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MEMORANDUM OF UNDERSTANDING
Carson City Firefighters Association, Local #2251 of the International
Association of Fire Fighters ("Local 2251")

Title of Document (required)

Document # _____ is being (re-)recorded to correct;

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

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

___ Judgment – NRS 17.150(4)

___ Military Discharge- NRS 419.020(2)

Signature

Printed Name

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada (“City”) and the Carson City Firefighters Association, Local # 2251 of the International Association of Fire Fighters (“Local 2251”). City and Local 2251 may be individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS:

WHEREAS, City and Local 2251 entered into a Collective Bargaining Agreement expiring June 30, 2028, (“CBA”) concerning certain non-supervisory, full-time employees of the Carson City Fire Department (“CCFD”), including BLS Patient Care Technicians; and

WHEREAS, City has determined that it will create a new position within CCFD that will provide emergency medical response only, with no firefighting duties; and

WHEREAS, that new position will be named Non-Suppression Paramedic, and it is currently not part of any bargaining unit; and

WHEREAS, the existing BLS Patient Care Technician position will be renamed to Non-Suppression EMT, and it is currently part of the Local 2251 bargaining unit covered by the CBA; and

WHEREAS, the Parties have determined that the new position, Non-Suppression Paramedic, has a sufficient community of interest with the existing Non-Suppression EMT (formerly BLS Patient Care Technician) position to be placed in the same bargaining unit; and

WHEREAS, the Parties have agreed to modify the CBA to incorporate the new Non-Suppression Paramedic position into the CBA;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this MOU, the Parties do agree as follows:

1. SUBSTANTIVE CHANGES TO CBA: The Parties agree to the following changes to the CBA:

- A. Article 1, Part B shall be modified to:
 - i. Remove the entire paragraph defining “Basic Life Support Association Members”; and
 - ii. Add a new paragraph with the following language defining Single Role Association Members:

Single Role Association Members (also referred to as Single Role Members): Full-time Carson City Fire Department

employees employed as a Non-Suppression EMT (formerly BLS Patient Care Technician) or Non-Suppression Paramedic.

- B. Article 5, Part B shall be modified to:
- i. At Section 5.6, remove all text, and replace it with “[RESERVED]”;
 - ii. At Section 5.7, replace the words “will receive” with “received” and replace the words “will be” with “was”; and
 - iii. At Section 5.8, after the words “Appendix A” add the words “and Appendix B.”
- C. Article 7 shall be modified to:
- i. Add a new Part, titled “Single Role Assignments,” which will be Part C, immediately before Section 7.5;
 - ii. At Section 7.5, add the following text after the final sentence: “Single Role Members can be assigned to this work period, at the Fire Chief’s discretion.”; and
 - iii. Immediately after Section 7.5, add a new Section, which will be Section 7.6, with the following text:

7.6 Ten (10) hour shift Single Role Members will work an average of forty (40) hours per week for a total of 2,080 hours per year. Single Role Members will not have unpaid break periods; instead, they will have a paid lunch period of thirty minutes to be taken at any time when doing so will not interfere with call response. The FLSA work period for such Single Role Members shall begin at 8:00am each Friday and end at 7:59am the following Friday, unless the Fire Chief adopts a Carson City Fire Department policy setting a different work period. Single Role Members can be assigned to this work period, at the Fire Chief’s discretion.
- D. Article 9 shall be modified to remove all text currently provided at Section 9.3 and replace it with the following:
- 9.3 Single Role Member Staffing:**
- (a) The level of service for all ambulances put into service (i.e. Basic, Intermediate, or Advanced Life Support) shall be left to the discretion of the Fire Chief or his/her designee.
 - (b) **Minimum Staffing for Single Role Basic Life Support (“BLS”) Ambulances:** Employer will make reasonable efforts to staff BLS ambulance(s) with two (2) full-time Single Role Members. However, Employer may staff BLS ambulance(s) with one (1) full-time Single Role Member, and one (1) qualified Part-Time Employee to ensure there are two (2) people staffing the BLS ambulance(s).
 - (c) **Minimum Staffing for Single Role Intermediate Life Support (“ILS”) Ambulances:** ILS ambulances must be staffed by two (2) employees, at least one of which must be a Single Role Member that, regardless of job title, actually holds a valid

Nevada EMT advanced or paramedic certificate. Employer will make reasonable efforts to staff ILS ambulance(s) with two (2) full-time Single Role Members. However, Employer may staff ILS ambulance(s) with one (1) full-time Single Role Member, and one (1) qualified Part-Time Employee to ensure there are two (2) people staffing the ILS ambulance(s).

(d) Minimum Staffing for Single Role Advanced Life Support ("ALS") Ambulances: ALS ambulances must be staffed by two (2) employees, at least one of which must be a Single Role Member that, regardless of job title, actually holds a valid Nevada paramedic certificate. Employer will make reasonable efforts to staff the ALS ambulance(s) with two (2) full-time Single Role Members. However, Employer may staff ALS ambulance(s) with one (1) full-time Single Role Member, and one (1) qualified Part-Time Employee to ensure there are two (2) people staffing the ALS ambulance(s).

(e) FS Member Support: If sufficient, appropriately qualified Single Role Members and Part-Time Employees are not available to meet the minimum safety level of two (2) qualified employees for each ambulance(s) the Fire Chief may detail qualified FS Members to fulfill minimum staffing on the ambulance(s).

E. Article 10 shall be modified to add a new Section immediately after Section 10.1, which will be the new Section 10.2, with the following text:

10.2 ILS and ALS Ambulance Duty Pay for Non-Suppression EMT Employees: If a Non-Suppression EMT with a valid Nevada EMT advanced or paramedic certificate is detailed to an ILS ambulance, said employee shall receive an additional 10% of his/her Non-Suppression EMT base wage for each hour worked staffing that ILS ambulance. If a Non-Suppression EMT with a valid paramedic certificate is detailed to an ALS ambulance, said employee shall receive an additional 10% of his/her Non-Suppression EMT base wage for each hour worked staffing that ALS ambulance. Anytime that Non-Suppression EMT is detailed to a BLS ambulance, the Non-Suppression EMT shall return to his/her original Non-Suppression EMT compensation. ILS and ALS ambulance duty pay for Non-Suppression EMT positions will be paid on the payroll for the pay period within which the ILS or ALS ambulance duty assignment is performed.

F. Article 11 at Section 11.4 shall be modified to add the following language as the first subsection, Subsection (a), of Section 11.4:

(a) Single Role Members who work ten (10) hour shifts shall receive: (a) pay for ten (10) hours, or (b) ten (10) hours added to their annual leave time, computed at their regular hourly rate, for

each legal holiday, whether on duty or not, as full compensation for such holidays. Each Single Role Member shall specify within 30 days of ratification of this contract in which manner he or she wishes to receive his or her holiday compensation. In the event of a multi-year agreement the Single Role Member may make the above election in writing once a year on or before January 1, which election is effective for one year beginning on the following July 1st.

G. Article 12 shall be modified to:

i. Add “and qualified Single Role Members employed as Non-Suppression Paramedics” immediately after the words “FS Members” in Subsection (c) of Section 12.1; and

ii. Add “or qualified Single Role Member employed as a Non-Suppression Paramedic” immediately after the words “FS Member” in Paragraph (5) of Subsection (a) in Section 12.2.

H. Article 42 shall be amended to add a new Section 42.4 with the following language:

42.4 Single Role Member Vacancies:

(a) If a Single Role Member changes position to Non-Suppression Paramedic that position change shall not be considered a promotion.

(b) Vacancies for Single Role Member positions shall be posted to all employees of the Carson City Fire Department for a period of not less than 14 calendar days prior to the last date for application.

I. Add Appendix B, establishing pay ranges for the new position, Non-Suppression Paramedic, and referring to the existing pay ranges at group 3005, BLS of Appendix A for the pay ranges applicable to Non-Suppression EMT (formerly BLS Patient Care Technician) positions.

2. INTERPRETATION OF THE CBA AND MOU: The Parties agree that:

A. This MOU is not intended to, and shall not be interpreted as, impacting in any way the rights, benefits, compensation or obligations established under the CBA with respect to FS Members or FP Members.

B. With the sole exception of Section 1, Subsection E of this MOU (adding a new Section 10.2 to the CBA concerning ILS and ALS Ambulance Duty Pay for Non-Suppression EMT Employees), nothing in this MOU is intended to, nor may anything in this MOU be interpreted as, increasing the compensation owed under the CBA to Non-Suppression EMT (formerly BLS Patient Care Technician) positions.

