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**COLLECTIVE BARGAINING AGREEMENT**

between

**Carson City**

and the

**Carson City Fire Fighters Association, Local #2251 of the International Association  
of Fire Fighters on behalf of the Carson City Wildland Firefighters**

(Effective from date of last required signature hereto and expiring June 30, 2026)

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## **Article 1     PREAMBLE AND CAPITALIZED TERMS**

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 on behalf of the Wildland Firefighters.

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

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 Member(s) or Member(s): All members of the Association that are Wildland Firefighters.

Employer or City: The Consolidated Municipality of Carson City.

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

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

Wildland Firefighters: Carson City Fire Department grant- or contract-funded employees that (1) are full-time employees, not Part-Time Employees or Seasonal Employees; (2) are employed in a position requiring a certificate from the National Wildfire Coordinating Group (e.g., S-130, S-190); and (3) are assigned to the Fire Prevention Division to primarily perform wildland fuels reduction projects, which includes, but is not limited to, the following positions: Senior Wildland Fire Crew Member (which may alternatively be labelled as Engine or Crew Boss), Wildland Fire Crew Member (which may alternatively be labelled as Wildland Firefighter Type 2), Wildland Fire Equipment Operator, or Fuels Management Grants Administrator.

**Article 2 RECOGNITION**

2.1 Employer recognizes the Association as the exclusive bargaining agent for all employees of the Carson City Fire Department who are Wildland Firefighters.

**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 29.
- (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;
- (4) The means and methods of offering those services; and
- (5) That City's general funds shall not be used for Association Member salary, benefits, or other costs associated with Association Members and their duties.

(d) Safety of the Public.

### **Article 5 SALARIES**

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Association Members will be paid in accordance with the compensation established for the occupied position as set forth in Appendix A.

### **Article 6 MERIT SALARY INCREASES**

6.1 Upon the recommendation of the Fire Chief, and subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Association Members shall receive annual merit increases in increments of 3.5% per year, provided the Association Member receives a "meets expectations" or better evaluation. See Appendix A. Merit increases shall be effective on the Association Member's anniversary date.

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

6.3 Except as provided in paragraph 6.4 & 6.5 of this article, a merit salary increase is paid from the date the Association Member became eligible for such increase.

6.4 If a merit salary increase is denied:

- (a) because the Association Member did not receive a "meets expectations" or better on the Association Member's evaluation, and the Fire Chief in his or her sole discretion decides to offer the Association Member the opportunity to cure some deficiency to achieve a "meets expectations" rating, then any merit increase will take effect upon the Fire Chief's written determination that the Association Member has fully cured the specific deficiency or deficiencies the Fire Chief gave the Association Member the opportunity to cure; or

(b) due to some Employer error, as determined by the Fire Chief, then the merit increase retroactively takes effect on the day Association Member's merit increase would have taken effect if Employer's error had not occurred.

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

## **Article 7 HOURS OF WORK**

7.1 Association Members will work ten (10) hour shifts for an average of forty (40) hours per week for a total of 2,080 hours per year.

## **Article 8 OVERTIME**

8.1 Association Members who, at the request of their supervising Battalion Chief and subject to available grant- and/or contract-funding, work hours outside their regular shift or hours in excess of their regular shift 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 (½) 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 supervising Battalion Chief 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 supervising Battalion Chief because of lack of work, said Association Member shall receive a minimum of two hours of regular pay.

8.5 Annual leave, sick leave and approved holidays off shall be considered hours worked for the purpose of computing overtime.

## **Article 9 WILDLAND FIRE SUPPRESSION, FUELS MANAGEMENT, AND OTHER STAFFING**

### 9.1 Wildland Fire Suppression Staffing

Unless otherwise required by the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, the Employer shall not permit or require Association Members to engage in wildland fire suppression activity without a minimum of three (3) qualified individuals to perform suppression activity on a wildland engine.

## 9.2 Wildland Fuels Management Staffing

Unless otherwise required by the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, the Employer shall not permit or require Association Members to perform fuels management work involving felling trees, operating dangerous tools or equipment (like chippers, masticators, chainsaws, or similar), working at dangerous heights, or similar activities without a minimum of two (2) qualified individuals to perform that fuels management work.

