the patient care technicians under the Local 2251 CBA would be almost the same as those provided to the basic life services patient care technicians, and are very similar to the benefits that the patient care technicians currently receive under the CCEA CBA. Comparisons include:

- Salaries, retirement contributions, group life insurance, health insurance, annual leave, and longevity pay do not change.
- Shifts. Both CBAs contemplate a 40 hour work week. The Local 2251 CBA and the MOU offer 8, 10 and 12 hour shifts. The CCEA CBA permits flex time and contemplates a "3-12's plus an 8" schedule.

- Overtime. Overtime is generally the same, but the Local 2251 CBA offers overtime only upon approval of the Fire Chief.
- Temporary Duty Pay. The MOU provides for a 5% temporary duty pay when qualified patient care technicians are detailed to a BLS ambulance. The CCEA CBA provides for the same 5% temporary duty pay.
- Holiday Pay. The paid holidays are the same, however under the Local 2251 CBA a patient care technician will be able to choose whether he or she will add his or her holiday pay to his or her annual leave bank, or have it paid out, "within 30 days of ratification of this contract" and may change this election "once a year in writing." Under the CCEA CBA, an employee who works on a holiday may elect on his or her time card whether to be paid his or her full holiday pay, or to be paid a regular rate and to add his or her holiday pay to a Compensatory leave bank, but an employee's Compensatory leave bank cannot accrue time in excess of 7 shifts.
- Educational Incentive Pay. The CCEA CBA gives incentive pay of \$250 to \$500 per year, while the Local 2251 CBA only gives BLS/MedTrans employees a 2.5% incentive pay for being required to speak Spanish.
- Sick Leave. Sick leave is generally the same, with a few exceptions. While not addressed in the CCEA CBA, under the Local 2251 CBA, a patient care technician who dies in the line of duty shall have 100 percent of his or her sick leave paid out to his or her designated beneficiary or his or her estate, regardless of length of service. The CCEA CBA also does not have a minimum sick leave requirement, while the Local 2251 CBA provides a patient care technician must take a minimum sick leave of 4 hours.
- Absence Due to Injury. The Local 2251 CBA provides that an absence due to injury incurred in the course of employment is not charged against an association member's sick leave for a period not to exceed 90 days, while the CCEA CBA provides for a 60 day period.

Fiscally, Carson City paid out \$3,566.96 in BLS overtime for all of FY 19, and in the first half of FY 20 Carson City paid out \$12,729.86 of BLS overtime. Carson City would save this overtime, which would be partially offset from additional costs due to the 5% temporary duty pay when qualified patient care technicians are detailed to a BLS ambulance.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 288

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? Yes

Explanation of Fiscal Impact: The pay and benefits structure applicable to the Patient Care Technicians in the Local 2251 CBA is generally similar to the CCEA CBA and is not expected to result in significant savings or additional costs. Overtime savings is expected, which will be partially off-set by additional costs in other areas.

Alternatives

Do not approve the memorandum of understanding and provide alternative direction to staff.

Attachments:

[MedTrans MOU v8.docx](#)

[Med-Trans - BLS Cost Analysis.pdf](#)

Board Action Taken:

Motion: _____ 1) _____

Aye/Nay

2) _____

(Vote Recorded By)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), dated this ___ day of _____ 2020, is made by and between Carson City, Nevada, a Consolidated Municipality (“City”), the Carson City Employees Association (“CCEA”), and the Carson City Fire Fighters Association, Local 2251 of the International Association of Firefighters (“Local 2251”). City, CCEA, and Local 2251 may be individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS:

WHEREAS, City and CCEA have entered into a collective bargaining agreement, expiring on June 30, 2021, governing classified City personnel not represented by another union (“CCEA Agreement”); City and Local 2251 have entered into the Third Amended Collective Bargaining Agreement, expiring on June 30, 2023, governing designated Carson City Fire Department personnel (“Local 2251 Agreement”); and Patient Care Technicians and Senior Patient Care Technicians are not identified as represented by Local 2251 and are currently represented by CCEA; and

WHEREAS, City has identified that the Patient Care Technicians and Senior Patient Care Technicians have the same community of interest as Basic Life Support Patient Care Technicians, who are represented by Local 2251; and

WHEREAS, the City, CCEA, and Local 2251 have agreed to transfer the Patient Care Technician and Senior Patient Care Technician positions from the CCEA bargaining unit to the Local 2251 bargaining unit;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this MOU, the Parties do agree as follows:

1. **Transfer of Patient Care Technician Positions from CCEA to Local 2251.**
 - A. City and Local 2251 agree that the bargaining unit represented by Local 2251, as specified in Paragraph 2.1 of the Local 2251 Agreement, shall include City’s Patient Care Technicians and Senior Patient Care Technicians, in addition to all other listed City employees.
 - B. CCEA consents to including the Patient Care Technicians and the Senior Patient Care Technicians in the Local 2251 bargaining unit, and City and CCEA agree that Paragraph 1.1(c) of the CCEA Agreement shall be interpreted to exclude Patient Care Technicians and the Senior Patient Care Technicians from the CCEA bargaining unit because the Patient Care Technicians and the Senior Patient Care Technicians are now included in the Local 2251 bargaining unit.

2. **The CCEA Agreement.** The City and CCEA agree that no changes affecting the language of the CCEA Agreement shall be made by virtue of this MOU.

3. **The Local 2251 Agreement.** City and Local 2251 agree to the following:

A. Except as otherwise stated in this MOU, Patient Care Technicians and Senior Patient Care Technicians are subject to the same contractual provisions as BLS Patient Care Technicians under the current Local 2251 Agreement.

