

**City of Carson City  
Agenda Report**

**Date Submitted:** 5-29-12

**To:** Carson City Board of Supervisors  
**From:** Melanie Bruketta, H.R. Director

**Agenda Date Requested:** 6-7-12

**Time Requested:** 15 minutes

**Subject Title:** (For possible action:) Action to approve the “Amended Collective Bargaining Agreement” between Carson City and the Carson City Fire Department Classified Chief Officers Association, July 1, 2010 to June 30, 2017. *(Melanie Bruketta)*

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

**Type of Action Requested:** (check one)

Resolution       Ordinance  
 Formal Action/Motion       Other (Specify \_\_\_\_\_)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve the “Amended Collective Bargaining Agreement” between Carson City and the Carson City Fire Department Classified Chief Officers Association, July 1, 2010 to June 30, 2017.

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

**Fiscal Impact:**

Total fiscal impact: \$124,085

**Explanation of Impact:**

FY 2013 2% COLA will save \$13,000

FY 2014- no cost

FY 2015- 2% COLA and merit estimated to be \$27,500

FY 2016- 2% COLA and merit estimated to be \$28,000

FY 2017- 2% COLA and merit estimated to be \$28,600

Sick leave increase from 75% to 100% estimated to be \$38,430  
Addition of dental, life and vision estimated to be \$14,555

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

**Supporting Material:** Amended Collective Bargaining Agreement between Carson City and the Carson City Fire Department Classified Chief Officers Association.

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

Reviewed By: Melanie Bruketta  
(Human Resources Department)  
(City Manager)

Andy Hall  
(District Attorney)

Nancy Paulson  
(Finance Director)

Date: 5-29-12  
Date: 5/28/12  
Date: 5/29/12  
Date: 5/29/12

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_

(Vote Recorded By)

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**AMENDED  
COLLECTIVE  
BARGAINING  
AGREEMENT**

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

(July 1, 2010, to June 30, 2017)

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1

2 ARTICLE 1        PREAMBLE

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

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

11

12 ARTICLE 2        RECOGNITION

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

17

18 ARTICLE 3        STRIKES, LOCKOUTS AND DISCRIMINATION

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

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

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

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

7

8           ARTICLE 4   RIGHTS OF MANAGEMENT

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

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

1        ARTICLE 5            RESIDENCE

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

5

6        ARTICLE 6            SALARIES

7

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

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

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

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

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

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

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

22

23        ARTICLE 7            SALARY ADJUSTMENTS

24        7.1        Beginning July 1, 2012, upon the recommendation of the Fire Chief, Employees  
25            shall receive step increases in increments of one step per year, provided the employee receives a

1 "meets expectations" or better evaluation. See Appendix A. Increases shall not exceed the  
2 maximum of the Employee's approved salary range as established in Article 6.

3       7.2     Salary increases must be approved by the Fire Chief and the City Manager.

4       7.3     Except as provided in paragraph 7.4 of this article, a salary increase is paid from  
5 the date the Employee became eligible for such increase.

6       7.4     If a salary increase is disapproved, and then approved at a later date in the same  
7 year, it shall be paid from the date of approval.

8       7.5     If a salary increase is disapproved, the reasons therefore shall be submitted in  
9 writing to the Employee.

10

11 **ARTICLE 8                   HOURS OF WORK**

12       8.1     Any vacancy resolution in a need for emergency call duty coverage will be filled  
13 with employees from outside this bargaining unit, unless mutually agreed upon by both parties.

14       8.2     Employees may be required to attend meetings or functions, or return for extra  
15 duties. The Employer will make every effort to allow Employees to adjust their regular work  
16 schedules in cases where a considerable number of additional hours are worked in a given work  
17 week.

18       8.3     Both parties agree to meet and confer prior to any changes in the work schedule  
19 during the time the work schedule is in effect. All changes made to the work schedule must be  
20 approved by the Fire Chief.

21

22 **ARTICLE 9                   HOLIDAYS AND HOLIDAY PAY**

23       9.1     The following days shall be observed as legal holidays:

24       New Year's Day

January 1

25       Martin Luther King's Birthday

Second Monday in January

President's Day

Third Monday in February

Memorial Day

Last Monday in May

Independence Day	Fourth of July
Labor Day	First Monday in Sept.
Nevada Day	Last Friday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Family Day	Day after Thanksgiving
Christmas Day	December 25

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

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

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

## ARTICLE 10 EDUCATIONAL INCENTIVE PAY

10.1 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 three following types of incentive pay shall be paid to eligible Employees as follows:

a. A.A. degree from an accredited United States school 2.5% added biweekly

1           b.    B.A. or B.S. degree from an           2.5% added biweekly  
2            accredited United States school

3           c.    Executive Fire Officer           2.5% added biweekly  
4            Certificate issued by the  
5            National Fire Academy

6           10.2   Battalion Chiefs who hold current EMT II certification as determined by state  
7            standards or a higher degree receive 2.5% added biweekly to their salary. Battalion Chiefs who  
8            hold current paramedic certification as determined by state standards and the local medical board  
9            shall receive 6.0% added biweekly to their salary. Battalion Chiefs may only receive incentive  
10          pay for either EMT II certification or paramedic certification, not both.