C. Exhibit 1 hereto is incorporated by reference. The Parties agree Exhibit 1 is a true and correct redline of the changes this MOU makes to the CBA, including both the substantive

changes identified in Section 1 of this MOU and non-substantive, conforming changes to the CBA that correct formatting and replace references to BLS Member(s) (or similar) with references to Single Role Member(s). The parties agree that the MOU and Exhibit 1 must be interpreted harmoniously, but, in the case of a textual conflict between the MOU and Exhibit 1 that cannot be resolved by harmonious interpretation, the text of Exhibit 1 shall govern.

3. EFFECTIVE DATE. This MOU becomes effective on the date of the last authorized signature below.

4. ENTIRE AGREEMENT. This MOU constitutes the entire agreement of the Parties and is the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

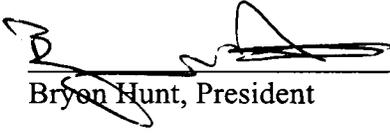
5. SEVERABILITY. If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU will be construed as if said provision did not exist, the provision will not be construed to render any other provision or provisions of this MOU or the CBA unenforceable, and the remaining terms of this MOU and the CBA will continue in full force and effect.

6. COUNTERPARTS. This MOU may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

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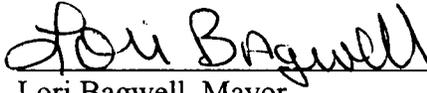
IN WITNESS WHEREOF, the Parties have executed this MOU on the dates written below:

LOCAL 2251
Approved


Bryon Hunt, President

1/6/25
Date

CITY
Approved


Lori Bagwell, Mayor

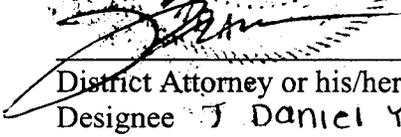
1/6/24
Date

Attest


William Scott Hoen, Clerk/Recorder

1/6/24
Date

Approved as to form


District Attorney or his/her Authorized Designee Daniel Yu

1/6/26
Date

EXHIBIT 1

EXHIBIT 1

COLLECTIVE BARGAINING AGREEMENT

between

Carson City

and the

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

(Effective from July 1, 2023 through June 30, 2028)

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Article 1 PREAMBLE AND CAPITALIZED TERMS

A. Preamble

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

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

B. Capitalized Terms

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

Agreement: This Collective Bargaining Agreement.

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

Association Members: All members of the Association that are Fire Suppression, Fire Prevention or ~~Basic Life Support~~ **Single Role** Association Members.

~~**Basic Life Support Association Members (also referred to as BLS Members):** Full-time Carson City Fire Department employees employed as BLS Patient Care Technicians.~~

Employer or City: The Consolidated Municipality of Carson City.

Fire Suppression Association Members (also referred to as FS Members): Full-time Carson City Fire Department employees employed as Fire Captains (including Training Captain), Driver/Operators (DO), Firefighters and Firefighter/Paramedics.

Fire Prevention Association Members (also referred to as FP Members): Full-time Carson City Fire Department employees employed as Fire Prevention Inspectors 1 or 2 or Fire Prevention Captain.

Part-Time Employees: Carson City Fire Department employees who are hired by the City for less than or equal to 1039 hours over the course of a fiscal year.

Seasonal Employees: Carson City Fire Department employees who are hired by the City for a term of six months or less over the course of a fiscal year.

Single Role Association Members (also referred to as Single Role Members): Full-time Carson City Fire Department employees employed as a Non-Suppression EMT (formerly BLS Patient Care Technician) or Non-Suppression Paramedic.

Article 2 RECOGNITION

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

Article 3 STRIKES, LOCKOUTS AND DISCRIMINATION

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

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

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

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

Article 4 MANAGEMENT RIGHTS

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

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

(b) The right to reduce in force or lay off any Association Member because of lack of work or lack of funds, subject to procedures for reduction in work force set forth in Article 31.

(c) The right to determine:

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

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

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

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

(d) Safety of the Public.

Article 5 SALARIES

A. FS and FP Members

5.1 Effective July 1, 2023, FS and FP Members will receive a 5% cost of living increase, as shown in Appendix A.

5.2 Effective July 1, 2024, FS and FP Members will receive a 3% cost of living increase, as shown in Appendix A.

5.3 Effective July 1, 2025, FS and FP Members will receive a 3% cost of living increase, as shown in Appendix A.

5.4 Effective July 1, 2026, FS and FP Members will receive a 3% cost of living increase, as shown in Appendix A.

5.5 Effective July 1, 2027, FS and FP Members will receive a 3% cost of living increase, as shown in Appendix A.

B. BLSSingle Role Members

5.6 ~~The parties agree all BLS Members shall be paid in accordance with the compensation range listed on the job description. The BLS Patient Care Technician classification pay grade is BLS-[RESERVED]~~

5.7 Effective July 1, 2023, **BLSSingle Role Members** ~~will receive~~received a 4% cost of living increase and the minimum and maximum salary range for **BLSSingle Role Members** ~~will be~~was adjusted upward by 4%, as shown in Appendix A.

5.8 Effective July 1, 2024, and July 1 of each year thereafter, through and including July 1, 2027, **BLSSingle Role** Members will receive a 2% cost of living increase, and the minimum and maximum salary range for **BLSSingle Role** Members will be adjusted upward by 2%, as shown in Appendix A and **Appendix B**.

Article 6 MERIT SALARY INCREASES

A. FS and FP Members

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

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

6.3 Except as provided in paragraph and (A)(6.4) of this article, a merit salary increase is paid from the date the FS or FP Member became eligible for such increase.

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

6.5 If a merit salary increase is not approved, the reasons therefore shall be submitted in writing to the FS or FP Member.

B. BLSSingle Role Members

6.6 **BLSSingle Role** Members who receive an annual performance evaluation of "meets expectations" or better, are eligible to receive a merit increase in pay.

6.7 On the recommendation of the Fire Chief, and approval of the City Manager, an annual merit increase of three percent (3.0%) will be granted to **BLSSingle Role** Members in recognition of receiving a "meets expectations" performance evaluation or better. A **BLSSingle Role** Member who receives a rating of "below expectations" will not receive an annual merit increase for that evaluation period.

Article 7 HOURS OF WORK

A. 56-Hour Assignment/24-Hour Shift

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

four hour periods off duty (96 hours). The FLSA work period for such FS Members shall be twenty-four (24) days.

B. 40-Hour Assignments

7.2 Eight (8) hour shift Association Members will work an average of forty (40) hours per week for a total of 2,080 hours per year. Association Members assigned to this shift shall have a one-hour, unpaid lunch period. The FLSA work period for such Association Members shall begin at 8:00am each Friday and end at 7:59am the following Friday, unless the Fire Chief adopts a Carson City Fire Department policy setting a different work period.

7.3 Ten (10) hour shift Association Members will work an average of forty (40) hours per week for a total of 2,080 hours per year. Association Members assigned to this shift shall have a one-hour, unpaid lunch period. The FLSA work period for such Association Members shall begin at 8:00am each Friday and end at 7:59am the following Friday, unless the Fire Chief adopts a Carson City Fire Department policy setting a different work period.

7.4 Nine (9) hour shift Association Members will work four (4) such shifts each week, plus one eight (8) hour shift on alternating Fridays, for an average of forty (40) hours per week and a total of 2,080 hours per year. Association Members assigned to this shift shall have a one-hour, unpaid lunch period. The FLSA work period for such Association Members shall begin at 12:01pm each Friday and end at 12:00pm the following Friday, unless the Fire Chief adopts a Carson City Fire Department policy setting a different work period.

C. Single Role Assignments

7.5 Twelve (12) hour shift ~~BLSS~~**Single Role** Members will alternate between working three (3) such shifts one week, then two (2) twelve (12) hour shifts and two (2) ten (10) hour shifts the following week, for an average of 80 hours every two (2) weeks and a total of 2,080 hours per year. ~~BLSS~~**Single Role** Members will not have unpaid break periods; instead, they will have a paid lunch period of thirty minutes to be taken at any time when doing so will not interfere with call response. The FLSA work period for such ~~BLSS~~**Single Role** Members shall begin at 4:01pm each Thursday and end at 4:00pm the following Thursday, unless the Fire Chief adopts a Carson City Fire Department policy setting a different work period. **Single Role Members can be assigned to this work period, at the Fire Chief's discretion.**

€7.6 Ten (10) hour shift Single Role Members will work an average of forty (40) hours per week for a total of 2,080 hours per year. Single Role Members will not have unpaid break periods; instead, they will have a paid lunch period of thirty minutes to be taken at any time when doing so will not interfere with call response. The FLSA work period for such Single Role Members shall begin at 8:00am each Friday and end at 7:59am the following Friday, unless the Fire Chief adopts a Carson City Fire Department policy setting a different work period. Single Role Members can be assigned to this work period, at the Fire Chief's discretion.

