

**City of Carson City  
Agenda Report**

**Date Submitted:** 5-29-12  
**To:** Carson City Board of Supervisors  
**From:** Melanie Bruketta, H.R. Director

**Agenda Date Requested:** 6-7-12  
**Time Requested:** 15 minutes

**Subject Title:** (For possible action:) Action to approve the “Amended Collective Bargaining Agreement” between Carson City and the Carson City Firefighter’s Association, Local #2251 of the International Association of Firefighters, July 1, 2010 to June 30, 2017. *(Melanie Bruketta)*

**Staff Summary:** City staff was directed to ask members of Local #2251 if they would be willing to give back the 2% cost-of-living adjustment to take effect July 1, 2012. The Union agreed provided the City amend some of the articles in the collective bargaining agreement. Staff believes the contract satisfies the interests of the City and the Union.

**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 adopt an “Amended Collective Bargaining Agreement between Carson City and the Carson City Fire Fighters Association, Local #2251 of the International Association of Fire Fighters, July 1, 2010 to June 30, 2017”

**Explanation for Recommended Board Action:** City staff was directed to ask members of Local #2251 if they would be willing to give back the 2% cost-of-living increase that will go into effect July 1, 2012. The Union agreed with the following contract modifications: 1. sick leave payout of 100% up to 1512 hours upon retirement or death and 25 years of service, 2. dental, vision and life insurance subsidy upon retirement, and 3. life insurance increase from \$20,000 to \$50,000, which matches the amount offered to other public safety employees. In addition, the union agreed to change the worker’s compensation language which will require them to return to duty, upon release from a physician, within 14 days rather than 30. In addition, the City and the Union have agreed to hold costs by extending the contract to 2017.

**Fiscal Impact:** \$463,000

**Explanation of Impact:**

- FY 2012 savings of \$118,000 due to the COLA
- FY 2013 no cost
- FY 2014 2% COLA and merits estimated to be \$143,000
- FY 2015 2% COLA and merits estimated to be \$146,000
- FY 2016 2% COLA and merits estimated to be \$149,000
- Sick leave pay-out from 75% to 100% estimated to be \$92,000

Addition of dental, vision and life subsidy estimated to be \$51,000

**Funding Source:** General Fund and Ambulance Fund

**Supporting Material:** Amended Collective Bargaining Agreement between Carson City and the Carson City Firefighter's Association, Local #2251, of the International Association of Firefighters.

**Prepared By:** Melanie Bruketta, H.R. Director

<b>Reviewed By:</b> <u>Melanie Bruketta</u> (Human Resources Department)	Date: <u>5-29-12</u>
<u>[Signature]</u> (City Manager)	Date: <u>5/29/12</u>
<u>[Signature]</u> (District Attorney)	Date: <u>5/29/12</u>
<u>Wendy Paulson</u> (Finance Director)	Date: <u>5/29/12</u>

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
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(Vote Recorded By)

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Amended  
Collective  
Bargaining  
Agreement

(July 1, 2010 to June 30,  
2017)

CARSON CITY  
and the  
CARSON CITY FIRE FIGHTERS  
ASSOCIATION, LOCAL #2251  
of the  
INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS

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1     ARTICLE 1.                    PREAMBLE

2             This Agreement is entered into by and between Carson City, hereinafter referred  
3 to as "Employer", and Local #2251, I.A.F.F., Carson City Fire Fighters Association,  
4 hereinafter referred to as "Association." Members of Association, employed by  
5 Employer, shall hereinafter be referred to as "Employees".

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

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11     ARTICLE 2.                    RECOGNITION

12             2.1 Employer recognizes the Association as the exclusive bargaining agent for  
13 all Employees of the Carson City Fire Department except the Fire Chief, Assistant  
14 Chief, Division Chief, Battalion Chief, EMS Battalion Chief, Training Battalion Chief,  
15 part-time or seasonal positions, unclassified (exempt) employees, employees  
16 recognized by other City bargaining units, and Fire Inspectors and/or Fire Prevention  
17 Technicians hired after July 1, 2006 unless the Fire Inspectors and/or Fire Technicians  
18 are hired from the bargaining unit suppression personnel. "Seasonal Employees" are  
19 employees who are hired by the City for a term of less than one year. "Part-time  
20 Employees" are employees who are hired by the City for less than or equal to 1039  
21 hours per year.

22

23     ARTICLE 3.                    STRIKES, LOCKOUTS AND DISCRIMINATION

24             3.1 Association and its members will not strike against Employer under any  
25 circumstances. As used in this article, "strike" means any concerted:

26                   (a) Stoppage of work, slowdown or interruption of operations by

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1 Employees;

2 (b) Absence from work by Employees upon any pretext or excuse which  
3 is not founded in fact; or

4 (c) Interruption of the operations of Employer by Association.

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

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

11

12 ARTICLE 4. MANAGEMENT RIGHTS

13 4.1 Those subject matters which are not within the scope of mandatory  
14 bargaining and which are reserved to Employer without negotiations include:

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

17 (b) The right to reduce in force or lay off any Employee because of  
18 lack of work or lack of funds, subject to procedures for reduction in work force set forth  
19 in Article 29.

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 considerations;

25 (3) The quality and quantity of services to be offered to the  
26 public; and

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1 (4) The means and methods of offering those services.

2 (d) Safety of the Public.

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4 ARTICLE 5. SALARIES

5 5.1 Effective July 1, 2010, (FY 2011) Employees shall not receive a merit step  
6 increase or cost of living increase. See Appendix A

7 5.2 Effective July 1, 2011, (FY 2012) Employees shall not receive a merit step  
8 increase or cost of living increase. See Appendix A

9 5.3 Effective July 1, 2012, (FY 2013) Employees will be eligible to receive a merit  
10 step increase but not a cost of living increase. See Appendix A

11 5.4 Effective July 1, 2013, (FY 2014) Employees will be eligible to receive a  
12 merit step increase plus a 2% cost of living increase. See Appendix A

13 5.5 Effective July 1, 2014, (FY 2015) Employees are eligible to receive a merit  
14 step increase plus a 2% cost of living increase. See Appendix A

15 5.6 Effective July 1, 2015, (FY 2016) Employees are eligible to receive a merit  
16 step increase plus a 2% cost of living increase. See Appendix A

17 5.7 Effective July 1, 2016, (FY 2017) Employees are eligible to receive a merit  
18 step increase plus a 2% cost of living increase. See Appendix A

19

20 ARTICLE 6 MERIT SALARY INCREASES

21 6.2 Beginning July 1, 2012, upon the recommendation of the Fire Chief,  
22 Employees shall receive annual merit increases in increments of one merit step per  
23 year, provided the employee receives a "meets expectations" or better evaluation. See  
24 Appendix A. Merit increases shall be effective on the Employee's anniversary date after  
25 June 30, 2012.

26 6.3 Merit salary increases must be approved by the Fire Chief and City

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1     **Manager.**

2             6.4    Except as provided in paragraph 6.6 of this article, a merit salary increase  
3     is paid from the date the Employee became eligible for such increase.

4             6.5    If a merit salary increase is disapproved, and then approved at a later date  
5     in the same year, it shall be paid from the date of the approval.

6             6.6    If a merit salary increase is disapproved, the reasons therefore shall be  
7     submitted in writing to the Employee.

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9     ARTICLE 7.            HOURS OF WORK

10            7.1    Twenty-four (24) hour shift Employees will work from 8:00 a.m. to 8:00 a.m.  
11     commencing on the first, second, seventh, eighth, thirteenth, fourteenth, nineteenth,  
12     twentieth, twenty-fifth, twenty-sixth day of each tour of duty for a total of 2,912 hours per  
13     year. This shift consists of two twenty-four hour shifts (48 hours) on duty and four  
14     twenty-four hour days off duty (96 hours). A tour of duty for such Employees shall be  
15     twenty-four (24) days.

16            7.2    Eight hour shift Employees will work an average of forty (40) hours per  
17     week for a total of 2,080 hours per year.

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19     ARTICLE 8.            OVERTIME

20            8.1    Employees who work hours outside their regular shift or hours in excess  
21     of their regular tour of duty, at the request of their supervisor, shall be entitled to  
22     overtime pay at the rate of one-and-one half (1.5) times their regular pay, for each hour,  
23     or portion thereof, of overtime worked. Overtime pay shall be earned in increments of  
24     one-half (½) hour.

25            8.2    Overtime pay will be added to the Employee's pay for the period in which  
26     the overtime is worked, as reported on the Employee's time sheet.

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1           8.3    If an Employee is requested by his supervisor to report for work during  
2 hours outside his regular shift, he shall receive a minimum of two hours of overtime  
3 pay.

4           8.4    If an Employee reports for work during his regular shift, or reports for work  
5 after being recalled, but is relieved from duty by his supervisor because of lack of  
6 work, said Employee shall receive a minimum of two hours of regular pay.

7           8.5    Overtime procedures for non-safety staffing are as follows: Vacancies will  
8 be offered to members of this Association before being offered to part-time employees. If  
9 a member of the Association voluntarily agrees to work, that employee is obligated to fill  
10 the vacancy unless released for an emergency as determined by the Chief Officer. If no  
11 part-time employee accepts the vacancy, members of this Association agree to be  
12 recalled/retained on mandatory overtime.

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14 ARTICLE 9.           SAFETY STAFFING

15           9.1    For the purposes of safety, Employer shall maintain a minimum of fifteen  
16 (15) fire suppression personnel on duty each day with a minimum of three (3) fire  
17 suppression personnel on each initial response engine company and/or truck company.  
18 Fire suppression personnel shall include: Captain; Driver Operator (DO); Firefighter;  
19 Firefighter/Paramedic. Initial response engine, ambulance, and/or truck companies  
20 shall be designated by the Fire Chief. If sufficient fire suppression personnel are not  
21 available to meet the minimum safety level as set forth in this Article, Employees shall  
22 be mandatorily retained and/or recalled on overtime to provide said minimum safety  
23 level of personnel. Employer shall staff each initial response ambulance paramedic  
24 rescue unit in accordance with state law. Volunteers, part-time employees and  
25 seasonal employees cannot be used to satisfy the minimum manning in this section or  
26 to replace or supersede the initial response units designated in this section.

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1           9.2. This Article shall not be construed to prevent employer from using or calling  
2 back volunteers to satisfy the City's mutual aid agreements.

3           9.3. Where the employer responds as part of the "Quad County" hazardous  
4 materials response team (HAZMAT team) in response to hazardous materials incidents  
5 requiring a level A or B entry, the employer will include as its portion of the HAZMAT  
6 team qualified hazardous materials technicians and/or specialists from the Carson City  
7 Fire Department as follows:

8                     4, if 15-19 qualified Fire Department HAZMAT technicians  
9                     and/or specialists are assigned by the Fire Chief to the  
                          City's HAZMAT unit;

10                    5, if 20-24 qualified Fire Department HAZMAT technicians  
11                    and/or specialists are assigned by the Fire Chief to the  
12                    City's HAZMAT unit.

13           These response levels are based upon qualified Employees assigned by the Fire  
14 Chief to the City's HAZMAT unit based on budgeted funding levels approved by the  
15 Board of Supervisors. The employer retains the right to utilize mandatory recall of  
16 qualified Employees to meet the above staffing levels.

17           The failure of the employer to be able to recall the above number of qualified  
18 Employees from the Carson City Fire Department through reasonable efforts including  
19 mandatory recall shall not preclude response by the employer with its HAZMAT unit or  
20 as part of the HAZMAT team nor does it prevent the employer from utilizing other  
21 qualified personnel including qualified volunteers in its response as part of the HAZMAT  
22 team who are not represented by the Association.