11          10.3   Battalion Chiefs shall not receive tuition or book costs for courses or degrees  
12          completed prior to their employment.

13          10.4   Tuition and book costs up to \$2000.00 per semester shall be reimbursed fully  
14          upon completion of a course toward one of those designations set forth in paragraph 10.1 if the  
15          Employee earns a grade of C or better and produces receipts demonstrating his or her payment of  
16          tuition and book costs. An Employee who receives a scholarship is only entitled to  
17          reimbursement of out-of-pocket expenses incurred in paying tuition or purchasing books.

18          10.5   A Battalion Chief, who is certified by the Fire Chief as a hazardous material  
19          technician, will be assigned to the Hazardous Materials Response Team and is thereafter eligible  
20          to receive incentive pay of 3.0% of the employee's base wage added to each biweekly pay period  
21          during said assignment. The courses of training and the certificates are subject to approval of the  
22          Fire Chief and must be completed on the Employee's own time or during work hours authorized  
23          by the Fire Chief or the Chief's designee.

24          10.6   All educational/incentive pay provided in this article shall be paid as a percentage  
25          of base pay. There shall be no compounding of additional pay.

1                   ARTICLE 11            TRADES

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

8

9                   ARTICLE 12            PAYROLL DEDUCTIONS

10                  12.1 Employees may authorize biweekly deductions from their wages for Association  
11 dues, the United Way Fund, the Nevada State Employees Credit Union, group insurance, and  
12 deferred compensation programs, and such other purposes as Employer may approve. Such  
13 authorizations must be filed with the Director of Finance on forms provided by the Employer.

14                  12.2 An authorization for payroll deductions remains in effect until it is rescinded by  
15 the Employee. However, if an Employee's wages for any pay period are less than his or her total  
16 authorized deductions, no deductions shall be made for the pay period, and the Employee will  
17 hold Employer harmless for nonpayment of these deductions.

18                  12.3 Association shall indemnify and defend against claims made or actions filed  
19 against Employer as a result of its compliance with this article.

20

21                   ARTICLE 13            RETIREMENT CONTRIBUTIONS

22                  If the Public Employee Retirement System (PERS) or the Nevada State Legislature takes  
23 any single action to increase the total contribution rate for the Police and Firefighter's Retirement  
24 Fund in an amount of 1.5% or less, Carson City will pay one half of the increase up to .75%, and  
25 the Employee's Salary will be reduced by 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.

1                    ARTICLE 16                    GROUP LIFE INSURANCE

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

4

5                    ARTICLE 17                    GROUP HEALTH INSURANCE

6                    17.1    All Employees, except those on a temporary status and those excluded from  
7 enrollment by the terms and conditions of the insurance contract, may enroll in Employer's  
8 group health insurance plan, and shall be covered after a waiting period of ninety (90) days of  
9 continuous service.

10                    17.2    Employer-Employee Share of Premium

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

13                    b.        The Employee shall have the option of converting the health insurance at  
14 the time of his or her separation from employment by Employer by commencing to pay 100% of  
15 the total premium. The City will pay 90% of retiree group health, dental, vision and life  
16 insurance coverage premiums plus 50% of the spouse's and eligible dependents' premium for  
17 health, dental and vision except as provided below. The City agrees to cover eligible retirees and  
18 dependents, as the term "dependents" is defined in the City's group health insurance plan in  
19 existence under the City group health insurance plan offered to active employees, as modified  
20 from time-to-time.

21                    (1)      In order to be eligible for the benefit provided in Section 17.2(b), the bargaining  
22 unit Employee/retiree of the Carson City Fire Department will have (i) a minimum of 20  
23 continuous years of full-time service with the Carson City Fire Department; (ii) reached at least  
24 47 years of age; and (iii) actually retired under the Nevada PERS retirement qualifications in  
25 existence on the date of retirement. Provided that, if a bargaining unit Employee retires prior to

1 age 47 and meets the requirements of (i) and (iii) above, the bargaining unit Employee/retiree  
2 will be eligible for the benefits of this subsection 17.2(b) upon attaining the age of 47, and, prior  
3 to age 47, shall be entitled to continue as a retiree on the City group insurance plan at his own  
4 cost until attaining the age of 47.

