

**Labor Agreement Between the
CITY OF SPARKS
And the
ASSOCIATION OF SPARKS FIRE DEPARTMENT
CLASSIFIED CHIEF OFFICERS**

| **For the Fiscal Years July 1, 2012, through June 30, 2013**

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AGREEMENT
Between the
CITY OF SPARKS
And the
ASSOCIATION OF SPARKS FIRE DEPT. CLASSIFIED CHIEF OFFICERS
For the Fiscal Years July 1, 2012 through June 30, 2013

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SECTION 1 - ADMINISTRATION

Article A. PREAMBLE

This Agreement is entered into between the CITY OF SPARKS, NEVADA, hereinafter referred to as the "City," and the ASSOCIATION OF SPARKS FIRE DEPARTMENT CLASSIFIED CHIEF OFFICERS, hereinafter referred to as the "Association." Members of the association, employed by the City, are covered by this Agreement and will hereinafter be referred to as "Employees."

It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise. It is recognized by both the City and the Association that the City is engaged in rendering public service to the general public and that there is an obligation on each party for the continuous rendition and availability of such services. It is further recognized by both the City and the Association that each party has a mutual obligation for executing the provisions of this contract.

All employees shall perform loyal and efficient work and services; shall use their influence and best efforts to protect the properties of the City and its service to the public; and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

The full agreement between the parties, other than those portions of public employment agreements that are expressly provided for, or excluded from by state statute, is set forth herein.

Article B. ADOPTION OF AGREEMENT

1. Adoption: This Agreement will be deemed adopted and of binding effect, terminating negotiations during its term, upon approval and subscription of the Association and the City.
2. Copy of Agreement: The City agrees to furnish one (1) copy of this Agreement to the Association. Any additional copies of this Agreement shall be furnished by the Association. The Association agrees to reimburse the City at the rate of four (4) cents per copy for use of the Fire Department copying machine for Association-related business. Use of the copy machine for Association-related business will be outside the hours of 8:00 a.m. to 5:00 p.m.
3. Scope of Negotiations and Amendments: By adopting this Agreement, the Association agrees that they will not seek any additional wage demands during the duration of this Agreement, but are entitled to entertain negotiations seeking to amend this Agreement concerning non-wage benefits.
4. Bulletin Boards: The City shall permit all reasonable use of Bulletin Boards located in the respective fire houses of the City. All materials posted by the Association shall be in good taste and shall not contain information which would embarrass or coerce any employee or official of the City.

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5. Rules and Regulations: The Sparks Fire Department Rules, Regulations and Operations Manual, as amended from time to time, as long as Rules or Regulations are not in conflict with the existing contractual agreement, shall be made a part hereof by reference thereto. Any changes in such rules shall be made at the discretion of the Fire Chief with the approval of the City Manager, provided such changes are posted in accordance with Department policy for not less than ten (10) days prior to the effective date of such changes. A copy of the proposed changes must also be sent to the Association President and Secretary at least ten (10) days prior to the change.

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Article C: AMENDING PROCEDURE

1. Amendments: If either the Association or the City desires to modify or change this Agreement during its term, it shall serve written notice on the other party setting forth the nature of the modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of the proposal. Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon shall become part of the Agreement, effective on the agreed date.
2. Benefits: No presently existing benefit, whether monetary or otherwise, may be reduced below its present level, whether such benefit is the subject of this contract, regular, ordinary, regulation or established custom of the Fire Department; except that any such benefit shall be subject to negotiation and may be eliminated, reduced or increased, as a result of such negotiation.

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Article D. DURATION OF AGREEMENT

This Agreement shall take effect July 1, 2012, and shall continue in force until June 30, 2013, except as otherwise provided herein, or until a successor agreement has been ratified by both parties.

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Article E. RECOGNITION AND APPLICATION

The terms and conditions of the Agreement shall apply to those employees of the classes described below; regardless of membership in the Association.

The City recognizes the Association as the exclusive negotiating agent for purposes of establishing salaries, wages, hours, and other conditions of employment pursuant to NRS 288.150 for all its classified Association employees in the position classes of the bargaining unit of:

Battalion Chief
Fire Marshal

excluding all other firefighting or fire prevention employees.

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Article F. STRIKES AND LOCKOUTS

1. The Association will not promote, sponsor or engage in, against the City, any strike, slow down, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or any other intentional interruption of the City regardless of the reason for so doing, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.
2. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

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Article G. RIGHTS OF MANAGEMENT

The City is entitled, without negotiation or references:

- 1. To direct its employees;
- 2. To hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take disciplinary action against any employee; Formatted: Indent: Left: 0.5", Hanging: 0.5"
- 3. To relieve any employee from duty because of lack of work or for any other legitimate reason; Formatted: Indent: Left: 0.5", Hanging: 0.5"
- 4. To maintain the efficiency of its governmental operation;
- 5. To determine the methods, means and personnel by which its operations are to be conducted; Formatted: Indent: Left: 0.5", Hanging: 0.5"
- 6. To take whatever action may be necessary to carry out its responsibilities in situations of emergency; and Formatted: Indent: Left: 0.5", Hanging: 0.5"
- 7. To have and use any of the additional rights reserved to the City as a local government employer by N.R.S. 288.150. Formatted: Indent: Left: 0.5", Hanging: 0.5"

Article H. NON-DISCRIMINATION

- 1. The City will not interfere with, or discriminate in respect to any term or condition of employment, against any employee because of membership in the Association, or because of any legitimate activity pursuant to this Agreement by the individual employee or the Association on behalf of its members, nor will the City encourage membership in any other employee employment bargaining organization. Formatted: Indent: Left: 0.5", Hanging: 0.5"
- 2. The Association recognizes its responsibilities as the exclusive negotiating agent and agrees to represent all employees in the Association without discrimination, interference, restraint, or coercion. Formatted: Indent: Left: 0.5", Hanging: 0.5"
- 3. The provisions of the Agreement shall be applied equally to all employees in the negotiation unit without discrimination as to the age, sex, marital status, race, color, creed, national origin, disability, or political affiliation. The Association shall share equally with the City the responsibility for applying this provision of the Agreement. Formatted: Indent: Left: 0.5", Hanging: 0.5"

Article I. ASSOCIATION DUES AND SALARY CHECK-OFF PRIVILEGES

- 1. Employees may authorize payroll deductions for the purpose of paying Association dues. Upon the execution of the proper personnel payroll document filed with the Human Resources Director, and coinciding with the commencement of a payroll period. The City agrees to deduct from the wages of an employee on a monthly basis, such sums as the employee may specify for: Association dues, the city's approved group health insurance, United Way and City approved insurance. The City agrees to deduct the City's approved credit union on a bi-weekly basis. Additional deductions may be requested by an employee provided the City has approved such deduction at the request of a majority of the total number of employees covered by this Agreement. Formatted: Indent: Left: 1"
- No authorization shall be allowed for payment of initiation fees, assessments or fines. Each employee shall have the right to terminate such payroll deductions at the end of any payroll period upon his/her timely execution of the proper payroll document filed with the Human Resources Manager. Formatted: Indent: Left: 1"

2. The Association will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Association agrees to refund to the City any amounts paid to them in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

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3. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriated Association dues. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Association dues.

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Article J. ASSOCIATION ACTIVITIES

1. Three members of the Association, subject to the operational needs of the department, shall be granted leave from duty with full pay for all meetings between the City and the Association for the purpose of negotiating the terms of the contract when such meetings and/or hearings are held pursuant to Chapter 288 of NRS. Negotiating leave from duty shall not exceed an aggregate total of one hundred (100) hours per year.

