

Carson City
Agenda Report

Item # 21A

Date Submitted: April 23, 2010

Agenda Date Requested: May 6, 2010

Time Requested: 5 minutes

To: Board of Supervisors

From: Jennifer Schultz, Human Resources Director

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 of July 1, 2010 to June 30, 2014. (Jennifer Schultz)

Staff Summary: Negotiations between Carson City and the Carson City Fire Department Classified Chief Officers Association have been successfully concluded, resulting in a proposed four year contract. This contract satisfies the interests of both the City and the employees.

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 International Association of Fire Fighters for the period of July 1, 2010 to June 30, 2014.

Explanation for Recommended Board Action: The Board of Supervisors is requested to approve this proposed agreement. Following BOS approval, the new terms and conditions will take effect July 1, 2010.

Applicable Statue, Code, Policy, Rule or Regulation: Nevada Revised Statute – Section 288

Fiscal Impact: No Cost of Living Adjustment first two years of contract, no merit increases first two years of contract. Years three and four include Cost of Living Adjustment of 2%. Other contractual adjustments total \$42,566.33.

Explanation of Impact: Reduction to the general fund.

Funding Source: See above

Alternatives: Approve or instruct that negotiations resume

Supporting Material: Proposed collective bargaining agreement

Prepared By: Jennifer Schultz, Human Resources Director

Reviewed By: J. Scholtz Date: 4-23-10
 (Department Head)
[Signature] Date: 4/22/10
 (City Manager)
Paul C. Benton Date: 4-27-10
 (District Attorney)
Michael Abramo Date: 4/27/10
 (Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
 _____ 2) _____ _____

 (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~~2010, to June 30, ~~2010~~2014)

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12 ARTICLE 1 PREAMBLE

13 This Agreement is entered into by and between Carson City, hereinafter referred to as
14 “Employer,” and the Fire Department Classified Chief Officers Association, hereinafter referred
15 to as the “Association.” Members of the Association, employed by the Employer, are referred to
16 as “Employees.”

17 It is the purpose of this agreement to achieve and maintain harmonious relations between
18 Employer and Association; to provide for equitable and peaceful adjustment of differences which
19 may arise; and to establish proper standards for wages, hours, and other conditions of
20 employment.
21

22
23 ARTICLE 2 RECOGNITION

24 Employer recognizes the Association as the exclusive bargaining agent for all Employees
25 in the classification or equivalent rank of Battalion Chief including, but not limited to, the
26 ~~Suppression Operations~~ Battalion Chief(s), Training ~~Officer~~ Battalion Chief(s), and EMS
27 Battalion Chief, and excepting all other employees in the Fire Department.
28

1
2 **ARTICLE 3** **STRIKES, LOCKOUTS AND DISCRIMINATION**

3 3.1 STRIKES Association and its members will not strike against Employer
4 under any circumstances. As used in this article, strike means any concerted:

- 5 a. Stoppage of work, slowdown, or interruption of operations by Employees;
6 b. Absence from work by Employees upon any pretext or excuse which is
7 not founded in fact; or
8 c. Interruption of the operations of Employer by Association.

9
10 3.2 LOCKOUTS Employer will not lock out, restrain, coerce, interfere with, or
11 discriminate against any Employee because of membership in Association or lawful activity on
12 behalf of Association.

13 3.3 DISCRIMINATION Employer will not discriminate against an Employee
14 because of race, color, religion, sex, age, physical or visual handicap, national origin, or political
15 or personal reasons or affiliations.

16
17 **ARTICLE 4** **RIGHTS OF MANAGEMENT**

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

- 20 a. The right to hire, direct, assign, or transfer an Employee, but excluding the right
21 to assign or transfer an Employee as a form of discipline.
22 b. The right to reduce in force or lay off an Employee because of lack of work or
23 lack of funds subject to the procedures for reduction in workforce set forth in this
24 agreement.
25 c. The right to determine:

- 1 1. Appropriate staffing levels and work performance standards, except for
- 2 safety considerations;
- 3 2. The content of the workday including, without limitation, workload
- 4 factors, except for safety consideration;
- 5 3. The quality and quantity of services to be offered to the public; and
- 6 4. The means and methods of offering those services.
- 7
- 8 d. Safety of the Public.
- 9
- 10

11 ARTICLE 5 RESIDENCE

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

16 ARTICLE 6 SALARIES

17 ~~6.1 The base salary ranges of the Employees are established by this article.~~

18 ~~6.1.1 For the period of July 1, 2008~~2010~~, through June 30, 2009~~2012~~, the salary~~
19 ~~range for the employees shall be \$76,883.56 to \$109,837.08.~~ the
20 ~~salary range of the Employees shall be \$73,264.30 to \$104,666.56.~~

21 ~~6.1.2 For the period of July 1, 2009~~2012~~, through June 30, 2010~~2014~~, the base~~
22 ~~salary range shall be adjusted to reflect the Cost of Living increase and base salary adjustment~~
23 ~~granted to the Carson City Firefighters Association for the same period.~~ Salaries shall be paid as
24 indicated in Appendix A.
25
26
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1 ARTICLE 7 MERIT-SALARY ADJUSTMENTS INCREASES

2 7.1 Beginning June 30, 2012 uUpon the recommendation of the Fire Chief,
3 Employees shall receive step merit increases in increments of one merit step per year, provided
4 the employee receives a standard or better evaluation. See Appendix A. annual merit increases,
5 in increments of up to 2.5% in recognition of overall standard performance of their assigned
6 duties, 5.0% in recognition of overall very good performance, or 7.5% in recognition of overall
7 exceptional performance to their assigned duties based on work performance standards
8 determined by the City, Merit increases shall not to exceed the maximum of the Employee's
9 approved salary range as established in Article 6 and Article 41. There will be no merit salary
10 increase if the annual evaluation has an overall rating of below standard performance.
11

12 7.2 New Employees are eligible for a merit increase upon completion of a
13 probationary period of one year and on the Employee's anniversary date thereafter. Merit sSalary
14 increases must be approved by the Fire Chief and the City Manager.

15 7.3 Except as provided in paragraph 7.4 of this article, a merit salary increase is paid
16 from the date the Employee became eligible for such increase.

17 7.4 If a merit salary increase is disapproved, and then approved at a later date in the
18 same year, it shall be paid from the date of approval.

19 7.5 If a merit salary increase is disapproved, the reasons therefore shall be submitted
20 in writing to the Employee.

21
22
23 ARTICLE 8 HOURS OF WORK

24 8.1 Any vacancy resolution in a need for emergency call duty coverage will be filled
25 with employees from outside this bargaining unit, unless mutually agreed upon by both parties.

26 8.2 Employees may be required to attend meetings or functions, or return for extra
27 duties in cases of emergency operations. The Employer will make every effort to allow
28

1 Employees to adjust their regular work schedules in cases where a considerable number of
2 additional hours are worked in a given work week.

3 8.3 Both parties agree to meet and confer prior to any changes in the work schedule
4 during the time the work schedule is in effect. All changes made to the work schedule must be
5 approved by the Fire Chief.
6

7 ARTICLE 9 HOLIDAYS AND HOLIDAY PAY
8

9 9.1 The following days shall be observed as legal holidays:

New Year's Day	January 1
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 Sept.
Nevada Day	Last Friday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Family Day	Day after Thanksgiving
Christmas Day	December 25

16 9.2 Any day that may be appointed by the President of the United States for public
17 fast, thanksgiving, or as a legal holiday except for Columbus Day, is a legal holiday for
18 Employees.