5 (2) The City will pay premiums for:

6 (a) The bargaining unit Employee/retiree from the effective date of Nevada  
7 PERS retirement until death. After the retiree reaches the eligibility age for federal benefits  
8 under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid  
9 by the City on behalf of the retiree will be reduced to either (i) 50% of the eligible “single  
10 employee with Medicare premium,” or (ii) the payment to which the retiree would otherwise be  
11 entitled under the then existing City policy or regulation providing for insurance payments for  
12 retired City employees, were the retiree eligible for insurance contribution under the policy or  
13 regulation. The retiree shall, in the retiree’s sole discretion, elect between (i) and (ii) at the time  
14 of Medicare eligibility. Under both (i) and (ii), such coverage under the City’s group insurance  
15 plan is secondary to Medicare coverage. Provided that, if Medicare age has increased beyond  
16 age 65, the 50% payment under (i) shall apply to the “Employee without Medicare” premium. In  
17 the event the City eliminates the policy or regulation for subsidizing payment of retiree health  
18 insurance, any retiree who elected (ii) above shall automatically revert to receiving the benefits  
19 specified in (i) above. In order to receive payment under (i) or (ii), the retiree must comply with  
20 any requirements pertaining to Medicare which are imposed by the City’s insurance carrier as a  
21 precondition of being eligible to qualify as a retiree covered by the insurance plan, as modified  
22 from time-to-time, or required by law.

23 (b) The spouse of the bargaining unit Employee/retiree (current at time of the  
24 Employee’s separation from the City) until death or divorce. After the spouse reaches the  
25 eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health

1 insurance coverage premium paid by the City on behalf of the spouse will be reduced to 25% for  
2 the “single dependent with Medicare premium.” After reaching the eligibility age for federal  
3 benefits under Medicare or age 65, whichever occurs first, such coverage under the City’s group  
4 insurance plan is secondary to Medicare coverage. In order to receive payment once the spouse  
5 has reached the eligibility age for federal benefits under Medicare or age 65, whichever occurs  
6 first, the spouse must comply with any requirements pertaining to Medicare which are imposed  
7 by the City’s insurance carrier, as a precondition of being eligible to qualify as a spouse covered  
8 by the insurance plan, as modified from time-to-time, or required by law. In the event a retiree  
9 remarries after separation from the City, the spouse will not be included in the health insurance  
10 premium subsidy.

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

24 (d) In the event of the death of the bargaining unit Employee/retiree, the  
25 spouse will continue to receive the subsidy benefit until death or remarriage subject to

1 requirements in (2)(b). Dependents, as defined in (2)(c), will continue to receive benefits in the  
2 event of the death of the Employee/retiree, as long as they meet the definition of dependents in  
3 the City Group Heath Insurance Plan in effect at the time of retirement.

4 (e) In the event of a catastrophic injury or medical illness which forces a  
5 bargaining unit Employee who has not reached 20 years of service and age 47 to retire from the  
6 Carson City Fire Department under NRS 616/617 (Work Related Injury or Illness) or as a  
7 Nevada PERS disability retirement, this benefit will be prorated for the Employee at 5.0% per  
8 year of service after the Employee has worked for the Carson City Fire Department for ten (10)  
9 years, up to a maximum of 90%, and subject to the provisions of paragraph (2)(a) above  
10 concerning the bargaining unit Employee reaching the eligibility age or being otherwise eligible  
11 for federal benefits under Medicare, or age 65, whichever occurs first. Ten years starts at 50%.  
12 The benefit under this subparagraph (e) does not apply to spouse or dependents and does not  
13 trigger any spousal or dependent benefits under this Article.

14 (3) If the benefits provided to retirees and their spouses and dependents under Section  
15 17.2b are modified (reduced or eliminated) in the future by mutual agreement of the City and the  
16 Association, including binding fact finding or interest in arbitration pursuant to NRS Chapter  
17 288, such modification shall not apply to retirees and their spouses and dependents then  
18 receiving the benefits; and the retirees and their spouses and dependents shall continue to receive  
19 the benefit on the basis specified by the collective bargaining agreement in effect as of the date  
20 of retirement.