23           Nothing in this section prevents the employer from augmenting the above  
24 response to hazmat incidents with qualified responders under mutual aid agreement(s)  
25 approved by the Board of Supervisors and qualified volunteers.

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1     ARTICLE 10.         TEMPORARY DUTY PAY

2             Whenever a qualified Employee is detailed to a higher rank, said Employee shall  
3 receive an additional 10% of his/her base wage for each of the higher ranks being filled.

4     Upon termination of the temporary assignment, the Employee shall return to his/her  
5 original compensation. Detail pay will be paid on the payroll for the pay period within  
6 which the detail assignment is performed. For the purposes of this article rank shall be,  
7 in descending order, as follows: Battalion Chief, Captain, Pump Operator Driver,  
8 Firefighter/Paramedic, Firefighter (Firefighter/Paramedic and Firefighter are the same  
9 rank for the purposes of this article).

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11     ARTICLE 11.         HOLIDAYS AND HOLIDAY PAY

12             11.1 The following days shall be observed as legal holidays:

- |    |                               |                               |
|----|-------------------------------|-------------------------------|
| 13 | New Year's Day                | (January 1)                   |
| 14 | Martin Luther King's Birthday | (Second Monday in January)    |
| 15 | President's Day               | (Third Monday in February)    |
| 16 | Memorial Day                  | (Last Monday in May)          |
| 17 | Independence Day              | (July 4th)                    |
| 18 | Labor Day                     | (First Monday in September)   |
| 19 | Nevada Day                    | (October 31)                  |
| 20 | Veterans' Day                 | (November 11)                 |
| 21 | Thanksgiving Day              | (Fourth Thursday in November) |
| 22 | Family Day                    | (Fourth Friday in November)   |
| 23 | Christmas Day                 | (December 25)                 |

24             Any other day that may be declared a legal holiday by the governments of the  
25 United States, Nevada or Carson City.

26             11.2 Employees who work twenty-four hour shifts shall receive (a) pay for

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1 twelve hours or, (b) twelve hours added to their annual leave time, computed at their  
2 regular hourly rate, for each legal holiday, whether on duty or not, as full compensation  
3 for such holidays. Beginning on July 1, 2013, Employees who work twenty-four hour  
4 shifts shall receive (a) pay for fourteen hours, or (b) fourteen hours added to their  
5 annual leave time, computed at their regular hourly rate, for each legal holiday, whether  
6 on duty or not, as full compensation for such holidays. Each Employee shall specify  
7 within 30 days of ratification of this contract in which manner he wishes to receive his  
8 holiday compensation. In the event of a multi-year agreement the Employee may make  
9 the above election in writing once a year on or before January 1, which election is  
10 effective for one year beginning on the following July 1st.

11 11.3 Employees who work eight hour shifts shall receive pay for eight hours,  
12 computed at their regular hourly rate, for each legal holiday which falls on their regular  
13 workday.

14

15 ARTICLE 12                      EDUCATIONAL/INCENTIVE PAY

16 Employees are eligible to receive educational incentive pay for completed  
17 degrees related to their current job classification. Incentive pay shall be made as  
18 follows:

19 12.1 Tuition and book costs up to \$2,000.00 per semester shall be reimbursed  
20 fully upon completion of a course or courses with a grade of C or better upon  
21 presentation of receipts. An Employee who receives a scholarship is only entitled to  
22 reimbursement of out-of-pocket expenses incurred in paying tuition or purchasing  
23 books.

24 12.2 In addition to tuition and book costs, incentive payments will be made on  
25 the following schedule:

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27 a. AA degree in Fire Science, Fire Administration or related field approved by

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1 the Fire Chief and/or BA/BS degree in Fire Science, Fire Administration,  
2 Business Administration, Chemistry or related field approved by the Fire  
Chief: 2.5% added biweekly

3 b. Fire suppression Employees other than firefighter/paramedics who hold  
4 current EMT II certification as determined by State standards or a higher  
5 degree: 2.5% added biweekly

6 c. Fire suppression Employees other than those employed as FF/Paramedics,  
7 who hold current paramedic certification as determined by state standards  
8 and the local medical advisory board: 6.0% added biweekly

9 12.3 New Employees shall not receive tuition or book costs for courses or  
10 degrees completed prior to their employment.

11 12.4 Qualified fire investigators designated by the Fire Chief shall receive  
12 incentive pay of two and one-half percent of the Employee's wage added biweekly.

13 12.5 Beginning July 1, 1990 up to \$750.00 in educational costs per fiscal year  
14 required to maintain Nevada State EMT-Advanced Certification may be reimbursed to  
15 qualified Employees for required educational courses, subject to prior approval by the  
16 Fire Chief.

17 12.6 Qualified (certified) Hazardous Materials Technicians and/or Specialists  
18 assigned by the Fire Chief to a Hazardous Materials Response Unit designated by the  
19 Fire Chief shall receive incentive pay of three percent (3%) added biweekly during said  
20 assignment.

21 12.7 Employees who successfully complete HAZMAT Technician and  
22 Chemical courses and receive a HAZMAT/Chemical technician certificate will be paid  
23 1% biweekly as incentive pay. The courses of training and the certificates are subject  
24 to the approval of the Fire Chief. It is understood that certification will be granted for  
25 purposes of this paragraph to all Employees who successfully complete the HAZMAT  
26 Technician and Chemistry courses. Employees assigned to the HAZMAT unit pursuant  
27 to section 12.6 of this article are not entitled to the benefits of this paragraph.

28 12.8 An Employee who is assigned to serve as a paramedic preceptor during a  
certification period shall be paid \$400.00 per month for the time of the assignment as

1 preceptor. Portions of a month shall be prorated at a rate of \$40.00 per 24 hour period.

2 12.9 Any Employee given an extra duty assignment in an administrative  
3 function on a 40 hour week will receive an additional ten percent (10%) of their base  
4 pay. This assignment is for those duties assigned to an Employee which are in addition  
5 to and beyond the normal and customary duties assigned and which are distinctly  
6 different from their normal and customary duties. This does not apply to personnel  
7 assigned to light duty.

8 12.10 An Employee who is expected by the City to fluently speak, read or write  
9 in Spanish in the performance of his or her job at least 3 times per week shall receive  
10 2.5% of the Employee's base salary for time in such an assignment. The Employee's  
11 department head has the final authority to determine whether the use of Spanish is  
12 expected. The City may require testing to determine whether the Employee is fluent in  
13 Spanish so as to be eligible for this benefit.

14 12.11 All educational/incentive pay provided in this article shall be paid as a  
15 percentage of base pay. There shall be no compounding of additional pay.

16

17 ARTICLE 13.        TRADING

18 Employees may exchange or trade work hours or shifts provided it does not  
19 interfere with the operation of the Fire Department, subject to prior approval of the Fire  
20 Chief or his designee. Any Employee(s) who agree(s) to such trading shall hold the  
21 employer harmless for the failure of the other Employee(s) to pay back traded time.  
22 Three way trades are permissible and must be rank for rank except where the  
23 Employee(s) filling in for the shift traded is determined by the Fire Chief or his designee  
24 to be qualified to perform all of the duties and responsibilities of the position being  
25 manned either by being designated to serve in an "acting" capacity in that position or  
26 otherwise certified as being so qualified. An employee who agrees to work a trade is

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1 responsible for filling the shift he agreed to work, at no cost to the City. The employee  
2 who failed to fulfill the shift trade agrees to repay the City for the cost of the loss over a  
3 period of four pay periods if the City incurs overtime costs to cover the shift trade.  
4

5 ARTICLE 14. PAYROLL DEDUCTIONS

6 14.1 Employees may authorize biweekly deductions from their wages for  
7 Association dues, United Way Fund, Greater Nevada Credit Union, group insurance  
8 and deferred compensation programs approved by Employer, and such other purposes  
9 as Employer may approve. Such authorizations must be filed with the Director of  
10 Finance on forms provided by Employer.

11 14.2 An authorization for payroll deductions shall remain in effect until it is  
12 rescinded by the Employee. However, if an Employee's wages for any pay period are  
13 less than his total authorized deductions, no deductions shall be made for the pay  
14 period and the Employee will hold Employer harmless for nonpayment of these  
15 deductions.

16 14.3 Association shall indemnify and defend against any claims made or  
17 actions filed against Employer as a result of its compliance with this Article.  
18

19 ARTICLE 15. RETIREMENT CONTRIBUTIONS

20 If PERS or the Nevada State Legislature takes any single action to increase the  
21 total contribution rate for the Police and Firefighter's Retirement Fund in an amount of  
22 1.5% or less, Carson City will pay one half of the increase up to .75%, and the  
23 Employee's salary will be reduced by one half of the increase up to .75%, however,  
24 Carson City will increase the Employee's salary on the effective date of the reduction in  
25 salary in an amount equal to the reduction made to the Employee's salary.

26 If PERS or the Nevada State Legislature takes any single action to increase the  
27

1 total contribution rate for the Police and Firefighter's Retirement Fund in an amount that  
2 exceeds 1.5%, Carson City will pay one-half of the increase and the Employee's salary  
3 will be reduced by one-half of the increase, however, Carson City will increase the  
4 Employee's salary .75% on the effective date of the reduction. (Any amount over 1.5%  
5 will be split equally between Carson City and the employee.)

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7 ARTICLE 16            PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

8            16.1 Employer will provide all turnouts and safety equipment needed by  
9 Employees. In addition, Employer will replace such turnouts and safety equipment  
10 whenever a Supervisor deems necessary and with the approval of the Fire Chief or the  
11 Chief's designee.

12            16.2 Uniforms, turnouts and safety equipment shall conform to all current NFPA  
13 safety standards at the time of purchase. Existing uniforms, turnouts, and safety  
14 equipment shall have been in compliance with the edition of the NFPA standard that  
15 was current when the uniforms, turnouts and safety equipment were manufactured.  
16 Replacement uniforms, turnouts, and safety equipment shall be in compliance with the  
17 current edition of the NFPA standards. New hire turnouts and safety equipment shall  
18 be in compliance with the current edition of the NFPA standards. Variances or  
19 exceptions to NFPA standards can only be made if approved by the Employees, acting  
20 through the association, and the fire chief. Any such variance shall be in writing and  
21 signed by the association president and the fire chief, or the designee of either of them.

22            16.3 Employer will pay each fire suppression Employee one thousand-two  
23 hundred dollars (\$1200.00) per year toward the cost of uniforms. Non-suppression  
24 Employees shall be paid a uniform allowance of seven hundred dollars (\$700.00) per  
25 year. Said payments will be made in two equal installments on the first payday in  
26 December and the last payday in June.

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1           16.4           Any changes to Class A uniforms after July 1, 2010 must be paid for  
2 by the City.

3           16.5           Upon hiring, the City will pay each new fire suppression Employee  
4 three hundred dollars (\$300.00) in the first paycheck to be used toward the cost of  
5 uniforms. Thereafter, the Employee will receive three hundred dollars (\$300.00) at the  
6 next uniform pay-out and six hundred dollars (\$600.00) at the following uniform pay-out  
7 as set forth in paragraph 16.3 above.

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9   ARTICLE 17 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

10           Upon approval of the Fire Chief, the employer shall reimburse Employee for the  
11 costs of repairing or replacing authorized personal property required by the employer  
12 which is lost, damaged or stolen in the performance of duty within thirty (30) days of  
13 notification of the Fire Chief as follows:

14           17.1           Watches up to \$50.00.