D. Switching Between 56- and 40-Hour Assignments

7.76 To accommodate training assignments, temporary injury-related assignments and other temporary assignments, the Fire Chief has the discretion to change a FS Member's normal work period from fifty-six (56) hours to forty (40) hours and vice versa. Unless the Fire Chief makes a special exception based solely on the Fire Department's operational needs, such changes will only be eligible to occur on Fridays. It is recognized that in order to implement such assignments, FS Members may be required to work less or more than their normal work period hours. In such cases, the affected FS Member will be entitled to overtime for any excess hours worked and will not have their annual salary decreased as the result of working any fewer hours.

Article 8 OVERTIME

8.1 Association Members who work hours outside of, or in excess of, their regular shift or hours at the request of their supervisor shall be entitled to overtime pay at the rate of one-and-one half (1.5) times their regular pay, for each hour, or portion thereof, of overtime worked. Overtime pay shall be earned in increments of one-half ($\frac{1}{2}$) hour.

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

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

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

8.5 Overtime procedures for non-safety staffing events for FS Members are as follows:

- (a) Vacancies will be offered to FS Members. If a FS Member voluntarily agrees to work, the FS Member is obligated to fill the vacancy unless released for an emergency as determined by the Fire Chief or his or her designee.
- (b) If no FS Member volunteers for the vacancy, the FS Members agree to be recalled or retained on mandatory overtime. Vacancies for which the overtime shift is being filled will only be offered to appropriately trained and appropriately certified personnel.

8.6 **BLS Single Role** Members will be offered overtime at the discretion of, and upon prior approval by, the Fire Chief or his/her designee.

Article 9 SAFETY STAFFING

9.1 **BLS Single Role** Members shall not be used to fulfill the position of any Fire Suppression rank. Appropriately qualified FS Members may, at the Fire Chief's discretion, be detailed to fulfill a position held by a **BLS Single Role** Member.

9.2 Fire Suppression Staffing:

- (a) For the purposes of safety, effective July 1, 2023, the Employer shall maintain a minimum of eighteen (18) Fire Suppression Personnel on duty each day, with a minimum of three (3) Fire Suppression Personnel on each initial response engine company and/or truck company. For the purposes of this section, Fire Suppression Personnel has the same meaning as FS Members. Initial response engine, ambulance, and/or truck companies shall be designated by the Fire Chief. If sufficient FS Members are not available to meet the minimum safety level as set forth in this subsection, FS Members shall be mandatorily retained or recalled on overtime to provide said minimum safety level of personnel.
- (b) Employer shall staff each initial response ambulance paramedic rescue unit in accordance with State law.
- (c) Only FS Members can be used to satisfy the minimum staffing in this section.

~~9.3 Basic Life Support Ambulance Staffing:~~

- ~~(a) Minimum Staffing. Employer will make reasonable efforts to staff the BLS ambulance(s) with two (2) full-time BLS Members. However, Employer may staff~~

~~BLS ambulance(s) with one (1) full-time BLS Member, and one (1) qualified Part-Time Employee to ensure there are two (2) people staffing the BLS ambulance(s).~~

~~(b) FS Member Support. If sufficient, appropriately qualified BLS Members and Part-Time Employees are not available to meet the minimum safety level of two (2) qualified employees for each BLS ambulance(s), the Fire Chief may detail qualified FS Members to fulfill minimum staffing on the BLS ambulance(s).~~

9.3 Single Role Member Staffing:

(a) The level of service for all ambulances put into service (i.e. Basic, Intermediate, or Advanced Life Support) shall be left to the discretion of the Fire Chief or his/her designee.

(b) **Minimum Staffing for Single Role Basic Life Support ("BLS") Ambulances:** Employer will make reasonable efforts to staff BLS ambulance(s) with two (2) full-time Single Role Members. However, Employer may staff BLS ambulance(s) with one (1) full-time Single Role Member, and one (1) qualified Part-Time Employee to ensure there are two (2) people staffing the BLS ambulance(s).

(c) **Minimum Staffing for Single Role Intermediate Life Support ("ILS") Ambulances:** ILS ambulances must be staffed by two (2) employees, at least one of which must be a Single Role Member that, regardless of job title, actually holds a valid Nevada EMT advanced or paramedic certificate. Employer will make reasonable efforts to staff ILS ambulance(s) with two (2) full-time Single Role Members. However, Employer may staff ILS ambulance(s) with one (1) full-time Single Role Member, and one (1) qualified Part-Time Employee to ensure there are two (2) people staffing the ILS ambulance(s).

(d) **Minimum Staffing for Single Role Advanced Life Support ("ALS") Ambulances:** ALS ambulances must be staffed by two (2) employees, at least one of which must be a Single Role Member that, regardless of job title, actually holds a valid Nevada paramedic certificate. Employer will make reasonable efforts to staff the ALS ambulance(s) with two (2) full-time Single Role Members. However, Employer may staff ALS ambulance(s) with one (1) full-time Single Role Member, and one (1) qualified Part-Time Employee to ensure there are two (2) people staffing the ALS ambulance(s).

(e) **FS Member Support:** If sufficient, appropriately qualified Single Role Members and Part-Time Employees are not available to meet the minimum safety level of two (2) qualified employees for each ambulance(s) the Fire Chief may detail qualified FS Members to fulfill minimum staffing on the ambulance(s).

9.4 **Mutual Aid Agreements:** Mutual Aid Agreements of the City can only be fulfilled by appropriately qualified personnel.

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

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

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

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

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

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

Article 10 TEMPORARY DUTY PAY AND STANDBY PAY

10.1 **Temporary Duty Pay:** Whenever a qualified FS or FP Member is detailed to a higher rank, said employee shall receive an additional 10% of his/her base wage for each hour worked at a higher rank. Temporary duty pay cannot exceed 10% of the FS or FP

Member's base wage, regardless of the higher rank(s) being filled. Upon termination of the temporary assignment, the FS or FP Member shall return to his/her original compensation. Temporary duty pay will be paid on the payroll for the pay period within which the temporary duty assignment is performed. For the purposes of this section, rank shall be, in descending order, as follows:

- (a) For FS Members:
 - (1) Battalion Chief,
 - (2) Fire Captain,
 - (3) Driver/Operator (DO), and
 - (4) Firefighter/Paramedic or Firefighter (Firefighter/Paramedic and Firefighter are the same rank for the purposes of this section).
- (b) For FP Members:
 - (1) Battalion Chief/Fire Marshal, and
 - (2) Fire Prevention Inspector 1 or 2 (Fire Prevention Inspector 1 and Fire Prevention Inspector 2 are the same rank for the purposes of this section).

10.2.10.2 ILS and ALS Ambulance Duty Pay for Non-Suppression EMT Employees: If a Non-Suppression EMT with a valid Nevada EMT advanced or paramedic certificate is detailed to an ILS ambulance, said employee shall receive an additional 10% of his/her Non-Suppression EMT base wage for each hour worked staffing that ILS ambulance. If a Non-Suppression EMT with a valid paramedic certificate is detailed to an ALS ambulance, said employee shall receive an additional 10% of his/her Non-Suppression EMT base wage for each hour worked staffing that ALS ambulance. Anytime that Non-Suppression EMT is detailed to a BLS ambulance, the Non-Suppression EMT shall return to his/her original Non-Suppression EMT compensation. ILS and ALS ambulance duty pay for Non-Suppression EMT positions will be paid on the payroll for the pay period within which the ILS or ALS ambulance duty assignment is performed.

10.3 Standby Pay: FP Members may be required to be on standby, and when so required, FP Members' standby time shall be compensated as follows:

- (a) FP Members shall receive 15% of their regular hourly rate for each hour, or fraction thereof, spent on standby time.

(b) If called back while on standby, FP Members shall be paid at the rate of one and one half (1.5) times their regular hourly rate for each hour, or fraction thereof, of actual work performed.

(c) If a FP Member is called back to work, the 15% will be paid only on the hours actually spent on standby.

