

**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 Fighter'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 Fire Fighter's Association 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 Fighter's Association, Local # 2251, 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 5 Salaries: Providing a 3% cost-of-living increase July 1, 2017, July 1, 2018 and July 1, 2019.

- Article 19 Group Health Insurance: Removing the 47 years of age requirement for the subsidy and removing language that is no longer applicable to the health insurance subsidy.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 \$570,495 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 \$409,775 and the ambulance fund impact is estimated to be \$160,720 for the three year period.

Supporting Material: See material attached to the Fire Fighter Public Hearing agenda item- specifically the Agreement between Carson City and the Carson City Fire Fighter's Association, Local # 2251, July 1, 2010-June 30, 2020.

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

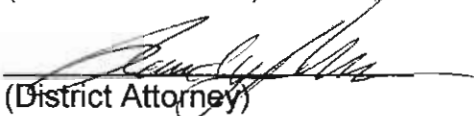
Reviewed By:


(City Manager)

Date: 11/12/13


(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
Amended
Collective
Bargaining
Agreement

(July 1, 2010 to June 30,
2020⁴⁷)

CARSON CITY

and the

CARSON CITY FIRE FIGHTERS
ASSOCIATION, LOCAL #2251

of the

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS

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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 5.8 Effective July 1, 2017, (FY 2018) Employees are eligible to receive a merit
20 step increase plus a 3% cost of living increase. See Appendix A

21 5.9 Effective July 1, 2018, (FY 2019) Employees are eligible to receive a merit
22 step increase plus a 3% cost of living increase. See Appendix A

23 5.10 Effective July 1, 2019, (FY 2020) Employees are eligible to receive a merit
24 step increase plus a 3% cost of living increase. See Appendix A

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26 ARTICLE 6 MERIT SALARY INCREASES

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1 6.2 Beginning July 1, 2012, upon the recommendation of the Fire Chief,
2 Employees shall receive annual merit increases in increments of one merit step per
3 year, provided the employee receives a “meets expectations” or better evaluation. See
4 Appendix A. Merit increases shall be effective on the Employee’s anniversary date after
5 June 30, 2012.

6 6.3 Merit salary increases must be approved by the Fire Chief and City
7 Manager.

8 6.4 Except as provided in paragraph 6.6 of this article, a merit salary increase
9 is paid from the date the Employee became eligible for such increase.

10 6.5 If a merit salary increase is disapproved, and then approved at a later date
11 in the same year, it shall be paid from the date of the approval.

12 6.6 If a merit salary increase is disapproved, the reasons therefore shall be
13 submitted in writing to the Employee.

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15 ARTICLE 7. HOURS OF WORK

16 7.1 Twenty-four (24) hour shift Employees will work from 8:00 a.m. to 8:00 a.m.
17 commencing on the first, second, seventh, eighth, thirteenth, fourteenth, nineteenth,
18 twentieth, twenty-fifth, twenty-sixth day of each tour of duty for a total of 2,912 hours per
19 year. This shift consists of two twenty-four hour shifts (48 hours) on duty and four
20 twenty-four hour days off duty (96 hours). A tour of duty for such Employees shall be
21 twenty-four (24) days.

22 7.2 Eight hour shift Employees will work an average of forty (40) hours per
23 week for a total of 2,080 hours per year.

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25 ARTICLE 8. OVERTIME

26 8.1 Employees who work hours outside their regular shift or hours in excess
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1 of their regular tour of duty, at the request of their supervisor, shall be entitled to
2 overtime pay at the rate of one-and-one half (1.5) times their regular pay, for each hour,
3 or portion thereof, of overtime worked. Overtime pay shall be earned in increments of
4 one-half (½) hour.

5 8.2 Overtime pay will be added to the Employee's pay for the period in which
6 the overtime is worked, as reported on the Employee's time sheet.

7 8.3 If an Employee is requested by his supervisor to report for work during
8 hours outside his regular shift, he shall receive a minimum of two hours of overtime
9 pay.

10 8.4 If an Employee reports for work during his regular shift, or reports for work
11 after being recalled, but is relieved from duty by his supervisor because of lack of
12 work, said Employee shall receive a minimum of two hours of regular pay.

13 8.5 Overtime procedures for non-safety staffing are as follows: Vacancies will
14 be offered to members of this Association before being offered to part-time employees. If
15 a member of the Association voluntarily agrees to work, that employee is obligated to fill
16 the vacancy unless released for an emergency as determined by the Chief Officer. If no
17 part-time employee accepts the vacancy, members of this Association agree to be
18 recalled/retained on mandatory overtime.

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20 ARTICLE 9. SAFETY STAFFING

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

7 9.2. This Article shall not be construed to prevent employer from using or calling
8 back volunteers to satisfy the City's mutual aid agreements.

9 9.3. Where the employer responds as part of the "Quad County" hazardous
10 materials response team (HAZMAT team) in response to hazardous materials incidents
11 requiring a level A or B entry, the employer will include as its portion of the HAZMAT
12 team qualified hazardous materials technicians and/or specialists from the Carson City
13 Fire Department as follows:

14 4, if 15-19 qualified Fire Department HAZMAT technicians
15 and/or specialists are assigned by the Fire Chief to the
City's HAZMAT unit;

16 5, if 20-24 qualified Fire Department HAZMAT technicians
17 and/or specialists are assigned by the Fire Chief to the
18 City's HAZMAT unit.

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

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

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

6
7 ARTICLE 10. TEMPORARY DUTY PAY

8 Whenever a qualified Employee is detailed to a higher rank, said Employee shall
9 receive an additional 10% of his/her base wage for each of the higher ranks being filled.
10 Upon termination of the temporary assignment, the Employee shall return to his/her
11 original compensation. Detail pay will be paid on the payroll for the pay period within
12 which the detail assignment is performed. For the purposes of this article rank shall be,
13 in descending order, as follows: Battalion Chief, Captain, Pump Operator Driver,
14 Firefighter/Paramedic, Firefighter (Firefighter/Paramedic and Firefighter are the same
15 rank for the purposes of this article).

