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Collective Bargaining Agreement (Between Carson City & Carson City Fire
Fighters Association #2251) regarding Supervisory Unit (Battalion Chiefs)

Title of Document (required)

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___ Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

___ Judgment – NRS 17.150(4)

___ Military Discharge- NRS 419.020(2)

Signature

Printed Name

COLLECTIVE BARGAINING AGREEMENT

between

Carson City

and the

**Carson City Fire Fighters Association, Local # 2251 of the
International Association of Fire Fighters**

regarding

Supervisory Unit (Battalion Chiefs)

(Effective from July 1, 2023 through June 30, 2027)

Contents

ARTICLE 1 PREAMBLE AND DEFINED TERMS 1

ARTICLE 2 RECOGNITION 1

ARTICLE 3 STRIKES, LOCKOUTS, AND DISCRIMINATION 1

ARTICLE 4 RIGHTS OF MANAGEMENT 2

ARTICLE 5 RESIDENCE AND MINIMUM CONSTANT SAFETY STAFFING 2

ARTICLE 6 SALARIES 3

ARTICLE 7 MERIT SALARY ADJUSTMENTS 3

ARTICLE 8 HOURS OF WORK AND OVERTIME 3

ARTICLE 9 HOLIDAYS AND HOLIDAY PAY 5

ARTICLE 10 EDUCATIONAL COSTS AND INCENTIVE PAY 6

ARTICLE 11 TRADES 7

ARTICLE 12 PAYROLL DEDUCTIONS 8

ARTICLE 13 RETIREMENT CONTRIBUTIONS 8

ARTICLE 14 CLOTHING ALLOWANCE 8

ARTICLE 15 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY 9

ARTICLE 16 GROUP LIFE INSURANCE 9

ARTICLE 17 GROUP HEALTH INSURANCE 9

ARTICLE 18 PHYSICAL EXAMINATIONS 13

ARTICLE 19 ANNUAL LEAVE 14

ARTICLE 20 MILITARY LEAVE 16

ARTICLE 21 SICK LEAVE 16

ARTICLE 22 WORKERS' COMPENSATION LEAVE 22

ARTICLE 23 COURT LEAVE 23

ARTICLE 24 LEAVE OF ABSENCE 24

ARTICLE 25 ASSOCIATION BUSINESS 24

ARTICLE 26 BULLETIN BOARDS 24

ARTICLE 27 WORKFORCE REDUCTION 24

ARTICLE 28 GRIEVANCE PROCEDURES 25

ARTICLE 29 LAWSUITS AGAINST EMPLOYEES 27

ARTICLE 30 AMENDING PROCEDURE..... 29
ARTICLE 31 CORRECTIVE ACTION AND PERSONNEL FILES 29
ARTICLE 32 SAVINGS CLAUSE..... 30
ARTICLE 33 RESERVATION OF RIGHTS 30
ARTICLE 34 SAFETY AND HEALTH 30
ARTICLE 35 MANAGEMENT LEAVE 31
ARTICLE 36 JUST CAUSE 31
ARTICLE 37 ADOPTION AND DURATION OF AGREEMENT 31
ARTICLE 38 WAIVER OF AMBULANCE FEES 32
ARTICLE 39 LONGEVITY PAY 32
ARTICLE 40 PARITY..... 33
ARTICLE 41 LICENSING AND CERTIFICATION 33
ARTICLE 42 RULES AND REGULATIONS 34

ARTICLE 1 PREAMBLE AND DEFINED TERMS

1.1 Preamble. This Agreement is entered into by and between the consolidated municipality of Carson City and Local # 2251, I.A.F.F., Carson City Fire Fighters Association.

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

1.2 Defined Terms.

Capitalized terms used throughout this Collective Bargaining Agreement shall have the meanings given to them in this section unless otherwise specified.

Agreement: This Collective Bargaining Agreement.

Association: Local #2251, I.A.F.F., Carson City Fire Fighters Association.

Employee(s): Full-time Carson City Fire Department employees with the classification or equivalent rank of Battalion Chief, which includes the Fire Marshal, and excepting all other employees in the Fire Department.

Employer or City: The Consolidated Municipality of Carson City.

Fire Marshal: The Battalion Chief assigned to the Fire Prevention Division.

ARTICLE 2 RECOGNITION

Employer recognizes the Association as the exclusive bargaining agent for the Employees for the purposes of NRS Chapter 288.

ARTICLE 3 STRIKES, LOCKOUTS, AND DISCRIMINATION

3.1 Neither Association nor Employees will strike against Employer under any circumstances. As used in this article, "strike" means any concerted:

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

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

3.3 Employer will not discriminate against an Employee because of race, color,

religion, sex, sexual orientation, gender identity or expression, age, physical or visual handicap, national origin, or because of political or personal reasons or affiliations.

ARTICLE 4 **RIGHTS OF MANAGEMENT**

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

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

ARTICLE 5 **RESIDENCE AND MINIMUM CONSTANT SAFETY STAFFING**

5.1 Employees shall not be required to reside within Carson City but must reside within sixty (60) minutes of Fire Station 51.

5.2 Employer will maintain a minimum of one (1) fire suppression-qualified Battalion Chief (“Suppression Battalion Chief”) on duty per 24 hour shift to provide incident- and shift-management.

5.3 When it becomes necessary to fill a Suppression Battalion Chief vacancy to maintain proper staffing levels under Section 5.2, attempts to fill such vacancy shall first be offered to Suppression Battalion Chiefs currently on 56-hour assignments, then Suppression Battalion Chiefs currently on 40-hour assignments, then acting Suppression Battalion Chiefs currently on 56-hour assignments.

5.4 Members shall be mandatorily retained or recalled on overtime to provide said

minimum safety level of personnel.

