

**City of Carson City  
Agenda Report**

**Date Submitted:** 11-12-13

**Agenda Date Requested:** 11-21-13

**Time Requested:** 15 minutes

**To:** Board of Supervisors

**From:** Larry Werner, City Manager

**Subject Title:** (For possible action:) Action to approve the amended collective bargaining agreement between Carson City and the Carson City Fire Department Classified Chief Officer's Association effective July 1, 2010 to June 30, 2020.

**Staff Summary:** This agenda item will be considered immediately after, but combined with, the corresponding amended collective bargaining agreement public hearing agenda item, and both items will be heard simultaneously. Negotiations between the City and the Classified Officers resulted in the proposed amended labor contract. This amended contract satisfies the interests of both the City and the employees. This matter is being considered in accordance with the public hearing process set forth in NRS 288.153.

**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:** Having considered the matters raised during the public hearing, I move to approve the amended collective bargaining agreement between Carson City and the Carson City Fire Department Classified Chief Officer's Association, effective July 1, 2010 to June 30, 2020.

**Explanation for Recommended Board Action:** At the NRS 288.153 Public Hearing (and during the Board's consideration of this agenda item for approval of the amended collective bargaining agreement), the City Manager is recommending approval by the Board. The parties agreed to keep the current terms and conditions in place with the addition of the following:

- Article 6 Salaries: Providing a 3% cost-of-living increase July 1, 2017, July 1, 2018 and July 1, 2019.

- Article 17 Group Health Insurance: Removing the 47 years of age requirement for the subsidy and removing language that is no longer applicable to the health insurance subsidy.

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 288


**Fiscal Impact:** estimated at \$65,159 for FY 2017 – FY 2020

**Explanation of Impact:** The fiscal impact accounts for the increase in COLA's for FY 18, FY 19 and FY 20. The general fund impact is estimated to be \$48,458 and the ambulance fund impact is estimated to be \$16,701 for the three year period.

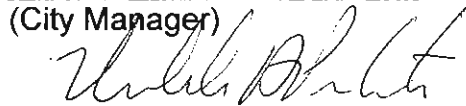
**Supporting Material:** See material attached to the Chief Officer's Public Hearing agenda item- specifically the Agreement between Carson City and the Carson City Fire Department Classified Chief Officer's Association, July 1, 2010- June 30, 2020.

**Prepared By:** Melanie Bruketta, HR Director/Nick Providenti, Finance Director

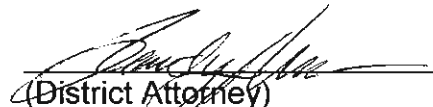
**Reviewed By:**

  
 \_\_\_\_\_  
 (City Manager)

Date: 10/14/13

  
 \_\_\_\_\_  
 (Finance Director)

Date: 11/12/13

  
 \_\_\_\_\_  
 (District Attorney)

Date: 11/12/13

**Board Action Taken:**

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

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**SECOND AMENDED  
COLLECTIVE  
BARGAINING  
AGREEMENT**

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

(July 1, 2010, to June 30, 202017)

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1 ARTICLE 1            PREAMBLE

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

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

10  
11 ARTICLE 2            RECOGNITION

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

16  
17 ARTICLE 3            STRIKES, LOCKOUTS AND DISCRIMINATION

18            3.1    STRIKES        Association and its members will not strike against Employer  
19 under any circumstances. As used in this article, strike means any concerted:

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

1           3.2    LOCKOUTS   Employer will not lock out, restrain, coerce, interfere with, or  
2 discriminate against any Employee because of membership in Association or lawful activity on  
3 behalf of Association.

4           3.3    DISCRIMINATION   Employer will not discriminate against an Employee  
5 because of race, color, religion, sex, age, physical or visual handicap, national origin, or political  
6 or personal reasons or affiliations.

7  
8 ARTICLE 4   RIGHTS OF MANAGEMENT

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

- 11           a.    The right to hire, direct, assign, or transfer an Employee, but excluding the right  
12           to assign or transfer an Employee as a form of discipline.
- 13           b.    The right to reduce in force or lay off an Employee because of lack of work or  
14           lack of funds subject to the procedures for reduction in workforce set forth in this  
15           agreement.
- 16           c.    The right to determine:
- 17                1.    Appropriate staffing levels and work performance standards, except for  
18                safety considerations;
- 19                2.    The content of the workday including, without limitation, workload  
20                factors, except for safety consideration;
- 21                3.    The quality and quantity of services to be offered to the public; and  
22                4.    The means and methods of offering those services.
- 23           d.    Safety of the Public.
- 24  
25

1 ARTICLE 5                    RESIDENCE

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

5  
6 ARTICLE 6                    SALARIES

7  
8 6.1 Effective July 1, 2010 (FY 2011), Employees shall not receive a merit step increase or cost  
9 of living increase. See Appendix A

10 6.2 Effective July 1, 2011 (FY 2012), Employees shall not receive a merit step increase or cost  
11 of living increase. See Appendix A

12 6.3 Effective July 1, 2012 (FY 2013), Employees will be eligible to receive a merit step increase  
13 but not a cost of living increase. See Appendix A

14 6.4 Effective July 1, 2013 (FY 2014), Employees will be eligible to receive a merit step increase  
15 plus a 2% cost of living increase. See Appendix A