19 9.3 Employees who are assigned to 24-hour shifts will be paid twelve (12) hours of
20 additional pay for each holiday provided for in Article 9. Employees who are assigned as
21 operations battalion chiefs to 10-hour shifts will be paid ten (10) hours of additional pay for each
22 holiday provided for in Article 9. Beginning on July 1, 2013, Employees who work twenty-four
23 hour shifts will be paid fourteen (14) hours of additional pay for each holiday provided for in
24 Article 9. Employees may elect to have the holiday pay in hours provided for in this Article
25 added to their annual leave pool on an hour for hour basis. This election must be declared by
26 December 1 of each year for the following fiscal year.
27

1 9.4 Employees assigned as staff battalion chiefs observe the holidays provided for in
2 Article 9 by having the day off and getting regular pay.

3
4 ARTICLE 10 EDUCATIONAL INCENTIVE PAY

5 10.1 Employees are eligible to receive educational incentive pay for educational
6 achievements related to their current job classifications as determined by the written approval of
7 the Fire Chief. The written approval must be obtained prior to entering the educational process if
8 the education is obtained after employment. Any two of the three following types of incentive
9 pay shall be paid to eligible Employees as follows:
10

- | | | | |
|----|----|---------------------------------|---------------------|
| 11 | a. | A.A. degree from an | 2.5% added biweekly |
| 12 | | accredited United States school | |
| 13 | b. | B.A. or B.S. degree from an | 2.5% added biweekly |
| 14 | | accredited United States school | |
| 15 | c. | Executive Fire Officer | 2.5% added biweekly |
| 16 | | Certificate issued by the | |
| | | National Fire Academy | |

17 10.2 Battalion Chiefs who hold current EMT II certification as determined by state
18 standards or a higher degree receive 2.5% added biweekly to their salary. Battalion Chiefs who
19 hold current paramedic certification as determined by state standards and the local medical board
20 shall receive 6.0% added biweekly to their salary. Battalion Chiefs may only receive incentive
21 pay for either EMT II certification or paramedic certification, not both.

22 ~~10.3 Battalion Chiefs enrolled in a paramedic program are not eligible to receive~~
23 ~~tuition and book costs except as provided for in paragraph 10.5 of this article.~~

24 ~~10.34~~ Battalion Chiefs shall not receive tuition or book costs for courses or degrees
25 completed prior to their employment. ~~Employees who have taken courses prior to July 1, 1999,~~
26 ~~shall not receive tuition or book costs incurred prior to July 1, 1999.~~
27

1 10.45 Tuition and book costs for up to \$2000.00~~six credits~~ per semester shall be
2 reimbursed fully upon completion of a course toward one of those designations set forth in
3 paragraph 10.1 if the Employee earns a grade of C or better and produces receipts demonstrating
4 his or her payment of tuition and book costs. An Employee who receives a scholarship is only
5 entitled to reimbursement of out-of-pocket expenses incurred in paying tuition or purchasing
6 books.

7
8 10.56 ~~Once the~~ A Battalion Chief, who is is obtains a hazmat technician certificate and
9 ~~is certified by the Fire Chief as a hazardous material technician, he or she~~ will be assigned by the
10 ~~Fire Chief to a~~ the Hazardous Materials Response Unit Team and is thereafter eligible to receive
11 incentive pay of 3.0% of the employee's base wage added to each biweekly pay period during
12 said assignment. The courses of training and the certificates are subject to approval of the Fire
13 Chief and must be completed on the Employee's own time or during work hours authorized by
14 the Fire Chief or the Chief's designee.

15 10.6 All educational/incentive pay provided in this article shall be paid as a percentage
16 of base pay. There shall be no compounding of additional pay.

17
18 ARTICLE 11 TRADES

19 Employees may exchange or trade work hours or shifts provided it does not interfere with
20 the effective operation of the Fire Department. All trades are subject to prior approval of the Fire
21 Chief or his designee. An Employee who agrees to work a trade is responsible for filling the
22 shift he agreed to work, at no cost to the City. The Employee who failed to fulfill the shift trade
23 agrees to repay the City for the cost of the loss over a period of four (4) pay periods if the City
24 incurs overtime costs to cover the shift trade.
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1 ARTICLE 12 PAYROLL DEDUCTIONS

2 12.1 Employees may authorize biweekly deductions from their wages for Association
3 dues, the United Way Fund, the Nevada State Employees Credit Union, group insurance, and
4 deferred compensation programs, and such other purposes as Employer may approve. Such
5 authorizations must be filed with the Director of Finance on forms provided by the Employer.

6 12.2 An authorization for payroll deductions remains in effect until it is rescinded by
7 the Employer. However, if an Employee's wages for any pay period are less than his or her total
8 authorized deductions, no deductions shall be made for the pay period, and the Employee will
9 hold Employer harmless for nonpayment of these deductions.

10 12.3 Association shall indemnify and defend against claims made or actions filed
11 against Employer as a result of its compliance with this article.
12

13
14 ARTICLE 13 RETIREMENT CONTRIBUTIONS

15 ~~The City will make Nevada Public Employee Retirement System (PERS) contributions in~~
16 ~~accordance with Nevada law. If the Public Employee Retirement System (PERS) or the Nevada~~
17 ~~State Legislature takes any single action to increase the total contribution rate for the Police and~~
18 ~~Firefighter's Retirement Fund in an amount of 1.5% or less, Carson City will pay one half of the~~
19 ~~increase up to .75%, and the Employee's Salary will be reduced by one half of the increase up to~~
20 ~~.75%, however, Carson City will increase the Employee's salary on the effective date of the~~
21 ~~reduction in salary in an amount equal to the reduction made to the Employee's salary.~~

22
23 If PERS or the Nevada State Legislature takes any single action to increase the total
24 contribution rate for the Police and Firefighter's Retirement Fund in an amount that exceeds
25 1.5%, Carson City will pay one-half of the increase and the employee's salary will be reduced by
26 one-half of the increase, however, Carson City will increase the Employee's salary .75% on the
27

1 effective date of the reduction. (Any amount over 1.5% will be split equally between Carson City
2 and the Employee:).

3
4 ARTICLE 14 CLOTHING ALLOWANCE

5 ~~Effective July 1, 2008,~~ Employer will pay each employee one thousand-two hundred
6 dollars (~~\$1,000~~1,200) per year toward the cost of uniforms. ~~Effective July 1, 2009, the amount~~
7 ~~will increase to one thousand two hundred dollars (\$1,200).~~ Payments shall be made in two
8 equal installments on the first payday in December and the last payday of June.
9

10
11 ARTICLE 15 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

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

- 16 a. Watches up to \$50
17 ~~b. Prescription eyeglasses/contact lenses up to 50% of repair or~~
18 ~~replacement cost up to a maximum of \$300 of repair or replacement costs, with~~
19 ~~City's maximum share \$150. The first \$100 of the repair or replacement will be~~
20 ~~paid by the City.~~
21 c. Hearing aids up to a maximum of \$500 of repair or replacement costs.
22

23
24 ARTICLE 16 GROUP LIFE INSURANCE

25 The Employer shall provide group term life insurance for each Employee, such that the
26 total amount of the policy or policies is \$20,000 for each Employee.
27
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3 ARTICLE 17 GROUP HEALTH INSURANCE

4 17.1 All Employees, except those on a temporary status and those excluded from
5 enrollment by the terms and conditions of the insurance contract, may enroll in Employer's
6 group health insurance plan, and shall be covered after a waiting period of ninety sixty (9060)
7 days of continuous service.
8

