

Item # 3-2

**City of Carson City  
Agenda Report**

**Date Submitted:** 8-26-08

**Agenda Date Requested:** 9-4-08

**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Human Resources

**Subject Title:** Action to approve the collective bargaining agreement between Carson City and the Carson City Fire Department Classified Chief Officers Association for the period July 1, 2008 to June 30, 2010

**Staff Summary:** Negotiations between Carson City and the Classified Chief Officers Association (Battalion Chiefs) have been successfully concluded, resulting in a proposed two year contract, which is essentially an extension of the previous agreement. This contact satisfies the interests of both the City and the employees. The duration of the agreement will put the contract expiration on the same schedule as the firefighters association.

**Type of Action Requested:** (check one)  
 Resolution  Ordinance  
 Formal Action/Motion  Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve the collective bargaining agreement between Carson City and the Carson City Fire Department Classified Chief Officers Association for the period July 1, 2008 to June 30, 2010

**Explanation for Recommended Board Action:** The Board of Supervisors is requested to approve this proposed agreement. Following BOS approval, the new terms and conditions of the contract will be implemented effective as of July 1, 2008.

**Applicable Statute, Code, Policy, Rule or Regulation:** Nevada Revised Statute - Section 288

**Fiscal Impact:** The costs above the current agreement will be approximately \$52,000 over the two year period.

**Explanation of Impact:** The proposed salary increases make up the majority of these costs. The funds for fiscal year 2008/2009 were accounted for and are included in the current Fire Department budget.

**Funding Source:** General Fund – Salary line item (Fire Department budget)

**Alternatives:** approve or instruct that negotiations resume

**Supporting Material:** Proposed collective bargaining agreement

**Prepared By:** R. Stacey Giomi, Interim Human Resources Director

**Reviewed By:** *R. Stacey Giomi*  
(Human Resources Director)

Date: 8/26/08

*[Signature]*  
(City Manager)

Date: 8/26/08

*Melanie Byaketta*  
(District Attorney)

Date: 8-26-08

*Michelle Akouant*  
(Finance Director)

Date: 8-26-08

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay  
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(Vote Recorded By)

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**COLLECTIVE  
BARGAINING  
AGREEMENT**

CARSON CITY  
and the  
CARSON CITY FIRE DEPARTMENT  
CLASSIFIED CHIEF OFFICERS ASSOCIATION

(July 1, 2008, to June 30, 2010)

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1 ARTICLE 1                    PREAMBLE

2            This Agreement is entered into by and between Carson City, hereinafter  
3 referred to as "Employer," and the Carson City Fire Department Classified  
4 Chief Officers Association, hereinafter referred to as the "Association."  
5 Members of the Association, employed by the Employer, are referred to as  
6 "Employees."

7            It is the purpose of this agreement to achieve and maintain harmonious  
8 relations between Employer and Association; to provide for equitable and  
9 peaceful adjustment of differences which may arise; and to establish proper  
10 standards for wages, hours, and other conditions of employment.

11  
12 ARTICLE 2                    RECOGNITION

13            Employer recognizes the Association as the exclusive bargaining agent  
14 for all Employees in the classification or equivalent rank of Battalion Chief  
15 including, but not limited to, the Suppression Battalion Chief(s), Training  
16 Officer(s), and EMS Battalion Chief, and excepting all other employees in the  
17 Fire Department.

18  
19 ARTICLE 3                    STRIKES, LOCKOUTS AND DISCRIMINATION

20            3.1 STRIKES            Association and its members will not strike against  
21 Employer under any circumstances. As used in this article, strike means any  
22 concerted:

- 23            a.            Stoppage of work, slowdown, or interruption of operations
- 24 by Employees;

25

1           b.     Absence from work by Employees upon any pretext or excuse  
2 which is not founded in fact; or

3           c.     Interruption of the operations of Employer by Association.

4           3.2    LOCKOUTS     Employer will not lock out, restrain, coerce,  
5 interfere with, or discriminate against any Employee because of membership in  
6 Association or lawful activity on behalf of Association.

7           3.3    DISCRIMINATION     Employer will not discriminate against an  
8 Employee because of race, color, religion, sex, age, physical or visual  
9 handicap, national origin, or political or personal reasons or affiliations.

10  
11 ARTICLE 4    RIGHTS OF MANAGEMENT

12           Those subject matters which are not within the scope of mandatory  
13 bargaining and which are reserved to Employer without negotiations include:

14           a.     The right to hire, direct, assign, or transfer an Employee, but  
15                 excluding the right to assign or transfer an Employee as a form  
16                 of discipline.

17           b.     The right to reduce in force or lay off an Employee because of  
18                 lack of work or lack of funds subject to the procedures for  
19                 reduction in workforce set forth in this agreement.

20           c.     The right to determine:

21                 1.     Appropriate staffing levels and work performance standards,  
22                         except for safety considerations;

23                 2.     The content of the workday including, without limitation,  
24                         workload factors, except for safety consideration;

25

1           3.     The quality and quantity of services to be offered to the  
2                     public; and

3           4.     The means and methods of offering those services.

4           d.     Safety of the Public.

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6     ARTICLE 5                 RESIDENCE

7           Employees shall not be required to reside within Carson City but must  
8     reside within thirty (30) minutes of Fire Station #1. When assigned to  
9     emergency duty call, employees shall remain available in a location within  
10    fifteen (15) minutes of Fire Station #1.

11  
12    ARTICLE 6                 SALARIES

13           6.1    The base salary ranges of the Employees are established by this  
14                     article.

15                 6.1.1 For the period of July 1, 2008, through June 30, 2009, the  
16     salary range of the Employees shall be \$73,264.30 to \$104,666.56.

17                 6.1.2 For the period of July 1, 2009, through June 30, 2010, the  
18     base salary range shall be adjusted to reflect the Cost of Living increase  
19     and base salary adjustment granted to the Carson City Firefighters  
20     Association for the same period.

21  
22    ARTICLE 7                 MERIT SALARY INCREASES

23           7.1    Upon the recommendation of the Fire Chief, annual merit  
24     increases, in increments of up to 2.5% in recognition of overall standard  
25     performance of their assigned duties, 5.0% in recognition of overall very





Martin Luther King's Birthday	Second Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth of July
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Day after Thanksgiving
Christmas Day	December 25

9.2 Any day that may be appointed by the President of the United States for public fast, thanksgiving, or as a legal holiday except for Columbus Day, is a legal holiday for Employees.