16 6.5 Effective July 1, 2014 (FY 2015), Employees will be eligible to receive a merit step increase  
17 plus a 2% cost of living increase. See Appendix A

18 6.6 Effective July 1, 2015 (FY 2016), Employees will be eligible to receive a merit step increase  
19 plus a 2% cost of living increase. See Appendix A

20 6.7 Effective July 1, 2016 (FY 2017), Employees will be eligible to receive a merit step increase  
21 plus a 2% cost of living increase. See Appendix A

22 6.8 Effective July 1, 2017 (FY 2018), Employees will be eligible to receive a merit step increase  
23 plus a 3% cost of living increase. See Appendix A

24 6.9 Effective July 1, 2018 (FY 2019), Employees will be eligible to receive a merit step increase  
25 plus a 3% cost-of-living increase. See Appendix A



1 6.76.10      Effective July 1, 2019 (FY 2020), Employees will be eligible to receive a merit  
2      step increase plus a 3% cost-of-living increase. See Appendix A  
3

4 ARTICLE 7                      SALARY ADJUSTMENTS

5            7.1      Beginning July 1, 2012, upon the recommendation of the Fire Chief, Employees  
6 shall receive step increases in increments of one step per year, provided the employee receives a  
7 “meets expectations” or better evaluation. See Appendix A. Increases shall not exceed the  
8 maximum of the Employee’s approved salary range as established in Article 6.

9            7.2      Salary increases must be approved by the Fire Chief and the City Manager.

10          7.3      Except as provided in paragraph 7.4 of this article, a salary increase is paid from  
11 the date the Employee became eligible for such increase.

12          7.4      If a salary increase is disapproved, and then approved at a later date in the same  
13 year, it shall be paid from the date of approval.

14          7.5      If a salary increase is disapproved, the reasons therefore shall be submitted in  
15 writing to the Employee.  
16

17 ARTICLE 8                      HOURS OF WORK

18            8.1      Any vacancy resolution in a need for emergency call duty coverage will be filled  
19 with employees from outside this bargaining unit, unless mutually agreed upon by both parties.

20            8.2      Employees may be required to attend meetings or functions, or return for extra  
21 duties. The Employer will make every effort to allow Employees to adjust their regular work  
22 schedules in cases where a considerable number of additional hours are worked in a given work  
23 week.  
24  
25

1           8.3     Both parties agree to meet and confer prior to any changes in the work schedule  
2 during the time the work schedule is in effect. All changes made to the work schedule must be  
3 approved by the Fire Chief.  
4

5 ARTICLE 9                   HOLIDAYS AND HOLIDAY PAY

6           9.1     The following days shall be observed as legal holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Second Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth of July
Labor Day	First Monday in Sept.
Nevada Day	Last Friday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Family Day	Day after Thanksgiving
Christmas Day	December 25

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13           9.2     Any day that may be appointed by the President of the United States for public  
14 fast, thanksgiving, or as a legal holiday except for Columbus Day, is a legal holiday for  
15 Employees.

16           9.3     Employees who are assigned to 24-hour shifts will be paid twelve (12) hours of  
17 additional pay for each holiday provided for in Article 9. Employees who are assigned as  
18 operations battalion chiefs to 10-hour shifts will be paid ten (10) hours of additional pay for each  
19 holiday provided for in Article 9. Beginning on July 1, 2013, Employees who work twenty-four  
20 hour shifts will be paid fourteen (14) hours of additional pay for each holiday provided for in  
21 Article 9. Employees may elect to have the holiday pay in hours provided for in this Article  
22 added to their annual leave pool on an hour for hour basis. This election must be declared by  
23 December 1 of each year for the following fiscal year.

24           9.4     Employees assigned as staff battalion chiefs observe the holidays provided for in  
25 Article 9 by having the day off and getting regular pay.

1  
2 ARTICLE 10            EDUCATIONAL INCENTIVE PAY

3            10.1 Employees are eligible to receive educational incentive pay for educational  
4 achievements related to their current job classifications as determined by the written approval of  
5 the Fire Chief. The written approval must be obtained prior to entering the educational process if  
6 the education is obtained after employment. Any two of the three following types of incentive  
7 pay shall be paid to eligible Employees as follows:

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

15            10.2 Battalion Chiefs who hold current EMT II certification as determined by state  
16 standards or a higher degree receive 2.5% added biweekly to their salary. Battalion Chiefs who  
17 hold current paramedic certification as determined by state standards and the local medical board  
18 shall receive 6.0% added biweekly to their salary. Battalion Chiefs may only receive incentive  
19 pay for either EMT II certification or paramedic certification, not both.

20            10.3 Battalion Chiefs shall not receive tuition or book costs for courses or degrees  
21 completed prior to their employment.

22            10.4 Tuition and book costs up to \$2000.00 per semester shall be reimbursed fully  
23 upon completion of a course toward one of those designations set forth in paragraph 10.1 if the  
24 Employee earns a grade of C or better and produces receipts demonstrating his or her payment of  
25 tuition and book costs. An Employee who receives a scholarship is only entitled to  
reimbursement of out-of-pocket expenses incurred in paying tuition or purchasing books.