## 9.3 Other Staffing

Unless a minimum staffing standard is specifically identified in Sections 9.1 or 9.2 above, and unless otherwise required by the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, this Agreement does not limit Employer's discretion regarding minimum staffing.

## 9.4 Mandatory Retention and Recall

In the circumstances described below, Association Members may be mandatorily retained or recalled by the Fire Chief or the supervising Battalion Chief, and Association Members must comply with that directive for mandatory retention or recall. Association Members are subject to mandatory retention and recall when—in the discretion of the Fire Chief, supervising Battalion Chief, or the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions:

- (a) There is an ongoing emergency;
- (b) There is a "Red Flag" warning;
- (c) Necessary for the health, welfare, and/or proper maintenance of animals used for wildland fuels management, which includes, but is not limited to providing water to sheep or goats grazing to reduce wildland fuels; or
- (d) Necessary to timely complete a time-sensitive task which, without mandatory retention or recall, will not be timely completed and some concrete, adverse consequence is reasonably expected to arise as a result of untimely completion. In this instance, the Fire Chief or supervising Battalion Chief will provide as much advance notice as is practicable concerning the possibility of mandatory retention or recall.

Mandatory retention or recall procedures will be subject to any Fire Department standards or policies governing mandatory periods of rest. If the mandatory retention



or recall results in an Association Member exceeding his or her regular shift or work hours, the Association Member will be paid in accord with Article 8.

**Article 10 TEMPORARY DUTY PAY**

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, whenever an Association Member is detailed to a higher position for which that Member is qualified, said Member shall receive an additional 10% of his/her base wage for each of the higher ranks being filled. Upon termination of the temporary assignment, the Association Member shall return to his/her original compensation. Any such pay will be paid on the payroll for the pay period within which the temporary duty assignment was performed. For the purposes of this article rank shall be, in descending order, as follows: Senior Wildland Fire Crew Member, Wildland Fire Equipment Operator, Wildland Fire Crew Member. The Fuels Management Grants Administrator is not eligible for temporary duty pay.

**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)                       |
| 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)                              |

Or any other day that may be appointed by the President of the United States, the Governor of the State of Nevada, or the City's Board of Supervisors for public fast, thanksgiving, or as a legal holiday.

11.2 Holiday Falling Within Vacation Period

If a legal holiday falls on an Association Member's approved annual leave day, that day shall not be charged to annual leave.

### 11.3 Holiday Observance

- (a) When a designated holiday falls on a Saturday, the Friday before will be observed as the holiday and when a designated holiday falls on a Sunday, the Monday after will be observed as the holiday.
- (b) Association Members who work a four-day workweek will be granted a day off within the pay period if the holiday does not fall on their regular workday.
- (c) For non-standard workweek Association Members who normally work on a Saturday or Sunday, if a holiday from Section 11.1 actually falls on a Saturday or Sunday on which the Association Member is working a normal shift, such day shall be granted as a holiday for purposes of Section 11.5 (Pay for Work on Holiday). That non-standard workweek Association Member shall not earn additional holiday time for the Friday or Monday that is observed as the holiday for standard workweek employees.

### 11.4 Computing Holiday Pay

Holiday pay will be based upon the Association Member's regular hourly wage for the number of hours in his or her regular workday. Such computation will be exclusive of overtime pay.

### 11.5 Pay for Work on Holiday

- (a) An Association Member who is required to work on a holiday which falls on the Association Member's regular day off shall receive two and one half (2.5) times the regular rate of pay for hours worked. An Association Member who is required to work on a holiday which falls on the Association Member's regular workday shall receive two (2) times the regular rate of pay for hours worked.
- (b) The City must make contributions to the Public Employee's Retirement System (PERS) in accordance with State law and PERS policies.

## **Article 12 EDUCATIONAL COSTS & INCENTIVE PAY**

### 12.1 Educational Costs

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, and subject to pre-approval from the Fire

Chief, Employer will pay all costs associated with Member attending educational and training courses related to the mission of Wildland Firefighter positions.

However, Association Member must repay any such costs to Employer if Association Member fails to (1) pass a pass/fail course; (2) obtain a grade of C (70%) or better in a graded course; or (3) present proof that the Association Member passed or received a grade of C (70%) or better (as applicable) within 60 days of the issuance of final grades for the course. Any such repayment must be made within 30 days of a demand for repayment from Employer.