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17 ARTICLE 11. HOLIDAYS AND HOLIDAY PAY

18 11.1 The following days shall be observed as legal holidays:

19	New Year's Day	(January 1)
20	Martin Luther King's Birthday	(Second Monday in January)
21	President's Day	(Third Monday in February)
22	Memorial Day	(Last Monday in May)
23	Independence Day	(July 4th)
24	Labor Day	(First Monday in September)
25	Nevada Day	(October 31)
26	Veterans' Day	(November 11)

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1 presentation of receipts. An Employee who receives a scholarship is only entitled to
2 reimbursement of out-of-pocket expenses incurred in paying tuition or purchasing
3 books.

4 12.2 In addition to tuition and book costs, incentive payments will be made on
5 the following schedule:

- 6
- 7 a. AA degree in Fire Science, Fire Administration or related field approved by
8 the Fire Chief and/or BA/BS degree in Fire Science, Fire Administration,
9 Business Administration, Chemistry or related field approved by the Fire
10 Chief: 2.5% added biweekly
 - 11 b. Fire suppression Employees other than firefighter/paramedics who hold
12 current EMT II certification as determined by State standards or a higher
13 degree: 2.5% added biweekly
 - 14 c. Fire suppression Employees other than those employed as FF/Paramedics,
15 who hold current paramedic certification as determined by state standards
16 and the local medical advisory board: 6.0% added biweekly

17 12.3 New Employees shall not receive tuition or book costs for courses or
18 degrees completed prior to their employment.

19 12.4 Qualified fire investigators designated by the Fire Chief shall receive
20 incentive pay of two and one-half percent of the Employee's wage added biweekly.

21 12.5 Beginning July 1, 1990 up to \$750.00 in educational costs per fiscal year
22 required to maintain Nevada State EMT-Advanced Certification may be reimbursed to
23 qualified Employees for required educational courses, subject to prior approval by the
24 Fire Chief.

25 12.6 Qualified (certified) Hazardous Materials Technicians and/or Specialists
26 assigned by the Fire Chief to a Hazardous Materials Response Unit designated by the
27 Fire Chief shall receive incentive pay of three percent (3%) added biweekly during said
28 assignment.

12.7 Employees who successfully complete HAZMAT Technician and
Chemical courses and receive a HAZMAT/Chemical technician certificate will be paid
1% biweekly as incentive pay. The courses of training and the certificates are subject

1 to the approval of the Fire Chief. It is understood that certification will be granted for
2 purposes of this paragraph to all Employees who successfully complete the HAZMAT
3 Technician and Chemistry courses. Employees assigned to the HAZMAT unit pursuant
4 to section 12.6 of this article are not entitled to the benefits of this paragraph.

5 12.8 An Employee who is assigned to serve as a paramedic preceptor during a
6 certification period shall be paid \$400.00 per month for the time of the assignment as
7 preceptor. Portions of a month shall be prorated at a rate of \$40.00 per 24 hour period.

8 12.9 Any Employee given an extra duty assignment in an administrative
9 function on a 40 hour week will receive an additional ten percent (10%) of their base
10 pay. This assignment is for those duties assigned to an Employee which are in addition
11 to and beyond the normal and customary duties assigned and which are distinctly
12 different from their normal and customary duties. This does not apply to personnel
13 assigned to light duty.

14 12.10 An Employee who is expected by the City to fluently speak, read or write
15 in Spanish in the performance of his or her job at least 3 times per week shall receive
16 2.5% of the Employee's base salary for time in such an assignment. The Employee's
17 department head has the final authority to determine whether the use of Spanish is
18 expected. The City may require testing to determine whether the Employee is fluent in
19 Spanish so as to be eligible for this benefit.

20 12.11 All educational/incentive pay provided in this article shall be paid as a
21 percentage of base pay. There shall be no compounding of additional pay.

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23 ARTICLE 13. TRADING

24 Employees may exchange or trade work hours or shifts provided it does not
25 interfere with the operation of the Fire Department, subject to prior approval of the Fire
26 Chief or his designee. Any Employee(s) who agree(s) to such trading shall hold the

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1 employer harmless for the failure of the other Employee(s) to pay back traded time.
2 Three way trades are permissible and must be rank for rank except where the
3 Employee(s) filling in for the shift traded is determined by the Fire Chief or his designee
4 to be qualified to perform all of the duties and responsibilities of the position being
5 manned either by being designated to serve in an "acting" capacity in that position or
6 otherwise certified as being so qualified. An employee who agrees to work a trade is
7 responsible for filling the shift he agreed to work, at no cost to the City. The employee
8 who failed to fulfill the shift trade agrees to repay the City for the cost of the loss over a
9 period of four pay periods if the City incurs overtime costs to cover the shift trade.

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11 ARTICLE 14. PAYROLL DEDUCTIONS

12 14.1 Employees may authorize biweekly deductions from their wages for
13 Association dues, United Way Fund, Greater Nevada Credit Union, group insurance
14 and deferred compensation programs approved by Employer, and such other purposes
15 as Employer may approve. Such authorizations must be filed with the Director of
16 Finance on forms provided by Employer.

17 14.2 An authorization for payroll deductions shall remain in effect until it is
18 rescinded by the Employee. However, if an Employee's wages for any pay period are
19 less than his total authorized deductions, no deductions shall be made for the pay
20 period and the Employee will hold Employer harmless for nonpayment of these
21 deductions.

22 14.3 Association shall indemnify and defend against any claims made or
23 actions filed against Employer as a result of its compliance with this Article.

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25 ARTICLE 15. RETIREMENT CONTRIBUTIONS

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

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1 total contribution rate for the Police and Firefighter's Retirement Fund in an amount of
2 1.5% or less, Carson City will pay one half of the increase up to .75%, and the
3 Employee's salary will be reduced by one half of the increase up to .75%, however,
4 Carson City will increase the Employee's salary on the effective date of the reduction in
5 salary in an amount equal to the reduction made to the Employee's salary.

