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INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1265

JULY 1, 2011 THROUGH JUNE 30, 2012

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AGREEMENT
between the
CITY OF SPARKS
and the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1265
For July 1, 2011 through June 30, 2012

Article 1. PREAMBLE

This Agreement is entered into between the CITY OF SPARKS, NEVADA, hereinafter referred to as the "City," and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, Local No. 1265, hereinafter referred to as the "Firefighters." 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 ensure 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 Firefighters and its member employees 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 Firefighters 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, as set forth herein.

Article 2. 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 Firefighters.

The City recognizes the Firefighters as the exclusive negotiating agent for purposes of establishing salaries, wages, hours and other conditions of employment for all its classified firefighting, fire prevention, fire training, and administrative employees in the position classes of the bargaining unit of:

Fire Captain
Fire Apparatus Operator
Firefighter
Fire Prevention Inspector I, II, and III

Assistant Fire Marshal

excluding all other Fire Department employees.

The City recognizes the Firefighters as the exclusive negotiating agent for purposes of establishing salaries, wages, hours, and other conditions of employment for all personnel assigned to the Fire Department who are engaged in providing Emergency Medical Services for the City of Sparks.

Article 3. STRIKES AND LOCKOUTS

A. The Firefighters 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.

B. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Firefighters.

Article 4. RIGHTS OF MANAGEMENT

The City is entitled, without negotiation or references, to any agreement resulting from negotiations:

A. The right to hire, direct, assign, or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

B. The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to NRS 288.150(2)(v) (Procedures for reduction of work force).

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 work load factors, except for safety considerations.

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

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

D. Safety of the public.

E. To take whatever action may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder.

F. To maintain the efficiency of its governmental operation consistent with the best interests of all its citizens, taxpayers and its employees.

G. To have and use any of the additional rights reserved to the City as a local government employer by NRS 288.150.

Article 5. NON-DISCRIMINATION

A. 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 Firefighters, or because of any legitimate activity pursuant to this Agreement by the individual employee or the Firefighters on behalf of its members, nor will the City encourage membership in any other employee employment bargaining organization.

B. The Firefighters recognize their responsibilities as the exclusive negotiating agent and agrees to represent all employees in the Firefighters without discrimination, interference, restraint, or coercion.

C. 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 Firefighters shall share equally with the City the responsibility for applying this provision of the Agreement.

Article 6. FIREFIGHTER ACTIVITIES

A. Any three (3) members of the Firefighters' negotiations committee, of which only two (2) members may be from the same battalion, shall be granted leave from duty with full pay for all meetings between the City and the Firefighters 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.

B. Any three (3) members of the Firefighters' grievance committee, of which only two (2) members may be from the same battalion, shall be granted leave from duty with full pay for all meetings between the City and Firefighters 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 sixty (60) hours per year.

Article 7. PAY RATES

A. Pay Rates: The pay rates set forth in Appendix "A through E" 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 her/his position class is assigned.

FY 2011-2012 – For the contract year 2011-2012, base salary rates for all bargaining units classes shall remain unchanged from those in effect the first complete pay period of July 2011.

B. 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 midnight. The dates of payment shall be established by the Financial Services Director.

C. Initial Appointment: Upon entering the classified service, an employee shall receive compensation at the minimum of the salary range of the job classification for which she/he was hired.

When economic conditions, unusual employment conditions, or exceptional qualifications of a candidate for employment indicate that a higher rate would be in the City's best interest, the City Manager may authorize hiring at a rate above the minimum for the job classification for which the employee is being hired, but in all cases, the rate is not to exceed the maximum for the job classification.

D. Promotions: When an employee is promoted to a position allocated to a higher pay range, the employee shall receive a salary within the range of the new position class, but not less than the employee's salary at the time of promotion.

E. Demotions: When an employee is demoted within a position class or to a lower position class, the pay rate shall be commensurate with the employee's new status within the range of the class in which the employee was demoted.

F. Reduction Within a Position Class: The Fire Chief, with the approval of the City Manager may reduce an employee within a position class from the employee's 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 specification. 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 the employee was reduced.

G. Permanent and Temporary Transfers: When an employee is transferred to a position in another class allocated to the same salary range, the employee shall receive such salary as

recommended by the Fire Chief, as approved by the City Manager, provided that the employee's salary will not be reduced. The 40-hour duties will carry increased responsibilities and provide a vehicle for an employee to gain education and experience. The increased responsibility will offset the fact that the employee will be working fewer hours for approximately the same pay.

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 the employee's accrual rates.

For Example:

$$(40 \text{ hr}) 26 \times 4.6 = 119.6 \times 7/5 = 167.44$$

$$(56 \text{ hr}) 26 \times 6.5 = 169.0$$

or

$$(40 \text{ hr}) 26 \times 6.5 = 169.0 \times 7/5 = 236.60$$

$$(56 \text{ hr}) 26 \times 9.0 = 234.0$$

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

H. 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 the employee's current salary.

I. Full-Time Service: For the purposes 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.

J. Light Duty Pay: When an employee is assigned to light duty because of a temporary physical disability or condition, the employee shall be paid at the rate of the normal duty assignment without regard to the temporary duty schedule. A temporary duty assignment shall not exceed six(6) months.

Article 8. PAY INCREASES

A. All Firefighters employed by the City shall be paid according to this Agreement effective July 1, 2011 through June 30, 2012. The step advancement system shall be based on objective testing standards.

B. Firefighters shall be paid and be confirmed by the City in the following manner:

(1) Firefighters and Fire Prevention Inspector I/II:

(a) At the completion of a twelve (12) month probationary period, an employee in the job classification of Firefighter or Fire Prevention Inspector I whose service has been certified as satisfactory by the employee's immediate supervisor, the shift supervisor and the Fire Chief shall be deemed a classified employee, however, the probationary period may be extended as per Civil Service regulations. A Firefighter or Fire Prevention Inspector I who has been paid the initial appointment salary in accordance with Article 7, Section C, shall receive a step increase to Step 2, but the employee shall have successfully completed the objective examination as administered by the Fire Department.

The City's Employee and Customer Service Manager shall from time to time establish, with the approval of the Sparks Civil Service Commission, job descriptions for the Firefighter and Fire Prevention Inspector I/II job classifications and provide each employee with a copy of the job description for the employee's position. The job description shall state the principal assignments and responsibilities of an employee and shall be used as the basis for evaluating the employee's job performance along with the other factors utilized in the City's evaluation process.