ARTICLE 6 SALARIES

6.1 Effective July 1, 2023 (FY 2024), Employees will receive a 5% cost of living increase. See Appendix A.

6.2 Effective July 1, 2024 (FY 2025), Employees will receive a 3% cost of living increase. See Appendix A.

6.3 Effective July 1, 2025 (FY 2026), Employees will receive a 3% cost of living increase. See Appendix A.

6.4 Effective July 1, 2026 (FY 2027), Employees will receive a 3% cost of living increase. See Appendix A.

ARTICLE 7 MERIT SALARY ADJUSTMENTS

7.1 Upon the recommendation of the Fire Chief, Employees shall receive step increases in increments of one step per year, provided the Employee receives a “meets expectations” or better on his/her annual evaluation. See Appendix A. Merit increases shall not exceed the maximum of the Employee’s approved salary range as established in Article 6.

7.2 Merit salary increases must be approved by the Fire Chief.

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

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

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

ARTICLE 8 HOURS OF WORK AND OVERTIME

A. Hours of Work:

8.1 24- and 40-Hour Assignments.

a. Twenty-four (24) hour shift Employees will work from 8:00 a.m. to 8:00 a.m. commencing on the first, second, seventh, eighth, thirteenth, fourteenth, nineteenth, and twentieth day of each tour of duty for a total of 2,912 hours per year. This set consists of two consecutive twenty-four hour shifts (48 hours) on duty and four consecutive twenty-four hour periods off duty (96 hours).

- b. Forty (40) hour assignment Employees will be assigned to either:
1. Eight (8) hour shifts, five (5) days a week, for an average of forty (40) hours per week and a total of 2,080 hours per year; or
 2. Ten (10) hour shifts, four (4) days a week, for an average of forty (40) hours per week for a total of 2,080 hours per year.

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

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

B. Overtime:

8.4 For the purposes of Section 8.5 and Article 35, the following duties comprise the exhaustive list of Employee duties eligible for overtime (hereinafter, "Overtime Eligible Activities"):

- a. Providing coverage for an operational Battalion Chief shift (i.e. 56-hour assignment coverage);
- b. Being recalled or retained to assist with emergency incident response;
- c. Being deployed under a mutual aid agreement; and/or
- d. Attending training needed to maintain certificates or qualifications that are required for Employees to perform their job duties.

8.5 Subject to the exceptions at Section 8.6, Employees who, at the request of their supervisor, perform Overtime Eligible Activities outside their regular shift or hours, shall be entitled to overtime pay at the rate of one-and-one half (1.5) times their regular pay, for each hour, or portion thereof, of overtime worked on Overtime Eligible Activities. Overtime pay shall be earned in increments of one-half ($\frac{1}{2}$) hour.

8.6 Overtime exceptions:

- a. The Fire Marshal is not eligible for overtime. However, if the Fire Marshal is required to work a considerable number of hours outside of his or her normal work week, the Fire Chief will make every effort to allow the Fire Marshal to adjust his or her regular

work schedule to offset the additional hours worked.

b. If an Employee on a 40-hour assignment volunteers for overtime covering a 56-hour operational Battalion Chief assignment, that Employee will earn overtime at one-and-a-half (1.5) times his or her 56-hour rate, not his or her 40-hour rate. If an Employee on a 40-hour assignment is mandated to cover a 56-hour Battalion Chief assignment, that Employee will earn overtime at one-and-a-half (1.5) times his or her 40-hour rate.

8.7 Overtime pay will be added to the Employee’s pay for the period in which the overtime is worked, as reported on the Employee’s time sheet.

ARTICLE 9 HOLIDAYS AND HOLIDAY PAY

9.1 The following days shall be observed as legal holidays:

New Year’s Day	January 1
Martin Luther King’s Birthday	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Day after Thanksgiving
Christmas Day	December 25

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

9.3 Employees who are assigned to eight-hour shifts shall be granted the day off and receive pay for eight hours, computed at their regular hourly rate, for each legal holiday which falls on their regular workday.

9.4 Employees who are assigned to 10-hour shifts shall be granted a day off within the pay period if the holiday does not fall on their regular workday. That day off will be paid for the number of hours in his or her regular workday.

9.5 Employees assigned to 24-hour shifts shall receive either (a) 14 hours of additional pay for each holiday provided for in Article 9, or (b) 14 hours added to their annual leave pool on an hour for hour basis for each holiday provided for in Article 9, whether on duty or not, as full compensation for such holidays. This election must be declared by December 1 of each year for

the following fiscal year.

ARTICLE 10 EDUCATIONAL COSTS AND INCENTIVE PAY

10.1 Educational Costs.

a. Employees pursuing a degree or certificate that the Fire Chief determines is related to their current job classification shall be reimbursed tuition and book costs up to \$2,000.00 per semester upon completion of a course toward one of those designations set forth in section 10.2 if the Employee earns a grade of C or better and presentation of receipts demonstrating his or her payment of tuition and/or book costs. An Employee who receives a scholarship is only entitled to reimbursement of out-of-pocket expenses incurred in paying tuition or purchasing books.

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

10.2 Incentive Pay.

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

- | | | |
|----|--|---------------------|
| 1. | A.A. degree from an
accredited United States school | 2.5% added biweekly |
| 2. | B.A. or B.S. degree from an
accredited United States school | 2.5% added biweekly |
| 3. | Fire Officer 3 or 4 Certificate | 2.5% added biweekly |
| 4. | Executive Fire Officer
Certificate issued by the
National Fire Academy | 2.5% added biweekly |

b. EMT/Paramedic Incentive: For Employees, except the Fire Marshal, either:

1. 2.5% added biweekly for an EMT II Advanced certification as determined by State standards; or
2. 6% added biweekly for a Paramedic certification as determined by State standards.

c. Specialty Team Incentive: Employees assigned, in writing by the Fire Chief, to manage one or more specialty team(s) will receive incentive pay of three percent (3%) added biweekly during the course of said assignment(s). The minimum qualifications and annual training and competency requirements for managing each team will be defined by the Fire Chief in a specialty team policy. Employees managing the following teams are eligible for specialty team incentive pay:

1. HAZMAT Team;
2. Technical Rescue Team; and
3. Water Rescue Team.

d. Spanish Incentive: An Employee who is expected by the Employer to fluently speak, read or write in Spanish in the performance of his or her job at least three (3) times per week shall receive 2.5% added biweekly to the Employee's base salary for the duration of such an assignment. The Fire Chief has the final authority to determine whether the use of Spanish is expected. The Employer may require testing to determine whether the Employee is fluent in Spanish so as to be eligible for this benefit.

e. Administrative Incentive: Employees assigned to an administrative position on a 40 hour week will receive an additional ten percent (10%) of their base pay. This incentive is not available for, and does not apply to: (i) the Fire Marshal position, (ii) personnel assigned to light duty, or (iii) Employees that did not hold the position of Battalion Chief on June 30, 2023.

f. POST Incentive: Up to one (1) Employee that holds and maintains a Nevada Reserve POST or higher certificate shall be selected at the Fire Chief's discretion to receive incentive pay of three percent (3%) added biweekly if the Fire Department operates a Tactical Emergency Medical Services Program.