9 17.2 Employer-Employee Share of Premium

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

13 b. The Employee shall have the option of converting the health insurance at
14 the time of his or her separation from employment by Employer by commencing to pay 100% of
15 the total premium. ~~Effective February 1, 2005, the City will pay 90% of retiree group health~~
16 ~~insurance medical coverage premiums plus 50% of the spouse's and eligible dependents'~~
17 ~~premium except as provided below. This benefit only applies to bargaining unit Employees~~
18 ~~retiring under a qualified Nevada PERS retirement after July 1, 2002. The City agrees to cover~~
19 ~~eligible retirees and dependents, as the term "dependents" is defined in the City's group health~~
20 ~~insurance plan in existence on the date of retirement, under the City group health insurance plan~~
21 ~~offered to active employees, as modified from time-to-time, not including dental, vision, and life~~
22 ~~insurance coverage which, if available, may be obtained and paid solely by the retiree or eligible~~
23 ~~dependent(s) if retiree is deceased. Employees electing to change from the current active City~~
24 ~~group insurance plan to medical coverage under the Nevada Public Employee's Benefit Plan~~
25 ~~(PEBP) will not be covered under this negotiated benefit during any period of coverage under the~~
26 ~~PEBP, unless the PEBP is also the then active City group insurance plan, provided that, nothing~~
27

1 ~~in this sentence shall be construed as a waiver of any obligation of the City to make statutorily~~
2 ~~required payment to PEBP on the behalf of retired Employees who elect to be covered under~~
3 ~~PEBP.~~

4 (1) In order to be eligible for the benefit provided in Section 17.2(b), the bargaining
5 unit Employee/retiree of the Carson City Fire Department will have (i) a minimum of 20
6 continuous years of full-time service with the Carson City Fire Department; (ii) reached at least
7 47 years of age; and (iii) actually retired under the Nevada PERS retirement qualifications in
8 existence on the date of retirement. Provided that, if a bargaining unit Employee retires prior to
9 age 47 and meets the requirements of (i) and (iii) above, the bargaining unit Employee/retiree
10 will be eligible for the benefits of this subsection 17.2(b) upon attaining the age of 47, and, prior
11 to age 47, shall be entitled to continue as a retiree on the City group insurance plan and shall be
12 entitled to payment for the insurance for which the bargaining unit Employee would otherwise
13 qualify had the bargaining unit Employee not been covered under the collective bargaining
14 agreement, provided that, a bargaining unit Employee retiring before age 47 must either continue
15 coverage under the City plan or PEBPS in order to be qualified for the benefits in this Section
16 17.2(b) upon attaining age 47.

18 (2) The City will pay premiums for:

19 (a) The bargaining unit Employee/retiree from the effective date of Nevada
20 PERS retirement until death. After the retiree reaches the eligibility age for federal benefits
21 under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid
22 by the City on behalf of the retiree will be reduced to either (i) 50% of the eligible "single
23 employee with Medicare premium," or (ii) the payment to which the retiree would otherwise be
24 entitled under the then existing City policy or regulation providing for insurance payments for
25 retired City employees, were the retiree eligible for insurance contribution under the policy or
26 regulation. The retiree shall, in the retiree's sole discretion, elect between (i) and (ii) at the time
27

1 of Medicare eligibility. Under both (i) and (ii), such coverage under the City's group insurance
2 plan is secondary to Medicare coverage. Provided that, if Medicare age has increased beyond
3 age 65, the 50% payment under (i) shall apply to the "Employee without Medicare" premium. In
4 the event the City eliminates the policy or regulation for subsidizing payment of retiree health
5 insurance, any retiree who elected (ii) above shall automatically revert to receiving the benefits
6 specified in (i) above. In order to receive payment under (i) or (ii), the retiree must comply with
7 any requirements pertaining to Medicare which are imposed by the City's insurance carrier as a
8 precondition of being eligible to qualify as a retiree covered by the insurance plan, as modified
9 from time-to-time, or required by law.
10

11 (b) The spouse of the bargaining unit Employee/retiree (current at time of the
12 Employee's separation from the City) until death or divorce. After the spouse reaches the
13 eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health
14 insurance coverage premium paid by the City on behalf of the spouse will be reduced to 25% for
15 the "single dependent with Medicare premium." After reaching the eligibility age for federal
16 benefits under Medicare or age 65, whichever occurs first, such coverage under the City's group
17 insurance plan is secondary to Medicare coverage. In order to receive payment once the spouse
18 has reached the eligibility age for federal benefits under Medicare or age 65, whichever occurs
19 first, the spouse must comply with any requirements pertaining to Medicare which are imposed
20 by the City's insurance carrier, as a precondition of being eligible to qualify as a spouse covered
21 by the insurance plan, as modified from time-to-time, or required by law. In the event a retiree
22 remarries after separation from the City, the spouse will not be included in the health insurance
23 premium subsidy.
24

25 (c) Dependents (current at time of the bargaining unit Employee's separation
26 from the City), as defined by the rules of the City Group Health Insurance Plan in effect at the
27 time of the separation. After the dependent reaches the eligibility age or is otherwise eligible for
28

1 federal benefits under Medicare, or age 65, whichever occurs first, the health insurance premium
2 paid by the City on behalf of the dependent will be reduced to 25% of the “single dependent with
3 Medicare premium.” After reaching the eligibility age or being otherwise eligible for federal
4 benefits under Medicare, or age 65, whichever occurs first, such coverage under the City’s group
5 insurance plan is secondary to Medicare coverage. In order to receive payment once the
6 dependent has reached the eligibility age or is otherwise eligible for federal benefits under
7 Medicare, or age 65, whichever occurs first, the dependent must comply with any requirements
8 pertaining to Medicare which are imposed by the City’s insurance carrier, as a precondition of
9 being eligible to qualify as a dependent covered by the insurance plan, as modified from time-to-
10 time, or required by law.
11

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

17 (e) In the event of a catastrophic injury or medical illness which forces a
18 bargaining unit Employee who has not reached 20 years of service and age 47 to retire from the
19 Carson City Fire Department under NRS 616/617 (Work Related Injury or Illness) or as a
20 Nevada PERS disability retirement, this benefit will be prorated for the Employee at 5.0% per
21 year of service after the Employee has worked for the Carson City Fire Department for ten (10)
22 years, up to a maximum of 90%, and subject to the provisions of paragraph (2)(a) above
23 concerning the bargaining unit Employee reaching the eligibility age or being otherwise eligible
24 for federal benefits under Medicare, or age 65, whichever occurs first. Ten years starts at 50%.
25 The benefit under this subparagraph (e) does not apply to spouse or dependents and does not
26 trigger any spousal or dependent benefits under this Article.
27
28

1 (3) If the benefits provided to retirees and their spouses and dependents under Section
2 17.2b are modified (reduced or eliminated) in the future by mutual agreement of the City and the
3 Association, including binding fact finding or interest in arbitration pursuant to NRS Chapter
4 288, such modification shall not apply to retirees and their spouses and dependents then
5 receiving the benefits; and the retirees and their spouses and dependents shall continue to receive
6 the benefit on the basis specified by the collective bargaining agreement in effect as of the date
7 of retirement.

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

13 17.3 An Employee on leave without pay may continue the group health insurance
14 coverage for a maximum period of one year by making application to the Human Resources
15 Department and enclosing a certified check payable to Carson City.

16 17.4 The City agrees that any changes in medical insurance benefits will be made in
17 accordance with Nevada law.