9.3 Employees who are assigned to 24-hour shifts will be paid 12 hours of additional pay for each holiday provided for in Article 9.

Employees who are assigned as operations battalion chiefs to 10-hour shifts will be paid 10 hours of additional pay for each holiday provided for in Article 9. Employees may elect to have the holiday pay in hours provided for in this Article added to their annual leave pool on an hour for hour basis. This election must be declared by December 1 of each year for the following fiscal year.

9.4 Employees assigned as staff battalion chiefs observe the holidays provided for in Article 9 by having the day off and getting regular pay.

ARTICLE 10                      EDUCATIONAL INCENTIVE PAY

10.1 Employees are eligible to receive educational incentive pay for educational achievements related to their current job classifications as determined by the written approval of the Fire Chief. The written approval must be obtained prior to entering the educational process if the education is obtained after employment. Any two of the three following types of incentive pay shall be paid to eligible Employees as follows:

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- a. A.A. degree from an accredited United States school 2.5% added biweekly
- b. B.A. or B.S. degree from an accredited United States school 2.5% added biweekly
- c. Executive Fire Officer Certificate issued by the National Fire Academy 2.5% added biweekly

10.2 Battalion Chiefs who hold current EMT II certification as determined by state standards or a higher degree receive 2.5% added biweekly to their salary. Battalion Chiefs who hold current paramedic certification as determined by state standards and the local medical board shall receive 6.0% added biweekly to their salary. Battalion Chiefs may only receive incentive pay for either EMT II certification or paramedic certification, not both.

10.3 Battalion Chiefs enrolled in a paramedic program are not eligible to receive tuition and book costs.

10.4 Battalion Chiefs shall not receive tuition or book costs for courses or degrees completed prior to their employment. Employees who have taken courses prior to July 1, 1999, shall not receive tuition or book costs incurred prior to July 1, 1999.

10.5 Tuition and book costs for up to six credits per semester shall be reimbursed fully upon completion of a course toward one of those designations set forth in paragraph 10.1 if the Employee earns a grade of C or better and produces receipts demonstrating his or her payment of tuition and book costs. An Employee who receives a scholarship is only entitled to reimbursement of out-of-pocket expenses incurred in paying tuition or purchasing books.

1           10.6 Once the Battalion Chief obtains a hazmat technician certificate  
2 and is certified by the Fire Chief, he or she will be assigned by the Fire  
3 Chief to a Hazardous Materials Response Unit and is thereafter eligible to  
4 receive incentive pay of 3.0% of the employee's base wage added to each  
5 biweekly pay period during said assignment. The courses of training and the  
6 certificates are subject to approval of the Fire Chief and must be completed  
7 on the Employee's own time or during work hours authorized by the Fire Chief  
8 or the Chief's designee.

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10 ARTICLE 11           TRADES

11           Employees may exchange or trade work hours or shifts provided it does  
12 not interfere with the effective operation of the Fire Department. All  
13 trades are subject to prior approval of the Fire Chief or his designee.

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15 ARTICLE 12           PAYROLL DEDUCTIONS

16           12.1 Employees may authorize biweekly deductions from their wages for  
17 Association dues, the United Way Fund, the Nevada State Employees Credit  
18 Union, group insurance, and deferred compensation programs, and such other  
19 purposes as Employer may approve. Such authorizations must be filed with the  
20 Director of Finance on forms provided by the Employer.

21           12.2 An authorization for payroll deductions remains in effect until  
22 it is rescinded by the Employee. However, if an Employee's wages for any pay  
23 period are less than his or her total authorized deductions, no deductions  
24 shall be made for the pay period, and the Employee will hold Employer  
25 harmless for nonpayment of these deductions.

1           12.3 Association shall indemnify and defend against claims made or  
2 actions filed against Employer as a result of its compliance with this  
3 article.

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5 ARTICLE 13                   RETIREMENT CONTRIBUTIONS

6           The City will make Nevada Public Employee Retirement System (PERS)  
7 contributions in accordance with Nevada law.

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9 ARTICLE 14                   CLOTHING ALLOWANCE

10           Effective July 1, 2008, Employer will pay each employee one thousand  
11 dollars (\$1,000) per year toward the cost of uniforms. Effective July 1,  
12 2009, the amount will increase to one thousand two hundred dollars (\$1,200).  
13 Payments shall be made in two equal installments on the first payday in  
14 December and the last payday of June.

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16 ARTICLE 15                   REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

17           The City agrees to reimburse employees for watches, eyeglasses, and  
18 contact lenses damaged, lost, or destroyed on the fire ground or while  
19 performing job-related duties within thirty (30) days of the reported loss as  
20 certified by the Fire Chief. Reimbursement shall be according to the  
21 following:

- 22           a.     Watches up to \$50
- 23           b.     Prescription eyeglasses/contact lenses up to 50% of repair or  
24 replacement cost up to a maximum of \$300, with City's maximum share \$150.
- 25           The first \$100 of the repair or replacement will be paid by the City.

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ARTICLE 16                    GROUP LIFE INSURANCE

The Employer shall provide group term life insurance for each Employee, such that the total amount of the policy or policies is \$20,000 for each Employee.

ARTICLE 17                    GROUP HEALTH INSURANCE

17.1 All Employees, except those on a temporary status and those excluded from enrollment by the terms and conditions of the insurance contract, may enroll in Employer's group health insurance plan, and shall be covered after a waiting period of sixty (60) days of continuous service.

