



# STAFF REPORT

**Report To:** Board of Supervisors

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

**Staff Contact:** Nick Marano, City Manager; nmarano@carson.org

**Agenda Title:** Public hearing on the report of the City Manager, Nick Marano, regarding the fiscal impact of, and recommended approval of, the "Third Amended Collective Bargaining Agreement" between Carson City and the Carson City Firefighter's Association, Local # 2251, effective through June 30, 2023, with a fiscal impact of \$904,348.

**Staff Summary:** This agenda item will be considered immediately prior to, but combined with, the corresponding collective bargaining agreement and both items will be heard simultaneously. Negotiations between the City and the Carson City Firefighter's Association, Local #2251, resulted in the proposed amendments to the labor contract. The amendments satisfy the interests of both the City and the employees. This matter is being considered in accordance with the public hearing process set forth in NRS 288.153.

**Agenda Action:** Other/Presentation

**Time Requested:** 10 Minutes

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## **Proposed Motion**

Public Hearing Only. Motion on this CBA to be made immediately after the public hearing as provided for on the agenda.

## **Board's Strategic Goal**

Safety

## **Previous Actions**

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

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

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

## **Background/Issues & Analysis**

NRS 288.153 Provides that any new, extended or modified collective bargaining agreement or similar agreement between a local government employer and an employee organization must be approved by the governing body of the local government employer at a public hearing. The following articles are being proposed to be changed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 19:** Group Health Insurance: BLS Member health insurance language added that provides 100% paid coverage for employee and 65% paid coverage for dependents, which is identical to the Carson City Employee's

Association contract. Language also added that provides the BLS Patient Care Technician employee with the same retiree medical subsidy as the other Union members.

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

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

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

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

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

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

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

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

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

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

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

NRS Chapter 288.153

### **Financial Information**

Is there a fiscal impact?  Yes  No

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

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact:

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

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

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

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

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Third  
Amended  
Collective  
Bargaining  
Agreement

CARSON CITY

and the

CARSON CITY FIRE FIGHTERS  
ASSOCIATION, LOCAL #2251

of the

INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS

(July 1, 2010 to June 30,  
2023)

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1     **ARTICLE 1.           PREAMBLE AND CAPITALIZED TERMS**

2             **A. Preamble:**

3             This Collective Bargaining Agreement is entered into by and between the  
4 consolidated municipality of Carson City, and Local #2251, I.A.F.F., Carson City Fire Fighters  
5 Association. The purpose of this Agreement is to achieve and maintain harmonious working  
6 relationships between the parties, to provide a procedure for equitable and peaceful  
7 resolutions of differences which may arise, and to establish proper standards for wages,  
8 hours and other conditions of employment.

9             **B. Capitalized Terms.**

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

12            **Agreement:** This Collective Bargaining Agreement.

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

14            **Association Members:** All Members of the Association (Fire Suppression,  
15 Fire Prevention, and BLS Members)

16            **Employer:** The Consolidated Municipality of Carson City.

17            **Fire Suppression Association Members (also referred to as FS Members):**  
18 Fire Captains; Driver/Operators (DO), Firefighters and Firefighter/Paramedics.

19            **Fire Prevention Association Members (also referred to as FP Members):**  
20 Fire Inspector, Fire Prevention Inspector, Fire Prevention Captain.

21            **Non-Fire Suppression Association Members:** BLS Patient Care Technicians  
22 (also referred to as Basic Life Support Members or BLS Members);

23            **Part-time Employees:** Employees who are hired by the City for less than or  
24 equal to 1039 hours over the course of a fiscal year.

25            **Seasonal Employees:** Employees who are hired by the City for a term of six  
26 months or less over the course of a fiscal year.

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1     **ARTICLE 2.**             **RECOGNITION**

2     2.1   Employer recognizes the Association as the exclusive bargaining agent for all  
3     employees of the Carson City Fire Department except the Fire Chief, Assistant Chief,  
4     Division Chief, Battalion Chiefs, EMS Battalion Chief, Training Battalion Chief, Med-  
5     Trans Patient Care Technicians, Part-time employees, Seasonal employees, and  
6     Unclassified (exempt) employees.

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8     **ARTICLE 3.**             **STRIKES, LOCKOUTS AND DISCRIMINATION**

9             3.1   Association or Association Members will not strike against Employer  
10    under any circumstances. As used in this article, "strike" means any concerted:

11                   (a) Stoppage of work, slowdown or interruption of operations by  
12    Association or Association Members;

13                   (b) Absence from work by Association or Association Members upon  
14    any pretext or excuse which is not founded in fact; or

15                   (c) Interruption of the operations of Employer by Association or  
16    Association Members.

17             3.2   Employer will not lock out, restrain, coerce, interfere with, or  
18    discriminate against, Association or Association Members because of membership in  
19    Association or lawful activity on behalf of Association or Association Members.

20             3.3   Employer will not discriminate against any Association or its  
21    Association Members on the basis of race, color religion, sex, sexual orientation,  
22    gender identity or expression, age, disability or national origin, or because of political  
23    or personal reasons or affiliations.

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1     **ARTICLE 4.**             **MANAGEMENT RIGHTS**

2             4.1     Consistent with NRS Chapter 288 (Local Government Employee-  
3     Management Relations), those subject matters which are not within the scope of  
4     mandatory bargaining and which are reserved to the Employer without negotiations  
5     include:

6                     (a) The right to hire, direct, assign or transfer an Association Member,  
7     but excluding the right to assign or transfer an Association Member as a form of  
8     discipline.

9                     (b) The right to reduce in force or lay off any Association Member  
10    because of lack of work or lack of funds, without following procedures for reduction  
11    in work force set forth in Article 31.

12                    (c) The right to determine:

13                             (1) Appropriate staffing levels and work performance standards,  
14    except for safety considerations;

15                             (2) The content of the workday, including without limitation  
16    workload factors, except for safety considerations;

17                             (3) The quality and quantity of services to be offered to the  
18    public; and

19                             (4) The means and methods of offering those services.

20                    (d)    Safety of the Public.

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22     **ARTICLE 5.**             **SALARIES**

23             **A.    FS & FP Members**

24             5.1    Effective July 1, 2010, (FY 2011) FS & FP Members shall not receive a merit  
25    step increase or cost of living increase. See Appendix A

26             5.2    Effective July 1, 2011, (FY 2012) FS & FP Members shall not receive a merit  
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1 step increase or cost of living increase. See Appendix A

2 5.3 Effective July 1, 2012, (FY 2013) FS & FP Members will be eligible to  
3 receive a merit step increase but not a cost of living increase. See Appendix A

4 5.4 Effective July 1, 2013, (FY 2014) FS & FP Members will be eligible to  
5 receive a merit step increase plus a 2% cost of living increase. See Appendix A

6 5.5 Effective July 1, 2014, (FY 2015) FS & FP Members are eligible to receive a  
7 merit step increase plus a 2% cost of living increase. See Appendix A

8 5.6 Effective July 1, 2015, (FY 2016) FS & FP Members are eligible to receive a  
9 merit step increase plus a 2% cost of living increase. See Appendix A

10 5.7 Effective July 1, 2016, (FY 2017) FS & FP Members are eligible to receive a  
11 merit step increase plus a 2% cost of living increase. See Appendix A

12 5.8 Effective July 1, 2017, (FY 2018) FS & FP Members are eligible to receive a  
13 merit step increase plus a 3% cost of living increase. See Appendix A

14 5.9 Effective July 1, 2018, (FY 2019) FS & FP Members are eligible to receive a  
15 merit step increase plus a 3% cost of living increase. See Appendix A

16 5.10 Effective July 1, 2019, (FY 2020) FS & FP Members are eligible to receive  
17 a merit step increase plus a 3% cost of living increase. See Appendix A

18 5.11 Effective July 1, 2020, (FY 2021) FS & FP Members are eligible to receive  
19 a merit step increase plus a 3% cost of living increase. See Appendix A

20 5.12 Effective July 1, 2021 (FY 2022) FS & FP Members are eligible to receive  
21 a merit step increase plus a 3% cost of living increase. See Appendix A

22 5.13 Effective July 1, 2022 (FY 2023) FS & FP Members are eligible to receive  
23 a merit step increase plus a 3% cost of living increase. See Appendix A

24 **B. BLS Members**

25 5.1 The parties agree all BLS Members shall be paid in accordance with the  
26 compensation range listed on the job description. The BLS Patient Care Technician

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1 classification pay grade is A3.

2 5.2 The parties agree that effective July 1<sup>st</sup> each year, the minimum and  
3 maximum salary range for the BLS Patient Care Technician classification will be  
4 adjusted upward by 1.75%.

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6 **ARTICLE 6** **MERIT SALARY INCREASES**

7 **A. FS & FP Members**

8 6.1 Upon the recommendation of the Fire Chief, and approval of the City  
9 Manager, FS & FP Members shall receive annual merit increases in increments of one  
10 merit step per year, provided the employee receives a "meets expectations" or better  
11 evaluation. See Appendix A. Merit increases shall be effective on the employee's  
12 anniversary date.

13 6.2 Merit salary increases must be approved by the Fire Chief and City  
14 Manager.

15 6.3 Except as provided in paragraph and (A)(6.4) & (A)(6.5) of this article, a  
16 merit salary increase is paid from the date the employee became eligible for such  
17 increase.

18 6.4 If a merit salary increase is denied, and then approved at a later date in  
19 the same year, it shall be paid from the date of the approval.

20 6.5 If a merit salary increase is not approved, the reasons therefore shall be  
21 submitted in writing to the employee.

22 **B. BLS Members**

23 6.1 BLS Members who receive an annual performance evaluation of "meets  
24 expectations" or better, are eligible to receive a merit increase in pay.

25 6.2 On the recommendation of the Fire Chief, and approval of the City  
26 Manager, annual merit increases may be granted to BLS Members in recognition of

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1 the following overall performance ratings of duties assigned to their position:

2 a. 3.0% pay increase in recognition of an overall "meets expectations"  
3 rating;

4 b. 4.5% pay increase in recognition of an overall "above expectations"  
5 rating;

6 c. 5.5% pay increase in recognition of an overall "outstanding" rating.  
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8 **ARTICLE 7. HOURS OF WORK**

9 7.1 Twenty-four (24) hour shift Association Members will work from 8:00  
10 a.m. to 8:00 a.m. commencing on the first, second, seventh, eighth, thirteenth,  
11 fourteenth, nineteenth, twentieth, twenty-fifth, twenty-sixth day of each tour of duty  
12 for a total of 2,912 hours per year. This set consists of two twenty-four hour shifts  
13 (48 hours) on duty and four twenty-four hour days off duty (96 hours). A tour of  
14 duty for such Association Members shall be twenty-four (24) days.

15 7.2 Eight (8) hour shift Association Members will work an average of forty (40)  
16 hours per week for a total of 2,080 hours per year.

17 7.3 Ten (10) hour shift Association Members will work an average of forty (40)  
18 hours per week for a total of 2,080 hours per year.  
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20 **ARTICLE 8. OVERTIME**

21 8.1 FS or FP Members who work hours outside their regular shift or hours  
22 in excess of their regular tour of duty, at the request of their supervisor, shall be  
23 entitled to overtime pay at the rate of one-and-one half (1.5) times their regular pay,  
24 for each hour, or portion thereof, of overtime worked. Overtime pay shall be earned  
25 in increments of one-half (½) hour.

26 8.2 Overtime pay will be added to the FS or FP Member's pay for the  
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1 period in which the overtime is worked, as reported on the FS or FP Member's time  
2 sheet.

3 8.3 If an FS or FP Member is requested by his or her supervisor to report for  
4 work during hours outside his or her regular shift, he or she shall receive a minimum  
5 of two hours of overtime pay.

6 8.4 If an FS or FP Member reports for work during his or her regular shift, or  
7 reports for work after being recalled, but is relieved from duty by his or her  
8 supervisor because of lack of work, said FS or FP Member shall receive a minimum of  
9 two hours of regular pay.

10 8.5 Overtime procedures for non-safety staffing events are as follows:  
11 Vacancies will be offered to FS or FP Members before being offered to part-time  
12 employees. If an FS or FP Member voluntarily agrees to work, the FS or FP Member is  
13 obligated to fill the vacancy unless released for an emergency as determined by the  
14 Chief Officer. If No FS or FP Member volunteers for the vacancy, the vacancy will be  
15 offered to a Part-Time Employee. If no Part-Time Employee accepts the vacancy, the  
16 FS or FP Member agrees to be recalled or retained on mandatory overtime. Vacancies  
17 for which the overtime shift is being filled will only be offered to appropriately trained  
18 and appropriately certified personnel. BLS Members will not be offered overtime  
19 except in rare cases and only upon approval by the Fire Chief.

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21 **ARTICLE 9.**            **SAFETY STAFFING**

22 Fire Suppression personnel shall not be used to fulfill the position of a BLS  
23 Patient Care Technician. BLS Patient Care Technician personnel shall not be used to  
24 fulfill the position of any Fire Suppression rank.

25 **9.1 Fire Suppression and Fire Prevention Staffing:**

26 For the purposes of safety, the Employer shall maintain a minimum of fifteen  
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1 (15) Fire Suppression Personnel on duty each day with a minimum of three (3) fire  
2 suppression personnel on each initial response engine-company and/or truck  
3 company. For the purposes of this section, Fire Suppression Personnel shall include:  
4 Captain; Driver/Operators (DO); Firefighter; Firefighter/Paramedic. Initial response  
5 engine, ambulance, and/or truck companies shall be designated by the Fire Chief. If  
6 sufficient Fire Suppression Personnel are not available to meet the minimum safety  
7 level as set forth in this Article, FS Members shall be mandatorily retained or recalled  
8 on overtime to provide said minimum safety level of personnel. Employer shall staff  
9 each initial response ambulance paramedic rescue unit in accordance with State law.  
10 Only FS Members can be used to satisfy the minimum manning in this section.

11 **9.2 BLS Ambulance Staffing:**

12 Employer will make reasonable efforts to staff the BLS ambulance with two (2)  
13 full-time BLS Patient Care Technicians. However, Employer may staff the BLS  
14 ambulance with one (1) full-time BLS Patient Care Technician, and one (1) qualified  
15 part-time employee in certain circumstances for a temporary period of time to  
16 ensure there are two (2) people staffing the BLS ambulance. For the purposes of this  
17 section a "temporary period" is:

- 18 a. **Annual Leave:** no more than twenty (20) consecutive operating days if  
19 a BLS Patient Care Technician is on leave that does not qualify as sick,  
20 family sick or bereavement leave.
- 21 b. **Sick, Family Sick, or Bereavement Leave:** no more than five (5)  
22 consecutive operating days if a BLS patient care technician is out on  
23 leave under this category.
- 24 c. **FMLA:** the duration of the approved leave, if the BLS Patient Care  
25 Technician is on leave under the Family Medical Leave Act.
- 26 d. **Vacant Position:** Thirty (30) Days unless the parties mutually agree to  
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1 extend the time period for good cause.

2 **9.3 BLS Patient Care Technician Response & Procedure**

3 **A. BLS Response Categories**

4 1-A-1, 2 Non-complicated abdominal pain (testicular, groin pain);

5 3-A-1, 2, 3 Animal bites;

6 5-A-1, 2 Non-traumatic back pain;

7 7-A-3, 4, 5 Burns of minor nature;

8 16-A-2, 3 Minor-Moderate eye problems/injuries;

9 17-A-2 Falls (Non- recent, non-dangerous body type);

10 18-A-1 Headache (breathing normally);

11 20-A-1 Heat/cold exposure (alert);

12 21-A-1, 2 Hemorrhage (non-dangerous and minor hemorrhage);

13 25-A-1, 2 Psychiatric (non-suicidal and alert);

14 26-A-1, 2 Sick person (Non-priority complaints);

15 26-X-1, 2 Omega not in use yet;

16 30-A-2, 3 Traumatic Injuries (not dangerous body area, non-recent without priority  
17 symptoms);

18 32-B-1 Unknown problem (standing, sitting, moving, talking);

19 33-A-, 2, 3 Transfers no priority symptoms/no cardiac monitoring

20 **B. Response Determination**

21 The dispatcher will utilize the Emergency Medical Dispatch card system to determine the  
22 appropriate response. The Duty Battalion Chief has the authority to make changes to unit  
23 type response based on information they receive from dispatch. If the call is a Basic Life  
24 Support (BLS) BLS call, the BLS unit will respond code 2 unless otherwise directed by the  
25 on-scene Captain.

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1 In certain cases the BLS unit will respond to assist Advance Life Support (ALS) Engines  
2 when the department is out of first-out rescues. ***Rescue-53 will be dispatched last (if***  
3 ***available), prior to a mutual aid ambulance request.*** If the call is an ALS call, the  
4 assigned paramedic will maintain patient care. Transport will be accomplished by the BLS  
5 unit.

### 6 **C. Transfers Between ALS and BLS**

7 If the BLS unit is first on scene to an ALS call, they will provide BLS level of care and  
8 then transfer care to the ALS crew when they arrive. If an ALS Engine is on scene, the BLS  
9 crew will support the ALS crew.

10 If the call is a BLS call and only an ALS unit is available, in certain cases an ALS unit may  
11 arrive first. If the ALS unit has not needed to provide ANY ALS care, and has only provided  
12 BLS care, the patient care can be transferred to the BLS ambulance. The ALS crew cannot  
13 transfer a patient that has received any ALS treatment to a BLS unit.

14 In cases where an ALS unit is dispatched to a scene and encounters a BLS patient, the  
15 ALS unit may request a BLS unit. If the BLS unit is available and no ALS care has been  
16 administered to the patient, the patient care can be transferred to the BLS unit upon arrival.  
17 Consideration must be given, however, to the delay in time it may cause by calling a BLS  
18 unit to the scene if one is not already in route.

19 In cases where dispatch has not made a final determination whether the call is ALS or  
20 BLS, an ALS ambulance will be sent. However, the BLS unit, if available, can trail the ALS unit  
21 to be more readily available should the ALS crew make a determination that it is a BLS call.

### 22 **D. Transport**

23 When the patient is loaded, a BLS Patient Care Technician can assist the paramedic in  
24 any function within their scope, training, and certification. The Captain has the full  
25 discretion to allow them to drive, or assign another member of his crew to drive the  
26 ambulance. This is solely the discretion of the Captain.

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1           **9.4    Mutual Aid Agreements**

2    Mutual Aid Agreements of the City can only be fulfilled by using FS or FP members.

3           **9.5.   HAZMAT Response**

4    Where the employer responds as part of the "Quad County" hazardous materials  
5    response team (HAZMAT team) in response to hazardous materials incidents requiring  
6    a level A or B entry, the employer will include as its portion of the HAZMAT team  
7    qualified hazardous materials technicians and/or specialists from the Carson City Fire  
8    Department as follows:

9                   4, if 15-19 qualified Fire Department HAZMAT technicians  
10                  and/or specialists are assigned by the Fire Chief to the  
11                  City's HAZMAT unit;

12                  5, if 20-24 qualified Fire Department HAZMAT technicians  
13                  and/or specialists are assigned by the Fire Chief to the  
14                  City's HAZMAT unit.

15           These response levels are based upon qualified employees assigned by the Fire  
16    Chief to the City's HAZMAT unit based on budgeted funding levels approved by the  
17    Board of Supervisors. The employer retains the right to utilize mandatory recall of  
18    qualified Association Members to meet the above staffing levels.

19           The failure of the employer to be able to recall the above number of qualified  
20    Association Members from the Carson City Fire Department through reasonable  
21    efforts including mandatory recall shall not preclude response by the employer with  
22    its HAZMAT unit or as part of the HAZMAT team.

23           Nothing in this section prevents the employer from augmenting the above  
24    response to hazmat incidents with qualified responders under mutual aid  
25    agreement(s) approved by the Board of Supervisors.

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1 **ARTICLE 10.**            **TEMPORARY DUTY PAY**

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

11  
12 **ARTICLE 11.**            **HOLIDAYS AND HOLIDAY PAY**

13            **11.1 The following days shall be observed as legal holidays:**

- |    |                               |                               |
|----|-------------------------------|-------------------------------|
| 14 | New Year's Day                | (January 1)                   |
| 15 | Martin Luther King's Birthday | (Second Monday in January)    |
| 16 | President's Day               | (Third Monday in February)    |
| 17 | Memorial Day                  | (Last Monday in May)          |
| 18 | Independence Day              | (July 4th)                    |
| 19 | Labor Day                     | (First Monday in September)   |
| 20 | Nevada Day                    | (October 31)                  |
| 21 | Veterans' Day                 | (November 11)                 |
| 22 | Thanksgiving Day              | (Fourth Thursday in November) |
| 23 | Family Day                    | (Fourth Friday in November)   |
| 24 | Christmas Day                 | (December 25)                 |

25            Any other day that may be declared a legal holiday by the governments of the  
26 United States, Nevada or Carson City.

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1           **11.2 24 Hour Fire Suppression Holiday Pay:** FS Members who work  
2 twenty-four hour shifts shall receive (a) pay for fourteen hours, or (b) fourteen hours  
3 added to their annual leave time, computed at their regular hourly rate, for each legal  
4 holiday, whether on duty or not, as full compensation for such holidays. Each FS  
5 Member shall specify within 30 days of ratification of this contract in which manner he  
6 or she wishes to receive his or her holiday compensation. In the event of a multi-year  
7 agreement the FS Member may make the above election in writing once a year on or  
8 before January 1, which election is effective for one year beginning on the following  
9 July 1st.

10           **11.3 8 Hour Fire Suppression and Fire Prevention Holiday Pay:** FS & FP  
11 Members who work eight (8) hour shifts shall receive pay for eight (8) hours,  
12 computed at their regular hourly rate, for each legal holiday which falls on their  
13 regular workday.

14           **11.4 BLS Patient Care Technicians Holiday Pay:**  
15           BLS Members who work eight (8) hour shifts shall receive: (a) pay for  
16 eight (8) hours, or (b) eight (8) hours added to their annual leave time, computed at  
17 their regular hourly rate, for each legal holiday, whether on duty or not, as full  
18 compensation for such holidays. Each BLS Member shall specify within 30 days of  
19 ratification of this contract in which manner he or she wishes to receive his or her  
20 holiday compensation. In the event of a multi-year agreement the BLS Member may  
21 make the above election in writing once a year on or before January 1, which  
22 election is effective for one year beginning on the following July 1st.

23           **11.4.1 Computing Holiday Pay:** Holiday pay is based on the Association  
24 Member's regular hourly wage for the number of hours in his regular workday.

25           **11.4.2 Pay for Work on Holiday:**

26           The parties recognize that contributions to the Public Employees Retirement  
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1 System (PERS), must be made in accordance with the definition of "Compensation"  
 2 contained in NRS 286.025(1). "Holiday Pay" is defined in the Nevada Administrative  
 3 Code as: "Compensation for work actually performed during an official holiday as  
 4 defined by NRS 236.015 which is in addition to the compensation paid to all  
 5 employees who do not work, providing the total working hours do not exceed the  
 6 working hours of a normal workweek or pay period as certified by the public  
 7 employer." (PERS Policy 1.19). Therefore, the parties agree the City shall be required  
 8 to comply with said statute and regulation and policy, and to make contributions to  
 9 PERS only when an Association Member actually works on a holiday as stated in  
 10 Section 11.1 of this Article.

11

12 **ARTICLE 12** **EDUCATIONAL/INCENTIVE PAY**

13 All provisions of Article 12, except 12.10, only apply to FS & FP Members. FS  
 14 & FP Members are eligible to receive educational incentive pay for completed  
 15 degrees related to their current job classification. Incentive pay shall be made as  
 16 follows:

17 12.1 Tuition and book costs up to \$2,000.00 per semester shall be  
 18 reimbursed fully upon completion of a course or courses with a grade of C or better  
 19 upon presentation of receipts. An FS & FP Member who receives a scholarship is  
 20 only entitled to reimbursement of out-of-pocket expenses incurred in paying tuition  
 21 or purchasing books.

22 12.2 In addition to tuition and book costs, incentive payments will be made  
 23 on the following schedule:

24

- 25 a. AA degree in Fire Science, Fire Administration or related field approved by
- 26 the Fire Chief and/or BA/BS degree in Fire Science, Fire Administration,
- 27 Business Administration, Chemistry or related field approved by the Fire

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- 1 Chief: 2.5% added biweekly;
- 2 b. FS & FP Members other than firefighter/paramedics who hold current EMT II
- 3 certification as determined by State standards or a higher degree: 2.5%
- 4 added biweekly;
- 5 c. FS & FP Members other than those employed as FF/Paramedics, who hold
- 6 current paramedic certification as determined by state standards and the
- 7 local medical advisory board: 6.0% added biweekly.