18
19
20 **ARTICLE 18** **PHYSICAL EXAMINATIONS**

21 18.1 All Employees shall have physical examinations in accordance with the
22 requirements of NRS Chapter 617. The examination shall be completed by a duly licensed
23 physician, and shall meet the requirements of NRS 617.4455(2) and NRS 617.457(3). At the
24 Employer's option, the examination will be performed by a physician contracted by the City.
25 The examination will be at the Employer's expense and may be scheduled during duty hours at
26 ~~the option of the Employee~~ with approval of the Fire Chief or the Chief's designee.
27

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

4 18.3 The current medically recommendedA Prostigan Specific Antigen (PSA) test
5 shall be included in the 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 deemed necessary
8 by law, OSHA recommendations, or the Fire Chief.

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

21
22 ARTICLE 19 ANNUAL LEAVE

23 19.1 Eligibility. For the purpose of determining eligibility for annual leave, the term
24 "continuous service" means that service commencing with the appointment to positions with the
25 Employer and continuing until resignation or discharge.
26
27
28

1 19.2 Qualifying Period. Upon employment, an Employee will begin to accrue annual
2 leave; however, an Employee may not use annual leave until he or she has completed six months
3 of continuous service.

4 19.3 Accrual Rate.

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

<u>Continuous Service</u>	<u>8/10-Hour Shift</u>	<u>24-Hour Shift</u>
0-60 months	———10 hrs. per month	14 hrs. per month
60-61 months to 120 months or more	———14 hrs. per month	20 hrs.
per month		
Over 120 months	———16 hrs. per month	24 hrs. per month
Maximum accumulation	———240-378 hrs.	528408 hrs.

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

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

20 19.4 Vacation Pay. An Employee shall be paid his/her regular hourly rate for each hour
21 of annual leave used. Battalion Chiefs shall note ~~be the charged~~s for vacation of less than one
22 day (~~deleted if employees subsequently are found to be entitled to FLSA overtime~~).

24 19.5 Reservation of Vacation Time. Employee requests for vacation dates shall
25 be granted whenever practical, but the operational requirements of the Fire Department, as
26 determined by the Fire Chief, shall prevail.

1 ~~19.6 Minimum Vacation Time. The minimum vacation period of annual leave that~~
2 ~~may be used is one hour. Fractions of an hour shall be rounded off to the next whole hour.~~

3 ~~19.76 Advanced Leave. Under special circumstances, annual leave may be~~
4 ~~advanced to an Employee. Requests for advanced leave must be fully justified and approved by~~
5 ~~the Fire Chief and the City Manager. Each request will be considered separately on its own~~
6 ~~merits.~~

7 19.78 Separation From City Employment.

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

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

17 ~~eb.~~ An Employee shall give the Fire Chief written notification at least two (2) weeks
18 prior to resignation or the Employee shall waive the ability to receive a lump sum payment for
19 80 hours of accrued annual leave except in emergencies approved by the Fire Chief or his
20 designee, which approval shall not be unreasonably withheld. The forfeiture of the right to
21 receive said lump sum payment shall not waive the right to take said time off.

22 19.89 Death of Employee. Upon the death of an Employee, a lump sum payment for
23 his/her accrued leave will be made to his/her beneficiary or estate, upon receipt of proof of death
24 and the beneficiary. The City Manager shall instruct the Human Resources Director on the
25 disposition of such cases.
26
27
28

1
2 ARTICLE 20 MILITARY LEAVE

3 Members of the bargaining unit will be granted military leave in accordance with NRS
4 281.145 in effect at the time of military leave.

6 ARTICLE 21 SICK LEAVE

7 21.1 Eligibility. For the purpose of determining eligibility for sick ~~leave~~leave, the term
8 “continuous service” means that service commencing with appointment to a position with the
9 Employer and continuing until resignation or discharge. For the purpose of determining such
10 leave earned, the term “actual service” shall mean the number of days actually worked on the
11 job; provided, however, that absence from work due to sick leave with pay, vacation, injury, or
12 illness incurred in the City service and absence on temporary military duty shall be deemed
13 actual service.
14

15 21.2 Qualifying Period. There is no qualifying period.

16 21.3 Accruals. ~~All 8 and 10-hour~~

17 ~~a. Employees accrue sick leave at 10 hours per month, with a maximum accrual of~~
18 ~~960 hours. All 24-hour shift employees accrue sick leave at 14 hours per month, with a 1,512~~
19 ~~hour maximum accrual. the following rates:~~

<u>Continuous Service</u>	<u>8/10-Hour Shift</u>	<u>24-Hour Shift</u>
<u>0-12 months</u>	<u>6 hrs per month</u>	<u>9 hrs per month</u>
<u>13-120 months</u>	<u>10 hrs per month</u>	<u>16 hrs per month</u>
<u>Over 120 months</u>	<u>16 hrs per month</u>	<u>24 hrs per month</u>
<u>Maximum Accumulation</u>	<u>1080 hours</u>	<u>1512 hours</u>

26 ~~b. Once an Employee reaches the maximum accrual of 960~~1080 hours for an 8 or
27 10-hour employee, or 1,512 hours for a 24-hour shift employee, any additional accrued sick
28

1 leave hours roll over into the Employee's catastrophic leave bank. The Employee's personal
2 catastrophic leave bank is subject to the same provision as subsection 21.13 of this Article for
3 determining if leave meets the catastrophic definition. An Employee's personal catastrophic
4 leave bank may NOT be donated to another employee. The City Manager or his/her designee
5 may approve use of leave from the catastrophic leave account. The decision of the City Manager
6 or his/her designee concerning the approval of leave pursuant to subsection 21.9 is final and is
7 not subject to the grievance procedure, judicial review, or review by the Board of Supervisors.

8
9 21.4 Authorized Use of Sick Leave.

10 a. Battalion Chiefs cannot be charged with sick leave for periods of less than one
11 working day unless for qualified FMLA leave.

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

17 21.5 Certificate of Illness. The Fire Chief may require a physician's certificate of
18 illness when the absence is in excess of three consecutive shifts and/or whenever there is reason
19 to believe sick leave is being abused.

20 21.6 Forfeiture of Sick Leave. No Employee shall be entitled to use sick leave while
21 absent from duty on account of any of the following:

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

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

26 c. Sickness or disability sustained while on leave without pay.
27
28

1 21.7 Advanced Sick Leave. The Fire Chief may approve up to thirty (30) working days
2 of advanced sick leave subject to the following criteria:

- 3 a. Evidence in the form of a physician’s medical certificate.
4 b. All available accumulated leave will be exhausted before advancement.
5 c. All available vacation leave will be exhausted before advancement.
6 d. There is reasonable assurance that the Employee will return to duty and repay the
7 advance credits. The Fire Chief will be the final approving authority on such requests.
8

9 21.8 Family Medical Leave. The City will comply with the requirements of the Family
10 Medical Leave Act (FMLA). When a qualifying FMLA event occurs, unpaid FMLA leave will
11 run concurrently with paid annual, sick, and any other available leave. Once all paid leave is
12 exhausted, the remainder of the leave period will then consist of unpaid FMLA leave. Unpaid
13 FMLA leave may also run concurrently with worker’s compensation leave or other benefits.
14

15 21.9 Catastrophic Leave.

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

19 1. “Lengthy Convalescence” means a period of disability which an attending
20 physician determines will exceed ten (10) weeks.

21 2. “Life Threatening” means a condition which is diagnosed by a physician
22 as creating a substantial risk of death.
23

24 ~~b. Establishing a catastrophic leave account.~~

25 ~~1. The City Manager may establish an account for catastrophic leave for each~~
26 ~~bargaining unit Employee.~~

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

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

6 ~~4. The maximum number of hours which may be transferred in any one~~
7 ~~calendar year is 100. The minimum number of hours that may be transferred in any calendar~~
8 ~~year is 24.~~

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

11 be. Request for catastrophic leave.