An entry-level probationary employee shall be given a work performance evaluation at the end of the 3rd, 6th, 9th, and 12th months of the employee's probationary year.

When a work performance evaluation during the probationary year, rates a Firefighter's or Fire Prevention Inspector I's performance is substandard, the Fire Chief or designee shall discuss the report with the employee and set forth a written plan specifying the area(s) of deficiency, steps to be implemented to correct the area(s) of deficiency, and the scheduling of monthly or other periodic follow-up evaluations to monitor the employee's work performance.

(b) At the completion of the Firefighter's second year of employment, said employee shall receive a step salary increase to Step 3, but the employee shall have successfully completed the objective examination as administered by the Fire Department.

At the completion of the Fire Prevention Inspector I's second year of employment, said employee who has successfully completed the objective examination as administered by the Fire Department will be assigned as Fire Prevention Inspector II and shall receive a salary increase to Step 3 of the Fire Prevention Inspector II salary range.

(c) At the completion of the Firefighters or Fire Prevention Inspector's third year of employment, said employee shall receive a step salary increase to Step 4, but the employee shall have successfully completed the objective examination as administered by the Fire Department.

(2) Fire Apparatus Operator (F.A.O.) and Fire Prevention Inspector III:

(a) Immediately upon receiving appointment to an F.A.O. or Fire Prevention Inspector III position, the probationary employee shall receive a five percent (5%) salary increase unless the appointed employee served in the position of acting F.A.O. with the Sparks Fire Department for a minimum of seven hundred twenty (720) hours, or Fire Prevention Inspector III with the Sparks Fire Department for a minimum of four hundred eighty (480) hours, at which time said employee shall receive Step 4 pay.

(b) 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 Step 4.

The City's Employee and Customer Service Manager shall from time to time establish, with the approval of the Sparks Civil Service Commission, job descriptions for the F.A.O. and Fire Prevention Inspector III job classifications and provide each employee with a copy of the job description for the employee's position. The job description shall state the principal assignments and responsibilities of an employee and shall be used as the basis for evaluating the employee's job performance along with the other factors utilized in the City's evaluation process.

An entry-level probationary employee shall be given a work performance evaluation at the end of the 3rd and 6th months of the employee's probationary year.

When a work performance evaluation during the probationary year rates an F.A.O.'s or Fire Prevention Inspector III's performance as substandard, the Fire Chief or designee shall discuss the report with the employee and set forth a written plan specifying the area(s) of deficiency, steps to be implemented to correct the area(s) of deficiency, and the scheduling of monthly or other periodic follow-up evaluations to monitor the employee's work performance.

(3) Captain or Assistant Fire Marshal:

(a) Immediately upon receiving appointment to Captain or Assistant Fire Marshal, the probationary employee shall receive a five percent (5%) salary increase unless the appointed employee served in the position of acting Captain or Assistant Fire Marshal with the Sparks Fire Department for a minimum of seven hundred twenty (720) hours, at which time said employee shall receive Step 4 pay.

(b) 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 Step 4.

The City's Employee and Customer Service Manager shall from time to time establish, with the approval of the Sparks Civil Service Commission, job descriptions for the Fire Captain or Assistant Fire Marshal job classifications and provide each employee with a copy of the job description for the employee's position. The job description shall state the principal assignments and responsibilities of an employee and shall be used as the basis for evaluating the employee's job performance along with the other factors utilized in the City's evaluation process.

An entry-level probationary employee shall be given a work performance evaluation at the end of the 3rd and 6th months of the employee's probationary year.

When a work performance evaluation during the probationary year rates a Fire Captain's or Assistant Fire Marshal's, performance as substandard, the Fire Chief or designee shall discuss the report with the employee and set forth a written plan specifying the area(s) of deficiency, steps to be implemented to correct the area(s) of deficiency, and the scheduling of monthly or other periodic follow-up evaluations to monitor the employee's work performance.

C. With respect to any probationary employee or any employee scheduled to receive a step advancement, if the objective test to be administered by the City Fire Department is not completed within six (6) months of the Firefighter's being placed in the particular position, then the Fire Chief shall set forth in writing reasons for an extension in time. In no case shall the extension exceed an additional six (6) months.

D. Regarding section C above, the Fire Chief shall certify that the decision is not based upon budgetary constraints.

E. City agrees that employees covered by this Collective Bargaining Agreement shall have the right to review a list of subject matter and comment as to any proposed certification test to be administered by the Fire Department.

F. The City will abide by the current Civil Service Rules and Procedures regarding promotion. The City agrees to discuss with the Firefighters and to allow the Firefighters input into the review of the testing procedures to be used in said promotional exam. Thirty (30) days prior to the posting of a promotional examination a representative of the Firefighters may meet and confer with representatives of the City to discuss position requirements and promotional testing procedures as they relate to any promotions involving any such job classifications. Nothing in this section relinquishes any Management Right. The promotional procedures will not be amended without thirty (30) days' prior written notice of proposed amendment and negotiation of any change which is a mandatory subject of bargaining under NRS 288.150(2).

Article 9. HOURS OF WORK

A. 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 employee's classification. It is recognized that in order to implement scheduled shift changes, personnel may be required to work less than or more than the above enumerated hours. In such cases, the affected person or persons are entitled to overtime for any excess hours worked, and will not be subject to a pay decrease for any fewer hours worked than the above enumerated. 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:

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

(2) 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.

(3) 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.

(4) 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.

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

C. Except during emergency situations, employees covered by this Agreement shall be permitted one fifteen (15) minute break or rest period for each four (4) hour term of assigned duty, not to exceed two (2) such break periods in any twelve (12) hour shift.

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

E. 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.

Article 10. OVERTIME PAY

A. All hours of work officially ordered and approved in excess of an employee's basic work period are overtime.

(1) Contractual Overtime: Contractual overtime is overtime specified in this collective bargaining agreement other than FLSA overtime. Contractual overtime includes emergency and non-emergency overtime, emergency and non-emergency callback and special event overtime. Contractual overtime shall be paid on a time and one-half basis of the employee's basic rate of pay or, at the option of the employee, credited to their Overtime or Callback bank at the rate of one and one half (1.5) hours for every one (1) hour of overtime or callback worked.