10.3 All incentive pay provided in this article shall be paid as a percentage of base pay. There shall be no compounding of additional pay.

10.4 An Employee who receives any of the incentive payments listed in this Article is restricted to receiving incentive pay additions totaling no more than 15% in the aggregate. This percentage cap does not apply to incentive pay for administrative assignments.

ARTICLE 11 TRADES

Employees may exchange or trade work hours or shifts provided it does not interfere with

the effective operation of the Fire Department. All trades are subject to prior approval of the Fire Chief or his/her designee. An Employee who agrees to work a trade is responsible for filling the shift he or she agreed to work, at no cost to the City. Employees who fail to fulfill the shift trade agrees to repay the City for the cost of the loss over a period of four (4) pay periods if the City incurs overtime costs to cover the shift trade.

ARTICLE 12 PAYROLL DEDUCTIONS

12.1 Employees may authorize biweekly deductions from their wages for Association dues, group insurance, and deferred compensation programs, and such other purposes as Employer may approve. Such authorizations must be filed with the Employer's Chief Financial Officer on forms provided by the Employer.

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

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

ARTICLE 13 RETIREMENT CONTRIBUTIONS

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

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

ARTICLE 14 CLOTHING ALLOWANCE

Employer will pay each Employee one thousand-two hundred dollars (\$1,200) per year

toward the cost of uniforms. Payments shall be made in two equal installments on the first payday in December and the last payday of June.

ARTICLE 15 **REPAIR OR REPLACEMENT OF PERSONAL PROPERTY**

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

- a. Watches up to \$50.
- b. Prescription eyeglasses/contact lenses up to a maximum of \$300 of repair or replacement costs.
- c. Hearing aids up to a maximum of \$500 of repair or replacement costs.
- d. Leather helmet up to the replacement cost of the Department's standard issue thermo-plastic helmet.

ARTICLE 16 **GROUP LIFE INSURANCE**

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

ARTICLE 17 **GROUP HEALTH INSURANCE**

17.1 All Employees, except those on a 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.

17.2 Employer-Employee Share of Premium.

- a. Employer shall pay 100% of the Employee's premium for group health insurance and 75% of the dependents' premium for group health coverage, for the cost of the plan selected by the Employee except that the City will only pay 50% of dependent coverage if the Employee elects coverage under the high deductible plan. If the City offers only a high deductible plan to its employees, then the Employee will receive a subsidy of 75% toward the covered dependent's group health insurance premiums under that plan.
- b. The Employee shall have the option of converting the health insurance at the time of his or her 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 dependents' 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 benefit provided in Section 17.2(c), the bargaining unit Employee/retiree of the Carson City Fire Department will have (i) a minimum of 20 continuous years of full-time service with the Carson City Fire Department; and (ii) actually retired under the Nevada PERS retirement qualifications in existence on the date of retirement.

2. The City will pay premiums for:

(a) The bargaining unit Employee/retiree from the effective date of Nevada PERS retirement until death. After the retiree reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the retiree will be reduced to either (i) 50% of the eligible "single employee with Medicare premium," or (ii) the payment to which the retiree would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City employees, were the retiree eligible for insurance contribution under the policy or regulation. The retiree shall, in the retiree's sole discretion, elect between (i) and (ii) at the time of Medicare eligibility. Under both (i) and (ii), such coverage under the City's group insurance plan is secondary to Medicare coverage. Provided that, if Medicare age has 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 (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 of being eligible to qualify as a retiree covered by the insurance plan, as modified from time-to-time, or required by law.

(b) The spouse of the bargaining unit Employee/retiree (current at time of the Employee's separation from the City) until death or divorce. After the spouse reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the spouse will be reduced to 25% for the "single dependent with Medicare premium." After reaching the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, 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 or age 65, whichever occurs first, the spouse must comply with any requirements pertaining to Medicare which are imposed by the City's insurance carrier, as a precondition of 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 the separation. After the dependent reaches the eligibility age or is otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance premium paid by the City on behalf of the dependent will be reduced to 25% of the "single dependent with Medicare premium." After reaching the eligibility age or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, 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 or is otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, the

dependent must comply with any requirements pertaining to Medicare which are imposed by the City's insurance carrier, as a precondition of 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 the 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 to retire from the Carson City Fire Department under NRS 616A to 617, inclusive, (Work Related Injury or Illness) or as a Nevada PERS disability retirement, this benefit will be prorated for the Employee at 5.0% per year of service after the Employee has worked for the Carson City Fire Department for ten (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 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 spouses or dependents and does not trigger any spousal or dependent benefits under this Article.

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

4. This provision of the contract is in exchange for a permanent 1.0% reduction

in the bargaining unit Employee's biweekly base salary, effective on and after February 1, 2005 and a 2.0% reduction in the bargaining unit Employee's bi-weekly base salary, effective on and after July 1, 2012. Should the Retirement Insurance benefit provided for in this Article be eliminated, the 3.0% reduction in the Employee's biweekly base salary shall be restored on and after the effective date of the elimination of this benefit.