1           10.5    A Battalion Chief, who is certified by the Fire Chief as a hazardous material  
2 technician, will be assigned to the Hazardous Materials Response Team and is thereafter eligible  
3 to receive incentive pay of 3.0% of the employee's base wage added to each biweekly pay period  
4 during said assignment. The courses of training and the certificates are subject to approval of the  
5 Fire Chief and must be completed on the Employee's own time or during work hours authorized  
6 by the Fire Chief or the Chief's designee.

7           10.6    All educational/incentive pay provided in this article shall be paid as a percentage  
8 of base pay. There shall be no compounding of additional pay.

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10   ARTICLE 11           TRADES

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

17  
18   ARTICLE 12           PAYROLL DEDUCTIONS

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

23           12.2    An authorization for payroll deductions remains in effect until it is rescinded by  
24 the Employee. However, if an Employee's wages for any pay period are less than his or her total  
25

1 authorized deductions, no deductions shall be made for the pay period, and the Employee will  
2 hold Employer harmless for nonpayment of these deductions.

3 12.3 Association shall indemnify and defend against claims made or actions filed  
4 against Employer as a result of its compliance with this article.  
5

6 ARTICLE 13 RETIREMENT CONTRIBUTIONS

7 If the Public Employee Retirement System (PERS) or the Nevada State Legislature takes  
8 any single action to increase the total contribution rate for the Police and Firefighter's Retirement  
9 Fund in an amount of 1.5% or less, Carson City will pay one half of the increase up to .75%, and  
10 the Employee's Salary will be reduced by one half of the increase up to .75%, however, Carson  
11 City will increase the Employee's salary on the effective date of the reduction in salary in an  
12 amount equal to the reduction made to the Employee's salary.

13 If PERS or the Nevada State Legislature takes any single action to increase the total  
14 contribution rate for the Police and Firefighter's Retirement Fund in an amount that exceeds  
15 1.5%, Carson City will pay one-half of the increase and the employee's salary will be reduced by  
16 one-half of the increase, however, Carson City will increase the Employee's salary .75% on the  
17 effective date of the reduction. (Any amount over 1.5% will be split equally between Carson City  
18 and the Employee).  
19

20 ARTICLE 14 CLOTHING ALLOWANCE

21 Employer will pay each employee one thousand-two hundred dollars (\$1,200) per year  
22 toward the cost of uniforms. Payments shall be made in two equal installments on the first  
23 payday in December and the last payday of June.  
24

25 ARTICLE 15 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

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

- 5 a. Watches up to \$50
- 6 b. Prescription eyeglasses/contact lenses up to a maximum of \$300 of repair or  
7 replacement costs.
- 8 c. Hearing aids up to a maximum of \$500 of repair or replacement costs.

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11 ARTICLE 16 GROUP LIFE INSURANCE

12 The Employer shall provide group term life insurance for each Employee, such that the  
13 total amount of the policy or policies is \$50,000.00 for each Employee.

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15 ARTICLE 17 GROUP HEALTH INSURANCE

16 17.1 All Employees, except those on a temporary status and those excluded from  
17 enrollment by the terms and conditions of the insurance contract, may enroll in Employer's  
18 group health insurance plan, and shall be covered after a waiting period of ninety (90) days of  
19 continuous service.

20 17.2 Employer-Employee Share of Premium

- 21 a. Employer shall pay 100% of the Employee's premium for group health  
22 insurance and 75% of the dependents' premium for group health coverage.
- 23 b. The Employee shall have the option of converting the health insurance at  
24 the time of his or her separation from employment by Employer by commencing to pay 100% of  
25 the total premium, prior to the retirement language below.

1 c. The City will pay 90% of retiree group health, dental, vision and life insurance coverage  
2 premiums plus 50% of the spouse's and eligible dependents' premium for health, dental and  
3 vision except as provided below. The City agrees to cover eligible retirees and dependents, as  
4 the term "dependents" is defined in the City's group health insurance plan in existence on the  
5 date of retirement, under the City group health insurance plan offered to active employees, as  
6 modified from time-to-time.

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

20 (2) The City will pay premiums for:

21 (a) The bargaining unit Employee/retiree from the effective date of Nevada  
22 PERS retirement until death. After the retiree reaches the eligibility age for federal benefits  
23 under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid  
24 by the City on behalf of the retiree will be reduced to either (i) 50% of the eligible "single  
25 employee with Medicare premium," or (ii) the payment to which the retiree would otherwise be

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

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



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

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

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

1 for federal benefits under Medicare, or age 65, whichever occurs first. Ten years starts at 50%.  
2 The benefit under this subparagraph (e) does not apply to spouse or dependents and does not  
3 trigger any spousal or dependent benefits under this Article.

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

11 (4) This provision of the contract is in exchange for a permanent 1.0% reduction in  
12 the bargaining unit Employee's biweekly base salary, effective on and after February 1, 2005 and  
13 a 2.0% reduction in the bargaining unit employee's bi-weekly base salary, effective on and after  
14 July 1, 2012. Should the Retirement Insurance benefit provided for in this Article be eliminated,  
15 the 3.0% reduction in the Employee's biweekly base salary shall be restored on and after the  
16 effective date of the elimination of this benefit.

17 17.3 An Employee on leave without pay may continue the group health insurance  
18 coverage for a maximum period of one year by making application to the Human Resources  
19 Department and enclosing a certified check payable to Carson City.