15           17.2           Prescription eyeglasses/contact lenses up to a maximum of \$300.00  
16 of repair or replacement costs.

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18   ARTICLE 18           GROUP LIFE INSURANCE

19           Employer shall pay one hundred percent (100%) of the premium for a  
20 \$50,000.00 policy of group term life insurance for each Employee.

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22   ARTICLE 19           GROUP HEALTH INSURANCE

23           19.1 All Employees, except those on temporary status and those excluded from  
24 enrollment by the terms and conditions of the insurance contract, may enroll in  
25 Employer's group health insurance plan, and shall be covered after a waiting period in  
26 accordance with City policy.

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1           19.2 Employer-Employee share of premium

2           a.       Employer shall pay 100% of the Employee's premium for group  
3 health insurance coverage and 75% of the dependent's premium for group health  
4 coverage.

5           b.       The Employee shall have the option of converting the health  
6 insurance coverage at the time of his separation from employment by Employer by  
7 commencing to pay 100% of the total premium. The City will pay 90% of retiree group  
8 health, dental, vision and life insurance coverage premiums plus 50% of the spouse's  
9 and eligible dependent's premium for health, dental and vision except as provided  
10 below. The City agrees to cover eligible retirees and dependents, as the term  
11 "dependents" is defined in the City's group health insurance plan in existence under the  
12 City group health insurance plan offered to active employees, as modified from time-to-  
13 time.

14                   1.       In order to be eligible for the benefits provided in this  
15 Section 19.2b, the bargaining unit employee/retiree of the  
16 Carson City Fire Department will have (i) a minimum of 20  
17 continuous years of full time bargaining unit service with the  
18 Carson City Fire Department; (ii) reached at least 47 years  
19 of age; and (iii) shall have actually retired under the Nevada  
20 PERS retirement qualifications in existence on the date of  
21 the retirement. Provided that, if a bargaining unit employee  
22 retires prior to age 47 and meets the requirements of (i)  
23 and (iii) above, the bargaining unit employee/retiree will be  
24 eligible for the benefits of this subsection 19.2b upon  
25 attaining the age of 47, and, prior to age 47, shall be  
26 entitled to continue as a retiree on the City group insurance

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plan at his own cost until attaining the age of 47.,.

2. The City will pay premiums for:

a. The bargaining unit employee/retiree from the effective date of Nevada PERS retirement until death. After the retiree reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the retiree will be reduced to either (i) 50% of the "single employee with Medicare premium", or (ii) the payment to which the retiree would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City employees, were the retiree eligible for insurance contribution under the policy or regulation.

The retiree shall, in the retiree's sole discretion, elect between (i) and (ii), at the time of Medicare eligibility. Under both (i) and (ii) such coverage under the City's group insurance plan is secondary to Medicare coverage. Provided that, if Medicare age has been increased beyond age 65, the 50% payment under (i) shall apply to the "Employee without Medicare" premium. In the event the City eliminates the policy or regulation for subsidizing payment of retiree health insurance, any retiree who elected (ii) above shall automatically revert to

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receiving the benefits specified in (i) above. In order to receive payment under either (i) or (ii), the retiree must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a retiree covered by the insurance plan, as modified from time-to-time, or required by law.

b. The spouse of the bargaining unit employee/retiree (current at time of the employee's separation from the City) until death or divorce. After the spouse reaches the eligibility age for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the spouse will be reduced to 25% of the "single dependent with Medicare" premium. After reaching the eligibility age for federal benefits under Medicare, such coverage under the City's group insurance plan is secondary to Medicare coverage. In order to receive payment once the spouse has reached the eligibility age for federal benefits under Medicare, the spouse must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a spouse covered by the insurance plan, as modified from time-to-time, or required by law. In the event a

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retiree remarries after separation from the City the spouse will not be included in the health insurance premium subsidy.

c. Dependents (current at time of the bargaining unit employee's separation from the City), as defined by the rules of the City Group Health Insurance Plan in effect at the time of separation. After the dependent reaches the eligibility age for or is otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the dependent will be reduced to 25% of the "single dependent with Medicare premium". After reaching the eligibility age for, or if otherwise eligible for federal benefits under Medicare, such coverage under the City's group insurance plan is secondary to Medicare coverage. In order to receive payment once the dependent has reached the eligibility age for or is otherwise eligible for federal benefits under Medicare, the dependent must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a dependent covered by the insurance plan, as modified from time-to-time, or required by law.

d. In the event of death of the bargaining unit

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employee/retiree, the spouse will continue to receive the subsidy benefit until death or remarriage subject to requirements in 2b. Dependents, as defined in 2c, will continue to receive benefits in the event of the death of the employee/retiree, as long as they meet the definition of dependents in the City Group Health Insurance Plan in effect at the time of retirement.

- e. In the event of a catastrophic injury or medical illness which forces a bargaining unit employee who has not reached 20 years of service and age 47 to retire from service of the Carson City Fire Department under NRS 616 and 617 (Work Related Injury or Illness) or as a Nevada PERS disability retirement, this benefit will be prorated for the employee at 5% per year of service after the employee has worked for the Carson City Fire Department for 10 years, up to a maximum of 90% and subject to the provisions of paragraph 2a above concerning the bargaining unit employee reaching the eligibility age for or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first. Ten years starts at 50%. The benefit under this subparagraph (e) does not apply to spouse or dependents and does not trigger any spousal or dependent benefits under this

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3. If the benefits provided to retirees, their spouse and dependents under this Section 19.2b are modified (reduced or eliminated) in the future by mutual agreement of the City and the Union including binding factfinding or interest arbitration pursuant to NRS Chapter 288, such modification shall not apply to retirees, their spouses and dependents then receiving the benefits, and the retiree, their spouse or dependent shall continue to receive the benefit on the basis specified by the collectively bargained agreement in effect as of the date of retirement.

4. This provision of the contract is in exchange for a permanent 1.0% reduction in the bargaining unit employee's biweekly base salary, effective on and after February 1, 2005 and a 2.0% reduction in the bargaining unit employee's biweekly base salary, effective on and after July 1, 2012. Should the Retirement Insurance benefit provided for in this Article be eliminated the ~~3.0%~~ <sup>aforsaid</sup> reductions <sub>cease and provisions</sub> in the employee's biweekly base salary shall be restored on and after the effective date of elimination of this benefit.

19.3 Nothing contained in Section 19.2b is intended to revoke, repeal, replace or otherwise modify the rights created in Article 23.9 of the collectively bargained agreement.

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

*Each contract for 98 weeks of bargaining unit factfinding will be 5 biweekly total salary*

1           19.5    The City agrees that any changes in Medical Insurance benefits will be  
2    made in accordance with Nevada law.

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4    ARTICLE 20.           PHYSICAL EXAMINATIONS

5           20.1    Employer shall pay for physical examinations of Employees that are  
6    required by NRS 617.455(2) and NRS 617.457(3).  Such examinations shall be  
7    performed by the Employer's physician.

8           20.2    Employer shall also provide an annual hearing test by a qualified person  
9    for each Employee.

10          20.3    Employer shall also provide at its expense immunizations and screening  
11   as are necessary to comply with all applicable OSHA, federal, state and local  
12   regulations and such additional immunizations and screening as deemed necessary by  
13   the Fire Chief.

14          20.4    The parties recognize the Employer's right to develop and adopt minimum  
15   physical fitness standards which are based on the essential functions of the Employee's  
16   job description and to institute a mandatory physical fitness training program to insure  
17   that all Employees are able to meet minimum physical fitness standards on an annual  
18   basis.  Failure to meet the minimum physical fitness standards may lead to suspension,  
19   demotion or termination of the Employee.  By agreeing to this provision, the Association  
20   does not approve the physical fitness standard adopted by the Employer and reserves  
21   all rights to challenge the job-related validity or other aspects of the standard to the  
22   extent that such challenge is not in conflict with the Employer's rights under NRS  
23   288.150(3).

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1 ARTICLE 21.        ANNUAL LEAVE

2        21.1 Eligibility.    For the purpose of determining eligibility for annual leave, the  
3 term "continuous service" means that service commencing with appointment to a  
4 position with the Employer and continuing until resignation or discharge.

5        21.2 Qualifying Period.    Upon employment, an Employee will begin to accrue  
6 annual leave; however, an Employee may not use annual leave until he has completed  
7 one year of continuous service.

8        21.3 Accrual Rate.

9            a.    Regular full-time Employees shall accrue annual leave at the  
10 following rates:

11	<u>Continuous Service</u>	<u>8-Hour Shift</u>	<u>24-Hour Shift</u>
12	0 - 12 months	6 hrs. per month	9 hrs. per month
13	13 - 24 months	8 hrs. per month	11 hrs. per month
14	25 - 60 months	10 hrs. per month	14 hrs. per month
15	61-120 months	14 hrs. per month	20 hrs. per month
16	Over 120 months	16 hrs. per month	24 hrs. per month
17	Maximum accumulation	378 hrs.	528 hrs.

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

21            c.    An Employee who has accrued annual leave in excess of the  
22 maximum specified above and who through no fault of his own is unable to use such  
23 excess annual leave prior to January 1st of the year following the year in which such  
24 leave is accumulated, shall be allowed to accrue annual leave in excess of the  
25 maximum.

26        21.4 Vacation Pay. An Employee shall be paid his regular hourly rate for each  
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1 hour of annual leave used.

2 21.5 Reservation of vacation dates.

3 a. Employee requests for vacation dates shall be granted as provided  
4 in this Article except in emergency situations. The vacation request submitted on or  
5 before December 15th shall consist of consecutive shifts and shall be given priority in  
6 descending order of seniority within the department. In cases of a tie within the  
7 bargaining unit, the association will submit a list setting the priority for the affected (tied)  
8 Employees. Request submitted after December 15th shall be given priority in the order  
9 that they are made without regard to seniority. In order to allow the Employer to  
10 adequately plan for the operational and staffing needs of the Fire Department, all  
11 Employees must give the Employer a minimum of 24 hours written notice of any  
12 request to cancel schedule annual leave, provided, however, when the need to cancel  
13 any such scheduled leave is based on factors outside the control of the Employee and  
14 materially occur or change inside said time frame, the Employee will not be penalized  
15 for any request to cancel annual leave within said minimum time frame.

16 b. If there are fifty-one (51) or less fire suppression personnel in the  
17 bargaining unit, two (2) fire suppression personnel may be off on annual leave per day.

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19 c. If there are between fifty-two (52) and sixty (60) fire suppression  
20 personnel in the bargaining unit, three (3) fire suppression personnel may be off on  
21 annual leave per day.

22 d. If there are more than sixty-one (61) fire suppression personnel in  
23 the bargaining unit, four (4) fire suppression personnel may be off on annual leave per  
24 day.

25 21.6 Minimum vacation time. The minimum period of annual leave that may  
26 be used for 24 hour employees shall be 4 hours. Fractions of an hour shall be rounded

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1 off to the next whole hour.

2 21.7 Advanced leave. Under special circumstances, annual leave may be  
3 advanced to an Employee. Requests for advanced leave must be fully justified and  
4 approved by the Fire Chief and the City Manager. Each request will be considered  
5 separately and on its own merits.

6 21.8 Resignation and/or Retirement.