21 (4) This provision of the contract is in exchange for a permanent 1.0% reduction in  
22 the bargaining unit Employee's biweekly base salary, effective on and after February 1, 2005 and  
23 a 2.0% reduction in the bargaining unit employee's bi-weekly base salary, effective on and after  
24 July 1, 2012. Should the Retirement Insurance benefit provided for in this Article be eliminated,  
25

1 the 3.0% reduction in the Employee's biweekly base salary shall be restored on and after the  
2 effective date of the elimination of this benefit.

3 17.3 An Employee on leave without pay may continue the group health insurance  
4 coverage for a maximum period of one year by making application to the Human Resources  
5 Department and enclosing a certified check payable to Carson City.

6 17.4 The City agrees that any changes in medical insurance benefits will be made in  
7 accordance with Nevada law.

8

9 ARTICLE 18 PHYSICAL EXAMINATIONS

10 18.1 All Employees shall have physical examinations in accordance with the  
11 requirements of NRS Chapter 617. The examination shall be completed by a duly licensed  
12 physician, and shall meet the requirements of NRS 617.4455(2) and NRS 617.457(3). At the  
13 Employer's option, the examination will be performed by a physician contracted by the City.  
14 The examination will be at the Employer's expense and may be scheduled during duty hours  
15 with approval of the Fire Chief or the Chief's designee.

16 18.2 Employer shall provide an annual hearing test by a qualified technician for each  
17 Employee

18 18.3 The current medically recommended Prostigan Specific Antigen (PSA) test shall  
19 be included in the physical examination for each Employee over the age of 50 years at the  
20 Employer's expense.

21 18.4 Employer, at its expense, shall provide immunizations and tests deemed necessary  
22 by law, OSHA recommendations, or the Fire Chief.

23 18.5 The parties recognize the Employer's right to develop and adopt minimum  
24 physical fitness standards which are based on essential functions of the Employee's job  
25 description. Failure to meet the minimum physical fitness standards may lead to suspension,

1 demotion, or termination of the Employee. Any Employee who can not meet the minimum  
2 standards at the time of the annual testing due to illness or injury as substantiated by a physician  
3 shall have a time period as established by the physician to heal and/or rehabilitate before being  
4 tested again without penalty. By agreeing to this provision, the Association does not approve the  
5 physical fitness standard adopted by the Employer and reserves all rights to challenge the job-  
6 related validity or other aspects of the standard to the extent that such challenge is not in conflict  
7 with the Employer's right under NRS 288.150(3).

8

9 ARTICLE 19 ANNUAL LEAVE

10 19.1 Eligibility. For the purpose of determining eligibility for annual leave, the term  
11 "continuous service" means that service commencing with the appointment to positions with the  
12 Employer and continuing until resignation or discharge.

13 19.2 Qualifying Period. Upon employment, an Employee will begin to accrue annual  
14 leave; however, an Employee may not use annual leave until he or she has completed six months  
15 of continuous service.

16 19.3 Accrual Rate.

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

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

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

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

5                   19.4    Vacation Pay. An Employee shall be paid his/her regular hourly rate for each hour  
6 of annual leave used. Battalion Chiefs shall not be charged for vacation of less than one day.

7                   19.5    Reservation of Vacation Time.     Employee requests for vacation dates shall  
8 be granted whenever practical, but the operational requirements of the Fire Department, as  
9 determined by the Fire Chief, shall prevail.

10                  19.6    Advanced Leave.     Under special circumstances, annual leave may be  
11 advanced to an Employee. Requests for advanced leave must be fully justified and approved by  
12 the Fire Chief and the City Manager. Each request will be considered separately on its own  
13 merits.

14                  19.7    Separation From City Employment.

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

20                  b.     An Employee shall give the Fire Chief written notification at least two (2) weeks  
21 prior to resignation or the Employee shall waive the ability to receive a lump sum payment for  
22 80 hours of accrued annual leave except in emergencies approved by the Fire Chief or his  
23 designee, which approval shall not be unreasonably withheld. The forfeiture of the right to  
24 receive said lump sum payment shall not waive the right to take said time off.

1           19.8 Death of Employee. Upon the death of an Employee, a lump sum payment for  
2 his/her accrued leave will be made to his/her beneficiary or estate, upon receipt of proof of death  
3 and the beneficiary. The City Manager shall instruct the Human Resources Director on the  
4 disposition of such cases.

5

6 ARTICLE 20       MILITARY LEAVE

7           Members of the bargaining unit will be granted military leave in accordance with NRS  
8 281.145 in effect at the time of military leave.