20 17.4 The City agrees that any changes in medical insurance benefits will be made in  
21 accordance with Nevada law.

22  
23 ARTICLE 18            PHYSICAL EXAMINATIONS

24 18.1 All Employees shall have physical examinations in accordance with the  
25 requirements of NRS Chapter 617. The examination shall be completed by a duly licensed

1 physician, and shall meet the requirements of NRS 617.4455(2) and NRS 617.457(3). At the  
2 Employer's option, the examination will be performed by a physician contracted by the City.  
3 The examination will be at the Employer's expense and may be scheduled during duty hours  
4 with approval of the Fire Chief or the Chief's designee.

5 18.2 Employer shall provide an annual hearing test by a qualified technician for each  
6 Employee

7 18.3 The current medically recommended Prostigan Specific Antigen (PSA) test shall  
8 be included in the physical examination for each Employee over the age of 50 years at the  
9 Employer's expense.

10 18.4 Employer, at its expense, shall provide immunizations and tests deemed necessary  
11 by law, OSHA recommendations, or the Fire Chief.

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

22  
23 ARTICLE 19            ANNUAL LEAVE

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

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

7           19.3 Accrual Rate.

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

<u>Continuous Service</u>	<u>8/10-Hour Shift</u>	<u>24-Hour Shift</u>
0-60 months	10 hrs. per month	14 hrs. per month
61 to 120 months or more	14 hrs. per month	20 hrs. per month
Over 120 months	16 hrs. per month	24 hrs. per month
Maximum accumulation	378 hrs.	528 hrs.

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

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

21           19.4 Vacation Pay. An Employee shall be paid his/her regular hourly rate for each hour  
22 of annual leave used. Battalion Chiefs shall not be charged for vacation of less than one day.

23           19.5 Reservation of Vacation Time. Employee requests for vacation dates shall  
24 be granted whenever practical, but the operational requirements of the Fire Department, as  
25 determined by the Fire Chief, shall prevail.

1           19.6 Advanced Leave. Under special circumstances, annual leave may be  
2 advanced to an Employee. Requests for advanced leave must be fully justified and approved by  
3 the Fire Chief and the City Manager. Each request will be considered separately on its own  
4 merits.

5           19.7 Separation From City Employment.

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

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

16           19.8 Death of Employee. Upon the death of an Employee, a lump sum payment for  
17 his/her accrued leave will be made to his/her beneficiary or estate, upon receipt of proof of death  
18 and the beneficiary. The City Manager shall instruct the Human Resources Director on the  
19 disposition of such cases.

20  
21 ARTICLE 20           MILITARY LEAVE

22           Members of the bargaining unit will be granted military leave in accordance with NRS  
23 281.145 in effect at the time of military leave.

24  
25 ARTICLE 21           SICK LEAVE

1           21.1 Eligibility. For the purpose of determining eligibility for sick leave, the term  
2 “continuous service” means that service commencing with appointment to a position with the  
3 Employer and continuing until resignation or discharge. For the purpose of determining such  
4 leave earned, the term “actual service” shall mean the number of days actually worked on the  
5 job; provided, however, that absence from work due to sick leave with pay, vacation, injury, or  
6 illness incurred in the City service and absence on temporary military duty shall be deemed  
7 actual service.

8           21.2 Qualifying Period. There is no qualifying period.

9           21.3 Accruals.

10          a. Employees accrue sick leave at the following rates:

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

16          b. Once an Employee reaches the maximum accrual of 1080 hours for an 8 or 10-  
17 hour employee, or 1,512 hours for a 24-hour shift employee, any additional accrued sick leave  
18 hours roll over into the Employee’s catastrophic leave bank. The Employee’s personal  
19 catastrophic leave bank is subject to the same provision as subsection 21.13 of this Article for  
20 determining if leave meets the catastrophic definition. An Employee’s personal catastrophic  
21 leave bank may NOT be donated to another employee. The City Manager or his/her designee  
22 may approve use of leave from the catastrophic leave account. The decision of the City Manager  
23 or his/her designee concerning the approval of leave pursuant to subsection 21.9 is final and is  
24 not subject to the grievance procedure, judicial review, or review by the Board of Supervisors.

25          21.4 Authorized Use of Sick Leave.

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

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

8 21.5 Certificate of Illness. The Fire Chief may require a physician's certificate of  
9 illness when the absence is in excess of three consecutive shifts and/or whenever there is reason  
10 to believe sick leave is being abused.

11 21.6 Forfeiture of Sick Leave. No Employee shall be entitled to use sick leave while  
12 absent from duty on account of any of the following:

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

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

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

18 21.7 Advanced Sick Leave. The Fire Chief may approve up to thirty (30) working days  
19 of advanced sick leave subject to the following criteria:

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

21 b. All available accumulated leave will be exhausted before advancement.

22 c. All available vacation leave will be exhausted before advancement.

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

25

1           21.8 Family Medical Leave. The City will comply with the requirements of the Family  
2 Medical Leave Act (FMLA). When a qualifying FMLA event occurs, unpaid FMLA leave will  
3 run concurrently with paid annual, sick, and any other available leave. Once all paid leave is  
4 exhausted, the remainder of the leave period will then consist of unpaid FMLA leave. Unpaid  
5 FMLA leave may also run concurrently with worker's compensation leave or other benefits.