7 a. An Employee who is about to resign, retire under the provisions of  
8 the State Retirement Act, or be laid off without fault on his part, may either be granted  
9 sufficient time to use his accrued annual leave before the effective date of his  
10 resignation, retirement or layoff, or paid a lump sum for such accrued leave.

11 b. An Employee shall give the Fire Chief written notification at least  
12 two (2) weeks prior to resignation or the Employee shall waive the ability to receive a  
13 lump sum payment for 80 hours for 8-hour shift Employees or 112 hours for 24 hour  
14 shift Employees of accrued annual leave except in emergencies approved by the Fire  
15 Chief or his designee which approval shall not be unreasonably withheld. The forfeiture  
16 of the right to receive said lump sum payment shall not waive the right to take said time  
17 as time off.

18 21.9 Death of Employee. Upon the death of an Employee, a lump sum  
19 payment for his accrued annual leave will be made to his beneficiary or estate, upon  
20 receipt of proof of death and beneficiary.

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22 ARTICLE 22. MILITARY LEAVE

23 An Employee who is an active member of the Nevada National Guard or any  
24 reserve component of the United States Armed Forces shall, upon request, be relieved  
25 from his Fire Department duties to serve under orders for military duty,  
26 without loss of pay or accrued annual leave, for a period not to exceed fifteen (15)

1 workdays in any calendar year.

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3 ARTICLE 23. SICK LEAVE

4 23.1 Eligibility. For the purpose of determining eligibility for sick leave  
5 allowance, the term "continuous service" means that service commencing with  
6 appointment to a position with the Employer and continuing until resignation or  
7 discharge. For the purpose of determining such leave earned, the term "actual service"  
8 means the number of days actually worked on the job; provided, however, that  
9 absence from work due to sick leave with pay, vacation, injury or illness incurred in the  
10 City service and absence on temporary military duty shall be deemed actual service.

11 23.2 Qualifying Period. There is no qualifying period.

12 23.3 Accrual of Sick Leave:

13 a. Employees shall accrue sick leave at the following rates:

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

18 23.4 Authorized Use of Sick Leave:

19 a. Sick leave with pay may be granted only upon approval of the Fire  
20 Chief in the case of bona fide illness of an Employee or a member of his family, or for  
21 the purpose of maternity as limited in paragraph 8 of this Article.

22 b. Family sick leave with pay shall be limited to a maximum of six  
23 shifts per calendar year, except that in the case of death, or serious illness of any  
24 member of the Employee's immediate family defined as a husband, wife, parent,  
25 brother, sister, child, grandchild, grandparents or corresponding relation by affinity, the  
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1 Fire Chief may approve additional family sick leave at his discretion.

2 23.5 Certificate of Illness: The Fire Chief or the Chief's designee may orally  
3 request a written physician's certificate of illness when the absence is in excess of three  
4 consecutive shifts and/or whenever there is reason to believe sick leave is being  
5 abused. When abuse is suspected the oral request for a physician's certificate will be  
6 followed within 24 hours by a written request for the certificate stating the reason for  
7 suspecting abuse of sick leave. Any Employee who is released from duty by a  
8 physician for illness or injury (on or off the job) is required to provide a physician's  
9 statement authorizing the Employee to return to work. The release must contain the  
10 following information: (a) That the Employee is again fit for duty; (b) The date the  
11 Employee is fit for duty; (c) Any medical conditions and/or restrictions on the  
12 Employee's return to duty; (d) Physician's name, address, phone number, signature  
13 and date. The release back to work must be provided to the on-duty Battalion Chief  
14 prior to reinstatement to the duty schedule.

15 23.6 Forfeiture of Sick Leave: No Employee shall be entitled to use sick leave  
16 while absent from duty on account of any of the following:

17 a. Disability arising from any sickness or injury purposely self-inflicted  
18 or caused by any of his wilful misconduct.

19 b. Disability arising from any conduct which is in violation of Federal,  
20 State, or local statute, written city or departmental policy, or direct order of the Fire  
21 Chief.

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

23 23.7 Advanced Sick Leave: The Fire Chief may approve up to thirty (30)  
24 working days of advance sick leave subject to the following criteria:

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

26 b. All available accumulated sick leave will be exhausted before

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1 advancement.

2 c. All available vacation leave will be exhausted before  
3 advancement.

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

7 23.8 Maternity/Paternity Leave: Maternity leave may be as follows: Light duty  
8 status may be provided for an employee when, upon recommendation of the  
9 employee's personal physician she is unable, for medical reasons, to perform usual fire  
10 suppression tasks. The decision to provide light duty status shall be at the sole  
11 discretion of the Fire Chief, but shall not affect the safety of the pregnant employee. At  
12 no time shall the employee lose any seniority. Sick and Annual leave shall continue to  
13 accrue during light duty status.

14 Paternity leave shall be as follows: Absence from work due to maternity of an  
15 employee's wife shall be specifically defined as illness of a member of the immediate  
16 family and any leave granted will be limited to those shifts as prescribed in paragraph 4.

17 23.9 Family Medical Leave: The City of Carson City will comply with the  
18 requirements of the Family Medical Leave Act (FMLA). When a qualifying FMLA event  
19 occurs, unpaid FMLA leave will run concurrently with paid annual, sick and any other  
20 available leave. Once all paid leave is exhausted, the remainder of the leave period will  
21 then consist of unpaid FMLA leave. Unpaid FMLA leave may also run concurrently with  
22 worker's compensation leave or other benefits.

23 23.10 Minimum Sick Leave to be Taken: The minimum sick leave to be taken at  
24 one time by an Employee shall be two (2) hours for 24 hour employees. Fractions of  
25 hours of sick leave shall be considered as the next largest whole hour.

26 23.11 Compensation for Unused Sick Leave: Compensation for unused sick  
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1 leave is based on the limits of accrual of sick leave established by this agreement.  
2 Upon death, termination or retirement, an Employee with 10-15 years of Carson City  
3 Fire Department Service will be paid thirty-three and one-third (33-1/3) percent of his  
4 accrued sick leave up to 1512 hours if a 24- hour shift employee or 1080 hours for an  
5 8-hour shift employee, at the Employee's latest highest hourly rate. Upon death,  
6 termination or retirement, an Employee with 16-20 years of Carson City Fire  
7 Department Service will be paid fifty (50) percent of his accrued sick leave up to 1512  
8 hours if a 24- hour shift employee or 1080 hours for an 8-hour shift employee, at the  
9 Employee's latest highest hourly rate. Upon death, termination or retirement, an  
10 Employee with 20-24 years of Carson City Fire Department service will be paid  
11 seventy-five (75) percent of his accrued sick leave up to 1512 hours if a 24- hour shift  
12 employee or 1080 hours for an 8-hour shift employee, at the Employee's latest highest  
13 hourly rate.

14 Beginning July 1, 2012, an Employee who dies or retires with 25 years of  
15 Carson City Fire Department service or more will be paid one hundred (100) percent of  
16 his accrued sick leave up to 1512 hours if a 24- hour shift employee or 1080 hours for  
17 an 8-hour shift employee, at the Employee's latest highest hourly rate.

18 After ten years of Carson City Fire Department service, Employees who retire or  
19 terminate service may, in lieu of taking a cash payment of accrued sick leave, elect to  
20 have the allowable percent, as set forth above, of their accrued sick leave up to 1512  
21 hours if a 24- hour shift employee or 1080 hours for an 8-hour shift employee, given a  
22 present cash value and placed into a non-cash, non-interest bearing account to pay for  
23 post-retirement medical coverage for the retiree effective on the date of the Employee's  
24 retirement as determined by PERS. The Employer shall charge a retiree's account  
25 monthly by the amount of the then existing premium for the Employer's group insurance  
26 plan until the balance in the retiree's account is exhausted or the retiree dies, whichever  
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1 occurs first. Residual amounts in the account at the time of death or amounts  
2 insufficient to pay one month's premium will be reduced to zero and will not be paid to  
3 the retiree or the retiree's heirs or beneficiaries.

4 23.12 Catastrophic Leave.

5 a. Definitions

6 1. "Catastrophe" means an occurrence or condition whereby an  
7 Employee is rendered unable to perform the duties of his or her position and which is  
8 due to a serious illness or accident which is life threatening or which will require a  
9 lengthy convalescence, whether or not the illness or accident is work related.

10 2. "Lengthy Convalescence" means a period of disability which an  
11 attending physician determines will exceed 10 weeks.

12 3. "Life Threatening" means a condition which is diagnosed by a  
13 physician as creating a substantial risk of death.

14 b. The Catastrophic Leave Account.

15 1. The catastrophic leave account has been established for the use of  
16 all eligible Carson City employees.

17 2. An Employee may request, in writing that a specified number of  
18 hours of his/her accrued sick leave and annual leave be transferred from his/her  
19 account to the catastrophic leave account to be used by any eligible Employee or a  
20 specific eligible Employee.

21 3. No leave may be transferred by an Employee to the catastrophic  
22 leave account, if the balance in the Employee's account after the transfer is less than  
23 240 hours. Leave is transferred on an hour for hour basis.

24 4. The maximum number of hours (including sick and annual) which  
25 may be transferred in any one calendar year is 100 for 8-hour Employees and 120 for  
26 24-hour Employees. The minimum number of hours which may be transferred in any  
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1 one calendar year is 20 hours. Leave will be placed in a pool for the use of any eligible  
2 city Employee unless an Employee transfers hours to the catastrophic leave account  
3 for use by a particular eligible Employee.

4 5. Any hours of leave which are transferred from any Employee's  
5 account to the catastrophic leave account, whether to the account in general or to a  
6 specific eligible Employee's account, may not be returned or restored to that Employee.

7 This provision does not prevent the Employee from receiving leave pursuant to this  
8 article.

9 c. Request for catastrophic leave.

10 1. An Employee who is physically affected by a catastrophe as defined  
11 above may request in writing that a specified number of hours of leave be transferred  
12 from the catastrophic leave account to his/her sick account. The maximum number of  
13 hours that may be transferred to an Employee pursuant to this section is 320 per  
14 catastrophe for an 8-hour Employee and 480 for a 24-hour Employee. Catastrophic  
15 leave may not be used when the subject of the catastrophe is a member of the  
16 Employee's immediate family. Catastrophic leave is limited to catastrophes which befall  
17 the Employee.

18 2. The request must include: the Employee's name, title and  
19 classification; and a description of the catastrophe and the expected duration of the  
20 convalescence.

21 3. An Employee is not eligible for catastrophic leave until he or she has  
22 used all his/her accrued leave and benefits in the following categories: annual and sick.

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

26 d. Approval of Catastrophic Leave

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1           1. The City Manager or his designee, is the person who must approve  
2 the transfer of a specified number of hours of leave from the catastrophic leave account  
3 to the account of any Employee who is eligible to receive such leave.

4           2. The City Manager or his designee shall review the status of an  
5 Employee using catastrophic leave and determine when the right to such leave no  
6 longer exists. The City Manager or his designee may require written substantiation of  
7 the catastrophic condition by a physician of his choosing. The cost of such written  
8 substantiation shall be borne by the Employee. If an Employee is able to return to work  
9 on a part-time basis and has catastrophic leave time still available, the City Manager, or  
10 his designee, may allow the catastrophic leave to be used to offset the hours the  
11 Employee is unable to work during his part-time status.

12           3. The City Manager or his designee shall not grant any hours of leave  
13 from the catastrophic leave account after:

- 14           a. The effects of the catastrophe cease to exist; or
- 15           b. The Employee who is receiving the leave resigns or his/her  
16 employment with the City is terminated.