8 12.3 New FS & FP Members shall not receive tuition or book costs for courses

9 or degrees completed prior to their employment.

10 12.4 Qualified fire investigators designated by the Fire Chief shall receive

11 incentive pay of two and one-half percent of the FS & FP Member's wage added

12 biweekly.

13 12.5 Up to \$750.00 in educational costs per fiscal year required to maintain

14 Nevada State Paramedic Certification may be reimbursed to qualified FS & FP

15 Members for required educational courses, subject to prior approval by the Fire

16 Chief.

17 12.6 Qualified (certified) Hazardous Materials Technicians and/or Specialists

18 assigned by the Fire Chief to a Hazardous Materials Response Unit designated by the

19 Fire Chief shall receive incentive pay of three percent (3%) added biweekly during

20 said assignment.

21 12.7 FS & FP Members who successfully complete HAZMAT Technician and

22 Chemical courses and receive a HAZMAT/Chemical Technician certificate will be paid

23 1% biweekly as incentive pay. The courses of training and the certificates are subject

24 to the approval of the Fire Chief. It is understood that certification will be granted

25 for purposes of this paragraph to all FS & FP Members who successfully complete

26 the HAZMAT Technician and Chemistry courses. FS or FP Members assigned to the

27 HAZMAT unit pursuant to section 12.6 of this article are not entitled to the benefits

28 of this paragraph.

1           12.8 A FS Member who is assigned to serve as a paramedic preceptor  
2 during a certification period shall be paid \$400.00 per month for the time of the  
3 assignment as preceptor. Portions of a month shall be prorated at a rate of \$40.00  
4 per 24 hour period.

5           12.9 Any FS or FP Member given an extra duty assignment in an  
6 administrative function on a 40 hour week will receive an additional ten percent  
7 (10%) of their base pay. This assignment is for those duties assigned to a FS or FP  
8 Member which are in addition to and beyond the normal and customary duties  
9 assigned and which are distinctly different from their normal and customary duties.  
10 This does not apply to personnel assigned to light duty.

11           12.10 An Association Member (FS, FP, or BLS Member) who is expected by  
12 the City to fluently speak, read or write in Spanish in the performance of his or her  
13 job at least three (3) times per week shall receive 2.5% of the Association Member's  
14 base salary for time in such an assignment. The Fire Chief has the final authority to  
15 determine whether the use of Spanish is expected. The City may require testing to  
16 determine whether the Employee is fluent in Spanish so as to be eligible for this  
17 benefit.

18           12.11 All educational/incentive pay provided in this article shall be paid as a  
19 percentage of base pay. There shall be no compounding of additional pay.  
20

21 **ARTICLE 13.**           **TRADING**

22           13.1 FS Members may exchange or trade work hours or shifts provided it does  
23 not interfere with the operation of the Fire Department, subject to prior approval of  
24 the Fire Chief or his designee. FS Members who agree to such trading shall hold the  
25 employer harmless for the failure of the other FS Member to pay back traded time.  
26 Three-way trades are permissible and must be rank for rank except where the FS  
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1 Member filling in for the shift traded is determined by the Fire Chief or his designee  
2 to be qualified to perform all of the duties and responsibilities of the position being  
3 manned either by being designated to serve in an "acting" capacity in that position  
4 or otherwise certified as being so qualified. A FS Member who agrees to work a  
5 trade is responsible for filling the shift he or she agreed to work, at no cost to the  
6 City. Any FS Member who fails to fulfill the shift trade agrees to repay the City for  
7 the cost of the loss over a period of four (4) pay periods if the City incurs overtime  
8 costs to cover the shift trade. BLS Patient Care Technicians and Fire Inspectors may  
9 not trade shifts with FS Members.

10 13.2 BLS Members may exchange or trade work hours or shifts provided it  
11 does not interfere with the operation of the Fire Department, subject to prior  
12 approval of the Fire Chief or his or her designee. BLS Members who agree to such  
13 trading shall hold the employer harmless for the failure of the other BLS Member to  
14 pay back traded time. A BLS Member who agrees to work a trade is responsible for  
15 filling the shift he or she agreed to work, at no cost to the City. Any BLS Member  
16 who fails to fulfill the shift trade agrees to repay the City for the cost of the loss over  
17 a period of four (4) pay periods if the City incurs overtime costs to cover the shift  
18 trade. BLS Patient Care Technicians and Fire Inspectors may not trade shifts with FS  
19 or FP Members.

20

21 **ARTICLE 14.**            **PAYROLL DEDUCTIONS**

22 14.1 Association Members may authorize biweekly deductions from their  
23 wages for Association dues, United Way Fund, Greater Nevada Credit Union, group  
24 insurance and deferred compensation programs approved by Employer, and such  
25 other purposes as Employer may approve. Such authorizations must be filed with  
26 the Director of Finance on forms provided by Employer.

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1           14.2 An authorization for payroll deductions shall remain in effect until it is  
2 rescinded by the Association Member. However, if the Association Member's wages  
3 for any pay period are less than his total authorized deductions, no deductions shall  
4 be made for the pay period and the Employee will hold the Employer harmless for  
5 nonpayment of these deductions.

6           14.3 The Association shall indemnify and defend against any claims made or  
7 actions filed against the Employer as a result of its compliance with this Article.

8

9           **ARTICLE 15.           RETIREMENT CONTRIBUTIONS**

10           15.1 If PERS or the Nevada State Legislature takes any single action to  
11 increase the total contribution rate for the Police and Firefighter's Retirement Fund  
12 or the Regular Employee Retirement Fund in an amount of 1.5% or less, Carson City  
13 will pay one half of the increase up to .75%, and the Association Member's salary will  
14 be reduced by one half of the increase up to .75%, however, Carson City will increase  
15 the Association Member's salary on the effective date of the reduction in salary in an  
16 amount equal to the reduction made to the Association Member's salary.

17           15.2 If PERS or the Nevada State Legislature takes any single action to  
18 increase the total contribution rate for the Police and Firefighter's Retirement Fund  
19 or the Regular Employee Retirement Fund in an amount that exceeds 1.5%, Carson  
20 City will pay one-half of the increase and the Association Member's salary will be  
21 reduced by one-half of the increase, however, Carson City will increase the  
22 Association Member's salary .75% on the effective date of the reduction. (Any  
23 amount over 1.5% will be split equally between Carson City and the Association  
24 Member.)

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1     **ARTICLE 16**            **PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**

2           16.1 Employer will provide all turnouts and safety equipment needed by FS &  
3 FP Members. In addition, Employer will replace such turnouts and safety equipment  
4 whenever a Supervisor deems necessary and with the approval of the Fire Chief or  
5 the Chief’s designee.

6           16.2 Uniforms, turnouts, and safety equipment shall conform to all current  
7 NFPA safety standards at the time of purchase. Existing uniforms, turnouts, and  
8 safety equipment shall have been in compliance with the edition of the NFPA  
9 standard that was current when the uniforms, turnouts, and safety equipment were  
10 manufactured. Replacement uniforms, turnouts, and safety equipment shall be in  
11 compliance with the current edition of the NFPA standards. New hire turnouts and  
12 safety equipment shall be in compliance with the current edition of the NFPA  
13 standards. Variances or exceptions to NFPA standards can only be made if approved  
14 by the Association Members, acting through the Association, and the Fire Chief. Any  
15 such variance shall be in writing and signed by the Association President and the Fire  
16 Chief, or the designee of either of them.

17           16.3 Employer will pay each FS Member twelve hundred dollars (\$1200.00)  
18 per year toward the cost of uniforms. FP Members shall be paid a uniform  
19 allowance of twelve-hundred dollars (\$1200.00) per year. Said payments will be  
20 made in two equal installments on the first payday in December and the last payday  
21 in June. BLS Member uniforms will be supplied as part of their position, so BLS  
22 Members are not entitled to a uniform allowance. A replacement uniform will be  
23 made at no cost to the BLS Member when it is necessary due to normal wear or  
24 when damaged in the course and scope of employment. BLS Patient Care  
25 Technician uniforms are the property of the City.

26           16.4 Any changes to Class A uniforms must be paid for by the City.  
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1           16.5   The City will pay each new FS Member three hundred dollars (\$300.00)  
2 in the first paycheck to be used toward the cost of uniforms. Thereafter, the FS  
3 Member will receive three hundred dollars (\$300.00) at the next uniform pay-out and  
4 six hundred dollars (\$600.00) at the following uniform pay-out as set forth in  
5 paragraph 16.3 above.

6           16.6   FS Members who have successfully completed their probationary  
7 period may elect to purchase and to wear on duty a Cairns Sam Houston N6A black  
8 leather helmet solely at the Member's own expense. Any FS Member who elects to  
9 purchase and to wear such a helmet while on duty shall also be solely responsible for  
10 purchasing the initial and replacement helmet shields, for maintaining and replacing  
11 the leather helmet, except as provided in Article 17, and for keeping the  
12 Department's standard-issue thermo-plastic helmet in the FS Member's back-up  
13 gear to be worn whenever the leather helmet is out of service.

14

15       **ARTICLE 17**                   **REPAIR OR REPLACEMENT OF PERSONAL PROPERTY**

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

20           17.1   Watches up to \$50.00.

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

23           17.3   Leather helmet up to the replacement cost of the Department's  
24 standard issue thermo-plastic helmet.

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1     **ARTICLE 18**           **GROUP LIFE INSURANCE**

2             Employer shall pay one hundred percent (100%) of the premium for a  
3     \$50,000.00 policy of group term life insurance for each FS & FP Member. Employer  
4     shall pay one hundred percent (100%) of the premium for a \$20,000.00 policy of  
5     group term life insurance for each BLS Member.

6  
7     **ARTICLE 19**           **GROUP HEALTH INSURANCE**

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

12  
13            **19.1 Employer-Employee Share of Premium**

14            a. Employer shall pay 100% of the FS & FP Member's premium for  
15    group health insurance coverage and 75% of the dependent's premium for group  
16    health coverage. Employer shall pay 100% of the BLS Member's premium for group  
17    health insurance coverage and 65% of the dependent's premium for group health  
18    coverage.

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

23            c. The City will pay 90% of retiree group health, dental, vision and life  
24    insurance coverage premiums plus 50% of the spouse's and eligible dependent's  
25    premium for health, dental and vision except as provided below. The City agrees to  
26    cover eligible retirees and dependents, as the term "dependents" is defined in the

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1 City's group health insurance plan in existence on the date of retirement, under the  
2 City group health insurance plan offered to active Association Members, as modified  
3 from time-to-time.

4 1. In order to be eligible for the benefits provided in this Section 19.1(c), the  
5 bargaining unit employee/retiree of the Carson City Fire Department will have  
6 (i) a minimum of 20 continuous years of full time bargaining unit service with  
7 the Carson City Fire Department; and (ii) shall have actually retired under the  
8 Nevada PERS retirement qualifications in existence on the date of the  
9 retirement.

10 2. The City will pay premiums for:

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

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

21 c. Dependents (current at time of the bargaining unit employee's  
22 separation from the City), as defined by the rules of the City Group Health  
23 Insurance Plan in effect at the time of separation. After the dependent  
24 reaches the eligibility age for or is otherwise eligible for federal benefits under  
25 Medicare, or age 65, whichever occurs first, the health insurance coverage  
26 premium paid by the City on behalf of the dependent will be reduced to 25%

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1 of the "single dependent with Medicare premium." After reaching the  
2 eligibility age for, or if otherwise eligible for federal benefits under Medicare,  
3 such coverage under the City's group insurance plan is secondary to Medicare  
4 coverage. In order to receive payment once the dependent has reached the  
5 eligibility age for or is otherwise eligible for federal benefits under Medicare,  
6 the dependent must comply with any requirements pertaining to Medicare,  
7 which are imposed by the City's insurance carrier, as a precondition to being  
8 eligible to qualify as a dependent covered by the insurance plan, as modified  
9 from time-to-time, or required by law.

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

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

2           3.       If the benefits provided to retirees, their spouse and dependents under  
3 this Section 19.1(c) are modified (reduced or eliminated) in the future by mutual  
4 agreement of the City and the Union including binding fact-finding or interest  
5 arbitration pursuant to NRS Chapter 288, such modification shall not apply to retirees,  
6 their spouses and dependents then receiving the benefits, and the retiree, their spouse  
7 or dependent shall continue to receive the benefit on the basis specified by the  
8 collectively bargained agreement in effect as of the date of retirement.

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

16           19.2   Nothing contained in Section 19.1(c) is intended to revoke, repeal,  
17 replace or otherwise modify the rights created in Article 24.9 of the collectively  
18 bargained agreement.

19           19.3   An employee on leave without pay may continue the group health  
20 insurance coverage for a maximum period of one year by making application to the  
21 Human Resources Department and enclosing a certified check payable to Carson  
22 City.

23           19.4   The City agrees that any changes in Medical Insurance benefits will be  
24 made in accordance with Nevada law.

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1     **ARTICLE 20.**            **PHYSICAL EXAMINATIONS**

2           20.1   Employer shall pay for physical examinations of FS and FP Members  
3 employees that are required by NRS 617.455(2) and NRS 617.457(3). Such  
4 examinations shall be performed by the Employer's physician.

5           20.2   Employer shall also pay for annual physical examinations of BLS  
6 members. Such examinations will be performed by the Employer's physician.

7           20.3   Employer shall also provide an annual hearing test by a qualified  
8 person for each Association Member.

9           20.4   Employer shall also provide at its expense immunizations and  
10 screening as are necessary to comply with all applicable OSHA, Federal, State, and  
11 local regulations and such additional immunizations and screening as deemed  
12 necessary by the Fire Chief.

13          20.5   The parties recognize the Employer's right to develop and adopt  
14 minimum physical fitness standards which are based on the essential functions of the  
15 Association Member's job description and to institute a mandatory physical fitness  
16 training program to insure that all Association Members are able to meet minimum  
17 physical fitness standards on an annual basis. Failure to meet the minimum physical  
18 fitness standards may lead to suspension, demotion, or termination of the  
19 Association Member. By agreeing to this provision, the Association does not  
20 approve the physical fitness standard adopted by the Employer and reserves all  
21 rights to challenge the job-related validity or other aspects of the standard to the  
22 extent that such challenge is not in conflict with the Employer's rights under NRS  
23 288.150(3).

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25     **ARTICLE 21.**            **ANNUAL LEAVE – FS & FP Members**

26           Seasonal, Part-Time or Temporary Employees are ineligible for annual leave.  
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1           **21.1 Eligibility.** For the purpose of determining eligibility for annual leave,  
2 the term "continuous service" means that service commencing with appointment to  
3 a position with the Employer and continuing until resignation or discharge.

4           **21.2 Qualifying Period.** Upon employment, the FS or FP Member will  
5 begin to accrue annual leave; however, he or she may not use annual leave until he  
6 or she has completed one year of continuous service.

7  
8           **21.3 Accrual Rate.**

9           a. Regular full-time FS & FP Members shall accrue annual leave at  
10 the following rates:

<u>Continuous Service</u>	<u>8-Hour Shift</u>	<u>24-Hour Shift</u>
0 - 12 months	6 hrs. per month	9 hrs. per month
13 - 24 months	8 hrs. per month	11 hrs. per month
25 - 60 months	10 hrs. per month	14 hrs. per month
61-120 months	14 hrs. per month	20 hrs. per month
Over 120 months	16 hrs. per month	24 hrs. per month
Maximum accumulation	378 hrs.	528 hrs.

18           b. Vacation credits shall accrue for each pay period in which the  
19 employee is in full-pay status.

20           c. A FS or FP Member who has accrued annual leave in excess of  
21 the maximum time specified above and who through no fault of his or her own has  
22 been unable to use such excess annual leave prior to January 1st of the year  
23 following the year in which such leave is accumulated, shall be allowed to accrue  
24 annual leave in excess of the maximum.

25           **21.4 Vacation Pay.** A FS or FP Member shall be paid his or her regular  
26 hourly rate for each hour of annual leave used.

27

28

1           **21.5   Reservation of Vacation Dates.**

2           a.    FS or FP Member requests for vacation dates shall be granted as  
3 provided in this Article except in emergency situations. The vacation request  
4 submitted on or before December 15th shall consist of consecutive shifts and shall  
5 be given priority in descending order of seniority within the Department. In cases of  
6 a tie within the bargaining unit, the Association will submit a list setting the priority  
7 for the affected (tied) employees. Requests submitted after December 15th shall be  
8 given priority in the order that they are made without regard to seniority. In order to  
9 allow the employer to adequately plan for the operational and staffing needs of the  
10 Fire Department, FS & FP Members must give the employer a minimum of 24 hours  
11 written notice of any request to cancel scheduled annual leave, provided, however,  
12 when the need to cancel any such scheduled leave is based on factors outside the  
13 control of the FS or FP Member and materially occurs or changes inside said time  
14 frame, the FS or FP Member will not be penalized for any request to cancel annual  
15 leave within said minimum time frame.

16           b.    If there are fifty-one (51) or less Fire Suppression Personnel in the  
17 bargaining unit, two (2) fire suppression personnel may be off on annual leave per  
18 day.

19           c.    If there are between fifty-two (52) and sixty (60) fire suppression  
20 personnel in the bargaining unit, three (3) fire suppression personnel may be off on  
21 annual leave per day.

22           d.    If there are more than sixty-one (61) fire suppression personnel in  
23 the bargaining unit, four (4) fire suppression personnel may be off on annual leave  
24 per day.

25           **21.6   Minimum vacation time.** The minimum period of annual leave that  
26 may be used for 24 hour Association Members shall be four (4) hours. Fractions of  
27

1 an hour shall be rounded off to the next whole hour.

2 **21.7 Advanced leave.** Under special circumstances, annual leave may be  
3 advanced to an FS or FP Member. Requests for advanced leave must be fully  
4 justified and approved by the Fire Chief and the City Manager. Each request will be  
5 considered separately and on its own merits.

6

7 **21.8 Resignation and/or Retirement.**

8 a. A FS or FP Member who is about to resign, retire under the  
9 provisions of the State Retirement Act, or be laid off without fault on his part, may  
10 either be granted sufficient time to use his accrued annual leave before the effective  
11 date of his resignation, retirement or layoff, or paid a lump sum for such accrued  
12 leave.

13 b. A FS or FP Member shall give the Fire Chief written notification  
14 at least two (2) weeks prior to resignation or the FS/FP Member shall waive the  
15 ability to receive a lump sum payment for 80 hours for 8-hour shift Association  
16 Members or 112 hours for 24 hour shift Association Members of accrued annual  
17 leave except in emergencies approved by the Fire Chief or his designee which  
18 approval shall not be unreasonably withheld. The forfeiture of the right to receive  
19 said lump sum payment shall not waive the right to take said time as time off.

20 **21.9 Death of Employee.** Upon the death of an employee, a lump sum  
21 payment for his accrued annual leave will be made to his beneficiary or estate, upon  
22 receipt of proof of death and beneficiary.

23

24 **ARTICLE 22. ANNUAL LEAVE-BLS MEMBERS**

25 22.1 BLS Members shall earn annual leave for each calendar month or  
26 prorated fraction thereof in accordance with the following schedule:

27

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1	Less than one year:	6 hours
2	After one year but less than two years:	8 hours
3	After two years but less than five years:	10 hours
4	After five years of continuous employment:	14 hours

5 BLS Members are required to request annual leave a minimum of 72 hours prior to  
6 the requested day(s) off. Notice is to be provided to the Operations Battalion Chief.

7 **22.2 Limitation:** A maximum of 280 unused vacation hours will be allowed  
8 to accumulate from year to year. Earned annual leave in excess of 280 hours must  
9 be taken prior to January 1<sup>st</sup> each year, or such excess may be forfeited. BLS  
10 Member who has earned annual leave in excess of the maximum time specified  
11 above and who, through no fault of his or her own, is unable to use such excess  
12 annual leave prior to January 1<sup>st</sup> of the year following the year in which such leave is  
13 accumulated, shall be compensated for the amount of annual leave in excess of the  
14 maximum. A BLS Member's accumulated annual leave may never exceed 280 hours,  
15 regardless of the employee's years of service. The minimum period of annual leave  
16 that may be used for BLS Members shall be four (4) hours. Fractions of an hour shall  
17 be rounded off to the next whole hour.

18 **22.3 Annual Leave upon Termination:** Upon termination, the BLS Member  
19 will receive a lump sum payment for all accumulated unused annual leave at 100%  
20 the current contract salary unadjusted for retirement. No BLS Member shall be paid  
21 for accumulated leave upon termination of service unless employed six months or  
22 more.

23 **22.4 Becoming Ill While on Vacation:** A BLS Member who submits  
24 satisfactory evidence that, during the BLS Member's vacation period, the BLS  
25 Member was hospitalized for a disability, or that the BLS Member was disabled for at  
26 least 2 consecutive days without hospitalization, shall, at the BLS Member's request,  
27

1 be granted sick leave for the period of the BLS Member's disability to the extent that  
2 the BLS Member is entitled to such leave under the provisions of the applicable Sick  
3 Leave Article, and the portion of the employee's lost vacation time for which sick  
4 leave was granted shall be credited to the employee.

5

6 **ARTICLE 23. MILITARY LEAVE**

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

12

13 **ARTICLE 24. SICK LEAVE- FS & FP MEMBERS**

14 **24.1 Eligibility.** For the purpose of determining eligibility for sick leave  
15 allowance, the term "continuous service" means that service commencing with  
16 appointment to a position with the Employer and continuing until resignation or  
17 discharge. For the purpose of determining such leave earned, the term "actual  
18 service" means the number of days actually worked on the job; provided, however,  
19 that absence from work due to sick leave with pay, vacation, injury or illness incurred  
20 in the City service and absence on temporary military duty shall be deemed actual  
21 service.

22 **24.2 Qualifying Period.** There is no qualifying period.

23 **24.3 Accrual of Sick Leave:**

24 a. FS & FP Association Members shall accrue sick leave at the  
25 following rates:

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	<u>Continuous Service</u>	<u>8-Hour Shift</u>	<u>24-Hour Shift</u>
1	0 - 12 months	6 hrs/month	9 hrs/month
2	13-120 months	10 hrs/month	16 hrs/month
3	Over 120 months	16 hrs/month	24 hrs/month
4	Maximum Accumulation	1080 hours	1512 hours

5  
6 **24.4 Authorized Use of Sick Leave:**

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

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

15  
16 **24.5 Certificate of Illness:** The Fire Chief or the Chief's designee may orally  
17 request a written physician's certificate of illness when the absence is in excess of  
18 three consecutive shifts and/or whenever there is reason to believe sick leave is  
19 being abused. When abuse is suspected the oral request for a physician's certificate  
20 will be followed within 24 hours by a written request for the certificate stating the  
21 reason for suspecting abuse of sick leave. Any employee who is released from duty  
22 by a physician for illness or injury (on or off the job) is required to provide a  
23 physician's statement authorizing the employee to return to work. The release must  
24 contain the following information: (a) That the employee is again fit for duty; (b) The  
25 date the employee is fit for duty; (c) Any medical conditions and/or restrictions on  
26 the employee's return to duty; (d) Physician's name, address, phone number,  
27 signature and date. The release back to work must be provided to the on-duty  
28 Battalion Chief prior to reinstatement to the duty schedule.

1           **24.6 Forfeiture of Sick Leave:** No employee shall be entitled to use sick  
2 leave while absent from duty on account of any of the following:

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

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

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

9           **24.7 Advanced Sick Leave:** The Fire Chief may approve up to thirty (30)  
10 working days of advance sick leave subject to the following criteria:

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

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

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

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

19           **24.8 Maternity/Paternity Leave:** Maternity leave may be as follows: Light  
20 duty status may be provided for an employee when, upon recommendation of the  
21 employee's personal physician she is unable, for medical reasons, to perform usual  
22 fire suppression tasks. The decision to provide light duty status shall be at the sole  
23 discretion of the Fire Chief, but shall not affect the safety of the pregnant employee.  
24 At no time shall the employee lose any seniority. Sick and Annual leave shall  
25 continue to accrue during light duty status.

26                   Paternity leave shall be as follows: Absence from work due to maternity of an  
27  
28



1 employee's wife shall be specifically defined as illness of a member of the immediate  
2 family and any leave granted will be limited to those shifts as prescribed in  
3 Paragraph 4.

4 **24.9 Family Medical Leave:** Carson City will comply with the requirements  
5 of the Family Medical Leave Act (FMLA). When a qualifying FMLA event occurs,  
6 unpaid FMLA leave will run concurrently with paid annual, sick and any other  
7 available leave. Once all paid leave is exhausted, the remainder of the leave period  
8 will then consist of unpaid FMLA leave. Unpaid FMLA leave may also run  
9 concurrently with worker's compensation leave or other benefits.