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

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

ARTICLE 18 PHYSICAL EXAMINATIONS

18.1 All Employees shall have annual physical examinations completed by a duly licensed physician in accordance with the requirements of NRS 617.455 and NRS 617.457. Examinations will be performed by the Employer's physician. The examination will be at the Employer's expense.

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

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

18.4 Employees may request mileage reimbursement for travel to and from physical examination appointments under Employer's Vehicle Use Policy.

18.5 If Employee is required to attend an annual physical examination appointment outside of his or her regularly scheduled shift, Employees are entitled to overtime pay for attending physical examinations, as follows:

- a. For blood draws, Employees will receive overtime for either 30 minutes or their actual time spent, whichever is greater; and
- b. For physical examination parts A and B combined, Employees will receive overtime for either two (2) hours or their actual time spent, whichever is greater.

18.6 Employer shall also provide at its expense immunizations and screening as are

necessary to comply with all applicable OSHA, Federal, State, and local regulations and such additional immunizations and screening as deemed necessary by the Fire Chief.

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

18.8 Voluntary Cancer Screening.

- a. Employer agrees to make reasonable efforts to contract with a qualified medical provider offering cancer screening in the Reno or Carson City area that is consistent with NFPA 1582 ("Medical Provider") and that Employees can voluntarily submit to every two years.
- b. Employer will cover the actual cost of such cancer screening with the Medical Provider every two years for each Employee that elects to participate, up to a maximum amount of \$300 for each Employee every two years. If the actual cost of the cancer screening with the Medical Provider exceeds \$300, the Employee participating will be responsible for paying all costs in excess of \$300.

ARTICLE 19 **ANNUAL LEAVE**

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

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

19.3 Accrual Rate.

- a. Employees shall accrue annual leave at the following rates:

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

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

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

19.4 Vacation Pay. An Employee shall be paid his/her regular hourly rate for each hour of annual leave used.

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

19.6 Minimum Vacation Time.

a. The minimum period of annual leave that may be used by an Employee is as follows:

1. For Employees on 24-hour assignments, the minimum period of annual leave shall be four (4) hours; and
2. For Employees on 40-hour assignments, the minimum period of annual leave shall be one (1) hour.

b. Fractions of an hour shall be rounded up to the next whole hour.

19.7 Advanced Leave. Under special circumstances, annual leave may be advanced to an Employee. Requests for advanced leave must be fully justified and approved at the discretion of the Fire Chief and the City Manager. Each request will be considered separately on its own merits.

19.8 Separation From City Employment.

a. An Employee who is about to resign, retire under the provisions of the Nevada

Public Employees Retirement System, or is being laid off without fault on his/her part, may either be (i) granted sufficient time to use his/her accrued annual leave before the effective date of resignation, retirement, or layoff, or (ii) paid a lump sum for such accrued leave at his/her regular hourly rate. If the Employee opts to use accrued leave under this subsection, annual leave will not continue to accrue during that period.

b. Employees shall give the Fire Chief written notification at least two (2) weeks prior to resignation. Except in emergencies approved by the Fire Chief or his designee, which approval shall not be unreasonably withheld, if the Employee fails to provide at least two weeks' notice, he or she shall waive the ability to receive a lump sum payment for 80 hours (for Employees on 40-hour assignments) or 112 hours (for Employees on 24-hour assignments) of accrued annual leave. The forfeiture of the right to receive said lump sum payment shall not waive the right to take said time as time off.

19.9 Death of Employee. Upon the death of an Employee, a lump sum payment for his/her accrued leave will be made to his/her beneficiary or estate, upon receipt of proof of death and the beneficiary.

ARTICLE 20 MILITARY LEAVE

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

ARTICLE 21 SICK LEAVE

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

21.2 Qualifying Period. There is no qualifying period.

21.3 Accruals. Employees accrue sick leave at the following rates:

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

The “Maximum Payout” noted above applies to compensation for unused sick leave. The maximum payout does not apply to actual sick leave accrual and use.

21.4 Authorized Use of Sick Leave.

a. For the purposes of this section, “immediate family” is anyone covered by that term under the FMLA.

b. Sick leave with pay may be granted only upon approval of the Fire Chief in the case of bona fide illness of an Employee for personal illness or disability, personal medical appointments, quarantine or communicable disease, maternity, paternity, adoption or family sick leave, defined as illness, disability or communicable disease in the immediate family.

c. Family sick leave includes parental leave as limited in section 21.8 of this Article. Family sick leave with pay shall be limited to a maximum of six shifts per calendar year, except that in the case of death or serious illness of any member of the Employee's immediate family. The Fire Chief may approve additional family sick leave at his/her discretion.

d. The minimum period of sick leave that may be used by an Employee is as follows:

1. For Employees on 24-hour assignments, the minimum period of sick leave shall be four (4) hours; and
2. For Employees on 40-hour assignments, the minimum period of sick leave shall be one (1) hour.

e. Fractions of an hour shall be rounded up to the next whole hour.

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

21.6 Forfeiture of Sick Leave. No Employee shall be entitled to use sick leave while

absent from duty on account of any of the following:

- a. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his/her willful misconduct.
- b. Disability arising from any conduct which is in violation of a federal, state, or local statute, written city or departmental policy, or a direct order of the Fire Chief.
- c. Sickness or disability sustained while on leave without pay.

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

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

21.8 Pregnancy and Parental Leave.

a. For Employees that are pregnant, light duty status may be provided during pregnancy when, upon recommendation of the Employee's personal physician, she is unable, for medical reasons, to perform usual fire suppression tasks or other typical duties. The decision to provide light duty status shall be at the sole discretion of the Fire Chief, but shall not affect the safety of the pregnant employee. Sick and annual leave shall continue to accrue during this light duty assignment. At no time shall the Employee lose any seniority as the result of this light duty assignment.

b. For Employees not giving birth, absence from work due to the birth or adoption of Employee's child shall be specifically defined as illness of a member of the immediate family, and any leave granted will be limited to those shifts as prescribed in Section 21.4(c).

21.9 Family Medical Leave. The City will comply with the requirements of the Family Medical Leave Act (FMLA) and apply the City's Family Medical Leave Policy.