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2. Subject to the operational needs of the department, any three (3) members of the Association's grievance committee shall be granted leave from duty with full pay for all meetings between the City and Association for the purpose of processing grievances when such meetings and/or hearings are held pursuant to this Agreement. Grievance leave from duty shall not exceed an aggregate total of twenty-five (25) hours per year.

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Article K. GRIEVANCE PROCEDURE

1. Purpose: The purpose of the following grievance procedure shall be to settle as quickly as possible disputes concerning the interpretation and application of the Agreement.

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2. Definition of "Working Day": For the purpose of this article, a working day shall be defined as a normal Monday through Friday work day, holidays excluded.

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3. Grievances not filed within the required time frames shall be forfeited. Grievances not responded to by the City within time frames shall be automatically moved to the next step as if the grievance was denied. The City and Association may agree in writing to extend any time requirements of this Article. Procedures:

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(a) STEP 1 - The employee concerned must within ten (10) working days from the day he/she is grieved, take up the grievance with the Fire Chief or designee who shall attempt to resolve the matter at the time. If the grievance is not settled during informal discussions within ten (10) days of its occurrence, and the employee wishes to appeal the matter, within five (5) days he/she will move to Step 2.

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(b) STEP 2 - The employee concerned may, in the presence of a representative of the Association or a representative of his/her choosing, submit a grievance in writing to the Fire Chief or designee. The Fire Chief or designee shall attempt to resolve the grievance at that time and render a written decision within ten (10) working days.

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(c) STEP 3 - If the grievance is not settled at Step 2, the grievance shall be submitted within ten (10) working days to the City Manager or designee. The City Manager (or designee, after examination of all relevant evidence and after consultation with the aggrieved employee or his/her representative, will render a written decision within fifteen (15) working days after receipt of the grievance.

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(d) STEP 4 - If the grievance is not settled at Step 3 the grievance shall be submitted to arbitration within five (5) working days by either of the parties upon written notice to the other party. The arbitration board shall consist of the following: (1) an appointee of the employer, (2) an appointee of the Association, and (3) the above two appointees shall select the third member of the board from a list of five names supplied by the American Arbitration Association. This person shall serve as chairman. In selecting this person, each appointee shall remove one name from the list until only one remains. The remaining name will be the chairman.

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The majority of the arbitration board shall render a decision and, failing to reach a majority, the decision of the chairman shall prevail. The findings of the arbitration board shall be final and binding on all parties concerned

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The cost of any arbitration, or award, shall be at the discretion of the arbitrators. The cost for the services of the chairman shall be shared equally by both parties. Each party shall be responsible for paying its appointee to the board.

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The arbitrator's decision shall be rendered within thirty (30) days after a transcript, if required, is submitted.

Article L. HOURS OF WORK

1. The normal work period of employees covered by this Agreement shall consist of either seven (7) days for forty (40) hour employees, or twelve (12) days for fifty-six (56) hour employees, depending on the particular employee's classification. It is recognized that in order to implement scheduled shift assignments, that personnel may be required to work less than or more than the above enumerated hours. The Fire Chief may temporarily reschedule an employee from a fifty-six (56) hour work week to a forty (40) hour work week. In this event, the forty (40) hour provisions of this Agreement will apply. Accordingly:

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(a) Annual and sick leave balances will be multiplied by 5/7 to convert to a forty (40) hour work week equivalent.

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(b) When returning to a fifty-six (56) hour work week, annual and sick leave balances will be multiplied by 7/5 to convert to a fifty-six (56) hour work week equivalent.

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(c) All such schedule changes shall begin at the start of a pay period and end with the end of a pay period. Such rescheduling shall be no less than one (1) pay period duration, or more than thirteen (13) pay periods in duration.

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(d) Rescheduling will not entitle the employee to receive holiday benefits more than once for any one (1) holiday. All scheduling of work shifts and work weeks shall be directed by the Fire Chief.

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2. Duty hours shall be devoted fully to the performance of assigned duties; periods of absence for personal reason are not creditable toward duty hours and must be charged to annual leave, leave of absence without pay, or, if resulting from a legitimate illness or physical injury, to sick leave.

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3. This Article is intended only as basis for computing overtime and is not intended as a guarantee of work per day or per week.

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4. FLSA Work Period: The work period for purposes of computing FLSA overtime is seven (7) days for forty (40) hour employees and twelve (12) days for fifty-six (56) hour employees.

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5. FLSA Actual Work Hours:

(a) Non-Worked Holiday: For purposes of calculating FLSA overtime, non-worked holiday leave will be considered as "actual time worked".

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(b) Worked Holiday: For purposes of calculating FLSA overtime, worked holiday time will be considered as "actual time worked" and no deduction or adjustment will be assessed.

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(c) Except as provided above, paid but unworked time such as annual leave, leave without pay, and sick leave will not be considered as "actual time worked" for the purposes of calculating FLSA overtime.

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Article M. CONSOLIDATION

The City agrees to negotiate with the Association over the impact and effects of consolidation on represented employees. Nothing in this article will prevent the City from making the decision to consolidate.

Article N. SAVINGS CLAUSE

1. This Agreement is the entire Agreement of the parties, terminating all prior arrangements and practices and concluding all negotiation during the term of this Agreement, except as provided in Article B. The City shall from time to time meet with the Association to discuss its views relative to the administration of this Agreement; the Association may request discussions if it wishes.

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2. Should any provisions of this Agreement be found to be in contravention of any federal or state law, the Sparks City Charter or Rules and Regulations of the Sparks Civil Service Commission, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in force and effect until otherwise canceled or amended.

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Section 2 – PAY

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Article A. PAY RATES

1. Pay Rates: The pay rates set forth in Appendix "A" are gross compensation for full-time service in the several classes. No person in the classified service shall be paid at a rate above the maximum or below the minimum in the range to which his/her position class is assigned.

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For the contract year 2012-2013, base salary rates for all bargaining unit classes shall remain unchanged from those in effect on June 30, 2011.

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2. Pay Periods: Each two-week period shall constitute a pay period. The pay period shall commence on Monday at 0:00 a.m. and end on a Sunday at 12:00 p.m. The dates of payment shall be established by the Director of Finance.

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3. Promotions: Upon promotion to Battalion Chief or Fire Marshal the probationary employee shall receive a five percent (5.0%) base biweekly increase unless the promoted employee served in the position of Acting Battalion Chief for seven hundred twenty (720) hours (fifty six (56) hour employees), or Acting Fire Marshal for four hundred eighty (480) hours, for forty (40) hour employees, at which time said employee shall receive top step pay.

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Employees not promoted to top step immediately, at the completion of not less than six (6) months and not more than one (1) year probationary period, said employee shall receive an increase in salary to top step.

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4. Demotions: When an employee is demoted within a position class or to a lower position class, the pay rate shall be commensurate with his/her new status within the range of the class in which he/she was demoted.

5. Reduction Within a Position Class: The Fire Chief, with the approval of the City Manager, or the City Manager, may reduce an employee within a position class from his/her current salary to any lesser salary within the salary range for that class upon failure of the employee to maintain a standard of work set forth in the position class job description. The employee may again be raised by the Fire Chief, with the approval of the City Manager, to a salary not to exceed that from which he/she was reduced.

6. Permanent and Temporary Transfers: When an employee is transferred to a position in another class allocated to the same salary range, he/she shall receive such salary as recommended by the Fire Chief, as approved by the City Manager, provided that his/her salary will not be reduced. An employee may gain or lose as much as 2.6 hours of annual or sick leave in a year's time as a result of changing his/her accrual rates.