10 **24.10 Minimum Sick Leave to be Taken:** The minimum sick leave to be  
11 taken at one time by an employee shall be two (2) hours for 24 hour Association  
12 Members. Fractions of hours of sick leave shall be considered as the next largest  
13 whole hour.

14  
15 **24.11 Compensation for Unused Sick Leave:** Compensation for unused  
16 sick leave is based on the limits of accrual of sick leave established by this  
17 agreement. Upon death, termination or retirement, an employee with 10-15 years of  
18 Carson City Fire Department service will be paid thirty-three and one-third (33-1/3)  
19 percent of his accrued sick leave up to 1512 hours if a 24-hour shift employee or  
20 1080 hours for an 8-hour shift employee, at the employee's latest, highest hourly  
21 rate. Upon death, termination or retirement, an employee with 16-20 years of  
22 Carson City Fire Department service will be paid fifty (50) percent of his accrued sick  
23 leave up to 1512 hours if a 24-hour shift employee or 1080 hours for an 8-hour shift  
24 employee, at the employee's latest, highest hourly rate. Upon death, termination or  
25 retirement, an employee with 20-24 years of Carson City Fire Department service will  
26 be paid seventy-five (75) percent of his accrued sick leave up to 1512 hours if a 24-

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1 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  
4 Carson City Fire Department service or more will be paid one hundred (100) percent  
5 of his accrued sick leave up to 1512 hours if a 24-hour shift employee or 1080 hours  
6 for an 8-hour shift employee, at the employee's latest, highest hourly rate.

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

20 A FS or FP Member who dies in the line of duty shall have 100% of his or her  
21 sick leave paid out to his or her designated beneficiary or his or her estate if he does  
22 not designate a beneficiary, regardless of length of service.

## 23 **24.12 Catastrophic Leave.**

### 24 **a. Definitions**

25 1. "Catastrophe" means an occurrence or condition whereby an  
26 employee is rendered unable to perform the duties of his or her position and which  
27

1 is due to a serious illness or accident which is life threatening or which will require a  
2 lengthy convalescence, whether or not the illness or accident is work related.

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

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

7           **b. The Catastrophic Leave Account.**

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

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

14           3. No leave may be transferred by an employee to the catastrophic  
15 leave account, if the balance in the employee's account after the transfer is less than  
16 240 hours. Leave is transferred on an hour for hour basis.

17           4. The maximum number of hours (including sick and annual) which  
18 may be transferred in any one calendar year is 100 for 8-hour employees and 120 for  
19 24-hour employees. The minimum number of hours which may be transferred in any  
20 one calendar year is 20 hours. Leave will be placed in a pool for the use of any  
21 eligible City employee unless an employee transfers hours to the catastrophic leave  
22 account for use by a particular eligible employee.

23           5. Any hours of leave which are transferred from any employee's  
24 account to the catastrophic leave account, whether to the account in general or to a  
25 specific eligible employee's account, may not be returned or restored to that  
26 employee. This provision does not prevent the employee from receiving leave  
27

1 pursuant to this article.

2 **c. Request for Catastrophic leave.**

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

11 2. The request must include: the employee's name, title and  
12 classification; and a description of the catastrophe and the expected duration of the  
13 convalescence.

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

17 4. An employee who receives leave from the account for  
18 catastrophic leave is entitled to payment for that leave at a rate no greater than  
19 his/her own rate of pay.

20 **d. Approval of Catastrophic Leave**

21 1. The City Manager or his designee, is the person who must  
22 approve the transfer of a specified number of hours of leave from the catastrophic  
23 leave account to the account of any employee who is eligible to receive such leave.

24 2. The City Manager or his designee shall review the status of an  
25 employee using catastrophic leave and determine when the right to such leave no  
26 longer exists. The City Manager or his designee may require written substantiation  
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1 of the catastrophic condition by a physician of his choosing. The cost of such written  
2 substantiation shall be borne by the employee. If an employee is able to return to  
3 work on a part-time basis and has catastrophic leave time still available, the City  
4 Manager, or his designee, may allow the catastrophic leave to be used to offset the  
5 hours the employee is unable to work during his part-time status.

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

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

9 b. The employee who is receiving the leave resigns or his/her  
10 employment with the City is terminated.

11 4. Any leave which is received from the catastrophic leave account  
12 which was not used at the time the catastrophic condition ceases to exist or upon  
13 the resignation or termination of the employment of the employee must be returned  
14 to the catastrophic leave account.

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

19

20 **ARTICLE 25 SICK LEAVE- BLS MEMBERS**

21 25.1 Unused days of sick leave each year will be allowed to accumulate  
22 without limit for use purposes.

23 25.2 BLS members shall earn sick leave at the rate of six (6) hours per  
24 month for the first year.

25 25.3 After one year of continuous employment, employees shall earn sick  
26 leave at the rate of 10 hours per month.

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1           25.4 Employees shall earn up to a maximum of 120 sick hours per year, at  
2 full salary, and shall be used for personal illness or disability, personal medical  
3 appointments, quarantine or communicable disease, maternity, paternity, adoption  
4 or illness, disability or communicable disease in the immediate family. "Immediate  
5 family" is anyone covered under the FMLA.

6           25.5 Employees, upon death or retirement, having a minimum of 400 hours  
7 of unused earned sick leave and the below listed years of Carson City service shall be  
8 compensated for all hours up to 1080 at the following rates:

9	Service Years	Maximum %
10	10-14	33 1/3%
11	15-19	50%
12	20-24	75%
13	25 plus	100%

14

15           A BLS Member who dies in the line of duty shall have 100% of his or her sick  
16 leave paid out to his or her designated beneficiary or his or her estate if he does not  
17 designate a beneficiary, regardless of length of service.

18           **25.6 Minimum Sick Leave to be Taken:** The minimum sick leave to be  
19 taken at one time by a BLS Member shall be four (4) hours. Fractions of hours of sick  
20 leave shall be considered as the next largest whole hour.

21

22 **ARTICLE 26.**           **INJURY LEAVE**

23           Absence due to injury incurred in the course of employment shall not be  
24 charged against an Association Member's sick leave for a period not to exceed  
25 ninety (90) calendar days from the date of injury. During this time, the employer  
26 shall provide full salary to the Association Member upon the condition that the

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1 Association Member shall endorse and deliver to the employer any benefits received  
2 pursuant to NRS Chapter(s) 616/617.

3 a. After fourteen (14) calendar days, if an employee is released to  
4 light duty by his treating physician, the employee agrees to return to work and be  
5 placed on a light duty assignment.

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

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

14 d. When accrued annual leave has been exhausted, the employee  
15 shall receive no additional compensation from the employer.

16 e. If an employee is leaving the employer's employment because  
17 he is permanently and totally disabled under NRS Chapters 616 and 617 from  
18 working in the job classification in which he or she is employed, he or she is entitled  
19 to use any accrued sick leave and annual leave prior to leaving. An employee may  
20 be paid a lump sum for accrued leave if he/she requests it and the Chief approves it.

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

23

24 **ARTICLE 27.**            **COURT LEAVE**

25        27.1 If an Association Member is summoned for jury duty on his regular  
26 workday, he or she shall receive full pay but shall refund any compensation received

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1 for jury duty to employer.

2 27.2 An employee summoned for jury duty on his regular workday shall be  
3 excused for his or her entire shift. However, if the employee is excused from jury  
4 duty before 5:00 p.m. and is not required to appear for jury duty the next day, the  
5 employee shall return to the workplace to complete his or her regularly assigned  
6 shift.

7 27.3 If an employee appears on his or her regular workday in any court or  
8 before any grand jury as a party to an action arising out of his employment, or as a  
9 witness to observations or knowledge received in the course of his employment, he  
10 or she shall receive full pay but shall refund any witness fee to Employer.

11 27.4 If an employee's presence is required outside the employee's regular  
12 shift to give a testimony or a statement concerning observations or knowledge made  
13 or obtained in the course of his or her employment, at a deposition by subpoena, for  
14 an interview, at the direction of the district attorney, or at the direction of the Fire  
15 Chief, the employee will be paid overtime for the time required for such an  
16 appearance, if the Fire Chief or his designee has approved of the appearance in  
17 advance. No court leave or overtime pay is allowed for an employee's time when the  
18 employee initiated the action which requires the employee's presence.

19

20 **ARTICLE 28. LEAVE OF ABSENCE**

21 Leave, with or without pay, may be granted pursuant to the Carson City  
22 Municipal Code and the rules, regulations and policies of the Carson City Fire  
23 Department to any Association Member.

24

25 **ARTICLE 29. ASSOCIATION BUSINESS**

26 29.1 All Association Members from each fire station shall be allowed to

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1 attend Association meetings, while on duty, provided it does not interfere with the  
2 operation of the Fire Department.

3 29.2 Upon approval of the Association President, or a member of the  
4 Executive Board, members of the Association shall be entitled to utilize a maximum  
5 of five hundred (500) hours total of administrative leave per year for Association  
6 business. "Association business" includes grievance hearings, collective bargaining  
7 meetings, worker's compensation hearings and any other meetings or seminars  
8 relating to the Association. This leave shall be subject to approval by the Fire Chief or  
9 his designee and such leave shall not impair the operations of the Fire Department.

10 29.3 The full cost of the administrative leave in Article 29.2 is offset by the  
11 value of concessions made by the Association in the negotiation of this Agreement  
12 in accordance with NRS 288.225.

13 29.4 Employees may donate a maximum of five hundred (500) hours of  
14 leave to be utilized for Association business at no cost to the Employer.

15

16 **ARTICLE 30.**            **BULLETIN BOARDS**

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

19

20 **ARTICLE 31.**            **WORK FORCE REDUCTION PROCEDURES**

21 Procedures for reductions in work force because of lack of work or lack of  
22 funds shall be as follows:

23 **A. FS and FP Members:**

24 31.1 Layoffs shall proceed in ascending order of seniority for both fire  
25 suppression and fire prevention members within the Department. Ranking will be  
26 determined on the date of hire in accordance with the Department policy.

27

28

1           31.2 A fire suppression member who is to be laid off may elect to replace a  
2 fire suppression member with less seniority. A fire prevention member who is to be  
3 laid off may elect to replace a fire prevention member with less seniority. Fire  
4 suppression members cannot bump fire prevention member and non-fire  
5 suppression employees cannot bump fire suppression employees.

6           31.3 A fire suppression member who is laid off shall be offered  
7 reemployment in a fire suppression position before any new employee is hired by  
8 the Department. A fire prevention member who is laid off shall be offered  
9 reemployment in a fire prevention position before any new employee is hired by the  
10 Department. The offer of reemployment shall be sent to the employee's last known  
11 address by certified mail with return receipt requested. The FS or FP Member must  
12 give written notice of acceptance of the offer within ten (10) days after the offer is  
13 received. Failure to respond within that time may be treated as a rejection of the  
14 offer and a forfeiture of the FS or FP Member's seniority and reemployment rights  
15 within the Department.

16           31.4 Reductions to a lower rank shall proceed in ascending order of  
17 seniority within the affected rank. Seniority within a rank shall be determined by the  
18 date of appointment to that rank. FS or FP Member who are appointed on the same  
19 day will have seniority determined by random drawing on date of hire. Any FS or FP  
20 Member who, through no fault of the FS or FP Member, is reduced in rank shall  
21 retain his current level of pay.

22           31.5 A FS or FP Member who is reduced to a lower rank shall be offered his  
23 former rank before any other FS or FP Member is promoted to that rank.

24           31.6 If a Battalion Chief is laid-off due to lack of work or lack of funds, the  
25 Battalion Chief may elect to replace a fire suppression employee within this  
26 Association provided the Battalion Chief has held the rank of Captain within the  
27  
28

1 Carson City Fire Department. The procedures set forth in Section 31.2 through 31.5  
2 of this Article will apply.

3 **B. BLS Members**

4 31.1 Layoffs shall proceed in ascending order of seniority for BLS members  
5 within the department. Ranking will be determined on the date of hire in accordance  
6 with the Department policy.

7

8 **ARTICLE 32. GRIEVANCE PROCEDURE**

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

11 32.1 The Grievant shall present a written grievance to the Fire Chief within  
12 fifteen (15) administrative working days of the time that the grievance is known or  
13 reasonably should have been known.

14 32.2 If the Fire Chief denies the grievance or fails to respond to the  
15 grievance within ten (10) administrative working days, the grievance shall be  
16 submitted to the Human Resources Department. The Human Resources Director  
17 shall, by written notice to all parties concerned within five days of receipt of the  
18 written grievance, direct that the parties proceed to non-binding mediation.  
19 Mediation should be held within twenty-one (21) days of the written notice provided  
20 by the Human Resources Director unless mutually agreed upon by the City and the  
21 Association. The parties agree that a request for a mediator shall be made to the  
22 Federal Mediation and Conciliation Services (FMCS) by the Human Resources  
23 Director. Unless otherwise agreed by the parties, mediation shall be confidential,  
24 and any settlement offers made during mediation shall be kept confidential by the  
25 parties if the matter is referred to arbitration. Any costs of mediation shall be split  
26 between the Association and the City. If the parties are unable to resolve the issue

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1 through mediation, the grievant may, within ten (10) working days of mediation,  
2 submit the grievance to arbitration for resolution.

3       32.3 If the grievance is not resolved through mediation, the grievance may  
4 be submitted to arbitration by notifying the other party in writing within ten (10)  
5 administrative working days of the deadlock. If a grievance is not submitted to  
6 arbitration after mediation, it shall be deemed denied or settled on the basis of the  
7 last administrative decision. The party requesting arbitration shall notify the other  
8 party within the ten (10) administrative working day period. If the parties are unable  
9 to agree upon an arbitrator, the party initiating the arbitration shall request a list of  
10 seven (7) arbitrators from the Federal Mediation and Conciliation Service, or the  
11 American Arbitration Association. Failure to make a written request for a list within  
12 thirty (30) administrative working days after notice to the other party will constitute a  
13 waiver of arbitration and a denial or settlement of the grievance on the basis of the  
14 last administrative decision. The Arbitrator shall be selected in the matter provided  
15 by NRS 288.200.

16       32.4 The Arbitrator shall convene a hearing as soon as reasonably possible  
17 at the mutual convenience of the Arbitrator and the parties. The expenses for  
18 witnesses or counsel for either side shall be paid by the party producing such  
19 witnesses or retaining such counsel. A stenographic record shall be taken by a  
20 certified reporter of each hearing. The parties agree to split the costs associated  
21 with the reporter. The arbitrator's fees and expenses shall be assessed by the  
22 Arbitrator on either or both parties in his or her discretion.

23       32.5 The Arbitrator shall have no authority to amend or delete any of the  
24 terms of this Agreement or any of the Fire Department rules, regulations, and  
25 policies. Decision of the Arbitrator shall be based solely on the evidence and  
26 arguments presented by the parties at the arbitration hearings, and the decision of  
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1 the Arbitrator shall be final and binding except as provided by law.

2 32.6 Time limits described in this article are intended to expedite the  
3 grievance procedure. Failure of the aggrieved employee(s) to comply with this  
4 article within the set time limits shall constitute a waiver of the grievance. Any time  
5 limits may be extended by mutual written agreement of the parties which shall not  
6 be unreasonably withheld.

7 32.7 Unless the grievance is brought by the Union itself, the Fire Chief will  
8 neither settle nor deny the grievance without first notifying the Union that the  
9 grievance has been filed. In all instances in which the Union has not brought the  
10 grievance it will have the right to intervene. If the Union has not demanded  
11 arbitration, it shall not be responsible for any fees or expenses under Section 5. If an  
12 individual demands arbitration, the Arbitrator may require the payment of one-half  
13 the estimated cost of the arbitration in advance of any hearing. If the payment is not  
14 made, the grievance shall be deemed denied or settled on the basis of the last  
15 administrative decision.

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

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18 **ARTICLE 33. LAWSUITS AGAINST EMPLOYEES**

19 33.1 Employer shall provide for the defense, including the defense of cross-  
20 claims and counterclaims, of any Association Member in any civil action brought  
21 against that person based on any alleged act or omission relating to his employment  
22 if:

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

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

3 33.2 The District Attorney shall determine as promptly as possible whether  
4 or not to tender the defense of the person submitting the request. Until the decision  
5 is made, the District Attorney shall take appropriate action to defend or otherwise  
6 protect the time of the person submitting the request to file a responsive pleading.

7 33.3 In any case in which the District Attorney determines not to defend, he  
8 shall give written notice to the person who requested the defense either:

9 (a) Ten (10) days before the date and answer of other responsive  
10 pleading must be filed with the court; or

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

13 33.4 At any time after the District Attorney has appeared in any civil action  
14 and commenced to defend any employee, the District Attorney may apply to any  
15 court to withdraw as the attorney of record for that person based upon:

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

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

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

25 (d) Discovery of any fact which indicates that the act or omission on  
26 which the civil action is based was not within the course and scope of employment

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1 or was wanton or malicious;

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

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

8 33.5 If any court grants a Motion to Withdraw on any of the grounds set  
9 forth in subsection 4, employer has no duty to continue to defend any person who is  
10 the subject of the Motion to Withdraw.

11 33.6 If Employer does not provide for the defense of an employee, and if it  
12 is judicially determined that the action arose out of an act or omission of that person  
13 during the performance of any duty within the course and scope of his employment  
14 and that his act or omission was not wanton or malicious, employer shall be liable to  
15 that person for reasonable expenses in carrying on his own defense, including court  
16 costs and attorney's fees.

17 33.7 Employer may provide for the defense of any employee who is entitled  
18 to a defense from employer by tendering the defense to an insurer who, pursuant to  
19 a contract of insurance, is authorized to defend the action.

20 33.8 At any time after a written request for defense is submitted to the  
21 District Attorney, the person requesting the defense may employ his own counsel to  
22 defend the action. At that time, employer is excused from any further duty to  
23 represent that person and is not liable for any expenses in defending the action,  
24 including court costs and attorney's fees.

25 33.9 In any civil action brought against any Association Member in which a  
26 judgment is entered against him based on any act or omission relating to his

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1 employment, Employer shall indemnify him unless:

- 2 (a) The person failed to submit a timely request for defense;
- 3 (b) The person failed to cooperate in good faith in the defense of  
4 the action;
- 5 (c) The act or omission of the person was not within the scope of  
6 his employment; or
- 7 (d) The act or omission of the person was wanton or malicious.

7

8 **ARTICLE 34.**                    **RULES AND REGULATIONS**

9            34.1 The Carson City Fire Department Rules, Regulations and Policies and  
10 the Drug and Alcohol Free Workplace Policy in effect upon execution of this  
11 Agreement shall be incorporated herein. However, the Fire Chief shall have  
12 discretion to make, amend, or delete during the term of this Agreement, any rule,  
13 regulation or policy which is not a subject of mandatory bargaining. If any part of  
14 this Agreement conflicts with said Rules, Regulations and Policies, this Agreement  
15 shall supersede and govern.

16            34.2 Any amendment is effective the date of posting and all Association  
17 Members who are not on shift at the time of posting are bound by such policies at  
18 the end of the next shift the employees complete.

19            34.3 Any amendment of a rule, regulation or policy which is a subject of  
20 mandatory bargaining must comply with the procedure set forth in Article 35.

21            34.4 If any rule, regulation or policy is amended, added or deleted and the  
22 Association believes the change affects a subject of mandatory bargaining, the  
23 parties agree that the grievance process of Article 32 is applicable to resolve the  
24 question of whether the change is a change to a subject of mandatory bargaining.

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26 **ARTICLE 35.**                    **AMENDMENT PROCEDURE**

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

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1 **ARTICLE 36.**                    **CORRECTIVE ACTION AND PERSONNEL FILES**

2            36.1    Employer shall provide for implementation of a personnel file review  
3 system. Employer shall establish the right of any Association Member to review their  
4 personnel file upon request in the Human Resources Department. However, this  
5 right shall be limited to the individual employee to review his/her own personnel file.  
6 An employee may, with proper release forms, permit his/her personnel file to be  
7 reviewed by a party so authorized, upon presentation of properly executed forms to  
8 the Human Resources Director. Employees are encouraged to place in their files any  
9 educational or other accomplishment that serves to recognize an achievement  
10 bearing on both the employee and the employer. Any employee under this policy,  
11 upon reviewing his/her personnel file is inaccurate or misleading, may prepare and  
12 present to the Human Resources Director a clarifying statement pertaining to the  
13 document in question for inclusion in their personnel file.

14            **36.2 Corrective and Disciplinary Actions.**

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

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

19            The first occurrence of a violation or infraction will result in an oral warning  
20 which will be documented in the supervisor’s file. For a second occurrence of a  
21 violation or infraction, the Association Member will receive a written reprimand for  
22 the violation which shall be placed in his personnel file located at the City’s Human  
23 Resources Department. Upon a third occurrence of a violation of the same or similar  
24 minor nature, disciplinary action may be instituted, depending upon the violation  
25 and the severity of the violation. An occurrence of an infraction or violation of a  
26 serious nature may result in disciplinary action based upon the severity of the action.

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

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

16           **36.3 Appeals of Disciplinary Action.**

17           Except as otherwise provided herein, an Association Member may appeal any  
18 disciplinary action through the Grievance and Arbitration Procedure as provided in  
19 Article 32.

20

21           **ARTICLE 37. SAVINGS CLAUSE**

22           37.1 This Agreement is the entire agreement of the parties.

23           37.2 Except as provided in the Article governing Reservation of Rights, this  
24 Agreement shall supersede all previous communications, representations or  
25 agreements, either verbal or written, between Employer and Association.

26           37.3 If any provision of this Agreement is held by a court of competent  
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1 jurisdiction to be illegal or in conflict with any federal law, Nevada Revised Statute or  
2 the Carson City Charter, the validity of the remaining provisions shall not be affected,  
3 and the rights and obligations of the parties shall be construed and enforced as if  
4 the Agreement did not contain the particular provision held to be invalid.

5

6 **ARTICLE 38. RESERVATION OF RIGHTS**

7 An presently existing right or benefit, whether monetary or otherwise, and  
8 whether created by prior contract, rule, regulation or policy, or established custom of  
9 the Carson City Fire Department, shall be retained unless such right or benefit is  
10 specifically modified or deleted by this Agreement.

11

12 **ARTICLE 39. SAFETY AND HEALTH**

13 39.1 A Joint Safety Committee composed of two (2) representative of the  
14 Association and two (2) representative of management shall be established within  
15 five (5) business days of signing of this Agreement. Each party shall also designate  
16 two (2) alternates.

17 39.2 The committee will meet whenever an Association Member notifies the  
18 Committee in writing of the existence of a safety hazard, or at the call of the Fire  
19 Chief or his designee.

20 39.3 If the Committee deadlocks on a Safety issue, the Association may refer  
21 the deadlock directly to arbitration in accordance with the procedure set forth in  
22 Article 32. If a majority of the Committee certifies to the Fire Chief of the existence  
23 of a safety or health hazard and adequate corrective action is not taken forthwith,  
24 such matter may be referred by the Association directly to arbitration in accordance  
25 with the procedure set forth in Article 32.

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1     **ARTICLE 40.**            **COMMUNICABLE DISEASE**

2            In the event an Association Member covered under this Agreement or his/her  
3 supervisor suspects that as a result of the course of duty he/she has been exposed  
4 to, or is the carrier of a serious communicable disease, the employee may be relieved  
5 of duty without the loss of any pay or sick leave, and shall be taken immediately to  
6 an emergency hospital for diagnosis and treatment subject to Article 26.

7  
8     **ARTICLE 41.**            **ADOPTION AND DURATION OF AGREEMENT**

9            41.1 This Agreement shall become effective the first full pay period  
10 following ratification and execution by both parties and shall remain in effect until  
11 June 30, 2023 unless changed as provided herein.

12           41.2 This Agreement shall automatically be renewed from year to year  
13 thereafter. If either party desires to make a change, they shall notify the other party  
14 in writing of the article and/or section of the article that they desire to negotiate.

15           41.3 If either party desires to negotiate changes in any article or section of  
16 this contract, it shall give written notice to the other party of the desired changes  
17 before February 1st, of each year.

18           41.4 The parties shall promptly commence negotiations. If the parties have  
19 not reached agreement by April 10th, either party may submit the dispute to an  
20 impartial Fact Finder at any time for his findings. The Fact Finder shall make  
21 recommendations of the unresolved issues

22           41.5 If the parties have not reached an agreement within ten (10) days after  
23 the Fact Finder's Report is submitted, all issues remaining in dispute shall be  
24 submitted to an arbitrator.

25           41.6 NRS Chapter 288 shall govern fact-finding and arbitration between the  
26 parties.