12
13 1. An Employee who suffers a catastrophe as defined in Section 21.09(a)
14 may request, in writing, that a specified number of hours of leave be transferred from the
15 catastrophic leave account to his or her account. The maximum number of hours that may be
16 transferred to an Employee pursuant to this section is 320 per catastrophe. Catastrophic leave
17 may not be used when the catastrophe is a member of the Employee's immediate family.

18 Catastrophic leave is limited to catastrophes which befall the Employee.

19 2. The request must include:

20 a. The Employee's name, title, and classification; and
21 b. A description of the catastrophe and the expected duration of that
22 catastrophe.

23
24 3. An Employee may not receive any leave from the catastrophic leave
25 account until he or she has used all his or her annual, sick, and other paid leave.

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

28

1 cd. Review of status of catastrophe; termination of leave; disposition of hours not
2 used.

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

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

9 a. The catastrophe ceases to exist; or

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

12 de. Maintenance of records on catastrophic leave.

13 1. The ~~Finance~~ Human Resources-Department shall maintain the records and
14 report to the City Manager any information concerning the use of catastrophic leave account to
15 evaluate the effectiveness, feasibility, and cost to carry out this provision.

16 ef. Substantiation of Catastrophic Condition.

17 1. The City Manager or his/her designee may require written substantiation
18 of the catastrophic condition which is life threatening or which will result in a lengthy illness by
19 a physician of his/her choosing. The cost of such written substantiation shall be borne by the
20 Employee.
21

22 21.10 Compensation for Unused Sick Leave. ~~Upon death, retirement, or resignation,~~
23 ~~and after ten (10) years of service, an Employee or his/her beneficiaries shall be given~~
24 ~~compensation for a maximum of 720 hours of accrued unused sick leave on the basis of one hour~~
25 ~~for every three hours~~
26 ~~(33 1/3%) at the Employee's latest highest hourly rate.~~
27

1 a. Compensation for unused sick leave is based upon the limits of accrual of sick
2 leave established by this agreement. Upon death, ~~or~~ retirement, or resignation an Employee
3 with 10-15 years of Carson City Fire Department service will be paid thirty-three and one-third
4 (33-1/3) percent of his accrued sick leave at the Employees' latest highest hourly rate. Upon
5 death, resignation, ~~or~~ retirement, and Employee with 16-20 years of Carson City Fire
6 Department service will be paid fifty (50) percent of his accrued sick leave at the Employee's
7 latest highest hourly rate. Upon death, resignation, or retirement~~Upon death or retirement, an~~
8 Employee with more than 20 year of service will be paid sixty-six and one-third (66-1/3) percent
9 of his accrued sick leave at the Employee's latest highest hourly rate. However, if an employee
10 with more than 15 years of service dies or retires within 90 days from July 1, 2010, the
11 Employee will receive compensation for one-hundred (100) percent of his accrued sick leave at
12 the Employee's latest highest hourly rate.

14 b. After ten (10) years of service Employees who retire or terminate service may, in
15 lieu of taking a cash payment of accrued sick leave, elect to have the allowable percent, as set
16 forth above, of their accrued sick leave given a present cash value and placed into a non-cash,
17 non-interest bearing account to pay for post-retirement medical coverage for the retiree effective
18 on the date of the Employee's retirement as determined by PERS. The Employer shall charge a
19 retiree's account monthly by the amount of the then existing premium for the Employer's
20 ~~group~~ group insurance plan until the balance in the retiree's account is exhausted or the retiree
21 dies, whichever comes first. Residual amounts in the account at the time of death or amounts
22 insufficient to pay one month's premium will be reduced to zero and will not be paid to the
23 retiree or the retiree's heirs or beneficiaries.

26 ARTICLE 22 SERVICE-CONNECTED-INJURY LEAVE

1 22.1 Absence due to an injury incurred in the course of employment shall not be
2 charged against an Employee's sick, management, or annual leave for a period not to exceed
3 ninety (90) calendar days from the date of injury. During this time, the Employer shall provide
4 full salary to the Employee upon the condition that the Employee shall endorse and deliver to the
5 Employer any ~~State Industrial Insurance System~~ benefits received pursuant to NRS Chapter(s)
6 616/617.

7
8 22.2 After thirty (30) calendar days, if an Employee is released to light duty by his
9 treating physician, the Employee agrees to return to work and be placed on a light duty
10 assignment. The employee may elect to return to duty sooner than thirty (30) calendar days,
11 provided the Employee is released to light duty by his treating physician.

12 22.23 Upon the expiration of ninety (90) calendar days, if the Employee is still unable to
13 work, accrued sick leave time shall be used to supplement worker's compensation benefits to
14 maintain full salary. Such accrued sick leave time shall be charged only to the extent not
15 reimbursed by workers compensation.

16 22.34 When accrued sick leave has been exhausted, if the Employee is still unable to
17 work, accrued management leave time shall be used to supplement worker's compensation
18 benefits to maintain full salary. Such accrued management leave time shall be charged only to
19 the extent not reimbursed by worker's compensation.

20 22.45 When management leave has been exhausted, if the Employee is still unable to
21 work, accrued annual leave time shall be used to supplement worker's compensation benefits to
22 maintain full salary. Such accrued annual leave time shall be charged only to the extent not
23 reimbursed by worker's compensation.

24 22.56 When accrued annual leave has been exhausted, the Employee shall receive no
25 additional compensation from the Employer.
26
27
28

1 22.67 An Employee who is permanently disabled and unable to return to work shall be
2 entitled to receive payment for any and all accrued leave pursuant to this contract prior to leaving
3 the Employer's employment. The Employee who is permanently disabled shall receive all
4 benefits entitled to him/her under ~~Worker's Compensation~~ Nevada law.

5 22.78 Employee benefits, sick leave, management leave, and annual leave shall continue
6 to accrue so long as the Employee is eligible for full salary as provided above in Article 22.1.
7 Employee medical benefits shall continue until Employee is returned to work or until the
8 Employee is deemed to be permanently disabled as provided above in Article 22.67.
9

10
11 ARTICLE 23 COURT LEAVE

12 23.1 If an Employee is summoned for jury duty on his/her regular workday, he/she
13 shall be given full pay but shall refund any compensation received for jury duty to the Employer.

14 23.2 A 24-hour Employee summoned for jury duty on his regular workday shall be
15 excused for this entire shift. However, if the Employee is excused from jury duty before 5:00
16 p.m. and is not required to appear for jury duty the next day, the Employee shall return to the
17 workplace to complete his or her regularly assigned shift.

18 23.23 If an Employee appears on his/her regular workday in any court, before any
19 grand jury, as a party to an action arising out of his/her employment, or as a witness to
20 observations or knowledge received in the course of his/her employment, he/she shall receive
21 full pay, but shall refund any witness fee to Employer.

22 23.34 In all cases, if the Employee uses his/her own private vehicle to travel, the
23 Employee shall retain the mileage allowance.
24

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26 ARTICLE 24 LEAVE OF ABSENCE
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1 Leave, with or without pay, may be granted pursuant to the Carson City Municipal Code
2 and the rules, regulations, and policies of the Carson City Fire Department.
3
4
5

6 ARTICLE 25 ASSOCIATION BUSINESS
7

8 25.1 Employees who are required to appear before a Grievance Committee or
9 Grievance Board, and the addition of one (1) Association representative, shall be allowed to
10 attend grievance hearings without loss of pay or accrued annual leave.