C. The Patient Care Technician classification pay grade is A1. See Article 5, Section B, Paragraph 5.1 of the Local 2251 Agreement.

D. The Senior Patient Care Technician classification pay grade is A3. See Article 5, Section B, Paragraph 5.1 of the Local 2251 Agreement.

E. Effective July 1st of each year until the expiration of the Local 2251 Agreement, the minimum and maximum salary range for the Patient Care Technicians and the Senior Patient Care Technicians shall be adjusted upward by 1.75%. See Article 5, Section B, Paragraph 5.2 of the Local 2251 Agreement.

F. Article 7 of the Local 2251 Agreement will include a twelve (12) hour shift, with Association Members working an average of forty (40) hours per week for a total of 2,080 per year. See Article 7 of the Local 2251 Agreement.

H. Patient Care Technicians and Senior Patient Care Technicians will not be offered overtime except in rare cases and only on approval by the Fire Chief. See Article 8 of the Local 2251 Agreement.

I. Employer may staff a BLS Ambulance with one (1) qualified BLS Patient Care Technician, and one (1) qualified full time or part time employee in certain circumstances for a temporary period of time to ensure there are two (2) people staffing the BLS Ambulance. See Article 9, Paragraph 9.2 of the Local 2251 Agreement.

J. A qualified Patient Care Technician detailed to a BLS Ambulance will receive an additional 5% of his or her base wage during the time that he or she is detailed to the BLS Ambulance. Upon termination of the temporary assignment, the Patient Care Technician will return to his or her original compensation. Detail pay will be paid on the payroll for the pay period within which the detail assignment is performed. See Article 10 of the Local 2251 Agreement.

K. When computing Holiday Pay, Patient Care Technicians, Senior Patient Care Technicians, and BLS Patient Care Technicians working twelve (12) hour shifts shall receive: (a) pay for twelve (12) hours, or (b) twelve (12) hours added to their annual leave time, computed at their regular hourly rate, for each legal holiday, whether on duty or not, as full compensation for such holidays. Patient Care Technicians, Senior Patient Care Technicians, and BLS Patient Care Technicians working ten (10) hour shifts shall receive: (a) pay for ten (10) hours, or (b) ten (10) hours added to their annual leave time, computed at their regular hourly rate, for each legal holiday, whether on duty or not, as full compensation for such holidays. Each Patient Care Technician or Senior Patient Care Technician shall specify in which manner he or she wishes to receive his or her holiday compensation within 30 days of execution of this MOU by the City, Local 2251, and CCEA. Each Patient Care Technician or Senior Patient Care Technician may make the above election in writing once a year on or before January 1, which election is effective for one year beginning on the Following July 1. See Article 11, Paragraph 11.4 of the Local 2251 Agreement.

L. Patient Care Technicians and Senior Patient Care Technicians will not be offered employer paid physical examinations. See Article 20 of the Local 2251 Agreement.

M. Layoffs shall proceed in ascending order of seniority for Patient Care Technicians and Senior Patient Care Technicians. Ranking will be determined on the date of hire in accordance with Department policy. Date of hire shall carry over from CCEA. Patient Care Technicians and Senior Patient Care Technicians will be considered separately from BLS or FS and FP members for purposes of workforce reduction procedures. See Article 31, Section B, Paragraph 31.1 of the Local 2251 Agreement.

N. Patient Care Technicians and Senior Patient Care Technicians must maintain at least the following licensing and certification: (1) a valid Driver's License, in the class determined by the Department; (2) Current Emergency Medical Technician (EMT) – Basic certification (preferred) or Current CNA Licensure; and (3) First Aid, CPR and AED certification. It is preferred that Patient Care Technicians and Senior Patient Care Technicians also have the ability to obtain an Ambulance Attendant license. See Article 46 of the Local 2251 Agreement.

4. **Effective Date.** This MOU becomes effective on the date of the last authorized signature when signed by all parties.

5. **Entire Agreement.** This MOU constitutes the entire agreement of the Parties and is the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

6. **Severability.** If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU will be construed as if the provision did not exist, the provisions will not be construed to render any other provision or provisions of this MOU unenforceable, and the remaining terms of this MOU will continue in full force and effect.

7. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank; signature blocks follow on the next page.)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below.

CCEA:

Uriah Wise, CCEA President

Date

LOCAL 2251:

Bryon Hunt, Local 2251 President

Date

Carson City:

Sean Slamon, Fire Chief

Date

Robert Crowell, Mayor

Date

Attest:

Aubrey Rowlett, Clerk-Recorder

Date

Approved as to form:

Deputy District Attorney

Date

MED-TRANS - BASIC LIFE SUPPORT - MOU Analsys

FISCAL GOAL: Ability to use Med-Trans Drivers who have certifications necessary to cover BLS Drivers when Sick or on Annual.

	<u>Rate of Pay</u>	<u>Hours</u>	<u>Amount</u>
BLS Drivers Overtime		446.75	\$ 12,729.86
BLS Average Base Pay	\$ 20.0171		
	NOTE: One employees base pay was \$18.4941, he no longer works for the City.		
Med-Trans			
Average Base Pay	\$ 17.8382		
Responsibility		<u>5%</u>	
Cost of Med-Trans for BLS	\$ 18.7301		\$ 8,367.66
Savings			\$ 4,362.20
Med-Trans Overtime		104.75	\$ 2,920.11

NOTE: Med-Trans has OT, but it is easier to hire Contract or Part Time Employees for this function.