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1           41.7 In the event that future agreements are not reached prior to July 1st of  
2 that year, all awards rendered by the final binding arbitrator shall be retroactive to  
3 July 1st of the year negotiations commenced.  
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5 **ARTICLE 42.**           **PROMOTIONAL VACANCIES**

6           **42.1. Vacancies.**

7           All promotional vacancies shall be filled by candidates provided that they  
8 meet the minimum requirements of the position, as established by the Employer  
9 prior to open competitive testing.

10          **42.2. Notice.**

11          Notice of all promotional vacancies in the Fire Department below the rank of  
12 Battalion Chief and which require a test, shall be given to all employees of the Fire  
13 Department through briefings or otherwise and shall be posted on bulletin boards  
14 within the Fire Department for a period of not less than ninety calendar days prior to  
15 the last date for application or the date scheduled for testing, whichever is earlier.  
16 There shall be ninety days between the dates for tests given for different ranks. The  
17 two (2), ninety (90) day periods stated above shall apply except in emergencies when  
18 the longest practical time period will be used, as determined by the Fire Chief.

19          Notice shall contain the following information:

- 20           a.       Title and job description of the position;
- 21           b.       All eligibility requirements including: education, employment, training  
22 or experience criteria, and whether equivalent factors will be recognized, and the  
23 weight to be given each requirement in evaluating a candidate;
- 24           c.       Whether preference or priority will be given to City employees;
- 25           d.       Whether City or other seniority or length of service will be considered a  
26 factor, and if so, what weight will be given to such consideration in measuring or  
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1 rating applicants;

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

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

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

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

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

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17 **ARTICLE 43. WAIVER OF AMBULANCE FEES.**

18 Association Members and their dependents (husbands, wives and children)  
19 will not be billed for any ambulance fees charged by the Carson City Fire Department  
20 which are not covered by insurance.

21

22 **ARTICLE 44. LONGEVITY PAY- FS & FP MEMBERS**

23 **44.1 The Plan.**

24 a. Each year as of July 1<sup>st</sup>, FS & FP Members who have completed five (5)  
25 years of continuous service in the Carson City Fire Department are eligible to receive  
26 ½% of the top step of a Fire Fighter/Paramedic salary. For every additional year of

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1 continuous service after the fifth year, an FS & FP Member is eligible for an additional  
2 ½% per year up to a maximum of 8% of the top step of a Fire Fighter/Paramedic  
3 salary.

4           b. Except as provided in this Article, an interruption in continuous  
5 Fire Department service terminates the FS & FP Members' eligibility for longevity  
6 pay, unless the interruption was due to a lay-off.

7           c. Except as provided in this Article, no year(s) of service before the  
8 interruption may be counted in determining the FS & FP Members' subsequent  
9 eligibility.

10           **44.2 FS & FP Members' Evaluation under the Plan.**

11           a. An FS or FP Members' performance must be rated "meets  
12 expectations" or better on the last performance evaluation if the evaluation was  
13 issued within the last 12 months, for him/her to be eligible for additional pay  
14 pursuant to Section A.

15           b. If an FS or FP Members' performance was not rated during the  
16 previous 12 months, his/her performance is assumed to be standard.

17           **44.3 Dates of payment and eligibility.**

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

20           **44.4 Eligibility under particular circumstances.**

21           a. An FS or FP Member who is on leave without pay for an entire  
22 six-month period of qualification is not entitled to pay for longevity for that period.  
23 Leave without pay for 336 hours or less in a calendar year may be counted as time  
24 worked.

25           b. An FS or FP Member who retires and applies for retirement or  
26 who dies during the annual qualifying period is eligible for longevity pay.

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1           c.    An FS or FP Member who is laid off and is rehired within one year  
2 from the date of lay off is eligible for pay for longevity he or she would have earned  
3 if he or she had not been laid off.

4           d.    If an FS or FP Member who is eligible for military reemployment  
5 has been reemployed, the time during which he or she was not employed by the  
6 Employer because of his military service will be counted when determining the rate  
7 for longevity. The person is not eligible for payment for the time not employed by  
8 the Employer.

9           **44.5 Return to City Service.**

10           a.    An FS or FP Member who was vested in the plan for payment for  
11 longevity and who separated from City service and returns to City services is vested  
12 in the plan.

13           b.    The FS or FP Member will receive the same annual rate of  
14 payment he did at the time of his or her separation from service. However, the FS or  
15 FP Member may not receive any annual increases until he or she has again served  
16 the same number of years he had served at the time of his separation from service  
17 plus one year.

18           c.    The years which an FS or FP Member served before the  
19 beginning of the payment of annual increases must be in a single continuous period  
20 which is equivalent to full-time employment.

21

22           **ARTICLE 45.           LONGEVITY PAY- BLS MEMBERS**

23           A longevity benefit is available to BLS Members. The eligibility determination  
24 date for longevity is the last complete pay period that occurs before the first payday  
25 in December and the first payday in June. Eligibility determination and longevity  
26 payment payout will occur semi-annually the first payday in December and June of

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1 each fiscal year.

2 If, on the eligibility determination date, a BLS Member has completed six years  
3 of full-time continuous, regular City service in a bargaining unit position, he/she will  
4 receive \$100 semi-annually payable on the first payday in December and the first  
5 payday in June. This payment is not an adjustment to an employee's base salary but  
6 a lump-sum payout that is subject to PERS contribution. For each additional year of  
7 full-time, continuous service in a bargaining unit position after the sixth year that has  
8 been achieved by the eligibility determination date, the BLS Member will receive an  
9 additional \$50 semi-annually payable as above. Longevity payments shall be capped  
10 at a level for completion of 25 years of service and a BLS Member with more than 25  
11 years of service is paid the same amount as those who have completed 25 years of  
12 service. The semi-annual and total annual payments are set forth in the table listed  
13 below:

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15	Completed	<u>Semi-Annual</u>	<u>Total</u>
16	1-5	None	
17	6	100.00	200.00
18	7	150.00	300.00
19	8	200.00	400.00
20	9	250.00	500.00
21	10	300.00	600.00
22	11	350.00	700.00
23	12	400.00	800.00
24	13	450.00	900.00
25	14	500.00	1,000.00
26	15	550.00	1,100.00

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1	16	600.00	1,200.00
2	17	650.00	1,300.00
3	18	700.00	1,400.00
4	19	750.00	1,500.00
5	20	800.00	1,600.00
6	21	850.00	1,700.00
7	22	900.00	1,800.00
8	23	950.00	1,900.00
9	24	1,000.00	2,000.00
10	25	1,050.00	2,100.00

11

12 a. BLS Members covered under this Article who have had a break in service (e.g.,  
13 resignation, termination, retirement, etc.), will begin a new, initial eligibility  
14 period starting with the date of their last re-employment or reinstatement as  
15 a full-time employee of the City in a bargaining unit position. However, BLS  
16 Members who have been separated as a result of a reduction in force who are  
17 re-called to a bargaining unit position within two years will not be required to  
18 begin a new eligibility period. Periods of employment as a temporary,  
19 seasonal or intermittent employee are not creditable for longevity.

20 b. A BLS Member shall be eligible for a semi-annual payment if, at the last  
21 annual performance evaluation on file in the employee's official personnel file,  
22 the employee received a summary performance rating of "meets  
23 expectations" or better. BLS Members who lose their eligibility for semi-  
24 annual longevity payment because of a performance evaluation below "meets  
25 expectations", will not become eligible for restoration of the longevity  
26 payment until (a) they receive a "meets expectations" or better evaluation at  
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1 the next regularly scheduled annual evaluation; and (b) the effective date of  
2 the "meets expectations" evaluation occurs before the next eligibility  
3 determination date. While the BLS Member loses a year of longevity  
4 payments for a performance evaluation below "meets expectations", the time  
5 spent during that year is counted as part of the continuous service under the  
6 longevity benefit when longevity payments have been restored after the  
7 subsequent "meets expectations" evaluation is achieved by the BLS Member.

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9 **ARTICLE 46. MINIMUM TRAINING, LICENSING AND CERTIFICATION**

10 46.1 All Firefighters and BLS Patient Care Technicians must maintain at least  
11 an EMT basic certificate, an ambulance attendant's license and a valid driver's license  
12 in the class determined by the Department. Employees holding the rank of  
13 Firefighter/Paramedic must maintain their paramedic certificate, an ambulance  
14 attendant's license and a valid driver's license in the class determined by the  
15 Department.

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

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

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1           46.2     All FS Members shall receive a minimum of 400 hours of training  
2     provided by the Carson City Fire Department, after being hired and before being  
3     assigned to fire suppression duties, unless the Fire Chief and the Association agree,  
4     in writing, to fewer hours based on the new hire's previous training and experience.  
5     The type of training will be determined by the Fire Chief.

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7     **ARTICLE 47.**           **TRANSFER OF OPERATIONS**

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

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

5

6       **CARSON CITY**

7       By \_\_\_\_\_  
8       Robert L. Crowell, Mayor  
9       Dated: \_\_\_\_\_

9

10       **CARSON CITY**  
11       **FIRE FIGHTERS ASSOCIATION**

12       By \_\_\_\_\_  
13       Bryon Hunt, President  
14       Dated: \_\_\_\_\_

15       **ATTEST:**

16       \_\_\_\_\_  
17       Sue Merriweather, Clerk/Recorder  
18       Dated: \_\_\_\_\_

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APPENDIX A  
 FISCAL YEAR 2011  
 NO COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/ STEP	ANNUAL SALARY
<b>FIRE INSPECTOR 2</b>	<b>F36-1</b>	62,108.65	5,175.72	2,388.79	29.8599		
<b>2080 HR PER YEAR</b>	<b>F36-2</b>	66,883.40	5,573.62	2,572.44	32.1555		
	<b>F36-3</b>	72,027.59	6,002.30	2,770.29	34.6286		
	<b>F36-4</b>	77,565.12	6,463.76	2,983.27	37.2909		
<b>FIREFIGHTER</b>	<b>328-1</b>	50,767.50	4,230.63	1,952.60	24.4075	<b>228-1</b>	50,767.50
	<b>328-2</b>	54,672.26	4,556.02	2,102.78	26.2847	<b>228-2</b>	54,672.26
	<b>328-3</b>	58,875.59	4,906.30	2,264.45	28.3056	<b>228-3</b>	58,875.59
	<b>328-4</b>	63,402.22	5,283.52	2,438.55	30.4818	<b>228-4</b>	63,402.22
<b>DRIVER/OPERATOR</b>	<b>332-1</b>	56,039.15	4,669.93	2,155.35	26.9419	<b>232-1</b>	56,039.15
	<b>332-2</b>	60,346.37	5,028.86	2,321.01	29.0127	<b>232-2</b>	60,346.37
	<b>332-3</b>	64,987.00	5,415.58	2,499.50	31.2438	<b>232-3</b>	64,987.00
	<b>332-4</b>	69,984.53	5,832.04	2,691.71	33.6464	<b>232-4</b>	69,984.53
<b>FIREFIGHTER/PARAMEDIC</b>	<b>333-1</b>	57,438.73	4,786.56	2,209.18	27.6148	<b>233-1</b>	57,438.73
	<b>333-2</b>	61,855.96	5,154.66	2,379.08	29.7384	<b>233-2</b>	61,855.96
	<b>333-3</b>	66,612.40	5,551.03	2,562.02	32.0252	<b>233-3</b>	66,612.40
	<b>333-4</b>	71,733.09	5,977.76	2,758.97	34.4871	<b>233-4</b>	71,733.09
<b>FIRE CAPTAIN</b>	<b>338-1</b>	64,987.00	5,415.58	2,499.50	31.2438	<b>238-1</b>	64,987.00
	<b>338-2</b>	69,984.53	5,832.04	2,691.71	33.6464	<b>238-2</b>	69,984.53
	<b>338-3</b>	75,364.06	6,280.34	2,898.62	36.2327	<b>238-3</b>	75,364.06
	<b>338-4</b>	81,158.86	6,763.24	3,121.49	39.0187	<b>238-4</b>	81,158.86

<b>MONTHLY SALARY</b>	<b>BI-WEEKLY SALARY</b>	<b>HOURLY RATE 56 HRS</b>
4,230.63	1,952.60	17.4339
4,556.02	2,102.78	18.7748
4,906.30	2,264.45	20.2183
5,283.52	2,438.55	21.7727
4,669.93	2,155.35	19.2442
5,028.86	2,321.01	20.7233
5,415.58	2,499.50	22.3170
5,832.04	2,691.71	24.0331
4,786.56	2,209.18	19.7248
5,154.66	2,379.08	21.2417
5,551.03	2,562.02	22.8751
5,977.76	2,758.97	24.6336
5,415.58	2,499.50	22.3170
5,832.04	2,691.71	24.0331
6,280.34	2,898.62	25.8805
6,763.24	3,121.49	27.8705

APPENDIX A  
 FISCAL YEAR 2012  
 NO COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/ STEP	ANNUAL SALARY
<b>FIRE INSPECTOR 2</b>	<b>F36-1</b>	61,409.92	5,117.49	2,361.92	29.5240		
<b>2080 HR PER YEAR</b>	<b>F36-2</b>	66,130.96	5,510.91	2,543.50	31.7937		
	<b>F36-3</b>	71,217.27	5,934.77	2,739.13	34.2391		
	<b>F36-4</b>	76,692.51	6,391.04	2,949.71	36.8714		
<b>FIREFIGHTER</b>	<b>328-1</b>	50,450.20	4,204.18	1,940.39	24.2549	<b>228-1</b>	50,450.20
	<b>328-2</b>	54,330.55	4,527.55	2,089.64	26.1205	<b>228-2</b>	54,330.55
	<b>328-3</b>	58,507.61	4,875.63	2,250.29	28.1287	<b>228-3</b>	58,507.61
	<b>328-4</b>	63,005.95	5,250.50	2,423.31	30.2913	<b>228-4</b>	63,005.95
<b>DRIVER/OPERATOR</b>	<b>332-1</b>	55,688.90	4,640.74	2,141.88	26.7735	<b>232-1</b>	55,688.90
	<b>332-2</b>	59,969.20	4,997.43	2,306.51	28.8313	<b>232-2</b>	59,969.20
	<b>332-3</b>	64,580.83	5,381.74	2,483.88	31.0485	<b>232-3</b>	64,580.83
	<b>332-4</b>	69,547.12	5,795.59	2,674.89	33.4361	<b>232-4</b>	69,547.12
<b>FIREFIGHTER/PARAMEDIC</b>	<b>333-1</b>	57,079.73	4,756.64	2,195.37	27.4422	<b>233-1</b>	57,079.73
	<b>333-2</b>	61,469.36	5,122.45	2,364.21	29.5526	<b>233-2</b>	61,469.36
	<b>333-3</b>	66,196.07	5,516.34	2,546.00	31.8250	<b>233-3</b>	66,196.07
	<b>333-4</b>	71,284.75	5,940.40	2,741.72	34.2715	<b>233-4</b>	71,284.75
<b>FIRE CAPTAIN</b>	<b>338-1</b>	64,580.83	5,381.74	2,483.88	31.0485	<b>238-1</b>	64,580.83
	<b>338-2</b>	69,547.12	5,795.59	2,674.89	33.4361	<b>238-2</b>	69,547.12
	<b>338-3</b>	74,893.03	6,241.09	2,880.50	36.0063	<b>238-3</b>	74,893.03
	<b>338-4</b>	80,651.61	6,720.97	3,101.99	38.7748	<b>238-4</b>	80,651.61



<b>MONTHLY SALARY</b>	<b>BI-WEEKLY SALARY</b>	<b>HOURLY RATE 56 HRS</b>
4,204.18	1,940.39	17.3249
4,527.55	2,089.64	18.6575
4,875.63	2,250.29	20.0919
5,250.50	2,423.31	21.6367
4,640.74	2,141.88	19.1239
4,997.43	2,306.51	20.5938
5,381.74	2,483.88	22.1775
5,795.59	2,674.89	23.8829
4,756.64	2,195.37	19.6016
5,122.45	2,364.21	21.1090
5,516.34	2,546.00	22.7322
5,940.40	2,741.72	24.4797
5,381.74	2,483.88	22.1775
5,795.59	2,674.89	23.8829
6,241.09	2,880.50	25.7188
6,720.97	3,101.99	27.6963

APPENDIX A  
FISCAL YEAR 2013  
NO COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 56 HRS
<b>FIRE INSPECTOR 2</b>	<b>F36-1</b>	61,409.92	5,117.49	2,361.92	29.5240					
<b>2080 HR PER YEAR</b>	<b>F36-2</b>	66,130.96	5,510.91	2,543.50	31.7937					
	<b>F36-3</b>	71,217.27	5,934.77	2,739.13	34.2391					
	<b>F36-4</b>	76,692.51	6,391.04	2,949.71	36.8714					
<b>FIRE PREVENTION CAPTAIN</b>	<b>F40-1</b>	64,580.83	5,381.74	2,483.88	31.0485					
<b>2080 HR PER YEAR</b>	<b>F40-2</b>	69,547.12	5,795.59	2,674.89	33.4361					
	<b>F40-3</b>	74,893.03	6,241.09	2,880.50	36.0063					
	<b>F40-4</b>	80,651.61	6,720.97	3,101.99	38.7748					
<b>FIREFIGHTER</b>	<b>328-1</b>	50,450.20	4,204.18	1,940.39	24.2549	<b>228-1</b>	50,450.20	4,204.18	1,940.39	17.3249
	<b>328-2</b>	54,330.55	4,527.55	2,089.64	26.1205	<b>228-2</b>	54,330.55	4,527.55	2,089.64	18.6575
	<b>328-3</b>	58,507.61	4,875.63	2,250.29	28.1287	<b>228-3</b>	58,507.61	4,875.63	2,250.29	20.0919
	<b>328-4</b>	63,005.95	5,250.50	2,423.31	30.2913	<b>228-4</b>	63,005.95	5,250.50	2,423.31	21.6367
<b>DRIVER/OPERATOR</b>	<b>332-1</b>	55,688.90	4,640.74	2,141.88	26.7735	<b>232-1</b>	55,688.90	4,640.74	2,141.88	19.1239
	<b>332-2</b>	59,969.20	4,997.43	2,306.51	28.8313	<b>232-2</b>	59,969.20	4,997.43	2,306.51	20.5938
	<b>332-3</b>	64,580.83	5,381.74	2,483.88	31.0485	<b>232-3</b>	64,580.83	5,381.74	2,483.88	22.1775
	<b>332-4</b>	69,547.12	5,795.59	2,674.89	33.4361	<b>232-4</b>	69,547.12	5,795.59	2,674.89	23.8829
<b>FIREFIGHTER/PARAMEDIC</b>	<b>333-1</b>	57,079.73	4,756.64	2,195.37	27.4422	<b>233-1</b>	57,079.73	4,756.64	2,195.37	19.6016
	<b>333-2</b>	61,469.36	5,122.45	2,364.21	29.5526	<b>233-2</b>	61,469.36	5,122.45	2,364.21	21.1090
	<b>333-3</b>	66,196.07	5,516.34	2,546.00	31.8250	<b>233-3</b>	66,196.07	5,516.34	2,546.00	22.7322
	<b>333-4</b>	71,284.75	5,940.40	2,741.72	34.2715	<b>233-4</b>	71,284.75	5,940.40	2,741.72	24.4797
<b>FIRE CAPTAIN</b>	<b>338-1</b>	64,580.83	5,381.74	2,483.88	31.0485	<b>238-1</b>	64,580.83	5,381.74	2,483.88	22.1775
	<b>338-2</b>	69,547.12	5,795.59	2,674.89	33.4361	<b>238-2</b>	69,547.12	5,795.59	2,674.89	23.8829
	<b>338-3</b>	74,893.03	6,241.09	2,880.50	36.0063	<b>238-3</b>	74,893.03	6,241.09	2,880.50	25.7188
	<b>338-4</b>	80,651.61	6,720.97	3,101.99	38.7748	<b>238-4</b>	80,651.61	6,720.97	3,101.99	27.6963

APPENDIX A  
FISCAL YEAR 2014  
2% COLA

RANK	GRADE/STEP	ANNUAL SALARY	MONTHLY SALARY	BI-WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/STEP	ANNUAL SALARY	MONTHLY SALARY	BI-WEEKLY SALARY	HOURLY RATE 56 HRS
FIRE INSPECTOR 2	F36-1	62,638.12	5,219.84	2,409.16	30.1145					
2080 HR PER YEAR	F36-2	67,453.58	5,621.13	2,594.37	32.4296					
	F36-3	72,641.62	6,053.47	2,793.91	34.9239					
	F36-4	78,226.36	6,518.86	3,008.71	37.6088					
FIRE PREVENTION CAPTAIN	F40-1	65,872.45	5,489.37	2,533.56	31.6694					
2080 HR PER YEAR	F40-2	70,938.06	5,911.51	2,728.39	34.1048					
	F40-3	76,390.89	6,365.91	2,938.11	36.7264					
	F40-4	82,264.64	6,855.39	3,164.02	39.5503					
FIREFIGHTER	328-1	51,459.20	4,288.27	1,979.20	24.7400	228-1	51,459.20	4,288.27	1,979.20	17.6714
	328-2	55,417.16	4,618.10	2,131.43	26.6429	228-2	55,417.16	4,618.10	2,131.43	19.0306
	328-3	59,677.76	4,973.15	2,295.30	28.6912	228-3	59,677.76	4,973.15	2,295.30	20.4937
	328-4	64,266.07	5,355.51	2,471.77	30.8971	228-4	64,266.07	5,355.51	2,471.77	22.0694
DRIVER/OPERATOR	332-1	56,802.68	4,733.56	2,184.72	27.3090	232-1	56,802.68	4,733.56	2,184.72	19.5064
	332-2	61,168.58	5,097.38	2,352.64	29.4080	232-2	61,168.58	5,097.38	2,352.64	21.0057
	332-3	65,872.45	5,489.37	2,533.56	31.6694	232-3	65,872.45	5,489.37	2,533.56	22.6210
	332-4	70,938.06	5,911.51	2,728.39	34.1048	232-4	70,938.06	5,911.51	2,728.39	24.3606
FIREFIGHTER/PARAMEDIC	333-1	58,221.32	4,851.78	2,239.28	27.9910	233-1	58,221.32	4,851.78	2,239.28	19.9936
	333-2	62,698.75	5,224.90	2,411.49	30.1436	233-2	62,698.75	5,224.90	2,411.49	21.5312
	333-3	67,519.99	5,626.67	2,596.92	32.4615	233-3	67,519.99	5,626.67	2,596.92	23.1868
	333-4	72,710.45	6,059.20	2,796.56	34.9569	233-4	72,710.45	6,059.20	2,796.56	24.9692
FIRE CAPTAIN	338-1	65,872.45	5,489.37	2,533.56	31.6694	238-1	65,872.45	5,489.37	2,533.56	22.6210
	338-2	70,938.06	5,911.51	2,728.39	34.1048	238-2	70,938.06	5,911.51	2,728.39	24.3606
	338-3	76,390.89	6,365.91	2,938.11	36.7264	238-3	76,390.89	6,365.91	2,938.11	26.2331
	338-4	82,264.64	6,855.39	3,164.02	39.5503	238-4	82,264.64	6,855.39	3,164.02	28.2502