## 12.2 Incentive Pay

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Association Members are eligible for incentive payments on the following schedule:

(a) For post-secondary degrees, if approved by the Fire Chief, Association Member is entitled to receive 2.5%, added biweekly, for an Associate's degree or a Bachelor's degree in a field that, in the discretion of the Fire Chief, is related to Wildland Firefighter positions.

(b) For EMS certificates issued by the Nevada Department of Health and Human Services, Association Member (except Fuels Management Grants Administrator) is entitled to receive the greater of either:

(1) 2%, added biweekly, for Members who hold, and maintain in good standing, an EMT Basic certificate; or

(2) 4%, added biweekly, for Members who hold, and maintain in good standing, an EMT Advanced certificate.

(c) For Association Members expected to fluently speak and/or read and write in Spanish at least three (3) times per week, 2.5%, added biweekly, for the duration of any such 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 Employee is fluent in Spanish so as to be eligible for this benefit.

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

## **Article 13 TRADING**

This Article does not apply to the Fuels Management Grants Administrator.

### **13.1 Permissibility of Trading, Generally**

At the time of this Agreement, trading is not feasible due to the number of Wildland Firefighter positions and current shift scheduling. However, generally speaking, the practice of trading work hours or shifts, is permissible under this Agreement, subject to: (1) adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, and (2) Employer, in its sole discretion, opting to maintain two or more shifts that do not entirely overlap.

### **13.2 Permissibility of Specific Trades**

In the event that trading becomes possible under the terms of Section 13.1, Association Members may exchange or trade work hours or shifts provided it does not interfere with the operation of the Fire Department and subject to prior approval of the Fire Chief or his designee. Association Members who agree to such trading shall hold the Employer harmless for the failure of the other Association Member to pay back traded time.

Three-way trades are permissible but must be rank for rank, except where the Association Member filling in for the shift traded is determined by the Fire Chief or his designee to be qualified to perform all of the duties and responsibilities of the position being manned, either by being designated to serve in an acting capacity in that position or otherwise being fully qualified for the position being manned.

An Association Member who agrees to work a trade is responsible for filling the shift the Member agreed to work, at no cost to the City. Any Association Member who fails to fulfill a shift trade agrees to repay the City for all overtime, temporary duty, or other costs resulting from the Member's failure. Repayment will be made over a period of four (4) pay periods for such costs, unless the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions require repayment sooner, in which case the Association Member must make repayment as required by that grantor(s) and/or contract obligor(s).

## **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 Finance Department 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 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**

The terms "Regular Employee Retirement Fund" and "Police and Firefighter's Retirement Fund" refer to retirement funds with the Nevada Public Employees' Retirement System.

15.1 Currently Association Members are included in the Regular Employee Retirement Fund.

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Employer will make retirement contributions to the Police and Firefighter's Retirement Fund instead of the Regular Employee Retirement Fund for any Association Member holding a position that, pursuant to a formal and final decision from Nevada PERS, should be part of the Police and Firefighter's Retirement Fund. Employer will not make retirement contributions to the Police and Firefighter's Retirement Fund for any Member unless and until Nevada PERS issues a formal and final decision holding that the Police and Firefighter's Retirement Fund is the appropriate fund for the Member's position.

Notwithstanding the foregoing, for the Fuels Management Grants Administrator position, Employer will only make contributions to the Regular Employee Retirement Fund.

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 of 1.5 % or less, the 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, subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, the 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.

15.3 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%, the 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, subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, the 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 the City and the appropriate Association Member.)

## **Article 16 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**

16.1 Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Employer will provide all uniforms, work clothing, boots, and personal protective equipment ("PPE") needed by Association Members to perform their assigned work duties. A committee comprised of Wildland Firefighters and a supervising Battalion Chief will make recommendations to the Fire Chief regarding what uniforms, work clothing, boots, and PPE are needed, with the final discretionary decision left to the Fire Chief. In addition, Employer will replace such uniforms, work clothing, boots, and PPE whenever the supervising Battalion Chief deems necessary, with the approval of the Fire Chief or the Chief's designee.

16.2 To the extent NFPA safety standards apply:

- (a) Uniforms, work clothing, boots, and PPE shall conform to all current NFPA safety standards at the time of purchase.
- (b) Existing uniforms, work clothing, boots, and PPE shall have been in compliance with the edition of the NFPA standard that was current when those items were manufactured.
- (c) Replacement uniforms, work clothing, boots, and PPE shall be in compliance with the current edition of the NFPA standards.
- (d) New hire uniforms, work clothing, boots, and PPE shall be in compliance with the current edition of the NFPA standards.
- (e) 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 of either of them.