6           21.9 Catastrophic Leave.

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

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

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

14           b. Request for catastrophic leave.

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

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

21                   2. The request must include:

22                           a. The Employee's name, title, and classification; and

23                           b. A description of the catastrophe and the expected duration of that  
24 catastrophe.



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

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

5           c.       Review of status of catastrophe; termination of leave; disposition of hours not  
6 used.

7                   1.       The City Manager or his/her designee shall review the  
8 status of the catastrophe of the Employee to determine when the catastrophe no longer  
9 exists. If an Employee is able to return to work on a part-time basis and has  
10 catastrophic leave time still available, the City Manager, or his designee, may  
11 allow the catastrophic leave to be used to offset the hours the Employee is  
12 unable to work during his part-time status.

13 This determination is final and not subject to the grievance procedure, judicial review, or review  
14 by the Board of Supervisors.

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

17                   a.       The catastrophe ceases to exist; or

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

20           d.       Maintenance of records on catastrophic leave.

21                   1.       The Finance Department shall maintain the records and report to the City  
22 Manager any information concerning the use of catastrophic leave account to evaluate the  
23 effectiveness, feasibility, and cost to carry out this provision.

24           e.       Substantiation of Catastrophic Condition.

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

5           21.10 Compensation for Unused Sick Leave.

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

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

22           b.       After ten (10) years of Carson City Fire Department service, Employees who  
23 retire or terminate service may, in lieu of taking a cash payment of accrued sick leave, elect to  
24 have the allowable percent, as set forth above, of their accrued sick leave up to 1512 hours if a  
25 24-hour shift employee or 1080 hours for an 8-hour shift employee, given a present cash value

1 and placed into a non-cash, non-interest bearing account to pay for post-retirement medical  
2 coverage for the retiree effective on the date of the Employee's retirement as determined by  
3 PERS. The Employer shall charge a retiree's account monthly by the amount of the then  
4 existing premium for the Employer's group insurance plan until the balance in the retiree's  
5 account is exhausted or the retiree dies, whichever comes first. Residual amounts in the account  
6 at the time of death or amounts insufficient to pay one month's premium will be reduced to zero  
7 and will not be paid to the retiree or the retiree's heirs or beneficiaries.

8  
9 ARTICLE 22            INJURY LEAVE

10            22.1    Absence due to an injury incurred in the course of employment shall not be  
11 charged against an Employee's sick, management, or annual leave for a period not to exceed  
12 ninety (90) calendar days from the date of injury. During this time, the Employer shall provide  
13 full salary to the Employee upon the condition that the Employee shall endorse and deliver to the  
14 Employer any benefits received pursuant to NRS Chapter(s) 616/617.

15            22.2    After fourteen (14) calendar days, if an Employee is released to light duty by his  
16 treating physician, the Employee agrees to return to work and be placed on a light duty  
17 assignment. The employee may elect to return to duty sooner than fourteen (14) calendar days,  
18 provided the Employee is released to light duty by his treating physician.

19            22.3    Upon the expiration of ninety (90) calendar days, if the Employee is still unable to  
20 work, accrued sick leave time shall be used to supplement worker's compensation benefits to  
21 maintain full salary. Such accrued sick leave time shall be charged only to the extent not  
22 reimbursed by workers compensation.

23            22.4    When accrued sick leave has been exhausted, if the Employee is still unable to  
24 work, accrued management leave time shall be used to supplement worker's compensation  
25

1 benefits to maintain full salary. Such accrued management leave time shall be charged only to  
2 the extent not reimbursed by worker's compensation.

3         22.5 When management leave has been exhausted, if the Employee is still unable to  
4 work, accrued annual leave time shall be used to supplement worker's compensation benefits to  
5 maintain full salary. Such accrued annual leave time shall be charged only to the extent not  
6 reimbursed by worker's compensation.

7         22.6 When accrued annual leave has been exhausted, the Employee shall receive no  
8 additional compensation from the Employer.

9         22.7 An Employee who is permanently disabled and unable to return to work shall be  
10 entitled to receive payment for any and all accrued leave pursuant to this contract prior to leaving  
11 the Employer's employment. The Employee who is permanently disabled shall receive all  
12 benefits entitled to him/her under Nevada law.

13         22.8 Employee benefits, sick leave, management leave, and annual leave shall continue  
14 to accrue so long as the Employee is eligible for full salary as provided above in Article 22.1.  
15 Employee medical benefits shall continue until Employee is returned to work or until the  
16 Employee is deemed to be permanently disabled as provided above in Article 22.7.

17  
18 ARTICLE 23           COURT LEAVE

19         23.1 If an Employee is summoned for jury duty on his/her regular workday, he/she  
20 shall be given full pay but shall refund any compensation received for jury duty to the Employer.

21         23.2 A 24-hour Employee summoned for jury duty on his regular workday shall be  
22 excused for this entire shift. However, if the Employee is excused from jury duty before 5:00  
23 p.m. and is not required to appear for jury duty the next day, the Employee shall return to the  
24 workplace to complete his or her regularly assigned shift.

1           23.3    If an Employee appears on his/her regular workday in any court, before any grand  
2 jury, as a party to an action arising out of his/her employment, or as a witness to observations or  
3 knowledge received in the course of his/her employment, he/she shall receive full pay, but shall  
4 refund any witness fee to Employer.