(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 forty (40) hours actually worked during the employee's assigned seven (7) day work period for forty (40) hour employees and for all hours actually worked in excess of ninety-one (91) hours actually worked during the employee's assigned twelve (12) day work period for fifty-six (56) hour employees. Employees are not entitled to both contractual and FLSA Overtime for the same hours worked.

B. Extension of the Work Day: If an employee arrives to duty within one hour prior to or remains on duty after his/her regularly scheduled shift has ended as a result of either an emergency incident or to maintain minimum staffing, such additional work shall be regarded as an extension of the work day. Such extensions of the work day shall be paid as overtime pay for the actual duration of the extension. Extensions of the work day are not subject to the two (2) hour minimum in paragraph C. Cancellation of an extension of the work day is not subject to a two (2)

hour minimum in paragraph C unless the employee is given less than twelve (12) hours' notice of the cancellation. Extension of the work day shall be counted against the time list the same as non-emergency overtime, with the exception of an employee who is extended due to emergency that started prior to the time of the scheduled shift.

C. Two (2) Hour minimum: An employee who is called back in situations not covered by paragraph B 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, and where less than twelve (12) hours' notice has been provided to the employee shall be considered to be at least two (2) hours in duration.

D. Emergency Callback Overtime: For purposes of this Agreement, employees hired prior to June 30, 2008 emergency callback overtime shall be defined as overtime required due to response 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 callback has been provided to the employee. Emergency callback overtime shall not be counted on the overtime list and is subject to a two (2) hour minimum.

Employees hired after July 1, 2008 are eligible for "Emergency Callback" only in situations where the emergency has been declared by the governing body or chief administrative officer of the City to involve a clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property, where less than twelve (12) hours notice of the callback has been provided to the employee. Emergency callback overtime shall not be counted against the time list for non-emergency overtime and is subject to a two (2) hour minimum.

E. Non-Emergency Callback: For purposes of this Agreement, non-emergency call back shall be defined as overtime required to maintain staffing levels where less than twelve (12) hours notice of the call back has been provided to the employee. Non-emergency callback shall be counted against the time list the same as non-emergency overtime. Cancellation of non-emergency callback shall be subject to the two (2) hour minimum in Paragraph C. Employees hired after July 1, 2008 are not eligible for "non-Emergency Callback". The City may not convert what would otherwise be an overtime shift to a call-back shift by waiting until there is less than 12 hours' notice to request a return to duty.

F. Non-Emergency Overtime: For purposes of this Agreement, non-emergency overtime shall be prearranged with at least twelve (12) hours notice given, or as an extension of the regularly scheduled day in order to maintain required staffing, or for situations not covered under D, E or F of this Article. Non-emergency overtime shall be paid for the actual hours or fractions of hours worked, unless it meets the requirements for

cancellation of non-emergency overtime. Cancellation of non-emergency overtime is not subject to a two (2) hour minimum in Paragraph C unless the employee is given less than twelve (12) hours notice of the cancellation.

G. Special Event Overtime: Overtime will be paid to off-duty employees who represent the department at non-traditional fire suppression or prevention activities. 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 in the department's 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 needs of the department.

In certain circumstances, such as for testing validation, the same individual may be needed to work the special event assignment overtime on consecutive days. When this situation occurs, the Fire Chief, or designee, will notify the IAFF President, or designee, before posting the sign up list. This 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 or her regular shift assignment during the event, another member will be selected from the event sign up list to cover that member's regularly scheduled shift.

H. Compensatory Time: Employees may, at the request of the employee and with the approval of the shift commander or designee, take compensatory time off as set forth in Article 10, Paragraph A (1) Compensatory time will be taken in either twelve (12) or twenty-four (24) hour increments for fifty-six (56) hour employees or four (4) or eight (8) hour increments for forty (40) hour employees and is subject to open annual leave slots. Approval for such time off shall not be unreasonably withheld.

Two compensatory time banks will be established. One bank will be used for extension of the workday and non-emergency overtime as defined in Article 10, Paragraphs B – Extension of the workday and F- Non-Emergency overtime. The other bank will be used for emergency and non-emergency callback as defined in Article 10, Paragraphs C – 2 hour minimum, D - Emergency callback and E – Non-Emergency callback.

(1) The maximum amount of compensatory time that can be banked in each bank is four hundred and eighty (480) hours.

(2)The employee requesting compensatory time off understands that the City has the discretion on which bank will be used (overtime or callback).

(3) At the employee's request, hours may be 'cashed out' of the Compensatory Time Bank by noting the desired amount of hours to be 'cashed out' on the Compensatory Time Payout Request Form. The overtime or callback bank reduced will be at the discretion of the City.

(4) Compensatory time, unlike Holiday Compensatory Time (HCT) may not be traded among employees.

(5) When promoted within this bargaining unit an employee shall keep the same monetary value in their Compensatory Time account.

Example: Firefighter promoted to FAO

100 hours of compensatory time (banked at the rate of one and one half (1 ½) hours for each hour worked) @ FF hourly rate of \$18 per hour = \$1,800.

\$1,800 value divided by the FAO hourly rate of \$20 per hour converts to a new compensatory time bank amount of 90 hours.

(6) If an employee's compensatory time exceeds four hundred and eighty (480) hours in either bank, during any quarter, the employee will be paid any hours over the limit at the employee's fifty-six (56) hour rate. Payment will be made quarterly, in the second pay period of July, October, January and/or March.

I. Meals: An employee working a four (4) hour period of overtime because the employee was called back to or ordered to stay on duty for an emergency incident shall be allowed a meal break and the meal shall be appropriate to the time of day. The employee shall, at the option of the City, either be reimbursed for any such meal up to a maximum of \$7.50 or have any such meal purchased for the employee by the City.

J. Fire Inspectors: Weekend fire investigations will be handled by an "On-Call" Fire Inspector. Fire Inspectors will work respective weekend on-call shifts every third week from 6:00 p.m. Friday to 7:00 a.m. the following Monday. In order to be eligible for on-call pay, the on-call Fire Inspector must be able to respond to the Fire Department within one (1) hour of the initial call or page. An on-call list will be kept up-to-date at the Fire Department, each station, and at Sparks Police Dispatch. If any changes occur during the Fire Inspector's weekend on-call shift, the employee shall notify each agency of the change. Effective the first full pay period following October 14, 2002, the weekend on-call Fire Inspector shall be compensated for on-call time at the rate of one-fourth (1/4th) hour pay at the regular hourly rate for each one (1) hour period of on-call time. If an Inspector is called to active duty while on-call, the Inspector shall be paid at his or her overtime rate for hours actually worked. All hours prior to and following the active duty shall be paid at the on-call rate.