**Article 17 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY**

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, and upon the discretionary 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 a maximum of \$50.00 in repair or replacement costs.

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

**Article 18 GROUP LIFE INSURANCE**

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Employer shall pay one hundred percent (100%) of the premium for a \$50,000.00 policy of group term life insurance for each Association 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) Employer shall pay 100% of the Association Member's premium for group health insurance coverage and 65% of any dependent's group health insurance coverage for the cost of the plan selected by the Association Member except that the Employer will only pay 50% of dependent coverage if the Association Member elects coverage under the high deductible plan. If the Employer only offers a high deductible plan to its employees, then Association Members will receive a subsidy of 65% toward the covered dependent's group health insurance premiums under that plan.

19.2 Health Insurance Upon Retirement

(a) The Association Member shall have the option of converting the health insurance coverage at the time of his separation from employment by Employer

by commencing to pay 100% of the total premium, prior to the retirement language below.

(b) For retired Association Members that meet the eligibility requirements set forth here in Section 19.2, Employer 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 Employer agrees to cover eligible retirees and dependents, as the term "dependents" is defined in the Employer's group insurance plans in existence on the date Association Member qualifies for benefits described here in Section 19.2, under the group insurance plans offered to active Association Members, as modified from time-to-time.

(1) In order to be eligible for the benefits provided in this Section 19.2(b), the Association Member-retiree 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 Employer will pay premiums for:

(I) The eligible Association Member-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 Employer 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 Employer 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 Employer'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 Employer 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 Employer'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.

(II) The spouse of the eligible Association Member-retiree (current at time of the employee's separation from the Employer) 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 Employer 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 Employer'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 Employer'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 Employer, the spouse will not be included in the health insurance premium subsidy.

(III) Dependents (current at time of the Association Member-retiree's separation from the Employer), as defined by the rules of the Employer's 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 Employer 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 Employer'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 Employer'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.

(3) In the event of death of the Association Member-retiree, the spouse will continue to receive the subsidy benefit until death or remarriage subject to requirements in Section 19.2(b)(2)(II). Dependents, as defined in Section 19.2(b)(2)(III), 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.

(4) In the event of a catastrophic injury or medical illness which forces an Association Member who has not reached 20 years of service to retire from service of the Carson City Fire Department under NRS 616 and 617 (Work Related Injury or Illness) or as a Nevada PERS disability retirement, this benefit will be prorated for the Association Member at 5% per year of service with the Carson City Fire Department in Association Member's bargaining unit, but only after the Association Member has worked for the Carson City Fire Department for ten (10) years in Association Member's bargaining unit, up to a maximum of 90% and subject to the provisions of Section 19.2(b)(2)(I) 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. The prorated benefit at ten years starts at 50%. The benefit under this subparagraph (i.e. Section 19.2(b)(4)) does not apply to spouse or dependents and does not trigger any spousal or dependent benefits under this Article.

(5) If the benefits provided to Association Member-retirees, their spouse and dependents under this Section 19.2(b) are modified (reduced or eliminated) in the future by mutual agreement of the Employer and the Association, including modification resulting from binding fact-finding or interest arbitration pursuant to NRS Chapter 288, such modification shall not apply to Association Member-retirees, their spouses and dependents then receiving the benefits, and the Association Member-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 Association Member's eligibility for benefits under Section 19.2(b).

**Article 20 PHYSICAL EXAMINATIONS**

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

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

20.3 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.

20.4 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 any specific 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).

**Article 21 ANNUAL LEAVE**

21.1 For the purpose of this Article, all benefits are subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions. Also for the purposes of this Article, the term "continuous service" means that service commencing with appointment to a position with the Employer and continuing until resignation or discharge.

21.2 Accrual Rate

(a) Association Members shall accrue annual leave at the following rates:

| <b>Continuous Service</b> | <b>Accrual</b>   |
|---------------------------|------------------|
| 0 - 12 months             | 6 hrs. per month |
| 13 - 24 months            | 8 hrs. per month |

|                      |                   |
|----------------------|-------------------|
| 25 - 60 months       | 10 hrs. per month |
| Over 60              | 14 hrs. per month |
| Maximum accumulation | 300 hrs.          |

(b) Annual leave shall accrue for each pay period in which the employee is in full-pay status.