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

16 25.3 All Employees shall be allowed to attend Association meetings while on duty,
17 upon approval of the Fire Chief based on the operational needs of the department.
18
19

20 ARTICLE 26 BULLETIN BOARDS
21

22 Employer shall provide adequate bulletin board space at fire headquarters for the
23 exclusive use of the Association.
24

25 ARTICLE 27 WORKFORCE REDUCTION
26

27 The City may implement a reduction in force and lay off Employees due to a lack of
28 funds or because of departmental reorganization as determined by the City.

1 27.1 The City will provide notice to the Association and any affected employee at least
2 ~~thirty-sixty (3060) working-calendar~~ days prior to the effective date of any layoff. ~~The order of~~
3 ~~layoffs and~~

4 27.2 Any position to be eliminated will be determined by the Fire Chief based on the
5 operational needs of the Fire Department; however, continuous seniority within the rank of
6 Battalion Chief Fire Department will be the primary factor used in determining who to layoff,
7 with the Employee with least seniority in rank being laid off first, if there are two or more
8 Employees in any position subject to layoff.

9
10 27.3 An Employee who is to be laid off may elect to replace a fire suppression
11 employee in a lower rank if the bumping employee previously held such rank before the
12 Employee he elects to replace and the process is allowed by the Carson City Firefighters
13 Association contract/agreement. An employee who is reduced to a lower rank shall be offered
14 his former rank before any other Employee is promoted to that rank.

15 27.43 An Employee who is laid off shall be offered reemployment to the rank of
16 Battalion Chief before any other employee is promoted to the rank of Battalion Chief. The offer
17 of reemployment shall be sent to the Employee's last known address by certified mail with return
18 receipt requested. The Employee must give written notice of acceptance of the offer within ten
19 (10) working days after it is received. Failure to respond within the time period may be treated
20 as a rejection of the offer and the forfeiture of the Employee's seniority and reemployment rights
21 within the department.

22
23
24 ARTICLE 28 GRIEVANCE PROCEDURES

25 Any dispute, claim, or grievance arising out of or relating to the interpretation or the
26 application of this Agreement shall be settled in the following manner:
27
28

1 28.1 The Grievant shall present a written grievance to the Fire Chief within fifteen (15)
2 administrative working days of the time that the grievance is known or reasonably should have
3 been known.

4 28.2 If the Fire Chief denies the grievance or fails to respond to the grievance within
5 ten (10) administrative working days, the grievance shall be submitted to the Human Resources
6 Department. The Human Resources Director shall, by written notice to all parties concerned
7 within five (5) days of receipt of the written grievance, direct that the parties proceed to non-
8 binding mediation. Mediation ~~must~~should be held within twenty-one (21) days of the written
9 notice provided by the Human Resources Director unless mutually agreed upon by the City and
10 the Association. ~~If the parties are unable to agree on a person to act as a neutral mediator, that~~
11 a request for a mediator shall be made to the Federal Mediation and Conciliation Services
12 (FMCS) by the Human Resources Director~~either party~~. Unless otherwise agreed by the parties,
13 mediation shall be confidential, and any settlement offers made during mediation shall be kept
14 confidential by the parties if the matter is referred to arbitration. Any costs of mediation shall be
15 split between the Association and the City. If the parties are unable to resolve the issue through
16 mediation, the grievant may, within ten (10) working days of mediation, submit the grievance to
17 arbitration for resolution.

18
19 28.3 If the grievance is not resolved through mediation, the grievance may be
20 submitted to arbitration by notifying the other party in writing within ten (10) administrative
21 working days of the deadlock. If the grievance is not submitted to arbitration after mediation, it
22 shall be deemed denied or settled on the basis of the last administrative decision. The party
23 requesting arbitration shall notify the other party within the ten (10) administrative working day
24 period. If the parties are unable to agree upon an arbitrator, the party initiating the arbitration
25 shall request a list of seven arbitrators from the Federal Mediation and Conciliation Services or
26 the American Arbitration Association. Failure to make a written request for a list within thirty
27

1 (30) administrative working days after notice to the other party will constitute a waiver of
2 arbitration and a denial or settlement of the grievance on the basis of the last administrative
3 decision. The Arbitrator shall be selected in the matter provided by NRS 288.200.

4 28.4 The Arbitrator shall convene a hearing as soon as reasonably possible at the
5 mutual convenience of the Arbitrator and the parties. The expenses for witnesses or counsel for
6 either side shall be paid by the party producing such witnesses or retaining such counsel. A
7 stenographic record shall be taken by a certified reporter of each hearing. The parties agree to
8 split the costs associated with the reporter. ~~The costs of the record and t~~The arbitrator's fees and
9 expenses shall be assessed by the Arbitrator on either or both parties upon his/her discretion.
10

11 28.5 The Arbitrator shall have no authority to amend or delete any of the terms of this
12 Agreement or any of the Fire Department rules, regulations, and policies. The decision of the
13 Arbitrator shall be based solely on the evidence and arguments presented by the parties at the
14 arbitration hearings, and the decision of the Arbitrator shall be final and binding except as
15 provided by law.

16 28.6 Time limits described in this article are intended to expedite the grievance
17 procedure. Failure of the aggrieved Employee(s) to comply with this article within the set time
18 limits shall constitute a waiver of the grievance. Any time limits may be extended by mutual
19 written agreement of the parties, which shall not be unreasonably withheld.
20

21 28.7 Unless the grievance is brought by the Association itself, the Fire Chief will
22 neither settle nor deny the grievance without first notifying the Association that the grievance has
23 been filed. In all instances in which the Association has not brought the grievance, it will have
24 the right to intervene. If the Association has not demanded arbitration, it shall not be responsible
25 for any fees or expenses under Section 4. If an individual demands arbitration, the Arbitrator
26 may require the payment of one-half the estimated cost of the arbitration in advance of any
27
28

1 hearing. If the payment is not made, the grievance shall be deemed denied or settled on the basis
2 of the last administrative decision.

3 28.8 The parties agree that electronic mail (e-mail) shall constitute actable means of
4 communications whenever this Agreement calls for "written" notification.
5
6
7

8
9 ARTICLE 29 LAWSUITS AGAINST EMPLOYEES

10 The City will defend Employees against lawsuits that arise out of the course and scope of
11 public duty employment which appears to have been performed in good faith in accordance with
12 the requirements of NRS 41.0339 et seq.
13
14
15
16

17 ARTICLE 30 AMENDING PROCEDURE
18

19 This agreement may be amended during its term of effect only by the mutual written
20 agreement of the parties. Such amendments shall be lettered, dated, and signed by the parties,
21 and shall constitute part of this agreement.
22
23

24 ARTICLE 31 CORRECTIVE ACTION AND PERSONNEL FILES

25 314.1 Employer shall provide for implementation of a personnel file review system.

26 Employer shall establish the right of any Employee to review their personnel file upon
27 request in the Personnel Office. However, this right shall be limited to the individual Employee
28

1 to review his/her own personnel file. An Employee may, with proper release forms, permit
2 his/her personnel file to be reviewed by a party so authorized., upon presentation of properly
3 executed forms to the Personnel Administrator. Employees are encouraged to place in their files
4 any educational or other accomplishment that serves to recognize an achievement bearing on
5 both the Employee and the Employer. Any Employee under this policy, upon reviewing his/her
6 personnel file, -discovers is-inaccurate or misleading information, may prepare and present to the
7 Human Resources DirectorPersonnel Administrator a clarifying statement pertaining to the
8 document in question for inclusion in their personnel file.

9
10 314.2 Corrective and Disciplinary Actions.

11 The following procedures will be provided through the policy governing corrective and
12 disciplinary actions. The intent is not to punish, but to provide positive correction.