17.2 Employer-Employee Share of Premium

a. Employer shall pay 100% of the Employee's premium for group health insurance and 75% of the dependents' premium for group health coverage effective on and after February 1, 2005.

b. The Employee shall have the option of converting the health insurance at the time of his or her separation from employment by Employer by commencing to pay 100% of the total premium. Effective February 1, 2005, the City will pay 90% of retiree group health insurance medical coverage premiums plus 50% of the spouse's and eligible dependents' premium except as provided below. This benefit only applies to bargaining unit Employees retiring under a qualified Nevada PERS retirement after July 1, 2002. The City agrees to cover eligible retirees and dependents, as the term "dependents" is defined in the City's group health insurance plan in existence on the date of retirement, under the City group health insurance plan offered to active

1 employees, as modified from time-to-time, not including dental, vision, and  
2 life insurance coverage which, if available, may be obtained and paid solely  
3 by the retiree or eligible dependent(s) if retiree is deceased. Employees  
4 electing to change from the current active City group insurance plan to  
5 medical coverage under the Nevada Public Employee's Benefit Plan (PEBP) will  
6 not be covered under this negotiated benefit during any period of coverage  
7 under the PEBP, unless the PEBP is also the then active City group insurance  
8 plan, provided that, nothing in this sentence shall be construed as a waiver  
9 of any obligation of the City to make statutorily required payment to PEBP on  
10 the behalf of retired Employees who elect to be covered under PEBP.

11 (1) In order to be eligible for the benefit provided in Section  
12 17.2(b), the bargaining unit Employee/retiree of the Carson City Fire  
13 Department will have (i) a minimum of 20 continuous years of full-time  
14 service with the Carson City Fire Department; (ii) reached at least 47 years  
15 of age; and (iii) actually retired under the Nevada PERS retirement  
16 qualifications in existence on the date of retirement. Provided that, if a  
17 bargaining unit Employee retires prior to age 47 and meets the requirements  
18 of (i) and (iii) above, the bargaining unit Employee/retiree will be eligible  
19 for the benefits of this subsection 17.2(b) upon attaining the age of 47,  
20 and, prior to age 47, shall be entitled to continue as a retiree on the City  
21 group insurance plan and shall be entitled to payment for the insurance for  
22 which the bargaining unit Employee would otherwise qualify had the bargaining  
23 unit Employee not been covered under the collective bargaining agreement,  
24 provided that, a bargaining unit Employee retiring before age 47 must either

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1 continue coverage under the City plan or PEBPS in order to be qualified for  
2 the benefits in this Section 17.2(b) upon attaining age 47.

3 (2) The City will pay premiums for:

4 (a) The bargaining unit Employee/retiree from the effective  
5 date of Nevada PERS retirement until death. After the retiree reaches the  
6 eligibility age for federal benefits under Medicare or age 65, whichever  
7 occurs first, the health insurance coverage premium paid by the City on  
8 behalf of the retiree will be reduced to either (i) 50% of the eligible  
9 "single employee with Medicare premium," or (ii) the payment to which the  
10 retiree would otherwise be entitled under the then existing City policy or  
11 regulation providing for insurance payments for retired City employees, were  
12 the retiree eligible for insurance contribution under the policy or  
13 regulation. The retiree shall, in the retiree's sole discretion, elect  
14 between (i) and (ii) at the time of Medicare eligibility. Under both (i) and  
15 (ii), such coverage under the City's group insurance plan is secondary to  
16 Medicare coverage. Provided that, if Medicare age has increased beyond age  
17 65, the 50% payment under (i) shall apply to the "Employee without Medicare"  
18 premium. In the event the City eliminates the policy or regulation for  
19 subsidizing payment of retiree health insurance, any retiree who elected (ii)  
20 above shall automatically revert to receiving the benefits specified in (i)  
21 above. In order to receive payment under (i) or (ii), the retiree must  
22 comply with any requirements pertaining to Medicare which are imposed by the  
23 City's insurance carrier as a precondition of being eligible to qualify as a  
24 retiree covered by the insurance plan, as modified from time-to-time, or  
25 required by law.



1           (b)    The spouse of the bargaining unit Employee/retiree (current  
2 at time of the Employee's separation from the City) until death or divorce.  
3 After the spouse reaches the eligibility age for federal benefits under  
4 Medicare or age 65, whichever occurs first, the health insurance coverage  
5 premium paid by the City on behalf of the spouse will be reduced to 25% for  
6 the "single dependent with Medicare premium." After reaching the eligibility  
7 age for federal benefits under Medicare or age 65, whichever occurs first,  
8 such coverage under the City's group insurance plan is secondary to Medicare  
9 coverage. In order to receive payment once the spouse has reached the  
10 eligibility age for federal benefits under Medicare or age 65, whichever  
11 occurs first, the spouse must comply with any requirements pertaining to  
12 Medicare which are imposed by the City's insurance carrier, as a precondition  
13 of being eligible to qualify as a spouse covered by the insurance plan, as  
14 modified from time-to-time, or required by law. In the event a retiree  
15 remarries after separation from the City, the spouse will not be included in  
16 the health insurance premium.

17           (c)    Dependents (current at time of the bargaining unit  
18 Employee's separation from the City), as defined by the rules of the City  
19 Group Health Insurance Plan in effect at the time of the separation. After  
20 the dependent reaches the eligibility age or is otherwise eligible for  
21 federal benefits under Medicare, or age 65, whichever occurs first, the  
22 health insurance premium paid by the City on behalf of the dependent will be  
23 reduced to 25% of the "single dependent with Medicare premium." After  
24 reaching the eligibility age or being otherwise eligible for federal benefits  
25 under Medicare, or age 65, whichever occurs first, such coverage under the

1 City's group insurance plan is secondary to Medicare coverage. In order to  
2 receive payment once the dependent has reached the eligibility age or is  
3 otherwise eligible for federal benefits under Medicare, or age 65, whichever  
4 occurs first, the dependent must comply with any requirements pertaining to  
5 Medicare which are imposed by the City's insurance carrier, as a precondition  
6 of being eligible to qualify as a dependent covered by the insurance plan, as  
7 modified from time-to-time, or required by law.

8 (d) In the event of the death of the bargaining unit  
9 Employee/retiree, the spouse will continue to receive this benefit until  
10 death or remarriage subject to requirements in (2)(b). Dependents, as  
11 defined in (2)(c), will continue to receive benefits in the event of the  
12 death of the Employee/retiree, as long as they meet the definition of  
13 dependents in the City Group Health Insurance Plan in effect at the time of  
14 retirement.