APPENDIX A  
FISCAL YEAR 2015  
2% COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 56 HRS
<b>FIRE INSPECTOR 2</b>	<b>F36-1</b>	63,890.88	5,324.24	2,457.34	30.7168					
<b>2080 HR PER YEAR</b>	<b>F36-2</b>	68,802.65	5,733.55	2,646.26	33.0782					
	<b>F36-3</b>	74,094.45	6,174.54	2,849.79	35.6223					
	<b>F36-4</b>	79,790.89	6,649.24	3,068.88	38.3610					
<b>FIRE PREVENTION CAPTAIN</b>	<b>F40-1</b>	67,189.90	5,599.16	2,584.23	32.3028					
<b>2080 HR PER YEAR</b>	<b>F40-2</b>	72,356.82	6,029.74	2,782.95	34.7869					
	<b>F40-3</b>	77,918.71	6,493.23	2,996.87	37.4609					
	<b>F40-4</b>	83,909.93	6,992.49	3,227.31	40.3413					
<b>FIREFIGHTER</b>	<b>328-1</b>	52,488.38	4,374.03	2,018.78	25.2348	<b>228-1</b>	52,488.38	4,374.03	2,018.78	18.0249
	<b>328-2</b>	56,525.50	4,710.46	2,174.06	27.1757	<b>228-2</b>	56,525.50	4,710.46	2,174.06	19.4112
	<b>328-3</b>	60,871.32	5,072.61	2,341.20	29.2651	<b>228-3</b>	60,871.32	5,072.61	2,341.20	20.9036
	<b>328-4</b>	65,551.39	5,462.62	2,521.21	31.5151	<b>228-4</b>	65,551.39	5,462.62	2,521.21	22.5108
<b>DRIVER/OPERATOR</b>	<b>332-1</b>	57,938.73	4,828.23	2,228.41	27.8552	<b>232-1</b>	57,938.73	4,828.23	2,228.41	19.8965
	<b>332-2</b>	62,391.95	5,199.33	2,399.69	29.9961	<b>232-2</b>	62,391.95	5,199.33	2,399.69	21.4258
	<b>332-3</b>	67,189.90	5,599.16	2,584.23	32.3028	<b>232-3</b>	67,189.90	5,599.16	2,584.23	23.0735
	<b>332-4</b>	72,356.82	6,029.74	2,782.95	34.7869	<b>232-4</b>	72,356.82	6,029.74	2,782.95	24.8478
<b>FIREFIGHTER/PARAMEDIC</b>	<b>333-1</b>	59,385.75	4,948.81	2,284.07	28.5508	<b>233-1</b>	59,385.75	4,948.81	2,284.07	20.3935
	<b>333-2</b>	63,952.73	5,329.39	2,459.72	30.7465	<b>233-2</b>	63,952.73	5,329.39	2,459.72	21.9618
	<b>333-3</b>	68,870.39	5,739.20	2,648.86	33.1108	<b>233-3</b>	68,870.39	5,739.20	2,648.86	23.6505
	<b>333-4</b>	74,164.66	6,180.39	2,852.49	35.6561	<b>233-4</b>	74,164.66	6,180.39	2,852.49	25.4686
<b>FIRE CAPTAIN</b>	<b>338-1</b>	67,189.90	5,599.16	2,584.23	32.3028	<b>238-1</b>	67,189.90	5,599.16	2,584.23	23.0735
	<b>338-2</b>	72,356.82	6,029.74	2,782.95	34.7869	<b>238-2</b>	72,356.82	6,029.74	2,782.95	24.8478
	<b>338-3</b>	77,918.71	6,493.23	2,996.87	37.4609	<b>238-3</b>	77,918.71	6,493.23	2,996.87	26.7578
	<b>338-4</b>	83,909.93	6,992.49	3,227.31	40.3413	<b>238-4</b>	83,909.93	6,992.49	3,227.31	28.8152

APPENDIX A  
FISCAL YEAR 2016  
2% COLA

RANK	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/ STEP	ANNUAL SALARY	MONTHLY SALARY	BI- WEEKLY SALARY	HOURLY RATE 56 HRS
FIRE INSPECTOR 2	F36-1	64,924.29	5,410.36	2,497.09	31.2136					
2080 HR PER YEAR	F36-2	69,915.46	5,826.29	2,689.06	33.6132					
PERS CHANGE ADJUSTED	F36-3	75,292.88	6,274.41	2,895.88	36.1985					
	F36-4	81,081.52	6,756.79	3,118.52	38.9815					
FIRE PREVENTION CAPTAIN	F40-1	68,276.62	5,689.72	2,626.02	32.8253					
2080 HR PER YEAR	F40-2	73,527.17	6,127.26	2,827.97	35.3496					
PERS CHANGE ADJUSTED	F40-3	79,178.94	6,598.25	3,045.34	38.0668					
	F40-4	85,266.90	7,105.58	3,279.50	40.9937					
FIREFIGHTER	328-1	53,538.15	4,461.51	2,059.16	25.7395	228-1	53,538.15	4,461.51	2,059.16	18.3854
	328-2	57,656.01	4,804.67	2,217.54	27.7192	228-2	57,656.01	4,804.67	2,217.54	19.7995
	328-3	62,088.75	5,174.06	2,388.03	29.8504	228-3	62,088.75	5,174.06	2,388.03	21.3217
	328-4	66,862.42	5,571.87	2,571.63	32.1454	228-4	66,862.42	5,571.87	2,571.63	22.9610
DRIVER/OPERATOR	332-1	59,097.50	4,924.79	2,272.98	28.4123	232-1	59,097.50	4,924.79	2,272.98	20.2945
	332-2	63,639.79	5,303.32	2,447.68	30.5961	232-2	63,639.79	5,303.32	2,447.68	21.8543
	332-3	68,533.70	5,711.14	2,635.91	32.9489	232-3	68,533.70	5,711.14	2,635.91	23.5349
	332-4	73,803.96	6,150.33	2,838.61	35.4827	232-4	73,803.96	6,150.33	2,838.61	25.3448
FIREFIGHTER/PARAMEDIC	333-1	60,573.47	5,047.79	2,329.75	29.1219	233-1	60,573.47	5,047.79	2,329.75	20.8013
	333-2	65,231.78	5,435.98	2,508.91	31.3614	233-2	65,231.78	5,435.98	2,508.91	22.4010
	333-3	70,247.80	5,853.98	2,701.84	33.7730	233-3	70,247.80	5,853.98	2,701.84	24.1236
	333-4	75,647.95	6,304.00	2,909.54	36.3692	233-4	75,647.95	6,304.00	2,909.54	25.9780
FIRE CAPTAIN	338-1	68,533.70	5,711.14	2,635.91	32.9489	238-1	68,533.70	5,711.14	2,635.91	23.5349
	338-2	73,803.96	6,150.33	2,838.61	35.4827	238-2	73,803.96	6,150.33	2,838.61	25.3448
	338-3	79,477.08	6,623.09	3,056.81	38.2101	238-3	79,477.08	6,623.09	3,056.81	27.2930
	338-4	85,588.13	7,132.34	3,291.85	41.1481	238-4	85,588.13	7,132.34	3,291.85	29.3915

APPENDIX A  
FISCAL YEAR 2017  
2% COLA

RANK	GRADE/STEP	ANNUAL SALARY	MONTHLY SALARY	BI-WEEKLY SALARY	HOURLY RATE 40 HRS	GRADE/STEP	ANNUAL SALARY	MONTHLY SALARY	BI-WEEKLY SALARY	HOURLY RATE 56 HRS
<b>FIRE INSPECTOR 1</b>	<b>F32-1</b>	59,751.04	4,979.25	2,298.12	28.7265					
<b>2080 HR PER YEAR</b>	<b>F32-2</b>	64,343.67	5,361.97	2,474.76	30.9345					
	<b>F32-3</b>	69,291.67	5,774.31	2,665.06	33.3133					
	<b>F32-4</b>	74,620.28	6,218.36	2,870.01	35.8751					
<b>FIRE INSPECTOR 2</b>	<b>F36-1</b>	66,222.78	5,518.56	2,547.03	31.8379					
<b>2080 HR PER YEAR</b>	<b>F36-2</b>	71,313.77	5,942.81	2,742.84	34.2855					
	<b>F36-3</b>	76,798.74	6,399.89	2,953.80	36.9225					
	<b>F36-4</b>	82,703.15	6,891.93	3,180.89	39.7611					
<b>FIRE PREVENTION CAPTAIN</b>	<b>F40-1</b>	69,642.15	5,803.51	2,678.54	33.4818					
<b>2080 HR PER YEAR</b>	<b>F40-2</b>	74,997.71	6,249.81	2,884.53	36.0566					
	<b>F40-3</b>	80,762.52	6,730.21	3,106.25	38.8281					
	<b>F40-4</b>	86,972.24	7,247.69	3,345.09	41.8136					
<b>FIREFIGHTER</b>	<b>328-1</b>	54,608.91	4,550.74	2,100.34	26.2543	<b>228-1</b>	54,608.91	4,550.74	2,100.34	18.7531
	<b>328-2</b>	58,809.13	4,900.76	2,261.89	28.2736	<b>228-2</b>	58,809.13	4,900.76	2,261.89	20.1954
	<b>328-3</b>	63,330.53	5,277.54	2,435.79	30.4474	<b>228-3</b>	63,330.53	5,277.54	2,435.79	21.7481
	<b>328-4</b>	68,199.67	5,683.31	2,623.06	32.7883	<b>228-4</b>	68,199.67	5,683.31	2,623.06	23.4202
<b>DRIVER/OPERATOR</b>	<b>332-1</b>	60,279.45	5,023.29	2,318.44	28.9805	<b>232-1</b>	60,279.45	5,023.29	2,318.44	20.7004
	<b>332-2</b>	64,912.59	5,409.38	2,496.64	31.2080	<b>232-2</b>	64,912.59	5,409.38	2,496.64	22.2914
	<b>332-3</b>	69,904.37	5,825.36	2,688.63	33.6079	<b>232-3</b>	69,904.37	5,825.36	2,688.63	24.0056
	<b>332-4</b>	75,280.04	6,273.34	2,895.39	36.1923	<b>232-4</b>	75,280.04	6,273.34	2,895.39	25.8517
<b>FIREFIGHTER/PARAMEDIC</b>	<b>333-1</b>	61,784.94	5,148.74	2,376.34	29.7043	<b>233-1</b>	61,784.94	5,148.74	2,376.34	21.2174
	<b>333-2</b>	66,536.42	5,544.70	2,559.09	31.9887	<b>233-2</b>	66,536.42	5,544.70	2,559.09	22.8490
	<b>333-3</b>	71,652.76	5,971.06	2,755.88	34.4484	<b>233-3</b>	71,652.76	5,971.06	2,755.88	24.6060
	<b>333-4</b>	77,160.91	6,430.08	2,967.73	37.0966	<b>233-4</b>	77,160.91	6,430.08	2,967.73	26.4976
<b>FIRE CAPTAIN</b>	<b>338-1</b>	69,904.37	5,825.36	2,688.63	33.6079	<b>238-1</b>	69,904.37	5,825.36	2,688.63	24.0056
	<b>338-2</b>	75,280.04	6,273.34	2,895.39	36.1923	<b>238-2</b>	75,280.04	6,273.34	2,895.39	25.8517
	<b>338-3</b>	81,066.62	6,755.55	3,117.95	38.9743	<b>238-3</b>	81,066.62	6,755.55	3,117.95	27.8388
	<b>338-4</b>	87,299.89	7,274.99	3,357.69	41.9711	<b>238-4</b>	87,299.89	7,274.99	3,357.69	29.9794















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Amended  
Collective  
Bargaining  
Agreement

(July 1, 2010 to June 30,  
2023e)

CARSON CITY

and the

CARSON CITY FIRE FIGHTERS  
ASSOCIATION, LOCAL #2251

of the

INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS

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1 **ARTICLE 1. PREAMBLE AND DEFINED CAPITALIZED TERMS**

2 **A. Preamble:**

3 This ~~Collective Bargaining Agreement (hereafter referred to as the "Agreement")~~  
4 is entered into by and between ~~the consolidated municipality of Carson City, (hereinafter~~  
5 ~~referred to as the "Employer",~~ and Local #2251, I.A.F.F., Carson City Fire Fighters  
6 Association, ~~hereinafter referred to as the "Association." Members of Association,~~  
7 ~~employed by Employer, shall hereinafter be referred to as "Employees". Members of~~  
8 ~~the Association will be referred to as "Members" throughout this Agreement.~~

9 ~~It is~~ The purpose of this Agreement is to achieve and maintain harmonious working  
10 relationships between ~~the parties, parties Employer and Association,~~ to provide a procedure for  
11 equitable and peaceful ~~resolutions adjustment~~ of differences which may arise, and to establish  
12 proper standards for wages, hours, and other conditions of employment.

14 **B. Defined Capitalized Terms.**

15 ~~Capitalized terms used throughout this Collective Bargaining Agreement shall have~~  
16 ~~the meanings given to them in this section unless otherwise specified. they are not~~  
17 ~~listed here and specifically defined in other respective sections.~~

18 ~~Agreement: This Collective Bargaining Agreement.~~

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

20 ~~Association Members: All Members of the Association (Fire Suppression,~~  
21 ~~Fire Prevention, and BLS Members), generally, unless the~~  
22 ~~context contemplates a specific subset of members.~~

23 ~~Employer: The Consolidated Municipality of Carson City.~~

24 ~~Fire Suppression Association Members (also referred to as FS Members):~~

25 ~~Fire Captains; Driver/Operators (DO) Pump Operator Drivers, Firefighters and~~  
26 ~~Firefighter/Paramedics.~~

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1 Fire Prevention Association Members (also referred to as FP Members): Fire  
2 Inspector, Fire Prevention Inspector, Fire Prevention Captain.  
3 Non-Fire Suppression Association Members: BLS Patient Care Technicians  
4 (also referred to as Basic Life Support Members or BLS Members);  
5 Part-time Employees: Employees who are hired by the City for less than or  
6 equal to 1039 hours over the course of a fiscal year.  
7 Seasonal Employees: Employees who are hired by the City for a term of six  
8 months or less over the course of a fiscal year.

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10 **ARTICLE 2. RECOGNITION**

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11 2.1 Employer recognizes the Association as the exclusive bargaining agent for all  
12 ~~employees of the Carson City Fire Department except the Fire Chief, Assistant Chief,~~  
13 ~~Division Chief, Battalion Chiefs, EMS Battalion Chief, Training Battalion Chief, Med-~~  
14 ~~Trans Patient Care Technicians, Part-time employees, or Seasonal employees~~  
15 ~~seasonal positions, and and Unclassified (exempt) employees, employees recognized by other~~  
16 ~~City bargaining units, and Fire Inspectors and/or Fire Prevention Technicians hired after~~  
17 ~~July 1, 2006 unless the Fire Inspectors and/or Fire Technicians are hired from the~~  
18 ~~bargaining unit suppression personnel.~~

20 ~~1. "Seasonal Employees" are employees who are hired by the City for a term of~~  
21 ~~six months or less during a one year fiscal time period, less than one year. "Part-time~~  
22 ~~Employees" are employees who are hired by the City for less than or equal to 1039~~  
23 ~~hours per year.~~

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25 **ARTICLE 3. STRIKES, LOCKOUTS AND DISCRIMINATION**

26 3.1 Association ~~and its Association Members~~ will not strike against

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1 Employer under any circumstances. As used in this article, "strike" means any  
2 concerted:

3 (a) ~~—~~ Stoppage of work, slowdown or interruption of operations by  
4 ~~Association or Association Members~~ ~~its Members~~ ~~Employees~~;

5 (b) ~~—~~ Absence from work by ~~Association or Association its~~  
6 ~~Members~~ ~~Employees~~ upon any pretext or excuse which is not founded in fact; or

7 (c) ~~—~~ Interruption of the operations of Employer by Association ~~or~~  
8 ~~Association its~~ ~~Members~~.

9 3.2 Employer will not lock ~~out~~, restrain, coerce, interfere with, or discriminate  
10 against ~~any Association or Association Members~~ ~~any Member~~ ~~Employee~~ because of  
11 membership in Association or lawful activity on behalf of Association ~~or Association~~  
12 ~~Members~~.

13 3.3 Employer will not discriminate against any ~~Association or its Association~~  
14 ~~Members~~ ~~Members~~ on the basis of race, color religion, sex, sexual orientation, gender  
15 ~~identity or expression, age, disability or national origin,~~ ~~Employee because of race, color,~~  
16 ~~religion, sex, age, physical or visual handicap, national origin~~ or because of political or  
17 personal reasons or affiliations.

18  
19  
20  
21  
22 ~~NRS 613.330.~~

23  
24 **ARTICLE 4. MANAGEMENT RIGHTS**

25 4.1 ~~Consistent with NRS Chapter 288 (Local Government Employee-~~  
26 ~~Management Relations), t~~hose subject matters which are not within the scope of  
27  
28

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1 mandatory bargaining and which are reserved to ~~the~~ Employer without negotiations  
2 include:

3 (a) —The right to hire, direct, assign or transfer ~~an Association~~  
4 ~~Membern-Employee~~, but excluding the right to assign or transfer ~~an Association an~~  
5 ~~Employee-Member~~ as a form of discipline.

6 (b) —The right to reduce in force or lay off ~~any Association Memberay~~  
7 ~~Employee~~ because of lack of work or lack of funds, ~~without following subject to~~  
8 procedures for reduction in work force set forth in Article ~~3129~~.

9 (-c) —The right to determine:

10 (1) —Appropriate staffing levels and work performance standards,  
11 except for safety considerations;

12 (2) —The content of the workday, including without limitation  
13 workload factors, except for safety considerations;

14 (3) —The quality and quantity of services to be offered to the  
15 public; and

16 (4) —The means and methods of offering those services.

17 (d) Safety of the Public.

18  
19  
20 **ARTICLE 5. SALARIES**

21 **A. FS & FP Members**

22 5.1 Effective July 1, 2010, (FY 2011) ~~FS & FP Members eEmployees~~ shall not  
23 receive a merit step increase or cost of living increase. See Appendix A

24 5.2 Effective July 1, 2011, (FY 2012) ~~FS & FP Members Employees~~ shall not  
25 receive a merit step increase or cost of living increase. See Appendix A

26 5.3 Effective July 1, 2012, (FY 2013) ~~FS & FP Members Employees~~ will be  
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1 eligible to receive a merit step increase but not a cost of living increase. See Appendix

2 A

3 5.4 Effective July 1, 2013, (FY 2014) ~~FS & FP Members Employees~~ will be  
4 eligible to receive a merit step increase plus a 2% cost of living increase. See  
5 Appendix A

6 5.5 Effective July 1, 2014, (FY 2015) ~~FS & FP Members Employees~~ are  
7 eligible to receive a merit step increase plus a 2% cost of living increase. See  
8 Appendix A

9 5.6 Effective July 1, 2015, (FY 2016) ~~FS & FP Members Employees~~ are  
10 eligible to receive a merit step increase plus a 2% cost of living increase. See  
11 Appendix A

12 5.7 Effective July 1, 2016, (FY 2017) ~~FS & FP Members Employees~~ are  
13 eligible to receive a merit step increase plus a 2% cost of living increase. See  
14 Appendix A

15 5.8 Effective July 1, 2017, (FY 2018) ~~FS & FP Members Employees~~ are  
16 eligible to receive a merit step increase plus a 3% cost of living increase. See  
17 Appendix A

18 5.9 Effective July 1, 2018, (FY 2019) ~~FS & FP Members Employees~~ are  
19 eligible to receive a merit step increase plus a 3% cost of living increase. See  
20 Appendix A

21 5.10 Effective July 1, 2019, (FY 2020) ~~FS & FP Members Employees~~ are  
22 eligible to receive a merit step increase plus a 3% cost of living increase. See  
23 Appendix A

24 5.11 Effective July 1, 2020, (FY 2021) FS & FP Members are eligible to  
25 receive a merit step increase plus a 3% cost of living increase. See Appendix A

26 5.12 Effective July 1, 2021 (FY 2022) FS & FP Members are eligible to

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1 receive a merit step increase plus a 3% cost of living increase. See Appendix A

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2 5.13 Effective July 1, 2022 (FY 2023) FS & FP Members are eligible to  
3 receive a merit step increase plus a 3% cost of living increase. See Appendix A

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4 **B. BLS Members**

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6 5.1 The parties agree all BLS Members shall be paid in accordance with the  
7 compensation range listed on the job description. The BLS Patient Care Technician  
8 classification pay grade is A3.

9 5.2 The parties agree that effective July 1<sup>st</sup> each year, the minimum and  
10 maximum salary range for the BLS Patient Care Technician classification will be  
11 adjusted upward by 1.75%.

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16 **ARTICLE 6 MERIT SALARY INCREASES**

17 **A. FS & FP Members**

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18 ~~6.12~~ Beginning July 1, 2012, ~~U~~Upon the recommendation of the Fire Chief, ~~and~~  
19 approval of the City Manager, FS & FP Members ~~Employees~~ shall receive annual merit  
20 increases in increments of one merit step per year, provided the employee receives a  
21 "meets expectations" or better evaluation. See Appendix A. Merit increases shall be  
22 effective on the ~~E~~employee's anniversary date ~~after June 30, 2012~~.

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23 ~~6.23~~ Merit salary increases must be approved by the Fire Chief and City  
24 Manager.

25 ~~6.34~~ Except as provided in ~~paragraph and (A)(6.4) & (A)(6.5) 6~~ of this  
26 article, a merit salary increase ~~is~~ paid from the date the ~~E~~employee became eligible

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1 for such increase.

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2 6.45 If a merit salary increase is ~~denied~~disapproved, and then approved at a  
3 later date in the same year, it shall be paid from the date of the approval.

4 6.56 If a merit salary increase is ~~not approved~~disapproved, the reasons  
5 therefore shall be submitted in writing to the ~~E~~employee.

6 **B. BLS Members**

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7 6.1 BLS Members who receive an annual performance evaluation of "meets  
8 expectations" or better, are eligible to receive a merit increase in pay.

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9 6.2 On the recommendation of the Fire Chief, and approval of the City  
10 Manager, annual merit increases may be granted to BLS Members in recognition of the  
11 following overall performance ratings of duties assigned to their position:

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12 a. ~~—~~3.0% pay increase in recognition of an overall "meets expectations"  
13 rating;

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14 b. ~~—~~4.5% pay increase in recognition of an overall "above expectations"  
15 rating;

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16 c. ~~—~~5.5% pay increase in recognition of an overall "outstanding" rating.

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19 **ARTICLE 7. HOURS OF WORK**

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

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26 7.2 ~~—~~Eight (8) hour shift ~~Association Members~~Employees will work an

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1 average of forty (40) hours per week for a total of 2,080 hours per year.

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2 7.3 Ten (10) hour shift Association Members will work an average of forty (40)  
3 hours per week for a total of 2,080 hours per year.

4  
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7 **ARTICLE 8. OVERTIME**

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8 8.1 ~~FS or FP Members~~ ~~Members~~ ~~Employees~~ who work hours outside their  
9 regular shift or hours in excess of their regular tour of duty, at the request of their  
10 supervisor, shall be entitled to overtime pay at the rate of one-and-one half (1.5) times  
11 their regular pay, for each hour, or portion thereof, of overtime worked. Overtime pay  
12 shall be earned in increments of one-half (½) hour.

13 8.2 Overtime pay will be added to the ~~FS or FP Member's~~ ~~Employee's~~ pay  
14 for the period in which the overtime is worked, as reported on the ~~FS or FP Member's~~  
15 ~~Employee's~~ time sheet.

16 8.3 ~~\_\_\_\_\_~~ If an ~~FS or FP Member~~ is requested by his ~~or her~~ supervisor to  
17 report for work during hours outside his ~~or her~~ regular shift, he ~~or she~~ shall receive a  
18 minimum of two hours of overtime pay ~~\_\_\_\_\_~~.

19 8.4 If an ~~FS or FP Member- n Employee~~ reports for work during his ~~or her~~  
20 regular shift, or reports for work after being recalled, but is relieved from duty by his ~~or~~  
21 ~~her~~ supervisor because of lack of

22 work, said ~~FS or FP Member Employee~~ shall receive a minimum of two hours of  
23 regular pay.

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24 8.5 Overtime procedures for non-safety staffing ~~events~~ are as follows:

25 Vacancies will be offered to ~~FS or FP Members~~ before being offered to part-time  
26 employees. If an ~~FS or FP Member Mmember of the Association~~ voluntarily agrees to

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1 work, ~~the FS or FP Member that Member~~employee is obligated to fill the vacancy unless  
2 released for an emergency as determined by the Chief Officer. ~~If No FS or FP Member~~  
3 ~~volunteers for the vacancy, the vacancy will be offered to a Part-Time Employee.~~ If no  
4 ~~Part-Time E~~mployee accepts the vacancy, ~~the FS or FP Member~~ agrees to be  
5 recalled ~~or~~ retained on mandatory overtime. ~~Vacancies for which the overtime shift is~~  
6 ~~being filled will only be offered to appropriately trained and appropriately certified~~  
7 ~~personnel.~~ ~~BLS Members will not be offered overtime except in rare cases and only~~  
8 ~~upon approval by the Fire Chief.~~

10 **ARTICLE 9. SAFETY STAFFING**

11 ~~Fire Suppression personnel shall not be used to fulfill the position of a~~ ~~fill~~ BLS Patient  
12 ~~Care Technician positions.~~ ~~BLS Patient Care Technician personnel shall not be used to fill~~  
13 ~~fulfill the position of any Fire Suppression rank positions.~~

16 9.1 **Fire Suppression and Fire Prevention Staffing:**

17 For the purposes of safety, ~~the~~ Employer shall maintain a minimum of fifteen  
18 (15) ~~Fire S~~uppression ~~P~~ersonnel on duty each day with a minimum of three (3) fire  
19 suppression personnel on each initial response engine ~~company~~ and/or truck  
20 company. ~~For the purposes of this section,~~ Fire ~~S~~uppression ~~P~~ersonnel shall include:  
21 Captain; Driver ~~/~~ Operators (DO); Firefighter; Firefighter/Paramedic. Initial response  
22 engine, ambulance, ~~and/or~~ truck companies shall be designated by the Fire Chief. If  
23 sufficient ~~Fire Suppression Personnel~~ ~~fire-suppression personnel~~ are not available to  
24 meet the minimum safety level as set forth in this Article, ~~FS Members~~ ~~Employees~~ shall  
25 be mandatorily retained ~~and/or~~ recalled on overtime to provide said minimum safety  
26 level of personnel. Employer shall staff each initial response ambulance paramedic

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rescue unit in accordance with sState law. ~~Only FS Members can be used to~~  
~~Volunteers, part-time employees and seasonal employees cannot be used to satisfy~~  
the minimum manning in this section. ~~or to replace or supersede the initial response~~  
~~units designated in this section.~~

**9.2 BLS Ambulance Staffing:**

Employer will make reasonable efforts to staff the BLS ambulance with two (2)  
full-time BLS Patient Care Technicians. However, Employer may staff the BLS  
ambulance with one (1) full-time BLS Patient Care Technician, and one (1) qualified  
part-time employee in certain circumstances for a temporary period of time to ensure  
there are two (2) people staffing the BLS ambulance. For the purposes of this section  
a "temporary period" is:

a. ~~Personal Annual Leave: no more than twenty (20) consecutive~~  
~~operating days work days~~ if a BLS Patient Care Technician is on leave  
that does not qualify as sick, family sick or bereavement leave.

b. Sick, Family Sick, or Bereavement Leave: no more than five (5)  
consecutive ~~work days~~ operating days if a BLS patient care technician is  
out on leave under this category.

c. FMLA: the duration of the approved leave, if the BLS Patient Care  
Technician is on leave under the Family Medical Leave Act.