9

10 ARTICLE 21       SICK LEAVE

11           21.1 Eligibility. For the purpose of determining eligibility for sick leave, the term  
12 "continuous service" means that service commencing with appointment to a position with the  
13 Employer and continuing until resignation or discharge. For the purpose of determining such  
14 leave earned, the term "actual service" shall mean the number of days actually worked on the  
15 job; provided, however, that absence from work due to sick leave with pay, vacation, injury, or  
16 illness incurred in the City service and absence on temporary military duty shall be deemed  
17 actual service.

18           21.2 Qualifying Period. There is no qualifying period.

19           21.3 Accruals.

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

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

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

10                  21.4    Authorized Use of Sick Leave.

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

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

18                  21.5    Certificate of Illness. The Fire Chief may require a physician's certificate of  
19 illness when the absence is in excess of three consecutive shifts and/or whenever there is reason  
20 to believe sick leave is being abused.

21                  21.6    Forfeiture of Sick Leave. No Employee shall be entitled to use sick leave while  
22 absent from duty on account of any of the following:

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

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

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

4                   21.7    Advanced Sick Leave. The Fire Chief may approve up to thirty (30) working days  
5 of advanced sick leave subject to the following criteria:

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

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

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

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

11                  21.8    Family Medical Leave. The City will comply with the requirements of the Family  
12 Medical Leave Act (FMLA). When a qualifying FMLA event occurs, unpaid FMLA leave will  
13 run concurrently with paid annual, sick, and any other available leave. Once all paid leave is  
14 exhausted, the remainder of the leave period will then consist of unpaid FMLA leave. Unpaid  
15 FMLA leave may also run concurrently with worker's compensation leave or other benefits.

16                  21.9    Catastrophic Leave.

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

20                  1.     “Lengthy Convalescence” means a period of disability which an attending  
21 physician determines will exceed ten (10) weeks.

22                  2.     “Life Threatening” means a condition which is diagnosed by a physician  
23 as creating a substantial risk of death.

24                  b.     Request for catastrophic leave.

1. An Employee who suffers a catastrophe as defined in Section 21.09(a)  
2 may request, in writing, that a specified number of hours of leave be transferred from the  
3 catastrophic leave account to his or her account. The maximum number of hours that may be  
4 transferred to an Employee pursuant to this section is 320 per catastrophe. Catastrophic leave  
5 may not be used when the catastrophe is a member of the Employee's immediate family.  
6 Catastrophic leave is limited to catastrophes which befall the Employee.

7. 2. The request must include:  
8 a. The Employee's name, title, and classification; and  
9 b. A description of the catastrophe and the expected duration of that  
10 catastrophe.

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

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

15 c. Review of status of catastrophe; termination of leave; disposition of hours not  
16 used.

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

23 This determination is final and not subject to the grievance procedure, judicial review, or review  
24 by the Board of Supervisors.  
25

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

3                   a. The catastrophe ceases to exist; or  
4                   b. The Employee who is receiving the leave resigns or his or her  
5 employment with the City is terminated.

6                   d. Maintenance of records on catastrophic leave.

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

10                  e. Substantiation of Catastrophic Condition.

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

15                  21.10 Compensation for Unused Sick Leave.

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

1 hours if a 24-hour shift employee or 1080 hours for an 8-hour shift employee, at the Employee's  
2 latest highest hourly rate.

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

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

18

19 ARTICLE 22 INJURY LEAVE

20 22.1 Absence due to an injury incurred in the course of employment shall not be  
21 charged against an Employee's sick, management, or annual leave for a period not to exceed  
22 ninety (90) calendar days from the date of injury. During this time, the Employer shall provide  
23 full salary to the Employee upon the condition that the Employee shall endorse and deliver to the  
24 Employer any benefits received pursuant to NRS Chapter(s) 616/617.

22.2 After fourteen (14) calendar days, if an Employee is released to light duty by his 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 worker's 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 worker's compensation benefits to maintain full salary. Such accrued management leave time shall be charged only to the extent not reimbursed by worker's 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 worker's compensation benefits to maintain full salary. Such accrued annual leave time shall be charged only to the extent not reimbursed by worker's compensation.

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

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

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 in Article 22.1.

1 Employee medical benefits shall continue until Employee is returned to work or until the  
2 Employee is deemed to be permanently disabled as provided above in Article 22.7.  
3

4 **ARTICLE 23**      **COURT LEAVE**

5        23.1 If an Employee is summoned for jury duty on his/her regular workday, he/she  
6 shall be given full pay but shall refund any compensation received for jury duty to the Employer.

7        23.2 A 24-hour Employee summoned for jury duty on his regular workday shall be  
8 excused for this entire shift. However, if the Employee is excused from jury duty before 5:00  
9 p.m. and is not required to appear for jury duty the next day, the Employee shall return to the  
10 workplace to complete his or her regularly assigned shift.