15 (e) In the event of a catastrophic injury or medical illness  
16 which forces a bargaining unit Employee who has not reached 20 years of  
17 service and age 47 to retire from the Carson City Fire Department under NRS  
18 616/617 (Work Related Injury or Illness) or as a Nevada PERS disability  
19 retirement, this benefit will be prorated for the Employee at 5.0% per year  
20 of service after the Employee has worked for the Carson City Fire Department  
21 for ten (10) years, up to a maximum of 90%, and subject to the provisions of  
22 paragraph (2)(a) above concerning the bargaining unit Employee reaching the  
23 eligibility age or being otherwise eligible for federal benefits under  
24 Medicare, or age 65, whichever occurs first. Ten years starts at 50%. The

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1 benefit under this subparagraph (e) does not apply to spouse or dependents  
2 and does not trigger any spousal or dependent benefits under this Article.

3 (3) If the benefits provided to retirees and their spouses and  
4 dependents under Section 17.2b are modified (reduced or eliminated) in the  
5 future by mutual agreement of the City and the Association, including binding  
6 fact finding or interest in arbitration pursuant to NRS Chapter 288, such  
7 modification shall not apply to retirees and their spouses and dependents  
8 then receiving the benefits; and the retirees and their spouses and  
9 dependents shall continue to receive the benefit on the basis specified by  
10 the collective bargaining agreement in effect as of the date of retirement.

11 (4) This provision of the contract is in exchange for a permanent  
12 1.0% reduction in the bargaining unit Employee's biweekly base salary,  
13 effective on and after February 1, 2005. Should the Retirement Insurance  
14 benefit provided for in this Article be eliminated, the 1.0% reduction in the  
15 Employee's biweekly base salary shall be restored on and after the effective  
16 date of the elimination of this benefit.

17  
18 ARTICLE 18                    PHYSICAL EXAMINATIONS

19 18.1 All Employees shall have physical examinations in accordance with  
20 the requirements of NRS Chapter 617. The examination shall be completed by a  
21 duly licensed physician, and shall meet the requirements of NRS 617.4455(2)  
22 and NRS 617.457(3). At the Employer's option, the examination will be  
23 performed by a physician contracted by the City. The examination will be at  
24 the Employer's expense and may be scheduled during duty hours at the option  
25 of the Employee.

1           18.2 Employer shall also provide an annual hearing test by a qualified  
2 technician for each Employee at the Employer's expense. The test shall be  
3 scheduled during the physical examination.

4           18.3 A Prostigan Specific Antigan (PSA) test shall be included in the  
5 physical examination for each Employee over the age of 50 years at the  
6 Employer's expense.

7           18.4 Employer, at its expense, shall provide immunizations and tests  
8 deemed necessary by law, OSHA recommendations, or the Fire Chief.

9           18.5 The parties recognize the Employer's right to develop and adopt  
10 minimum physical fitness standards which are based on essential functions of  
11 the Employee's job description. Failure to meet the minimum physical fitness  
12 standards may lead to suspension, demotion, or termination of the Employee.  
13 Any Employee who can not meet the minimum standards at the time of the annual  
14 testing due to illness or injury as substantiated by a physician shall have a  
15 time period as established by the physician to heal and/or rehabilitate  
16 before being tested again without penalty. By agreeing to this provision,  
17 the Association does not approve the physical fitness standard adopted by the  
18 Employer and reserves all rights to challenge the job-related validity or  
19 other aspects of the standard to the extent that such challenge is not in  
20 conflict with the Employer's right under NRS 288.150(3).

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22 ARTICLE 19                   ANNUAL LEAVE

23           19.1 Eligibility. For the purpose of determining eligibility for  
24 annual leave, the term "continuous service" means that service commencing  
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1 with the appointment to positions with the Employer and continuing until  
2 resignation or discharge.

3 19.2 Qualifying Period. Upon employment, an Employee will begin to  
4 accrue annual leave; however, an Employee may not use annual leave until he  
5 or she has completed six months of continuous service.

6 19.3 Accrual Rate.

7 a. Subject to the provisions of Section 19.8(c), all Employees shall  
8 accrue annual leave at the following rates:

9 <u>Continuous Service</u>	<u>8/10-Hour Shift</u>	<u>24-Hour Shift</u>
10 0-60 months	10 hrs. per month	14 hrs. per month
11 60 months or more	14 hrs. per month	20 hrs. per month
12 Maximum accumulation	240 hrs.	408 hrs.

13 b. Vacation credits shall accrue for each period in which the  
14 Employee is in full pay status. Seasonal, part-time, or intermittent  
15 Employees are ineligible for vacation benefits.

16 c. An Employee who has accrued annual leave in excess of the maximum  
17 specified above, and who through no fault of his/her own is unable to use  
18 such excess annual leave prior to January 1 of the year following the year in  
19 which such leave is accumulated, shall be allowed to accrue annual leave in  
20 excess of the maximum subject to written approval of the Fire Chief.

21 19.4 Vacation Pay. An Employee shall be paid his/her regular hourly  
22 rate for each hour of annual leave used. Battalion Chiefs shall note the  
23 charges for vacation of less than one day (deleted if employees subsequently  
24 are found to be entitled to FLSA overtime).

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1           19.5 Reservation of Vacation Time. Employee requests for vacation  
2 dates shall be granted whenever practical, but the operational requirements  
3 of the Fire Department, as determined by the Fire Chief, shall prevail.

4           19.6 Minimum Vacation Time. The minimum vacation period of annual  
5 leave that may be used is one hour. Fractions of an hour shall be rounded  
6 off to the next whole hour.

7           19.7 Advanced Leave. Under special circumstances, annual leave may  
8 be advanced to an Employee. Requests for advanced leave must be fully  
9 justified and approved by the Fire Chief and the City Manager. Each request  
10 will be considered separately on its own merits.

11           19.8 Separation From City Employment.

12           a. Subject to the provisions of Section 19.8(c), an Employee who is  
13 about to resign, retire under the provisions of the Nevada Public Employees  
14 Retirement System, or is being laid off without fault on his/her part, may  
15 either be granted sufficient time to use his/her accrued annual leave before  
16 the effective date of resignation, retirement, or layoff, or be paid a lump  
17 sum for such accrued leave at his/her regular hourly rate.