5           23.4    In all cases, if the Employee uses his/her own private vehicle to travel, the  
6 Employee shall retain the mileage allowance.

7  
8   ARTICLE 24           LEAVE OF ABSENCE

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

11  
12  
13  
14   ARTICLE 25           ASSOCIATION BUSINESS

15           25.1    Employees who are required to appear before a Grievance Committee or  
16 Grievance Board, and the addition of one (1) Association representative, shall be allowed to  
17 attend grievance hearings without loss of pay or accrued annual leave.

18           25.2    Members of the Association's negotiating committee, up to a maximum of three  
19 (3) Employees, shall be allowed to attend the collective bargaining meeting with Employer  
20 without the loss of pay or accrued annual leave where the parties mutually agree to conduct  
21 negotiations during an Employee's work hours. Employees are not entitled to compensation for  
22 negotiating sessions conducted during an Employee's non-work hours.

23           25.3    All Employees shall be allowed to attend Association meetings while on duty,  
24 upon approval of the Fire Chief based on the operational needs of the department.

1 ARTICLE 26            BULLETIN BOARDS

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

4  
5 ARTICLE 27            WORKFORCE REDUCTION

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

8            27.1    The City will provide notice to the Association and any affected employee at least  
9 sixty (60) calendar days prior to the effective date of any layoff.

10           27.2    Any position to be eliminated will be determined by the Fire Chief based on the  
11 operational needs of the Fire Department; however, continuous seniority within the rank of  
12 Battalion Chief will be used in determining who to layoff, with the Employee with least seniority  
13 in rank being laid off first.

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

19           27.4    An Employee who is laid off shall be offered reemployment to the rank of  
20 Battalion Chief before any other employee is promoted to the rank of Battalion Chief. The offer  
21 of reemployment shall be sent to the Employee's last known address by certified mail with return  
22 receipt requested. The Employee must give written notice of acceptance of the offer within ten  
23 (10) working days after it is received. Failure to respond within the time period may be treated  
24 as a rejection of the offer and the forfeiture of the Employee's seniority and reemployment rights  
25 within the department.

1  
2 ARTICLE 28                    GRIEVANCE PROCEDURES

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

5            28.1    The Grievant shall present a written grievance to the Fire Chief within fifteen (15)  
6 administrative working days of the time that the grievance is known or reasonably should have  
7 been known.

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

21            28.3    If the grievance is not resolved through mediation, the grievance may be  
22 submitted to arbitration by notifying the other party in writing within ten (10) administrative  
23 working days of the deadlock. If the grievance is not submitted to arbitration after mediation, it  
24 shall be deemed denied or settled on the basis of the last administrative decision. The party  
25 requesting arbitration shall notify the other party within the ten (10) administrative working day

1 period. If the parties are unable to agree upon an arbitrator, the party initiating the arbitration  
2 shall request a list of seven arbitrators from the Federal Mediation and Conciliation Services or  
3 the American Arbitration Association. Failure to make a written request for a list within thirty  
4 (30) administrative working days after notice to the other party will constitute a waiver of  
5 arbitration and a denial or settlement of the grievance on the basis of the last administrative  
6 decision. The Arbitrator shall be selected in the matter provided by NRS 288.200.

7       28.4 The Arbitrator shall convene a hearing as soon as reasonably possible at the  
8 mutual convenience of the Arbitrator and the parties. The expenses for witnesses or counsel for  
9 either side shall be paid by the party producing such witnesses or retaining such counsel. A  
10 stenographic record shall be taken by a certified reporter of each hearing. The parties agree to  
11 split the costs associated with the reporter. The arbitrator's fees and expenses shall be assessed  
12 by the Arbitrator on either or both parties upon his/her discretion.

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

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

22       28.7 Unless the grievance is brought by the Association itself, the Fire Chief will  
23 neither settle nor deny the grievance without first notifying the Association that the grievance has  
24 been filed. In all instances in which the Association has not brought the grievance, it will have  
25 the right to intervene. If the Association has not demanded arbitration, it shall not be responsible



1 for any fees or expenses under Section 4. If an individual demands arbitration, the Arbitrator  
2 may require the payment of one-half the estimated cost of the arbitration in advance of any  
3 hearing. If the payment is not made, the grievance shall be deemed denied or settled on the basis  
4 of the last administrative decision.

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

7  
8 ARTICLE 29 LAWSUITS AGAINST EMPLOYEES

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

12  
13 ARTICLE 30 AMENDING PROCEDURE

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

17  
18 ARTICLE 31 CORRECTIVE ACTION AND PERSONNEL FILES

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

20 Employer shall establish the right of any Employee to review their personnel file upon  
21 request in the Personnel Office. However, this right shall be limited to the individual Employee  
22 to review his/her own personnel file. An Employee may, with proper release forms, permit  
23 his/her personnel file to be reviewed by a party so authorized. Employees are encouraged to  
24 place in their files any educational or other accomplishment that serves to recognize an  
25 achievement bearing on both the Employee and the Employer. Any Employee under this policy

1 who, upon reviewing his/her personnel file, discovers inaccurate or misleading information, may  
2 prepare and present to the Human Resources Director a clarifying statement pertaining to the  
3 document in question for inclusion in their personnel file.