Article 11. EDUCATIONAL INCENTIVE PAY/TUITION REIMBURSEMENT

A. Educational Incentive: An employee shall receive payment for education at the rate of one and one half percent (1.5%) of the employee's base salary for the successful completion of thirty (30) credits which are acceptable by Truckee Meadows Community College toward a degree in Fire Science or three percent (3%) of the employee's base pay for the successful completion of the requirements for the degree of Associate in Applied Science in Fire Science. Such payment shall be payable bi-weekly.

B. Tuition Reimbursement: Upon written advance approval by the Fire Chief and Employee and Customer Service Manager, the City shall pay one hundred percent (100%) of tuition, registration and lab fees, required textbooks, and ancillary written course materials, not to exceed one thousand dollars (\$1,000.00) per fiscal year effective the first full pay period following July 1, 2007, for required and elective courses in a degree or UNR certificate program in which the employee is enrolled in fire science, public or business administration, management, or political science. Tuition reimbursement is also available for advanced training in a fire science program or fire related courses and seminars with advance written approval by the Fire Chief and Employee and Customer Service 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.

C. Educational 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. Employees shall be eligible for up to a maximum of seventy-two (72) hours of educational leave per fiscal year.

The minimum number of hours of educational leave per request will be:

Forty (40) hour employees – one (1) hour

Fifty six (56) hour employees – four (4) hours. Two (2) hours if employee is going off shift.

If the employee returns early from educational leave, they may be credited back time (only in whole hours) provided that the vacancy was covered with on-duty staffing. If the vacancy was covered with overtime, and the covered employee agrees to fewer hours, the employee on educational leave may also be credited back hours (only in whole hours).

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

Article 12. HOLIDAYS AND HOLIDAY PAY

A. 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 after Thanksgiving
Christmas Day	December 25

and 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.

B. All fifty-six (56) hour work week, twenty-four (24) hour shift employees shall receive twelve (12) hours of holiday pay for holidays specified in Section A of this article. When any such shift employee volunteers to provide another such shift employee who is scheduled to work any such holiday with time off on said holiday, the relieving employee shall receive twenty-four (24) hours of holiday pay for working the said holiday calculated at the employee's rate of pay. The employee taking the time off shall still receive regular compensation for the holiday in question.

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

D. Any forty (40) hour employee who works one of the above holidays shall receive two (2) times base pay for the holiday hours worked. Any work other than during an employee's regularly scheduled work week shall be considered "overtime."

E. Holiday Compensatory Time

(1) Election for Holiday Compensatory Time (HCT): All fifty-six (56) hour work week, twenty-four (24) hour shift employees who have satisfactorily completed their entry-level probationary period in the suppression division may elect to receive holiday compensatory time in lieu of holiday pay, as provided in paragraph B above. The election 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. An employee may elect to exit the program on July 1 of any fiscal year. Upon such election the employee will be paid for accumulated hours in accordance with paragraph 6 below. Employees not enrolled in the HCT program are not eligible to earn, trade, or maintain holiday compensatory time. Holiday compensatory time will be earned at the rate of twelve (12) hours/holiday after the holiday is worked, accounted for on the employee's time card under "comp earned".

(2) Scheduling Holiday Compensatory Time: A requesting employee who has earned and accrued holiday compensatory time off in excess of twelve (12) hours 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 twelve (12) hours.

Use of accrued holiday compensatory time off is subject to the approval of the agreement by the requesting employee and relief employees' immediate supervisor(s) at least twenty-four (24) hours prior to the affected shift. 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.

(3) 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 twelve (12) 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 twelve (12) or twenty-four (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 twelve (12) hour increment is emergency callback, which will be treated in the same manner as shift trades.

(4) 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 six(6), 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 Article 10 unless the requesting employee is called back pursuant to Article 10. The failure of any relief employee to work a shift(s) in accordance with this Article, without an approved illness, injury or emergency approved in writing by the relief employee's immediate supervisor, will result in the relief employee forfeiting twelve (12) hours of holiday pay or holiday compensatory time for each missed shift.

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

(6) 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, termination of employment, or promotion 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.

When promoted within this bargaining unit an employee shall keep the same monetary value in their HCT account.

Example: Firefighter promoted to Fire Apparatus Operator

100 banked holiday hours @ FF hourly rate of \$18 per hour = \$1,800.00

\$1,800.00 value divided by FAO hourly rate of \$20 per hour converts to new HCT bank of 90 hours.

Article 13. ACTING TEMPORARY PAY

A. Any classified employee who has been confirmed to said employee's position may be temporarily assigned to serve in an acting capacity in a position allocated to a higher pay range than that in which the employee is employed so long as the employee is certified in the higher position. If an employee is temporarily assigned the duty of such position, said employee shall for each day thereafter so assigned be termed an "Acting Temporary" employee.

B. Any classified employee who is certified in the higher position shall receive compensation five percent (5%) greater than said employee's regular compensation beginning with the first shift of such temporary work assignment. Upon termination of the temporary assignment, the employee shall return to said employee's original compensation.

C. A Firefighter, Fire Apparatus Operator, or Fire Captain who is certified in the higher position and has served in an "Acting Temporary" capacity for seven hundred twenty (720) hours, shall receive Step 4 pay for the higher-rated classification in which the employee is serving, beginning with the first hour after seven hundred twenty (720) hours worked in such higher-rated position.

D. A Fire Prevention Inspector I, II, or III who is qualified to serve in the higher position and has served in an "Acting Temporary" capacity for four hundred eighty (480) hours shall receive Step 4 pay for the higher rated classification in which the employee is serving, beginning with the first hour after four hundred eighty (480) hours worked in such higher-rated position. An Assistant Fire Marshal who is qualified to serve as a Fire Marshal and has served in an "Acting Temporary" capacity as such for four hundred eighty (480) hours shall receive the top step for the Fire Marshal position, beginning with the first hour after four hundred eighty (480) hours worked as a Fire Marshal.

Article 14. CLOTHING ALLOWANCE

A. Uniform Allowance: Employees who are required to maintain uniforms shall be paid a uniform allowance for the proper maintenance of uniforms.

(1) This allowance shall be twenty dollars and no cents (\$20.00) per week, computed from Monday at 00:00 a.m. through Sunday at 12:00 midnight.