Article 11 HOLIDAYS AND HOLIDAY PAY

11.1 The following days shall be observed as legal holidays:

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

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

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

11.3 40 Hour Fire Suppression and Fire Prevention Holiday Pay:

- (a) FS and FP Members who work eight (8) hour shifts shall receive pay for eight (8) hours, computed at their regular hourly rate, for each legal holiday which falls on their regular workday.
- (b) FS and FP Members who work ten (10) hour or nine (9) hour shifts shall be granted a day off within the pay period if the holiday does not fall on their regular workday. That day off will be paid for the number of hours in his or her regular workday.
- (c) FS Members attending a fire academy, as trainees or instructors, on a holiday shall receive: (i) pay for ten (10) hours, or (ii) ten (10) hours added to their annual leave time, computed at their regular hourly rate, for each legal holiday, whether on duty or not, as full compensation for such holidays. Each such FS Member shall specify within 30 days of ratification of this contract in which manner he or she wishes to receive his or her holiday compensation. In the event of a multi-year agreement the FS Member may make the above election in writing once a year on or before January 1, which election is effective for one year beginning on the following July 1st. New FS Members shall make this election before commencement of the fire training academy.

11.4 BLS Single Role Member Holiday Pay: BLS

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

(b) Single Role Members who work twelve (12) hour shifts shall receive: (a) pay for twelve (12) hours, or (b) twelve (12) hours added to their annual leave time, computed at their regular hourly rate, for each legal holiday, whether on duty or not, as full compensation for such holidays. Each BLS Single Role Member shall specify within 30 days of ratification of this contract in which manner he or she wishes to receive his or her holiday compensation. In the event of a multi-year agreement the BLS Single Role

Member may make the above election in writing once a year on or before January 1, which election is effective for one year beginning on the following July 1st.

11.5 Computing Holiday Pay: Holiday pay is based on the Association Member's regular hourly wage for the number of hours in his or her regular workday.

11.6 PERS Contributions for Holiday Pay: The parties recognize that contributions to the Public Employees Retirement System (PERS), must be made in accordance with the definition of "Compensation" contained in NRS 286.025, as may be amended. "Holiday Pay" is defined in PERS' Official Policies, Section 1.19, as of the effective date of this Agreement as: "Compensation for work actually performed during an official holiday as defined by NRS 236.015 which is in addition to the compensation paid to all employees who do not work, providing the total working hours do not exceed the working hours of a normal workweek or pay period as certified by the public employer." (PERS Policy 1.19). Therefore, the parties agree the City shall be required to comply with the applicable provisions of NRS and any regulations adopted thereto, and applicable PERS policies, and to make holiday pay contributions to PERS only when an Association Member actually works on a holiday as stated in Section 11.1 of this Article.

Article 12 EDUCATIONAL COSTS AND INCENTIVE PAY

12.1 Educational Costs:

(a) FS and FP Members pursuing a degree that the Fire Chief determines is related to their current job classification shall be reimbursed tuition and book costs, up to \$2,000.00 per semester, upon completion of a course or courses with a grade of C or better and presentation of receipts. FS and FP Members who receive a scholarship are only entitled to reimbursement of out-of-pocket expenses incurred for tuition or books.

(b) New FS and FP Members shall not receive tuition or book costs for courses or degrees completed prior to their employment.

(c) Up to \$750.00 in educational costs per fiscal year required to maintain Nevada State Paramedic Certification may be reimbursed to qualified FS Members **and qualified Single Role Members employed as Non-Suppression Paramedics** for required educational courses, subject to prior approval by the Fire Chief.

12.2 Incentive Pay:

(a) Association Members are eligible for incentive payments on the following schedule:

(1) Educational Incentive. For FS and FP Members with either an AA degree in Fire Science, Fire Administration or related field approved by the Fire Chief or a BA/BS degree in Fire Science, Fire Administration, Business Administration, Chemistry or related field approved by the Fire Chief: 2.5% added biweekly.

(2) EMT/Paramedic Incentive. For FS Members, other than Firefighter/Paramedics, either:

- a. 2.5% added biweekly for an EMT Advanced certification as determined by State standards; or
- b. 6.0% added biweekly for a Paramedic certification as determined by State standards.

(3) Fire Investigator Incentive. For FP Members working as a Fire Prevention Inspector 1, qualified (certified) fire investigators designated by the Fire Chief shall receive incentive pay of 2.5% added biweekly.

(4) Specialty Team Incentive. FS Members assigned, in writing by the Fire Chief, to one or more specialty team(s) will receive incentive pay of three percent (3%) added biweekly during the course of said assignment. The minimum qualifications, total number of team members, and annual training and competency requirements for each team will be defined by the Fire Chief in a specialty team policy. Although FS Members are eligible to serve on multiple teams, FS Members shall not be eligible to accumulate more than six percent (6%) added biweekly in incentive pay based on specialty team memberships. The following teams are eligible for specialty team incentive pay:

- a. HAZMAT Team;
- b. Technical Rescue Team; and
- c. Water Rescue Team.

(5) Paramedic Preceptor. A FS Member **or qualified Single Role Member employed as a Non-Suppression Paramedic** who is assigned by the Fire Chief to serve as a paramedic preceptor during a certification period shall be paid 10% added biweekly in incentive pay during the assignment

as preceptor. The selection of paramedic preceptor is within the sole discretion of the Fire Chief; however, an individual preceptor's assignment shall not exceed 720 hours per intern.

(6) Administrative Assignment. Any FS Member given an extra duty assignment in an administrative function on a 40-hour assignment will receive an additional ten percent (10%) of their base pay. This assignment is for those duties assigned to a FS Member which are in addition to and beyond the normal and customary duties assigned and which are distinctly different from their normal and customary duties. This incentive is not available for, and does not apply to, the Training Captain position or personnel assigned to light duty.

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

(b) All incentive pay provided in this Section 12.2 shall be paid as a percentage of base pay. There shall be no compounding of additional pay.

(c) An Association Member who receives any of the incentive payments listed in Section 12.2 is restricted to receiving incentive pay additions totaling no more than 15% in the aggregate. This percentage cap does not apply to incentive pay for paramedic preceptors or administrative assignments.

Article 13 TRADING

13.1 FS 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/her designee. FS Members who agree to such trading shall hold the Employer harmless for the failure of the other FS Member to pay back traded time. Three-way trades are permissible and must be rank for rank except where the FS Member filling in for the shift traded is determined by the Fire Chief or his/her 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 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 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 Single Role~~ Members and FP Members may not trade shifts with FS Members.

13.2 ~~BLS~~**Single Role** 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/her designee. ~~BLS~~**Single Role** Members who agree to such trading shall hold the Employer harmless for the failure of the other ~~BLS~~**Single Role** Member to pay back traded time. A ~~BLS~~**Single Role** 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~~**Single Role** 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~~**Single Role Members** and Fire Inspectors may not trade shifts with FS Members.

Article 14 PAYROLL DEDUCTIONS

14.1 Association Members may authorize biweekly deductions from their wages for Association dues, 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.

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

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

Article 15 RETIREMENT CONTRIBUTIONS

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

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

Article 16 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

16.1 For FS and FP Members:

(a) Employer will provide all turnouts and safety equipment needed by FS and FP Members. In addition, Employer will replace such turnouts and safety equipment whenever a Supervisor deems necessary and with the approval of the Fire Chief or the Chief's designee.

(b) Uniforms, turnouts, and safety equipment shall conform to all current NFPA safety standards at the time of purchase. Existing uniforms, turnouts, and safety equipment shall have been in compliance with the edition of the NFPA standard that was current when the uniforms, turnouts, and safety equipment were manufactured. Replacement uniforms, turnouts, and safety equipment shall be in compliance with the current edition of the NFPA standards. New hire turnouts and safety equipment shall be in compliance with the current edition of the NFPA standards. Variances or exceptions to NFPA standards can only be made if approved by the Association Members, acting through the Association, and the Fire Chief. Any such variance shall be in writing and signed by the Association President and the Fire Chief, or the designee(s) of either of them.

(c) Any changes to Class A uniforms must be paid for by the City.

16.2 Employer will pay each Association Member twelve hundred dollars (\$1200.00) per year toward the cost of uniforms. Said payments will be made in two equal installments on the first payday in December and the last payday in June.