17           4. Any leave which is received from the catastrophic leave account  
18 which was not used at the time the catastrophic condition ceases to exist or upon the  
19 resignation or termination of the employment of the Employee must be returned to the  
20 catastrophic leave account.

21           5. The decisions of the City Manager or his designee concerning the  
22 leave are final and are not subject to review by the Board of Supervisors. Such  
23 decisions denying benefits under this Article are subject to the grievance procedure to  
24 determine whether the denial was arbitrary, capricious or discriminatory.

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1     ARTICLE 24.         INJURY LEAVE

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

7             a.         After fourteen (14) calendar days, if an Employee is released to light  
8     duty by his treating physician, the Employee agrees to return to work and be placed on  
9     a light duty assignment.

10            b.         If an Employee is unable to return to full duty upon the expiration of  
11     ninety (90) calendar days accrued sick leave shall be used to supplement benefits in  
12     order to receive full salary. Such accrued sick leave shall be charged only to the extent  
13     not reimbursed pursuant to NRS Chapter(s) 616/617.

14            c.         When accrued sick leave has been exhausted, if the Employee is  
15     still unable to work, accrued annual leave shall be used to supplement benefits in order  
16     to receive full salary. Such accrued annual leave shall be charged only to the extent  
17     not reimbursed pursuant to NRS Chapter(s) 616/617.

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

20            e.         If an Employee is leaving the Employer's employment because he  
21     is permanently and totally disabled under NRS Chapters 616 and 617 from working in  
22     the job classification in which he is employed, he is entitled to use any accrued sick  
23     leave and annual leave prior to leaving. An Employee may be paid a lump sum for  
24     accrued leave if he/she requests it and the Chief approves it.

25            f.         Employee benefits, sick leave and annual leave shall continue to  
26     accrue

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1 so long as the Employee is eligible for full salary as provided above.

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3 ARTICLE 25. COURT LEAVE

4 25.1 If an Employee is summoned for jury duty on his regular workday, he shall  
5 receive full pay but shall refund any compensation received for jury duty to Employer.

6 25.2 An Employee summoned for jury duty on his regular workday shall be  
7 excused for his entire shift. However, if the Employee is excused from jury duty before  
8 5:00 p.m. and is not required to appear for jury duty the next day, the Employee shall  
9 return to the workplace to complete his or her regularly assigned shift.

10 25.3 If an Employee appears on his regular workday in any court or before any  
11 grand jury as a party to an action arising out of his employment, or as a witness to  
12 observations or knowledge received in the course of his employment, he shall receive  
13 full pay but shall refund any witness fee to Employer.

14 25.4 If an Employee's presence is required outside the Employee's regular shift  
15 to give a testimony or a statement concerning observations or knowledge made or  
16 obtained in the course of his or her employment, at a deposition by subpoena, for an  
17 interview, at the direction of the district attorney, or at the direction of the fire chief, the  
18 Employee will be paid overtime for the time required for such an appearance, if the fire  
19 chief or his designee has approved of the appearance in advance. No court leave or  
20 overtime pay is allowed for an Employee's time when the Employee initiated the action  
21 which requires the Employee's presence.

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23 ARTICLE 26. LEAVE OF ABSENCE

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

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ARTICLE 27. ASSOCIATION BUSINESS

27.1 All Employees from each fire station shall be allowed to attend Association meetings, while on duty, provided it does not interfere with the operation of the Fire Department.

27.2 Upon approval of the Association President, or a member of the Executive Board, members of the Association shall be entitled to utilize a maximum of five hundred (500) hours total of administrative leave per year for association business. "Association business" includes grievance hearings, collective bargaining meetings, worker's compensation hearings and any other meetings or seminars relating to the Association. This leave shall be subject to approval by the Fire Chief or his designee and such leave shall not impair the operations of the Fire Department.

ARTICLE 28. BULLETIN BOARDS

Employer will provide adequate bulletin boards at each Fire Station for the exclusive use of Association.

ARTICLE 29. WORK FORCE REDUCTION PROCEDURES

Procedures for reductions in work force because of lack of work or lack of funds shall be.

29.1 Layoffs shall proceed in ascending order of seniority for both fire suppression and non fire suppression Employees within the Department.

29.2 A fire suppression Employee who is to be laid off may elect to replace a fire suppression Employee with less seniority. A non fire suppression Employee who is to be laid off may elect to replace a non fire suppression Employee with less seniority. Fire suppression Employees cannot bump non fire suppression Employees

1 and non fire suppression Employees cannot bump fire suppression Employees.

2 29.3 A fire suppression Employee who is laid off shall be offered reemployment  
3 in a fire suppression position before any new Employee is hired by the Department. A  
4 non fire suppression Employee who is laid off shall be offered reemployment in a non  
5 fire suppression position before any new Employee is hired by the Department. The  
6 offer of reemployment shall be sent to the Employee's last known address by certified  
7 mail with return receipt requested. The Employee must give written notice of  
8 acceptance of the offer within ten days after the offer is received. Failure to respond  
9 within that time may be treated as a rejection of the offer and a forfeiture of the  
10 Employee's seniority and reemployment rights within the Department.

11 29.4 Reductions to a lower rank shall proceed in ascending order of seniority  
12 within the affected rank. Seniority within a rank shall be determined by the date of  
13 appointment to that rank. Employees who are appointed on the same day will have  
14 seniority determined by random drawing on date of hire. Any Employee who, through  
15 no fault of the Employee, is reduced in rank shall retain his current level of pay.

16 29.5 An Employee who is reduced to a lower rank shall be offered his former  
17 rank before any other Employee is promoted to that rank.

18 29.6 If a Battalion Chief is laid-off due to lack of work or lack of funds, the  
19 Battalion Chief may elect to replace a fire suppression employee within this Association  
20 provided the Battalion Chief has held the rank of Captain within the Carson City Fire  
21 Department. The procedures set forth in Section 29.2 through 29.5 of this Article will  
22 apply.

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24 ARTICLE 30.        GRIEVANCE PROCEDURE

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

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1           30.1 The Grievant shall present a written grievance to the Fire Chief within  
2 fifteen (15) administrative working days of the time that the grievance is known or  
3 reasonably should have been known.

4           30.2 If the Fire Chief denies the grievance or fails to respond to the grievance  
5 within ten (10) administrative working days, the grievance shall be submitted to the  
6 Human Resources Department. The Human Resources Director shall, by written notice  
7 to all parties concerned within five days of receipt of the written grievance, direct that  
8 the parties proceed to non-binding mediation. Mediation should be held within 21 days  
9 of the written notice provided by the Human Resources Director unless mutually agreed  
10 upon by the City and the Association. The parties agree that a request for a mediator  
11 shall be made to the Federal Mediation and Conciliation Services (FMCS) by the  
12 Human Resources Director. Unless otherwise agreed by the parties, mediation shall be  
13 confidential, and any settlement offers made during mediation shall be kept confidential  
14 by the parties if the matter is referred to arbitration. Any costs of mediation shall be split  
15 between the Association and the City. If the parties are unable to resolve the issue  
16 through mediation, the grievant may, within ten (10) working days of mediation, submit  
17 the grievance to arbitration for resolution.

18           30.3 If the grievance is not resolved through mediation, the grievance may be  
19 submitted to arbitration by notifying the other party in writing within ten (10)  
20 administrative working days of the deadlock. If a grievance is not submitted to  
21 arbitration after mediation, it shall be deemed denied or settled on the basis of the last  
22 administrative decision. The party requesting arbitration shall notify the other party  
23 within the ten (10) administrative working day period. If the parties are unable to agree  
24 upon an arbitrator, the party initiating the arbitration shall request a list of seven  
25 arbitrators from the Federal Mediation and Conciliation Service, or the American  
26 Arbitration Association. Failure to make a written request for a list within thirty (30)

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1 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  
3 administrative decision. The Arbitrator shall be selected in the matter provided by NRS  
4 288.200.

5 30.4 The Arbitrator shall convene a hearing as soon as reasonably possible at  
6 the mutual convenience of the Arbitrator and the parties. The expenses for witnesses  
7 or counsel for either side shall be paid by the party producing such witnesses or  
8 retaining such counsel. A stenographic record shall be taken by a certified reporter of  
9 each hearing. The parties agree to split the costs associated with the reporter. The  
10 arbitrator's fees and expenses shall be assessed by the Arbitrator on either or both  
11 parties in his discretion.

12 30.5 The Arbitrator shall have no authority to amend or delete any of the terms  
13 of this Agreement or any of the Fire Department rules, regulations and policies.  
14 Decision of the Arbitrator shall be based solely on the evidence and arguments  
15 presented by the parties at the arbitration hearings, and the decision of the Arbitrator  
16 shall be final and binding except as provided by law.

17 30.6 Time limits described in this article are intended to expedite the grievance  
18 procedure. Failure of the aggrieved Employee(s) to comply with this article within the  
19 set time limits shall constitute a waiver of the grievance. Any time limits may be  
20 extended by mutual written agreement of the parties which shall not be unreasonably  
21 withheld.

22 30.7 Unless the grievance is brought by the Union itself, the Fire Chief will  
23 neither settle nor deny the grievance without first notifying the Union that the grievance  
24 has been filed. In all instances in which the Union has not brought the grievance it will  
25 have the right to intervene. If the Union has not demanded arbitration, it shall not be  
26 responsible for any fees or expenses under Section 5. If an individual demands

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1 arbitration, the Arbitrator may require the payment of one-half the estimated cost of the  
2 arbitration in advance of any hearing. If the payment is not made, the grievance shall  
3 be deemed denied or settled on the basis of the last administrative decision.

4 This article shall not be subject to Article 35 of this Agreement.

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6 ARTICLE 31. LAWSUITS AGAINST EMPLOYEES

7 31.1 Employer shall provide for the defense, including the defense of cross-  
8 claims and counterclaims, of any Employee in any civil action brought against that  
9 person based on any alleged act or omission relating to his employment if:

10 (a) Within fifteen (15) days after service of a copy of the summons and  
11 complaint or other legal document commencing the action, he submits a written request  
12 for defense to the Fire Chief and the Carson City District Attorney; and

13 (b) The District Attorney has determined that the act or omission of  
14 which the action is based appears to be within the course and scope of employment  
15 and appears to have been performed or omitted in good faith.

16 31.2 The District Attorney shall determine as promptly as possible whether or  
17 not to tender the defense of the person submitting the request. Until the decision is  
18 made, the District Attorney shall take appropriate action to defend or otherwise protect  
19 the time of the person submitting the request to file a responsive pleading.

20 31.3 In any case in which the District Attorney determines not to defend, he  
21 shall give written notice to the person who requested the defense either:

22 (a) Ten days before the date and answer of other responsive pleading  
23 must be filed with the court; or

24 (b) If the defense has been commenced, twenty (20) days before the  
25 time an application is made with the court to withdraw as the attorney of record.

26 31.4 At any time after the District Attorney has appeared in any civil action and  
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1 commenced to defend any Employee, the District Attorney may apply to any court to  
2 withdraw as the attorney of record for that person based upon:

3 (a) Discovery of any new material fact which was not known at the  
4 time the defense was tendered and which would have altered the decision to tender the  
5 defense;

6 (b) Misrepresentation of any material fact by the person requesting the  
7 defense, if that fact would have altered the decision to tender the defense if the  
8 misrepresentation had not occurred;

9 (c) Discovery of any mistake of fact which was material to the decision  
10 to tender the defense and which would have altered the decision but for the mistake;

11 (d) Discovery of any fact which indicates that the act or omission on  
12 which the civil action is based was not within the course and scope of employment or  
13 was wanton or malicious;

14 (e) Failure of the defendant to cooperate in good faith with the defense  
15 of the case; or

16 (f) If the action has been brought in a court of competent jurisdiction  
17 of this state, failure to name Employer as a party defendant, if there is sufficient  
18 evidence to establish that the civil action is clearly not based on any act or omission  
19 relating to the defendant's employment.