~~Vacant Position: Thirty (30) Days unless the parties mutually agree to~~  
~~extend the time period for good cause.~~

d.

**9.3 BLS Patient Care Technician Response & Procedure**

**A. BLS Response Categories**

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1 1-A-1, 2 Non-complicated abdominal pain (testicular, groin pain);

2 3-A-1, 2, 3 Animal bites;

3 5-A-1, 2 Non-traumatic back pain;

4 7-A-3, 4, 5 Burns of minor nature;

5 16-A-2, 3 Minor-Moderate eye problems/injuries;

6 17-A-2 Falls (Non- recent, non-dangerous body type);

7 18-A-1 Headache (breathing normally);

8 20-A-1 Heat/cold exposure (alert);

9 21-A-1, 2 Hemorrhage (non-dangerous and minor hemorrhage);

10 25-A-1, 2 Psychiatric (non-suicidal and alert);

11 26-A-1, 2 Sick person (Non-priority complaints);

12 26-X-1, 2 Omega not in use yet;

13 30-A-2, 3 Traumatic Injuries (not dangerous body area, non-recent without priority

14 symptoms);

15 32-B-1 Unknown problem (standing, sitting, moving, talking);

16 33-A-, 2, 3 Transfers no priority symptoms/no cardiac monitoring

17 **B. Response Determination**

18 The dispatcher will utilize the Emergency Medical Dispatch card system to determine the

19 appropriate response. The Duty Battalion Chief has the authority to make changes to unit

20 type response based on information they receive from dispatch. If the call is a Basic Life

21 Support (BLS) BLS call, the BLS unit will respond code 2 unless otherwise directed by the

22 on-scene Captain.

23 In certain cases the BLS unit will respond to assist Advance Life Support (ALS) Engines

24 when the department is out of first-out rescues. *Rescue-53 will be dispatched last (if*

25 *available), prior to a mutual aid ambulance request.* If the call is an ALS call, the assigned

26 paramedic will maintain patient care. Transport will be accomplished by the BLS unit.

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1 **C. Transfers Between ALS and BLS**

2 If the BLS unit is first on scene to an ALS call, they will provide BLS level of  
3 care and  
4 then transfer care to the ALS crew when they arrive. If an ALS Engine is on scene,  
5 the BLS crew will support the ALS crew.

6 If the call is a BLS call and only an ALS unit is available, in certain cases an ALS unit  
7 may arrive first. If the ALS unit has not needed to provide ANY ALS care, and has only  
8 provided BLS care, the patient care can be transferred to the BLS ambulance. The ALS crew  
9 cannot transfer a patient that has received any ALS treatment to a BLS unit.

10 In cases where an ALS unit is dispatched to a scene and encounters a BLS patient, the  
11 ALS unit may request a BLS unit. If the BLS unit is available and no ALS care has been  
12 administered to the patient, the patient care can be transferred to the BLS unit upon arrival.  
13 Consideration must be given, however, to the delay in time it may cause by calling a BLS unit  
14 to the scene if one is not already in route.

15 In cases where dispatch has not made a final determination whether the call is ALS or  
16 BLS, an ALS ambulance will be sent. However, the BLS unit, if available, can trail the ALS  
17 unit to be more readily available should the ALS crew make a determination that it is a BLS  
18 call.

19 **D. Transport**

20 When the patient is loaded, a BLS Patient Care Technician can assist the paramedic in  
21 any function within their scope, training, and certification. The Captain has the full discretion  
22 to allow them to drive, or assign another member of his crew to drive the ambulance. This is  
23 solely the discretion of the Captain.

24 **9.4 Mutual Aid Agreements**

25 Mutual Aid Agreements of the City can only be fulfilled by using FS or FP members.

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1 **9.543. HAZMAT Response**

2 Where the employer responds as part of the "Quad County" hazardous materials  
3 response team (HAZMAT team) in response to hazardous materials incidents requiring  
4 a level A or B entry, the employer will include as its portion of the HAZMAT team  
5 qualified hazardous materials technicians and/or specialists from the Carson City Fire  
6 Department as follows:

7 4, if 15-19 qualified Fire Department HAZMAT technicians  
8 and/or specialists are assigned by the Fire Chief to the  
9 City's HAZMAT unit;

10  
11 5, if 20-24 qualified Fire Department HAZMAT technicians  
12 and/or specialists are assigned by the Fire Chief to the  
13 City's HAZMAT unit.

14  
15 These response levels are based upon qualified ~~E~~employees assigned by the Fire  
16 Chief to the City's HAZMAT unit based on budgeted funding levels approved by the  
17 Board of Supervisors. The employer retains the right to utilize mandatory recall of  
18 qualified Association Members ~~Employees~~ to meet the above staffing levels.

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

25 Nothing in this section prevents the employer from augmenting the above  
26 response to hazmat incidents with qualified responders under mutual aid agreement(s)

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1 approved by the Board of Supervisors ~~and qualified volunteers.~~

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6 **ARTICLE 10. TEMPORARY DUTY PAY**

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

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16  
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18 **ARTICLE 11. HOLIDAYS AND HOLIDAY PAY**

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20 **11.1 The following days shall be observed as legal holidays:**

- 21 New Year's Day (January 1)
- 22 Martin Luther King's Birthday (Second Monday in January)
- 23 President's Day ~~—~~(Third Monday in February)
- 24 Memorial Day \_\_\_\_\_(Last Monday in  
25 May)
- 26 Independence Day (July 4th)

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1	Labor Day	(First Monday in September)
2	Nevada Day	(October 31)
3	Veterans' Day	(November 11)
4	Thanksgiving Day	(Fourth Thursday in November)
5	Family Day	(Fourth Friday in November)
6	Christmas Day	(December 25)

8 Any other day that may be declared a legal holiday by the governments of the  
9 United States, Nevada or Carson City.

12 **11.2 24 Hour Fire Suppression Holiday Pay:** ~~Employees who work twenty-four~~  
13 ~~hour shifts shall receive (a) pay for twelve hours or, (b) twelve hours added to their~~  
14 ~~annual leave time, computed at their regular hourly rate, for each legal holiday, whether~~  
15 ~~on duty or not, as full compensation for such holidays. Beginning on July 1, 2013,~~  
16 ~~Employees~~ **FS Members** who work twenty-four hour shifts shall receive (a) pay for  
17 fourteen hours, or (b) fourteen hours added to their annual leave time, computed at their  
18 regular hourly rate, for each legal holiday, whether on duty or not, as full compensation  
19 for such holidays. Each **FS Member** shall specify within 30 days of ratification of this  
20 contract in which manner he or she wishes to receive his or her holiday compensation.  
21 In the event of a multi-year agreement the **FS Member**~~Employee~~ may make the above  
22 election in writing once a year on or before January 1, which election is effective for one  
23 year beginning on the following July 1st.

24 **11.3 8 Hour Fire Suppression Employees and Fire Prevention Holiday Pay:**  
25 **FS & FP Member**~~employees~~ who work eight **(8)** hour shifts shall receive pay for eight  
26 **(8)** hours, computed at their regular hourly rate, for each legal holiday which falls on

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1 their regular workday.

2 **11.4 BLS Patient Care Technicians Holiday Pay:**

3 BLS Members who work eight (8) hour shifts shall receive: (a) pay for  
4 eight (8) hours, or (b) eight (8) hours added to their annual leave time, computed at  
5 their regular hourly rate, for each legal holiday, whether on duty or not, as full  
6 compensation for such holidays. Each BLS Member shall specify within 30 days of  
7 ratification of this contract in which manner he or she wishes to receive his or her  
8 holiday compensation. In the event of a multi-year agreement the BLS Member may  
9 make the above election in writing once a year on or before January 1, which election  
10 is effective for one year beginning on the following July 1st.

11 **11.4.1 Computing Holiday Pay:** Holiday pay is based on the Association  
12 Member's ~~employee's~~ regular hourly wage for the number of hours in his regular  
13 workday.

14 **11.4.2 Pay for Work on Holiday:**

15 The parties recognize that contributions to the Public Employees Retirement  
16 System (PERS), must be made in accordance with the definition of "Compensation"  
17 contained in NRS 286.025(1). "Holiday Pay" is defined in the Nevada Administrative  
18 Code as: "Compensation for work actually performed during an official holiday as  
19 defined by NRS 236.015 which is in addition to the compensation paid to all  
20 employees who do not work, providing the total working hours do not exceed the  
21 working hours of a normal workweek or pay period as certified by the public employer."  
22 (PERS Policy 1.19). Therefore, the parties agree the City shall be required to comply  
23 with said statute and regulation and policy, and to make contributions to PERS only  
24 when a Association Member ~~n-employee~~ actually works on a holiday as stated in  
25 Section 11.1 of this Article.

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1 **ARTICLE 12** **EDUCATIONAL/INCENTIVE PAY**

2  
3 All provisions of Article 12, except 12.10, only apply to FS & FP Members. FS  
4 & FP Members Employees are eligible to receive educational incentive pay for  
5 completed degrees related to their current job classification. Incentive pay shall be  
6 made as follows:

7 12.1 Tuition and book costs up to \$2,000.00 per semester shall be  
8 reimbursed fully upon completion of a course or courses with a grade of C or better  
9 upon presentation of receipts. ~~An FS & FP Member An Employee~~ who receives a  
10 scholarship is only entitled to reimbursement of out-of-pocket expenses incurred in  
11 paying tuition or purchasing books.

12 12.2 In addition to tuition and book costs, incentive payments will be made on  
13 the following schedule:

- 14
- 15 a. AA degree in Fire Science, Fire Administration or related field approved by the  
16 Fire Chief and/or BA/BS degree in Fire Science, Fire Administration,  
17 Business Administration, Chemistry or related field approved by the Fire Chief:  
18 2.5% added biweekly;
  - 19 b. ~~FS & FP Members Fire-suppression Employees~~ other than  
20 firefighter/paramedics who hold current EMT II certification as determined by  
21 State standards or a higher degree: 2.5% added biweekly;
  - 22 c. FS & FP Members ~~Fire-suppression Employees~~ other than those employed as  
23 FF/Paramedics, who hold current paramedic certification as determined by  
24 state standards and the local medical advisory board: 6.0% added biweekly.
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1 ~~\_\_\_\_\_~~ 12.3 ~~\_\_\_\_\_~~ New FS & FP Members ~~Employees~~ shall not receive  
2 tuition or book costs for courses or degrees completed prior to their employment.

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3 \_\_\_\_\_ 12.4 \_\_\_\_\_ Qualified fire investigators designated by the Fire Chief shall receive  
4 incentive pay of two and one-half percent of the FS & FP Member's~~Employee's~~ wage  
5 added biweekly.

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6 \_\_\_\_\_ 12.5 \_\_\_\_\_~~Beginning July 1, 1990~~ up to \$750.00 in educational costs per fiscal  
7 year required to maintain Nevada State ~~EMT-Advance~~Paramedic ~~ed~~ Certification may be  
8 reimbursed to qualified Employee~~FS & FP Members~~ s-for required educational courses,  
9 subject to prior approval by the Fire Chief.

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11 ~~qualified Employees for required educational courses, subject to prior approval by the~~  
12 ~~Fire Chief.~~

13 12.6 Qualified (certified) Hazardous Materials Technicians and/or Specialists  
14 assigned by the Fire Chief to a Hazardous Materials Response Unit designated by the  
15 Fire Chief shall receive incentive pay of three percent (3%) added biweekly during said  
16 assignment.

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17 12.7 ~~Fire Suppression e~~~~Employees~~ Employees~~Employees~~ FS & FP Members who  
18 successfully complete HAZMAT Technician and Chemical courses and receive a  
19 HAZMAT/Chemical ~~t~~Technician certificate will be paid 1% biweekly as incentive pay.  
20 The courses of training and the certificates are subject to the approval of the Fire  
21 Chief. It is understood that certification will be granted for purposes of this paragraph  
22 to all Employees~~FS & FP Members~~ who successfully complete the HAZMAT Technician  
23 and Chemistry courses. ~~Employees~~ FS or FP Members ~~assigned to the HAZMAT unit~~  
24 pursuant to section 12.6 of this article are not entitled to the benefits of this paragraph.

25 12.8 ~~An Employee~~A FS Member who is assigned to serve as a paramedic  
26 preceptor during a certification period shall be paid \$400.00 per month for the time of

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1 the assignment as preceptor. Portions of a month shall be prorated at a rate of  
2 \$40.00 per 24 hour period.

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3 12.9 Any ~~FS or FP Member Employee~~ given an extra duty assignment in an  
4 administrative function on a 40 hour week will receive an additional ten percent (10%)  
5 of their base pay. This assignment is for those duties assigned to a FS or FP Member  
6 ~~an Employee~~ which are in addition to and beyond the normal and customary duties  
7 assigned and which are distinctly different from their normal and customary duties.  
8 This does not apply to personnel assigned to light duty.

9 12.10 An Association Employee-Member (FS, FP, or BLS Member) who is  
10 expected by the City to fluently speak, read or write in Spanish in the performance of  
11 his or her job at least ~~3-three~~ (3) times per week shall receive 2.5% of the  
12 Association Member's Employee's base salary for time in such an assignment. The  
13 Fire Chief Employee's department head has the final authority to determine whether the  
14 use of Spanish is expected. The City may require testing to determine whether the  
15 Employee is fluent in Spanish so as to be eligible for this benefit.

16 12.11 All educational/incentive pay provided in this article shall be paid as a  
17 percentage of base pay. There shall be no compounding of additional pay.

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21 **ARTICLE 13. TRADING**

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22 13.1 FS Members Employees may exchange or trade work hours or shifts provided  
23 it does not interfere with the operation of the Fire Department, subject to prior approval  
24 of the Fire Chief or his designee. ~~FS Members Any Employee(s)~~ who agree(s) to  
25 such trading shall hold the employer harmless for the failure of the other FS Member  
26 Employee(s) to pay back traded time. Three-way trades are permissible and must be

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rank for rank except where the ~~FS Member~~~~Employee(s)~~ filling in for the shift traded is determined by the Fire Chief or his designee to be qualified to perform all of the duties and responsibilities of the position being manned either by being designated to serve in an "acting" capacity in that position or otherwise certified as being so qualified. ~~A FS Member~~ ~~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. ~~Any FS Member~~ ~~The employee~~ who ~~faile~~~~fails~~ 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. ~~BLS Patient Care Technicians and Fire Inspectors may not trade shifts with fire suppression employ~~~~FS Member~~~~sees.~~

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13.2 BLS Members may exchange or trade work hours or shifts provided it does not interfere with the operation of the Fire Department, subject to prior approval of the Fire Chief or his or her designee. BLS Members who agree to such trading shall hold the employer harmless for the failure of the other BLS Member to pay back traded time. A BLS Member who agrees to work a trade is responsible for filling the shift he or she agreed to work, at no cost to the City. Any BLS Member who fails 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. BLS Patient Care Technicians and Fire Inspectors may not trade shifts with FS or FP Members.

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**ARTICLE 14. PAYROLL DEDUCTIONS**

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

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1 14.2 An authorization for payroll deductions shall remain in effect until it is  
2 rescinded by the Association MemberEmployee. However, if the Association Member's  
3 an Employee's wages for any pay period are less than his total authorized deductions,  
4 no deductions shall be made for the pay period and the Employee will hold the  
5 Employer harmless for nonpayment of these deductions.

6 14.3 The Association shall indemnify and defend against any claims made or  
7 actions filed against the Employer as a result of its compliance with this Article.

8  
9 **ARTICLE 15. RETIREMENT CONTRIBUTIONS**

10 15.1 If PERS or the Nevada State Legislature takes any single action to  
11 increase the total contribution rate for the Police and Firefighter's Retirement Fund or  
12 the Regular Employee Retirement Fund in an amount of 1.5% or less, Carson City will  
13 pay one half of the increase up to .75%, and the Employee's Association Member's  
14 salary will be reduced by one half of the increase up to .75%, however, Carson City  
15 will increase the Association MemberEmployee's salary on the effective date of the  
16 reduction in salary in an amount equal to the reduction made to the Association  
17 MemberEmployee's salary.

18 15.2 If PERS or the Nevada State Legislature takes any single action to increase the  
19 total contribution rate for the Police and Firefighter's Retirement Fund or the Regular  
20 Employee Retirement Fund in an amount that exceeds 1.5%, Carson City will pay one-  
21 half of the increase and the Association MemberEmployee's salary will be reduced by  
22 one-half of the increase, however, Carson City will increase the Association  
23 MemberEmployee's salary .75% on the effective date of the reduction. (Any amount  
24 over 1.5% will be split equally between Carson City and the Association  
25 Memberemployee.)

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4 **ARTICLE 16 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**

5 16.1 Employer will provide all turnouts and safety equipment needed by **FS &**  
6 **FP Members**. In addition, Employer will replace such turnouts and safety equipment  
7 whenever a Supervisor deems necessary and with the approval of the Fire Chief or the  
8 Chief's designee.

9 16.2 Uniforms, turnouts, and safety equipment shall conform to all current NFPA  
10 safety standards at the time of purchase. Existing uniforms, turnouts, and safety  
11 equipment shall have been in compliance with the edition of the NFPA standard that  
12 was current when the uniforms, turnouts, and safety equipment were manufactured.  
13 Replacement uniforms, turnouts, and safety equipment shall be in compliance with the  
14 current edition of the NFPA standards. New hire turnouts and safety equipment shall  
15 be in compliance with the current edition of the NFPA standards. —Variances or  
16 exceptions to NFPA standards can only be made if approved by the  
17 **Employees Association Members**, acting through the **a**Association, and the **f**Fire **e**Chief.  
18 Any such variance shall be in writing and signed by the **a**Association **p**President and  
19 the **f**Fire **e**Chief, or the designee of either of them.

20 16.3 Employer will pay each **FS Member**~~Employee~~ ~~One thousand-twotwelve~~  
21 hundred dollars (\$1200.00) per year toward the cost of uniforms. **FP Non-**  
22 ~~suppression~~ **Member**~~se~~~~Employees~~ shall be paid a uniform allowance of ~~seven-twelve-~~  
23 hundred dollars (~~\$700~~**1200**.00) per year. Said payments will be made in two equal  
24 installments on the first payday in December and the last payday in June. **BLS**  
25 **Member uniforms will be supplied as part of their position, so BLS Members are not**  
26 **entitled to a uniform allowance. A replacement uniform will be made at no cost to the**

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1 BLS Member when it is necessary due to normal wear or when damaged in the course  
2 and scope of employment. BLS Patient Care Technician uniforms are the property of  
3 the City.

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4 16.4 —Any changes to Class A uniforms ~~after July 1, 2010~~ must be paid  
5 for by the City.

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6 16.5 —~~Upon hiring,~~ the City will pay each new FS Member three hundred  
7 dollars (\$300.00) in the first paycheck to be used toward the cost of uniforms.  
8 Thereafter, the FS Member ~~Employee~~ will receive three hundred dollars (\$300.00) at  
9 the next uniform pay-out and six hundred dollars (\$600.00) at the following uniform  
10 pay-out as set forth in paragraph 16.3 above.

11 16.6 —FS Members who have successfully completed their probationary  
12 period may elect to purchase and to wear on duty a Cairns Sam Houston N6A black  
13 leather helmet solely at the Member's own expense. Any FS Member who elects to  
14 purchase and to wear such a helmet while on duty shall also be solely responsible for  
15 purchasing the initial and replacement helmet shields, for maintaining and replacing the  
16 leather helmet, except as provided in Article 17, and for keeping the Department's  
17 standard-issue thermo-plastic helmet in the FS Member's back-up gear to be worn  
18 whenever the leather helmet is out of service.

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21 **ARTICLE 17 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY**

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22 Upon approval of the Fire Chief, the employer shall reimburse Association  
23 Employee-Member for the costs of repairing or replacing authorized personal property  
24 required by the employer which is lost, damaged or stolen in the performance of duty  
25 within thirty (30) days of notification of the Fire Chief as follows:

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26 17.1 ————— Watches up to \$50.00.

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1 17.2 —Prescription eyeglasses/contact lenses up to a maximum of  
2 \$300.00 of repair or replacement costs.

3 17.3 —Leather helmet up to the replacement cost of the Department's  
4 standard issue thermo-plastic helmet.

5  
6  
7 **ARTICLE 18 GROUP LIFE INSURANCE**

8 Employer shall pay one hundred percent (100%) of the premium for a  
9 \$50,000.00 policy of group term life insurance for each FS & FP Member. Employer  
10 shall pay one hundred percent (100%) of the premium for a \$20,000.00 policy of  
11 group term life insurance for each BLS Member.

12  
13  
14 **ARTICLE 19 GROUP HEALTH INSURANCE**

15 19.1 —All Association EmployeesMembers, except those on temporary status  
16 and those excluded from enrollment by the terms and conditions of the insurance  
17 contract, may enroll in Employer's group health insurance plan, and shall be covered  
18 after a waiting period in accordance with City policy.

19  
20  
21 **19.12 Employer-Employee ~~share~~ Share of premiumPremium**

22 a. —Employer shall pay 100% of the FS & FP Member's premium for  
23 group health insurance coverage and 75% of the dependent's premium for group  
24 health coverage. Employer shall pay 100% of the BLS Member's premium for group  
25 health insurance coverage and 65% of the dependent's premium for group health  
26 coverage.

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1 b. ~~—The Association Employee-Member~~ shall have the option of  
2 converting the health insurance coverage at the time of his separation from  
3 employment by Employer by commencing to pay 100% of the total premium, prior to  
4 the retirement language below.

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5 c. ~~—~~The City will pay 90% of retiree group health, dental, vision and  
6 life insurance coverage premiums plus 50% of the spouse's and eligible dependent's  
7 premium for health, dental and vision except as provided below. The City agrees to  
8 cover eligible retirees and dependents, as the term "dependents" is defined in the  
9 City's group health insurance plan in existence on the date of retirement, under the  
10 City group health insurance plan offered to active ~~e~~EmployeesAssociation Members, as  
11 modified from ~~\_~~time-to-time~~e~~.

12 ~~1. 4.~~—In order to be eligible for the benefits provided in this Section 19.21(c),  
13 the bargaining unit employee/retiree of the Carson City Fire Department will  
14 have (i) a minimum of 20 continuous years of full time bargaining unit service  
15 with the Carson City Fire Department; and (ii) shall have actually retired under  
16 the Nevada PERS retirement qualifications in existence on the date of the  
17 retirement.

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18 2. The City will pay premiums for:

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

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

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

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

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

10 3. If the benefits provided to retirees, their spouse and dependents under  
11 this Section 19.21(c) are modified (reduced or eliminated) in the future by mutual  
12 agreement of the City and the Union including binding fact-finding or interest arbitration  
13 pursuant to NRS Chapter 288, such modification shall not apply to retirees, their  
14 spouses and dependents then receiving the benefits, and the retiree, their spouse or  
15 dependent shall continue to receive the benefit on the basis specified by the collectively  
16 bargained agreement in effect as of the date of retirement.