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

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13 ARTICLE 16 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

14 16.1 Employer will provide all turnouts and safety equipment needed by
15 Employees. In addition, Employer will replace such turnouts and safety equipment
16 whenever a Supervisor deems necessary and with the approval of the Fire Chief or the
17 Chief's designee.

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

2 16.3 Employer will pay each fire suppression Employee one thousand-two
3 hundred dollars (\$1200.00) per year toward the cost of uniforms. Non-suppression
4 Employees shall be paid a uniform allowance of seven hundred dollars (\$700.00) per
5 year. Said payments will be made in two equal installments on the first payday in
6 December and the last payday in June.

7 16.4 Any changes to Class A uniforms after July 1, 2010 must be paid for
8 by the City.

9 16.5 Upon hiring, the City will pay each new fire suppression Employee
10 three hundred dollars (\$300.00) in the first paycheck to be used toward the cost of
11 uniforms. Thereafter, the Employee will receive three hundred dollars (\$300.00) at the
12 next uniform pay-out and six hundred dollars (\$600.00) at the following uniform pay-out
13 as set forth in paragraph 16.3 above.

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15 ARTICLE 17 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

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

20 17.1 Watches up to \$50.00.

21 17.2 Prescription eyeglasses/contact lenses up to a maximum of \$300.00
22 of repair or replacement costs.

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24 ARTICLE 18 GROUP LIFE INSURANCE

25 Employer shall pay one hundred percent (100%) of the premium for a
26 \$50,000.00 policy of group term life insurance for each Employee.

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ARTICLE 19 GROUP HEALTH INSURANCE

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

19.2 Employer-Employee share of premium

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

b. The Employee shall have the option of converting the health insurance coverage at the time of his separation from employment by Employer by commencing to pay 100% of the total premium, prior to the retirement language below.

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

1. In order to be eligible for the benefits provided in this Section 19.2(c**b**), the bargaining unit employee/retiree of the Carson City Fire Department will have (i) a minimum of 20 continuous years of full time bargaining unit service with the Carson City Fire Department; ~~(ii) reached at least 47 years of age;~~ and (iii) shall have actually retired under the Nevada PERS retirement qualifications in existence on the

1 date of the retirement. ~~Provided that, if a bargaining unit~~
2 ~~employee retires prior to age 47 and meets the~~
3 ~~requirements of (i) and (iii) above, the bargaining unit~~
4 ~~employee/retiree will be eligible for the benefits of this~~
5 ~~subsection 19.2(b) upon attaining the age of 47, and, prior~~
6 ~~to age 47, shall be entitled to continue as a retiree on the~~
7 ~~City group insurance plan and shall be entitled to payment~~
8 ~~for insurance for which the bargaining unit Employee would~~
9 ~~otherwise qualify had the bargaining unit Employee not~~
10 ~~been covered under the collective bargaining agreement,~~
11 ~~provided that, a bargaining unit Employee retiring before~~
12 ~~age 47 must continue coverage under the City plan in order~~
13 ~~to be qualified for the benefits in this Section 19.2(b) upon~~
14 ~~attaining age 47.~~

15 2. The City will pay premiums for:

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

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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 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

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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 employee/retiree, the spouse will continue to receive the subsidy benefit until death or remarriage subject to requirements in 2(b). Dependents, as defined in 2(c), 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

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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 2(a) 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 Article.

- 3. If the benefits provided to retirees, their spouse and dependents under this Section 19.2(c**b**) 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

1 employee's biweekly base salary, effective on and after
2 February 1, 2005 and a 2.0% reduction in the bargaining
3 unit employee's biweekly base salary, effective on and after
4 July 1, 2012. Should the Retirement Insurance benefit
5 provided for in this Article be eliminated the 3.0% reduction
6 in the employee's biweekly base salary shall be restored on
7 and after the effective date of elimination of this benefit.

8 19.3 Nothing contained in Section 19.2(c) is intended to revoke, repeal,
9 replace or otherwise modify the rights created in Article 23.9 of the
10 collectively bargained agreement.

11 19.4 An Employee on leave without pay may continue the group health
12 insurance coverage for a maximum period of one year by making application to the
13 Human Resources Department and enclosing a certified check payable to Carson City.

14 19.5 The City agrees that any changes in Medical Insurance benefits will be
15 made in accordance with Nevada law.

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17 ARTICLE 20. PHYSICAL EXAMINATIONS

18 20.1 Employer shall pay for physical examinations of Employees that are
19 required by NRS 617.455(2) and NRS 617.457(3). Such examinations shall be
20 performed by the Employer's physician.

21 20.2 Employer shall also provide an annual hearing test by a qualified person
22 for each Employee.

23 20.3 Employer shall also provide at its expense immunizations and screening
24 as are necessary to comply with all applicable OSHA, federal, state and local
25 regulations and such additional immunizations and screening as deemed necessary by
26 the Fire Chief.

1 20.4 The parties recognize the Employer's right to develop and adopt minimum
2 physical fitness standards which are based on the essential functions of the Employee's
3 job description and to institute a mandatory physical fitness training program to insure
4 that all Employees are able to meet minimum physical fitness standards on an annual
5 basis. Failure to meet the minimum physical fitness standards may lead to suspension,
6 demotion or termination of the Employee. By agreeing to this provision, the Association
7 does not approve the physical fitness standard adopted by the Employer and reserves
8 all rights to challenge the job-related validity or other aspects of the standard to the
9 extent that such challenge is not in conflict with the Employer's rights under NRS
10 288.150(3).

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12 ARTICLE 21. ANNUAL LEAVE

13 21.1 Eligibility. For the purpose of determining eligibility for annual leave, the
14 term "continuous service" means that service commencing with appointment to a
15 position with the Employer and continuing until resignation or discharge.

16 21.2 Qualifying Period. Upon employment, an Employee will begin to accrue
17 annual leave; however, an Employee may not use annual leave until he has completed
18 one year of continuous service.