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For example:

(40 hr) 26 pay periods x 4.6 = 119.6 x 7/5 = 167.44
(56 hr) 26 pay periods x 6.5 = 169.0
or
(40 hr) 26 pay periods x 6.5 = 169.0 x 7/5 = 236.60
(56 hr) 26 pay periods x 9.0 = 234.0

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Whenever an employee is permanently or temporarily (31 days to six months) transferred from a fifty-six (56) hour to a forty (40) hour work week, he/she shall be paid at the forty (40) hour rate, except for light duty assignment specified in Section H.(1) of this article.

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7. Reclassification of Position: When a job classification position is reclassified to a higher pay range, the employee in that classification shall be placed in the new pay range at a salary not less than his/her current salary.

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8. Full-Time Service: For the purpose of determining eligibility for salary advancements and accrual benefits, the term "full-time service" shall mean the number of days actually worked on a job, including absences with pay. Military leave exceeding fifteen (15) days duration and leave of absence without pay shall not be credited as full-time service.

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9. Light Duty Pay: When an employee is assigned to light duty because of a temporary physical disability or condition, he/she shall be paid at the rate of his/her normal duty assignment without regard to the temporary duty schedule. A temporary duty assignment shall not exceed six months.

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10. Division Chief Special Assignment: Upon assignment by the Fire Chief to the duty responsibility of Division Chief, Battalion Chiefs or the Fire Marshal shall be entitled to special assignment pay in the amount of ten percent (10%) of base salary for a 80 hour employee biweekly for the period of the assignment.

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Article B. PAY INCREASES

All Employees shall be paid according to this Agreement effective July 1, 2012, through June 30, 2013.

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Article C. OVERTIME

1. Contractual Overtime: All hours of work officially ordered and approved in excess of an employee's basic period are overtime. All non-emergency overtime shall be pre-approved by the Chief or designee. Overtime pay shall be paid on a time and one-half basis of the employee's basic rate of pay.

2. FLSA Overtime: FLSA overtime is computed and paid at time and one-half the employee's regular hourly rate for all hours actually worked in excess of 40 hours during the seven (7) day work period for 40 hour employees and for all hours worked in excess of ninety-one (91) hours during the twelve (12) day work period for 56 hour employee. Employees are not entitled to both contractual and FLSA overtime for the same hours worked.

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- (a) Extension of the Work Day: If an employee is called to work following their regularly scheduled shift, with no break in service or with more than twelve (12) hours notice after a break in service, such additional work shall be regarded as an extension of the work day. Such extension of the work day shall be paid as overtime pay for the actual duration of the extension.

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- (b) Callback Overtime – Two (2) Hour Minimum: An employee who is called back in situations not covered by paragraph 2, for any overtime work required of an employee on a day when no work was scheduled for the employee or for which the employee is required to return to the place of employment, shall be considered to be at least two (2) hours in duration.

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- (c) Emergency Callback Overtime: For purposes of this contract, emergency callback overtime shall be defined as overtime required due to an emergency incident alarm, including, but not limited to, working incidents, natural or manmade disasters, and civil disorders where less than twelve (12) hours notice of the call back has been provided to the employee. Emergency callback overtime shall not be counted against the time list for non-emergency overtime. Subject to the regulations of the Nevada Public Retirement System (PERS), emergency callback overtime shall be reported to PERS as compensable overtime for retirement purposes.

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- (d) Non-emergency Callback Overtime: For the purposes of this contract, non-emergency callback overtime shall be prearranged, with at least twelve (12) hours notice given or an extension of the regularly scheduled day in order to maintain required staffing or for situations not covered under D. of this Article. All non-emergency overtime shall be distributed and rotated equally among employees by seniority in rank, for the position to be filled, to the extent possible.

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- (e) Guideline for filling Battalion Chief position: If overtime is required for a Battalion Chief position, the following guideline will be used: 1) If the shift is below minimum staffing, a Battalion Chief will have the first right of acceptance or

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refusal of the overtime required; 2) if the shift is above minimum staffing, an Acting Battalion Chief will be appointed in accordance with SOP 1.4, Acting Positions.

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(f) Overtime Meals: An employee working at least four hours of emergency callback shall be either reimbursed for a meal (up to \$7.50) or have a meal provided by the city.

Deleted: (d) Emergency Callback Overtime: For purposes of this contract, emergency callback overtime shall be defined as overtime required due to an emergency incident alarm, including, but not limited to, working incidents, natural or manmade disasters, and civil disorders where less than twelve (12) hours notice of the call back has been provided to the employee. Emergency callback overtime shall not be counted against the time list for non-emergency overtime. Subject to the regulations of the Nevada Public Retirement System (PERS), emergency callback overtime shall be reported to PERS as compensable overtime for retirement purposes.¶

(g) Special Event Overtime: Overtime will be paid to off-duty employees who agree to work at non-traditional fire suppression or prevention activities, such as Victorian Square events. Employees who are interested in working special event overtime shall place their names on a sign-up list posted not less than seven (7) calendar days in advance of the event. If more employees sign up for the event than are needed, first preference for time and date to be worked will be given to individuals as they appear on the department special event overtime list. Overtime work by employees at special events shall be approved in advance by the Fire Chief, or designee, and shall be subject to the operational needs of the department.

Deleted: (e) Non-emergency Callback Overtime: For the purposes of this contract, non-emergency callback overtime shall be prearranged, with at least twelve (12) hours notice given or an extension of the regularly scheduled day in order to maintain required staffing or for situations not covered under D. of this Article. All non-emergency overtime shall be distributed and rotated equally among employees by seniority in rank, for the position to be filled, to the extent possible.¶

In certain circumstances, such as testing validation, the same individual may be needed to work the special event/assignment on consecutive days. When this situation occurs, the Fire Chief, designee, will notify the Association's President, or designee, before posting the sign up list. The sign up list will indicate that the same individual(s) will be needed for the duration of the event. If a member is scheduled for his/her regular shift assignment during the event, another member may be selected from the event sign up list to cover the member's regularly scheduled shift subject to the needs of the department.

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Article D. EDUCATIONAL INCENTIVE PAY

An employee earning an Executive Fire Officer Certificate from the National Fire Academy shall receive four percent (4.0%) of base biweekly pay as an educational incentive.

An employee earning a Bachelor's Degree in fire science, public or business administration, management, industrial or civil engineering, political science, or as approved by the Fire Chief and Human Resources Manager from an "accredited" institution shall receive six percent (6.0%) of base biweekly pay as an educational incentive.

An employee earning a Master's Degree in fire science, public or business administration, management, industrial or civil engineering, political science, or as approved by the Fire Chief and Human Resources Manager from an "accredited" institution shall receive eight percent (8.0%) of base biweekly pay as an educational incentive.

An employee who is entitled to more than one of the above education incentive pays shall receive the highest payment and no combination thereof. Also, it shall be the responsibility of the individual to furnish a certified transcript to the Human Resources Manager before payment will be made.

Article E. ACTING TEMPORARY PAY

1. Any classified employee may be temporarily assigned to serve in an acting capacity in a position allocated to a higher pay range than that in which he/she is employed. The "Acting Temporary" employee shall receive compensation five percent (5%) greater than his/her regular compensation. Upon termination of the temporary assignment, the employee shall return to his/her original compensation.

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2. An employee serving as acting temporary Fire Chief while the Fire Chief is on extended leave of absence or while the City is attempting to fill a vacancy in the Chief's position shall receive compensation 10% greater than the employee's regular compensation but not more than the top of the Chief's salary range. Upon termination of the temporary assignment, the employee shall return to his/her prior compensation.