17 4. This provision of the contract is in exchange for a permanent 1.0%  
18 reduction in the bargaining unit employee's biweekly base salary, effective on and after  
19 February 1, 2005 and a 2.0% reduction in the bargaining unit employee's biweekly base  
20 salary, effective on and after July 1, 2012. Should the Retirement Insurance benefit  
21 provided for in this Article be eliminated, the 3.0% reduction in the employee's biweekly  
22 base salary shall be restored on and after the effective date of elimination of this benefit.

23 19.32 Nothing contained in Section 19.21(c) is intended to revoke, repeal,  
24 replace or otherwise modify the rights created in Article 243.9 of the collectively  
25 bargained agreement.

26 19.43 An Employeeemployee on leave without pay may continue the group  
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1 health insurance coverage for a maximum period of one year by making application to  
2 the Human Resources Department and enclosing a certified check payable to Carson  
3 City.

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4 19.5-4 —The City agrees that any changes in Medical Insurance benefits will  
5 be made in accordance with Nevada law.

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7 **ARTICLE 20. PHYSICAL EXAMINATIONS**

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8 20.1 Employer shall pay for physical examinations of FS and FP Members  
9 employees that are required by NRS 617.455(2) and NRS 617.457(3). Such  
10 examinations shall be performed by the Employer's physician.

11 20.2 Employer shall also pay for annual physical examinations of BLS  
12 members. Such examinations will be performed by the Employer's physician.

13 20.23 Employer shall also provide an annual hearing test by a qualified person  
14 for each Association EmployeeMember.

15 20.34 Employer shall also provide at its expense immunizations and screening  
16 as are necessary to comply with all applicable OSHA, ~~f~~Federal, ~~s~~State, and local  
17 regulations and such additional immunizations and screening as deemed necessary by  
18 the Fire Chief.

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19 20.45 The parties recognize the Employer's right to develop and adopt  
20 minimum physical fitness standards which are based on the essential functions of the  
21 Association Employee's-Member's job description and to institute a mandatory physical  
22 fitness training program to insure that all Association Employees-Members are able to  
23 meet minimum physical fitness standards on an annual basis. Failure to meet the  
24 minimum physical fitness standards may lead to suspension, demotion, or termination  
25 of the Association EmployeeMember. By agreeing to this provision, the Association  
26 does not approve the physical fitness standard adopted by the Association-Employer

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1 and reserves all rights to challenge the job-related validity or other aspects of the  
2 standard to the extent that such challenge is not in conflict with the Employer's rights  
3 under NRS 288.150(3).

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5 **ARTICLE 21. ANNUAL LEAVE – FS & FP Members**

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6 Seasonal, Part-Time or Temporary Employees are ineligible for annual leave.

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7 vacation benefits.

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8 FS & FP Members:

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9 **21.1 Eligibility.** For the purpose of determining eligibility for annual leave,  
10 the term "continuous service" means that service commencing with appointment to a  
11 position with the Employer and continuing until resignation or discharge.

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13 **21.2 Qualifying Period.** Upon employment, ~~an eEmployee~~ the FS or FP  
14 Member will begin to accrue annual leave; however, ~~an eEmployee~~ he or she may not  
15 use annual leave until ~~he~~ he or she has completed one year of continuous service.

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17 **21.3 Accrual Rate.**

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18 a. Regular full-time FS & FP Members shall accrue annual leave at  
19 the following rates:

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<u>Continuous Service</u>	<u>8-Hour Shift</u>	<u>24-Hour Shift</u>
0 - 12 months	6 hrs. per month	9 hrs. per month
13 - 24 months	8 hrs. per month	11 hrs. per month
25 - 60 months	10 hrs. per month	14 hrs. per month
61-120 months	14 hrs. per month	20 hrs. per month
Over 120 months	16 hrs. per month	24 hrs. per month
Maximum accumulation	378 hrs.	528 hrs.

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

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c. ~~A FS or FP Member An eEmployee~~ who has accrued annual leave in excess of the maximum time specified above and who through no fault of his ~~or her~~ own ~~has been~~ is unable to use such excess annual leave prior to January 1st of the year following the year in which such leave is accumulated, shall be allowed to accrue annual leave in excess of the maximum.

**21.4 Vacation Pay.** ~~An eEmployee~~ A FS or FP Member shall be paid his ~~or her~~ regular hourly rate for each hour of annual leave used.

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**21.5 Reservation of ~~vacation~~ Vacation dates** Dates.

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a. ~~FS or FP Member~~ Employee requests for vacation dates shall be granted as provided in this Article except in emergency situations. The vacation request submitted on or before December 15th shall consist of consecutive shifts and shall be given priority in descending order of seniority within the Department. ~~—~~ In cases of a tie within the bargaining unit, the ~~association~~ Association will submit a list setting the priority for the affected (tied) ~~eEmployees~~ Employees. Requests submitted after December 15th shall be given priority in the order that they are made without regard to seniority. In order to allow the ~~eEmployer~~ Employer to adequately plan for the operational and staffing needs of the Fire Department, ~~all FS & FP MemberseEmployees~~ Employees must give the ~~eEmployer~~ Employer a minimum of 24 hours written notice of any request to cancel scheduled annual leave, provided, however, when the need to cancel any such scheduled leave is based on factors outside the control of the ~~FS or FP MembereEmployee~~ Employee and materially occurs or changes inside said time frame, the ~~FS or FP MembereEmployee~~ Employee will not be penalized for any request to cancel annual leave within said minimum time frame.

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b. -If there are fifty-one (51) or less ~~fire~~ Fire Ssuppression

Personnel in the bargaining unit, -two (2) fire suppression personnel may be off on annual leave per day.

c. -If there are between fifty-two (52) and sixty (60) fire

suppression personnel in the bargaining unit, three (3) fire suppression personnel may be off on annual leave per day.

d. -If there are more than sixty-one (61) fire suppression personnel

in the bargaining unit, four (4) fire suppression personnel may be off on annual leave per day.

**21.6 Minimum vacation time.** The minimum period of annual leave that may

be used for 24 hour ~~employees~~ Association Members shall be four (4) -hours.

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

**21.7 Advanced leave.** Under special circumstances, annual leave may be

advanced to an FS or FP Member Employee. Requests for advanced leave must be fully justified and approved by the Fire Chief and the City Manager. Each request will be considered separately and on its own merits.

**21.8 Resignation and/or Retirement.**

a. A FS or FP Member ~~An eEmployee~~ who is about to resign, retire

under the provisions of the State Retirement Act, or be laid off without fault on his part, may either be granted sufficient time to use his accrued annual leave before the effective date of his resignation, retirement or layoff, or paid a lump sum for such accrued leave.

b. A FS or FP Member ~~An eEmployee~~ shall give the Fire Chief

written notification at least two (2) weeks prior to resignation or the EmployeeFS/FP Member shall waive the ability to receive a lump sum payment for 80 hours for 8-hour

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1 shift ~~Employees~~Association Members or 112 hours for 24 hour shift

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2 ~~Employees~~Association Members of accrued annual leave except in emergencies  
3 approved by the Fire Chief or his designee which approval shall not be unreasonably  
4 withheld. The forfeiture of the right to receive said lump sum payment shall not waive  
5 the right to take said time as time off.

6 21.9 Death of Employee. Upon the death of an ~~e~~Employee, a lump sum  
7 payment for his accrued annual leave will be made to his beneficiary or estate, upon  
8 receipt of proof of death and beneficiary.

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11 ARTICLE 22. ANNUAL LEAVE-BLS MEMBERS

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12 22.1 BLS Members shall earn annual leave for each calendar month or  
13 prorated fraction thereof in accordance with the following schedule:

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14	<u>Less than one year:</u>	<u>6 hours</u>
15	<u>After one year but less than two years:</u>	<u>8 hours</u>
16	<u>After two years but less than five years:</u>	<u>10 hours</u>
17	<u>After five years of continuous employment:</u>	<u>14 hours</u>

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18 BLS Members are required to request annual leave a minimum of 72 hours prior to the  
19 requested day(s) off. Notice is to be provided to the Operations Battalion Chief.

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20 22.2 Limitation: A maximum of 280 unused vacation hours will be allowed to  
21 accumulate from year to year. Earned annual leave in excess of 280 hours must be  
22 taken prior to January 1<sup>st</sup> each year, or such excess may be forfeited. BLS MemberAn  
23 employee who has earned annual leave in excess of the maximum time specified  
24 above and who, through no fault of his or her own, is unable to use such excess  
25 annual leave prior to January 1<sup>st</sup> of the year following the year in which such leave is  
26 accumulated, shall be compensated for the amount of annual leave in excess of the

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1 maximum. A ~~n-BLS Member's employee's~~ accumulated annual leave may never  
2 exceed 280 hours, regardless of the employee's years of service. The minimum  
3 period of annual leave that may be used for BLS Members shall be four (4) hours.  
4 Fractions of an hour shall be rounded off to the next whole hour.

5 22.3 Annual Leave Upon Termination: Upon termination, the BLS  
6 Member employee will receive a lump sum payment for all accumulated unused annual  
7 leave at 100% the current contract salary unadjusted for retirement. No BLS Member  
8 employee shall be paid for accumulated leave upon termination of service unless  
9 employed six months or more.

10 22.4 Becoming Ill While on Vacation: A BLS Member n employee who  
11 submits satisfactory evidence that, during the eBLS Member's employee's vacation period,  
12 the BLS Member employee was hospitalized for a disability, or that the BLS  
13 Member employee was disabled for at least 2 consecutive days without hospitalization,  
14 shall, at the BLS Member employee's request, be granted sick leave for the period of  
15 the BLS Member employee's disability to the extent that the BLS Member employee is  
16 entitled to such leave under the provisions of the applicable Sick Leave Article, and the  
17 portion of the employee's lost vacation time for which sick leave was granted shall be  
18 credited to the employee.

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21 **ARTICLE 232. MILITARY LEAVE**

22 An Association Employee-Member who is an active member of the Nevada  
23 National Guard or any reserve component of the United States Armed Forces shall,  
24 upon request, be relieved from his Fire Department duties to serve under orders for  
25 military duty,

26 without loss of pay or accrued annual leave, for a period not to exceed fifteen  
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1 (15) workdays in any calendar year.

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4 **ARTICLE 243. SICK LEAVE- FS & FP MEMBERS**

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5 **243.1 Eligibility.** For the purpose of determining eligibility for sick leave  
6 allowance, the term "continuous service" means that service commencing with  
7 appointment to a position with the Employer and continuing until resignation or  
8 discharge. For the purpose of determining such leave earned, the term "actual  
9 service" means the number of days actually worked on the job; provided, however,  
10 that absence from work due to sick leave with pay, vacation, injury or illness incurred  
11 in the City service and absence on temporary military duty shall be deemed actual  
12 service.

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13 **243.2 Qualifying Period.** There is no qualifying period.

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14 **243.3 Accrual of Sick Leave:**

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15 a. **FS & FP Employees Association Members** shall accrue sick leave

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16 at the following rates:

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17 Continuous Service 8-Hour Shift

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18 24-Hour Shift

19 0 - 12 months	6 hrs/month	9 hrs/month
20 13-120 months	10 hrs/month	16 hrs/month
21 Over 120 months	16 hrs/month	24 hrs/month
22 Maximum Accumulation	1080 hours	1512 hours

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23 **243.4 Authorized Use of Sick Leave:**

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

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

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7 **243.5 Certificate of Illness:** The Fire Chief or the Chief's designee may orally  
8 request a written physician's certificate of illness when the absence is in excess of  
9 three consecutive shifts and/or whenever there is reason to believe sick leave is being  
10 abused. When abuse is suspected the oral request for a physician's certificate will be  
11 followed within 24 hours by a written request for the certificate stating the reason for  
12 suspecting abuse of sick leave. Any ~~Employee~~ employee who is released from duty by  
13 a physician for illness or injury (on or off the job) is required to provide a physician's  
14 statement authorizing the ~~Employee~~ employee to return to work. The release must  
15 contain the following information: (a) That the ~~Employee~~ employee is again fit for duty;  
16 (b) The date the ~~Employee~~ employee is fit for duty; (c) Any medical conditions and/or  
17 restrictions on the ~~Employee~~ employee's return to duty; (d) Physician's name, address,  
18 phone number, signature and date. The release back to work must be provided to the  
19 on-duty Battalion Chief prior to reinstatement to the duty schedule.

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20 **243.6 Forfeiture of Sick Leave:** No ~~Employee~~ employee shall be entitled to use  
21 sick leave while absent from duty on account of any of the following:

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

24 b. Disability arising from any conduct which is in violation of Federal,  
25 State, or local statute, written ~~e~~City or ~~d~~Departmental policy, or direct order of the Fire  
26 Chief.

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

28 **243.7 Advanced Sick Leave:** The Fire Chief may approve up to thirty (30)

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1 working days of advance sick leave subject to the following criteria:

2 a. \_\_\_\_\_ Evidence in the form of a physician's medical certificate.

3 b. All available accumulated sick leave will be exhausted before  
4 advancement.

5 c. All available vacation leave will be exhausted before  
6 advancement.

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

10 **243.8 Maternity/Paternity Leave:** Maternity leave may be as follows: Light  
11 duty status may be provided for an employee when, upon recommendation of the  
12 employee's personal physician she is unable, for medical reasons, to perform usual fire  
13 suppression tasks. The decision to provide light duty status shall be at the sole  
14 discretion of the Fire Chief, but shall not affect the safety of the pregnant employee.  
15 At no time shall the employee lose any seniority. Sick and ~~a~~Annual leave shall  
16 continue to accrue during light duty status.

17 Paternity leave shall be as follows: Absence from work due to maternity of an  
18 employee's wife shall be specifically defined as illness of a member of the immediate  
19 family and any leave granted will be limited to those shifts as prescribed in ~~p~~Paragraph  
20 4.

21 **243.9 Family Medical Leave:** ~~The City of~~ Carson City will comply with the  
22 requirements of the Family Medical Leave Act (FMLA). When a qualifying FMLA event  
23 occurs, unpaid FMLA leave will run concurrently with paid annual, sick and any other  
24 available leave. Once all paid leave is exhausted, the remainder of the leave period  
25 will then consist of unpaid FMLA leave. Unpaid FMLA leave may also run concurrently  
26 with worker's compensation leave or other benefits.

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1 **243.10 Minimum Sick Leave to be Taken:** The minimum sick leave to be taken

2 at one time by an Employee shall be two (2) hours for 24 hour  
3 employees Association Members. Fractions of hours of sick leave shall be considered  
4 as the next largest whole hour.

5  
6 **243.11 Compensation for Unused Sick Leave:** Compensation for unused sick

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

20 Beginning July 1, 2012, an Employee who dies or retires with 25  
21 years of Carson City Fire Department service or more will be paid one hundred (100)  
22 percent of his accrued sick leave up to 1512 hours if a 24-hour shift employee or  
23 1080 hours for an 8-hour shift employee, at the Employee's latest, highest  
24 hourly rate.

25 After ten (10) years of Carson City Fire Department service,  
26 Employees Association Members who retire or terminate service may, in lieu of taking a

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

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12 A FS or FP Member who dies in the line of duty shall have 100% of his or her  
13 sick leave paid out to his or her designated beneficiary or his or her estate if he does  
14 not designate a beneficiary, regardless of length of service.

15 **243.12 Catastrophic Leave.**

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16 **a. Definitions**

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

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

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

25 **b. The Catastrophic Leave Account.**

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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 and annual 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 (including sick and annual) which may be transferred in any one calendar year is 100 for 8-hour Employees and 120 for 24-hour Employees. The minimum number of hours which may be transferred in any one calendar year is 20 hours. Leave will be placed in a pool for the use of any eligible eCity 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~~ 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/her sick account. The maximum number of hours that may be transferred to an Employee pursuant to this

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1 section is 320 per catastrophe for an 8-hour Employeeemployee and 480 for a 24-  
2 hour Employeeemployee. Catastrophic leave may not be used when the subject of the  
3 catastrophe is a member of the Employeeemployee's immediate family. Catastrophic  
4 leave is limited to catastrophes which befall the Employeeemployee.

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

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

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

14 **d. Approval of Catastrophic Leave**

15 1. The City Manager or his designee, is the person who must approve  
16 the transfer of a specified number of hours of leave from the catastrophic leave  
17 account to the account of any Employeeemployee who is eligible to receive such leave.

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

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1 3. The City Manager or his designee shall not grant any hours of  
2 leave from the catastrophic leave account after:  
3 a. The effects of the catastrophe cease to exist; or  
4 b. The ~~Employee~~employee who is receiving the leave resigns or  
5 his/her employment with the City is terminated.  
6 4. Any leave which is received from the catastrophic leave account  
7 which was not used at the time the catastrophic condition ceases to exist or upon the  
8 resignation or termination of the employment of the ~~Employee~~employee must be  
9 returned to the catastrophic leave account.  
10 5. The decisions of the City Manager or his designee concerning the  
11 leave are final and are not subject to review by the Board of Supervisors. Such  
12 decisions denying benefits under this Article are subject to the grievance procedure to  
13 determine whether the denial was arbitrary, capricious, or discriminatory.

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17 ~~Article 25~~ARTICLE 25 SICK LEAVE- BLS PATIENT CARE TECHNICIAN  
18 ~~EMPLOYEES~~ASSOCIATION MEMBERS

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19 25.1 Unused days of sick leave each year will be allowed to accumulate  
20 without limit for use purposes.

21 25.2 ~~Employees~~ BLS members ~~Association Members~~ shall earn sick leave at  
22 the rate of six (6) hours per month for the first year.

23 25.3 After one year of continuous employment, employees shall earn sick  
24 leave at the rate of 10 hours per month.

25 25.4 Employees shall earn up to a maximum of 120 sick hours per year, at  
26 full salary, and shall be used for personal illness or disability, personal medical

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1 appointments, quarantine or communicable disease, maternity, paternity, adoption or  
2 illness, disability or communicable disease in the immediate family. "Immediate family"  
3 is anyone covered under the FMLA.

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4 25.5 Employees, upon death or retirement, having a minimum of 400 hours of  
5 unused earned sick leave and the below listed years of Carson City service shall be  
6 compensated for all hours up to 1080 at the following rates:

Service Years	Maximum %
10-14	33 1/3%
15-19	50%
20-24	75%
25 plus	100%

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13 A BLS Member who dies in the line of duty shall have 100% of his or her sick  
14 leave paid out to his or her designated beneficiary or his or her estate if he does not  
15 designate a beneficiary, regardless of length of service.

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17 25.6 Minimum Sick Leave to be Taken: The minimum sick leave to be taken  
18 at one time by a BLS Member shall be four (4) hours. Fractions of hours of sick  
19 leave shall be considered as the next largest whole hour.

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23 **ARTICLE 264. INJURY LEAVE**

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24 Absence due to injury incurred in the course of employment shall not be  
25 charged against an ~~Association Employee's~~ Association Member's sick leave for a  
26 period not to exceed ninety (90) calendar days from the date of injury. During this

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1 time, the eEmployer shall provide full salary to the Association MemberEmployee upon  
2 the condition that the Association MemberEmployee shall endorse and deliver to the  
3 eEmployer any benefits received pursuant to NRS Chapter(s) 616/617.

4 a. After fourteen (14) calendar days, if an eEmployee is released to  
5 light duty by his treating physician, the eEmployee agrees to return to work and be  
6 placed on a light duty assignment.

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

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

15 d. When accrued annual leave has been exhausted, the eEmployee  
16 shall receive no additional compensation from the eEmployer.

17 e. If an eEmployee is leaving the eEmployer's employment because  
18 he is permanently and totally disabled under NRS Chapters 616 and 617 from working  
19 in the job classification in which he or she is employed, he or she is entitled to  
20 use any accrued sick leave and annual leave prior to leaving. An eEmployee may be  
21 paid a lump sum for accrued leave if he/she requests it and the Chief approves it.

22 f. Employee benefits, sick leave and annual leave shall continue to  
23 -accrue so long as the employee is eligible for full salary as provided above.

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26 ~~so long as the eEmployee is eligible for full salary as provided above.~~  
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2 **ARTICLE 275. COURT LEAVE**

3 275.1 If an Association Employee-Member is summoned for jury duty on his  
4 regular workday, he or she shall receive full pay but shall refund any compensation  
5 received for jury duty to eEmployee.

6 275.2 An eEmployee summoned for jury duty on his regular workday shall be  
7 excused for his or her entire shift. However, if the eEmployee is excused from jury  
8 duty before 5:00 p.m. and is not required to appear for jury duty the next day, the  
9 eEmployee shall return to the workplace to complete his or her regularly assigned shift.

10 275.3 If an eEmployee appears on his or her regular workday in any court or  
11 before any grand jury as a party to an action arising out of his employment, or as a  
12 witness to observations or knowledge received in the course of his employment, he  
13 or she shall receive full pay but shall refund any witness fee to Employer.

14 275.4 If an eEmployee's presence is required outside the eEmployee's regular  
15 shift to give a testimony or a statement concerning observations or knowledge made or  
16 obtained in the course of his or her employment, at a deposition by subpoena, for an  
17 interview, at the direction of the district attorney, or at the direction of the fFire eChief,  
18 the eEmployee will be paid overtime for the time required for such an appearance, if  
19 the fFire eChief or his designee has approved of the appearance in advance. No court  
20 leave or overtime pay is allowed for an eEmployee's time when the eEmployee initiated  
21 the action which requires the eEmployee's presence.

22  
23 **ARTICLE 286. LEAVE OF ABSENCE**

24 Leave, with or without pay, may be granted pursuant to the Carson City  
25 Municipal Code and the rules, regulations and policies of the Carson City Fire  
26 Department to any Association MemberEmployee.

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2 **ARTICLE 2987. ASSOCIATION BUSINESS**

3 2987.1 All Association Employees-Members from each fire station shall be  
4 allowed to attend Association meetings, while on duty, provided it does not interfere  
5 with the operation of the Fire Department.

6 2987.2 Upon approval of the Association President, or a member of the  
7 Executive Board, members of the Association shall be entitled to utilize a maximum of  
8 five hundred (500) hours total of administrative leave per year for ~~a~~Association  
9 business. "Association business" includes grievance hearings, collective bargaining  
10 meetings, worker's compensation hearings and any other meetings or seminars relating  
11 to the Association. This leave shall be subject to approval by the Fire Chief or his  
12 designee and such leave shall not impair the operations of the Fire Department.

13 29.3 The full cost of the administrative leave in Article 29.2 is offset by the  
14 value of concessions made by the Association in the negotiation of this Agreement in  
15 accordance with NRS 288.225.

16 29.4 Employees may donate a maximum of five hundred (500) hours of leave  
17 to be utilized for Association business at no cost to the Employer.

18  
19 **ARTICLE 30298. BULLETIN BOARDS**

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

22  
23 **ARTICLE 31029. WORK FORCE REDUCTION PROCEDURES**

24 Procedures for reductions in work force ~~because of lack of work or lack of~~  
25 funds shall be as follows:

26 A. FS and FP Members:  
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1 ~~31029.1~~ Layoffs shall proceed in ascending order of seniority for both fire  
2 suppression and ~~fire prevention members~~ Employees within the Department. Ranking  
3 will be determined on the date of hire in accordance with the Department policy.

4 ~~31029.2~~ A fire suppression ~~member~~ Employee who is to be laid off may  
5 elect to replace a fire suppression ~~member~~ Employee with less seniority. —A ~~fire~~  
6 ~~prevention non-fire suppression member~~ Employee who is to be laid off may elect to  
7 replace a ~~fire prevention non-fire suppression eEmployee~~ member with less seniority.  
8 ~~Fire suppression members suppression eEmployees~~ cannot bump ~~fire prevention~~  
9 ~~member non-fire suppression eEmployees~~ and non-fire suppression ~~eEmployees~~  
10 cannot bump fire suppression ~~eEmployees~~.

11 ~~31029.3~~ A fire suppression ~~eEmployee~~ member who is laid off shall be  
12 offered reemployment in a fire suppression position before any new ~~eEmployee~~ is hired  
13 by the Department. A ~~non-fire suppression eEmployee~~ ~~fire prevention member~~ who is  
14 laid off shall be offered reemployment in a ~~fire prevention non-fire suppression~~ position  
15 before any new ~~eEmployee~~ is hired by the Department. The offer of reemployment  
16 shall be sent to the ~~eEmployee~~'s last known address by certified mail with return  
17 receipt requested. The ~~eEmployee~~ FS or FP Member must give written notice of  
18 acceptance of the offer within ten (10) days after the offer is received. Failure to  
19 respond within that time may be treated as a rejection of the offer and a forfeiture of  
20 the ~~eEmployee~~ FS or FP Member's seniority and reemployment rights within the  
21 Department.