13 The following principles of progressive corrective action will be followed.

14 The first occurrence of a violation or infraction will result in an oral warning which will be
15 documented in the file. For a second occurrence of a violation or infraction, the Employee will
16 receive a written reprimand for the violation which shall be placed in his personnel file. Upon a
17 third occurrence of a violation of the same or similar minor nature, disciplinary action may be
18 instituted, depending upon the violation and the severity of the violation. An occurrence of an
19 infraction or violation of a serious nature may result in disciplinary action based upon the
20 severity of the action.

21
22 Employer shall establish by policy for the retirement of corrective and/or progressive
23 action in ~~disciplinary~~in disciplinary actions from an Employee's file, once an appropriate time
24 has passed and corrective action has succeeded. Minor corrective actions which cease to have
25 any force and effect will be removed from an Employee's personnel file twelve (12) months after
26 the effective date of the corrective action or reprimand. Violations or infractions which result in
27 discipline up to and including suspension from duty under the City Policy will be removed from
28

1 the Employee's personnel file after a period of twenty-four (24) months. Employer's policies
2 pertaining to personnel files, corrective and disciplinary actions, and retirement of corrective
3 action, reprimands, and minor suspensions shall be made available to Employees and posted on
4 all bulletin boards throughout the Fire Stations.

5 The Employer may use written counseling statements for the annual evaluation of the
6 Employee and such statements do not constitute discipline. Such statements may not be placed
7 in the Employee's personnel file.

8 314.3 Appeals of Disciplinary Action.

9 Except as otherwise provided herein, an Employee may appeal any disciplinary action
10 through the Grievance and Arbitration Procedure as provided in Article 28.~~Employees may be~~
11 ~~disciplined or discharged in accordance with City's personnel regulations.~~

12
13
14
15
16 ARTICLE 32 SAVINGS CLAUSE

17 32.1 This Agreement is the entire agreement of the parties.

18 32.2 This Agreement shall supersede all previous communications, representations, or
19 agreements, either verbal or written, between Employer and Employees.

20 32.3 If any provision of this Agreement is held by a court of competent jurisdiction to
21 be illegal or in conflict with any federal law, Nevada Revised Statute, or the Carson City Charter,
22 the validity of the remaining provisions shall not be affected, and the rights and obligations of
23 the parties shall be construed and enforced as if the Agreement did not contain the particular
24 provision held to be invalid.
25

26
27 ARTICLE 33 RESERVATION OF RIGHTS
28

1 There will be no change in the express language of this contract ~~during the~~during the
2 contract term without prior negotiations as outlined in Article 30, Amending Procedure.
3

4 ARTICLE 34 SAFETY AND HEALTH

5 34.1 Protective clothing and personal safety equipment required by the City for
6 Employees in the performance of their duties shall be furnished by the City without cost to the
7 Employee.

8 34.2 All turnouts and safety equipment shall conform to current NFPA safety standards
9 at the time of purchase.

10 34.3 The City will promptly repair and/or replace such protective clothing damaged or
11 destroyed as a result of wear and tear in the line of duty. Loss of said protective clothing due to
12 Employee's lack of care shall be replaced at the Employee's expense.
13

14
15 ARTICLE 35 MANAGEMENT LEAVE

16 All 40-hour Employees shall receive forty (40) hours of management leave during each
17 year and a proportional amount for each incomplete year. All 56-hour Employees shall receive
18 fifty-six (56) hours of management leave during each year and a proportional amount for each
19 incomplete year. The Human Resources Department will maintain the leave records. All unused
20 management leave shall be paid to the Employee at his/her regular hourly rate at the end of each
21 fiscal year, at the beginning of the next fiscal year or upon termination or retirement if prior to
22 the end of the fiscal year. This article is rescinded if Employees negotiate the right to overtime
23 or if Employees are determined not to be exempt under FLSA and entitled to overtime pay.
24

25 ARTICLE 36 JUST CAUSE

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

3
4 ARTICLE 37 ADOPTION AND DURATION OF AGREEMENT

5 This agreement shall become effective the first full pay period following July 1, 2010 and
6 shall remain in effect until June 30, 2014 unless changed as provided herein. The term of this
7 agreement is the full pay period following ratification and approval through June 30, 2010.

8
9 ARTICLE 38 WAIVER OF AMBULANCE FEES

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

13
14 ARTICLE 39 LONGEVITY PAY

15 4-39.1 The Plan.

16 a. ~~Effective July 1, 1999~~ Each year as of July 1st, Employees who have
17 completed five (5) years of continuous service in the Carson City Fire Department are
18 eligible to receive 0.5% of the top step of a Firefighter/Paramedic salary. For every
19 additional year of continuous service after the fifth year, an Employee is eligible for 0.5%
20 per year up to the maximum of 8.0% of the top step of a Firefighter/Paramedic salary.
21 ~~Longevity payments under this article shall begin on July 1, 1999. An Employee whose~~
22 ~~employment with the department ceased for any reason prior to July 1, 1999, is not~~
23 ~~entitled to longevity pay.~~

1 b. Except as provided in this Article, an interruption in continuous Fire
2 Department service terminates the Employee's eligibility for longevity pay, unless the
3 interruption was due to a lay-off.

4 c. Except as provided in this Article, no year(s) of service before the
5 interruption may be counted in determining the Employee's subsequent eligibility.

6 39.2. Employee's Evaluation under the Plan.

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

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

12 39.3. Dates of payment and eligibility.

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

15 39.4. Eligibility under particular circumstances.

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

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

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

23 d. If an Employee who is eligible for military reemployment has been
24 reemployed, the time during which he/she was not employed by the Employer because of his/her
25

1 military service will be counted when determining the rate for longevity. The person is not
2 eligible for payment for the time not employed by the Employer.

3 39.5. Return to City service.

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

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

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

13
14
15
16 ARTICLE 40 PARITY

17 The City agrees that Employees covered by this Agreement will receive any additional
18 insurance benefits, leave benefits, ~~or~~ increases in accrual rates, cost of living adjustments, base
19 salary adjustments, or incentive pays granted to the Carson City Fire Fighters Association, Local
20 2251, between July 1, 20082010, and June 30, 20102014.

21 ~~The City agrees that Employees covered by this Agreement shall receive any additional~~
22 ~~incentive pays granted to the Carson City Fire Fighters Association, Local 2251, between July 1,~~
23 ~~2008, and June 30, 2010.~~

24
25 ARTICLE 41 LICENSING AND CERTIFICATION

1 41.1 All Employees must maintain an EMT basic certificate, an ambulance attendant's
2 license and a valid driver's license in the class determined by the Department.

3 41.2 If an employee fails to maintain the required certification or licensing as set forth
4 above, he will be placed on administrative leave without pay for up to sixty (60) calendar days in
5 order to obtain the certification or licensing. If he fails to obtain the certification after sixty (60)
6 calendar days, he will be terminated.

7 41.3 In the event of the loss of a driver's license in conjunction with a period of
8 protected leave, the Employee will not be subject to the sixty (60) calendar day suspension as set
9 forth above. The Employee is entitled to use leave as provided in other provisions of this
10 Agreement. However, upon the expiration of the leave, if the Employee still does not have a
11 valid driver's license, as determined by the Department, or appropriate certificate or other
12 licensing, the Employee will be terminated.

13
14
15 ARTICLE 42 RULES AND REGULATIONS

16 42.1 The Carson City Fire Department Rules, Regulations and Policies and the Drug
17 and Alcohol Free Workplace Policy in effect upon execution of the Agreement shall be
18 incorporated herein. However, the Fire Chief shall have discretion to make, amend or delete
19 during the terms of the Agreement, any rule, regulation or policy which is not a subject of
20 mandatory bargaining. If any part of the Agreement conflicts with said Rules, Regulations and
21 Policies, this Agreement shall supersede and govern.