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3. When a Battalion Chief on special assignment as a Division Chief is acting temporary Fire Chief in the Fire Chief's absence, such Battalion Chief shall receive five percent (5%) greater than his/her regular compensation. When a Battalion Chief that is not on special assignment as a Division Chief is acting temporary Fire Chief in the Fire Chief's absence, such Battalion Chief will receive twenty percent (20%) greater than his/her compensation.

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Article F. STAND BY DUTY

1. Definition: A period of non-duty hours when an employee is assigned to be available to respond to their duty station without delay. The Fire Chief or designee may assign stand-by duty at his/her discretion.

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2. Requirements: An employee assigned to stand-by duty must, to accrue stand-by pay, adhere to the following:

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(a) Carry a department pager or provide a telephone number where they can be contacted.

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(b) Report for duty at their assigned station within one (1) hour after being paged or called. The one (1) hour requirement may be waived if the roadway system has been compromised by the emergency.

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~~3.~~ Pay Benefits: Those employees who have been assigned by the Fire Chief or designee to stand-by duty shall be entitled to stand-by pay at the rate of one-quarter (1/4) of their base hourly rate for each one (1) hour period of stand-by duty.

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When an employee is called back to work while on stand-by duty, stand-by pay shall stop and the employee shall be paid at their time and one-half (1 1/2) hourly rate from the time of the page or call. The provisions of Section 2, Article C, shall apply. When an employee is no longer required to be on duty, he/she may be placed back on stand-by duty status or released to off-duty status.

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Article G. EMPLOYEE LONGEVITY

1. Eligibility: All employees who have completed five (5) years of service with the City, with each year being computed to the ~~16th~~ day of November, shall be entitled to longevity pay in addition to regular pay and benefits.

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2. Amount of Longevity Pay: The annual longevity pay shall be at the rate of one half percent (0.5%) of base salary multiplied by the number of years of service with the City up to a maximum of ten percent (10%) or \$5,000.00, whichever is the lesser amount. All employees hired after December 20, 1993, may earn longevity pay in accordance with the above requirement up to a maximum of \$2,500.00 per year. The calculation is as follows:

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$$\text{Base salary} \times \frac{\text{Number of months employed}}{12} \times 0.5\%$$

3. Computation and Payment of Longevity Pay: The longevity pay shall be computed from the longevity date through November ~~16th~~ of the year being paid. For purposes of

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computation, a longevity date prior to the 16th day of the month shall cause that month to be counted as a month of employment.

Longevity pay for all eligible employees shall be paid ~~no later than the Wednesday prior to Thanksgiving.~~

4. Creditable Service for Longevity Computation: All periods of permanent fulltime employment with the City shall be considered as creditable service for the purpose of computing longevity eligibility service.

This will be interpreted to include all previous permanent City employment; provided the employee's service was terminated under honorable conditions and that no more than (5) years lapsed between any period of termination and reentering City employment.

Any period in which an employee was, while employed by the City, called into the active military service of the United States Armed Forces, INVOLUNTARILY, will be considered as creditable service for computation of longevity pay.

5. Non-Creditable Service for Longevity Computation

- (a) Any periods that an employee is on authorized leave of absence will be deducted from the creditable service time for longevity pay.
- (b) Service while in the Auxiliary Police Force or as Auxiliary Firefighter of the City.
- (c) Period or periods of service in the active military services of the United States Armed Forces in which the employee ENLISTED VOLUNTARILY for active service, other than periods of war time or national emergency.
- (d) Payment of Longevity Pay Upon Termination: An eligible employee shall be paid his/her longevity pay upon termination of employment with the City, provided he/she leaves under honorable conditions. Upon death of an employee, the longevity pay shall be paid to his/her beneficiary or estate. Payment will be made for each complete month of employment by dividing the total number of months employed since the preceding November 30 by 12 times 0.5%.

Article H. CLOTHING ALLOWANCE

- 1. Uniform Allowance: Employees who are required to maintain uniforms shall be paid a uniform allowance for the proper maintenance of uniform.
 - (a) This allowance shall be twenty dollars and no cents (\$20.00) per week, computed from Monday at 0:00 a.m. through Sunday 12:00 p.m.
 - (b) All uniform allowance shall be payable with the employee's regular pay for the pay period which includes the last day of a fiscal quarter. This payment shall include the uniform allowance for the last full week (Monday through Sunday) of the fiscal quarter. There shall be no prorating of uniform allowance. Uniform allowance shall not be paid to employees who are on Leave ~~without~~ Pay Status, commencing with the first full pay period of absence.
 - (c) Protective Clothing and Equipment: The City agrees to supply protective clothing and protective equipment for all employees covered by this contract at the earliest possible date that funds are available. The City further agrees to replace protective clothing and protective equipment when they become worn, damaged, obsolete or no longer meet minimum safety standards.

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- (d) Watches and Eyeglasses: The City agrees to reimburse employees for watches and eyeglasses that are damaged, lost or destroyed on the fire ground or while performing job-related duties to a maximum of one hundred dollars (\$100.00) for each incident, as approved by the Fire Chief.

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Article I. PAYMENT UPON DEATH OF AN EMPLOYEE

Upon the death of an employee, the City Manager shall instruct the Director of Finance concerning the disposition of all compensation due and payable to his/her beneficiary or estate. Human Resources shall maintain a current record of designated beneficiaries for all members of this association. These shall be kept in each individual's personnel files.

Section 3 – BENEFITS

Article A. GROUP HEALTH AND LIFE INSURANCE

- 1. Eligibility: All employees, other than those on temporary status, are eligible for group health and life insurance, and may, after initial employment, following a thirty (30) day waiting period from the first day of the month following employment, enroll in the City's group health and life insurance plan; provided, however, such employee is not excluded from enrollment by conditions of the insurance contract.
- 2. City-Employee Share of Premium:
 - (a) The City shall pay one hundred percent (100%) of the employee's premium for the group health plan premiums (health, vision, dental, and life). The City will pay seventy-five percent (75)% of the employee's eligible dependent's group health plan premiums (health, vision, dental and life), and employees will pay twenty-five percent (25%) of their eligible dependent's group health plan premiums (health, vision, dental and life) via automatic payroll deduction.
 - (b) The City shall maintain an equal or better standard of group health insurance coverage unless change is mutually agreeable or agreed to as provided in paragraph 3 of this article.
 - (c) An employee on leave without pay who exceeds the limits set by the Family Medical Leave Act (FMLA) may continue the group health insurance coverage by prepaying the entire one hundred (100%) premium amount to the Director of Finance.

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3. Group Health Plan Committee

The purpose of this Committee is to discuss cost containment measures and to recommend to the City Council any benefit changes to the City's self-insured medical, dental, vision and life plans.

The Committee shall be comprised of five members; one from each of the following groups:

- 1. Operating Engineers
- 2. All Police Unions
- 3. International Association of Firefighters
- 4. Confidential
- 5. All Management Groups/Appointed/Fire Dept. Classified Chief Officers

Each group will name a representative and an alternate.

In addition, one retired employee will serve as a non-voting member to provide input on the effect of changes upon retirees.

The Committee Chairperson and Vice-Chairperson will be appointed by the City Manager and will not have a vote on the Committee.

The representative of each recognized bargaining unit shall have authority to bind said bargaining unit to any modification in benefits recommended to the City Council subject to ratification by at least two of the bargaining units (Sparks Police Protective Association, Operating Engineers Local 3 and the International Association of Firefighters). Any modification in benefits agreed to by the City Council on recommendation of the Committee shall be binding upon each recognized bargaining unit. A copy of all Committee Meeting minutes will be sent to the Association Secretary on a timely basis.