(c) An Association Member's accumulated annual leave may never exceed 300 hours, regardless of the Association Member's years of service, and accruals in excess of 300 hours will be forfeited.

21.3 Association Members shall be paid their regular hourly rate for annual leave used.

21.4 **Becoming Ill While on Annual Leave.** If an Association Member submits satisfactory evidence that the Member suffered from a qualifying illness during annual leave, that Member shall be granted sick leave for the period of the Association Member's illness to the extent that the Association Member is entitled to such leave under the provisions of the applicable Sick Leave Article, and the portion of the Association Members lost vacation time for which sick leave was granted shall be credited to the Association Member. For the purposes of this Section "qualifying illness" means the Member was hospitalized for (1) illness or other medical condition, or (2) that the Association Member was ill or injured for at least 2 consecutive days, with or without hospitalization.

21.5 **Minimum vacation time.** The minimum period of annual leave that may be used for Association Members shall be four (4) hours. Fractions of an hour shall be rounded off to the next whole hour.

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

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

**Article 22 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 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 23 SICK LEAVE**

23.1 For the purpose of this Article, all benefits are subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions.

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

23.3 Association Members shall earn sick leave at the rate of six (6) hours per month for the first year.

23.4 After one year of continuous employment, Association Members shall earn sick leave at the rate of 10 hours per month.

23.5 Association 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.

23.6 Employees, 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:

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

Regardless of length of service, an Association 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 Association Member has not designated a beneficiary.

23.7 Minimum Sick Leave to be Taken: The minimum sick leave to be taken at one time by an Association Member shall be four (4) hours. Fractions of hours of sick leave shall be considered as the next largest whole hour.

## **Article 24 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) 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 work upon the expiration of ninety (90) calendar days, accrued sick leave shall be used to supplement Workers' Compensation 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 injured on the job and as a result can no longer perform the essential functions of said job, the City, upon receiving a release from the Association Member's physician, shall attempt to place the Association Member in a temporary light duty position. If the Association Member is provided a temporary light duty position, he or she shall continue to receive his or her regular salary and benefits provided under this Agreement. Such light duty may be temporary and need not be in an authorized position. An Association Member who is released by his or her physician to return to the job held at the time of the injury, must return to work at that position. If the Association Member's physician determines that the Association Member will be permanently unable to return to his or her original position, the City shall comply with NRS 616C.530.

(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 25 COURT LEAVE**

25.1 For the purpose of this Article, all benefits are subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions.

25.2 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.

25.3 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.

25.4 If an Association Member is compelled to appear by subpoena or other order on his or her regular workday in any judicial or administrative proceeding as a defendant 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.

25.5 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 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 26 LEAVE OF ABSENCE**

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, 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 27 ASSOCIATION BUSINESS**

Association Members may donate a maximum of one hundred (100) hours of leave per year to be utilized for Association business of Association Members at no cost to the Employer. Use of 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 or the grant(s) or contract(s) funding the Wildland Firefighters.

**Article 28 BULLETIN BOARDS**

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

**Article 29 WORK FORCE REDUCTION PROCEDURES**

29.1 Layoffs arising from the loss of grant(s) or contract(s) funding specific positions shall be limited only to the positions affected by that loss of grant- or contract-funding.

29.2 Layoffs shall proceed in ascending order of seniority for Association Members. Seniority ranking will be determined based on the date of hire as Wildland Firefighters within the Carson City Fire Department.

**Article 30 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:

**Grievance Procedures When Member Is Not Terminated or Demoted:**

30.1 The grievance procedures at 30.1 to 30.5, inclusive, apply to all grievances, except those in which the Member alleges Employer improperly terminated the Member's employment or improperly demoted the Member.

30.2 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.

30.3 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) 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) 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) 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.

30.4 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 ("AAA"). 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 on 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.

30.5 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.

**Grievance Procedures When Member Is Terminated or Demoted:**

30.6 The grievance procedures at 30.6 to 30.11, inclusive, apply solely to grievances in which the Member alleges Employer either improperly terminated the Member's employment or improperly demoted the Member. For all other grievances, the procedures are 30.1 to 30.5, inclusive, govern.