20 31.5 If any court grants a Motion to Withdraw on any of the grounds set forth in  
21 subsection 4, Employer has no duty to continue to defend any person who is the  
22 subject of the Motion to Withdraw.

23 31.6 If Employer does not provide for the defense of an Employee, and if it is  
24 judicially determined that the action arose out of an act or omission of that person  
25 during the performance of any duty within the course and scope of his employment and  
26 that his act or omission was not wanton or malicious, Employer shall be liable to that  
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1 person for reasonable expenses in carrying on his own defense, including court costs  
2 and attorney's fees.

3 31.7 Employer may provide for the defense of any Employee who is entitled to  
4 a defense from Employer by tendering the defense to an insurer who, pursuant to a  
5 contract of insurance, is authorized to defend the action.

6 31.8 At any time after a written request for defense is submitted to the District  
7 Attorney, the person requesting the defense may employ his own counsel to defend the  
8 action. At that time, Employer is excused from any further duty to represent that person  
9 and is not liable for any expenses in defending the action, including court costs and  
10 attorney's fees.

11 31.9 In any civil action brought against any Employee in which a judgment is  
12 entered against him based on any act or omission relating to his employment, Employer  
13 shall indemnify him unless:

- 14 (a) The person failed to submit a timely request for defense;
- 15 (b) The person failed to cooperate in good faith in the defense of the  
action;
- 16 (c) The act or omission of the person was not within the scope of his  
17 employment; or
- 18 (d) The act or omission of the person was wanton or malicious.

19 ARTICLE 32. RULES AND REGULATIONS

20 32.1 The Carson City Fire Department Rules, Regulations and Policies and the  
21 Drug and Alcohol Free Workplace Policy in effect upon execution of this Agreement  
22 shall be incorporated herein. However, the Fire Chief shall have discretion to make,  
23 amend, or delete during the term of this Agreement, any rule, regulation or policy which  
24 is not a subject of mandatory bargaining. If any part of this Agreement conflicts with  
25 said Rules, Regulations and Policies, this Agreement shall supersede and govern.

26 32.2 Any amendment is effective the date of posting and all Employees who  
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1 are not on shift at the time of posting are bound by such policies at the end of the next  
2 shift the Employees complete.

3 32.3 Any amendment of a rule, regulation or policy which is a subject of  
4 mandatory bargaining must comply with the procedure set forth in Article 34.

5 32.4 If any rule, regulation or policy is amended, added or deleted and the  
6 Association believes the change affects a subject of mandatory bargaining, the parties  
7 agree that the grievance process of Article 31 is applicable to resolve the question of  
8 whether the change is a change to a subject of mandatory bargaining.

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10 ARTICLE 33. AMENDMENT PROCEDURE

11 This Agreement cannot be amended during its life unless the parties agree to do so.

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13 ARTICLE 34. CORRECTIVE ACTION AND PERSONNEL FILES

14 34.1 Employer shall provide for implementation of a personnel file review  
15 system. Employer shall establish the right of any Employee to review their personnel  
16 file upon request in the Personnel Office. However, this right shall be limited to the  
17 individual Employee to review his/her own personnel file. An Employee may, with  
18 proper release forms, permit his/her personnel file to be reviewed by a party so  
19 authorized, upon presentation of properly executed forms to the Personnel  
20 Administrator. Employees are encouraged to place in their files any educational or  
21 other accomplishment that serves to recognize an achievement bearing on both the  
22 Employee and the Employer. Any Employee under this policy, upon reviewing his/her  
23 personnel file is inaccurate or misleading, may prepare and present to the Personnel  
24 Administrator a clarifying statement pertaining to the document in question for inclusion  
25 in their personnel file.

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1           34.2 Corrective and Disciplinary Actions.

2           The following procedures will be provided through the policy governing corrective  
3 and disciplinary actions. The intent is not to punish, but to provide positive correction.  
4 The following principles of progressive corrective action will be followed.

5           The first occurrence of a violation or infraction will result in an oral warning which  
6 will be documented in the file. For a second occurrence of a violation or infraction, the  
7 Employee will receive a written reprimand for the violation which shall be placed in his  
8 personnel file. Upon a third occurrence of a violation of the same or similar minor  
9 nature, disciplinary action may be instituted, depending upon the violation and the  
10 severity of the violation. An occurrence of an infraction or violation of a serious nature  
11 may result in disciplinary action based upon the severity of the action.

12           Employer shall establish by policy for the retirement of corrective and/or  
13 progressive action in disciplinary actions from an Employee's file, once an appropriate  
14 time has passed and corrective action has succeeded. Minor corrective actions which  
15 cease to have any force and effect will be removed from an Employee's personnel file  
16 twelve (12) months after the effective date of the corrective action or reprimand.  
17 Violations or infractions which result in discipline up to and including suspension from  
18 duty under the City Policy will be removed from the Employee's personnel file after a  
19 period of twenty-four (24) months. Employer's policies pertaining to personnel files,  
20 corrective and disciplinary actions, and retirement of corrective action, reprimands, and  
21 minor suspensions shall be made available to Employees and posted on all bulletin  
22 boards throughout the Fire Stations.

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

26           34.3 Appeals of Disciplinary Action. Except as otherwise provided herein, an  
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1 Employee may appeal any disciplinary action through the Grievance and Arbitration  
2 Procedure as provided in Article 31.

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4 ARTICLE 35. SAVINGS CLAUSE

5 35.1 This Agreement is the entire agreement of the parties.

6 35.2 Except as provided in the Article governing Reservation of Rights, this  
7 Agreement shall supersede all previous communications, representations or  
8 agreements, either verbal or written, between Employer and Association.

9 35.3 If any provision of this Agreement is held by a court of competent  
10 jurisdiction to be illegal or in conflict with any federal law, Nevada Revised Statute or  
11 the Carson City Charter, the validity of the remaining provisions shall not be affected,  
12 and the rights and obligations of the parties shall be construed and enforced as if the  
13 Agreement did not contain the particular provision held to be invalid.

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15 ARTICLE 36. RESERVATION OF RIGHTS

16 An presently existing right or benefit, whether monetary or otherwise, and  
17 whether created by prior contract, rule, regulation or policy, or established custom of  
18 the Carson City Fire Department, shall be retained unless such right or benefit is  
19 specifically modified or deleted by this Agreement.

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21 ARTICLE 37. SAFETY AND HEALTH

22 37.1 A Joint Safety Committee composed of two (2) representative of the  
23 Association and two (2) representative of management shall be established within five  
24 (5) business days of signing of this Agreement. Each party shall also designate two (2)  
25 alternates.

26 37.2 The committee will meet whenever an Employee notifies the Committee in  
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1 writing of the existence of a safety hazard, or at the call of the Fire Chief or his  
2 designee.

3 37.3 If the Committee deadlocks on a Safety issue, the Association may refer  
4 the deadlock directly to arbitration in accordance with the procedure set forth in Article  
5 31. If a majority of the Committee certifies to the Fire Chief of the existence of a safety  
6 or health hazard and adequate corrective action is not taken forthwith, such matter may  
7 be referred by the Association directly to arbitration in accordance with the procedure  
8 set forth in Article 31.

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10 ARTICLE 38. COMMUNICABLE DISEASE

11 In the event an Employee covered under this Agreement or his/her supervisor  
12 suspects that as a result of the course of duty he/she has been exposed to, or is the  
13 carrier of a serious communicable disease, the Employee may be relieved of duty  
14 without the loss of any pay or sick leave, and shall be taken immediately to an  
15 emergency hospital for diagnosis and treatment subject to Article 25.

16  
17 ARTICLE 39. ADOPTION AND DURATION OF AGREEMENT

18 39.1 This Agreement shall become effective the first full pay period following  
19 ratification and execution by both parties and shall remain in effect until June 30,  
20 2017 unless changed as provided herein.

21 39.2 This Agreement shall automatically be renewed from year to year  
22 thereafter. If either party desires to make a change, they shall notify the other party in  
23 writing of the article and/or section of the article that they desire to negotiate.

24 39.3 If either party desires to negotiate changes in any article or section of this  
25 contract, it shall give written notice to the other party of the desired changes before  
26 February 1, of each year .

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1           39.4 The parties shall promptly commence negotiations. If the parties have not  
2 reached agreement by April 10th, either party may submit the dispute to an impartial  
3 Fact  
4 Finder at any time for his findings. The Fact Finder shall make recommendations of the  
5 unresolved issues.

6           39.5 If the parties have not reached an agreement within ten (10) days after  
7 the Fact Finder's Report is submitted, all issues remaining in dispute shall be submitted  
8 to an arbitrator.

9           39.6 NRS Chapter 288 shall govern fact-finding and arbitration between the  
10 parties.

11           39.7 In the event that future agreements are not reached prior to July 1 of that  
12 year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of  
13 the year negotiations commenced.

14  
15 ARTICLE 40.           PROMOTIONAL VACANCIES

16           40.1. Vacancies.

17           All promotional vacancies shall be filled by candidates provided that they meet  
18 the minimum requirements of the position, as established by the Employer prior to open  
19 competitive testing.

20           40.2. Notice.

21           Notice of all promotional vacancies in the Fire Department below the rank of  
22 Battalion Chief and which require a test, shall be given to all Employees of the Fire  
23 Department through briefings or otherwise and shall be posted on bulletin boards within  
24 the Fire Department for a period of not less than ninety calendar days prior to the last  
25 date for application or the date scheduled for testing, whichever is earlier. There shall  
26 be ninety days between the dates for tests given for different ranks. The two ninety day  
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1 periods stated above shall apply except in emergencies when the longest practical time  
2 period will be used, as determined by the Fire Chief. Notice shall contain the following  
3 information:

4 a. Title and job description of the position;

5 b. All eligibility requirements including: education, employment, training or  
6 experience criteria, and whether equivalent factors will be recognized, and the weight to  
7 be given each requirement in evaluating a candidate;

8 c. Whether preference or priority will be given to City Employees;

9 d. Whether City or other seniority or length of service will be considered a  
10 factor, and if so, what weight will be given to such consideration in measuring or rating  
11 applicants;

12 e. Whether there will be competitive testing, and if so, the date, time and  
13 place of the test; the nature and scope of the test subject matter, and any reference  
14 material or sources upon which the test is based;

15 f. Whether the test will consist of written, oral and/or physical demonstration  
16 components and the relative weight to be given to each in scoring the test results;

17 g. Whether the tests will be used to establish and eligibility list based upon  
18 ranking or rating of test applicants with the highest overall score being placed first, next  
19 highest second, and so on down the list of candidates, and if so, how long the list will  
20 be retained and/or effective;

21 h. Whether the selection will be made from the top 3 positions on the  
22 eligibility list referred to in paragraph g, or other basis; and

23 i. Whether test results can be reviewed by applicants, and if so, what  
24 appeal rights exist.

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1     ARTICLE 41.                     WAIVER OF AMBULANCE FEES.

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

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6     ARTICLE 42.                     LONGEVITY PAY

7             42.1 The Plan.