The city will increase the employees' salary and wage schedule in one-half (1/2) percentage increments up to a maximum of three and one-half (3 1/2) percent in exchange for permanent health care reductions, which promote personal and plan accountability or reduction in spending in the overall Group Health Plan implemented no later than January 1, 2014. IAFF Local 1265 bargaining unit members will receive their prorated share of the savings which will be converted to salary including salary driven benefits.

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Pay increase will be based on City Council approval of Group Health Plan Committee change recommendations. The dollar savings from the Group Health Plan to be converted to salary and wages will be determined based on projections developed by the Group Health Plan Committee's consultant.

Article B. RETIREE MEDICAL BENEFIT

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Any employee with a minimum of 20 years of service with the City who retires and qualifies for retirement benefits under Nevada Public Employees Retirement System (PERS) will be entitled to the following benefit:

1. The City will pay 60% of the health insurance premiums (health, vision, dental and life) under the City's Group Health Insurance Plan for the retired employee and employee's spouse at the time of retirement so long as the spouse is married to the retiree. However, this benefit cannot be combined with any employer subsidy required under Nevada law.

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2. When the retired employee reaches the eligibility age for Medicare benefits, the City agrees to pay 50% of the health insurance premiums (health, vision, dental and life) only for the retired employee. The retired employees' benefit will continue until the retired employee's death.

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3. Spousal survivor benefits: In the event of the retiree's death, the covered spouse's benefit shall continue until the spouse's death, remarriage or the date the retiree would have reached the age of Medicare eligibility, whichever occurs first.

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4. Sick leave conversion benefits pursuant to Section 4 Article C (11) may be applied toward the remaining portion of the monthly health insurance premium so long as there is a balance of accumulated sick leave conversion funds.

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Any employee who retires under the Nevada Public Retirement System (PERS) may continue group health insurance for that portion not covered under Paragraph 4 by paying in advance the monthly premium amount calculated for employee/dependent(s) to the Director of Finance.

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Article C. RETIREMENT

- 1. Except as provided in Paragraph 2 below, the retirement rights of the employees are as provided by the statutes of the State of Nevada.
- 2. The City will pay 100% of the employee's retirement contribution to the Retirement System.

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Article D. TUITION REIMBURSEMENT

Upon written advance approval by the Fire Chief and Human Resources Manager, the City shall pay one hundred percent (100%) of tuition, lab fees, required textbooks, and ancillary written course materials, not to exceed one thousand dollars (\$1,000.00) per fiscal year for "accredited" courses as determined by the Fire Chief and/or Human Resources. Accredited is currently defined as those courses approved by the U.S. Secretary of Education or other similar associations offering higher education courses approved by the Fire Chief and/or Human Resources. Tuition reimbursement is intended to pay for required and elective courses in a degree or certificate program in which the employee is enrolled in fire science, public or business administration, management, industrial or civil engineering, or political science. Tuition reimbursement is also available for advanced training in a fire science program with advance written approval by the Fire Chief and Human Resources Manager. Payment will be made only upon receipt of proof of course completion with a final grade of "C" or higher. Where a course is graded "satisfactory" or "unsatisfactory", only the "satisfactory" grade will be accepted. Where a course is not graded, payment will be made upon receipt of a Certificate of Completion.

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The Fire Chief, or his designee, may approve the use of tuition reimbursement for education classes or conferences that do not satisfy a degree or certificate program. The approval of these classes by the Fire Chief, or designee, will be determined to satisfy the training and operational needs of the city for which the employee is being allowed to attend outside of the normal city training program(s) process

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Article E. PHYSICAL EXAMINATION

All Association employees covered under this Agreement shall be required to have a complete medical examination conducted each calendar year. Every attempt will be made to schedule this examination during work hours. If the needs of the department make it impossible for the employee to schedule the examination during work hours, the employee will be entitled to schedule up to three hours of paid overtime during off-duty hours to complete the examination.

The medical examination shall be accomplished by a duly licensed medical doctor who shall be required to report the findings of the physical examination to Risk Management.

It will be the prerogative of the City Manager to designate the physician who is to perform the physical examination.

The physical examination shall consist of all those essential elements to determine the physical fitness of the employee and shall meet minimum requirements of state law.

Employees required to have examinations shall have their physical examination accomplished during the month of their individual birth date of each calendar year.

Section 4 – LEAVE BENEFITS

Article A. HOLIDAYS AND HOLIDAY PAY

1. The following holidays will be observed:

New Year's Day	January 1
M.L. King Jr.'s Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Nevada Day	Last Friday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Family Day	Friday following Thanksgiving Day
Christmas Day	December 25

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or any other day that might be declared a holiday by the Mayor of the City of Sparks, or by the Governor of the State of Nevada, or by the President of the United States. Temporary employees are ineligible for holiday benefits.

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2. All 56-hour work week, 24-hour shift employees shall receive 12.0 hours of holiday pay for holidays specified in Section A of this article.

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3. Where one of the above holidays occurs when an employee is scheduled to work a 40-hour week (8-hour shifts), 8 hours of the covered employee's scheduled work shift shall be observed as his/her holiday. Where one of the above holidays falls on an employee's first scheduled day off, the preceding day shall be observed as his/her holiday and where one of the above holidays falls on his/her second or succeeding scheduled day off, the succeeding work day shall be observed as his/her holiday.

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4. An employee who is scheduled to work one of the above holidays and is an employee scheduled to work a 40-hour week, shall receive two (2) times base pay for the holiday hours worked.

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5. Holiday Compensatory Time

(a) Election for Holiday Compensatory Time. Battalion Chiefs who have satisfactorily completed their entry-level probationary period may elect to receive holiday compensatory time in lieu of holiday pay, as provided in paragraph 2 (above). The election of comp time will be made by the employee in writing prior to January 1 and July 1 of any fiscal year, and such election shall remain in force and effect until changed at a subsequent election. Holiday compensatory time will be earned at the rate of 12 hours per holiday after the holiday is worked, accounted for on the employee's time card under "comp earned" and be subject to a maximum of 288 hours, after which all accrued hours will be paid in accordance with paragraph f (below).

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(b) Scheduling Holiday Compensatory Time. A requesting employee who has earned and accrued holiday compensatory time off may request holiday compensatory time off by first obtaining a written agreement for a qualified relief employee(s) of equal (non-acting) rank to work the holiday compensatory time off in accordance with all the requirements of this Article. Holiday compensatory time off will be used in minimum increments of 12 hours, and there will only be one relief employee per 24-hour relief shift. (This does not necessarily limit the number of individuals relieved during a shift.)

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Use of accrued holiday compensatory time off is subject to the approval of the agreement by the requesting and relief employee's immediate supervisor(s) at least 24 hours prior to the affected shift. Except for the 24-hour notice requirement, holiday comp time off is governed by the current Sparks Fire Department Rules and Regulations "Shift Trading." Approval for such time off shall not be unreasonably withheld. A copy of the agreement will be provided to the Fire Chief, or designee, and accompany the regular pay records for the affected period.

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(c) Deduction of Holiday Compensatory Time. For each shift off, any employee approved to use holiday compensatory time will have accrued hours deleted from the employee's accrued holiday pay/holiday compensatory time in 24-hour increments and will receive no pay or other prorated monetary benefits for such holiday compensatory time, except as provided below for payment for unused holiday compensatory time. The accounting of the deletion of the 24 hours of accrued compensatory time per shift of the requesting employee will be the sole basis for payment of the relief employee at no additional cost impact to the City. The exception to the 24-hour increment is emergency callback, which will be treated in the same manner as shift trades.