21.10 Catastrophic Leave.

a. Definitions.

1. The term "catastrophe" means an occurrence or condition whereby an employee is rendered unable to perform the duties of his or her position because of a serious non-industrial/non-work related illness or accident which is life

threatening or which will require a lengthy convalescence.

2. The term “lengthy convalescence” means a period of disability which an attending physician determines will exceed ten (10) weeks.

3. The term “life threatening” means a condition which is diagnosed by a physician as creating a substantial risk of death.

4. The term “employee” as used in this Article includes all regular City employees who are eligible to earn or accrue and use sick leave.

b. The Catastrophic Leave Account.

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

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

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

4. The maximum number of hours which may be transferred in any one calendar year is 100 for 40-hour employees and 120 for 24-hour employees. The minimum number of hours which may be transferred in any one calendar year is 24 hours. Leave will be placed in a pool for the use of any eligible City employee unless an employee transfers hours to the catastrophic leave account for use by a particular eligible employee.

5. Any hours of leave which are transferred from any employee’s account to the catastrophic leave account, whether to the account in general or to a specific eligible employee’s account, may not be returned or restored to that employee. This provision does not prevent the employee from receiving leave pursuant to this Article.

c. Request for Catastrophic Leave.

1. An employee who is physically affected by a catastrophe as defined above may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his or her account. The maximum number

of hours that may be transferred to an employee pursuant to this section is 320 per catastrophe for 40 hour employees and 480 for 24-hours employees. Catastrophic leave may not be used when the catastrophe is a member of the employee's immediate family. Catastrophic leave is limited to catastrophes which befall the employee.

2. The request must include:
 - (a) The employee's name, title, and classification; and
 - (b) A description of the catastrophe and the expected duration of the convalescence.
3. An employee may not receive any leave from the catastrophic leave account until he or she has used all his or her accrued annual, sick and other paid leave.
4. An employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.

d. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used.

1. The City Manager or his/her designee shall review the status of the catastrophe of the employee using catastrophic leave and determine when the right to such leave no longer exists.
2. The City Manager or his/her designee may require written substantiation of the catastrophic condition which is life threatening or which will result in a lengthy convalescence by a physician of his or her choosing. The cost of such written substantiation shall be borne by the employee.
3. The City Manager or his/her designee shall not grant any hours of leave from catastrophic leave account after:
 - (a) The catastrophe ceases to exist; or
 - (b) The employee who is receiving the leave resigns or his or her employment with the City is terminated.
4. Any leave which is received from the catastrophic leave account which was not used at the time the catastrophic condition ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.

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

21.11 Compensation for Unused Sick Leave. Compensation for unused sick leave is subject to the maximum payout of sick leave established by Section 21.3.

a. Eligibility and compensation rates for unused sick leave.

1. Upon death, retirement, or resignation an Employee with 10-14 years of Carson City Fire Department service will be paid thirty-three and one-third (33-1/3) percent of his or her accrued sick leave up to (i) 1512 hours for an Employee assigned to a 24-hour shift on the date of death, termination or retirement, or (ii) 1080 hours for an Employee on a 40-hour assignment on the date of death, termination or retirement. That thirty-three and one-third (33-1/3) percent will be based on the Employee's regular rate including incentive pay but excluding temporary duty pay, on the date of death, termination or retirement.

2. Upon death, retirement, or resignation an Employee with 15-19 years of Carson City Fire Department service will be paid fifty (50) percent of his or her accrued sick leave up to (i) 1512 hours for an Employee assigned to a 24-hour shift on the date of death, termination or retirement, or (ii) 1080 hours for an Employee on a 40-hour assignment on the date of death, termination or retirement. That fifty (50) percent will be based on the Employee's regular rate including incentive pay but excluding temporary duty pay, on the date of death, termination or retirement.

3. Upon death, retirement, or resignation an Employee with 20-24 years of Carson City Fire Department service will be paid seventy-five (75) percent of his or her accrued sick leave up to (i) 1512 hours for an Employee assigned to a 24-hour shift on the date of death, termination or retirement, or (ii) 1080 hours for an Employee on a 40-hour assignment on the date of death, termination or retirement. That seventy-five (75) percent will be based on the Employee's regular rate including incentive pay but excluding temporary duty pay, on the date of death, termination or retirement.

4. Beginning July 1, 2012 an Employee who dies or retires with 25 years of

Carson City Fire Department Service or more will be paid one-hundred (100) percent of his/her accrued sick leave up to (i) 1512 hours for an Employee assigned to a 24-hour shift on the date of death or retirement, or (ii) 1080 hours for an Employee on a 40-hour assignment on the date of death or retirement. That one-hundred (100) percent will be based on the Employee's regular rate including incentive pay but excluding temporary duty pay, on the date of death or retirement.

- b. An Employee who dies in the line of duty shall have 100% of his or her sick leave paid out to his or her designated beneficiary or his or her estate if he does not designate a beneficiary, regardless of length of service.

ARTICLE 22 **WORKERS' COMPENSATION LEAVE**

22.1 Absence due to an injury arising out of and in the course of employment and subsequently deemed to be compensable by the City's Claims Administrator shall not be charged against an Employee's sick, management, or annual leave for a period not to exceed ninety (90) calendar days from the date of injury. During this time, the Employer shall provide full salary to the Employee upon the condition that the Employee shall endorse and deliver to the Employer any benefits received pursuant to NRS Chapter(s) 616A to 617, inclusive.

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

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

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

22.5 When management leave has been exhausted, if the Employee is still unable to work, accrued annual leave time shall be used to supplement workers' compensation benefits to maintain full salary. Such accrued annual leave time shall be charged only to the extent not

reimbursed by workers' compensation.

22.6 When accrued annual leave has been exhausted, the Employee shall receive no further supplemental compensation from the Employer but shall continue to receive any workers' compensation benefits to which the Employee is entitled under NRS Chapters 616A to 617, inclusive.