(2) 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.

The City is not responsible for paying and an employee shall not receive the Uniform Allowance specified in Section A, beginning July 1, 2010.

B. Protective Clothing and Equipment: The City agrees to supply protective clothing and protective equipment appropriate to the job duties 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. Protective clothing and protective equipment shall meet current NFPA and OSHA standards whenever applicable.

The first pair of wildland boots will be furnished by the City at no cost to employees. Wildland boots purchased after the effective date of this agreement will meet the NFPA and OSHA standards for wildland fire boots. These boots will be repaired or replaced if damaged while being worn during a wildland fire incident. If the employee chooses to wear the boots other than for wildland fire incidents, normal wear and tear will not be considered for replacement and shall be the responsibility of the employee.

C. 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 certified by the Fire Chief.

Article 15. GROUP HEALTH AND LIFE INSURANCE

A. 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.

B. City-Employee Share of Premium:

(1) The City shall pay one hundred percent (100%) of the premiums for the group health and life insurance coverage for each employee. Effective July 1, 2007, the City will pay seventy-five percent (75%) of the employee's eligible dependent's group health plan premiums (health, vision, dental, life), employees will pay twenty-five percent (25%) of their eligible dependent's group health plan premiums (health, vision, dental, life) via automatic payroll deduction.

(2) The City shall maintain an equal or better standard of group health insurance coverage unless change is agreed to as provided in paragraph C of this article.

(3) 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 pre-paying the entire one hundred percent (100%) premium amount to the Financial Services Director.

C. 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 insurance plans.

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

Operating Engineers
All Police Unions
International Association of Firefighters
Confidential
All Management Groups/Appointed/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 any 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 the authority to bind said bargaining unit to any modification in benefits recommended to the City Council subject to ratification of at least two of the bargaining units (Sparks Police Protective Association, Operating Engineers Local 3 and the International Association of Firefighters). Any two of the listed three bargaining units can bind the remaining bargaining units (Sparks Police Protective Association, Operating Engineers Local 3 and the International Association of Firefighters) to changes to the City's self-insured medical, dental, vision, and life insurance plans. Any modification in benefits agreed to by the City Council on recommendation of the committee shall be binding upon each recognized bargaining unit.

D. Any employee with a minimum of twenty (20) years of service with the City who retires after July 1, 2005, and qualifies for retirement benefits under Nevada Public Employee's Retirement System (PERS) will be entitled to the following benefit:

(1) The City will pay sixty percent (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 and so long as married to the retiree. However, this benefit cannot be combined with any employer subsidy under Nevada Law.

(2) When the retired employee reaches the eligibility age for Medicare benefits, the City agrees to pay fifty percent (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.

(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,

(4) Sick leave conversion benefits pursuant to Article 18 Paragraph L 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.

Any employee who retires under the Nevada Public Employees Retirement System (PERS) after July 1, 2005 may continue the group health insurance coverage for that portion not covered under Paragraph D by paying in advance the monthly premium amount calculated for employees/dependent(s) to the Financial Services Director.

Article 16. FIREFIGHTERS DUES AND SALARY CHECK-OFF PRIVILEGES

A. The employees may authorize payroll deductions for the purpose of paying Firefighters' dues. Upon the execution of the proper personnel payroll document filed with the Employee and Customer Relations Manager, 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: Firefighters' dues, the City's approved group health insurance, United Way and City approved Deferred Compensation Programs. 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, however, that the City has approved such deduction at the request of a majority of the total number of employees covered by this Agreement.

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 the timely execution of the proper payroll document filed with the Employee and Customer Service Manager.

B. The Firefighters 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 Firefighters agree 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.

C. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriated Firefighters' dues. When a member in good standing of the Firefighters 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 Firefighters' dues.

Article 17. ANNUAL LEAVE

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

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."

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

C. A regular, full-time employee will be granted vacation benefits as follows:

Years of Vacation	40 Hour Week Earning Rates	56 Hour Week Earning Rates
<u>Continuous Svc.</u>	<u>Bi-Weekly Pay Period</u>	<u>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	448 hours

The vacation accrual maximum of three hundred twenty (320) and four hundred forty-eight (448) 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-rata basis.

D. 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 determined by years of service based on ranking at time of hire, provided the remaining employees are qualified to do the work. Fifty six (56) hour employees will pick their vacation in the following manner:

- (1) Vacation selection process will commence on November 1st of each year. Employees will have the opportunity to pick their vacation under the following rules:

(a) The first round of the vacation picks must be in forty eight (48) hour consecutive blocks.

(b) Second round picks will follow the first round picks in the first week in December. Second Round picks must be in forty eight (48) hour blocks. These blocks do not need to run consecutively.

(c) Third Round picks will be completed before the end of December. Third Round picks must be in twenty four (24) hour blocks. These blocks do not need to run consecutively.

(d) After all employees have completed the Third Round of picks, the calendar will be opened up to all employees on a first come, first serve basis.

(e) All employees are required to have taken or picked their minimum annual leave by their last shift in July.

(f) The employee will not be allowed to cancel any annual leave after the first shift of August until all minimum annual is either scheduled or taken.

E. Normal Vacation:

Normal Vacations requirements are as follows:

56-hour employees:

With less than 5 years – 144 hours taken in 24 or 48 hour blocks starting at 8 am and ending at 8 am

With More than 5 years – 192 hours taken in 24 or 48 hour blocks starting at 8 am and ending at 8 am.

40 hour employees

With less than 5 years – eighty (80) hours, provided at least one segment covers a complete calendar work week

With More than 5 years – one hundred twenty (120) hours, provided at least one segment covers a complete calendar work week.

An employee shall be allowed to take his/her normal vacation annually, provided that in the case of fifty six (56) hour employees, all segments must be a minimum of twenty four (24) hours from 8 am to 8 am. Or forty eight (48) hour blocks from 8 am to 8 am

following the second shift. And in the case of forty (40) hour employees, at least one segment is a minimum of a single calendar workweek. If more than two (2) segments are wanted, said segments shall run consecutively on the first round pick.

F. Loss of Vacation: Employees are required to take their normal vacations each year, 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.

G. Resignation and/or Retirement: A person about to resign or about to retire under the provisions of the State Retirement Act or who is to be laid off without fault on her/his part, and who has earned a vacation, may be granted a vacation for the time so earned not to exceed the maximum for her/his 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 may be granted a lump sum payment for vacation time accrued to her/his credit.