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(d) Compensation for Relief Employee. The requesting employee's banked hours will be transferred to the relief employee's banked hours. Payment for unused or banked hours may be made at the time of the election, in accordance with section (j), or quarterly in the second pay period of July, October, January and/or March upon the written request of the employee. Hours worked by the relief employee(s) pursuant to this Article will not be a basis for overtime pursuant to Section 2 Article C unless the requesting employee is called back to work. The failure of any relief employee to work a shift(s), without an approved illness, injury or emergency approved in writing by the relief employee's immediate supervisor, will result in the relief employee forfeiting 12 hours of holiday pay/ holiday compensatory time for each missed shift.

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(e) Effect on FLSA. Hours worked pursuant to this Article shall not increase/decrease the requesting/relief employees' entitlement to FLSA overtime.

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(f) Payment for Unused Holiday Compensatory Time. If the employee elects in some future fiscal year to receive holiday pay in lieu of holiday compensatory time, the employee will be paid for any accrued holiday compensatory time in the first pay period following said election at the employee's current regular hourly rate. Prior to transfer to a forty (40) hour assignment or transfer into a bargaining unit which does not provide for holiday compensatory time in the same manner as this agreement, the employee will be compensated for all accrued holiday compensatory time off at the employee's current regular hourly rate. A fifty six (56) hour work week employee who is on a temporary shift change to a forty (40) hour work week who requests payment for any unused holiday compensatory time shall be paid at his/her fifty six (56) hour hourly rate.

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When transferred within this bargaining unit all HCT hours banked shall be converted to retain the same monetary value at the employee's new pay rate.

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Article B. ANNUAL

1. Eligibility: For the purpose of determining eligibility for annual leave allowance, the term "continuous service" shall be that service commencing with promotion to a position with the City and continuing until resignation or discharge.

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For the purpose of determining annual leave earned, the term "actual service" shall mean the number of days actually worked on the job; provided, however, that absence from work due to sick leave with pay, vacation with pay, injury or illness incurred in the City's service and absence on temporary military duty shall be deemed "actual service."

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2. An employee is not entitled to take annual leave until he/she has completed six (6) months employment with the City.

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3. A regular, full-time employee hired by the City of Sparks will be granted vacation benefits as follows:

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<u>Years of Continuous Service</u>	<u>40 Hour Week Vacation Earning Rates Bi-Weekly Pay Period</u>	<u>56 Hour Week Vacation Earning Rates Bi-Weekly Pay Period</u>
Less than 5 years	4.6 hours	6.5 hours
5 years or more	6.5 hours	9.0 hours
15 years or more	7.1 hours	10.0 hours
20 years or more	7.9 hours	11.0 hours
Maximum accumulated	320 hours	390 hours

The vacation accrual maximum of 320 and 390 hours may be waived with written approval of the Fire Chief and City Manager. Vacation credits shall accrue for each pay period on a pro-rated basis.

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4. An employee shall be paid at his/her regular hourly rate for each hour of vacation time taken.

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5. Choice of vacation dates shall be granted whenever practical, but the operating requirements of the City, as determined by the Fire Chief, shall prevail. Where more employees than can be released for vacation request a particular period, preference will be in order of seniority in grade, provided the remaining employees are qualified to do the work.

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6. Splitting Vacations: An employee shall be allowed to take his/her vacation in two (2) or more segments annually, provided that in the case of fifty-six (56) hour employees, all segments must be a minimum of two (2) shifts, and in the case of forty (40) hour employees, at least one segment is a minimum of five (5) working days.

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7. Loss of Vacation: It is hereby declared to be the policy of the City that employees be required to take their normal vacations each year, normal being 144 hours for 56 hour employees with less than five years, 216 hours for 56 hour employees after five years, 80 hours for employees with less than five years, and 160 hours for 40 hour over five years; provided, however, that for reasons deemed sufficient by the Fire Chief, an employee may, with the consent of the Fire Chief and the City Manager, take less than the normal vacation one year with a correspondingly longer vacation for the following year.

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8. Resignation and/or Retirement: A person about to resign or retire under the provisions of the State Retirement Act or who is to be laid off without fault on his/her part, and who has earned a vacation, may be granted a vacation for the time so earned not to exceed the maximum for his/her classification. Such vacation must be taken prior to the effective date of any such resignation, retirement or lay-off; or, in lieu of such vacation, an employee shall be granted a lump sum payment for vacation time accrued to his/her credit. Prior to termination of employment the employee will be compensated for all accrued holiday compensatory time off.

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9. Death of Employee: Upon the death of a person presently on the employment records of this City, a lump sum payment for the accumulated vacation time accrued to his/her credit will be made to his/her beneficiary or estate.

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10. Advancing Vacation Time: Under unusual circumstances, advance vacation time may be authorized. Requests for advanced vacation time will require the Fire Chief's approval and full justification. Each request for advanced vacation will be handled as a separate individual case and considered on its own merits. The City Manager will be the final approving authority on such requests.

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11. Minimum Vacation Time to be Taken: The minimum vacation which may be taken at one time by an employee shall be one (1) hour. Fractions of hours of leave shall be considered as the next largest whole hour.

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Article C. SICK LEAVE

1. Eligibility for the purpose of determining eligibility for sick leave allowance, the term "continuous service" shall be that service commencing with appointment to a position within the City and continuing until resignation or discharge.

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For the purpose of determining sick leave earned, the term "actual service" shall mean the number of days actually worked on the job; provided, however, that absence from work due to sick leave with pay, vacation with pay, injury or illness incurred in the city service and absence on temporary military duty shall be deemed actual service.

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2. Qualifying Period: An employee is not entitled to take sick leave until he/she has completed six (6) months employment with the City unless the employee has an infectious or contagious disease that may endanger the health of the other employees. Certificates of illness may be required by the Fire Chief when there is (1) absence in excess of three (3) days, or (2) whenever there is reason to believe that sick leave is being abused.

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3. Accrual of Sick Leave:

(a) 40-Hour Work Week: Employees working on a permanent or probationary basis in classes which have a 40-hour basic work week shall earn sick leave credit at the rate of five (5) hours per bi-weekly pay period or major fraction thereof, computed on the basis of calendar days of actual service.

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(b) 56-Hour Work Week: Employees working on a permanent or probationary basis in classes which have a 56-hour basic work week shall earn sick leave credit at the rate of seven (7) hours per bi-weekly pay period or major fraction thereof, computed on the basis of calendar days of actual service.

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(c) Unrestricted Maximum: Employees shall accumulate sick leave without limitation (unlimited). Accrual of sick leave shall cease after any period of continuous sick leave having a duration of six (6) calendar months.

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4. Authorized Use of Sick Leave: Sick leave, with pay, can be granted upon the approval of the Fire Chief in the case of a bona fide illness or injury of an employee or illness, injury or death of any relative within the third degree of consanguinity or affinity to wit spouse, parent, child, sibling, grandparent, or grandchild, or for the purpose of maternity leave as limited in Section I of this article. Use of sick leave for the illness, injury or death of any said relatives during any calendar year shall not exceed three (3) days per any such illness, injury or death or an aggregate total of nine (9) such days during any calendar year.