18           b. An Employee nearing retirement must give Employer at least ninety  
19 (90) days notice in order to allow Employer sufficient lead time to hire a  
20 successor. Exceptions to this requirement may be granted upon written  
21 request by the Employee, through the Fire Chief, to the City Manager.

22           c. An Employee shall give the Fire Chief written notification at  
23 least two (2) weeks prior to resignation or the Employee shall waive the  
24 ability to receive a lump sum payment for 80 hours of accrued annual leave  
25 except in emergencies approved by the Fire Chief or his designee, which

1 approval shall not be unreasonably withheld. The forfeiture of the right to  
2 receive said lump sum payment shall not waive the right to take said time  
3 off.

4 19.9 Death of Employee. Upon the death of an Employee, a lump sum  
5 payment for his/her accrued leave will be made to his/her beneficiary or  
6 estate, upon receipt of proof of death and the beneficiary. The City Manager  
7 shall instruct the Human Resources Director on the disposition of such cases.

8  
9 ARTICLE 20 MILITARY LEAVE

10 Members of the bargaining unit will be granted military leave in  
11 accordance with NRS 281.145 in effect at the time of military leave.

12  
13 ARTICLE 21 SICK LEAVE

14 21.1 Eligibility. For the purpose of determining eligibility for sick  
15 lave, the term "continuous service" means that service commencing with  
16 appointment to a position with the Employer and continuing until resignation  
17 or discharge. For the purpose of determining such leave earned, the term  
18 "actual service" shall mean the number of days actually worked on the job;  
19 provided, however, that absence from work due to sick leave with pay,  
20 vacation, injury, or illness incurred in the City service and absence on  
21 temporary military duty shall be deemed actual service.

22 21.2 Qualifying Period. There is no qualifying period.

23 21.3 Accruals. All 8 and 10-hour Employees accrue sick leave at 10  
24 hours per month, with a maximum accrual of 960 hours. All 24-hour shift  
25 employees accrue sick leave at 14 hours per month, with a 1,512 hour maximum

1 accrual. Once an Employee reaches the maximum accrual of 960 hours for an 8  
2 or 10-hour employee, or 1,512 hours for a 24-hour shift employee, any  
3 additional accrued sick leave hours roll over into the Employee's  
4 catastrophic leave bank. The Employee's personal catastrophic leave bank is  
5 subject to the same provision as subsection 21.13 of this Article for  
6 determining if leave meets the catastrophic definition. An Employee's  
7 personal catastrophic leave bank may NOT be donated to another employee. The  
8 City Manager or his/her designee may approve use of leave from the  
9 catastrophic leave account. The decision of the City Manager or his/her  
10 designee concerning the approval of leave pursuant to subsection 21.9 is  
11 final and is not subject to the grievance procedure, judicial review, or  
12 review by the Board of Supervisors.

13 21.4 Authorized Use of Sick Leave.

14 a. Battalion Chiefs cannot be charged with sick leave for periods of  
15 less than one working day.

16 b. Sick leave with pay shall be limited to a maximum of six shifts  
17 per calendar year, except that in the case of death or serious illness of any  
18 family member of the Employee's immediate family (defined as husband, wife,  
19 parent, brother, sister, child, grandchild, grandparents, or corresponding  
20 relation by affinity), the Fire Chief may approve additional family sick  
21 leave at his/her discretion.

22 21.5 Certificate of Illness. The Fire Chief may require a physician's  
23 certificate of illness when the absence is in excess of three consecutive  
24 shifts and/or whenever there is reason to believe sick leave is being abused.

25



1           21.6 Forfeiture of Sick Leave. No Employee shall be entitled to use  
2 sick leave while absent from duty on account of any of the following:

3           a.     Disability arising from any sickness or injury purposely self-  
4 inflicted or caused by any of his/her willful misconduct.

5           b.     Disability arising from any conduct which is in violation of a  
6 federal, state, or local statute, written city or departmental policy, or a  
7 direct order of the Fire Chief.

8           c.     Sickness or disability sustained while on leave without pay.

9           21.7 Advanced Sick Leave. The Fire Chief may approve up to thirty (30)  
10 working days of advanced sick leave subject to the following criteria:

11          a.     Evidence in the form of a physician's medical certificate.

12          b.     All available accumulated leave will be exhausted before  
13 advancement.

14          c.     All available vacation leave will be exhausted before  
15 advancement.

16          d.     There is reasonable assurance that the Employee will return to  
17 duty and repay the advance credits. The Fire Chief will be the final  
18 approving authority on such requests.

19          21.8 Family Medical Leave. The City will comply with the requirements  
20 of the Family Medical Leave Act (FMLA). When a qualifying FMLA event occurs,  
21 unpaid FMLA leave will run concurrently with paid annual, sick, and any other  
22 available leave. Once all paid leave is exhausted, the remainder of the  
23 leave period will then consist of unpaid FMLA leave. Unpaid FMLA leave may  
24 also run concurrently with worker's compensation leave or other benefits.

25

1           21.9 Catastrophic Leave.

2           a.     An Employee is eligible for catastrophic leave if he or she is  
3 unable to perform the duties of his or her position because of a serious non-  
4 industrial, non-work related illness or accident which is life threatening or  
5 which will require a lengthy convalescence.

6                 1.     "Lengthy Convalescence" means a period of disability which  
7 an attending physician determines will exceed ten (10) weeks.

8                 2.     "Life Threatening" means a condition which is diagnosed by  
9 a physician as creating a substantial risk of death.

10           b.     Establishing a catastrophic leave account.

11                 1.     The City Manager may establish an account for catastrophic  
12 leave for each bargaining unit Employee.

13                 2.     An Employee may request, in writing, that a specified  
14 number of hours of his/her accrued sick leave be transferred from his/her  
15 catastrophic leave account.

16                 3.     An Employee may not transfer into his/her catastrophic  
17 leave account any hours of sick leave if the balance in his/her account  
18 after the transfer is less than 240 hours. Sick leave will be transferred at  
19 the rate of one hour for one hour credit donated.

20                 4.     The maximum number of hours which may be transferred in any  
21 one calendar year is 100. The minimum number of hours that may be  
22 transferred in any calendar year is 24.

