



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** 6-15-17

**Staff Contact:** Nick Marano, City Manger. NMarano@Carson.org

**Agenda Title:** For Possible Action: To approve the Third Amended Collective Bargaining Agreement between Carson City and the Carson City Firefighters Association, Local #2251, I.A.F.F. (effective July 1, 2010 to June 30, 2023), with a fiscal impact of \$904,348.

**Staff Summary:** The City is in need of creating a Basic Life Support (BLS) program in order to reduce expenses to the City, make Advanced Life Support (ALS) more available to those in need, and minimize the use of mutual aid resources. The Association met with the City to discuss the implementation of the program, and the Association agreed to amend its collective bargaining agreement to include the basic life support program.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 30 minutes

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## **Proposed Motion**

I move to approve the Third Amended Collective Bargaining Agreement between Carson City and the Carson City Firefighters Association, Local #2251, I.A.F.F. (effective July 1, 2010 to June 30, 2023) with a fiscal impact of \$904,348.

## **Board's Strategic Goal**

Safety

## **Previous Action**

On April 1, 2010, after a public hearing, the Board of Supervisors approved the original collective bargaining agreement effective July 1, 2010-June 30, 2014. On July 1, 2010, the Board of Supervisors approved an amendment to the collective bargaining agreement changing Article 29 "Workforce Reduction Procedures" to allow a person who was promoted to Battalion Chief from a Captain's position to bump back into the Association if there was a reduction in force.

On July 5, 2012, after a public hearing, the Board of Supervisors approved another amendment to the collective bargaining agreement. The amendment changed Article 2 "Recognition" to allow the Association to recognize the Fire Prevention Captain.

On November 21, 2013, after a public hearing, the Board of Supervisors approved another amendment to the Collective Bargaining Agreement. The amendment extended the collective bargaining agreement through June 30, 2020, changed Article 5 "Salaries" to provide a 3% cost-of-living increase on July 1st in fiscal years 2018, 2019 and 2020 and changed Article 19 "Group Health Insurance" by removing the 47 years of age requirement for the medical subsidy upon retirement.

## **Background/Issues & Analysis**

Carson City Fire Department has experienced an increase in call volume from 4%-8% each year for the last 14 years, with a total increase of 61.5% since 2003. During this same time period the Department maintained a consistent staffing level, which has made it progressively more difficult to meet the increased call volume. Additionally, the expanded workload resulted in heightened stress levels and fatigue for Department personnel, with many leaving for positions in other local agencies with more manageable call volumes.

In 2016, the Carson City Fire Department deployed a BLS ambulance. During the trial period of 200 days, this program responded to approximately 4.4 BLS calls per day, freeing the Department's ALS units to respond to more critical patients. However, due to contractual issues, the program was unfortunately cancelled.

The permanent addition of this ambulance program with minimum BLS staffing will help to address the increased call volume, as well as alleviate some of the stress on personnel due to the current workload. Additionally, having this additional resource will reduce the department's dependence on mutual aid resources. Both parties agree that this is a much-needed resource.

The decision was made to place the BLS Patient Care Technicians into the Collective Bargaining Agreement with the Firefighter/Paramedics. This determination was made after a community of interest analysis was performed, which is required by NRS 288.170 when an employer creates a new job category that is appropriate for collective bargaining. See generally, NRS 288.170. Local 2251 is a group of mostly firefighter/paramedics, and emergency medical technicians (EMTs) who are emergency responders. The BLS Patient Care Technicians will be certified basic EMTs who will perform emergency response and be dispatched to calls that require the basic life support services for which they are certified.

By signing this agreement, Carson City will have the ability to budget salaries and benefits for the Local #2251 members until 2023. In addition, a BLS ambulance will be placed into service. This additional resource will lessen the need for mutual aid ambulance requests to transport citizens of Carson City, thus decrease costs and increase revenue for the City.

The following changes to the Collective Bargaining Agreement are proposed:

Article 1: Preamble and Capitalized Terms: This section was added to define capitalized terms that are used throughout the contract.

Article 2: Recognition Clause: Deleted capitalized terms with defined categories as they are now defined in Article 1.

Article 3: Strikes, Lockouts, and Discrimination: Antidiscrimination clause was changed to be consistent with NRS Chapter 613.

Article 5: Salaries: Language in this article was extended to FY 2023. 5.1 was created to address the BLS Members.

Article 6: Merit Salary Increases: Pay increases for BLS Patient Care Technician positions will be based on the employee's performance review with a 3.0% increase for meets expectations, 4.5% increase for above expectations and 5.5% increase for outstanding.

Article 7: Hours of Work: Language added to address 10 hour shift Association Members.

Article 8: Overtime: 8.5 Establishes overtime procedures for non-safety staffing events and clarifies that BLS members will not be offered overtime except in rare cases and only upon approval by the Fire Chief.