16.3 The City will pay each new Association Member three hundred dollars (\$300.00) in the first paycheck to be used toward the cost of uniforms. Thereafter, the new Association Member will receive three hundred dollars (\$300.00) at the next uniform pay-out and six hundred dollars (\$600.00) at the following uniform pay-out as set forth in Section 16.2 above.

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

Article 17 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

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

17.1 Watches up to \$50.00.

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

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

Article 18 GROUP LIFE INSURANCE

Employer shall pay one hundred percent (100%) of the premium for a \$50,000.00 policy of group term life insurance for each FS and FP Member. Employer shall pay one hundred percent (100%) of the premium for a \$20,000.00 policy of group term life insurance for each ~~BLSS~~Single Role Member.

Article 19 GROUP HEALTH INSURANCE

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

19.1 Employer-Employee Share of Premium:

(a) For FS and FP Members, Employer shall pay 100% of the FS and FP Member's premium for group health insurance coverage and 75% of the dependent's premium for group health coverage for the cost of the plan selected by the FS or FP Member except that the City will only pay 50% of dependent

coverage if the FS or FP Member elects coverage under the high deductible plan. If the City offers only a high deductible plan to its employees, then the FS and FP Members will receive a subsidy of 75% toward the covered dependent's group health insurance premiums under that plan.

(b) For **BLSSingle Role** Members, Employer shall pay 100% of the **BLSSingle Role** Member's premium for group health insurance coverage and 65% of the dependent's premium for group health coverage for the cost of the plan selected by the **BLSSingle Role** Member except that the City will only pay 50% of dependent coverage if the **BLSSingle Role** Member elects coverage under the high deductible plan. If the City only offers a high deductible plan to its employees, then the **BLSSingle Role** Members will receive a subsidy of 65% toward the covered dependent's group health insurance premiums under that plan.

(c) The Association Member shall have the option of converting the health insurance coverage at the time of his or her separation from employment by Employer by commencing to pay 100% of the total premium, prior to the retirement language below.

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

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

(2) The City will pay premiums for:

a. The bargaining unit employee/retiree from the effective date of Nevada PERS retirement until death. After the retiree reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid

by the City on behalf of the retiree will be reduced to either (i) 50% of the "single employee with Medicare premium", or (ii) the payment to which the retiree would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City employees, were the retiree eligible for insurance contribution under the policy or regulation. The retiree shall, in the retiree's sole discretion, elect between (i) and (ii), at the time of Medicare eligibility. Under both (i) and (ii) such coverage under the City's group insurance plan is secondary to Medicare coverage. Provided that, if Medicare age has been increased beyond age 65, the 50% payment under (i) shall apply to the "Employee without Medicare" premium. In the event the City eliminates the policy or regulation for subsidizing payment of retiree health insurance, any retiree who elected (ii) above shall automatically revert to receiving the benefits specified in (i) above.

In order to receive payment under either (i) or (ii), the retiree must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a retiree covered by the insurance plan, as modified from time-to-time, or required by law.

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

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

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

e. In the event of a catastrophic injury or medical illness which forces a bargaining unit employee who has not reached 20 years of service to retire from service of the Carson City Fire Department under NRS 616A through 617, inclusive, or as a Nevada PERS disability retirement, this benefit will be prorated for the employee at 5% per year of service after the employee has worked for the Carson City Fire Department for ten (10) years, up to a maximum of 90% and subject to the provisions of paragraph 2(a) above concerning the bargaining unit employee reaching the eligibility age for or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first. Ten years starts at 50%. The benefit under this

subparagraph (e) does not apply to spouse or dependents and does not trigger any spousal or dependent benefits under this Article.

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

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

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

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

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

Article 20 PHYSICAL EXAMINATIONS

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

20.2 Employer shall also pay for annual physical examinations of **BLSSingle Role** Members. Such examinations will be performed by the Employer's physician.

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

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

20.5 Association Members are entitled to overtime pay for attending physical examinations, as follows:

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

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

20.7 The parties recognize the Employer's right to develop and adopt minimum physical fitness standards which are based on the essential functions of the Association Member's job description and to institute a mandatory physical fitness training program to ensure that all Association Members are able to meet minimum physical fitness standards on an annual basis. Failure to meet the minimum physical fitness standards may lead to suspension, demotion, or termination of the Association Member.

By agreeing to this provision, the Association does not approve the physical fitness standard adopted by the Employer and reserves all rights to challenge the job-related validity or other aspects of the standard to the extent that such challenge is not in conflict with the Employer's rights under NRS 288.150(3).

20.8 Voluntary Cancer Screening:

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

Article 21 ANNUAL LEAVE - FS AND FP MEMBERS

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

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

21.3 Accrual Rate:

(a) Regular full-time Association Member shall accrue annual leave at the following rates:

Continuous Service	40-Hour Assignment	56-Hour Assignment
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.

(b) Vacation credits shall accrue for each pay period in which the FS or FP Member is in full-pay status.

(c) A FS or FP Member 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 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: A FS or FP Member shall be paid his or her regular hourly rate for each hour of annual leave used.

21.5 Reservation of Vacation Dates:

(a) FS or FP Member 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 will submit a list setting the priority for

the affected (tied) 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 Employer to adequately plan for the operational and staffing needs of the Fire Department, FS and FP Members must give the 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 Member and materially occurs or changes inside said time frame, the FS or FP Member will not be penalized for any request to cancel annual leave within said minimum time frame.

(b) If there are fifty-one (51) or fewer FS Members in the bargaining unit, two (2) FS Members may be off on annual leave per day.

(c) If there are between fifty-two (52) and sixty (60) FS Members in the bargaining unit, three (3) FS Members may be off on annual leave per day.

(d) If there are sixty-one (61) or more FS Members in the bargaining unit, four (4) FS Members may be off on annual leave per day.

21.6 Minimum vacation time:

(a) The minimum period of annual leave that may be used by an FS or FP Member is as follows:

(1) For FS Members on 56-hour assignment, the minimum period of annual leave shall be four (4) hours; and

(2) For FS and FP Members on 40-hour assignment, the minimum period of annual leave shall be one (1) hour.

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

21.7 Advanced Leave: Under special circumstances, annual leave may be advanced to an FS or FP Member. Requests for advanced leave must be fully justified and approved at the discretion of the Fire Chief and 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 who is about to resign, retire under the provisions of the State Retirement Act or be laid off without fault on his or her part, may either be (i) granted sufficient time to use his or her accrued annual leave before the

effective date of his or her resignation, retirement or layoff, or (ii) paid a lump sum for such accrued leave.

(b) A FS or FP Member shall give the Fire Chief written notification at least two (2) weeks prior to resignation or the FS/FP Member shall waive the ability to receive a lump sum payment for 80 hours (for 40-hour assignment FS or FP Members) or 112 hours (for 56-hour assignment FS Members) of accrued annual leave except in emergencies approved by the Fire Chief or his/her designee which approval shall not be unreasonably withheld. The forfeiture of the right to receive said lump sum payment shall not waive the right to take said time as time off.

21.9 Death of Employee: Upon the death of an FS or FP Member, a lump sum payment for his or her accrued annual leave will be made to his or her beneficiary or estate, upon receipt of proof of death and beneficiary.

Article 22 ANNUAL LEAVE - BLSSINGLE ROLE MEMBERS

22.1 **BLSSingle Role** Members shall earn annual leave for each calendar month or prorated fraction thereof in accordance with the following schedule:

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

BLSSingle Role Members are required to request annual leave a minimum of 72 hours prior to the requested day(s) off. Notice is to be provided to the **BLSSingle Role** Member's supervisor.

22.2 Limitations:

(a) **Maximum Accumulation:** A maximum of 280 unused vacation hours will be allowed to accumulate from year to year. Earned annual leave in excess of 280 hours must be taken prior to January 1st each year, or such excess may be forfeited. **BLSSingle Role** Member who has earned annual leave in excess of the maximum time specified above and who, through no fault of his or her own, 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 compensated for the amount of annual leave in excess of the maximum. A **BLSSingle Role** Member's accumulated annual leave

may never exceed 280 hours, regardless of that **BLSSingle Role** Member's years of service.

(b) **Minimum Annual Leave Period:** The minimum period of annual leave that may be used for **BLSSingle Role** Members shall be one (1) hour. Fractions of an hour shall be rounded off to the next whole hour.