30.7 The grievant shall present a written grievance to the Fire Chief (or his/her designee), with a copy simultaneously presented to the Employer's Human Resources Director (or his/her designee), within three (3) administrative working days of the date on which the grievant's termination or demotion becomes effective.

30.8 The Fire Chief will respond to the grievance in writing within two (2) administrative working days, with the response stating whether the termination or demotion will be reversed. If the Fire Chief fails to respond within two (2) administrative working days, the grievance is deemed denied with the termination or demotion affirmed.

30.9 If the termination or demotion is not reversed, the grievant may submit a demand for binding arbitration to AAA within three (3) administrative working days of the Fire Chief's decision described at Section 30.8. Any such demand to AAA must be simultaneously submitted to Employer's Human Resources Director. The grievance will be adjudicated under AAA's Expedited Labor Arbitration Rules.

30.10 All parties and the Arbitrator must make all reasonable efforts to complete the arbitration hearing within 30 days of the arbitration demand.

30.11 The expenses for witnesses or counsel for any party shall be paid by the party producing such witnesses or retaining such counsel. The Arbitrator's fees and expenses shall be split equally between the Association and the City.

#### **Rules Applicable to All Grievances**

30.12 The following rules (30.12 to 30.16, inclusive), apply to all grievances, regardless of whether the grievance falls within the procedures described at 30.1 to 30.5 or the procedures described at 30.6 to 30.11.

30.13 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.

30.14 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.

30.15 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 5. 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.

30.16 The parties acknowledge that Association Members have personal rights under federal and state law to sue their employer, including but not limited to claims under Title VII of the Civil Rights Act of 1964 (as amended), the Americans with Disability Act (as amended), the Age Discrimination in Employment Act (as amended), and NRS Chapter 613 (collectively, "Employment Discrimination Laws"). The parties acknowledge that Association Members may allege grievances based on the same facts, transactions, or occurrences which would invoke their personal rights to sue the Employer under Employment Discrimination Laws. Under such circumstances, the parties agree that Association Members must make an election on whether to request arbitration under this Section or file a personal lawsuit against the Employer, but the Association Member may not seek relief through both an arbitration under this Agreement and a personal lawsuit against Employer. Therefore, if an Association Member requests arbitration for such a matter, the Association Member waives the right to bring a personal lawsuit against Employer under the Employment Discrimination Laws; conversely, if the Association Member brings a lawsuit against Employer under the Employment Discrimination Laws, the Association Member waives the right to arbitration on such a matter through the Agreement.

### **Article 31 LAWSUITS AGAINST EMPLOYEES**

31.1 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 employment if:

(a) Within fifteen (15) days after service of a copy of the summons and complaint or other legal document commencing the action, the Association Member 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.

31.2 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.

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

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

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

31.4 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 Association Member's employment.

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

31.6 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 employment and that his act or omission was not wanton or malicious, Employer shall be liable to that person for reasonable expenses in carrying on his own defense, including court costs and attorney's fees.

31.7 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.

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

31.9 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 employment, Employer shall indemnify him unless:

(a) The Association Member failed to submit a timely request for defense;

(b) The Association Member failed to cooperate in good faith in the defense of the action;

(c) The act or omission of the Association Member was not within the scope of his or her employment; or

(d) The act or omission of the Association Member was wanton or malicious.

## **Article 32 RULES AND REGULATIONS**

32.1 Association Members shall comply with all grant- and contract-funding terms and conditions that apply to their positions.

32.2 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.

32.3 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.

32.4 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 33.

32.5 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 30 is applicable to resolve the question of whether the change is a change to a subject of mandatory bargaining.

## **Article 33 AMENDMENT PROCEDURE**

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

## **Article 34 CORRECTIVE ACTION AND PERSONNEL FILES**

34.1 Employer shall provide for implementation of a personnel file review system. 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. 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. 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. If an Association Member reviews his or her personnel file under this policy and believes that personnel file is inaccurate or misleading, the Association Member may prepare and present to the Human Resources Director a clarifying statement pertaining to the document in question for inclusion in the personnel file.

### 34.2 Corrective and Disciplinary Actions

An Association Member's failure to follow Employers rules and procedures, including those references in Article 32 and the terms and conditions of grants and contracts applicable to Association Members, is subject to discipline.