4 31.2 Corrective and Disciplinary Actions.

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

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

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

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

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

4 31.3 Appeals of Disciplinary Action.

5 Except as otherwise provided herein, an Employee may appeal any disciplinary action  
6 through the Grievance and Arbitration Procedure as provided in Article 28.

7  
8 ARTICLE 32 SAVINGS CLAUSE

9 32.1 This Agreement is the entire agreement of the parties.

10 32.2 This Agreement shall supersede all previous communications, representations, or  
11 agreements, either verbal or written, between Employer and Employees.

12 32.3 If any provision of this Agreement is held by a court of competent jurisdiction to  
13 be illegal or in conflict with any federal law, Nevada Revised Statute, or the Carson City Charter,  
14 the validity of the remaining provisions shall not be affected, and the rights and obligations of  
15 the parties shall be construed and enforced as if the Agreement did not contain the particular  
16 provision held to be invalid.

17  
18 ARTICLE 33 RESERVATION OF RIGHTS

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

21  
22 ARTICLE 34 SAFETY AND HEALTH

23 34.1 Protective clothing and personal safety equipment required by the City for  
24 Employees in the performance of their duties shall be furnished by the City without cost to the  
25 Employee.

1           34.2 All turnouts and safety equipment shall conform to current NFPA safety standards  
2 at the time of purchase.

3           34.3 The City will promptly repair and/or replace such protective clothing damaged or  
4 destroyed as a result of wear and tear in the line of duty. Loss of said protective clothing due to  
5 Employee's lack of care shall be replaced at the Employee's expense.

6  
7 ARTICLE 35           MANAGEMENT LEAVE

8           All 40-hour Employees shall receive forty (40) hours of management leave during each  
9 year and a proportional amount for each incomplete year. All 56-hour Employees shall receive  
10 fifty-six (56) hours of management leave during each year and a proportional amount for each  
11 incomplete year. The Human Resources Department will maintain the leave records. All unused  
12 management leave shall be paid to the Employee at his/her regular hourly rate at the end of each  
13 fiscal year, or upon termination or retirement if prior to the end of the fiscal year. This article is  
14 rescinded if Employees negotiate the right to overtime or if Employees are determined not to be  
15 exempt under FLSA and entitled to overtime pay.

16  
17 ARTICLE 36           JUST CAUSE

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

20  
21 ARTICLE 37           ADOPTION AND DURATION OF AGREEMENT

22           This agreement shall become effective the first full pay period following July 1, 2010 and  
23 shall remain in effect until June 30, 2017 unless changed as provided herein.

24  
25 ARTICLE 38           WAIVER OF AMBULANCE FEES

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

4  
5 ARTICLE 39            LONGEVITY PAY

6        39.1    The Plan.

7            a.        Each year as of July 1<sup>st</sup>, Employees who have completed five (5) years of  
8 continuous service in the Carson City Fire Department are eligible to receive 0.5% of the  
9 top step of a Firefighter/Paramedic salary. For every additional year of continuous  
10 service after the fifth year, an Employee is eligible for 0.5% per year up to the maximum  
11 of 8.0% of the top step of a Firefighter/Paramedic salary.

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

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

17        39.2.    Employee's Evaluation under the Plan.

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

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

23        39.3.    Dates of payment and eligibility.

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

1           39.4. Eligibility under particular circumstances.

2           a.       An Employee who is on leave without pay for an entire six-month period  
3 of qualification is not entitled to pay for longevity for that period. Leave without pay for 336  
4 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 during  
6 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 date  
8 of layoff is eligible for pay for longevity he/she would have earned had he/she not been laid off.

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

13           39.5. Return to City service.

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

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

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

23  
24 ARTICLE 40

PARITY

1           The City agrees that Employees covered by this Agreement will receive any additional  
2 insurance benefits, leave benefits, increases in accrual rates, cost of living adjustments, base  
3 salary adjustments, or incentive pays granted to the Carson City Fire Fighters Association, Local  
4 2251, between July 1, 2010, and June 30, 2017.

5  
6 ARTICLE 41           LICENSING AND CERTIFICATION

7           41.1 All Employees must maintain an EMT basic certificate, an ambulance attendant's  
8 license and a valid driver's license in the class determined by the Department.

9           41.2 If an employee fails to maintain the required certification or licensing as set forth  
10 above, he will be placed on administrative leave without pay for up to sixty (60) calendar days in  
11 order to obtain the certification or licensing. If he fails to obtain the certification after sixty (60)  
12 calendar days, he will be terminated.

13           41.3 In the event of the loss of a driver's license in conjunction with a period of  
14 protected leave, the Employee will not be subject to the sixty (60) calendar day suspension as set  
15 forth above. The Employee is entitled to use leave as provided in other provisions of this  
16 Agreement. However, upon the expiration of the leave, if the Employee still does not have a  
17 valid driver's license, as determined by the Department, or appropriate certificate or other  
18 licensing, the Employee will be terminated.