11        23.3 If an Employee appears on his/her regular workday in any court, before any grand  
12 jury, as a party to an action arising out of his/her employment, or as a witness to observations or  
13 knowledge received in the course of his/her employment, he/she shall receive full pay, but shall  
14 refund any witness fee to Employer.

15        23.4 In all cases, if the Employee uses his/her own private vehicle to travel, the  
16 Employee shall retain the mileage allowance.

17  
18 **ARTICLE 24**      **LEAVE OF ABSENCE**

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

21  
22 **ARTICLE 25**      **ASSOCIATION BUSINESS**

23        25.1 Employees who are required to appear before a Grievance Committee or  
24 Grievance Board, and the addition of one (1) Association representative, shall be allowed to  
25 attend grievance hearings without loss of pay or accrued annual leave.

1           25.2 Members of the Association's negotiating committee, up to a maximum of three  
2 (3) Employees, shall be allowed to attend the collective bargaining meeting with Employer  
3 without the loss of pay or accrued annual leave where the parties mutually agree to conduct  
4 negotiations during an Employee's work hours. Employees are not entitled to compensation for  
5 negotiating sessions conducted during an Employee's non-work hours.

6           25.3 All Employees shall be allowed to attend Association meetings while on duty,  
7 upon approval of the Fire Chief based on the operational needs of the department.

8

9 ARTICLE 26           BULLETIN BOARDS

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

12

13 ARTICLE 27           WORKFORCE REDUCTION

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

16           27.1 The City will provide notice to the Association and any affected employee at least  
17 sixty (60) calendar days prior to the effective date of any layoff.

18           27.2 Any position to be eliminated will be determined by the Fire Chief based on the  
19 operational needs of the Fire Department; however, continuous seniority within the rank of  
20 Battalion Chief will be used in determining who to layoff, with the Employee with least seniority  
21 in rank being laid off first.

22           27.3 An Employee who is to be laid off may elect to replace a fire suppression  
23 employee in a lower rank if the bumping employee previously held such rank before the  
24 Employee he elects to replace and the process is allowed by the Carson City Firefighters

1 Association contract/agreement. An employee who is reduced to a lower rank shall be offered  
2 his former rank before any other Employee is promoted to that rank.

3       27.4 An Employee who is laid off shall be offered reemployment to the rank of  
4 Battalion Chief before any other employee is promoted to the rank of Battalion Chief. The offer  
5 of reemployment shall be sent to the Employee's last known address by certified mail with return  
6 receipt requested. The Employee must give written notice of acceptance of the offer within ten  
7 (10) working days after it is received. Failure to respond within the time period may be treated  
8 as a rejection of the offer and the forfeiture of the Employee's seniority and reemployment rights  
9 within the department.

10

11 ARTICLE 28           GRIEVANCE PROCEDURES

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

14       28.1 The Grievant shall present a written grievance to the Fire Chief within fifteen (15)  
15 administrative working days of the time that the grievance is known or reasonably should have  
16 been known.

17       28.2 If the Fire Chief denies the grievance or fails to respond to the grievance within  
18 ten (10) administrative working days, the grievance shall be submitted to the Human Resources  
19 Department. The Human Resources Director shall, by written notice to all parties concerned  
20 within five (5) days of receipt of the written grievance, direct that the parties proceed to non-  
21 binding mediation. Mediation should be held within twenty-one (21) days of the written notice  
22 provided by the Human Resources Director unless mutually agreed upon by the City and the  
23 Association. The parties agree that a request for a mediator shall be made to the Federal  
24 Mediation and Conciliation Services (FMCS) by the Human Resources Director. Unless  
25 otherwise agreed by the parties, mediation shall be confidential, and any settlement offers made

1 during mediation shall be kept confidential by the parties if the matter is referred to arbitration.  
2 Any costs of mediation shall be split between the Association and the City. If the parties are  
3 unable to resolve the issue through mediation, the grievant may, within ten (10) working days of  
4 mediation, submit the grievance to arbitration for resolution.

5       28.3 If the grievance is not resolved through mediation, the grievance may be  
6 submitted to arbitration by notifying the other party in writing within ten (10) administrative  
7 working days of the deadlock. If the grievance is not submitted to arbitration after mediation, it  
8 shall be deemed denied or settled on the basis of the last administrative decision. The party  
9 requesting arbitration shall notify the other party within the ten (10) administrative working day  
10 period. If the parties are unable to agree upon an arbitrator, the party initiating the arbitration  
11 shall request a list of seven arbitrators from the Federal Mediation and Conciliation Services or  
12 the American Arbitration Association. Failure to make a written request for a list within thirty  
13 (30) administrative working days after notice to the other party will constitute a waiver of  
14 arbitration and a denial or settlement of the grievance on the basis of the last administrative  
15 decision. The Arbitrator shall be selected in the manner provided by NRS 288.200.