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

22.4 **Becoming Ill While on Vacation:** A **BLSSingle Role** Member who submits satisfactory evidence that, during the **BLSSingle Role** Member's vacation period, the **BLSSingle Role** Member was hospitalized for a disability, or that the **BLSSingle Role** Member was disabled for at least 2 consecutive days without hospitalization, shall, at the **BLSSingle Role** Member's request, be granted sick leave for the period of the **BLSSingle Role** Member's disability to the extent that the **BLSSingle Role** Member is entitled to such leave under the provisions of the applicable Sick Leave Article, and the portion of the **BLSSingle Role** Member's lost vacation time for which sick leave was granted shall be credited to the **BLSSingle Role** Member.

Article 23 MILITARY LEAVE

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

Article 24 SICK LEAVE- FS AND FP MEMBERS

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

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

24.3 Accrual of Sick Leave:

- (a) FS and FP Members shall accrue sick leave for actual service at the following rates:

Continuous Service	40-Hour Assignment	56-Hour Assignment
0 - 12 months	6 hrs/month	9 hrs/month
13-120 months	10 hrs/month	16 hrs/month
Over 120 months	16 hrs/month	24 hrs/month
Maximum Accumulation	1080 hours	1512 hours

The "Maximum Accumulation" noted above applies only to compensation for unused sick leave. The maximum accumulations do not apply to actual sick leave use.

24.4 Authorized Use of Sick Leave:

- (a) For the purposes of this section, "immediate family" is anyone covered under the FMLA.
- (b) Sick leave with pay may be granted only upon approval of the Fire Chief in the case of bona fide illness of an employee or an immediate family member, or for the purpose of parental leave, as limited in section 24.8 of this Article.
- (c) Family sick leave with pay shall be limited to a maximum of six (6) shifts per calendar year, except that in the case of death, or serious illness of any member of the FS or FP Member's immediate family. The Fire Chief may approve additional family sick leave at his/her discretion.

24.5 Certificate of Illness: The Fire Chief or the Chief's designee may orally request a written physician's certificate of illness when the absence is in excess of three consecutive shifts and/or whenever there is reason to believe sick leave or family sick leave is being abused. When abuse is suspected the oral request for a physician's certificate will be followed within 24 hours by a written request for the certificate stating the reason for suspecting abuse of sick leave. Any FS or FP Member who is released for duty by a physician for illness or injury (on or off the job) is required to provide a physician's statement authorizing the FS or FP Member to return to work. The release must contain the following information: (a) that the employee is again fit for duty; (b) the date the employee is fit for duty; (c) any restrictions on the employee's return to duty; and (d) physician's name, address, phone number, signature and date. The release back to work must be provided to the on-duty Battalion Chief prior to reinstatement to the duty schedule.

24.6 Forfeiture of Sick Leave: No FS or FP Member shall be entitled to use sick leave while absent from duty on account of any of the following:

- (a) Disability arising from any sickness or injury purposely self-inflicted or caused by the FS or FP Member's willful misconduct.
- (b) Disability arising from any conduct which is in violation of Federal, State, or local statute, written City or Departmental policy, or direct order of the Fire Chief.
- (c) Sickness or disability sustained while on leave without pay.

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

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

24.8 Pregnancy and Parental Leave:

- (a) For FS or FP Members that are pregnant, light duty status may be provided during pregnancy when, upon recommendation of the employee's personal physician, she is unable, for medical reasons, to perform usual fire suppression or prevention tasks. The decision to provide light duty status shall be at the sole discretion of the Fire Chief, but shall not affect the safety of the pregnant employee. Sick and annual leave shall continue to accrue during this light duty assignment. At no time shall the FS or FP Member lose any seniority as the result of this light duty assignment.
- (b) For Association Members not giving birth, absence from work due to the birth or adoption of Association Member's child shall be specifically defined as illness of a member of the immediate family, and any leave granted will be limited to those shifts as prescribed in Section 24.4.

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

24.10 Minimum Sick Leave to be Taken: The minimum sick leave to be taken at one time by an FS or FP Member shall be (i) two (2) hours for FS Members on 56-hour assignment and (ii) one (1) hour for FS and FP Members on 40-hour assignment. Fractions of hours of sick leave shall be rounded up to the next whole hour.

24.11 Compensation for Unused Sick Leave: Compensation for unused sick leave is subject to the maximum sick leave accruals established by this Agreement.

(a) Eligibility and compensation rates for unused sick leave.

(1) Upon death, termination or retirement, a FS or FP Member with 10-14 years of Carson City Fire Department service will be paid thirty-three and one-third (33-1/3) percent of his or her accrued sick leave, up to (i) 1512 hours for a 56-hour assignment employee or (ii) 1080 hours for a 40-hour assignment employee. That thirty-three and one-third (33-1/3) percent payout will be based on the employee's regular rate, including incentive pay but excluding temporary duty pay, except that temporary duty pay will not be excluded if the FS or FP Member was continuously assigned to a higher rank and receiving temporary duty pay for six months or longer immediately preceding his or her death, termination or retirement.

(2) Upon death, termination or retirement, a FS or FP Member with 15-19 years of Carson City Fire Department service will be paid fifty (50) percent of his or her accrued sick leave, up to (i) 1512 hours for a 56-hour assignment employee or (ii) 1080 hours for a 40-hour assignment employee. That fifty (50) percent payout will be based on the employee's regular rate, including incentive pay but excluding temporary duty pay, except that temporary duty pay will not be excluded if the FS or FP Member was continuously assigned to a higher rank and receiving temporary duty pay for six months or longer immediately preceding his or her death, termination or retirement.

(3) Upon death, termination or retirement, a FS or FP Member with 20-24 years of Carson City Fire Department service will be paid seventy-five (75) percent of his or her accrued sick leave, up to (i) 1512 hours for a 56-hour assignment employee or (ii) 1080 hours for a 40-hour assignment employee. That seventy-five (75) percent payout will be based on the employee's regular rate, including incentive pay but excluding temporary duty pay, except that temporary duty pay will not be excluded if the FS or FP Member was continuously assigned to a higher rank and receiving temporary duty

pay for six months or longer immediately preceding his or her death, termination or retirement.

(4) Beginning July 1, 2012, a FS or FP Member who dies or retires with 25 years of Carson City Fire Department service or more will be paid one hundred (100) percent of his or her accrued sick leave, up to (i) 1512 hours for a 56-hour assignment employee or (ii) 1080 hours for a 40-hour assignment employee. That one hundred (100) percent payout will be based on the employee's regular rate, including incentive pay but excluding temporary duty pay, except that temporary duty pay will not be excluded if the FS or FP Member was continuously assigned to a higher rank and receiving temporary duty pay for six months or longer immediately preceding his or her death, termination or retirement.

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

24.12 Catastrophic Leave:

(a) Definitions.

(1) "Catastrophe" means an occurrence or condition whereby an employee is rendered unable to perform the duties of his or her position and which is due to a serious non-industrial/non-work-related illness or accident which is life threatening or which will require a lengthy convalescence.

(2) "Employee" as used in Section 24.12 of this Article includes all regular City employees who are eligible to earn or accrue and use sick leave.

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

(4) "Life Threatening" means a condition which is diagnosed by a physician as creating a substantial risk of death.

(b) The Catastrophic Leave Account.

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

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

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

(4) The maximum number of hours which may be transferred in any one calendar year is 100 for 40-hour employees and 120 for 56-hour employees. The minimum number of hours which may be transferred in any one calendar year is 24 hours. Leave will be placed in a pool for the use of any eligible City employee unless an employee transfers hours to the catastrophic leave account for use by a particular eligible employee.

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

(c) Request for Catastrophic Leave.

(1) An employee who is physically affected by a catastrophe as defined above may request in writing that a specified number of hours of leave be transferred from the catastrophic leave account to his/her account. The maximum number of hours that may be transferred to an employee pursuant to this section is 320 per catastrophe for a 40-hour employee and 480 for a 56-hour employee. Catastrophic leave may not be used when the subject of the catastrophe is a member of the employee's immediate family. Catastrophic leave is limited to catastrophes which befall the employee.

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

(3) An employee is not eligible for catastrophic leave until he or she has used all his/her accrued annual, sick and other paid leave.