22.7 If an Employee is leaving the Employer's employment because he or she is permanently and totally disabled under NRS Chapters 616A to 617, inclusive, from working in the job classification in which he or she is employed, he or she is entitled to use any accrued sick leave and annual leave prior to leaving.

22.8 Employee benefits, sick leave, management leave, and annual leave shall continue to accrue so long as the Employee is eligible for full salary as provided above.

ARTICLE 23 **COURT LEAVE**

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

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

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

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

23.5 In cases related to Employer business, if the Employee uses his/her own private vehicle to travel, the Employee shall retain the mileage allowance.

ARTICLE 24 LEAVE OF ABSENCE

Leave, with or without pay, may be granted pursuant to the terms of Employer's rules, regulations and policies governing leaves of absence.

ARTICLE 25 ASSOCIATION BUSINESS

25.1 Employees who are required to appear for grievance proceedings, and the addition of one (1) other Employee acting as Association representative, shall be allowed to attend grievance hearings without loss of pay or accrued annual leave.

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

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

ARTICLE 26 BULLETIN BOARDS

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

ARTICLE 27 WORKFORCE REDUCTION

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

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

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

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

rank before any other employee is promoted to that rank.

27.4 An Employee who is laid off shall be offered reemployment to the rank of Battalion Chief before any other employee is promoted to the rank of Battalion Chief. 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 (10) working days after it is received. Failure to respond within the time period may be treated as a rejection of the offer and the forfeiture of the Employee's seniority and reemployment rights within the department.

ARTICLE 28 GRIEVANCE PROCEDURES

For the purposes of this Article, the term "administrative working days" means Monday through Friday, except holidays recognized under Article 9.

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

28.1 The grievant shall present a written grievance to the Fire Chief within fifteen (15) administrative working days of the time that the grounds for grievance are known or reasonably should have been known.

28.2 If the Fire Chief denies the grievance or fails to respond to the grievance within ten (10) administrative working days, the grievant shall submit the grievance to the City's Human Resources Director within five (5) administrative working days to initiate mediation, which is the next step of the Agreement's grievance procedure. If the grievance is timely submitted to the Human Resources Director, the Human Resources Director shall, by written notice to all parties concerned within five (5) days of receipt of the written grievance, direct that the parties proceed to non-binding mediation. Mediation should be held within twenty-one (21) administrative working days of the written notice provided by the Human Resources Director, unless otherwise mutually agreed upon by the City and the Association. The parties agree that a request for a mediator shall be made to the Federal Mediation and Conciliation Services (FMCS). Unless otherwise agreed by the parties, mediation shall be confidential, and any settlement offers made during mediation shall be kept confidential by the parties if the matter is referred to arbitration. Any costs of mediation shall be split equally between the Association and the City.

28.3 If the grievance is not resolved through mediation, any party dissatisfied with the outcome of the grievance may submit the grievance to arbitration by notifying the other party in

writing within ten (10) administrative working days of the date that the mediation was held. If the grievance is not timely submitted to arbitration after mediation, the grievance shall be non-arbitrable and deemed denied or settled on the basis of the last administrative decision. If the parties are unable to agree upon an arbitrator, the party initiating the arbitration shall request a list of seven arbitrators from the FMCS or the American Arbitration Association. Failure to make a written request for a list within thirty (30) administrative working days after dispatch of the notice to the other party will constitute a waiver of arbitration and a denial or settlement of the grievance on the basis of the last administrative decision. Within five (5) administrative working days after receiving a list of arbitrators from the applicable arbitration service, the parties shall either mutually agree upon an arbitrator or select their arbitrator from the list by alternately striking one name until the name of only one arbitrator remains, and that remaining arbitrator will be selected to hear the dispute in question. The Association shall strike the first name.

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

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

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

28.7 Unless the grievance is brought by the Association itself, the Fire Chief will neither settle nor deny the grievance without first notifying the Association that the grievance has been filed. In all instances in which the Association has not brought the grievance, it will have the right to intervene. If the Association has not demanded arbitration, it shall not be responsible for any fees or expenses under Section 28.4. If an individual demands arbitration, the Arbitrator may

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

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

ARTICLE 29 **LAWSUITS AGAINST EMPLOYEES**

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

- a. Within fifteen (15) days after service of a copy of the summons and complaint or other legal document commencing the action, he or she submits a written request for defense to the Fire Chief and the Carson City District Attorney; and
- b. The District Attorney has determined that the act or omission of which the action is based appears to be within the course and scope of employment and appears to have been performed or omitted in good faith.

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

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

- a. Ten (10) days before the date and answer of other responsive pleading must be filed with the court; or
- b. If the defense has been commenced, twenty (20) days before the time an application is made with the court to withdraw as the attorney of record.

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

- a. Discovery of any new material fact which was not known at the time the defense was tendered and which would have altered the decision to tender the defense;
- b. Misrepresentation of any material fact by the person requesting the defense, if that

fact would have altered the decision to tender the defense if the misrepresentation had not occurred;

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

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

e. Failure of the defendant to cooperate in good faith with the defense of the case; or

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

29.5 If any court grants a Motion to Withdraw on any of the grounds set forth in section 29.4, Employer has no duty to continue to defend any person who is the subject of the Motion to Withdraw.

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

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

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

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

a. The person failed to submit a timely request for defense;

- b. The person failed to cooperate in good faith in the defense of the action;
- c. The act or omission of the person was not within the scope of his/her employment;
- or
- d. The act or omission of the person was wanton or malicious.

ARTICLE 30 AMENDING PROCEDURE

This Agreement cannot be amended during its term of effect except by the mutual written agreement of the parties. Such amendments shall be lettered, dated, and signed by the parties, and shall constitute part of this Agreement.

ARTICLE 31 CORRECTIVE ACTION AND PERSONNEL FILES

31.1 Employer shall provide for implementation of a personnel file review process. Employer shall establish the right of any Employee to review their personnel file upon request in the Human Resources Department. However, this right shall be limited to the individual Employee to review his/her own personnel file. An Employee may, with proper release forms, permit his/her personnel file to be reviewed by a party so authorized, upon presentation of properly executed forms to the Human Resources Director. Employees are encouraged to place in their files any educational or other accomplishment that serves to recognize an achievement bearing on both the Employee and the Employer. Any Employee reviewing his or her personnel file may, if he or she believes something contained in the personnel file is inaccurate or misleading, prepare and present to the Human Resources Director a clarifying statement pertaining to the portion of the personnel file in question for inclusion in the Employee's personnel file.