16       28.4 The Arbitrator shall convene a hearing as soon as reasonably possible at the  
17 mutual convenience of the Arbitrator and the parties. The expenses for witnesses or counsel for  
18 either side shall be paid by the party producing such witnesses or retaining such counsel. A  
19 stenographic record shall be taken by a certified reporter of each hearing. The parties agree to  
20 split the costs associated with the reporter. The arbitrator's fees and expenses shall be assessed  
21 by the Arbitrator on either or both parties upon his/her discretion.

22       28.5 The Arbitrator shall have no authority to amend or delete any of the terms of this  
23 Agreement or any of the Fire Department rules, regulations, and policies. The decision of the  
24 Arbitrator shall be based solely on the evidence and arguments presented by the parties at the  
25

1 arbitration hearings, and the decision of the Arbitrator shall be final and binding except as  
2 provided by law.

3 28.6 Time limits described in this article are intended to expedite the grievance  
4 procedure. Failure of the aggrieved Employee(s) to comply with this article within the set time  
5 limits shall constitute a waiver of the grievance. Any time limits may be extended by mutual  
6 written agreement of the parties, which shall not be unreasonably withheld.

7 28.7 Unless the grievance is brought by the Association itself, the Fire Chief will  
8 neither settle nor deny the grievance without first notifying the Association that the grievance has  
9 been filed. In all instances in which the Association has not brought the grievance, it will have  
10 the right to intervene. If the Association has not demanded arbitration, it shall not be responsible  
11 for any fees or expenses under Section 4. If an individual demands arbitration, the Arbitrator  
12 may require the payment of one-half the estimated cost of the arbitration in advance of any  
13 hearing. If the payment is not made, the grievance shall be deemed denied or settled on the basis  
14 of the last administrative decision.

15 28.8 The parties agree that electronic mail (e-mail) shall constitute actable means of  
16 communications whenever this Agreement calls for "written" notification.

17  
18 ARTICLE 29            LAWSUITS AGAINST EMPLOYEES

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

1            **ARTICLE 30            AMENDING PROCEDURE**

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

5

6            **ARTICLE 31            CORRECTIVE ACTION AND PERSONNEL FILES**

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

8            Employer shall establish the right of any Employee to review their personnel file upon  
9            request in the Personnel Office. However, this right shall be limited to the individual Employee  
10          to review his/her own personnel file. An Employee may, with proper release forms, permit  
11          his/her personnel file to be reviewed by a party so authorized. Employees are encouraged to  
12          place in their files any educational or other accomplishment that serves to recognize an  
13          achievement bearing on both the Employee and the Employer. Any Employee under this policy  
14          who, upon reviewing his/her personnel file, discovers inaccurate or misleading information, may  
15          prepare and present to the Human Resources Director a clarifying statement pertaining to the  
16          document in question for inclusion in their personnel file.

17          **31.2          Corrective and Disciplinary Actions.**

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

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

21          The first occurrence of a violation or infraction will result in an oral warning which will be  
22          documented in the file. For a second occurrence of a violation or infraction, the Employee will  
23          receive a written reprimand for the violation which shall be placed in his personnel file. Upon a  
24          third occurrence of a violation of the same or similar minor nature, disciplinary action may be  
25          instituted, depending upon the violation and the severity of the violation. An occurrence of an

1 infraction or violation of a serious nature may result in disciplinary action based upon the  
2 severity of the action.

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

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

16       31.3   Appeals of Disciplinary Action.

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

19

20       ARTICLE 32                   SAVINGS CLAUSE

21       32.1   This Agreement is the entire agreement of the parties.

22       32.2   This Agreement shall supersede all previous communications, representations, or  
23 agreements, either verbal or written, between Employer and Employees.

24       32.3   If any provision of this Agreement is held by a court of competent jurisdiction to  
25 be illegal or in conflict with any federal law, Nevada Revised Statute, or the Carson City Charter,

1 the validity of the remaining provisions shall not be affected, and the rights and obligations of  
2 the parties shall be construed and enforced as if the Agreement did not contain the particular  
3 provision held to be invalid.

4

5 ARTICLE 33        RESERVATION OF RIGHTS

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

8

9 ARTICLE 34        SAFETY AND HEALTH

10        34.1 Protective clothing and personal safety equipment required by the City for  
11 Employees in the performance of their duties shall be furnished by the City without cost to the  
12 Employee.