- (4) An employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.
- (d) Approval of Catastrophic Leave.
- (1) The City Manager or his or her designee may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the account of any employee who is eligible to receive such leave.
- (2) The decision of the City Manager or his or her designee concerning the approval of leave pursuant to this provision is subject to the grievance procedure to determine whether the denial was arbitrary, capricious or discriminatory.
- (e) Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used.
- (1) The City Manager or his or her designee shall review the status of an employee using catastrophic leave and determine when the right to such leave no longer exists.
- (2) The City Manager or his or her designee may require written substantiation of the catastrophic condition which is life threatening or which will result in a lengthy illness by a physician of his or her choosing. The cost of such written substantiation shall be borne by the employee.
- (3) The City Manager or his designee shall not grant any hours of leave from the catastrophic leave account after:
- a. The catastrophe ceases to exist; or
 - b. The employee who is receiving the leave resigns or his/her employment with the City is terminated.
- (4) Any leave which is received from the catastrophic leave account which was not used at the time the catastrophic condition ceases to exist or upon the resignation or termination of the employment of the employee must be returned to the catastrophic leave account.
- (5) The decisions of the City Manager or his or her designee concerning the leave are final and are not subject to review by the Board of Supervisors. Such decisions denying benefits under this Article are subject to the

grievance procedure to determine whether the denial was arbitrary, capricious, or discriminatory.

Article 25 SICK LEAVE - BLSSINGLE ROLE MEMBERS

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

25.2 **BLSSingle Role** members shall earn sick leave at the rate of six (6) hours per month for the first year.

25.3 After one year of continuous employment, **BLSSingle Role** Members shall earn sick leave at the rate of 10 hours per month.

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

25.5 **BLSSingle Role** Members, upon death or retirement, having a minimum of 400 hours of unused earned sick leave and the below listed years of Carson City service shall be 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%

Regardless of length of service, a **BLSSingle Role** Member who dies in the line of duty shall have 100% of his or her sick leave paid out to his or her designated beneficiary or his or her estate if the **BLSSingle Role** Member does not designate a beneficiary.

25.6 Minimum Sick Leave to be Taken: The minimum sick leave to be taken at one time by a **BLSSingle Role** Member shall be one (1) hour. Fractions of hours of sick leave shall be rounded up to the next largest whole hour.

25.7 Catastrophic Leave:

(a) Definitions.

(1) "Catastrophe" means an occurrence or condition whereby an employee is rendered unable to perform the duties of his or her position and which is due to a serious non-industrial/non-work-related illness or accident which is life threatening or which will require a lengthy convalescence.

(2) "Employee" as used in Section 25.7 of this Article includes all regular City employees who are eligible to earn or accrue and use sick leave.

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

(4) "Life Threatening" means a condition which is diagnosed by a physician as creating a substantial risk of death.

(b) The Catastrophic Leave Account.

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

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

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

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

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

(c) Request for Catastrophic Leave.

- (1) An employee who is physically affected by a catastrophe as defined above may request in writing that a specified number of hours of leave be transferred from the catastrophic leave account to his/her account. The maximum number of hours that may be transferred to an employee pursuant to this section is 320 hours per catastrophe. Catastrophic leave may not be used when the subject of the catastrophe is a member of the employee's immediate family. Catastrophic leave is limited to catastrophes which befall the employee.
 - (2) The request must include: the employee's name, title, and classification; a description of the catastrophe; and the expected duration of the convalescence.
 - (3) An employee is not eligible for catastrophic leave until he or she has used all his/her accrued annual, sick and other paid leave.
 - (4) An employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.
- (d) Approval of Catastrophic Leave.
- (1) The City Manager or his or her designee may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the account of any employee who is eligible to receive such leave.
 - (2) The decision of the City Manager or his or her designee concerning the approval of leave pursuant to this provision is subject to the grievance procedure to determine whether the denial was arbitrary, capricious or discriminatory.
- (e) Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used.
- (1) The City Manager or his or her designee shall review the status of an employee using catastrophic leave and determine when the right to such leave no longer exists.
 - (2) The City Manager or his or her designee may require written substantiation of the catastrophic condition which is life threatening or which will result in a lengthy illness by a physician of his or her choosing. The cost of such written substantiation shall be borne by the employee.

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

Article 26 WORKERS' COMPENSATION LEAVE

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

- (a) After fourteen (14) calendar days, if an Association Member is released to light duty by his or her treating physician, the Association Member agrees to return to work and be placed on a light duty assignment.
- (b) If an Association Member is unable to return to full duty upon the expiration of ninety (90) calendar days accrued sick leave shall be used to supplement benefits in order to receive full salary. Such accrued sick leave shall be charged only to the extent not reimbursed pursuant to NRS Chapters 616A to 617, inclusive.
- (c) When accrued sick leave has been exhausted, if the Association Member is still unable to work, accrued annual leave shall be used to supplement benefits in order to receive full salary. Such accrued annual leave shall be charged only to the extent not reimbursed pursuant to NRS Chapters 616A to 617, inclusive.

(d) When accrued annual leave has been exhausted, the Association Member shall receive no additional compensation from the Employer.

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

(f) Association Member benefits, sick leave and annual leave shall continue to accrue so long as the Association Member is eligible for full salary as provided above.

Article 27 COURT LEAVE

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

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

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

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

Article 28 LEAVE OF ABSENCE

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

Article 29 ASSOCIATION BUSINESS

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

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

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

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

Article 30 BULLETIN BOARDS

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

Article 31 WORK FORCE REDUCTION PROCEDURES

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

A. FS and FP Members

31.1 Layoffs shall proceed in ascending order of seniority for both FS and FP Members within the Department. FS Member ranking will be determined by Firefighter badge number, and FP Member ranking will be determined by the date of hire in accordance with the Department policy.

31.2 A FS Member who is to be laid off may elect to replace a FS Member with less seniority. A FP Member who is to be laid off may elect to replace a FP Member with

less seniority. FS Members cannot bump FP Members and non-FS Members cannot bump FS Members.

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

31.4 Reductions to a lower rank shall proceed in ascending order of seniority within the affected rank. Seniority within a rank shall be determined by the date of appointment to that rank. FS Members who are appointed on the same day will have seniority determined by their badge number in the rank. FP Members who are appointed on the same day will have seniority determined by promotion ranking. Any FS or FP Member who, through no fault of the FS or FP Member, is reduced in rank shall retain his or her current level of pay.

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

31.6 If a Battalion Chief is laid-off due to lack of work or lack of funds, the Battalion Chief may elect to replace a FS Member provided the Battalion Chief has held the rank of Captain within the Carson City Fire Department. The procedures set forth in Section 31.2 through 31.5 of this Article will apply.

B. BLS Single Role Members:

31.7 Layoffs shall proceed in ascending order of seniority for ~~BLS members~~ **Single Role Members** within the Department. Ranking will be determined on the date of hire in accordance with the Department policy.

Article 32 GRIEVANCE PROCEDURE

For the purposes of this Article, the term "administrative working days" means Monday through Friday, except holidays recognized under Article 11.

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

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

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

32.3 If the grievance is not resolved through mediation, any party dissatisfied with the outcome of the grievance may submit the grievance to arbitration by notifying the other party in writing within ten (10) administrative working days of the date that the mediation was held. If a grievance is not timely submitted to arbitration after mediation, the grievance shall be non-arbitrable and deemed denied or settled on the basis of the last administrative decision. If the parties are unable to agree upon an arbitrator, the party initiating the arbitration shall request a list of seven (7) arbitrators from the FMCS or the American Arbitration Association. Failure to make a written request for a list within thirty (30) administrative working days after dispatch of the notice to the other party will constitute a waiver of arbitration and a denial or settlement of the grievance on the basis of the last administrative decision. Within five (5) administrative working days after receiving a list of arbitrators from the applicable arbitration service, the parties shall either mutually agree upon an arbitrator or select their arbitrator from the list by alternately striking one name until the name of only one arbitrator remains, and that remaining arbitrator will be selected to hear the dispute in question. The Association shall strike the first name.

32.4 The Arbitrator shall convene a hearing as soon as reasonably possible at the mutual convenience of the Arbitrator and the parties. The expenses for witnesses or

counsel for either side shall be paid by the party producing such witnesses or retaining such counsel. A stenographic record shall be taken by a certified reporter of each hearing. The parties agree to split the costs associated with the reporter. The arbitrator's fees and expenses shall be assessed by the Arbitrator on either or both parties in his or her discretion.

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

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

32.7 Unless the grievance is brought by the Association itself, the Fire Chief will neither settle nor deny the grievance without first notifying the Association that the grievance has been filed. In all instances in which the Association has not brought the grievance it will have the right to intervene. If the Association has not demanded arbitration, it shall not be responsible for any fees or expenses under Section 32.4. If an individual Association Member demands arbitration, the Arbitrator may require the payment of one-half the estimated cost of the arbitration in advance of any hearing. If the payment is not made, the grievance shall be deemed denied or settled on the basis of the last administrative decision.