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

The following principles of progressive corrective action will be followed.

The first occurrence of a violation or infraction will result in an oral warning which will be documented in the supervisor's file. For a second occurrence of a violation or infraction, the Employee will receive a written reprimand for the violation which shall be placed in his or her personnel file located at the City's Human Resources Department. Upon a third occurrence of a violation of the same or similar minor nature, disciplinary action may be instituted, depending upon the violation and the severity of the violation. An occurrence of an infraction or violation of

a serious nature may result in disciplinary action based upon the severity of the action.

Employer shall establish by policy for the retirement of corrective and/or progressive action in disciplinary actions from an Employee's file, once an appropriate time has passed and corrective action has succeeded. Minor corrective actions which cease to have any force and effect will be removed from an Employee's personnel file twelve (12) months after the effective date of the corrective action or reprimand. Violations or infractions which result in discipline up to and including suspension from duty will be removed from the Employee's personnel file after a period of twenty-four (24) months. Employer's policies pertaining to personnel files, corrective and disciplinary actions, and retirement of corrective action, reprimands, and minor suspensions shall be made available to Employees.

31.3 Appeals of Disciplinary Action. Except as otherwise provided herein, an Employee may appeal any disciplinary action through the Grievance and Arbitration Procedure as provided in Article 28.

ARTICLE 32 SAVINGS CLAUSE

32.1 This Agreement is the entire agreement of the parties.

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

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

ARTICLE 33 RESERVATION OF RIGHTS

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

ARTICLE 34 SAFETY AND HEALTH

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

34.2 All turnouts and safety equipment shall conform to current NFPA safety standards

at the time of purchase.

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

ARTICLE 35 **MANAGEMENT LEAVE**

35.1 All 40-hour Employees shall receive eighty (80) hours of management leave during each year and a proportional amount for each incomplete year. On June 30th of each year: (1) up to 40 hours of any unused management leave shall be paid to the Employee at his/her regular hourly rate, and (2) any unused management leave in excess of 40 hours will be deleted from the Employee’s account without any compensation paid for that portion of unused management leave.

35.2 All 56-hour Employees shall receive one hundred twelve (112) hours of management leave during each year and a proportional amount for each incomplete year. On June 30th of each year: (1) up to 56 hours of any unused management leave shall be paid to the Employee at his/her regular hourly rate, and (2) any unused management leave in excess of 56 hours will be deleted from the Employee’s account without any compensation paid for that portion of unused management leave.

35.3 This Article is rescinded if Employees secure a right to overtime for activities other than the Overtime Eligible Activities listed in Section 8.4 or if Employees are determined to be non-exempt under the Fair Labor Standards Act.

ARTICLE 36 **JUST CAUSE**

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

ARTICLE 37 **ADOPTION AND DURATION OF AGREEMENT**

37.1 Upon ratification and execution by both parties this Agreement will have an effective date of July 1, 2023, and shall remain in effect until June 30, 2027, unless changed as provided herein.

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

37.3 If either party desires to negotiate changes in any article or section of this contract,

it shall give written notice to the other party of the desired changes before February 1st, of each year.

ARTICLE 38 **WAIVER OF AMBULANCE FEES**

All Employees and their family members who are eligible to participate in the City's insurance benefit plan are automatically enrolled in the CC-CARE+ Ambulance Membership Program. This benefit provides paramedic ambulance service as often as medically necessary with no deductibles, full coverage and no out-of-pocket expenses. This benefit shall exist only so long as the Fire Department offers the program and program benefits are subject to change. The benefit also extends to those employees who retire and remain on the City's insurance.

ARTICLE 39 **LONGEVITY PAY**

39.1 The Plan.

- a. Each year as of July 1st, Employees who have completed (5) years of continuous service in the Carson City Fire Department are eligible to receive 0.5% of the Employee's base salary step. For every additional year of continuous service after the fifth year, an Employee is eligible for 0.5% per year up to the maximum of 8.0% of the Employee's base salary step.
- b. Except as provided in this Article, an interruption in continuous Fire Department service terminates the Employee's eligibility for longevity pay, unless the interruption was due to a lay-off.
- c. Except as provided in this Article, no year(s) of service before the interruption may be counted in determining the Employee's subsequent eligibility.

39.2 Employee's Evaluation under the Plan.

- a. An Employee's performance must be rated "meets expectations" or better on the last performance evaluation if the valuation was issued within the last twelve (12) months for him/her to be eligible for additional pay pursuant to Section 39.1.a.
- b. If an Employee's performance was not rated during the previous twelve (12) months, his/her performance is assumed to be "meets expectations".

39.3 Dates of payment and eligibility.

- a. Payment for longevity under this Article will be made the last pay day in July of each year.

39.4 Eligibility under particular circumstances.

- a. An Employee who is on leave without pay for an entire six-month period of qualification is not entitled to pay for longevity for that period. Leave without pay for 336 hours or less in a calendar year may be counted as time worked.
- b. An Employee who retires and applies for retirement or who dies during the annual qualifying period is eligible for longevity pay.
- c. An Employee who is laid off and is rehired within one year from the date of layoff is eligible for pay for longevity he/she would have earned had he/she not been laid off.
- d. If an Employee who is eligible for military reemployment has been reemployed, the time during which he/she was not employed by the Employer because of his/her military service will be counted when determining the rate for longevity. The person is not eligible for payment for the time not employed by the Employer.

39.5 Return to City service.

- a. An Employee who was vested in the plan for payment for longevity and who separated from City service and returns to City service is vested in the plan.
- b. The Employee will receive the same annual rate he/she did at the time of his/her separation from service. However, the Employee may not receive increases until he/she has again served the same number of years he/she had served at the time of his/her separation from the service plan plus one year.
- c. The years which an Employee served before the beginning of the payment of annual increases must be in a single continuous period which is equivalent to full-time employment.