23                 5.     Any hours of sick leave which are transferred from any  
24 Employee's account to his/her catastrophic leave account may not be returned  
25 or restored to that Employee.

1 c. Request for catastrophic leave.

2 1. An Employee who suffers a catastrophe as defined in Section  
3 21.09(a) may request, in writing, that a specified number of hours of leave  
4 be transferred from the catastrophic leave account to his or her account.  
5 The maximum number of hours that may be transferred to an Employee pursuant  
6 to this section is 320 per catastrophe. Catastrophic leave may not be used  
7 when the catastrophe is a member of the Employee's immediate family.  
8 Catastrophic leave is limited to catastrophes which befall the Employee.

9 2. The request must include:

- 10 a. The Employee's name, title, and classification; and  
11 b. A description of the catastrophe and the expected  
12 duration of that catastrophe.

13 3. An Employee may not receive any leave from the catastrophic  
14 leave account until he or she has used all his or her annual, sick, and other  
15 paid leave.

16 4. An Employee who receives leave from his/her catastrophic  
17 leave account is entitled to payment for that leave at a rate no greater than  
18 his or her own rate of pay.

19 d. Review of status of catastrophe; termination of leave;  
20 disposition of hours not used.

21 1. The City Manager or his/her designee shall review the  
22 status of the catastrophe of the Employee to determine when the catastrophe  
23 no longer exists. This determination is final and not subject to the  
24 grievance procedure, judicial review, or review by the Board of Supervisors.

25

1           2.     The City Manager or his/her designee shall not grant any  
2 hours of leave from the catastrophic leave account after:

3           a.     The catastrophe ceases to exist; or

4           b.     The Employee who is receiving the leave resigns or  
5 his or her employment with the City is terminated.

6           e.     Maintenance of records on catastrophic leave.

7           1.     The Human Resources Department shall maintain the records  
8 and report to the City Manager any information concerning the use of  
9 catastrophic leave account to evaluate the effectiveness, feasibility, and  
10 cost to carry out this provision.

11          f.     Substantiation of Catastrophic Condition.

12          1.     The City Manager or his/her designee may require written  
13 substantiation of the catastrophic condition which is life threatening or  
14 which will result in a lengthy illness by a physician of his/her choosing.  
15 The cost of such written substantiation shall be borne by the Employee.

16          21.10 Compensation for Unused Sick Leave. Upon death, retirement, or  
17 resignation, and after ten (10) years of service, an Employee or his/her  
18 beneficiaries shall be given compensation for a maximum of 720 hours of  
19 accrued unused sick leave on the basis of one hour for every three hours  
20 (~~33%~~) at the Employee's latest highest hourly rate.

21  
22 ARTICLE 22                   SERVICE-CONNECTED INJURY LEAVE

23          22.1 Absence due to an injury incurred in the course of employment  
24 shall not be charged against an Employee's sick, management, or annual leave  
25 for a period not to exceed ninety (90) calendar days from the date of injury.

1 During this time, the Employer shall provide full salary to the Employee upon  
2 the condition that the Employee shall endorse and deliver to the Employer any  
3 State Industrial Insurance System benefits received.

4 22.2 Upon the expiration of ninety (90) calendar days, if the Employee  
5 is still unable to work, accrued sick leave time shall be used to supplement  
6 worker's compensation benefits to maintain full salary. Such accrued sick  
7 leave time shall be charged only to the extent not reimbursed by workers  
8 compensation.

9 22.3 When accrued sick leave has been exhausted, if the Employee is  
10 still unable to work, accrued management leave time shall be used to  
11 supplement worker's compensation benefits to maintain full salary. Such  
12 accrued management leave time shall be charged only to the extent not  
13 reimbursed by worker's compensation.

14 22.4 When management leave has been exhausted, if the Employee is  
15 still unable to work, accrued annual leave time shall be used to supplement  
16 worker's compensation benefits to maintain full salary. Such accrued annual  
17 leave time shall be charged only to the extent not reimbursed by worker's  
18 compensation.

19 22.5 When accrued annual leave has been exhausted, the Employee shall  
20 receive no additional compensation from the Employer.

21 22.6 An Employee who is permanently disabled and unable to return to  
22 work shall be entitled to receive payment for any and all accrued leave  
23 pursuant to this contract prior to leaving the Employer's employment. The  
24 Employee who is permanently disabled shall receive all benefits entitled to  
25 him/her under Worker's Compensation law.

1           22.7 Employee benefits, sick leave, management leave, and annual leave  
2 shall continue to accrue so long as the Employee is eligible for full salary  
3 as provided above in Article 22.1. Employee medical benefits shall continue  
4 until Employee is returned to work or until the Employee is deemed to be  
5 permanently disabled as provided above in Article 22.6.

6  
7 ARTICLE 23           COURT LEAVE

8           23.1 If an Employee is summoned for jury duty on his/her regular  
9 workday, he/she shall be given full pay but shall refund any compensation  
10 received for jury duty to the Employer.

11           23.2 If an Employee appears on his/her regular workday in any court  
12 before any grand jury as a party to an action arising out of his/her  
13 employment, or as a witness to observations or knowledge received in the  
14 course of his/her employment, he/she shall receive full pay, but shall refund  
15 any witness fee to Employer.

16           23.3 In all cases, if the Employee uses his/her own private vehicle to  
17 travel, the Employee shall retain the mileage allowance.

18  
19 ARTICLE 24           LEAVE OF ABSENCE

20           Leave, with or without pay, may be granted pursuant to the Carson City  
21 Municipal Code and the rules, regulations, and policies of the Carson City  
22 Fire Department.

1 ARTICLE 25                    ASSOCIATION BUSINESS

2            25.1 Employees who are required to appear before a Grievance Committee  
3 or Grievance Board, and the addition of one (1) Association representative,  
4 shall be allowed to attend grievance hearings without loss of pay or accrued  
5 annual leave.

6            25.2 Members of the Association's negotiating committee, up to a  
7 maximum of three (3) Employees, shall be allowed to attend the collective  
8 bargaining meeting with Employer without the loss of pay or accrued annual  
9 leave where the parties mutually agree to conduct negotiations during an  
10 Employee's work hours. Employees are not entitled to compensation for  
11 negotiating sessions conducted during an Employee's non-work hours.