As a general policy, discipline shall be administered or imposed to fit the circumstances on a basis of progressive discipline. No discipline shall be imposed except for just cause.

#### (a) Verbal Warnings

In a minor offense, a verbal warning may be given to an Association Member.

#### (b) Warning Letter

A letter of warning may be given to an Association Member, in relatively serious cases and/or as part of a progressive disciplinary process. A copy of the letter shall be filed with the Association Member's service record in the Human Resources Department and one copy shall be furnished to the Association Member. A letter of warning shall remain with an Association Member's service record for a period of 18 months, at which time the letter will be removed at the request of the Association Member. Further, after those 18 months, regardless of whether the letter of warning is actually removed, no further reference will be made to it for progressive discipline.

#### (c) Suspension Without Pay

Where the offense is a serious one, and/or as part of a progressive disciplinary process, the Employer may, on written notice suspend an Association Member from work, without pay, for a period not to exceed 30 calendar days, according to the gravity of the offense and the previous record of the Association Member concerned. A copy of the notice shall be filed with the Association Member's service record in the Human Resources Department, and one copy shall be furnished to the Association Member. A written notice of suspension will remain

in the Association Member's service record; however, after 18 months, if requested by the Association Member, the Fire Chief has the discretion (but not the obligation), to order that the notice of suspension for an Association Member be removed from his or her record.

(d) Demotion and Dismissal

When other forms of discipline or corrective action have proved ineffective, or when the seriousness of the offense or conditions warrant, the Fire Chief may demote or dismiss an Association Member for just cause.

(e) Specificity of Charges

All disciplinary actions, except verbal warnings, shall be given to an Association Member in writing, and shall state the date and nature of the offense, and the specific reason, rule, regulation, ordinance, law or policy violated. The written charge shall be signed by both the Fire Chief and the Association Member. However, the Association Member's signature does not constitute an admission of guilt, but merely an acknowledgment of receipt of the charge. Nothing in this section (or any other portion of Article 34.2) is intended to require, or prohibit, the written memorialization of any verbal warning.

(f) Dispute over Discipline

If there is any dispute between the Employer and the Association and/or an Association Member concerning the existence of good and sufficient cause for discipline, such dispute shall be adjusted as a grievance in accordance with Article 30 of this Agreement.

34.3 The Employer may use written counseling statements for the annual evaluation of the Association Member and such statements do not constitute discipline.

**Article 35 SAVINGS CLAUSE**

35.1 This Agreement is the entire agreement of the parties.

35.2 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.

35.3 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 36 RESERVATION OF RIGHTS**

Any presently existing right or benefit established solely between Wildland Firefighters and Employer, 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 or the grantor and/or contract document(s) funding the Wildland Firefighter positions.

**Article 37 SAFETY AND HEALTH**

37.1 Employer and Association have a Joint Safety Committee, established through a separate Collective Bargaining Agreement between Employer and Association concerning non-supervisory Fire Suppression, Fire Prevention, and BLS members ("Firefighter CBA").

37.2 Association Members wishing to bring the existence of some safety hazard to the Joint Safety Committee may do so through the Association. It is Association's sole responsibility to properly raise safety hazards communicated to Association by Association Members. Safety hazards raised by the Association, on behalf of Association Members, will be treated the same as safety hazards raised through the Firefighter CBA.

**Article 38 COMMUNICABLE DISEASE**

In the event an Association Member or his/her supervisor becomes aware of reasonable grounds to believe that the 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 Member's duties, the 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 23 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 39 ADOPTION AND DURATION OF AGREEMENT**

39.1 This Agreement shall become effective the first full pay period following ratification and execution by both parties and shall remain in effect until June 30, 2026 unless changed as provided herein.

39.2 Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, 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.

39.3 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.

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

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

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

39.7 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 40 PROMOTIONAL VACANCIES**

### 40.1 Vacancies

All promotional vacancies shall be filled by candidates that meet the minimum requirements of the position, as established by the Employer.

### 40.2 Notice

Notice of all promotional vacancies for Wildland Firefighters within the Carson City Fire Department shall be given to Association Members for a period of not less than 15 calendar days prior to the last date for application or the date scheduled for testing, whichever is earlier.