19 21.3 Accrual Rate.

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

<u>Continuous Service</u>	<u>8-Hour Shift</u>	<u>24-Hour Shift</u>
0 - 12 months	6 hrs. per month	9 hrs. per month
13 - 24 months	8 hrs. per month	11 hrs. per month
25 - 60 months	10 hrs. per month	14 hrs. per month
61-120 months	14 hrs. per month	20 hrs. per month

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1	Over 120 months	16 hrs. per month	24 hrs. per month
2	Maximum accumulation	378 hrs.	528 hrs.

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

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

11 21.4 Vacation Pay. An Employee shall be paid his regular hourly rate for each
12 hour of annual leave used.

13 21.5 Reservation of vacation dates.

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

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1 of the right to receive said lump sum payment shall not waive the right to take said time
2 as time off.

3 21.9 Death of Employee. Upon the death of an Employee, a lump sum
4 payment for his accrued annual leave will be made to his beneficiary or estate, upon
5 receipt of proof of death and beneficiary.

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7 ARTICLE 22. MILITARY LEAVE

8 An Employee who is an active member of the Nevada National Guard or any
9 reserve component of the United States Armed Forces shall, upon request, be relieved
10 from his Fire Department duties to serve under orders for military duty,
11 without loss of pay or accrued annual leave, for a period not to exceed fifteen (15)
12 workdays in any calendar year.

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14 ARTICLE 23. SICK LEAVE

15 23.1 Eligibility. For the purpose of determining eligibility for sick leave
16 allowance, the term "continuous service" means that service commencing with
17 appointment to a position with the Employer and continuing until resignation or
18 discharge. For the purpose of determining such leave earned, the term "actual service"
19 means the number of days actually worked on the job; provided, however, that
20 absence from work due to sick leave with pay, vacation, injury or illness incurred in the
21 City service and absence on temporary military duty shall be deemed actual service.

22 23.2 Qualifying Period. There is no qualifying period.

23 23.3 Accrual of Sick Leave:

24 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

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1	13-120 months	10 hrs/month	16 hrs/month
2	Over 120 months	16 hrs/month	24 hrs/month
3	Maximum Accumulation	1080 hours	1512 hours

4 23.4 Authorized Use of Sick Leave:

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

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

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

26 23.6 Forfeiture of Sick Leave: No Employee shall be entitled to use sick leave

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1 while absent from duty on account of any of the following:

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

4 b. Disability rising from any conduct which is in violation of Federal,
5 State, or local statute, written city or departmental policy, or direct order of the Fire
6 Chief.

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

8 23.7 Advanced Sick Leave: The Fire Chief may approve up to thirty (30)
9 working days of advance sick leave subject to the following criteria:

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

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

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

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

18 23.8 Maternity/Paternity Leave: Maternity leave may be as follows: Light duty
19 status may be provided for an employee when, upon recommendation of the
20 employee's personal physician she is unable, for medical reasons, to perform usual fire
21 suppression tasks. The decision to provide light duty status shall be at the sole
22 discretion of the Fire Chief, but shall not affect the safety of the pregnant employee. At
23 no time shall the employee lose any seniority. Sick and Annual leave shall continue to
24 accrue during light duty status.

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

2 23.9 Family Medical Leave: The City of Carson City will comply with the
3 requirements of the Family Medical Leave Act (FMLA). When a qualifying FMLA event
4 occurs, unpaid FMLA leave will run concurrently with paid annual, sick and any other
5 available leave. Once all paid leave is exhausted, the remainder of the leave period will
6 then consist of unpaid FMLA leave. Unpaid FMLA leave may also run concurrently with
7 worker's compensation leave or other benefits.

8 23.10 Minimum Sick Leave to be Taken: The minimum sick leave to be taken at
9 one time by an Employee shall be two (2) hours for 24 hour employees. Fractions of
10 hours of sick leave shall be considered as the next largest whole hour.

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

25 Beginning July 1, 2012, an Employee who dies or retires with 25 years of
26 Carson City Fire Department service or more will be paid one hundred (100) percent of

1 his accrued sick leave up to 1512 hours if a 24- hour shift employee or 1080 hours for
2 an 8-hour shift employee, at the Employee's latest highest hourly rate.

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

15 23.12 Catastrophic Leave.

16 a. Definitions

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

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

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

25 b. The Catastrophic Leave Account.

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

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

6 3. No leave may be transferred by an Employee to the catastrophic
7 leave account, if the balance in the Employee's account after the transfer is less than
8 240 hours. Leave is transferred on an hour for hour basis.

9 4. The maximum number of hours (including sick and annual) which
10 may be transferred in any one calendar year is 100 for 8-hour Employees and 120 for
11 24-hour Employees. The minimum number of hours which may be transferred in any
12 one calendar year is 20 hours. Leave will be placed in a pool for the use of any eligible
13 city Employee unless an Employee transfers hours to the catastrophic leave account
14 for use by a particular eligible Employee.

15 5. Any hours of leave which are transferred from any Employee's
16 account to the catastrophic leave account, whether to the account in general or to a
17 specific eligible Employee's account, may not be returned or restored to that Employee.
18 This provision does not prevent the Employee from receiving leave pursuant to this
19 article.

20 c. Request for catastrophic leave.

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

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

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

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

11 d. Approval of Catastrophic Leave

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

15 2. The City Manager or his designee shall review the status of an
16 Employee using catastrophic leave and determine when the right to such leave no
17 longer exists. The City Manager or his designee may require written substantiation of
18 the catastrophic condition by a physician of his choosing. The cost of such written
19 substantiation shall be borne by the Employee. If an Employee is able to return to work
20 on a part-time basis and has catastrophic leave time still available, the City Manager, or
21 his designee, may allow the catastrophic leave to be used to offset the hours the
22 Employee is unable to work during his part-time status.

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

25 a. The effects of the catastrophe cease to exist; or

26 b. The Employee who is receiving the leave resigns or his/her
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1 employment with the City is terminated.