H. 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 her/his credit will be made.

I. Advancing Vacation Time: Under unusual circumstances, advanced vacation time may be authorized. Requests for advanced vacation time will require the Fire Chiefs 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.

J. Minimum Vacation Time to be Taken: The minimum vacation which may be taken; as long as the employee has enough annual leave to meet the (E. normal vacation) requirement, the employee may take additional leave. The minimum vacation may be taken at any one time by an employee shall be one (1) hour for forty (40) hour employees and four (4) hours for fifty six (56) hour employees. Fractions of hours of leave taken shall be considered as the next largest whole hour.

K. In order for the department to plan for scheduled vacations and to allow employees a reasonable selection of vacation dates, the following formula will be used: based on assigned shift strength, one-seventh ($1/7$) of the bargaining unit members on a shift will be permitted to schedule annual leave. Calculations shall be rounded down to the nearest whole number. (For example: 26 on shift $\times 1/7 = 3.7$, which rounds down to 3 employees. 27 on shift $\times 1/7 = 3.8$, which rounds down to 3 employees. 28 on shift $\times 1/7 = 4$ employees)

(1) Annual vacation schedules shall be fixed in accordance with the formula in Section K.

(2) If, after annual vacation schedules are fixed, an employee still has accrued leave time which is not taken under the annual vacation schedule, the employee may request leave time as follows:

(a) The employee must request leave in writing no later than 0900 on the day prior to the shift where the employee desires to take leave.

(b) The employee must request leave in a minimum block of four (4) hours, notwithstanding other provisions in the Agreement which provide for different minimum leave requirements.

(c) The employee must take leave during a shift where, if the employee's request is granted, no more than one seventh (1/7) of the bargaining unit members would be on annual leave.

(d) The request shall be granted subject to the provisions of Paragraph D of Article 17.

Article 18. SICK LEAVE

A. 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 with the City and continuing until resignation or discharge.

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.

B. Qualifying Period: An employee is not entitled to take sick leave until said employee 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 or designee when there is one (1) absence in excess of three (3) days, or two (2) whenever there is reason to believe that the sick leave is being abused.

C. Accrual of Sick Leave:

(1) Forty (40) Hour Work Week: Employees working on a classified or probationary basis in classes which have a forty (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.

(2) Fifty-six (56) Hour Work Week: Employees working on a classified or probationary basis in classes which have a fifty-six (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.

(3) 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.

D. Authorized Use of Sick Leave: Sick leave, with pay, can be granted upon the approval of the Fire Chief or designee, 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, as outlined in Appendix F, or for the purpose of parental leave as limited in Section I of this article. "Relative" shall also include a step-parent, stepchild, step-brother or step-sister, step-grandparent, or step-grandchild actually living in the employee's home. Use of sick leave for the illness, injury or death of any of 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.

E. 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 or designee 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.

F. Forfeiture of Sick Leave: No employee shall be entitled to sick leave while absent from duty on account of any of the following:

(1) Disability arising from any sickness or injury purposely self-inflicted or caused by any of the employee's willful misconduct.

(2) 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.

(3) Sickness or disability sustained while on Leave Without Pay.

(4) 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.

G. 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:

(1) Request for advancement of sick leave will be supported by a medical certificate.

(2) All available accumulated sick leave will be exhausted before advancement.

(3) All available accumulated vacation leave will be exhausted before advancement.

(4) 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.

H. Recovery for Damages: If benefits are payable under this section, the cause of any injury is approximate consequence of the wrongful conduct of another, and the employee recovers damages for the time lost, the employee shall not receive sick pay under this section for the same time; or having received the same prior to the recovery of damage, the employee shall repay the City for any amount paid therefore under this section.

I. Sick Leave for Parental Benefits: Accumulation of sick leave accruing to an employee's credit may be used for the purpose of parental leave.

J. 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.

K. Payment for Unused Sick Leave: The City shall pay upon separation of an employee in good standing who has ten (10) or more years of service with the City, payment equal to ten percent (10%) of said employee's total accumulated sick leave and an employee in good standing who has twenty (20) or more years of service with the City, payment equal to fifteen percent (15%) of the employee's total accumulated sick leave earned with the City. The payment shall be computed at the employee's hourly rate of compensation at date of separation.

L. Sick Leave Conversion

(1) 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.

(2) Conversion of Accumulated Sick Leave: Employees retiring and qualifying for retirement under Nevada PERS with a minimum of twenty (20) years of total service with the City of Sparks may elect to convert seventy-five percent (75%) 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 Public Employees Benefit Plan (PEBP) or successor to the PEBP, on a monthly basis.

Employees retiring and qualifying for retirement under Nevada PERS with a minimum of between twenty-one (21) 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 Public Employees Benefit Plan (PEBP) or successor to the PEBP, on a monthly basis.

<u>Years of Continuous Service</u>	<u>Conversion Percentages</u>
21	80
22	85
23	90
24	95
25	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 conversion funds.

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 conversion funds.

A surviving spouse will continue to receive medical coverage as set forth in Article 15, Paragraph D so long as there is a balance of accumulated sick leave conversion funds.

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

The fund to which the accumulated sick leave balance 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.

M. Payment for Unused Sick Leave/ Upon Death of a Member: The City shall pay upon non-job related death of an employee who has had ten (10) years of service with the City, payment equal to twenty percent (20%) of his/her total accumulated sick leave balance, and an employee who has had twenty (20) years of service with the City, payment equal to thirty percent (30%) of his/her accumulated sick leave balance, and an employee who has twenty-five (25) years of service with the City, payment equal to fifty percent (50%) of his/her accumulated sick leave balance earned with the City. In the event of a job related death or total permanent disability as determined under Workers' Compensation (NRS Chapters 616/617 in effect on the date of the determination), the City shall pay one hundred percent (100%) of the accumulated sick leave balance to his/her beneficiary or estate. The payment shall be computed at the employee's base hourly rate of compensation at the time of the death or total permanent disability.

N. 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 (sick, annual and compensatory 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).

Article 19. SERVICE CONNECTED DISABILITY LEAVE

A. If an employee is absent due to a service-connected injury or illness, the employee shall receive full base pay at the hourly rate at the time of injury for one hundred eighty-two (182) calendar days in any twelve (12) month period without being charged sick or annual leave. The procedure for this is outlined under C of this Article.