22 ~~31029.4~~ Reductions to a lower rank shall proceed in ascending order of  
23 seniority within the affected rank. Seniority within a rank shall be determined by the  
24 date of appointment to that rank. ~~Employees~~ FS or FP Member who are appointed  
25 on the same day will have seniority determined by random drawing on date of hire.  
26 Any ~~FS or FP Member eEmployee~~ who, through no fault of the FS or FP

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1 ~~Members~~Employee, is reduced in rank shall retain his current level of pay.

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2 ~~31029.5~~ An ~~eEmployee~~ FS or FP Member who is reduced to a lower rank  
3 shall be offered his former rank before any other ~~FS or FP Member eEmployee~~ is  
4 promoted to that rank.

5 ~~31029.6~~ \_\_\_ If a Battalion Chief is laid-off due to lack of work or lack of funds,  
6 the Battalion Chief may elect to replace a fire suppression employee within this  
7 Association provided the Battalion Chief has held the rank of Captain within the Carson  
8 City Fire Department. The procedures set forth in Section ~~3129.2~~ through ~~3129.5~~ of  
9 this Article will apply.

10 **B. BLS Members**

11 ~~31.1~~ Layoffs shall proceed in ascending order of seniority for BLS members  
12 within the department. Ranking will be determined on the date of hire in accordance  
13 with the Department policy.

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15 **ARTICLE 3210. GRIEVANCE PROCEDURE**

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

18 ~~3210.1~~ The Grievant shall present a written grievance to the Fire Chief within  
19 fifteen (15) administrative working days of the time that the grievance is known or  
20 reasonably should have been known.

21 ~~3210.2~~ If the Fire Chief denies the grievance or fails to respond to the  
22 grievance within ten (10) administrative working days, the grievance shall be submitted  
23 to the Human Resources Department. The Human Resources Director shall, by written  
24 notice to all parties concerned within five days of receipt of the written grievance, direct  
25 that the parties proceed to non-binding mediation. Mediation should be held within  
26 twenty-one (21) days of the written notice provided by the Human Resources Director

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1 unless mutually agreed upon by the City and the Association. The parties -agree that  
2 a request for a mediator shall be made to the Federal Mediation and Conciliation  
3 Services (FMCS) by the Human Resources Director. Unless otherwise agreed by the  
4 parties, mediation shall be confidential, and any settlement offers made during  
5 mediation shall be kept confidential by the parties if the matter is referred to arbitration.  
6 Any costs of mediation shall be split between the Association and the City. If the  
7 parties are unable to resolve the issue through mediation, the grievant may, within ten  
8 (10) working days of mediation, submit the grievance to arbitration for resolution.

9 ~~324~~3 If the grievance is not resolved through mediation, the grievance  
10 may be submitted to arbitration by notifying the other party in writing within ten (10)  
11 administrative working days of the deadlock. If a grievance is not submitted to  
12 arbitration after mediation, it shall be deemed denied or settled on the basis of the last  
13 administrative decision. The party requesting arbitration shall notify the other party  
14 within the ten (10) administrative working day period. If the parties are unable to  
15 agree upon an arbitrator, the party initiating the arbitration shall request a list of seven  
16 (7) arbitrators from the Federal Mediation and Conciliation Service, or the American  
17 Arbitration Association. Failure to make a written request for a list within thirty (30)  
18 administrative working days after notice to the other party will constitute a waiver of  
19 arbitration and a denial or settlement of the grievance on the basis of the last  
20 administrative decision. The Arbitrator shall be selected in the matter provided by NRS  
21 288.200.

22 ~~324~~4 The Arbitrator shall convene a hearing as soon as reasonably  
23 possible at the mutual convenience of the Arbitrator and the parties. The expenses for  
24 witnesses or counsel for either side shall be paid by the party producing such  
25 witnesses or retaining such counsel. A stenographic record shall be taken by a  
26 certified reporter of each hearing. The parties agree to split the costs associated with  
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1 the reporter. The arbitrator's fees and expenses shall be assessed by the Arbitrator on  
2 either or both parties in his or her discretion.

3 ~~3210~~.5 The Arbitrator shall have no authority to amend or delete any of  
4 the terms of this Agreement or any of the Fire Department rules, regulations, and  
5 policies. Decision of the Arbitrator shall be based solely on the evidence and  
6 arguments presented by the parties at the arbitration hearings, and the decision of the  
7 Arbitrator shall be final and binding except as provided by law.

8 ~~3210~~.6 Time limits described in this article are intended to expedite the  
9 grievance procedure. Failure of the aggrieved ~~Employee~~employee(s) to comply with  
10 this article within the set time limits shall constitute a waiver of the grievance. Any  
11 time limits may be extended by mutual written agreement of the parties which shall not  
12 be unreasonably withheld.

13 ~~3210~~.7 Unless the grievance is brought by the Union itself, the Fire Chief  
14 will neither settle nor deny the grievance without first notifying the Union that the  
15 grievance has been filed. In all instances in which the Union has not brought the  
16 grievance it will have the right to intervene. If the Union has not demanded arbitration,  
17 it shall not be responsible for any fees or expenses under Section 5. If an individual  
18 demands arbitration, the Arbitrator may require the payment of one-half the estimated  
19 cost of the arbitration in advance of any hearing. If the payment is not made, the  
20 grievance shall be deemed denied or settled on the basis of the last administrative  
21 decision.

22 This article shall not be subject to Article 35 of this Agreement.  
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**ARTICLE 3321. LAWSUITS AGAINST EMPLOYEES**

3321.1 Employer shall provide for the defense, including the defense of cross-claims and counterclaims, of any ~~Association~~ ~~Employee~~ ~~Member~~ in any civil action brought against that person based on any alleged act or omission relating to his 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 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.

3321.2 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.

3321.3 In any case in which the District Attorney determines not to defend, he 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.

3321.4 At any time after the District Attorney has appeared in any civil action and commenced to defend any ~~Employee~~ ~~employee~~, the District Attorney may apply to any court to withdraw as the attorney of record for that person based upon:

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

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

7 (-c) Discovery of any mistake of fact which was material to the  
8 decision to tender the defense and which would have altered the decision but for the  
9 mistake;

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

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

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

19 3324.5 If any court grants a Motion to Withdraw on any of the grounds set forth  
20 in subsection 4, eEmployer has no duty to continue to defend any person who is the  
21 subject of the Motion to Withdraw.

22 3324.6 If Employer does not provide for the defense of an eEmployee, and if it  
23 is judicially determined that the action arose out of an act or omission of that person  
24 during the performance of any duty within the course and scope of his employment and  
25 that his act or omission was not wanton or malicious, eEmployer shall be liable to that  
26 person for reasonable expenses in carrying on his own defense, including court costs

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1 and attorney's fees.

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2 3324.7 Employer may provide for the defense of any eEmployee who is entitled  
3 to a defense from eEmployer by tendering the defense to an insurer who, pursuant to  
4 a contract of insurance, is authorized to defend the action.

5 3324.8 At any time after a written request for defense is submitted to the District  
6 Attorney, the person requesting the defense may employ his own counsel to defend the  
7 action. At that time, eEmployer is excused from any further duty to represent that  
8 person and is not liable for any expenses in defending the action, including court costs  
9 and attorney's fees.

10 3324.9 In any civil action brought against any Association eEmployeeMember in  
11 which a judgment is entered against him based on any act or omission relating to his  
12 employment, Employer shall indemnify him unless:

- 13 (a) The person failed to submit a timely request for defense;
- 14 (b) The person failed to cooperate in good faith in the defense of the  
15 \_\_\_\_\_ action;
- 17 (-c) The act or omission of the person was not within the scope of his  
18 \_\_\_\_\_ employment; or
- 20 (d) The act or omission of the person was wanton or malicious.

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25 **ARTICLE 3432. RULES AND REGULATIONS**

26 3432.1 The Carson City Fire Department Rules, Regulations and Policies and

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

6 3432.2 Any amendment is effective the date of posting and all  
7 Association Employees-Members who are not on shift at the time of posting are bound  
8 by such policies at the end of the next shift the eEmployees complete.

9 3432.3 Any amendment of a rule, regulation or policy which is a subject  
10 of mandatory bargaining must comply with the procedure set forth in Article 354.

11 3432.4 If any rule, regulation or policy is amended, added or deleted and the  
12 Association believes the change affects a subject of mandatory bargaining, the parties  
13 agree that the grievance process of Article 321 is applicable to resolve the question of  
14 whether the change is a change to a subject of mandatory bargaining.

15  
16 **ARTICLE 3543. AMENDMENT PROCEDURE**

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

18  
19 **ARTICLE 3654. CORRECTIVE ACTION AND PERSONNEL FILES**

20 3654.1 Employer shall provide for implementation of a personnel file review  
21 system. Employer shall establish the right of any Association Employee-Member to  
22 review their personnel file upon request in the Human Resources Department Personnel  
23 Office. However, this right shall be limited to the individual eEmployee to review  
24 his/her own personnel file. An eEmployee may, with proper release forms, permit  
25 his/her personnel file to be reviewed by a party so authorized, upon presentation of  
26 properly executed forms to the Human Resources Director Personnel Administrator.

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1 Employees are encouraged to place in their files any educational or other  
2 accomplishment that serves to recognize an achievement bearing on both the  
3 eEmployee and the eEmployer. Any eEmployee under this policy, upon reviewing  
4 his/her personnel file is inaccurate or misleading, may prepare and present to the  
5 Human Resources Director~~Personnel Administrator~~ a clarifying statement pertaining to  
6 the document in question for inclusion in their personnel file.

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### 7 3654.2 Corrective and Disciplinary Actions.

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

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

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

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

7 **3654.3 Appeals of Disciplinary Action.**

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8 Except as otherwise provided herein, an Association Employee-Member may  
9 appeal any disciplinary action through the Grievance and Arbitration Procedure as  
10 provided in Article 324.

11  
12 **ARTICLE 3765. SAVINGS CLAUSE**

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13 3765.1 This Agreement is the entire agreement of the parties.

14 3765.2 Except as provided in the Article governing Reservation of Rights,  
15 this Agreement shall supersede all previous communications, representations or  
16 agreements, either verbal or written, between Employer and Association.

17 3765.3 If any provision of this Agreement is held by a court of competent  
18 jurisdiction to be illegal or in conflict with any federal law, Nevada Revised Statute or  
19 the Carson City Charter, the validity of the remaining provisions shall not be affected,  
20 and the rights and obligations of the parties shall be construed and enforced as if the  
21 Agreement did not contain the particular provision held to be invalid.

22  
23  
24 **ARTICLE 3876. RESERVATION OF RIGHTS**

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25 An presently existing right or benefit, whether monetary or otherwise, and  
26 whether created by prior contract, rule, regulation or policy, or established custom of

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1 the Carson City Fire Department, shall be retained unless such right or benefit is  
2 specifically modified or deleted by this Agreement.

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5 **ARTICLE 3987. SAFETY AND HEALTH**

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6 3987.1A Joint Safety Committee composed of two (2) representative of the  
7 Association and two (2) representative of management shall be established within five  
8 (5) business days of signing of this Agreement. Each party shall also designate two  
9 (2) alternates.

10 3987.2 The committee will meet whenever an Association Employee  
11 Member notifies the Committee in writing of the existence of a safety hazard, or at the  
12 call of the Fire Chief or his designee.

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13 3987.3 If the Committee deadlocks on a Safety issue, the Association  
14 may refer the deadlock directly to arbitration in accordance with the procedure set forth  
15 in Article 324. If a majority of the Committee certifies to the Fire Chief of the  
16 existence of a safety or health hazard and adequate corrective action is not taken  
17 forthwith, such matter may be referred by the Association directly to arbitration in  
18 accordance with the procedure set forth in Article 324.

19  
20 **ARTICLE 40398. COMMUNICABLE DISEASE**

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21 In the event an Association Member Employee covered under this Agreement or  
22 his/her supervisor suspects that as a result of the course of duty he/she has been  
23 exposed to, or is the carrier of a serious communicable disease, the  
24 Employeeemployee may be relieved of duty without the loss of any pay or sick leave,  
25 and shall be taken immediately to an emergency hospital for diagnosis and treatment  
26 subject to Article 265.

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**ARTICLE 41039. ADOPTION AND DURATION OF AGREEMENT**

**41039.1** This Agreement shall become effective the first full pay period following ratification and execution by both parties and shall remain in effect until June 30, 2023 unless changed as provided herein.

**41039.2** 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.

**41039.3** 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.

**41039.4** The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial Fact Finder at any time for his findings. The Fact Finder shall make recommendations of the unresolved issues  
~~Finder at any time for his findings. The Fact Finder shall make recommendations of the unresolved issues.~~

**41039.5** If the parties have not reached an agreement within ten (10) days after the Fact Finder's Report is submitted, all issues remaining in dispute shall be submitted to an arbitrator.

**41039.6** NRS Chapter 288 shall govern fact-finding and arbitration between the parties.

**41039.7** In the event that future agreements are not reached prior to July 1st of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1st of the year negotiations commenced.

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**ARTICLE 4210. PROMOTIONAL VACANCIES**

**4210.1. Vacancies.**

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

**4210.2. Notice.**

Notice of all promotional vacancies in the Fire Department below the rank of Battalion Chief and which require a test, shall be given to all ~~e~~Employees of the Fire Department through briefings or otherwise and shall be posted on bulletin boards within the Fire Department for a period of not less than ninety calendar days prior to the last date for application or the date scheduled for testing, whichever is earlier. There shall be ninety days between the dates for tests given for different ranks. The two (2), ninety (90) day periods stated above shall apply except in emergencies when the longest practical time period will be used, as determined by the Fire Chief. Notice shall contain the following information:

- a. Title and job description of the position;
- b. All eligibility requirements including: education, employment, training or experience criteria, and whether equivalent factors will be recognized, and the weight to be given each requirement in evaluating a candidate;
- c. Whether preference or priority will be given to City ~~Employee~~employees;
- d. Whether City or other seniority or length of service will be considered a factor, and if so, what weight will be given to such consideration in measuring or rating

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1 applicants;

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

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

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

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

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

16  
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18 **ARTICLE 4324. — WAIVER OF AMBULANCE FEES.**

19 Association Employee Members and their dependents (husbands, wives and  
20 children) will not be billed for any ambulance fees charged by the Carson City Fire  
21 Department which are not covered by insurance.  
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1 **ARTICLE 4432. — LONGEVITY PAY- FS & FP MEMBERS**

2 **4432.1 The Plan.**

3 a. Each year as of July 1<sup>st</sup>, **FS & FP Members**~~Employeeemployees~~  
4 who have completed **five (5)** years of continuous service in the Carson City Fire  
5 Department are eligible to receive ½% of the top step of a Fire Fighter/Paramedic  
6 salary. For every additional year of continuous service after the fifth year, an  
7 **Employee FS & FP Member**~~employee~~ is eligible for an additional ½% per year up to a  
8 maximum of 8% of the top step of a Fire Fighter/Paramedic salary.

9 b. Except as provided in this Article, an interruption in continuous Fire  
10 Department service terminates the **Employee FS & FP Member**~~employee's~~ eligibility  
11 for longevity pay, unless the interruption was due to a lay-off.

12 c. Except as provided in this Article, no year(s) of service before the  
13 interruption may be counted in determining the **Employee FS & FP**  
14 **Member**~~employee's~~ subsequent eligibility.

15 **4432.2 FS & FP Members**~~Employee's~~ Evaluation under the Plan.

16 a. An **Employee FS or FP Members'**~~employee's~~ performance must be  
17 rated "meets expectations" or better on the last performance evaluation if the evaluation  
18 was issued within the last 12 months, for him/her to be eligible for additional pay  
19 pursuant to Section A.

20 b. If an **Employee FS or FP Members'**~~employee's~~ performance was  
21 not rated during the previous 12 months, his/her performance is assumed to be  
22 standard.

23 **4432.3 Dates of payment and eligibility.**

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

26 **4432.4 Eligibility under particular circumstances.**

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1 a. An ~~Employee FS or FP Member~~employee who is on leave without  
2 pay for an entire six-month period of qualification is not entitled to pay for longevity for  
3 that period. Leave without pay for 336 hours or less in a calendar year may be  
4 counted as time worked.

5 b. An ~~Employee FS or FP Member~~ employee who retires and applies  
6 for retirement or who dies during the annual qualifying period is eligible for longevity  
7 pay.

8 c. An ~~Employee FS or FP Member~~employee who is laid off and is  
9 rehired within one year from the date of lay off is eligible for pay for longevity he or  
10 she would have earned if he or she had not been laid off.

11 d. If an ~~Employee FS or FP Member~~employee who is eligible for  
12 military reemployment has been reemployed, the time during which he or she was not  
13 employed by the Employer because of his military service will be counted when  
14 determining the rate for longevity. The person is not eligible for payment for the time  
15 not employed by the Employer.

16  
17 **4432.5 Return to City Service.**

18 a. An ~~Employee FS or FP Member~~employee who was vested in the  
19 plan for payment for longevity and who separated from City service and returns to City  
20 services is vested in the plan.

21 b. The ~~Employee FS or FP Member~~employee will receive the same  
22 annual rate of payment he did at the time of his or her separation from service.  
23 However, the ~~Employee FS or FP Member~~employee may not receive any annual  
24 increases until ~~he~~ he or she has again served the same number of years he had served  
25 at the time of his separation from service plus one year.

26 c. The years which an ~~Employee FS or FP Member~~employee served  
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1 before the beginning of the payment of annual increases must be in a single  
2 continuous period which is equivalent to full-time employment.

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4 **ARTICLE 454. LONGEVITY PAY- BLS MEMBERS**

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6 A longevity benefit is available to BLS Members. The eligibility determination date  
7 for longevity is the last complete pay period that occurs before the first payday in  
8 December and the first payday in June. Eligibility determination and longevity payment  
9 payout will occur semi-annually the first payday in December and June of each fiscal  
10 year.

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11 If, on the eligibility determination date, a BLS Member has completed six years of  
12 full-time continuous, regular City service in a bargaining unit position, he/she will  
13 receive \$100 semi-annually payable on the first payday in December and the first  
14 payday in June. This payment is not an adjustment to an employee's base salary but  
15 a lump-sum payout that is subject to PERS contribution. For each additional year of  
16 full-time, continuous service in a bargaining unit position after the sixth year that has  
17 been achieved by the eligibility determination date, the BLS Member will receive an  
18 additional \$50 semi-annually payable as above. Longevity payments shall be capped  
19 at a level for completion of 25 years of service and a BLS Member with more than 25  
20 years of service is paid the same amount as those who have completed 25 years of  
21 service. The semi-annual and total annual payments are set forth in the table listed  
22 below:

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Completed	Semi-Annual	Total
1-5	None	
6	100.00	

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20	16	600.00		<b>Formatted:</b> No underline
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24	18	700.00		<b>Formatted:</b> No underline
25	<u>1,400.00</u>			<b>Formatted:</b> No underline
26	19	750.00		<b>Formatted:</b> Font: (Default) Shruti
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3	<u>1,600.00</u>		
4	<u>21</u>	<u>850.00</u>	<u>-</u>
5	<u>1,700.00</u>		
6	<u>22</u>	<u>900.00</u>	<u>-</u>
7	<u>1,800.00</u>		
8	<u>23</u>	<u>950.00</u>	<u>-</u>
9	<u>1,900.00</u>		
10	<u>24</u>	<u>1,000.00</u>	<u>-</u>
11	<u>2,000.00</u>		
12	<u>25</u>	<u>1,050.00</u>	<u>-</u>
13	<u>2,100.00</u>		
14			
15	a. <u>BLS Members covered under this Article who have had a break in service (e.g.,</u>		
16	<u>resignation, termination, retirement, etc.), will begin a new, initial eligibility period</u>		
17	<u>starting with the date of their last re-employment or reinstatement as a full-time</u>		
18	<u>employee of the City in a bargaining unit position. However, BLS Members who</u>		
19	<u>have been separated as a result of a reduction in force who are re-called to a</u>		
20	<u>bargaining unit position within two years will not be required to begin a new</u>		
21	<u>eligibility period. Periods of employment as a temporary, seasonal or</u>		
22	<u>intermittent employee are not creditable for longevity.</u>		
23	b. <u>A BLS Member shall be eligible for a semi-annual payment if, at the last annual</u>		
24	<u>performance evaluation on file in the employee's official personnel file, the</u>		
25	<u>employee received a summary performance rating of "meets expectations" or</u>		
26	<u>better. BLS Members who lose their eligibility for semi-annual longevity</u>		
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1 payment because of a performance evaluation below "meets expectations", will  
2 not become eligible for restoration of the longevity payment until (a) they  
3 receive a "meets expectations" or better evaluation at the next regularly  
4 scheduled annual evaluation; and (b) the effective date of the "meets  
5 expectations" evaluation occurs before the next eligibility determination date.  
6 While the BLS Member loses a year of longevity payments for a performance  
7 evaluation below "meets expectations", the time spent during that year is  
8 counted as part of the continuous service under the longevity benefit when  
9 longevity payments have been restored after the subsequent "meets  
10 expectations" evaluation is achieved by the BLS Member.

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12 **ARTICLE 4653. MINIMUM TRAINING, LICENSING AND CERTIFICATION**

13 4653.1 All ~~Employees who are not~~ Firefighters and BLS Patient Care  
14 Technicians/Paramedics must maintain at least an EMT basic certificate, an ambulance  
15 attendant's license and a valid driver's license in the class determined by the  
16 Department. Employees holding the rank of Firefighter/Paramedic must maintain their  
17 paramedic certificate, an ambulance attendant's license and a valid driver's license in  
18 the class determined by the Department.

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19 If an ~~Employee~~employee fails to maintain the required certification or licensing  
20 as set forth above, he or she will be placed on administrative leave without pay for up  
21 to sixty (60) calendar days in order to obtain the certification or licensing. If he or she  
22 fails to obtain the certification after sixty (60) calendar days, he will be terminated.

23 In the event of the loss of a driver's license in conjunction with a period of  
24 protected leave, the ~~Employee~~employee will not be subject to the sixty (60) calendar  
25 day suspension as set forth above. The ~~Employee~~employee is entitled to use leave as  
26 provided in other provisions of this Agreement. However, upon the expiration of the

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1 leave, if the ~~Employee~~employee still does not have a valid driver's license, as  
2 determined by the Department, or appropriate certification or other licensing, the  
3 ~~Employee~~employee will be terminated.

4 4653.2 All ~~FS Members~~ shall receive a minimum of ~~400~~200 hours of  
5 training provided by the Carson City Fire Department, after being hired and before  
6 being assigned to fire suppression duties, unless the Fire Chief and the Association  
7 agree, in writing, to fewer hours based on the new hire's previous training and  
8 experience. The type of training will be determined by the Fire Chief.

9  
10 ARTICLE 4764. TRANSFER OF OPERATIONS

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

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

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3 CARSON CITY

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4 By \_\_\_\_\_  
5 Robert L. Crowell, Mayor  
6 Dated: \_\_\_\_\_

7 CARSON CITY  
8 FIRE FIGHTERS ASSOCIATION

9 By \_\_\_\_\_  
10 Bryon Hunt~~Robert F. Schreihans~~, President

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

12 **ATTEST:**

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13 Sue Merriweather~~Alan Glover~~, Clerk/Recorder

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

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**BLS SALARIES**

	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23
HOURLY RATE	\$19.2144	\$20.0790	\$20.9826	\$21.9268	\$22.9135	\$23.9446
SALARY	\$39,966	\$41,764	\$43,644	\$45,608	\$47,660	\$49,805
PAID HOLIDAY (Article 11.4)	1,691	1,767	1,846	1,930	2,016	2,107
MEDICARE	604	631	660	689	720	753
RETIREMENT	11,190	11,694	12,220	12,770	13,345	13,945
GROUP INS	9,689	10,658	11,724	12,896	14,186	15,604
WORKERS COMP	615	615	615	615	615	615
TOTAL PER EMPLOYEE	\$63,755	\$67,130	\$70,709	\$74,508	\$78,542	\$82,829

**ANNUAL BUDGET BLS  
PROGRAM**

	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23
Salaries/Benefits	\$127,511	\$134,259	\$141,418	\$149,016	\$157,085	\$165,659
Overtime	1,000	1,000	1,000	1,000	1,000	1,000
Uniform Allowance	2,400	2,400	2,400	2,400	2,400	2,400
<b>Total Salaries &amp; Benefits</b>	130,911	137,659	144,818	152,416	160,485	169,059

# FISCAL IMPACT

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
BLS Employees	\$130,911	\$137,659	\$144,818	\$152,416	\$160,485	\$169,059
Fire Prevention Uniform	1,500	1,500	1,500	1,500	1,500	1,500
Total	\$132,411	\$139,159	\$146,318	\$153,916	\$161,985	\$170,559