13        34.2 All turnouts and safety equipment shall conform to current NFPA safety standards  
14 at the time of purchase.

15        34.3 The City will promptly repair and/or replace such protective clothing damaged or  
16 destroyed as a result of wear and tear in the line of duty. Loss of said protective clothing due to  
17 Employee's lack of care shall be replaced at the Employee's expense.

18

19 ARTICLE 35        MANAGEMENT LEAVE

20        All 40-hour Employees shall receive forty (40) hours of management leave during each  
21 year and a proportional amount for each incomplete year. All 56-hour Employees shall receive  
22 fifty-six (56) hours of management leave during each year and a proportional amount for each  
23 incomplete year. The Human Resources Department will maintain the leave records. All unused  
24 management leave shall be paid to the Employee at his/her regular hourly rate at the end of each  
25 fiscal year, or upon termination or retirement if prior to the end of the fiscal year. This article is

1 resinded if Employees negotiate the right to overtime or if Employees are determined not to be  
2 exempt under FLSA and entitled to overtime pay.

3

4 ARTICLE 36 JUST CAUSE

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

7

8 ARTICLE 37 ADOPTION AND DURATION OF AGREEMENT

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

11

12 ARTICLE 38 WAIVER OF AMBULANCE FEES

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

16

17 ARTICLE 39 LONGEVITY PAY

18 39.1 The Plan.

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

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 evaluation was issued within the last twelve (12) months for him/her to be eligible for additional pay pursuant to Section A.

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

### 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

1 military service will be counted when determining the rate for longevity. The person is not  
2 eligible for payment for the time not employed by the Employer.

3 39.5. Return to City service.

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

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

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

13  
14 ARTICLE 40 PARITY

15 The City agrees that Employees covered by this Agreement will receive any additional  
16 insurance benefits, leave benefits, increases in accrual rates, cost of living adjustments, base  
17 salary adjustments, or incentive pays granted to the Carson City Fire Fighters Association, Local  
18 2251, between July 1, 2010, and June 30, 2017.

19  
20 ARTICLE 41 LICENSING AND CERTIFICATION

21 41.1 All Employees must maintain an EMT basic certificate, an ambulance attendant's  
22 license and a valid driver's license in the class determined by the Department.

23 41.2 If an employee fails to maintain the required certification or licensing as set forth  
24 above, he will be placed on administrative leave without pay for up to sixty (60) calendar days in

1 order to obtain the certification or licensing. If he fails to obtain the certification after sixty (60)  
2 calendar days, he will be terminated.

3       41.3   In the event of the loss of a driver's license in conjunction with a period of  
4 protected leave, the Employee will not be subject to the sixty (60) calendar day suspension as set  
5 forth above. The Employee is entitled to use leave as provided in other provisions of this  
6 Agreement. However, upon the expiration of the leave, if the Employee still does not have a  
7 valid driver's license, as determined by the Department, or appropriate certificate or other  
8 licensing, the Employee will be terminated.

9

10 ARTICLE 42           RULES AND REGULATIONS

11       42.1   The Carson City Fire Department Rules, Regulations and Policies and the Drug  
12 and Alcohol Free Workplace Policy in effect upon execution of the Agreement shall be  
13 incorporated herein. However, the Fire Chief shall have discretion to make, amend or delete  
14 during the terms of the Agreement, any rule, regulation or policy which is not a subject of  
15 mandatory bargaining. If any part of the Agreement conflicts with said Rules, Regulations and  
16 Policies, this Agreement shall supersede and govern.

17       42.2   Any amendment is effective the date of the posting and all Employees who are  
18 not on shift at the time of the posting are bound by such policies at the end of the next shift the  
19 Employees complete.

20       42.3   Any amendment of rule, regulation or policy which is the subject of mandatory  
21 bargaining must comply with the procedure set forth in Article 30.

22       42.4   If any rule, regulation or policy is amended, added or deleted and the Association  
23 believes the change affects a subject of mandatory bargaining, the parties agree that the  
24 grievance process of Article 28 is applicable to resolve the question of whether the change is a  
25 change to a subject of mandatory bargaining.

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

5           CLASSIFIED CHIEF  
6           OFFICERS ASSOCIATION

CARSON CITY

7           Robert Charles, President

8           Robert L. Crowell, Mayor

9           Dated: \_\_\_\_\_

10           Dated: \_\_\_\_\_

11           ATTEST

12           Alan Glover, Clerk Recorder

13           Dated: \_\_\_\_\_