8             a.     Each year as of July 1<sup>st</sup>, Employees who have completed 5 years of  
9 continuous service in the Carson City Fire Department are eligible to receive ½% of the  
10 top step of a Fire Fighter/Paramedic salary. For every additional year of continuous  
11 service after the fifth year, an Employee is eligible for an additional ½% per year up to a  
12 maximum of 8% of the top step of a Fire Fighter/Paramedic salary.

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

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

18             42.2 Employee's Evaluation under the Plan.

19             a.     An Employee's performance must be rated "meets expectations" or  
20 better on the last performance evaluation if the evaluation was issued within the last 12  
21 months, for him/her to be eligible for additional pay pursuant to Section A.

22             b.     If an Employee's performance was not rated during the previous 12  
23 months, his/her performance is assumed to be standard.

24             42.3 Dates of payment and eligibility.

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

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1           42.4 Eligibility under particular circumstances.

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

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

7           c.    An Employee who is laid off and is rehired within one year from the  
8 date of lay off is eligible for pay for longevity he would have earned if he had not been  
9 laid off.

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

14           42.5 Return to City Service.

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

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

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

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1 ARTICLE 43. MINIMUM TRAINING, LICENSING AND CERTIFICATION

2 43.1 All Employees who are not Firefighter/Paramedics must maintain at least  
3 an EMT basic certificate, an ambulance attendant's license and a valid driver's license  
4 in the class determined by the Department. Employees holding the rank of  
5 Firefighter/Paramedic must maintain their paramedic certificate, an ambulance  
6 attendant's license and a valid driver's license in the class determined by the  
7 Department.

8 If an Employee fails to maintain the required certification or licensing as set forth  
9 above, he will be placed on administrative leave without pay for up to sixty (60)  
10 calendar days in order to obtain the certification or licensing. If he fails to obtain the  
11 certification after sixty (60) calendar days, he will be terminated.

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

18 43.2 All fire suppression Employees shall receive a minimum of 200 hours of  
19 training provided by the Carson City Fire Department, after being hired and before  
20 being assigned to fire suppression duties. The type of training will be determined by  
21 the Fire Chief.

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23 ARTICLE 44. TRANSFER OF OPERATIONS

24 Carson City agrees not to sell or convey or cause to sell or convey or otherwise  
25 transfer or merge its operations to or with a fire district as established under NRS 474  
26 without first securing an agreement with the successor to (1) retain all existing bargaining

27

28

1 unit personnel, without reductions of position or rank, and (2) assume all the terms and  
2 conditions of this Agreement, including the Employer's obligations under this Agreement  
3 until the Agreement has expired.

4

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

9

**CARSON CITY**

10

By \_\_\_\_\_  
11 Robert L. Crowell, Mayor  
Dated: \_\_\_\_\_

12

**CARSON CITY  
FIRE FIGHTERS ASSOCIATION**

13

14

By \_\_\_\_\_  
15 Robert F. Schreihans, President

16

Dated: \_\_\_\_\_

17

18 ATTEST:

18

19 \_\_\_\_\_  
Alan Glover, Clerk/Recorder

19

20 Dated: \_\_\_\_\_

20

21

22

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APPENDIX A  
 FISCAL YEAR 2011  
 NO COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 56 HRS
FIRE INSPECTOR 2	F36-1	62,108.65	5,175.72	2,388.79	29.8599					
2080 HR PER YEAR	F36-2	66,883.40	5,573.62	2,572.44	32.1555					
	F36-3	72,027.59	6,002.30	2,770.29	34.6286					
	F36-4	77,565.12	6,463.76	2,983.27	37.2909					
FIREFIGHTER	328-1	50,767.50	4,230.63	1,952.60	24.4075	228-1	50,767.50	4,230.63	1,952.60	17.4339
	328-2	54,672.26	4,556.02	2,102.78	26.2847	228-2	54,672.26	4,556.02	2,102.78	18.7748
	328-3	58,875.59	4,906.30	2,264.45	28.3056	228-3	58,875.59	4,906.30	2,264.45	20.2183
	328-4	63,402.22	5,283.52	2,438.55	30.4818	228-4	63,402.22	5,283.52	2,438.55	21.7727
DRIVER/OPERATOR	332-1	56,039.15	4,669.93	2,155.35	26.9419	232-1	56,039.15	4,669.93	2,155.35	19.2442
	332-2	60,346.37	5,028.86	2,321.01	29.0127	232-2	60,346.37	5,028.86	2,321.01	20.7233
	332-3	64,987.00	5,415.58	2,499.50	31.2438	232-3	64,987.00	5,415.58	2,499.50	22.3170
	332-4	69,984.53	5,832.04	2,691.71	33.6464	232-4	69,984.53	5,832.04	2,691.71	24.0331
FIREFIGHTER/PARAMEDIC	333-1	57,438.73	4,786.56	2,209.18	27.6148	233-1	57,438.73	4,786.56	2,209.18	19.7248
	333-2	61,855.96	5,154.66	2,379.08	29.7384	233-2	61,855.96	5,154.66	2,379.08	21.2417
	333-3	66,612.40	5,551.03	2,562.02	32.0252	233-3	66,612.40	5,551.03	2,562.02	22.8751
	333-4	71,733.09	5,977.76	2,758.97	34.4871	233-4	71,733.09	5,977.76	2,758.97	24.6336
FIRE CAPTAIN	338-1	64,987.00	5,415.58	2,499.50	31.2438	238-1	64,987.00	5,415.58	2,499.50	22.3170
	338-2	69,984.53	5,832.04	2,691.71	33.6464	238-2	69,984.53	5,832.04	2,691.71	24.0331
	338-3	75,364.06	6,280.34	2,898.62	36.2327	238-3	75,364.06	6,280.34	2,898.62	25.8805
	338-4	81,158.86	6,763.24	3,121.49	39.0187	238-4	81,158.86	6,763.24	3,121.49	27.8705

APPENDIX A  
 FISCAL YEAR 2012  
 NO COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 56 HRS
FIRE INSPECTOR 2	F36-1	61,409.92	5,117.49	2,361.92	29.5240					
2080 HR PER YEAR	F36-2	66,130.96	5,510.91	2,543.50	31.7937					
	F36-3	71,217.27	5,934.77	2,739.13	34.2391					
	F36-4	76,692.51	6,391.04	2,949.71	36.8714					
FIREFIGHTER	328-1	50,450.20	4,204.18	1,940.39	24.2549	228-1	50,450.20	4,204.18	1,940.39	17.3249
	328-2	54,330.55	4,527.55	2,089.64	26.1205	228-2	54,330.55	4,527.55	2,089.64	18.6575
	328-3	58,507.61	4,875.63	2,250.29	28.1287	228-3	58,507.61	4,875.63	2,250.29	20.0919
	328-4	63,005.95	5,250.50	2,423.31	30.2913	228-4	63,005.95	5,250.50	2,423.31	21.6367
DRIVER/OPERATOR	332-1	55,688.90	4,640.74	2,141.88	26.7735	232-1	55,688.90	4,640.74	2,141.88	19.1239
	332-2	59,969.20	4,997.43	2,306.51	28.8313	232-2	59,969.20	4,997.43	2,306.51	20.5938
	332-3	64,580.83	5,381.74	2,483.88	31.0485	232-3	64,580.83	5,381.74	2,483.88	22.1775
	332-4	69,547.12	5,795.59	2,674.89	33.4361	232-4	69,547.12	5,795.59	2,674.89	23.8829
FIREFIGHTER/PARAMEDIC	333-1	57,079.73	4,756.64	2,195.37	27.4422	233-1	57,079.73	4,756.64	2,195.37	19.6016
	333-2	61,469.36	5,122.45	2,364.21	29.5526	233-2	61,469.36	5,122.45	2,364.21	21.1090
	333-3	66,196.07	5,516.34	2,546.00	31.8250	233-3	66,196.07	5,516.34	2,546.00	22.7322
	333-4	71,284.75	5,940.40	2,741.72	34.2715	233-4	71,284.75	5,940.40	2,741.72	24.4797
FIRE CAPTAIN	338-1	64,580.83	5,381.74	2,483.88	31.0485	238-1	64,580.83	5,381.74	2,483.88	22.1775
	338-2	69,547.12	5,795.59	2,674.89	33.4361	238-2	69,547.12	5,795.59	2,674.89	23.8829
	338-3	74,893.03	6,241.09	2,880.50	36.0063	238-3	74,893.03	6,241.09	2,880.50	25.7188
	338-4	80,651.61	6,720.97	3,101.99	38.7748	238-4	80,651.61	6,720.97	3,101.99	27.6963

APPENDIX A  
 FISCAL YEAR 2013  
 NO COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 56 HRS
FIRE INSPECTOR 2	F36-1	61,409.92	5,117.49	2,361.92	29.5240					
2080 HR PER YEAR	F36-2	66,130.96	5,510.91	2,543.50	31.7937					
	F36-3	71,217.27	5,934.77	2,739.13	34.2391					
	F36-4	76,692.51	6,391.04	2,949.71	36.8714					
FIREFIGHTER	328-1	50,450.20	4,204.18	1,940.39	24.2549	228-1	50,450.20	4,204.18	1,940.39	17.3249
	328-2	54,330.55	4,527.55	2,089.64	26.1205	228-2	54,330.55	4,527.55	2,089.64	18.6575
	328-3	58,507.61	4,875.63	2,250.29	28.1287	228-3	58,507.61	4,875.63	2,250.29	20.0919
	328-4	63,005.95	5,250.50	2,423.31	30.2913	228-4	63,005.95	5,250.50	2,423.31	21.6367
DRIVER/OPERATOR	332-1	55,688.90	4,640.74	2,141.88	26.7735	232-1	55,688.90	4,640.74	2,141.88	19.1239
	332-2	59,969.20	4,997.43	2,306.51	28.8313	232-2	59,969.20	4,997.43	2,306.51	20.5938
	332-3	64,580.83	5,381.74	2,483.88	31.0485	232-3	64,580.83	5,381.74	2,483.88	22.1775
	332-4	69,547.12	5,795.59	2,674.89	33.4361	232-4	69,547.12	5,795.59	2,674.89	23.8829
FIREFIGHTER/PARAMEDIC	333-1	57,079.73	4,756.64	2,195.37	27.4422	233-1	57,079.73	4,756.64	2,195.37	19.6016
	333-2	61,469.36	5,122.45	2,364.21	29.5526	233-2	61,469.36	5,122.45	2,364.21	21.1090
	333-3	66,196.07	5,516.34	2,546.00	31.8250	233-3	66,196.07	5,516.34	2,546.00	22.7322
	333-4	71,284.75	5,940.40	2,741.72	34.2715	233-4	71,284.75	5,940.40	2,741.72	24.4797
FIRE CAPTAIN	338-1	64,580.83	5,381.74	2,483.88	31.0485	238-1	64,580.83	5,381.74	2,483.88	22.1775
	338-2	69,547.12	5,795.59	2,674.89	33.4361	238-2	69,547.12	5,795.59	2,674.89	23.8829
	338-3	74,893.03	6,241.09	2,880.50	36.0063	238-3	74,893.03	6,241.09	2,880.50	25.7188
	338-4	80,651.61	6,720.97	3,101.99	38.7748	238-4	80,651.61	6,720.97	3,101.99	27.6963