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

Article 33 LAWSUITS AGAINST EMPLOYEES

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

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

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

33.2 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.

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

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

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

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

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

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

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

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

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

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

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

33.5 If any court grants a Motion to Withdraw on any of the grounds set forth in section 33.4, Employer has no duty to continue to defend any person who is the subject of the Motion to Withdraw.

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

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

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

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

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

Article 34 RULES AND REGULATIONS

34.1 Carson City's Administrative Policies and Procedures Manual ("City Policies") and the Carson City Fire Department Rules, Regulations, Standard Operating Procedures, General Orders, Directional Memorandums, and other policies ("CCFD Policies"), including the Carson City Fire Department Drug and Alcohol Free Workplace Policy ("CCFD Drug &

Alcohol Policy”), in effect upon execution of this Agreement shall be incorporated herein. However, the Fire Chief shall have discretion to make, amend, or delete during the term of this Agreement, any rule, regulation or policy which is not a subject of mandatory bargaining. If any part of this Agreement conflicts with said City Policies or CCFD Policies, this Agreement shall supersede and govern. Both City Policies and CCFD Policies apply to Association Members, but when City Policies and CCFD Policies conflict such that one such policy cannot be followed without violating the other, CCFD Policies will govern.

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

34.3 Any amendment of a City Policy or CCFD Policy which is a subject of mandatory bargaining must comply with the procedure set forth in Article 35.

34.4 If a City Policy or CCFD Policy is amended, added or deleted and the Association believes the change affects a subject of mandatory bargaining, the parties agree that the grievance process of Article 32 is applicable to resolve the question of whether the change is a change to a subject of mandatory bargaining.

Article 35 AMENDMENT PROCEDURE

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

Article 36 CORRECTIVE ACTION AND PERSONNEL FILES

36.1 Personnel Files: Employer shall provide for implementation of the following personnel file review process:

- (a) Employer shall establish the right of any Association Member to review their personnel file upon request in the Human Resources Department. However, this right shall be limited to the individual Association Member to review his/her own personnel file.
- (b) An Association Member may, with proper release forms, permit his/her personnel file to be reviewed by a party so authorized, upon presentation of properly executed forms to the Human Resources Director.
- (c) Association Members are encouraged to place in their files any educational or other accomplishment that serves to recognize an achievement bearing on both the Association Member and the Employer.

(d) Any Association Member reviewing his or her personnel file under this policy may, if he or she believes something contained in the personnel file is inaccurate or misleading, prepare and present to the Human Resources Director a clarifying statement pertaining to the portion of the personnel file in question for inclusion in the Association Member's personnel file.

36.2 Corrective and Disciplinary Actions:

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

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

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

36.3 Appeals of Disciplinary Action:

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

Article 37 SAVINGS CLAUSE

37.1 This Agreement is the entire agreement of the parties.

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

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

Article 38 RESERVATION OF RIGHTS

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

Article 39 SAFETY AND HEALTH

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

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

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

Article 40 COMMUNICABLE DISEASE

In the event an Association Member or his/her supervisor becomes aware of reasonable grounds to believe that the Association Member (1) has been exposed to a serious communicable disease in the course of duty, or (2) is the carrier of a serious communicable disease that could spread to co-workers or the public during the normal course of the Association Member's duties, the Association Member shall be taken immediately to an emergency hospital or other appropriate medical provider for initial

diagnosis and treatment with that initial visit paid for by the Employer. Any leave required under this Article will be provided through Article 26 or Article 24.

For the purposes of this Article, a communicable disease is deemed "serious" if the Centers for Disease Control or other reputable communicable disease authority recommends that post-exposure testing or treatment (including prophylaxis) be commenced within 48 hours of exposure.

Article 41 ADOPTION AND DURATION OF AGREEMENT

41.1 Upon ratification and execution by both parties this Agreement will have an effective date of July 1, 2023, and shall remain in effect until June 30, 2028, unless changed as provided herein.

41.2 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.

41.3 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.

41.4 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 or her findings. The Fact Finder shall make recommendations on any unresolved issues.

41.5 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.

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

41.7 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.

Article 42 PROMOTIONAL VACANCIES

42.1. 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.

42.2. 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 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 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 applicants;
- (e) Whether there will be competitive testing, and if so, the date, time and place of the test; the nature and scope of the test subject matter, and any reference material or sources upon which the test is based;
- (f) Whether the test will consist of written, oral and/or physical demonstration components and the relative weight to be given to each in scoring the test results;
- (g) Whether the tests will be used to establish and eligibility list based upon ranking or rating of test applicants with the highest overall score being placed first, next highest second, and so on down the list of candidates, and if so, how long the list will be retained and/ or effective;
- (h) Whether the selection will be made from the top 3 positions on the eligibility list referred to in paragraph g, or other basis; and

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

42.3. Pay After Promotion:

(a) The promotion of an Association Member will result in the promoted employee receiving (i) a 10% increase in base wage or (ii) the top step base wage for the position the employee is promoting into, whichever is less.

42.4 Single Role Member Vacancies:

(a) If a Single Role Member changes position to Non-Suppression Paramedic that position change shall not be considered a promotion.

(b) Vacancies for Single Role Member positions shall be posted to all employees of the Carson City Fire Department for a period of not less than 14 calendar days prior to the last date for application.

Article 43 WAIVER OF AMBULANCE FEES.

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

Article 44 LONGEVITY PAY- FS AND FP MEMBERS

44.1 The Plan:

(a) Each year as of July 1st, FS and FP Members who have completed five (5) years of continuous service in the Carson City Fire Department are eligible to receive ½% of the top step of a Fire Fighter /Paramedic salary. For every additional year of continuous service after the fifth year, an FS and FP Member is eligible for an additional ½% per year up to a maximum of 8% of the top step of a Fire Fighter /Paramedic salary.

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

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

44.2 FS and FP Members' Evaluation under the Plan:

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

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

44.3 Dates of Payment and Eligibility:

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

44.4 Eligibility under Particular Circumstances:

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

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

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

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

44.5 Return to City Service:

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

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

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

Article 45 LONGEVITY PAY- BLSSINGLE ROLE MEMBERS

A longevity benefit is available to **BLSSingle Role** Members. The eligibility determination date for longevity is the last complete pay period that occurs before the first payday in December and the first payday in June. Eligibility determination and longevity payment payout will occur semi-annually the first payday in December and June of each fiscal year.

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

Completed	Semi-Annual	Total
1-5	None	
6	100.00	200.00
7	150.00	300.00
8	200.00	400.00
9	250.00	500.00
10	300.00	600.00
11	350.00	700.00
12	400.00	800.00

13	450.00	900.00
14	500.00	1,000.00
15	550.00	1,100.00
16	600.00	1,200.00
17	650.00	1,300.00
18	700.00	1,400.00
19	750.00	1,500.00
20	800.00	1,600.00
21	850.00	1,700.00
22	900.00	1,800.00
23	950.00	1,900.00
24	1,000.00	2,000.00
25	1,050.00	2,100.00

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

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

Article 46 MINIMUM TRAINING, LICENSING AND CERTIFICATION

46.1 All Association Members must maintain all licenses and certificates required by their job descriptions.

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

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

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

Article 47 TRANSFER OF OPERATIONS

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

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

CARSON CITY

ASSOCIATION

By: _____
Lori Bagwell, Mayor

By: _____
Bryon Hunt, President

Date: _____

Date: _____

Attest:

By: _____
William Scott Hoen, Clerk-Recorder

APPENDIX B

Non-Suppression EMT (formerly BLS Patient Care Technician)

See Appendix A group 3005, BLS for pay ranges applicable to Non-Suppression EMT positions.

Non-Suppression Paramedic

ER Paid	FY 2026*		FY 2027*		FY 2028*	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Bottom	\$28.8461	\$60,000.0 0	\$29.4230	\$61,199.8 4	\$30.0115	\$62,423.8 3
Top	\$36.0577	\$75,000.0 0	\$36.7789	\$76,500.1 1	\$37.5145	\$78,030.1 6
EE/ER Paid	FY 2026*		FY 2027*		FY 2028*	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Bottom	\$34.7995	\$72,789.6 0	\$35.4955	\$73,830.6 4	\$36.2054	\$75,307.2 3
Top	\$43.4995	\$90,478.9 6	\$44.3695	\$92,288.5 6	\$45.2569	\$94,134.3 5

*2% COLA included in rates shown on this table; rates are shown in ranges, not steps.