12           25.3 All Employees shall be allowed to attend Association meetings  
13 while on duty, upon approval of the Fire Chief based on the operational needs  
14 of the department.

15  
16 ARTICLE 26                    BULLETIN BOARDS

17           Employer shall provide adequate bulletin board space at fire  
18 headquarters for the exclusive use of the Association.

19  
20 ARTICLE 27                    WORKFORCE REDUCTION

21           The City may implement a reduction in force and lay off Employees due  
22 to a lack of funds or because of departmental reorganization as determined by  
23 the City. The City will provide notice to the Association and any affected  
24 employee at least thirty (30) working days prior to the effective date of any  
25 layoff. The order of layoffs and any position to be eliminated will be

1 determined by the Fire Chief based on the operational needs of the Fire  
2 Department; however, continuous seniority within the Fire Department will be  
3 the primary factor in determining who to layoff if there are two or more  
4 Employees in any position subject to layoff.

5  
6 ARTICLE 28                    GRIEVANCE PROCEDURES

7            Any dispute, claim, or grievance arising out of or relating to the  
8 interpretation or the application of this Agreement shall be settled in the  
9 following manner:

10           28.1 The Grievant shall present a written grievance to the Fire Chief  
11 within fifteen (15) administrative working days of the time that the  
12 grievance is known or reasonably should have been known.

13           28.2 If the Fire Chief denies the grievance or fails to respond to the  
14 grievance within ten (10) administrative working days, the grievance shall be  
15 submitted to the Human Resources Department. The Human Resources Director  
16 shall, by written notice to all parties concerned within five (5) days of  
17 receipt of the written grievance, direct that the parties proceed to non-  
18 binding mediation. Mediation must be held within twenty-one (21) days of the  
19 written notice provided by the Human Resources Director unless mutually  
20 agreed upon by the City and the Association. If the parties are unable to  
21 agree on a person to act as a neutral mediator, a request for a mediator  
22 shall be made to the Federal Mediation and Conciliation Services (FMCS) by  
23 either party. Any costs of mediation shall be split between the Association  
24 and the City. If the parties are unable to resolve the issue through  
25



1 mediation, the grievant may, within ten (10) working days of mediation,  
2 submit the grievance to arbitration for resolution.

3         28.3 If the grievance is not resolved through mediation, the grievance  
4 may be submitted to arbitration by notifying the other party in writing  
5 within ten (10) administrative working days of the deadlock. If the  
6 grievance is not submitted to arbitration after mediation, it shall be deemed  
7 denied or settled on the basis of the last administrative decision. The  
8 party requesting arbitration shall notify the other party within the ten (10)  
9 administrative working day period. If the parties are unable to agree upon an  
10 arbitrator, the party initiating the arbitration shall request a list of  
11 seven arbitrators from the Federal Mediation and Conciliation Services or the  
12 American Arbitration Association. Failure to make a written request for a  
13 list within thirty (30) administrative working days after notice to the other  
14 party will constitute a waiver of arbitration and a denial or settlement of  
15 the grievance on the basis of the last administrative decision. The  
16 Arbitrator shall be selected in the matter provided by NRS 288.200.

17         28.4 The Arbitrator shall convene a hearing as soon as reasonably  
18 possible at the mutual convenience of the Arbitrator and the parties. The  
19 expenses for witnesses or counsel for either side shall be paid by the party  
20 producing such witnesses or retaining such counsel. A stenographic record  
21 shall be taken of each hearing. The costs of the record and the arbitrator's  
22 fees and expenses shall be assessed by the Arbitrator on either or both  
23 parties upon his/her discretion.

24         28.5 The Arbitrator shall have no authority to amend or delete any of  
25 the terms of this Agreement or any of the Fire Department rules, regulations,

1 and policies. The decision of the Arbitrator shall be based solely on the  
2 evidence and arguments presented by the parties at the arbitration hearings,  
3 and the decision of the Arbitrator shall be final and binding except as  
4 provided by law.

5 28.6 Time limits described in this article are intended to expedite  
6 the grievance procedure. Failure of the aggrieved Employee(s) to comply with  
7 this article within the set time limits shall constitute a waiver of the  
8 grievance. Any time limits may be extended by mutual written agreement of  
9 the parties, which shall not be unreasonably withheld.

10 28.7 Unless the grievance is brought by the Association itself, the  
11 Fire Chief will neither settle nor deny the grievance without first notifying  
12 the Association that the grievance has been filed. In all instances in which  
13 the Association has not brought the grievance, it will have the right to  
14 intervene. If the Association has not demanded arbitration, it shall not be  
15 responsible for any fees or expenses under Section 4. If an individual  
16 demands arbitration, the Arbitrator may require the payment of one-half the  
17 estimated cost of the arbitration in advance of any hearing. If the payment  
18 is not made, the grievance shall be deemed denied or settled on the basis of  
19 the last administrative decision.

20 28.8 The parties agree that electronic mail (e-mail) shall constitute  
21 actable means of communications whenever this Agreement calls for "written"  
22 notification.

23  
24  
25

1 ARTICLE 29 LAWSUITS AGAINST EMPLOYEES

2 The City will defend Employees against lawsuits that arise out of the  
3 course and scope of public duty employment which appears to have been  
4 performed in good faith in accordance with the requirements of NRS 41.0339 et  
5 seq.

6  
7 ARTICLE 30 AMENDING PROCEDURE

8 This agreement may be amended during its term of effect only by the  
9 mutual written agreement of the parties. Such amendments shall be lettered,  
10 dated, and signed by the parties, and shall constitute part of this  
11 agreement.

12  
13 ARTICLE 31 CORRECTIVE ACTION

14 Employees may be disciplined or discharged in accordance with City's  
15 personnel regulations.

16  
17 ARTICLE 32 SAVINGS CLAUSE

18 32.1 This Agreement is the entire agreement of the parties.

19 32.2 This Agreement shall supersede all previous communications,  
20 representations, or agreements, either verbal or written, between Employer  
21 and Employees.