**Article 41 WAIVER OF AMBULANCE FEES.**

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

**Article 42 LONGEVITY PAY**

42.1 The Plan

(a) Each year as of July 1st, Association Members who have completed five (5) years of continuous service as Wildland Firefighters in the Carson City Fire Department are eligible to receive an additional ½% in longevity incentive pay, to be paid once a year, and calculated based on the Association Member's regular, annual salary rate (e.g. excluding overtime, incentive pay, and similar). For every additional year of continuous service after the fifth year, Association Members are eligible for an additional ½% per year up to a maximum potential longevity incentive pay benefit of 8%.

(b) Except as provided in this Article, an interruption in continuous service as a Wildland Firefighter with the Carson City Fire Department terminates the Association 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 Association Members' subsequent eligibility.

42.2 Association Members' Evaluation under the Plan

(a) An Association Members' performance must be rated "meets expectations" or better on the last performance evaluation for him/her to be eligible for additional pay pursuant to Section 42.1(a).

(b) If an Association Members' performance was not rated during the previous 12 months, his/her performance is assumed to be "meets expectations".

42.3 Dates of Payment and Eligibility

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

42.4 Eligibility under Particular Circumstances

- (a) An Association 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.
- (b) An Association Member who retires and applies for retirement or who dies during the annual qualifying period is eligible for longevity pay.
- (c) An Association 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 Association 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 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.

**Article 43 MINIMUM TRAINING, LICENSING AND CERTIFICATION**

43.1 All Association Members must acquire and continuously maintain all requisite certifications for their positions. All Association Members must have and maintain a valid driver's license, first aid and CPR certificates, the NWCG certificates listed in their job descriptions, and any other certificates or licenses required by the Fire Chief or the grants and/or contracts funding the Association Member's position.

If an Association Member fails to maintain the required certification or licensing as set forth above, 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.

The sixty (60) calendar days to cure a lapsed license or other required certificate shall not accrue when an Association Member is on approved FMLA leave. If an Association Member is on approved FMLA leave when the Association Member's driver's license or other required license or certificate lapses, the sixty (60) calendar days of unpaid leave to cure the lapsed license or certificate will not commence until the Association Member is no longer covered by approved FMLA leave. Similarly, if an Association Member begins approved FMLA leave after the sixty (60) calendar days have begun accruing, but before the expiration of those sixty (60) calendar days, the accrual of the sixty (60) calendar days of unpaid leave to cure the lapsed license or certificate will be tolled until the Association Member is no longer covered by approved FMLA leave. If an Association Member fails to secure a valid driver's license or other required license or certificate at the conclusion of sixty (60) calendar days, calculated as described above to ensure none

of those sixty (60) calendar days accrued during approved FMLA leave, the Association Member will be terminated.

43.2 Employer will provide Association Members the time and opportunity to complete all training necessary to maintain qualifications and certifications required under their job descriptions as well as current EMS certifications.

**Article 44 TRANSFER OF OPERATIONS**

The 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**

By: Lori Bagwell  
Lori Bagwell, Mayor

Date: 4/6/2023

**ASSOCIATION**

By: Bryon Hunt  
Bryon Hunt, President

Date: 4/6/2023

Attest:

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

## Appendix A SALARIES

### Fiscal Year - 2023 - 2026

| Rates: | <u>Position*</u>                        | <u>Hourly Rate</u> |                   | <u>Salary</u>       |                     |
|--------|---|--------------------|-------------------|---------------------|---------------------|
|        |   | <u>Bottom</u>      | <u>Top</u>        | <u>Bottom</u>       | <u>Top</u>          |
|        | <b>Wildland Fire Crew Member</b>        | \$ <b>24.6615</b>  | \$ <b>27.3426</b> | \$ <b>51,295.92</b> | \$ <b>56,872.61</b> |
|        | <b>Wildland Fire Equipment Oper</b>     | <b>29.5938</b>     | <b>32.8112</b>    | <b>61,555.10</b>    | <b>68,247.30</b>    |
|        | <b>SR Wildland Fire Crew<br/>Member</b> | <b>35.5619</b>     | <b>39.4281</b>    | <b>73,968.75</b>    | <b>82,010.45</b>    |
|        | <b>Fuels Mngt Grants Admin</b>          | <b>36.2159</b>     | <b>40.1532</b>    | <b>75,329.00</b>    | <b>83,518.60</b>    |

\* Position Titles are subject to change.