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5. Certificate of Illness: Evidence in the form of a physician's certificate or certificate of illness executed by the employee and the Fire Chief and upon the form approved by the City Manager shall be furnished as proof of adequacy of the reason for the employee's absence during the time when sick leave was requested. Certificates may be required by the Fire Chief when there is (1) absence in excess of three (3) days, or (2) whenever there is reason to believe that the sick leave is being abused. Formatted: Indent: Left: 0.5", Hanging: 0.5"
6. Forfeiture of Sick Leave: No employee shall be entitled to sick leave while absent from duty on account of any of the following: Formatted: Indent: Left: 0.5", Hanging: 0.5"
- (a) Disability arising from any sickness or injury purposely self-inflicted or caused by any of his/her willful misconduct. Formatted: Indent: Left: 1", Hanging: 0.5"
 - (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. Formatted: Indent: Left: 1", Hanging: 0.5"
 - (c) Sickness or disability sustained while on Leave Without Pay.
 - (d) Fraudulent Claim: Any person claiming sick leave, with pay, and the Fire Chief approving the same where it is shown that such claim was made or approved by such claimant or the Fire Chief knowing that such claimant was not in fact sick or otherwise entitled thereto, shall forfeit all accumulated sick leave and shall not be allowed to receive or accumulate sick leave for a period of thirteen (13) pay periods thereafter. It shall be the duty of the City Manager to enforce this provision. Formatted: Indent: Left: 1", Hanging: 0.5"
7. Advancing Sick Leave: Upon application of an employee and approval and justification by the Fire Chief, an employee may be advanced sick leave. Advanced sick leave will not exceed sixty (60) days and will be subject to the following: Formatted: Indent: Left: 0.5", Hanging: 0.5"
- (a) Request for advancement of sick leave will be supported by a medical certificate.
 - (b) All available accumulated sick leave will be exhausted before advancement.
 - (c) All available accumulated vacation leave will be exhausted before advancement.
 - (d) There is reasonable assurance that the employee will return to duty to earn and repay the advance credits. The City Manager will be the final approving authority on such requests. Formatted: Indent: Left: 1", Hanging: 0.5"
8. Recovery for Damages: If benefits are payable under this section, the use of any injury is approximate consequence of the wrongful conduct or another, and the employee recovers damages for the time lost, he/she shall not receive sick pay under this section for the same time; or having received the same prior to the recovery of damage, he/she shall repay the City for any amount paid therefore under this section. Formatted: Indent: Left: 0.5", Hanging: 0.5"
9. Sick Leave for Maternity Benefits: Accumulation of sick leave accruing to an employee's credit may be used for the purpose of maternity leave (not to exceed six (6) months). Formatted: Indent: Left: 0.5", Hanging: 0.5"
10. Minimum Sick Leave to be Taken: The minimum sick leave time which may be taken at any one time by any employee shall be one (1) hour. Fractions of hours of sick leave shall be considered as the next largest whole hour. Formatted: Indent: Left: 0.5", Hanging: 0.5"
11. Sick Leave Conversion:

(a) Eligibility: Employees who elect to have sick leave payoff in cash in accordance with this agreement are not entitled to elect conversion of accumulated sick leave to an insurance benefit. Employees electing sick leave conversion to an insurance benefit are not entitled to sick leave payoff in cash.

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(b) Conversion of Accumulated Sick Leave:

Employees retiring and qualifying for retirement under Nevada PERS with between twenty (20) and twenty-five (25) years of total service with the City of Sparks may elect to convert the following percentages of the employee's accumulated sick leave balance to an unfunded city account for the purpose of paying for medical coverage under the City's then-existing group medical insurance plan or the PEBP or other subsidy on a monthly basis.

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<u>Years of Continuous Service</u>	<u>Conversion Percentage</u>
20 years or more	75%
21 years or more	80%
22 years or more	85%
23 years or more	90%
24 years or more	95%
25 years or more	100%

The account would be assigned a present value as of the date of retirement equal to the number of hours of accumulated sick leave multiplied by the employee's base hourly rate at the time of retirement. The city will account for a retiree's accumulated sick leave and debit said account on a dollar-for-dollar basis. The City will pay the retiree's medical coverage so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.

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When a retired employee becomes eligible for Medicare coverage or other federal programs, the retiree will receive Medicare supplemental coverage so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.

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A surviving spouse will continue to receive medical coverage under this benefit so long as there is a balance of accumulated sick leave adequate to cover the monthly premium.

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This benefit is nontransferable and does not survive the retiree except as to a surviving spouse as described above.

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The fund to which the accumulated sick leave is credited does not accrue interest and does not have cash value. The City pays for the retiree's medical coverage by debiting the monthly cost of such coverage out of the appropriate City fund.

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12. Payment for Accumulated Sick Leave: The City shall pay upon non-job related death of an employee or employee who has had ten (10) years of service with the City, payment equal to ten percent (10%) of his/her total accumulated sick leave and an employee who has had twenty (20) years of service with the City, payment equal to fifteen percent (15%) of his/her total accumulated Sick Leave earned with the City. In the event of a job-related death or total permanent disability as determined under Workers Compensation, the City shall pay 100% of the accumulated sick leave to his/her beneficiary or estate.

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The payment shall be computed at the employee's hourly rate of compensation at retirement or death.

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Retirement shall mean retirement from the State of Nevada Public Employees Retirement System. It shall also be understood that the employee retiring shall be paid, unless terminated for "cause."

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Article D. CATASTROPHIC LEAVE

Employees shall be allowed to voluntarily transfer up to a maximum of ninety-six (96) hours of their accumulated sick leave during any calendar year to another member of either IAFF Local 1265 or the Sparks Fire Department Classified Chief Officers unit who has no accumulated sick hours, but who is otherwise eligible to take paid sick leave. The employee to whom sick time is donated must have exhausted all paid time prior to receiving donated time.

1. The maximum amount of accumulated sick leave transferred to any employee under the terms of this article shall be nine hundred sixty (960) hours per calendar year for forty (40) hour employees or one thousand four hundred forty (1,440) hours for fifty-six (56) hour employees.
2. Once sick leave has been donated and transferred, it cannot be refunded to the donor making the transfer. If the employee receiving the donation does not utilize all time donated, they will retain any remaining balance. This does not preclude any future catastrophic leave transfers between members.
3. There is no maximum on the number of individuals to which ninety six (96) hour donations may be made in a year (i.e. one employee may donate to several employees in a year).

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Article E. NON-USE OF SICK LEAVE AWARD

If a 40-hour employee does not use any accrued sick leave during the fiscal year, July 1 to June 30, the employee shall receive 24 hours annual leave; if the employee does not use more than 8 hours sick leave, the employee shall receive 16 hours annual leave; if the employee does not use more than 24 hours sick leave, the employee shall receive 8 hours annual leave. ~~Fifty six (56-hour) employees shall have 24 hours of annual leave credited to their accrued annual leave if they use 8 hours or less of sick leave during the fiscal year.~~

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Article F. SERVICE CONNECTED DISABILITY LEAVE

1. If an employee is absent due to a service connected injury, she/he shall receive current, full, regular pay of sixty (60) calendar days in a twelve (12) month period, without being charged any sick and/or annual leave. After sixty (60) calendar days, the employee shall, by notifying Risk Management, elect one of the following options:

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Option 1. The employee shall accept as full compensation the amount received pursuant to NRS Chapter 616.

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Option 2. The employee shall accept current, full, regular pay and benefits from the City. The employee shall be charged sick leave until her/his sick leave balance is zero hours, then the employee shall be charged annual leave until her/his annual leave balance is zero hours. Upon depletion of the sick leave and annual leave hours to a zero balance, the employee shall be compensated by Option 1. The employee cannot change from her/his original elected Option.

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2. The following procedures shall be adhered to when an employee is compensated by the City, within the maximum of sixty (60) calendar days in a twelvemonth period and/or an employee is compensated under Option 2.

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(a) All workers compensation checks shall be promptly endorsed by the employee and submitted to Risk Management.