22 32.3 If any provision of this Agreement is held by a court of  
23 competent jurisdiction to be illegal or in conflict with any federal law,  
24 Nevada Revised Statute, or the Carson City Charter, the validity of the  
25 remaining provisions shall not be affected, and the rights and obligations of

1 the parties shall be construed and enforced as if the Agreement did not  
2 contain the particular provision held to be invalid.

3  
4 ARTICLE 33                    RESERVATION OF RIGHTS

5            There will be no change in the express language of this contract during  
6 the contract term without prior negotiations as outlined in Article 30,  
7 Amending Procedure.

8  
9 ARTICLE 34                    SAFETY AND HEALTH

10           34.1 Protective clothing and personal safety equipment required by the  
11 City for Employees in the performance of their duties shall be furnished by  
12 the City without cost to the Employee.

13           34.2 All turnouts and safety equipment shall conform to current NFPA  
14 safety standards at the time of purchase.

15           34.3 The City will promptly repair and/or replace such protective  
16 clothing damaged or destroyed as a result of wear and tear in the line of  
17 duty. Loss of said protective clothing due to Employee's lack of care shall  
18 be replaced at the Employee's expense.

19  
20 ARTICLE 35                    MANAGEMENT LEAVE

21           All 40-hour Employees shall receive forty (40) hours of management  
22 leave during each year and a proportional amount for each incomplete year.

23 All 56-hour Employees shall receive fifty-six (56) hours of management leave  
24 during each year and a proportional amount for each incomplete year. The  
25 Human Resources Department will maintain the leave records. All unused

1 management leave shall be paid to the Employee at his/her regular hourly  
2 rate, at the beginning of the next fiscal year. This article is rescinded if  
3 Employees negotiate the right to overtime or if Employees are determined not  
4 to be exempt under FLSA and entitled to overtime pay.

5  
6 ARTICLE 36            JUST CAUSE

7            No post-probationary employee shall be suspended, demoted, or  
8 discharged for disciplinary purposes without just cause.

9  
10 ARTICLE 37            ADOPTION AND DURATION OF AGREEMENT

11            The term of this agreement is the full pay period following  
12 ratification and approval through June 30, 2010.

13  
14 ARTICLE 38            WAIVER OF AMBULANCE FEES

15            Employees and their dependents (husbands, wives, and children) will not  
16 be billed for any ambulance fees charged by the Carson City Fire Department  
17 which are not covered by insurance.

18  
19 ARTICLE 39            LONGEVITY PAY

20            1.    The Plan.

21            a.    Effective July 1, 1999, Employees who have completed five  
22            (5) years of continuous service in the Carson City Fire Department are  
23            eligible to receive 0.5% of the top Firefighter salary. For every  
24            additional year of continuous service after the fifth year, an Employee  
25            is eligible for 0.5% per year up to the maximum of 8.0% of the top

1 Firefighter salary. Longevity payments under this article shall begin  
2 on July 1, 1999. An Employee whose employment with the department  
3 ceased for any reason prior to July 1, 1999, is not entitled to  
4 longevity pay.

5 b. Except as provided in this Article, an interruption in  
6 continuous Fire Department service terminates the Employee's  
7 eligibility for longevity pay.

8 c. Except as provided in this Article, no year service before  
9 the interruption may be counted in determining the Employee's  
10 subsequent eligibility.

11 2. Employee's Evaluation under the Plan.

12 a. An Employee's performance must be rated standard or better  
13 on the last performance evaluation if the evaluation was issued within the  
14 last twelve (12) months for him/her to be eligible for additional pay  
15 pursuant to Section A.

16 b. If an Employee's performance was not rated during the  
17 previous twelve (12) months, his/her performance is assumed to be standard.

18 3. Dates of payment and eligibility.

19 a. Payment for longevity under this article will be made the  
20 last pay day in July of each year.

21 4. Eligibility under particular circumstances.

22 a. An Employee who is on leave without pay for an entire six-  
23 month period of qualification is not entitled to pay for longevity for that  
24 period. Leave without pay for 336 hours or less in a calendar year may be  
25 counted as time worked.

1           b.     An Employee who retires and applies for retirement or who  
2 dies during the annual qualifying period is eligible for longevity pay.

3           c.     An Employee who is laid off and is rehired within one year  
4 from the date of layoff is eligible for pay for longevity he/she would have  
5 earned had he/she not been laid off.

6           d.     If an Employee who is eligible for military reemployment  
7 has been reemployed, the time during which he/she was not employed by the  
8 Employer because of his/her military service will be counted when determining  
9 the rate for longevity. The person is not eligible for payment for the time  
10 not employed by the Employer.

11           5.     Return to City service.

12           a.     An Employee who was vested in the plan for payment for  
13 longevity and who separated from City service and returns to City service is  
14 vested in the plan.

15           b.     The Employee will receive the same annual rate he/she did  
16 at the time of his/her separation from service. However, the Employee may  
17 not receive increases until he/she has again served the same number of years  
18 he/she had served at the time of his/her separation from the service plan  
19 plus one year.

20           c.     The years which an Employee served before the beginning of  
21 the payment of annual increases must be in a single continuous period which  
22 is equivalent to full-time employment.

23

24

25

1 ARTICLE 40 PARITY

2 The City agrees that Employees covered by this Agreement will receive  
3 any additional insurance benefits, leave benefits, or increases in accrual  
4 rates granted to the Carson City Fire Fighters Association, Local 2251,  
5 between July 1, 2008, and June 30, 2010.

6 The City agrees that Employees covered by this Agreement shall receive  
7 any additional incentive pays granted to the Carson City Fire Fighters  
8 Association, Local 2251, between July 1, 2008, and June 30, 2010.

9 IN WITNESS WHEREOF, Employer and Association have caused this agreement  
10 to be executed, and the authorized representatives signing below warrant that  
11 this agreement has been properly approved by the necessary majority of the  
12 governing body of the Employer and the Association.

13 CLASSIFIED CHIEF  
14 OFFICERS ASSOCIATION

CARSON CITY

15   
16 \_\_\_\_\_  
Vince Pirozzi, President

\_\_\_\_\_

17  
18 Dated this 4th day of Sept. 2008

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008

19  
20 ATTEST  
21 \_\_\_\_\_  
Alan Glover, Clerk Recorder

22 Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008  
23  
24  
25