ARTICLE 40 PARITY

The City agrees that Employees covered by this Agreement will receive any cost of living adjustments and base salary adjustments granted to the non-supervisory bargaining unit covered by the Collective Bargaining Agreement expiring June 30, 2028, between Carson City and the Carson City Fire Fighters Association, Local 2251.

ARTICLE 41 LICENSING AND CERTIFICATION

41.1 All Employees must maintain all licenses and certificates required by their job descriptions.

41.2 If an Employee fails to maintain the required certification or licensing required by his/her job description, he/she will be placed on administrative leave without pay for up to sixty (60) calendar days in order to obtain the certification or licensing. If the Employee fails to obtain the certification after sixty (60) calendar days, he or she will be terminated.

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

ARTICLE 42 RULES AND REGULATIONS

42.1 Carson City's Administrative Policies and Procedures Manual ("City Policies") and the Carson City Fire Department Rules, Regulations Standard Operating Procedures, General Orders, Directional Memorandums, and other policies ("CCFD Policies") in effect upon execution of the Agreement shall be incorporated herein. However, the Fire Chief shall have discretion to make, amend or delete during the term of the Agreement, any rule, regulation or policy which is not a subject of management bargaining. If any part of the Agreement conflicts with said City Policies or CCFD Policies, this Agreement shall supersede and govern.

42.2 Subject to section 42.3, both City Policies and CCFD Policies apply to Employees, but when City Policies and CCFD Policies conflict such that one such policy cannot be followed without violating the other, CCFD Policies will govern.

42.3 The CCFD Policies include the Drug and Alcohol Free Workplace Policy ("CCFD Drug & Alcohol Policy"), and the City Policies includes a Drug and Alcohol Policy ("City Drug & Alcohol Policy"). The CCFD Drug & Alcohol Policy does not apply to Employees, and Employees are subject only to the City Drug & Alcohol Policy.

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

42.5 Any amendment of City Policies or CCFD Policies which is the subject of mandatory bargaining must comply with the procedure set forth in Article 30.

42.6 If a City Policy or CCFD 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 28 is applicable to resolve the question of whether the change is a change to a subject or mandatory bargaining.

IN WITNESS WHEREOF, the City and the Association have caused this Agreement to be duly executed by their authorized representatives as follows:

CARSON CITY

ASSOCIATION

By: Lori Bagwell
Lori Bagwell, Mayor

By: [Signature]
Bryon Hunt, President

Date: 7/20/23

Date: 8/16/2023

Attest:

By: William Scott Hoen
William Scott Hoen, Clerk-Recorder



Appendix A

Grade	Description	Step	FY24 hourly with 5% COLA	FY24 annual with 5% COLA	FY24 PERS change hourly	FY24 PERS change annual	FY25 Hourly with 3% COLA	FY25 Annual with 3% COLA	FY26 Hourly with 3% COLA	FY26 Annual with 3% COLA	FY27 Hourly with 3% COLA	FY27 Annual with 3% COLA
BC51	BC REG RET 40HR	1	56.6982	117,932.26	56.0603	116,605.52	57.7421	120,103.57	59.4744	123,706.75	61.2586	127,417.89
BC51	BC REG RET 40HR	2	60.9506	126,777.25	60.2649	125,351.00	62.0728	129,111.42	63.9350	132,984.80	65.8531	136,974.45
BC51	BC REG RET 40HR	3	65.5218	136,285.34	64.7847	134,752.13	66.7282	138,794.66	68.7300	142,958.40	70.7919	147,247.15
BC51	BC REG RET 40HR	4	70.4358	146,506.46	69.6434	144,858.27	71.7327	149,204.02	73.8847	153,680.18	76.1012	158,290.50
BC52	BC REG RET 56HR	1	40.4987	117,932.26	40.0431	116,605.52	41.2444	120,103.69	42.4817	123,706.71	43.7562	127,418.05
BC52	BC REG RET 56HR	2	43.5361	126,777.25	43.0464	125,351.00	44.3378	129,111.67	45.6679	132,984.92	47.0379	136,974.36
BC52	BC REG RET 56HR	3	46.8013	136,285.34	46.2748	134,752.13	47.6630	138,794.66	49.0929	142,958.52	50.5657	147,247.32
BC52	BC REG RET 56HR	4	50.3113	146,506.46	49.7453	144,858.27	51.2377	149,204.18	52.7748	153,680.22	54.3580	158,290.50
BC53	BC PS RET 40HR	1	57.1827	118,940.06	55.8961	116,263.91	57.5730	119,751.84	59.3002	123,344.42	61.0792	127,044.74
BC53	BC PS RET 40HR	2	61.4712	127,860.10	60.0881	124,983.24	61.8907	128,732.66	63.7474	132,594.59	65.6598	136,572.38
BC53	BC PS RET 40HR	3	66.0817	137,449.89	64.5948	134,357.27	66.5326	138,387.81	68.5286	142,539.49	70.5845	146,815.76
BC53	BC PS RET 40HR	4	71.0378	147,758.67	69.4395	144,434.10	71.5227	148,767.22	73.6684	153,230.27	75.8785	157,827.28
BC54	BC PS RET 56HR	1	40.8448	118,940.06	39.9258	116,263.91	41.1236	119,751.92	42.3573	123,344.46	43.6280	127,044.74
BC54	BC PS RET 56HR	2	43.9080	127,860.10	42.9201	124,983.24	44.2077	128,732.82	45.5339	132,594.72	46.8999	136,572.51
BC54	BC PS RET 56HR	3	47.2012	137,449.89	46.1392	134,357.27	47.5234	138,388.14	48.9491	142,539.78	50.4176	146,816.05
BC54	BC PS RET 56HR	4	50.7413	147,758.67	49.5996	144,434.10	51.0876	148,767.09	52.6202	153,230.02	54.1988	157,826.91