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

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

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11 ARTICLE 24. INJURY LEAVE

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

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

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

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

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

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

9 f. Employee benefits, sick leave and annual leave shall continue to
10 accrue
11 so long as the Employee is eligible for full salary as provided above.

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13 ARTICLE 25. COURT LEAVE

14 25.1 If an Employee is summoned for jury duty on his regular workday, he shall
15 receive full pay but shall refund any compensation received for jury duty to Employer.

16 25.2 An Employee summoned for jury duty on his regular workday shall be
17 excused for his entire shift. However, if the Employee is excused from jury duty before
18 5:00 p.m. and is not required to appear for jury duty the next day, the Employee shall
19 return to the workplace to complete his or her regularly assigned shift.

20 25.3 If an Employee appears on his regular workday in any court or before any
21 grand jury as a party to an action arising out of his employment, or as a witness to
22 observations or knowledge received in the course of his employment, he shall receive
23 full pay but shall refund any witness fee to Employer.

24 25.4 If an Employee's presence is required outside the Employee's regular shift
25 to give a testimony or a statement concerning observations or knowledge made or
26 obtained in the course of his or her employment, at a deposition by subpoena, for an
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1 interview, at the direction of the district attorney, or at the direction of the fire chief, the
2 Employee will be paid overtime for the time required for such an appearance, if the fire
3 chief or his designee has approved of the appearance in advance. No court leave or
4 overtime pay is allowed for an Employee's time when the Employee initiated the action
5 which requires the Employee's presence.

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7 ARTICLE 26. LEAVE OF ABSENCE

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

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12 ARTICLE 27. ASSOCIATION BUSINESS

13 27.1 All Employees from each fire station shall be allowed to attend
14 Association meetings, while on duty, provided it does not interfere with the operation of
15 the Fire Department.

16 27.2 Upon approval of the Association President, or a member of the Executive
17 Board, members of the Association shall be entitled to utilize a maximum of five
18 hundred (500) hours total of administrative leave per year for association
19 business "Association business" includes grievance hearings, collective bargaining
20 meetings, worker's compensation hearings and any other meetings or seminars relating
21 to the Association. This leave shall be subject to approval by the Fire Chief or his
22 designee and such leave shall not impair the operations of the Fire Department.

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24 ARTICLE 28. BULLETIN BOARDS

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

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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 and non fire suppression Employees cannot bump fire suppression Employees.

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

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

29.5 An Employee who is reduced to a lower rank shall be offered his former

1 rank before any other Employee is promoted to that rank.

2 29.6 If a Battalion Chief is laid-off due to lack of work or lack of funds, the
3 Battalion Chief may elect to replace a fire suppression employee within this Association
4 provided the Battalion Chief has held the rank of Captain within the Carson City Fire
5 Department. The procedures set forth in Section 29.2 through 29.5 of this Article will
6 apply.

7 ARTICLE 30. GRIEVANCE PROCEDURE

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

10 30.1 The Grievant shall present a written grievance to the Fire Chief within
11 fifteen (15) administrative working days of the time that the grievance is known or
12 reasonably should have been known.

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

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1 30.3 If the grievance is not resolved through mediation, the grievance may be
2 submitted to arbitration by notifying the other party in writing within ten (10)
3 administrative working days of the deadlock. If a grievance is not submitted to
4 arbitration after mediation, it shall be deemed denied or settled on the basis of the last
5 administrative decision. The party requesting arbitration shall notify the other party
6 within the ten (10) administrative working day period. If the parties are unable to agree
7 upon an arbitrator, the party initiating the arbitration shall request a list of seven
8 arbitrators from the Federal Mediation and Conciliation Service, or the American
9 Arbitration Association. Failure to make a written request for a list within thirty (30)
10 administrative working days after notice to the other party will constitute a waiver of
11 arbitration and a denial or settlement of the grievance on the basis of the last
12 administrative decision. The Arbitrator shall be selected in the matter provided by NRS
13 288.200.

14 30.4 The Arbitrator shall convene a hearing as soon as reasonably possible at
15 the mutual convenience of the Arbitrator and the parties. The expenses for witnesses
16 or counsel for either side shall be paid by the party producing such witnesses or
17 retaining such counsel. A stenographic record shall be taken by a certified reporter of
18 each hearing. The parties agree to split the costs associated with the reporter. The
19 arbitrator's fees and expenses shall be assessed by the Arbitrator on either or both
20 parties in his discretion.

21 30.5 The Arbitrator shall have no authority to amend or delete any of the terms
22 of this Agreement or any of the Fire Department rules, regulations and policies.
23 Decision of the Arbitrator shall be based solely on the evidence and arguments
24 presented by the parties at the arbitration hearings, and the decision of the Arbitrator
25 shall be final and binding except as provided by law.

26 30.6 Time limits described in this article are intended to expedite the grievance
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1 procedure. Failure of the aggrieved Employee(s) to comply with this article within the
2 set time limits shall constitute a waiver of the grievance. Any time limits may be
3 extended by mutual written agreement of the parties which shall not be unreasonably
4 withheld.

5 30.7 Unless the grievance is brought by the Union itself, the Fire Chief will
6 neither settle nor deny the grievance without first notifying the Union that the grievance
7 has been filed. In all instances in which the Union has not brought the grievance it will
8 have the right to intervene. If the Union has not demanded arbitration, it shall not be
9 responsible for any fees or expenses under Section 5. If an individual demands
10 arbitration, the Arbitrator may require the payment of one-half the estimated cost of the
11 arbitration in advance of any hearing. If the payment is not made, the grievance shall
12 be deemed denied or settled on the basis of the last administrative decision.

13 This article shall not be subject to Article 35 of this Agreement.
14

15 ARTICLE 31. LAWSUITS AGAINST EMPLOYEES

16 31.1 Employer shall provide for the defense, including the defense of cross-
17 claims and counterclaims, of any Employee in any civil action brought against that
18 person based on any alleged act or omission relating to his employment if:

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

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

25 31.2 The District Attorney shall determine as promptly as possible whether or
26 not to tender the defense of the person submitting the request. Until the decision is
27

1 made, the District Attorney shall take appropriate action to defend or otherwise protect
2 the time of the person submitting the request to file a responsive pleading.