APPENDIX A  
 FISCAL YEAR 2014  
 2% COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 56 HRS
FIRE INSPECTOR 2	F36-1	62,638.12	5,219.84	2,409.16	30.1145					
2080 HR PER YEAR	F36-2	67,453.58	5,621.13	2,594.37	32.4296					
	F36-3	72,641.62	6,053.47	2,793.91	34.9239					
	F36-4	78,226.36	6,518.86	3,008.71	37.6088					
FIREFIGHTER	328-1	51,459.20	4,288.27	1,979.20	24.7400	228-1	51,459.20	4,288.27	1,979.20	17.6714
	328-2	55,417.16	4,618.10	2,131.43	26.6429	228-2	55,417.16	4,618.10	2,131.43	19.0306
	328-3	59,677.76	4,973.15	2,295.30	28.6912	228-3	59,677.76	4,973.15	2,295.30	20.4937
	328-4	64,266.07	5,355.51	2,471.77	30.8971	228-4	64,266.07	5,355.51	2,471.77	22.0694
DRIVER/OPERATOR	332-1	56,802.68	4,733.56	2,184.72	27.3090	232-1	56,802.68	4,733.56	2,184.72	19.5064
	332-2	61,168.58	5,097.38	2,352.64	29.4080	232-2	61,168.58	5,097.38	2,352.64	21.0057
	332-3	65,872.45	5,489.37	2,533.56	31.6694	232-3	65,872.45	5,489.37	2,533.56	22.6210
	332-4	70,938.06	5,911.51	2,728.39	34.1048	232-4	70,938.06	5,911.51	2,728.39	24.3606
FIREFIGHTER/PARAMEDIC	333-1	58,221.32	4,851.78	2,239.28	27.9910	233-1	58,221.32	4,851.78	2,239.28	19.9936
	333-2	62,698.75	5,224.90	2,411.49	30.1436	233-2	62,698.75	5,224.90	2,411.49	21.5312
	333-3	67,519.99	5,626.67	2,596.92	32.4615	233-3	67,519.99	5,626.67	2,596.92	23.1868
	333-4	72,710.45	6,059.20	2,796.56	34.9569	233-4	72,710.45	6,059.20	2,796.56	24.9692
FIRE CAPTAIN	338-1	65,872.45	5,489.37	2,533.56	31.6694	238-1	65,872.45	5,489.37	2,533.56	22.6210
	338-2	70,938.06	5,911.51	2,728.39	34.1048	238-2	70,938.06	5,911.51	2,728.39	24.3606
	338-3	76,390.89	6,365.91	2,938.11	36.7264	238-3	76,390.89	6,365.91	2,938.11	26.2331
	338-4	82,264.64	6,855.39	3,164.02	39.5503	238-4	82,264.64	6,855.39	3,164.02	28.2502

APPENDIX A  
 FISCAL YEAR 2015  
 2% COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 56 HRS
FIRE INSPECTOR 2	F36-1	63,890.88	5,324.24	2,457.34	30.7168					
2080 HR PER YEAR	F36-2	68,802.65	5,733.55	2,646.26	33.0782					
	F36-3	74,094.45	6,174.54	2,849.79	35.6223					
	F36-4	79,790.89	6,649.24	3,068.88	38.3610					
FIREFIGHTER	328-1	52,488.38	4,374.03	2,018.78	25.2348	228-1	52,488.38	4,374.03	2,018.78	18.0249
	328-2	56,525.50	4,710.46	2,174.06	27.1757	228-2	56,525.50	4,710.46	2,174.06	19.4112
	328-3	60,871.32	5,072.61	2,341.20	29.2651	228-3	60,871.32	5,072.61	2,341.20	20.9036
	328-4	65,551.39	5,462.62	2,521.21	31.5151	228-4	65,551.39	5,462.62	2,521.21	22.5108
DRIVER/OPERATOR	332-1	57,938.73	4,828.23	2,228.41	27.8552	232-1	57,938.73	4,828.23	2,228.41	19.8965
	332-2	62,391.95	5,199.33	2,399.69	29.9961	232-2	62,391.95	5,199.33	2,399.69	21.4258
	332-3	67,189.90	5,599.16	2,584.23	32.3028	232-3	67,189.90	5,599.16	2,584.23	23.0735
	332-4	72,356.82	6,029.74	2,782.95	34.7869	232-4	72,356.82	6,029.74	2,782.95	24.8478
FIREFIGHTER/PARAMEDIC	333-1	59,385.75	4,948.81	2,284.07	28.5508	233-1	59,385.75	4,948.81	2,284.07	20.3935
	333-2	63,952.73	5,329.39	2,459.72	30.7465	233-2	63,952.73	5,329.39	2,459.72	21.9618
	333-3	68,870.39	5,739.20	2,648.86	33.1108	233-3	68,870.39	5,739.20	2,648.86	23.6505
	333-4	74,164.66	6,180.39	2,852.49	35.6561	233-4	74,164.66	6,180.39	2,852.49	25.4686
FIRE CAPTAIN	338-1	67,189.90	5,599.16	2,584.23	32.3028	238-1	67,189.90	5,599.16	2,584.23	23.0735
	338-2	72,356.82	6,029.74	2,782.95	34.7869	238-2	72,356.82	6,029.74	2,782.95	24.8478
	338-3	77,918.71	6,493.23	2,996.87	37.4609	238-3	77,918.71	6,493.23	2,996.87	26.7578
	338-4	83,909.93	6,992.49	3,227.31	40.3413	238-4	83,909.93	6,992.49	3,227.31	28.8152

APPENDIX A  
 FISCAL YEAR 2016  
 2% COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 56 HRS
FIRE INSPECTOR 2	F36-1	65,168.70	5,430.72	2,506.49	31.3311					
2080 HR PER YEAR	F36-2	70,178.70	5,848.23	2,699.18	33.7398					
	F36-3	75,576.34	6,298.03	2,906.78	36.3348					
	F36-4	81,386.71	6,782.23	3,130.26	39.1282					
FIREFIGHTER	328-1	53,538.15	4,461.51	2,059.16	25.7395	228-1	53,538.15	4,461.51	2,059.16	18.3854
	328-2	57,656.01	4,804.67	2,217.54	27.7192	228-2	57,656.01	4,804.67	2,217.54	19.7995
	328-3	62,088.75	5,174.06	2,388.03	29.8504	228-3	62,088.75	5,174.06	2,388.03	21.3217
	328-4	66,862.42	5,571.87	2,571.63	32.1454	228-4	66,862.42	5,571.87	2,571.63	22.9610
DRIVER/OPERATOR	332-1	59,097.50	4,924.79	2,272.98	28.4123	232-1	59,097.50	4,924.79	2,272.98	20.2945
	332-2	63,639.79	5,303.32	2,447.68	30.5961	232-2	63,639.79	5,303.32	2,447.68	21.8543
	332-3	68,533.70	5,711.14	2,635.91	32.9489	232-3	68,533.70	5,711.14	2,635.91	23.5349
	332-4	73,803.96	6,150.33	2,838.61	35.4827	232-4	73,803.96	6,150.33	2,838.61	25.3448
FIREFIGHTER/PARAMEDIC	333-1	60,573.47	5,047.79	2,329.75	29.1219	233-1	60,573.47	5,047.79	2,329.75	20.8013
	333-2	65,231.78	5,435.98	2,508.91	31.3614	233-2	65,231.78	5,435.98	2,508.91	22.4010
	333-3	70,247.80	5,853.98	2,701.84	33.7730	233-3	70,247.80	5,853.98	2,701.84	24.1236
	333-4	75,647.95	6,304.00	2,909.54	36.3692	233-4	75,647.95	6,304.00	2,909.54	25.9780
FIRE CAPTAIN	338-1	68,533.70	5,711.14	2,635.91	32.9489	238-1	68,533.70	5,711.14	2,635.91	23.5349
	338-2	73,803.96	6,150.33	2,838.61	35.4827	238-2	73,803.96	6,150.33	2,838.61	25.3448
	338-3	79,477.08	6,623.09	3,056.81	38.2101	238-3	79,477.08	6,623.09	3,056.81	27.2930
	338-4	85,588.13	7,132.34	3,291.85	41.1481	238-4	85,588.13	7,132.34	3,291.85	29.3915

APPENDIX A  
 FISCAL YEAR 2017  
 2% COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 56 HRS
<b>FIRE INSPECTOR 2</b>	<b>F36-1</b>	66,472.07	5,539.34	2,556.62	31.9577					
<b>2080 HR PER YEAR</b>	<b>F36-2</b>	71,582.27	5,965.19	2,753.16	34.4146					
	<b>F36-3</b>	77,087.87	6,423.99	2,964.92	37.0615					
	<b>F36-4</b>	83,014.44	6,917.87	3,192.86	39.9108					
<b>FIREFIGHTER</b>	<b>328-1</b>	54,608.91	4,550.74	2,100.34	26.2543	<b>228-1</b>	54,608.91	4,550.74	2,100.34	18.7531
	<b>328-2</b>	58,809.13	4,900.76	2,261.89	28.2736	<b>228-2</b>	58,809.13	4,900.76	2,261.89	20.1954
	<b>328-3</b>	63,330.53	5,277.54	2,435.79	30.4474	<b>228-3</b>	63,330.53	5,277.54	2,435.79	21.7481
	<b>328-4</b>	68,199.67	5,683.31	2,623.06	32.7883	<b>228-4</b>	68,199.67	5,683.31	2,623.06	23.4202
<b>DRIVER/OPERATOR</b>	<b>332-1</b>	60,279.45	5,023.29	2,318.44	28.9805	<b>232-1</b>	60,279.45	5,023.29	2,318.44	20.7004
	<b>332-2</b>	64,912.59	5,409.38	2,496.64	31.2080	<b>232-2</b>	64,912.59	5,409.38	2,496.64	22.2914
	<b>332-3</b>	69,904.37	5,825.36	2,688.63	33.6079	<b>232-3</b>	69,904.37	5,825.36	2,688.63	24.0056
	<b>332-4</b>	75,280.04	6,273.34	2,895.39	36.1923	<b>232-4</b>	75,280.04	6,273.34	2,895.39	25.8517
<b>FIREFIGHTER/PARAMEDIC</b>	<b>333-1</b>	61,784.94	5,148.74	2,376.34	29.7043	<b>233-1</b>	61,784.94	5,148.74	2,376.34	21.2174
	<b>333-2</b>	66,536.42	5,544.70	2,559.09	31.9887	<b>233-2</b>	66,536.42	5,544.70	2,559.09	22.8490
	<b>333-3</b>	71,652.76	5,971.06	2,755.88	34.4484	<b>233-3</b>	71,652.76	5,971.06	2,755.88	24.6060
	<b>333-4</b>	77,160.91	6,430.08	2,967.73	37.0966	<b>233-4</b>	77,160.91	6,430.08	2,967.73	26.4976
<b>FIRE CAPTAIN</b>	<b>338-1</b>	69,904.37	5,825.36	2,688.63	33.6079	<b>238-1</b>	69,904.37	5,825.36	2,688.63	24.0056
	<b>338-2</b>	75,280.04	6,273.34	2,895.39	36.1923	<b>238-2</b>	75,280.04	6,273.34	2,895.39	25.8517
	<b>338-3</b>	81,066.62	6,755.55	3,117.95	38.9743	<b>238-3</b>	81,066.62	6,755.55	3,117.95	27.8388
	<b>338-4</b>	87,299.89	7,274.99	3,357.69	41.9711	<b>238-4</b>	87,299.89	7,274.99	3,357.69	29.9794