19  
20 ARTICLE 42           RULES AND REGULATIONS

21           42.1 The Carson City Fire Department Rules, Regulations and Policies and the Drug  
22 and Alcohol Free Workplace Policy in effect upon execution of the Agreement shall be  
23 incorporated herein. However, the Fire Chief shall have discretion to make, amend or delete  
24 during the terms of the Agreement, any rule, regulation or policy which is not a subject of  
25

1 mandatory bargaining. If any part of the Agreement conflicts with said Rules, Regulations and  
2 Policies, this Agreement shall supersede and govern.

3 42.2 Any amendment is effective the date of the posting and all Employees who are  
4 not on shift at the time of the posting are bound by such policies at the end of the next shift the  
5 Employees complete.

6 42.3 Any amendment of rule, regulation or policy which is the subject of mandatory  
7 bargaining must comply with the procedure set forth in Article 30.

8 42.4 If any rule, regulation or policy is amended, added or deleted and the Association  
9 believes the change affects a subject of mandatory bargaining, the parties agree that the  
10 grievance process of Article 28 is applicable to resolve the question of whether the change is a  
11 change to a subject of mandatory bargaining.

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

16  
17 CLASSIFIED CHIEF  
18 OFFICERS ASSOCIATION

CARSON CITY

19 \_\_\_\_\_  
Robert Charles, President

\_\_\_\_\_   
Robert L. Crowell, Mayor

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

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

22  
23  
24 ATTEST

25 \_\_\_\_\_  
Alan Glover, Clerk Recorder



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

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FISCAL 2018  
3% COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BIWEEKLY SALARY	HOURLY RATE 56 HOUR	ANNUAL SALARY	MONTHLY SALARY	BIWEEKLY SALARY	HOURLY RATE 40 HR
FIRE BATTALION CHIEF	502-01	96,885.03	8,073.75	3,726.35	33.2710	96,885.03	8,073.75	3,726.35	46.5793
	502-02	104,151.40	8,679.28	4,005.82	35.7663	104,151.40	8,679.28	4,005.82	50.0728
	502-03	111,962.75	9,330.23	4,306.26	38.4487	111,962.75	9,330.23	4,306.26	53.8282
	502-04	120,359.96	10,030.00	4,629.23	41.3324	120,359.96	10,030.00	4,629.23	57.8654
FIRE BATTALION CHIEF (PS)	503-01	97,957.71	8,163.14	3,767.60	33.6393	97,957.71	8,163.14	3,767.60	47.0951
	503-02	105,304.54	8,775.38	4,050.17	36.1623	105,304.54	8,775.38	4,050.17	50.6272
	503-03	113,202.38	9,433.53	4,353.94	38.8744	113,202.38	9,433.53	4,353.94	54.4242
	503-04	121,692.55	10,141.05	4,680.48	41.7900	121,692.55	10,141.05	4,680.48	58.5060

FISCAL 2019  
3% COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BIWEEKLY SALARY	HOURLY RATE 56 HOUR	ANNUAL SALARY	MONTHLY SALARY	BIWEEKLY SALARY	HOURLY RATE 40 HR
FIRE BATTALION CHIEF	502-01	99,791.58	8,315.97	3,838.14	34.2691	99,791.58	8,315.97	3,838.14	47.9767
	502-02	107,275.94	8,939.66	4,126.00	36.8393	107,275.94	8,939.66	4,126.00	51.5750
	502-03	115,321.63	9,610.14	4,435.45	39.6022	115,321.63	9,610.14	4,435.45	55.4431
	502-04	123,970.76	10,330.90	4,768.11	42.5724	123,970.76	10,330.90	4,768.11	59.6013
FIRE BATTALION CHIEF (PS)	503-01	100,896.44	8,408.04	3,880.63	34.6485	100,896.44	8,408.04	3,880.63	48.5079
	503-02	108,463.68	9,038.64	4,171.68	37.2471	108,463.68	9,038.64	4,171.68	52.1460
	503-03	116,598.45	9,716.54	4,484.56	40.0407	116,598.45	9,716.54	4,484.56	56.0569
	503-04	125,343.33	10,445.28	4,820.90	43.0437	125,343.33	10,445.28	4,820.90	60.2612

FISCAL 2020  
3% COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BIWEEKLY SALARY	HOURLY RATE 56 HOUR	ANNUAL SALARY	MONTHLY SALARY	BIWEEKLY SALARY	HOURLY RATE 40 HR
FIRE BATTALION CHIEF	502-01	102,785.33	8,565.44	3,953.28	35.2972	102,785.33	8,565.44	3,953.28	49.4160
	502-02	110,494.22	9,207.85	4,249.78	37.9444	110,494.22	9,207.85	4,249.78	53.1222
	502-03	118,781.28	9,898.44	4,568.51	40.7903	118,781.28	9,898.44	4,568.51	57.1064
	502-04	127,689.88	10,640.82	4,911.15	43.8495	127,689.88	10,640.82	4,911.15	61.3894
FIRE BATTALION CHIEF (PS)	503-01	103,923.33	8,660.28	3,997.05	35.6880	103,923.33	8,660.28	3,997.05	49.9631
	503-02	111,717.59	9,309.80	4,296.83	38.3646	111,717.59	9,309.80	4,296.83	53.7104
	503-03	120,096.40	10,008.03	4,619.09	41.2419	120,096.40	10,008.03	4,619.09	57.7387
	503-04	129,103.63	10,758.64	4,965.52	44.3350	129,103.63	10,758.64	4,965.52	62.0691