3 31.3 In any case in which the District Attorney determines not to defend, he
4 shall give written notice to the person who requested the defense either:

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

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

9 31.4 At any time after the District Attorney has appeared in any civil action and
10 commenced to defend any Employee, the District Attorney may apply to any court to
11 withdraw as the attorney of record for that person based upon:

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

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

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

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

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

25 (f) If the action has been brought in a court of competent jurisdiction
26 of this state, failure to name Employer as a party defendant, if there is sufficient
27

1 evidence to establish that the civil action is clearly not based on any act or omission
2 relating to the defendant's employment.

3 31.5 If any court grants a Motion to Withdraw on any of the grounds set forth in
4 subsection 4, Employer has no duty to continue to defend any person who is the
5 subject of the Motion to Withdraw.

6 31.6 If Employer does not provide for the defense of an Employee, and if it is
7 judicially determined that the action arose out of an act or omission of that person
8 during the performance of any duty within the course and scope of his employment and
9 that his act or omission was not wanton or malicious, Employer shall be liable to that
10 person for reasonable expenses in carrying on his own defense, including court costs
11 and attorney's fees.

12 31.7 Employer may provide for the defense of any Employee who is entitled to
13 a defense from Employer by tendering the defense to an insurer who, pursuant to a
14 contract of insurance, is authorized to defend the action.

15 31.8 At any time after a written request for defense is submitted to the District
16 Attorney, the person requesting the defense may employ his own counsel to defend the
17 action. At that time, Employer is excused from any further duty to represent that person
18 and is not liable for any expenses in defending the action, including court costs and
19 attorney's fees.

20 31.9 In any civil action brought against any Employee in which a judgment is
21 entered against him based on any act or omission relating to his employment, Employer
22 shall indemnify him unless:

- 23 (a) The person failed to submit a timely request for defense;
- 24 (b) The person failed to cooperate in good faith in the defense of the
action;
- 25 (c) The act or omission of the person was not within the scope of his
26 employment; or
- 27 (d) The act or omission of the person was wanton or malicious.

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ARTICLE 32. RULES AND REGULATIONS

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

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

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

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

ARTICLE 33. AMENDMENT PROCEDURE

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

ARTICLE 34. CORRECTIVE ACTION AND PERSONNEL FILES

34.1 Employer shall provide for implementation of a personnel file review system. Employer shall establish the right of any Employee to review their personnel file upon request in the Personnel Office. However, this right shall be limited to the individual Employee to review his/her own personnel file. An Employee may, with

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

9 34.2 Corrective and Disciplinary Actions.

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

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

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

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

8 34.3 Appeals of Disciplinary Action. Except as otherwise provided herein, an
9 Employee may appeal any disciplinary action through the Grievance and Arbitration
10 Procedure as provided in Article 31.

11
12 ARTICLE 35. SAVINGS CLAUSE

13 35.1 This Agreement is the entire agreement of the parties.

14 35.2 Except as provided in the Article governing Reservation of Rights, this
15 Agreement shall supersede all previous communications, representations or
16 agreements, either verbal or written, between Employer and Association.

17 35.3 If any provision of this Agreement is held by a court of competent
18 jurisdiction to be illegal or in conflict with any federal law, Nevada Revised Statute or
19 the Carson City Charter, the validity of the remaining provisions shall not be affected,
20 and the rights and obligations of the parties shall be construed and enforced as if the
21 Agreement did not contain the particular provision held to be invalid.

22
23 ARTICLE 36. RESERVATION OF RIGHTS

24 An presently existing right or benefit, whether monetary or otherwise, and
25 whether created by prior contract, rule, regulation or policy, or established custom of
26 the Carson City Fire Department, shall be retained unless such right or benefit is
27

1 specifically modified or deleted by this Agreement.

2
3 ARTICLE 37. SAFETY AND HEALTH

4 37.1 A Joint Safety Committee composed of two (2) representative of the
5 Association and two (2) representative of management shall be established within five
6 (5) business days of signing of this Agreement. Each party shall also designate two (2)
7 alternates.

8 37.2 The committee will meet whenever an Employee notifies the Committee in
9 writing of the existence of a safety hazard, or at the call of the Fire Chief or his
10 designee.

11 37.3 If the Committee deadlocks on a Safety issue, the Association may refer
12 the deadlock directly to arbitration in accordance with the procedure set forth in Article
13 31. If a majority of the Committee certifies to the Fire Chief of the existence of a safety
14 or health hazard and adequate corrective action is not taken forthwith, such matter may
15 be referred by the Association directly to arbitration in accordance with the procedure
16 set forth in Article 31.

17
18 ARTICLE 38. COMMUNICABLE DISEASE

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

24
25 ARTICLE 39. ADOPTION AND DURATION OF AGREEMENT

26 39.1 This Agreement shall become effective the first full pay period following
27

1 ratification and execution by both parties and shall remain in effect until June 30,
2 2017 unless changed as provided herein.

3 39.2 This Agreement shall automatically be renewed from year to year
4 thereafter. If either party desires to make a change, they shall notify the other party in
5 writing of the article and/or section of the article that they desire to negotiate.

6 39.3 If either party desires to negotiate changes in any article or section of this
7 contract, it shall give written notice to the other party of the desired changes before
8 February 1, of each year .

9 39.4 The parties shall promptly commence negotiations. If the parties have not
10 reached agreement by April 10th, either party may submit the dispute to an impartial
11 Fact
12 Finder at any time for his findings. The Fact Finder shall make recommendations of the
13 unresolved issues.

14 39.5 If the parties have not reached an agreement within ten (10) days after
15 the Fact Finder's Report is submitted, all issues remaining in dispute shall be submitted
16 to an arbitrator.

17 39.6 NRS Chapter 288 shall govern fact-finding and arbitration between the
18 parties.