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(b) After the sixty (60) calendar days in a twelve (12) month period, if an employee elects option 2, the difference between any worker's compensation received by the employee and the employee's salary at the time of the injury shall be charged first from the employee's accrued sick leave and then from the employee's accrued annual leave until there is a zero balance or until the employee returns to work. Example: If an employee's salary is \$999/month at the time of the injury and worker's compensation pays \$666/month, the employee's sick then annual leave will be charged in the amount of \$333/month, calculated using the employee's regular hourly rate X hours of sick/ annual leave. If the employee reaches a zero balance before returning to work, the employee shall only be compensated by option 1.

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In no event shall an employee be allowed to receive her/his worker's compensation as well as compensation from the City.

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Article G. COURT LEAVE

An employee appearing in any court or before the Grand Jury as a party to an action arising out of his City employment, or as a witness to either a civil or criminal case for the purpose of giving testimony as to facts or knowledge that he/she has received during the course of his/her City employment, shall receive full compensation as though he/she were actually on the job during such time. An employee appearing as a juror in any court or on the Grand Jury shall receive full compensation for the normal work shift such public service obligated him/her to miss. The employee shall claim jury, witness or other fees to which he/she may be entitled by reason of such appearance and forthwith pay the same over to the Director of Finance to be deposited in the General Fund of the City. In all cases, however, the employee shall retain mileage allowance.

In the event an employee is called upon as a witness before the Grand Jury, or in any case before a court of law as a direct result of or directly pertaining to his City employment, he/she may be entitled to retain from court fees reasonable allowances for expenses incurred.

Article H. MILITARY LEAVE

1. Definition: Any permanent employee of the City who is absent due to being called into one of the military services of the United States, or the State of Nevada, to serve under orders for military duty, shall be relieved from his/her City duties, upon his/her request to serve without loss in regular compensation for a period not to exceed fifteen (15) working days in any one calendar year. Any such absence shall not be deemed to be an employee's annual vacation.

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2. Military leave shall be granted in accordance with the Administrative Instruction on military leave. Military leave shall not be granted to any temporary employees regardless of their assigned work week. All U.S. Military reservists shall be entitled to the total pay received from the military and the City.

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Article I. LEAVE OF ABSENCE

Official leaves of absence shall be granted according to the rules of the Civil Service Commission of the City of Sparks. Any employee on such leave shall receive no compensation from the City during that period of absence.

Article J. COMPENSATORY TIME

Employees may, at the request of the employee and with the approval of the Fire Chief or designee, take compensatory time off at the rate of one and one half (1-1/2) hours for each hour of overtime or call back actually worked. In the event that an employee accruing comp time has not taken the time off, the employee shall be paid for all time on the books through the pay periods which include June 30 and November 30 of each year no later than the second pay date of July and December of that year.

Article K. SHIFT TRADING

Employees may only trade shifts after first obtaining the approval of the Fire Chief or designee. Shift commanders shall be on duty at the fire station for any shift trades pursuant to this article.

Article L. ADMINISTRATIVE LEAVE

In recognition of the numerous hours worked outside normal work hours, the City Council has authorized personal administrative leave each fiscal year for employees covered under the Association of Sparks Fire Dept. Classified Chief Officers in the following amounts:

All 80 hour per pay period employees	8 hours
All 112 hours per pay period employees	12 hours

All 112 hour employees covered by the Fire Chief Officers contract shall have their administrative leave automatically rolled into their Holiday Compensatory Time (HCT) accounts. At that time, the leave will be considered HCT and used according to contract provisions.

Employees who terminate prior to using the personal administrative leave in a fiscal year shall be compensated for the remaining balance.

Article M. EDUCATION LEAVE

The purpose of educational leave is to enable an employee to attend professional development training or classes when he or she is scheduled to work. Educational leave will not be used for mandatory departmental training.

Educational leave may be used when an employee is scheduled to work but desires to attend any educational instruction specified in paragraph B of this article. Educational leave includes travel time to and from the training or class as well as time between multiple day classes where travel back to the employee's duty station is impractical due to the distance or travel means, subject to the approval of the Fire Chief or designee. Employees shall be eligible for up to a maximum of seventy-two (72) hours of educational leave per fiscal year, which must be taken for a minimum of four (4) hours per leave request. Forty (40) hour employees will be able to use less than four (4) hours per leave request subject to the approval of the Fire Chief.

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An employee will be required to give ninety-six (96) hours advance notice to the Fire Chief when educational leave will be taken. The operating requirements of the City as determined by the Fire Chief shall prevail.

IN WITNESS WHEREOF, the City and the Association have caused these presents to be duly executed by their authorized representatives this ___ day of _____, 2013.

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ASSN. OF SPARKS FIRE DEPT.
CLASSIFIED CHIEF OFFICERS

CITY OF SPARKS

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Chris Maples
Chief Negotiator

Geno Martini
Mayor

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ATTEST:

APPROVED AS TO FORM:

Teresa Gardner
City Clerk

Chester Adams
City Attorney

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Appendix A SALARY SCHEDULE

CITY OF SPARKS
And the ASSOCIATION OF SPARKS FIRE DEPARTMENT CLASSIFIED CHIEF OFFICERS

Job Classification and Salary Wage Ranges

Job Position:	BATTALION CHIEF (56 Hour Employee)		BATTALION CHIEF (40 Hour Employee)		FIRE MARSHAL	
	Min*	Max*	Min*	Max*	Min*	Max*
Salary Range for the Job Position:	206.5	231.5	211.5	236.5	211.5	236.5
Base Salary from July 1, 2012 thru June 30, 2013.						
	\$83,688	\$106,772	\$87,856	\$112,120	\$87,856	\$112,120

* Dollars are rounded. For exact wage amount refer to City of Sparks "Position Report by Title" (HRZ020)

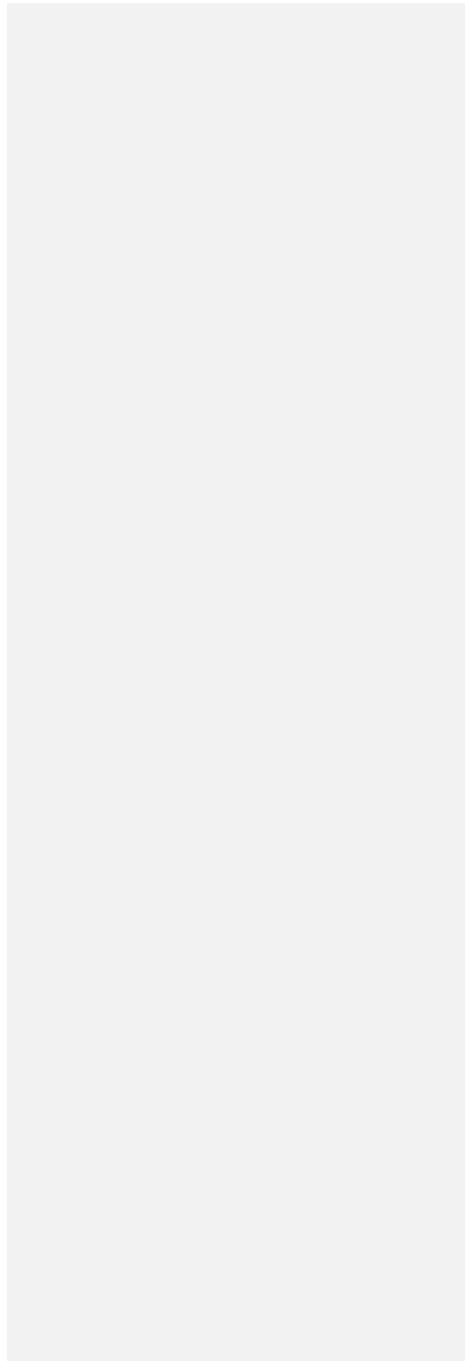
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