22 42.2 Any amendment is effective the date of the posting and all Employees who are
23 not on shift at the time of the posting are bound by such policies at the end of the next shift the
24 Employees complete.

1 42.3 Any amend of rule, regulation or policy which is subject of mandatory bargaining
2 must comply with the procedure set forth in Article 30.

3 42.3 If any rule, regulation or policy is amended, added or deleted and the Association
4 believes the change affects a subject of mandatory bargaining, the parties agree that the
5 grievance process of Article 28 is applicable to resolve the question of whether the change is a
6 change to a subject of mandatory bargaining.

7
8 IN WITNESS WHEREOF, Employer and Association have caused this agreement to be
9 executed,executed and the authorized representatives signing below warrant that this agreement
10 has been properly approved by the necessary majority of the governing body of the Employer
11 and the Association.

12
13 CLASSIFIED CHIEF
14 OFFICERS ASSOCIATION

CARSON CITY

15 _____
16 Vince Pirozzi, President

_____ ~~Marv Teixeira~~ Robert L. Crowell, Mayor

17 Dated this _____ day of _____ ~~2008~~2010

_____ Dated this _____ day of

18 _____ ~~2008~~2010

20 ATTEST

21 _____
22 Alan Glover, Clerk Recorder

23 Dated this _____ day of _____

24 _____ ~~2008~~2010

APPENDIX A

BATTALION CHIEF REG RETIREMENT (502/01)

BATTALION CHIEF PUBLIC SAFETY RETIREMENT (503/01)

FISCAL YEAR 2011 - NO COLA

<u>RANK</u>	<u>GRADE/STEP</u>	<u>ANNUAL SALARY</u>	<u>MONTHLY SALARY</u>	<u>BIWEEKLY SALARY</u>	<u>HOURLY RATE 40 HR</u>	<u>HOURLY RATE 56 HOUR</u>
-	-	-	-	-	-	-
FIRE BATTALION CHIEF	502-01	88,776.32	7,398.03	3,414.47	42.6809	30.4864
-	502-02	95,434.54	7,952.88	3,670.56	45.8820	32.7729
-	502-03	102,592.13	8,549.34	3,945.85	49.3231	35.2308
-	502-04	110,286.54	9,190.55	4,241.79	53.0224	37.8731
-	-	-	-	-	-	-
FIRE BATTALION CHIEF	503-01	88,414.52	7,367.88	3,400.56	42.5070	30.3621
-	503-02	95,045.61	7,920.47	3,655.60	45.6950	32.6392
-	503-03	102,174.03	8,514.50	3,929.77	49.1221	35.0872
-	503-04	109,837.08	9,153.09	4,224.50	52.8063	37.7188

BATTALION CHIEF REG RETIREMENT (502/01)

BATTALION CHIEF PUBLIC SAFETY RETIREMENT (503/01)

FISCAL YEAR 2012 - NO COLA

<u>RANK</u>	<u>GRADE/STEP</u>	<u>ANNUAL SALARY</u>	<u>MONTHLY SALARY</u>	<u>BIWEEKLY SALARY</u>	<u>HOURLY RATE 40 HR</u>	<u>HOURLY RATE 56 HOUR</u>
-	-	-	-	-	-	-
<u>FIRE BATTALION CHIEF</u>	<u>502-01</u>	<u>88,776.32</u>	<u>7,398.03</u>	<u>3,414.47</u>	<u>42.6809</u>	<u>30.4864</u>
-	<u>502-02</u>	<u>95,434.54</u>	<u>7,952.88</u>	<u>3,670.56</u>	<u>45.8820</u>	<u>32.7729</u>
-	<u>502-03</u>	<u>102,592.13</u>	<u>8,549.34</u>	<u>3,945.85</u>	<u>49.3231</u>	<u>35.2308</u>
-	<u>502-04</u>	<u>110,286.54</u>	<u>9,190.55</u>	<u>4,241.79</u>	<u>53.0224</u>	<u>37.8731</u>
-	-	-	-	-	-	-
<u>FIRE BATTALION CHIEF</u>	<u>503-01</u>	<u>88,414.52</u>	<u>7,367.88</u>	<u>3,400.56</u>	<u>42.5070</u>	<u>30.3621</u>
-	<u>503-02</u>	<u>95,045.61</u>	<u>7,920.47</u>	<u>3,655.60</u>	<u>45.6950</u>	<u>32.6392</u>
-	<u>503-03</u>	<u>102,174.03</u>	<u>8,514.50</u>	<u>3,929.77</u>	<u>49.1221</u>	<u>35.0872</u>
-	<u>503-04</u>	<u>109,837.08</u>	<u>9,153.09</u>	<u>4,224.50</u>	<u>52.8063</u>	<u>37.7188</u>

BATTALION CHIEF REG RETIREMENT (502/01)

BATTALION CHIEF PUBLIC SAFETY RETIREMENT (503/01)

FISCAL YEAR 2013 - 2% COLA

<u>RANK</u>	<u>GRADE/STEP</u>	<u>ANNUAL SALARY</u>	<u>MONTHLY SALARY</u>	<u>BIWEEKLY SALARY</u>	<u>HOURLY RATE 40 HR</u>	<u>HOURLY RATE 56 HOUR</u>
-	-	-	-	-	-	-
FIRE BATTALION CHIEF	502-01	90,551.85	7,545.99	3,482.76	43.5345	31.0961
-	502-02	97,343.23	8,111.94	3,743.97	46.7996	33.4283
-	502-03	104,643.97	8,720.33	4,024.77	50.3096	35.9354
-	502-04	112,492.27	9,374.36	4,326.63	54.0828	38.6306
-	-	-	-	-	-	-
FIRE BATTALION CHIEF	503-01	90,182.81	7,515.23	3,468.57	43.3571	30.9694
-	503-02	96,946.52	8,078.88	3,728.71	46.6089	33.2921
-	503-03	104,217.51	8,684.79	4,008.37	50.1046	35.7890
-	503-04	112,033.82	9,336.15	4,308.99	53.8624	38.4732

BATTALION CHIEF REG RETIREMENT (502/01)

BATTALION CHIEF PUBLIC SAFETY RETIREMENT (503/01)

FISCAL 2014 - 2% COLA

<u>RANK</u>	<u>GRADE/STEP</u>	<u>ANNUAL SALARY</u>	<u>MONTHLY SALARY</u>	<u>BIWEEKLY SALARY</u>	<u>HOURLY RATE 40 HR</u>	<u>HOURLY RATE 56 HOUR</u>
-	-	-	-	-	-	-
FIRE BATTALION CHIEF	502-01	92,362.89	7,696.91	3,552.42	44,405.2	31,718.0
-	502-02	99,290.09	8,274.17	3,818.85	47,735.6	34,096.9
-	502-03	106,736.85	8,894.74	4,105.26	51,315.8	36,654.1
-	502-04	114,742.12	9,561.84	4,413.16	55,164.5	39,403.2
-	-	-	-	-	-	-
FIRE BATTALION CHIEF	503-01	91,986.47	7,665.54	3,537.94	44,224.3	31,588.8
-	503-02	98,885.45	8,240.45	3,803.29	47,541.1	33,957.9
-	503-03	106,301.86	8,858.49	4,088.53	51,106.7	36,504.8
-	503-04	114,274.50	9,522.88	4,395.17	54,939.7	39,242.6

APPENDIX A