Article 9: Safety Staffing: Establishes how the staffing will occur for both the Fire Suppression Personnel, and the BLS Ambulance. Also establishes response type and procedure of the BLS calls. 9.5 deletes volunteers from Hazmat Response as the Fire Department no longer uses volunteers.

Article 11: Holidays and Holiday Pay: BLS Member holiday pay language added that is consistent with the holiday pay received by the Fire Suppression and Fire Prevention Members. PERS holiday contribution language added which was copied from the Carson City Employee's Association contract.

Article 13: Addresses shift trades between FS & FP Members, and sets forth guidelines for shift trades with BLS Members.

Article 15: Retirement Contributions: PERS contribution language added so the BLS Members would be included.

Article 16: Personal Protective Equipment and Clothing: BLS Member uniform language added to the contract, with additional language to allow the Fire Suppression Members, at their expense, to wear leather helmets. Also increases the amount of uniform allowance for Fire Prevention Employees from \$700 to \$1200 per year.

Article 17: Repair or Replacement of Personal Property: Language added requiring the City to pay the cost to replace a leather helmet up to the cost of the standard issue thermo-plastic helmet.

Article 18: Group Life Insurance: BLS Member life insurance language added that provides the employee with a policy of \$20,000.00.

Article 19: Group Health Insurance: BLS Member health insurance language added that provides 100% paid coverage for employee and 65% paid coverage for dependents, which is identical to the Carson City Employee's Association contract. Language also added that provides the BLS Patient Care Technician employee with the same retiree medical subsidy as the other Union members.

Article 20: Physical Examinations: Language added to include annual physical examinations for BLS Members as BLS Members may be exposed to communicable diseases as part of their job duties.

Article 22: Annual Leave-BLS Members: BLS Patient Care Technician annual leave language added which was copied from the Carson City Employee's Association contract.

Article 24: Sick Leave -- FS & FP Members: Language added to allow an FS or FP Member who dies in the line of duty to be paid out 100% of their accrued sick leave regardless of length of service.

Article 25: Sick Leave -- BLS Members: BLS Patient Care Technician sick leave language added which is almost identical to the Carson City Employee's Association contract. Also added language to allow a BLS Member who dies in the line of duty to be paid out 100% of their accrued sick leave regardless of length of service.

Article 29: Association Business: A section was added which allows Association Members to donate up to 500 hours of their leave time to be used for Association business.

Article 30: Work Force Reduction Procedures: Establishes that ranking will be determined on the date of hire in accordance with the Department Policy. Also establishes layoff procedure and ranking for BLS Members.

Article 36: Establishes that personnel files will be in the Human Resources Department and that an oral warning will be documented in the supervisor's file. Also establishes that written reprimands will be stored in the Human Resources Department.

Article 45: Longevity Pay- BLS Patient Care Technician Employees: BLS Patient Care Technician longevity payment language added which was copied from the Carson City Employee's Association contract.

Article 46: Minimum Training, Licensing and Certification: Language added that all fire suppression personnel must receive 400 hours, rather than 200 hours, of training prior to being assigned to a shift unless management and the Association agree that the hours can be reduced based upon the new hires previous training and experience.

Other changes: There are other articles with changes as outlined in the supporting documentation (see FFA Contract 2010 - 2023\_Redline 6-5-17\_Final Draft). The other changes are either formatting changes, renaming terms (for consistency), or other non-substantive changes.

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 288 (Relations Between Governments and Public Employees).

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: Fire Department Salaries and Wages and Employee Benefit Accounts

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: The estimated fiscal impact of this Amendment to the CBA is the amount by which the proposed revisions exceed the current contract provisions that were used to develop the FY 18 Budget and the long-term budget projections. No impact has been included for provisions of the agreement that were not revised.

The total fiscal impact is estimated at \$895,348 for the addition of the BLS Members to this contract. These costs will initially be funded from savings in the Wildland Fire Management Department in the General Fund (101-2545). This budget was originally developed when the Sierra Forest Fire Protection District was dissolved and the Carson City Fire Department took over these functions. The savings in this Department over the past few years have been used to fund fuels reduction and various other Fire Department programs. These savings will now be used to cover the costs of the BLS Program until the revenue generated by the program will make it self sustaining. The BLS Program will be accounted for in the Ambulance Enterprise Fund.

Article 16 has been changed to increase the amount of uniform allowance for Fire Prevention Employees from \$700 to \$1,200 per year. The fiscal impact of this change is \$1,500 annually through FY 2023.

The provisions in Article 5 to extend the 3% cost of living increases through FY 2023 have not been included in the total fiscal impact calculation because these amounts have already been included in the long term projections developed during the FY 18 Budget process. The cost of the annual 3% increase ranges from \$205,000 in FY 21 to \$219,000 in FY 23 including PERS.

**Alternatives**

Decline to enter into this amended contract agreement with the Firefighters Union Local #2251. This action would not enable the Fire Department to employ a BLS service.

**Board Action Taken:**

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

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

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(Vote Recorded By)