B. In the event the employee's absence goes beyond said one hundred eighty-two (182) calendar days in any twelve (12) month period, the employee may elect either of the following options:

Option 1. The employee may elect to retain the Temporary Total Disability (TTD) check received pursuant to NRS Chapters 616 and 617. In such event, the employee will receive no compensation or benefits (other than those required by the Family Medical Leave Act) from the City and no deduction shall be charged against the employee's accrued sick or annual leave.

Option 2. The employee may elect to continue to accept full base pay at the hourly rate at the time of injury from the City by endorsing the Temporary Total Disability (TTD) check to the City. See C of this Article for the procedure required for the employee to receive a regular pay check.

C. Because Temporary Total Disability (TTD) checks are normally received after City pay checks for that time frame have been issued to the employee, the City will initially charge the entire amount of the pay check to the employee's leave balance, beginning with sick leave. If the employee's sick leave is exhausted, the charge shall be made against the employee's accrued annual leave balance. When the TTD check is received by the employee and endorsed to the City, the employee's hours compensated by the TTD check will be credited back to the applicable leave balance. If the employee's sick and annual leave hours are exhausted, the employee shall be compensated by only Option 1.

Article 20. COURT LEAVE

An employee appearing in any court or before the Grand Jury as a party to an action arising out of 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 she/he has received in the course of her/his City employment, shall receive full compensation as though she/he 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 her/him to miss.

The employee shall claim jury, witness or other fee to which she/he may be entitled by reason of such appearance and forthwith pay the same over to the Financial Services Director 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 her/his City employment, she/he may be entitled to retain from court fees reasonable allowances for expenses incurred.

Article 21. MILITARY LEAVE

A. Military leave shall be granted in accordance with the terms and provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994.

B. Any classified employee who is absent due to mandatory training in the U.S. National Guard or Reserve will serve without loss of City 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.

Article 22. LEAVE OF ABSENCE

Official leaves of absence may be granted for good cause by the Fire Chief or designee, with concurrence of the City Manager. During the leave of absence, the employee will not accrue seniority or any paid leaves. Any employee on such leave shall receive no compensation from the City during the period of absence. Any employee who exceeds the limits set by the Family Medical Leave Act (FMLA) may continue to receive group insurance coverage during the leave of absence by paying the monthly premium for the employee and any dependent(s).

Article 23. EMPLOYEE LONGEVITY

A. Eligibility: All employees who have completed five (5) years of service with the City, with each year being computed to the 30th day of November, shall be entitled to longevity pay in addition to regular pay and benefits.

B. Amount of Longevity Pay: The annual longevity pay shall be at the rate of one-half of one percent (0.5%) of annual base salary multiplied by the number of years of service with the City up to a maximum of ten percent (10%), or \$5,000, 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 per year. The calculation used in an example is as follows:

$$\frac{\text{Base Salary} \times \text{Number of Months Employed} \times .005}{12}$$

12

C. Computation and Payment of Longevity Pay: The longevity pay shall be computed from the longevity date through November 30th of the year being paid. For purposes of computation, a longevity date prior to the 16th of a month shall cause that month to be counted as a month of employment.

Longevity pay for all eligible employees shall be paid on the first Wednesday following November 30th of each year.

D. Creditable Service for Longevity Computation: All periods of classified full-time 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 classified City employment, provided the employee's service was terminated under honorable conditions and that not more than five (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.

E. Non-Creditable Service for Longevity Computation:

(1) Any periods that an employee is on authorized leave of absence will be deducted from the creditable service time for longevity pay.

(2) Service while in the Auxiliary Police Force or as an Auxiliary Firefighter of the City.

(3) 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.

F. Payment of Longevity Pay/Upon Termination: An eligible employee shall be paid applicable longevity pay upon termination of employment with the City, provided the employee leaves under honorable conditions.

Upon death of an employee, the longevity pay shall be paid to the employee's 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 twelve (12) times one-half of one percent (0.5%).

Article 24. PHYSICAL EXAMINATION

All classified Fire Department employees covered under this Agreement shall be required to have a complete medical examination conducted each calendar year. 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 the Employee and Customer Service Manager or Contracts and Risk Manager.

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 include a chest x-ray.

The employees required to have examinations shall have their physical examination accomplished during the month of their individual birth date of each calendar year. Employees will be entitled to schedule up to three (3) hours of paid overtime during off-duty hours to complete the annual physical examination.

Article 25. SHIFT TRADING

The City recognizes the right of the Firefighters to trade shifts as outlined in the current Sparks Fire Department Rules and Regulations "Shift Trading." However, no Firefighter may receive more than fourteen (14) twenty-four (24) hour shift trades in any fiscal year without prior approval by the Fire Chief or designee. An adverse ruling by the Fire Chief or designee may be appealed to the City Manager or designee.

An employee in the job classification of Firefighter, during said employee's probationary year, shall not be allowed to shift trade except for educational or training purposes pursuant to Article 11 of this Collective Bargaining Agreement.

Shift trades for purposes of this Article shall not include any trades made pursuant to the holiday compensatory time provisions of Article 12 of the Agreement.

Article 26. RETIREMENT

A. Except as provided in Section B here below, the retirement rights of the employees are as provided by the statutes of the State of Nevada (NRS Chapter 286).

B. Effective the first pay period in July, 1981, the City shall pay all employee Firefighter contributions to the Nevada Police and Firemen's Retirement Fund, as specified in Chapter 286 of NRS.

Article 27. PAYMENT UPON DEATH OF AN EMPLOYEE

Upon the death of an employee, the City Manager shall instruct the Financial Services Director concerning the disposition of all compensation due and payable.

Article 28. GRIEVANCE PROCEDURE

A. 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.

B. 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.

C. Procedure:

STEP 1 -The employee concerned must within ten (10) working days from the day she/he is grieved, file a written grievance with the Fire Chief or his/her designee.

The Fire Chief or designee shall render a written decision within ten (10) working days after receipt of the grievance.

STEP 2 -If the grievance is not settled at Step 1, 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 her/his representative, will render a written decision within fifteen (15) working days after receipt of the grievance.

STEP 3 -If the grievance is not settled at Step 2, 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 party requesting arbitration shall request a list of seven (7) arbitrators from the Federal Mediation Conciliation Service. The Firefighters shall strike the first name. The findings of the arbitrator shall be final and binding on all parties concerned.