19 39.7 In the event that future agreements are not reached prior to July 1 of that
20 year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of
21 the year negotiations commenced.

22

23 ARTICLE 40. PROMOTIONAL VACANCIES

24 40.1. Vacancies.

25 All promotional vacancies shall be filled by candidates provided that they meet
26 the minimum requirements of the position, as established by the Employer prior to open

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1 competitive testing.

2 40.2. Notice.

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

12 a. Title and job description of the position;

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

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

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

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

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

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

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

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

7

8

9 ARTICLE 41. WAIVER OF AMBULANCE FEES.

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

13

14 ARTICLE 42. LONGEVITY PAY

15 42.1 The Plan.

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

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

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

26 42.2 Employee's Evaluation under the Plan.

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

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

6 42.3 Dates of payment and eligibility.

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

9 42.4 Eligibility under particular circumstances.

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

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

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

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

22 42.5 Return to City Service.

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

25 b. The Employee will receive the same annual rate of payment he did
26 at the time of his separation from service. However, the Employee may not receive any
27

1 annual increases until he has again served the same number of years he had served at
2 the time of his separation from service plus one year.

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

6
7 ARTICLE 43. MINIMUM TRAINING, LICENSING AND CERTIFICATION

8 43.1 All Employees who are not Firefighter/Paramedics must maintain at least
9 an EMT basic certificate, an ambulance attendant's license and a valid driver's license
10 in the class determined by the Department. Employees holding the rank of
11 Firefighter/Paramedic must maintain their paramedic certificate, an ambulance
12 attendant's license and a valid driver's license in the class determined by the
13 Department.

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

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

24 43.2 All fire suppression Employees shall receive a minimum of 200 hours of
25 training provided by the Carson City Fire Department, after being hired and before
26 being assigned to fire suppression duties. The type of training will be determined by
27

1 the Fire Chief.

2

3 **ARTICLE 44. TRANSFER OF OPERATIONS**

4 Carson City agrees not to sell or convey or cause to sell or convey or otherwise
5 transfer or merge its operations to or with a fire district as established under NRS 474
6 without first securing an agreement with the successor to (1) retain all existing bargaining
7 unit personnel, without reductions of position or rank, and (2) assume all the terms and
8 conditions of this Agreement, including the Employer's obligations under this Agreement
9 until the Agreement has expired.

10

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

15

16 **CARSON CITY**

17

By _____
Robert L. Crowell, Mayor
Dated: _____

18

19 **CARSON CITY
20 FIRE FIGHTERS ASSOCIATION**

21

By _____
Robert F. Schreihans, President

22

Dated: _____

23

24 **ATTEST:**

25

Alan Glover, Clerk/Recorder

26

Dated: _____

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APPENDIX A
 FISCAL YEAR 2018
 3% 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	68,466.23	5,705.52	2,633.32	32.9165					
2080 HR PER YEAR	F36-2	73,729.74	6,144.14	2,835.76	35.4470					
	F36-3	79,400.51	6,616.71	3,053.87	38.1733					
	F36-4	85,504.87	7,125.41	3,288.65	41.1081					
FIRE PREVENTION CAPTAIN	F40-1	72,001.50	6,000.13	2,769.29	34.6161					
2080 HR PER YEAR	F40-2	77,538.44	6,461.54	2,982.25	37.2781					
	F40-3	83,498.62	6,958.22	3,211.49	40.1436					
	F40-4	89,918.89	7,493.24	3,458.42	43.2302					
FIREFIGHTER	328-1	56,247.18	4,687.26	2,163.35	27.0419	228-1	56,247.18	4,687.26	2,163.35	19.3157
	328-2	60,573.40	5,047.78	2,329.75	29.1218	228-2	60,573.40	5,047.78	2,329.75	20.8013
	328-3	65,230.45	5,435.87	2,508.86	31.3608	228-3	65,230.45	5,435.87	2,508.86	22.4006
	328-4	70,245.66	5,853.81	2,701.76	33.7720	228-4	70,245.66	5,853.81	2,701.76	24.1228
DRIVER/OPERATOR	332-1	62,087.83	5,173.99	2,387.99	29.8499	232-1	62,087.83	5,173.99	2,387.99	21.3214
	332-2	66,859.97	5,571.66	2,571.54	32.1442	232-2	66,859.97	5,571.66	2,571.54	22.9602
	332-3	72,001.50	6,000.13	2,769.29	34.6161	232-3	72,001.50	6,000.13	2,769.29	24.7258
	332-4	77,538.44	6,461.54	2,982.25	37.2781	232-4	77,538.44	6,461.54	2,982.25	26.6272
FIREFIGHTER/PARAMEDIC	333-1	63,638.49	5,303.21	2,447.63	30.5954	233-1	63,638.49	5,303.21	2,447.63	21.8539
	333-2	68,532.51	5,711.04	2,635.87	32.9483	233-2	68,532.51	5,711.04	2,635.87	23.5345
	333-3	73,802.34	6,150.20	2,838.55	35.4819	233-3	73,802.34	6,150.20	2,838.55	25.3442
	333-4	79,475.74	6,622.98	3,056.76	38.2095	233-4	79,475.74	6,622.98	3,056.76	27.2925
FIRE CAPTAIN	338-1	72,001.50	6,000.13	2,769.29	34.6161	238-1	72,001.50	6,000.13	2,769.29	24.7258
	338-2	77,538.44	6,461.54	2,982.25	37.2781	238-2	77,538.44	6,461.54	2,982.25	26.6272
	338-3	83,498.62	6,958.22	3,211.49	40.1436	238-3	83,498.62	6,958.22	3,211.49	28.6740
	338-4	89,918.89	7,493.24	3,458.42	43.2302	238-4	89,918.89	7,493.24	3,458.42	30.8787

APPENDIX A
 FISCAL YEAR 2019
 3% 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	70,520.22	5,876.68	2,712.32	33.9040					
2080 HR PER YEAR	F36-2	75,941.63	6,328.47	2,920.83	36.5104					
	F36-3	81,782.53	6,815.21	3,145.48	39.3185					
	F36-4	88,070.02	7,339.17	3,387.31	42.3414					
FIRE PREVENTION CAPTAIN	F40-1	74,161.55	6,180.13	2,852.37	35.6546					
2080 HR PER YEAR	F40-2	79,864.59	6,655.38	3,071.72	38.3964					
	F40-3	86,003.58	7,166.96	3,307.83	41.3479					
	F40-4	92,616.46	7,718.04	3,562.17	44.5271					
FIREFIGHTER	328-1	57,934.60	4,827.88	2,228.25	27.8532	228-1	57,934.60	4,827.88	2,228.25	19.8951
	328-2	62,390.60	5,199.22	2,399.64	29.9955	228-2	62,390.60	5,199.22	2,399.64	21.4253
	328-3	67,187.36	5,598.95	2,584.13	32.3016	228-3	67,187.36	5,598.95	2,584.13	23.0726
	328-4	72,353.03	6,029.42	2,782.81	34.7851	228-4	72,353.03	6,029.42	2,782.81	24.8465
DRIVER/OPERATOR	332-1	63,950.46	5,329.21	2,459.63	30.7454	232-1	63,950.46	5,329.21	2,459.63	21.9610
	332-2	68,865.77	5,738.81	2,648.68	33.1085	232-2	68,865.77	5,738.81	2,648.68	23.6490
	332-3	74,161.55	6,180.13	2,852.37	35.6546	232-3	74,161.55	6,180.13	2,852.37	25.4676
	332-4	79,864.59	6,655.38	3,071.72	38.3964	232-4	79,864.59	6,655.38	3,071.72	27.4260
FIREFIGHTER/PARAMEDIC	333-1	65,547.64	5,462.30	2,521.06	31.5133	233-1	65,547.64	5,462.30	2,521.06	22.5095
	333-2	70,588.49	5,882.37	2,714.94	33.9368	233-2	70,588.49	5,882.37	2,714.94	24.2406
	333-3	76,016.41	6,334.70	2,923.71	36.5464	233-3	76,016.41	6,334.70	2,923.71	26.1045
	333-4	81,860.01	6,821.67	3,148.46	39.3558	233-4	81,860.01	6,821.67	3,148.46	28.1113
FIRE CAPTAIN	338-1	74,161.55	6,180.13	2,852.37	35.6546	238-1	74,161.55	6,180.13	2,852.37	25.4676
	338-2	79,864.59	6,655.38	3,071.72	38.3964	238-2	79,864.59	6,655.38	3,071.72	27.4260
	338-3	86,003.58	7,166.96	3,307.83	41.3479	238-3	86,003.58	7,166.96	3,307.83	29.5342
	338-4	92,616.46	7,718.04	3,562.17	44.5271	238-4	92,616.46	7,718.04	3,562.17	31.8051

APPENDIX A
 FISCAL YEAR 2020
 3% 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	72,635.83	6,052.99	2,793.69	34.9211					
2080 HR PER YEAR	F36-2	78,219.88	6,518.32	3,008.46	37.6057					
	F36-3	84,236.01	7,019.67	3,239.85	40.4981					
	F36-4	90,712.12	7,559.34	3,488.93	43.6116					
FIRE PREVENTION CAPTAIN	F40-1	76,386.40	6,365.53	2,937.94	36.7242					
2080 HR PER YEAR	F40-2	82,260.53	6,855.04	3,163.87	39.5483					
	F40-3	88,583.69	7,381.97	3,407.06	42.5883					
	F40-4	95,394.95	7,949.58	3,669.04	45.8630					
FIREFIGHTER	328-1	59,672.64	4,972.72	2,295.10	28.6888	228-1	59,672.64	4,972.72	2,295.10	20.4920
	328-2	64,262.32	5,355.19	2,471.63	30.8953	228-2	64,262.32	5,355.19	2,471.63	22.0681
	328-3	69,202.98	5,766.92	2,661.65	33.2707	228-3	69,202.98	5,766.92	2,661.65	23.7648
	328-4	74,523.62	6,210.30	2,866.29	35.8287	228-4	74,523.62	6,210.30	2,866.29	25.5919
DRIVER/OPERATOR	332-1	65,868.97	5,489.08	2,533.42	31.6678	232-1	65,868.97	5,489.08	2,533.42	22.6198
	332-2	70,931.74	5,910.98	2,728.14	34.1018	232-2	70,931.74	5,910.98	2,728.14	24.3584
	332-3	76,386.40	6,365.53	2,937.94	36.7242	232-3	76,386.40	6,365.53	2,937.94	26.2316
	332-4	82,260.53	6,855.04	3,163.87	39.5483	232-4	82,260.53	6,855.04	3,163.87	28.2488
FIREFIGHTER/PARAMEDIC	333-1	67,514.07	5,626.17	2,596.69	32.4587	233-1	67,514.07	5,626.17	2,596.69	23.1848
	333-2	72,706.14	6,058.85	2,796.39	34.9549	233-2	72,706.14	6,058.85	2,796.39	24.9678
	333-3	78,296.90	6,524.74	3,011.42	37.6427	233-3	78,296.90	6,524.74	3,011.42	26.8877
	333-4	84,315.81	7,026.32	3,242.92	40.5364	233-4	84,315.81	7,026.32	3,242.92	28.9546
FIRE CAPTAIN	338-1	76,386.40	6,365.53	2,937.94	36.7242	238-1	76,386.40	6,365.53	2,937.94	26.2316
	338-2	82,260.53	6,855.04	3,163.87	39.5483	238-2	82,260.53	6,855.04	3,163.87	28.2488
	338-3	88,583.69	7,381.97	3,407.06	42.5883	238-3	88,583.69	7,381.97	3,407.06	30.4202
	338-4	95,394.95	7,949.58	3,669.04	45.8630	238-4	95,394.95	7,949.58	3,669.04	32.7593