The cost of any arbitration, or award, shall be at the discretion of the arbitrator. The cost for the services of the arbitrator shall be shared equally by both parties.

The arbitrator's decision shall be rendered within thirty (30) days after a transcript, if required, is submitted. Nothing contained herein shall preclude an employee, with or without representation, from bringing a problem not covered herein through the chain of command, on an informal and oral basis.

Grievances not filed within the required time frames will be forfeited. Grievances not responded to by the City within the required time frames shall be automatically moved to the next step as

if the grievance was denied. The City and Firefighters may agree in writing to extend any time requirements of this Article.

D. Streamlined Arbitration: If the parties agree to utilize streamlined arbitration in place of the current procedure set forth in paragraph C, they will use the following streamlined arbitration procedures. The streamlined arbitration procedure will be to select an arbitrator using an FMCS list of seven (7) arbitrators. The Firefighters will strike the first name. The hearing will be scheduled within thirty (30) calendar days of the selection of the arbitrator unless the parties agree to extend this period. The hearing will not include briefs, and the award is due within five (5) business days of the closing of the hearing. The award of the arbitrator will be in writing. The arbitrator will not have any power to add to, subtract from, or modify this Agreement. The cost of the arbitration will be as provided in paragraph C. The award is final and binding except as provided by law. If a court reporter is requested by either party, the party requesting the reporter shall pay all the costs of the reporter and provide copies of the transcript to the arbitrator and the other party. If the parties do not agree to streamlined arbitration, the normal arbitration procedures contained in paragraph C will apply.

Article 29. ADOPTION OF AGREEMENT AND AMENDING PROCEDURE

A. Adoption: This Agreement will be deemed adopted and of binding effect, terminating negotiations during its term, upon approval and subscription of the Firefighters and the City.

B. Amendments: If either the Firefighters 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.

C. Copy of Agreement: The City agrees to furnish one (1) copy of this Agreement to the Firefighters.

D. Scope of Negotiations and Amendments: By adopting this Agreement, the Firefighters agree 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.

E. 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 negotiations.

F. 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 Firefighters shall be in good taste and shall not contain information which would embarrass or coerce any employee or official of the City.

G. 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 apart 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 via city email 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 Firefighters President and Secretary at least ten (10) days prior to the change.

Article 30. SAVINGS CLAUSE

A. 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 29. The City shall, from time to time, meet with the Firefighters to discuss its views relative to the administration of this Agreement; the Firefighters may request discussions if it wishes.

B. Should any provisions of this Agreement be found to be in contravention of any federal or state law 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.

Article 31. PERSONNEL REDUCTION

The City will abide by the current Civil Service Rules regarding personnel reduction except that employees who pass a physical and remain otherwise qualified for the position will be subject to recall for a period up to three (3) years from the effective date of the layoff. These procedures will not be amended without thirty (30) days prior written notice of the proposed amendment and negotiation of any change which is a mandatory subject of bargaining under NRS 288.150(2).

Article 32. DISCHARGE & DISCIPLINARY ACTION

The City will abide by the current Civil Service Rules regarding discharge and discipline. These procedures will not be amended without thirty (30) days prior written notice of the proposed

amendment and negotiation of any change which is mandatory subject of bargaining under NRS 288.150(2).

No employee will be discharged without justifiable cause, a written notice of charges, and a pre-termination hearing.

Employees may appeal disciplinary action under Article 28 or the Sparks Civil Service Rules, but not under both procedures. A grievance filed under Article 28 or an appeal filed under the Sparks Civil Service Rules waives the other appeal procedure.

Article 33. CONSOLIDATION

The City agrees to negotiate with the Firefighter representatives 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 34. DURATION OF AGREEMENT

This Agreement shall take effect July 1, 2011 and shall continue in force until June 30, 2012.

Article 35. SPECIAL DUTIES DIFFERENTIAL PAY

A. Special Team Pay:

(1) Employees who maintain on an annual basis the Sparks Fire Department requirements for the Hazardous Materials Team, who are certified as Hazardous Material Technicians, and who are assigned to the Hazardous Materials team shall receive special duty pay equal to three percent (3%) of the top step Firefighter base pay paid bi-weekly.

(2) Employees who maintain on an annual basis the Sparks Fire Department requirements for Technical Rescue including but not limited to confined space rescue, trench rescue, high angle rescue, structural collapse rescue, and who are assigned to the Technical Rescue team shall receive special duty pay equal to three percent (3%) of the top step Firefighter base pay paid bi-weekly.

(3) Employees who maintain on an annual basis the Sparks Fire Department requirements for Water Rescue, and are assigned to the Water Rescue team shall receive special duty pay equal to three percent (3%) of the top step Firefighter base pay paid bi-weekly.

(4) An employee assigned to multiple teams set forth in this paragraph or any other special teams added to this agreement in the future shall only be eligible for a maximum of one (1) three percent (3%) special duties differential pay paid bi-weekly. Special duties teams are subject to the Standard Operating Procedures adopted, amended or repealed by the Sparks Fire Department. Special duties differential pay terminates on the employee's failure to meet the Sparks Fire Department requirements for the special team(s) or on the City's decision to retire or discontinue a special team(s).

B. EMT - Intermediate Pay: Fire suppression personnel who obtain, possess, and/or maintain an ILS/Emergency Medical Technician (Intermediate) Certification from the State of Nevada including any ongoing education and training requirements imposed by the Sparks Fire Department will receive special duty pay equal to three and one half percent (3.5%) of the top step Firefighter base pay paid bi-weekly so long as the City continues to operate and fund the ILS program. Employees in the position of "Firefighter", "Fire Apparatus Operator", and "Fire Captain" and excluding all other classifications represented under this Agreement are eligible for this benefit

Article 36. STAND-BY DUTY

A. Definition: A period of non-duty hour 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 their discretion when an emergency exists or when it is in the best interest of the City to have off-duty employees ready to respond without delay.

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

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

(2) Report for duty to the nearest Sparks Fire 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.

C. 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. 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 ½) hourly rate from the time of the page or call. The provisions of Article 10, paragraph 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.

IN WITNESS WHEREOF, the City and the Firefighters have caused these presents to be duly executed by their authorized representatives.

CITY OF SPARKS

LOCAL 1265 INTERNATIONAL
ASSN. OF FIREFIGHTERS

Geno Martini, Mayor

Kevin Cavanagh, President

Christopher Jones, Chief Negotiator

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney