LABOR AGREEMENT

July 1, 2010 - June 30, 2013

CITY OF RENO
AND
RENO FIRE DEPARTMENT ADMINISTRATORS' ASSOCIATION

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RENO FIRE DEPARTMENT ADMINISTRATORS' ASSOCIATION

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AGREEMENT
BY AND BETWEEN
THE CITY OF RENO
AND
THE RENO FIRE DEPARTMENT ADMINISTRATORS ASSOCIATION

ARTICLE 1. PREAMBLE:

(1) THIS AGREEMENT is made and entered into at Reno, Nevada, pursuant to the provisions of Nevada Revised Statutes by and between the City of Reno, Nevada, a municipal corporation, hereinafter referred to as the City, and Reno Fire Department Administrators' Association, hereinafter referred to as the Association.

(2) It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Association; to provide for equitable and peaceful adjustments of differences which may arise, and to provide proper standards of wages, hours, and other conditions of employment.

(3) The Association and the City will act in good faith and with a cooperative attitude to improve the quality and efficiency of fire protection and related emergency services for citizens of Reno and any other areas for which the City of Reno may provide fire protection services.

ARTICLE 2. MANAGEMENT RIGHTS:

(1) Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

(a) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer 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 funds, subject to paragraph (V) of subsection 2, of N.R.S. 288.150.

(c) The right to determine:

(1) Appropriate staffing levels and work performance standards, except for safety considerations;
(2) The content of the workday, including without limitation workload factors, except for safety considerations;
(3) The quality and quantity of services to be offered to the public;

and

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

(d) Safety of the public.

(2) Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS 288, a local government employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency, such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

(3) The City shall have ultimate right and responsibility as the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

(4) The City may, but is not expected to, negotiate matters which are outside the scope of mandatory bargaining, but it is not required to negotiate such matters.

(5) As used in this Agreement, references to "Fire Chief" shall be the Fire Chief of the City of Reno or his designee.

ARTICLE 3. RECOGNITION:

(1) The City hereby recognizes the Association as the exclusive bargaining agent for all career management, and administrative positions above the level of first-line supervision, except for the Fire Chief, engaged in fire prevention, training, emergency medical services and suppression within the City of Reno and any other areas for which the City of Reno may provide fire protection services.

ARTICLE 4. HOURS OF DUTY:

(1) Line employees shall be assigned duty for a total of two thousand nine hundred twelve (2912) hours per year, or, regardless of shift arrangements, an average of one hundred twelve (112) hours in a two (2) week period.

(2) Nonline employees shall be assigned duty for a total of two thousand eighty (2080) hours per year, or, regardless of shift arrangement, an average of eighty (80) hours in a two (2) week period.

(3) Fair Labor Standards Act (FLSA). All time off for which an employee provides his own replacement shall be treated as an agreement between the parties for FLSA purposes as is presently the practice for straight trades and holiday time worked. It is agreed that the work period for the FLSA is a negotiable item. The work period for the line employees shall consist of nine (9) consecutive days during which an employee works a total of seventy-two (72) on duty hours scheduled in three (3) twenty-four (24) hour work shifts as follows:

Twenty-four (24) consecutive hours on duty followed by,
Twenty-four (24) consecutive hours off duty followed by,
Twenty-four (24) consecutive hours on duty followed by,
Twenty-four (24) consecutive hours off duty followed by,
Twenty-four (24) consecutive hours on duty followed by,
Ninety-six (96) consecutive hours off duty.

Further, to facilitate uninterrupted service coverage, the parties agree that three (3) shifts will be scheduled to provide this service as is the current practice. For FLSA purposes, the work period for each of the three (3) shifts will begin on the first day of their respective nine (9) day cycles.

ARTICLE 5. VACATION:

(1) Line employees will be granted vacation benefits as follows:

(a) Vacation shall be earned at a rate of thirteen (13.0) hours per biweekly pay period.

(b) Vacation credits shall be accrued for each pay period the employee is in full pay status a major portion of his regularly scheduled biweekly hours.

(2) Nonline employees will be granted vacation benefits as follows:

(a) Vacation shall be earned at a rate of eight and one-half (8.5) hours per biweekly pay period.

(b) Vacation credits shall accrue for each pay period the employee is in full pay status a major portion of his regularly scheduled bi-weekly hours.

(3) Hours of vacation may be accumulated; provided that no employee may accumulate earned vacation in excess of the number of vacation hours allowed for twenty-four (24) months in the service of the City, and not more than this number of vacation hours may be taken within any one (1) calendar year. An employee shall be paid at his regular hourly rate for each hour of vacation time taken. Vacation shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation taken. Vacation taken during a biweekly period shall be charged before vacation earned during that pay period is credited. Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted against vacation hours. At least one employee from each shift will be released at any one time, if requested and provided no emergency circumstance(s) exist. Unless otherwise approved by the Fire Chief, only one (1) Battalion Chief per shift may use unrelieved vacation, holiday leave or compensatory time off at any one time.

Upon request of the employee, and with the approval of the Fire Chief or his designee, vacation hours in excess of one (1) year's accrual may be cashed out, said compensation to be paid at the employee's regular hourly rate. With approval of the Fire Chief or his designee, the above one (1) year minimum accrual may be waived.

(4) Employees voluntarily separated from the City shall lose all rights for computing prior service upon re-employment by the City.

(5) Vacation benefits shall not accrue to employees classified as seasonal, temporary or part-time, nor shall employment in any of these classifications be allowed as credit in computing earned vacation for an individual who subsequently becomes a regular full-time employee.

(6) Upon termination of employment, each employee shall be compensated at his regular hourly rate for his total vacation hours accrued

(7) The Fire Department shall establish a list showing seniority within job class to be used for vacation scheduling. The most senior employee within the job class shall have first choice of vacation. The list shall be brought up to date annually and posted on the Association's bulletin boards.

ARTICLE 6. SICK LEAVE:

(1) Each line employee shall be entitled to earn and accumulate without limitation for sick leave usage purposes sick leave benefits at the rate of seven (7) hours per biweekly pay period. An employee must be in full pay status a major portion of his regularly scheduled biweekly hours to be credited with sick leave for that period.

(2) Each nonline employee shall be entitled to earn and accumulate without limitation for sick leave usage purposes sick leave benefits at the rate of four (4) hours per biweekly pay period. An employee must be in full pay status a major portion of his regularly scheduled biweekly hours to be credited with sick leave for that period.

(3) Sick leave shall be an absence from work by reason of illness, injury or death under the following circumstances:

(a) Sick leave may be granted only as the result of illness or injury of the employee or illness, injury or death of any relative within the third degree of consanguinity or affinity (Consanguinity is defined as kinship to include blood relationship; whereas affinity is the connection existing in consequence of marriage) to wit: parent, child, grand- parent, brother or sister or grandchild.

(b) Provided, however, that the employee requiring sick leave must provide the City's Fire Chief with evidence of such need. Thereupon, the City's Fire Chief shall guarantee his personal knowledge of the necessity by certifying to the payroll clerk the granting of sick leave. To insure such knowledge, he may require the employee to provide a written doctor's statement before granting sick leave.

(c) Provided further, if any employee does not have adequate accrued sick leave time, the employee shall be granted the use of other accrued leave time (i.e., department-owed time, vacation time, holiday time, comp time, etc.) in lieu thereof. In no case, however, will sick leave time be granted in lieu of vacation time.

(4) Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during sick leave periods shall not be counted as sick leave time. Sick leave taken during a biweekly pay period will be charged before sick leave earned during that pay period is credited.

(5) Upon termination of employment, each employee, who has accumulated a minimum of five hundred (500) hours of sick leave, shall be compensated for accumulated sick leave up to a maximum of two-thousand (2000) hours at a rate of seventy-five percent (75%) of his regular hourly rate of pay.

ARTICLE 7. HOLIDAYS:

(1) Each employee shall be entitled to holiday compensation for the following holidays: (except that the holiday for an employee's birthday is meant to be observed only by the individual involved).

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday in January)
President's Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Nevada Day (Last Friday in October)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Family Day (day after Thanksgiving)
Christmas Day (December 25)

Each employee shall be entitled to a floating holiday to be credited July 1, of each year.

(a) Birthday of the individual employee and upon any other day that may be declared a holiday by the Mayor or Governor, or President of U.S. In order to be eligible for the holiday pay, an employee must be in pay status both his full regularly scheduled workdays before and after the holiday unless excused by the City.

(2) Each line employee shall be entitled to receive twelve (12) hours' pay and each non-line employee shall be entitled to receive eight (8) hours' pay at his regular hourly rate of pay for each holiday. Said payment shall be made with the regular paycheck for the pay period within which the holiday occurs.

(3) Should any non-line employee be required by order of his department head to work on any of the above-named holidays, if eligible for holiday pay, in addition to this holiday pay, he

shall receive one and one-half (1-1/2) times his regular hourly rate of pay for each hour or major fraction thereof worked, up to a maximum number of hours equal to the number of hours he is regularly scheduled for a normal workday. Line and non-line employees may elect to accumulate at the applicable rate equivalent holiday time in lieu of cash payment for holiday hours worked on any of the above-named holidays. Such accumulation shall not exceed one hundred forty-four (144) hours for line employees or ninety-six (96) hours for non-line employees.

(4) When qualified line relief personnel are used to provide an employee with his holiday time off, the relief employee shall receive the compensation that the employee taking time off would have been entitled to receive had he not taken his holiday time off. Unless otherwise approved by the Fire Chief, only one (1) Battalion Chief per shift may use unrelieved vacation, holiday leave or compensatory time off at any one time. Additional Battalion Chiefs wishing time off must provide their own qualified relief.

ARTICLE 8. SALARIES:

(1) All employees will be paid on each biweekly Friday. The amount of pay will be 1/26 of the annual base salary regardless of the number of hours on duty for that period, provided that the employee is on duty as scheduled or on authorized paid absence.

(2) In consideration of and in cooperation with the City of Reno, due to extraordinary financial circumstances, the RFDAA and the City agree to a zero percent (0%) salary adjustment for the fiscal year 2009-2010. Employees covered by this Agreement shall receive the annual base salary as shown in Appendix A-1 of this Agreement.

(3) All salaries shall be computed to the nearest whole cent.

(4) As used in this Agreement, regular hourly rate shall have the same meaning as straight time hourly rate of pay.

ARTICLE 9. CALL BACK/OVERTIME COMPENSATION:

(1) Employees may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours. Employees may be called back to work at multiple alarms or other emergencies.

(a) Except as provided in (b) below, employees (line and nonline) called back or held over for overtime work shall be compensated for each hour or major portion thereof worked at the rate of one and one-half (1.5) times the employee's straight time hourly rate. In no case shall an employee called back be paid more than the appropriate rate of pay as specified above for such overtime hours worked.

(b) No credit shall be allowed for the purposes of compensation or compensatory time in lieu of compensation for briefing time required of the Battalion Chief going off shift to prepare the Battalion Chief coming on shift.

(c) Overtime will be earned in increments of one-quarter (1/4) hour.

(2) The employee shall have the option of receiving compensation at the rate of pay set forth above for overtime hours worked, or taking equivalent compensatory time off at the applicable rate in lieu of cash. The employee will notify the City at the time of accrual if he wishes compensatory time. Compensatory time shall be taken within one hundred eighty (180) days after it is earned. On or about one hundred forty (140) days after the compensatory time is earned, the City will notify the employee. If the affected employee is unable to take the accumulated compensatory time off before the end of the one hundred eighty (180) day period, he shall be paid for all such time at the applicable rate of pay.

(3) Overtime will be added to the payroll for the period during which the overtime is performed. If time is lost during the regular work week for unexcused absence, then overtime pay shall not prevail until the overtime hours worked exceed the unexcused absence hours. It is understood that nothing in the Article shall require payment for overtime hours not worked except as provided in (5) below. All overtime must have previous authorization of the City's Fire Chief if compensation therefore is to be effected.

(4) Where holdover beyond regular shifts results from tardiness of an oncoming employee, the tardy employee shall forfeit pay equivalent to that awarded the employee held over because of said tardiness. There may be exceptions to the above provided a legitimate excuse is submitted and accepted.

(5) Any employee who accepts a request to work call back and reports for work shall receive a minimum of two (2) hours pay, at the applicable hourly rate for each incident.

ARTICLE 10. WORK RULES:

(1) The City may adopt rules and regulations, issue directives, bulletins, etc., consistent with the Nevada Revised Statutes and this Agreement. In addition to any other legal requirements (including NRS 288), no rule, regulation, nor amendment or cancellation thereof shall become effective until notice thereof has been posted in each fire station for a period of nine (9) consecutive days. The City or the Association may request meetings to discuss its views relative to working rules and proposed changes therein. Said meetings shall be convened prior to the implementation of the rule, regulation, amendment or cancellation. The Fire Chief will issue a written record of the meeting including answers to questions posed.

(2) The parties agree that manuals of all current directives, bulletins, policy procedures, operational notices, memos and other materials relating to the Fire Department's operational policies and administration policies shall be issued with a proper index, by consecutive number and date of issue. Said manuals shall be updated no less frequently than annually. The City shall cause to be provided copies of the above-mentioned manuals to each Administrative Office and two copies to the Association.

ARTICLE 11. NON-DISCRIMINATION:

It is a prohibited practice for a local government employer or its designated representatives, or the Association, willfully, to discriminate because of race, color, religion, sex, age, physical or visual handicap, national origin or because of political or personal affiliation, lawful activities on behalf of the Association, or membership or non-membership in the Association.

ARTICLE 12. SAFETY AND HEALTH:

(1) Protective clothing and personal safety equipment required by the City for use by employees in the performance of their duties shall be furnished by the City without cost to the employee pursuant to the following:

(a) Protective clothing shall be defined to include the following protective garments, as well as any other items of protective clothing and personal safety equipment which may subsequently be required by the City, by state or federal law, and/or other items mutually agreed to by the parties:

1. Wildland fire clothing
2. Structural fire protective coat with liner and vapor barrier and pants with liner and vapor barrier
3. Structural and wildland fire helmets
4. Goggles
5. Neck shroud
6. Gloves
7. Suspenders, as appropriate
8. Rubber turn-out boots
9. Wildland fire boots (leather)
10. Personal hand-operated resuscitator
11. Flashlight and battery
12. Prescription safety glasses if needed
13. Prescription lens for their SCBA mask (if needed)

Protective clothing for purposes of purchase and replacement shall not include clothing or uniforms as addressed in Article 15. Clothing Allowance.

(b) The City will promptly repair and/or replace such protective clothing damaged or destroyed as a result of wear and tear in the line of duty. If protective clothing is lost or damaged through the employee's lack of due care, the employee shall be required to promptly replace such clothing at the employee's expense.

ARTICLE 13. ASSOCIATION BULLETIN BOARDS:

The City will furnish and maintain suitable bulletin boards in each fire station or building that has Administrative Offices for use by the Association for posting Association notices and other information. Said bulletin boards shall be approximately four feet by four feet (4' X 4') in size and identified as the RFDAA boards. Said bulletin boards will be in a reasonable location and easily accessible.

ARTICLE 14. LONGEVITY PAY:

Each full time employee who has completed five (5) years of service with the City shall be entitled to longevity pay in addition to regular salary. The rate for longevity pay shall be an amount equal to one-half of one percent (.5%) of the biweekly base wage per biweekly pay period for each

year of service, up to a maximum annual payment of *twelve and one-half* percent *(12.5%)* of base wage for employees with *twenty five (25)* years of service. Years of service for calculation of longevity pay shall include full-time service with the City of Reno, or the Truckee Meadows Fire Protection District, excluding time for temporary employment, leave of absence, or lapse of service.

ARTICLE 15. CLOTHING ALLOWANCE:

(1) Employees shall receive a clothing or uniform allowance in the amount of eight hundred fifty dollars ($850.00) annually. Said clothing or uniform allowances shall be payable in two (2) semi-annual equal installments on the final payday in December and the final payday in June. Said clothing or uniform allowance shall cover the cost of original purchase, replacement, upkeep and maintenance of said clothing or uniform during the time of employment with the City of Reno. Upon termination from City employment, the Fire Chief may, at his discretion, require the employee to return to the City any clothing or uniforms or parts thereof in his possession.

(2) In addition, each line employee shall receive an additional uniform maintenance allowance of twenty dollars ($20.00) bi-weekly and each non-line employee shall receive a uniform maintenance allowance of thirty dollars ($30.00) bi-weekly.

(3) If the City of Reno contracts to provide fire protection services and the provision of this service results in a change of uniforms the City will pay one-hundred percent (100%) of the cost of the initial uniform purchase. The initial uniform purchase shall consist of three (3) complete sets for line personnel and five (5) complete sets for non-line personnel.

(4) If the Reno Fire Department requires its chief officers to have a dress uniform it will pay one-hundred percent (100%) of the cost for the uniform and accessories.

ARTICLE 16. PAYROLL DEDUCTIONS:

(1) The Employer agrees to deduct biweekly dues and assessments in the amount certified to be current by the Secretary-Treasurer of the Association from the pay of those who individually request in writing that such deductions be made. The City will not honor any blanket request by the Association for payroll deductions.

(2) The total amount of deductions shall be remitted by the employer to the Secretary-Treasurer of the Association by the deposit of said deductions to the bank account of the Association, the bank to be designated by the Secretary-Treasurer of the Association no later than seven (7) working days after the end of the pay period in question.

(3) This authorization for payroll deduction of dues and assessments shall remain in full force and effect during the term of this Agreement.

(4) Upon written authorization from an employee to the Human Resources Department, the City agrees to deduct on a bi-weekly basis from the wages of said employee such sums as he may specify for United Fund, City of Reno Credit Union, U.S. Savings Bonds, or such other purposes as the City may hereafter approve. Each employee shall have the right to terminate such payroll deductions at any time upon written request.

(5) The Association will indemnify, defend, and hold the City harmless against any claims

made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Association agrees to refund the City any amounts paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof.

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

ARTICLE 17. ON THE JOB INJURY:

(1) Whenever an employee is injured while on duty with the City of Reno, and such injury prevents said employee from performing his normal full-time duties, the City of Reno shall pay full salary to the employee for a period of up to but not exceeding a cumulative of thirty (30) days for said injury not to exceed a period of one (1) year from date of said injury. During this period no member shall be ordered to work light duty. During this period, the employee shall not forfeit any accrued sick leave; and

(2) Upon the expiration of the cumulative thirty (30) days not to exceed a period of one (1) year subsequent to the on-the-job injury, if the employee is still unable to work, he may utilize his accumulated sick leave at the rate of one-quarter (1/4) the amount charged per shift or day, during which period the employee can elect to retain worker's compensation payment and the City shall then pay him the difference between his normal pay and worker's compensation.

(3) When accrued sick leave has expired, if the employee is still unable to work, except for total accumulated vacation, he may utilize his accumulated vacation time pay at the rate of one-quarter (1/4) the amount charged per shift or day, during which period the employee can elect to retain the worker's compensation payment, and the City shall then pay him the difference between his normal pay and worker's compensation.

(4) INTENT: The intent of paragraphs (2) and (3) above is that the employee will continue to receive his full accumulated salary dollars so long as he is disabled and receiving worker's compensation benefits and until his sick leave and vacation hours are exhausted.

(5) Notwithstanding the provisions of Paragraph (1) of this Article, when, as the result of an on-the-job injury an employee is continually confined to a duly licensed hospital as a result of such injury, the City of Reno will pay full regular salary to the employee during the entire period of such confinement until the NRS 616 Worker's Compensation payments cease in connection with said injury. For compensation purposes, the requirements of continual confinement to a duly licensed hospital or confinement to the home (if so certified by a medical doctor assigned by the City) may be waived by action of the City Council if the City Council determines that special circumstances warrant such action. During this period the employee will not forfeit vacation benefits or sick leave benefits other than as provided in paragraphs (2) and (3) above.

(6) Any time within a maximum period of twelve (12) biweekly pay periods subsequent to the

pay period within which the on-the-job injury occurred, an employee may elect to continue on worker's compensation leave, without additional compensation from the City, and without refunding worker's compensation insurance salary continuance payments. During such a period of worker's compensation leave, the employee will accrue vacation and sick leave, and earn time credit toward longevity and retirement.

(7) The City may elect to send a doctor of its choice at its expense to examine the employee.

ARTICLE 18. HEALTH AND ACCIDENT INSURANCE:

(1) The City shall make contributions equal to one hundred percent (100%) of the employee only cost of the health and life insurance premiums for each full-time probationary and regular employee to any of the following insurance plans:

(a) A group medical and dental indemnity plan, benefits of which shall be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City.

(b) If available locally, one federally certified health maintenance organization.

(c) Any other prepaid or indemnity group medical and dental plan or plans (including health maintenance organizations) determined appropriate by the City.

(2) As part of the coverage provided in Section (1) above, a term life insurance policy shall be provided to each regular full-time employee enrolled in the City's group health and life insurance program. Said life insurance policy shall be for an amount equal to one times the annual base wage for said employee. The term life insurance coverage for retirees who continue as part of the City of Reno insurance group shall be subject to the reduction formula specified in the group term life insurance policy.

(3) The City shall contribute on behalf of employees who have selected dependent coverage an additional amount as an offset toward the cost of such dependent coverage. This amount shall be equal to fifty-five percent (55%) of the cost of the indemnity plan coverage for the dependent category selected.

(a) This amount shall be used as a credit to the appropriate category of dependent coverage selected by the employee.

(b) This credit shall only be available to those employees who qualify and elect to receive dependent coverage.

(c) Under no circumstances will the City contribute more to the cost of dependent coverage than the actual cost of that coverage.

(4) If the cost of dependent coverage selected by the employee under (3) above exceeds the maximum City contributions, the employee shall pay the additional cost.

(5) All qualifying employees who select coverage under Section (1) above shall be covered

by, and the City contributions shall be made for, the plan(s) of his/her choice on the first of the month following thirty (30) calendar days of his/her initial date of hire.

(6) Specific medical and dental benefit levels and premium costs are not set forth in this Contract for the insurance programs available under this Contract.

(a) It is understood that plan benefits are determined by the providers and the City. As such, plan benefit levels are not subject to bargaining under this Contract.

(b) The City assumes no responsibility for replacement of benefits which may be changed.

(c) It is understood that plan costs, premiums or funding levels for employee and dependent categories are determined by the providers and not subject to bargaining under this Contract.

(d) The City assumes no responsibility for increased plan costs except as provided in Section (1) of this Article.

(7) The City agrees to provide an open enrollment period at least annually. Such enrollment period and employee and dependent eligibility shall be in accordance with the policies and rules of the insurance carrier or carriers, including the City, for self-funded plans.

(8) Each medical insurance or health plan provides for coordination with Medicare coverage and any employee who participates in a plan is subject to the requirements of that plan, including provisions relating to Medicare.

(a) The City is not responsible for the replacement of benefits which may be reduced, eliminated or made more expensive as a result of coordination with Medicare.

(b) City contributions are not payable toward contributions an employee is required to make to the federal government for Medicare coverage.

(9) Effective July 1, 2000, as additional compensation for services rendered to the City, for any employee who separates from employment with the City of Reno, except for cause, who has a minimum of 10 years of City service, irrespective of age, the City shall pay sixty percent (60%) of the total health and accident and life insurance premiums under the group health and accident insurance plan for the same coverage that the employee had at the time of separation. This benefit shall continue as long as the former employee remains in the City's group health insurance program and until the employee reaches eligibility age for federal benefits under Medicare, or age sixty-five (65), whichever occurs first. Thereafter, the City agrees to pay on behalf of the former employee, fifty percent (50%) of the employee only group health and accident and life insurance premiums attributable to the employee for participation in the City Health and Accident Insurance Program. An employee does not have to collect PERS retirement to receive this benefit.

(10) Effective July 1, 2000, each employee enrolled in the City's group health insurance program shall be provided long term disability insurance under a policy which offers coverage of a standard policy of this type with income replacement based on sixty-six and two thirds percent (66-

2/3%) of the employee's pre-disability base salary up to age 65 after a one-hundred and eighty (180) day waiting period in accordance with the terms of the long term disability policy in effect between the City and the long term disability carrier.

(11) The City shall pay the entire premium for the City's health insurance benefits for the surviving spouse and any surviving children of an employee killed in the line of duty if the employee was a participant or would have been eligible to participate in the City's health insurance benefits on the date of death. Eligibility for said benefits for surviving spouse and/or children shall be consistent with the most current version of NRS 287.0477.

(12) Upon the employee's retirement, the City shall continue to provide one yearly physical for the retiree, at no cost to the employee. This physical shall be consistent with what is provided to full time line employees of the Fire Department and scheduled on or near the retiree's birth date each year.

ARTICLE 19. LEAVE OF ABSENCE:

Leave of absence may be granted pursuant to the Rules and Regulations of the Reno Civil Service Commission.

ARTICLE 20. VACANCIES AND PROMOTIONS:

If any vacancy is to be filled or promotion to be made, then such action shall comply with the Reno City Charter and the Rules of the Reno Civil Service Commission in effect at the time of the filling of the vacancy or the promotion. Upon promotion, an employee shall receive the salary in accordance with the confirmed schedule of the class to which promoted.

ARTICLE 21. CONFIRMATION ELIGIBILITY:

Subject to prior recommendation of the City's Fire Chief and the approval of the City's Human Resources Director, full-time permanent employees in an initial probationary status shall become eligible for confirmation into their respective classifications upon completion of the appropriate designated period.

ARTICLE 22. RETIREMENT:

The City will pay one-hundred percent (100%) of all retirement contributions for employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of Chapter 286 of NRS in respect to "Early Retirement".

ARTICLE 23. CORRECTIVE ACTION AND PERSONNEL FILES:

(1) City administration shall provide for implementation of a personnel file review system in compliance with City of Reno Civil Service Rules and Regulations as promulgated. City administration shall establish the right of any employee to review his personnel file upon request in the Human Resources Department. However, this right shall be limited to the individual employee to review his own personnel file. A City employee may, with proper release forms, permit his personnel file to be reviewed by a party so authorized upon presentation of properly executed forms to the Human Resources Department. City employees are encouraged to place in their files any educational

or other accomplishment that serves to recognize an achievement bearing on both the employee and the City. Any employee under this policy, upon reviewing his personnel file, who feels certain information contained in the file is inaccurate or misleading, may prepare and present to the Human Resources Department a clarifying statement pertaining to the document in question for inclusion in his personnel file.

(2) Corrective and Disciplinary Actions: City administration will establish a policy to provide for corrective and disciplinary actions in compliance with City of Reno Civil Service Rules and Regulations as promulgated. The policy will serve to supplement those procedures covered under Civil Service Rules and Regulations. The following procedures will be provided through the City policy governing corrective and disciplinary actions. The intent is not to punish, but to provide positive correction. The following principles of progressive corrective action will be followed with respect to minor offenses:

(a) The first occurrence of a violation or infraction will result in an oral warning and for subsequent offenses where such action is deemed appropriate. For a second occurrence of a violation or infraction, the employee will receive a written reprimand for the violation, which shall be placed in his personnel file. Upon a third occurrence of a violation of the same or similar minor nature, disciplinary action may be instituted, depending upon the violation and the severity of the violation. An occurrence of an infraction or violation of a serious nature may result in disciplinary action based upon the severity of the action.

(b) City administration shall establish by policy for the retirement of corrective and/or progressive action in minor disciplinary actions from an employee's file once an appropriate time has passed and corrective action has succeeded. Minor corrective actions will cease to have any force and effect and will be removed from an employee's personnel file six (6) months after the effective date of the corrective action or reprimand. Minor violations or infractions which result in suspension from duty up to and including five (5) days under the City policy will be retired from the employee's record after a period of twelve (12) months. City policies pertaining to personnel files, corrective and disciplinary actions, and retirement of corrective action, reprimands, and minor suspensions shall be made available to City employees and posted on all bulletin boards throughout the City. Nothing herein shall prevent the City from presenting records of repeated violations in excess of the time limits in this Article.

(3) Appeals of Disciplinary Action: Except as otherwise provided herein, an employee may appeal any disciplinary action through the grievance and arbitration procedure as provided in Article 24. Any employee filing an appeal of a disciplinary action shall elect to proceed through either the grievance and arbitration procedure outlined in this Agreement or through the appeals procedure under the Civil Service Commission. No employee shall be allowed to pursue both procedures for the same disciplinary action. The employee shall sign a form electing the remedy he desires to pursue and waiving any right to pursue the other remedy.

ARTICLE 24. GRIEVANCE PROCEDURE:

(1) A grievance is a disagreement between an individual, or the Association, and the City concerning the interpretation, application or enforcement of the terms of this Agreement. A grievance

shall be filed on a form mutually agreed to by the parties.

(2) If after discussion between the individual and his immediate supervisor, a disagreement still remains, the Association Grievance Committee shall proceed as follows:

Step 1. Within ten (10) days of knowledge of the occurrence, present a signed written grievance to the Chief of the Fire Department. The above may occur with or without the presence of the grievant.

Step 2. If within five (5) days of the submission immediately above the grievance has not been settled, the Association may submit it to the City Manager within ten (10) days of the submission immediately above.

Step 3. If within seven (7) days of submission to the City Manager the grievance has not been settled, the Association may submit it to arbitration within fourteen (14) days of submission to the City Manager.

(3) An arbitrator shall be selected from a list of seven (7) names supplied by the American Arbitration Association by alternately striking names from the list with the Association striking the first name. The arbitration shall be conducted under the rules of the American Arbitration Association.

(4) An arbitrator selected under this Article shall not have authority to modify, amend, alter, or subtract from any of the provisions of this Agreement unless otherwise agreed to in the parties' Submission Agreement to the arbitrator.

(5) The decision of the arbitrator shall be final and binding on all parties concerned so long as such decision does not exceed the arbitrator's authority as set forth in this Agreement, NRS, and applicable case law.

(6) The costs of arbitration shall be borne as follows:

(a) The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.

(b) The arbitrator's fees and expenses and the cost of any hearing room shall be borne by the losing party to the arbitration. The arbitrator will be requested to specify the payor of costs.

(c) If a court reporter is requested by either party or the arbitrator, the arbitrator will determine payment of the costs of the reporter and transcripts.

(7) Nothing contained herein shall preclude an employee with or without representation from bringing a problem not covered herein through the chain of command to the Fire Chief and the City Manager on an informal and oral basis.

(8) For the purpose of this Article a "day" is defined as a calendar day except Saturdays,

Sundays or holidays.

(9) If a dispute over the arbitration of a grievance exists after Step 3, such dispute shall be submitted to arbitration. If the arbitrator rules the underlying grievance to be arbitrable, the same arbitrator may hear the merits of the underlying grievance only upon the consent of both parties. Absent such mutual consent, another arbitrator may be selected as provided in section (3) of this Article.

ARTICLE 25. BENEFIT ACCRUALS:

Personnel who are assigned from a forty (40) hour work week to a fifty-six (56) hour work week will have leave accruals (sick, vacation, and holiday) adjusted upward by a factor of 1.6.

Personnel who are assigned from a fifty-six (56) hour work week to a forty (40) hour work week will have leave accruals adjusted downward by a factor of 1.6.

In no instance will an adjustment of hours due to a change in work assignment result in the member losing accrued hours. If the adjustment of hours results in accumulation over the maximum, then the employee will be paid for those hours over the maximum.

ARTICLE 26. TRAINING COURSES AND INCENTIVES:

(1) Employees shall be required to secure preapproval of the Fire Chief for courses, seminars, etc., taken unless otherwise provided by department policy. In reviewing such requests, the Fire Chief shall consider the appropriateness of the training in relation to the department's curriculum guidelines, whether the request conflicts with scheduled tours of duty, and, in the case of conflict, whether the request can be accommodated without impairing the department's ability to provide effective and continuous protection for the community. Such approval shall not be arbitrarily and capriciously denied.

(2) Each bargaining unit member shall be entitled to reimbursement of up to two thousand dollars ($2,000.00) per year for tuition, books and related costs of taking course work, seminars, etc., pursuant to the above; provided, however, that if the department requires particular training, the expenses related thereto shall not be part of the two thousand dollars ($2,000.00) reimbursable allowance. At the Fire Chief's discretion, a higher amount may be approved in cases where tuition costs are higher. Seminars approved by the Fire Chief shall be reimbursed up to one thousand dollars ($1,000.00).

(3) As used in this Article, "related costs" of taking courses shall be defined as the costs of required books, tuition, course supplies, and other similar materials required for completion of the course and parking fees. In addition, the City shall reimburse the employee for lodging, meals and transportation expenses in accordance with the City's travel policy, provided the course is held at a location thirty (30) road miles or more from the Reno city limits. If the educational course is held at a location less than thirty (30) road miles from the Reno city limits, the Fire Chief may approve reimbursement for lodging, meals or transportation in special circumstances. Excluded from reimbursement are all costs not directly related to completion of the training course or program, such as payment for relief time and child care costs.

(4) Pursuant to and consistent with the provisions of this Article, reimbursement requested

shall be effected upon submission of evidence of the satisfactory completion of the course work, seminar, etc., and a showing of receipts substantiating expense(s).

(5) Incentive Pay

(a) Upon presentation of satisfactory evidence of the degree, a full-time employee who has successfully completed a probationary period with the City, and who possesses a Bachelors degree shall receive an amount equal to five percent (5%) of the employee's biweekly base wage per pay period in addition to their other earnings.

(b) Upon presentation of satisfactory evidence of an approved Chief/Executive Fire Officer Certification, a full-time employee who has successfully completed a probationary period with the City, shall receive an amount equal to two and one half percent (2.5%) of the employee's biweekly base wage per pay period in addition to their other earnings.

(c) BILINGUAL PAY An employee may be assigned to one of a limited number of designated positions citywide to provide bilingual services for the City subject to approval by the City Manager. The City Manager shall determine where the designated assignments will be most efficient and productive for the City as a whole after recommendation from the Department Heads. There shall be no more than 15 such assignments citywide, regardless of the bargaining unit. An employee so assigned to one of these designated positions shall receive compensation in the amount of fifty dollars ($50.00) per pay period for the period so assigned.

ARTICLE 27. PERSONAL LEAVE:

The Fire Chief may grant full-time employees covered by this Agreement personal leave for personal business without loss of pay. Personal business is defined as any business that must be conducted at a time which is in conflict with the employee's regular work shift.

ARTICLE 28. DETAIL ASSIGNMENT:

The needs of the service may require the detail of an employee for a limited time to a position class other than the position class of the employee's regular assignment, such detail assignment not involving promotion or change of status, notwithstanding any provision or rule to the contrary. Whenever an employee is detailed to a higher position pursuant to a written order from management, he shall be paid the actual pay of the confirmed rank he is replacing for each such assignment. Detail pay will be paid on the payroll for the pay period within which the detail assignment is performed.

ARTICLE 29. MILITARY LEAVE:

The parties specifically agree to comply with all orders, stipulations, and agreements in U. S. District Court case CV-R-83-415-ECR including but not limited to the Order entered December, 1996, and as provided by State and Federal laws.

ARTICLE 30. ASSOCIATION BUSINESS LEAVE:

(1) The three (3) members of the Association Negotiating Committee shall be granted leave from duty with full pay for a reasonable number of meetings between the City and the Association for the purpose of negotiating the terms of the Agreement when such meetings take place at a time when such members are scheduled to be on duty.

(2) The three (3) members of the Association Grievance Committee and no more than three (3) aggrieved employees shall be granted leave from duty with full pay for all meetings between the City and the Association for the purpose of processing grievances when such meetings take place at a time when such members are scheduled to be on duty.

(3) The officers of the Association shall have access to a "pool" of two hundred fifty (250) man hours per year of Association business leave. Each of these members may draw upon this "pool" as may be required to conduct Association business until such time as the two hundred fifty (250) man hours per year are exhausted, provided that Association leave must be requested at least twenty-four (24) hours in advance. The Executive Board members may exceed the two hundred fifty (250) hour pool under the following condition. Any hours used in excess of the two hundred fifty (250) hours shall be paid jointly by the Association and the City with the Association and the City each paying one half (1/2) of the total costs. It shall be the responsibility of the Association president to control the usage of Association business leave and to provide the City's Human Resources Department with a monthly record of those hours expended from the pool during the preceding month by the individual(s) concerned, said records to be filed each month regardless of the number of hours used, unless all hours available for the current contract year have been exhausted.

(4) The President of the Association shall have access to a pool of six hundred (600) hours for the term of this agreement. These hours shall be deposited into the President's bank of hours at the beginning of this Agreement. The President shall be granted leave from duty with full pay for each hour used from the President's bank of hours. The City agrees to allow the Association President unlimited qualified substitution opportunity with unlimited waivers by members so trading. In connection with shift repayments and waivers for the President's time, the Association agrees to indemnify, defend and hold the City and its agents harmless for liability, suits, and costs incident to such replacement and waiver to the extent authorized by law.

(5) Any Association official may visit any station at any reasonable time to inspect working conditions and investigate grievances.

(6) Safety Committee or Labor Management meetings will not require use of pool hours.

ARTICLE 31. AMENDING PROCEDURE:

This Agreement may be amended during its term only by the mutual written agreement of the parties. Such amendments shall be lettered, dated and signed by the parties, and shall constitute a part of this Agreement.

All side letters and side agreements (not including signed grievance resolutions regarding interpretation and application of this agreement) entered into prior to the ratification of this agreement and not incorporated herein shall be obsolete and nullified.

ARTICLE 32. SAVINGS CLAUSE:

(1) This Agreement is the entire agreement of the parties terminating all prior agreements.

(2) Should any provision of this Agreement be found to be in contravention of any Federal or State Law or the Reno City Charter by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.

ARTICLE 33. DURATION OF AGREEMENT:

(1) This Agreement shall become effective on July 1, 2010, and shall remain in effect through June 30, 2013.

(2) This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing of the Articles and/or sections of those Articles that it desires to negotiate.

(3) If either party desires to negotiate changes in any Article or section of this Agreement, it shall give written notice to the other party of the desired changes before February 1 of each year.

(4) If the parties utilize the procedures of NRS 288.205 and NRS 288.215, the impartial fact finder and the binding arbitrator shall be from the Federal Mediation and Conciliation Service or another mutually agreed upon source.

ARTICLE 34. POLITICAL ACTIVITY:

(1) Employees may engage in political activity that is not prohibited by State laws.

(2) Employees will not engage in political activity while on duty.

ARTICLE 35. PERSONNEL REDUCTION:

(1) During the term of this Agreement reductions in force shall be based on the inverse order of seniority within the job classification affected. No new employee shall be hired until all laid off or demoted employees have been given a reasonable opportunity to be rehired.

ARTICLE 36. PARKING:

The City will provide, at no cost to employees, sufficient parking spaces at fire stations or buildings with administrative offices to cover the needs of the chief officers.

ARTICLE 37. LABOR MANAGEMENT COOPERATION:

The Fire Chief and Association representatives shall meet once monthly, or less often by mutual consent, to discuss problems and objectives of mutual concern not involving grievances. The Fire Chief will provide copies of all grievances and grievance settlements affecting the department through interoffice mail within three (3) working days.

ARTICLE 38. STRIKES AND LOCKOUTS:

(1) Neither the Association nor any employee covered by this Agreement will promote, sponsor or engage in any strike against the City; slow down; or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or in any other intentional interruption of the operations of the City regardless of the reason for so doing.

(2) The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 39. EMERGENCY PERSONAL LEAVE:

The Fire Chief may approve twenty-four (24) hours of leave to an employee for emergency leave.

ARTICLE 40. JURY DUTY:

Any bargaining unit member who is called to appear, and does appear, for jury duty, shall suffer no loss of pay on account of such appearance. The bargaining unit member shall report for scheduled work immediately upon completion of such jury duty, and, as a condition of receiving his regular pay, shall assign any jury duty fees to the City.

ARTICLE 41. LEGAL LIABILITY:

(1) If a member of the bargaining unit is a defendant in a civil action resulting from the performance of his duties, the City shall indemnify him for any losses incurred in such civil action.

(2) Such indemnification shall not apply if the employee has acted outside the scope of his employment and shall not apply to any claim or award of punitive damages.

ARTICLE 42. POLYGRAPH EXAMINATIONS:

No member shall be compelled to submit to a polygraph examination against his will. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to polygraph examinations. Testimony regarding whether an employee refused to submit to polygraph examination shall be confined to the fact that, "The City of Reno does not compel fire safety personnel to submit to polygraph examinations." This Article, however, does not apply to applicants in the hiring process.

ARTICLE 43. DEATH IN FAMILY:

In the event of a death in the immediate family of an employee or the immediate family of the employee's spouse, the employee shall be granted up to three (3) consecutive scheduled shifts (for line employees) or six (6) consecutive work days (for non-line employees) off with pay per occurrence without loss of any accrued time. The immediate family shall be defined as the spouse, parent, sibling, child, grandchild, grandparent, aunt, uncle, and step parent of employee or spouse and step child, adopted child or any other person living in his/her home held in regard as a member of the immediate family. Extensions of leave time, chargeable to sick leave, may be granted upon request to and

approval by the Fire Chief.

ARTICLE 44. PREVAILING RIGHTS:

(1) Benefits, including present working conditions, previously granted will not be diminished by any provision or failure of any provision of this Agreement.

(2) There will be no change in the express language of this Agreement during the contract term without prior negotiations as outlined in Article 31. Amending Procedure.

(3) There will be no change in any matter within the scope of representation without negotiations as required by NRS 288.

(4) New or amended procedures, regulations, and policies may be formulated and instituted by the Fire Chief which address topics which are not in conflict with NRS 288. All procedures, regulations, and policies require compliance with the posting and notice procedures set out in Article 10.

(5) Nothing in this Article shall abrogate or diminish the rights of the City under the Management Rights Article of this Agreement.

ARTICLE 45. INOCULATIONS:

The City shall provide, at no cost to the employee, those infectious disease inoculations that are identified by the Joint Safety Committee as needed to insure the safety and health of the employee. In addition the City shall provide, at no cost to the employee, any disease screening procedures that may be indicated as necessary by the Joint Safety Committee after input from the EMS Committee to insure the safety and health of the employee.

The City shall pay for the cost of diagnostic test(s) that are required by the City's Heart and Lung medical examiner pursuant to NRS 617.455 and 617.457. This provision is not intended for the purpose of paying the cost for treatment of diseases related to the heart and lungs.

ARTICLE 46. STAFFING LEVELS/SPECIAL ASSIGNMENT INCENTIVE:

(1) The City will maintain a minimum of two classified Battalion Chief officers on duty per shift in the suppression function. If the number of battalions increases, a minimum of one battalion chief shall be assigned to daily duty per battalion. When it becomes necessary to call back employees to maintain the proper staffing level for classified Battalion Chief officers, attempts to fill such vacancies shall first be made by utilizing personnel from the same job classification. In the event the department is unable, because of a lack of available qualified personnel, to fill the vacancies utilizing personnel from the Battalion Chief job classification, qualified personnel assigned to the Special Assignment of Division Chief will be offered the opportunity to work back as a line Battalion Chief for any hours outside of their regularly scheduled hours of duty. If there are no Battalion Chiefs or Division Chief Special Assignment personnel willing to work, the Department may fill the position with personnel from the most current Battalion Chief's eligibility list. Whenever the City increases the number of companies or geographical areas covered by the line Battalion Chiefs they agree to negotiate the impacts to the bargaining units members.

(2) The City will maintain a minimum of four (4) Division Chief Special Assignment positions assigned to staff functions. An employee assigned to the Special Assignment of Division Chief shall receive biweekly premium pay equivalent to fifteen percent (15%) of the Battalion Chief base wage as listed on the salary schedules for the period so assigned. These positions will be filled on a rotational basis as Special Assignment from the Battalion Chief's position. The Fire Chief will assign the Division Chief Special Assignment positions for a two to four (2-4) year period. The Fire Chief may extend the 2-4 year assignment with mutual consent of the parties and RFDAA. The Fire Chief will not assign a member of the RFDAA to a Division Chief Special Assignment position without the mutual consent of the parties and the RFDAA if that member is leaving a current tour of the Division Chief Special Assignment Position.

(3) Whenever there is a long term absence of a Division Chief, Fire Marshal, or EMS Manager of one hundred sixty (160) consecutive hours or more, the Fire Chief will fill the position from the Battalion Chief job classification and call back to fill the line Battalion Chief position. Personnel called back under the provisions of this Article shall be compensated at the appropriate call back rate for the position they are replacing. Under extenuating circumstances, an extension of the 160 hour provision may be allowed by mutual consent of the parties.

(4) A minimum of one line-qualified Battalion Chief shall be assigned by the Fire Chief to on-call duty. On-call personnel shall be issued and will carry a pager or, in the event the carrying of a pager is impractical, the employee will be responsible for leaving word with the department where he/she can be reached.

(5) Employees assigned by the Fire Chief to on-call duty will be compensated for such on-call time at the rate of one-fourth (1/4) hour pay at the regular hourly rate for each one (1) hour period of on-call time. Compensatory time may be taken by the employee at the one-fourth (1/4) rate in lieu of pay. Such compensatory time may not be used by the employee if such use will cause another employee to be called in on overtime. Those Battalion Chiefs assigned to the Special Assignment of Division Chief will be utilized first to fill the on-call requirements of the Department. If there are no personnel from the Special Assignment of Division Chief available, other Battalion Chiefs will be used. Personnel who may be assigned on-call duty shall be provided with a vehicle to take home while in the on-call status.

ARTICLE 47. OVERSIGHT COMMITTEE:

The City agrees to have a member of the RFDAA attend any Oversight Committee meeting for the purposes of the consolidated organization.

ARTICLE 48. SUCCESSORSHIP:

(1) The City agrees not to sell or convey or cause to sell or convey or otherwise transfer or cause to transfer its Fire department operations, or any function associated with fire based services within the scope of representation of RFDAA, to a new employer without first fulfilling this contract, and securing the agreement of the successor employer to assume the City of Reno and /or Reno Fire Department's obligation under this contract.

(2) In the event a bargaining agent other than RFDAA would assume the representation rights over RFDAA or its members or former members, then the City of Reno shall not enter into any agreement with the successor employer regarding section (1) above until a new collective bargaining agreement between the new successor employer and succeeding bargaining agent has been completed. Such new bargaining agreement must demonstrate to RFDAA's satisfaction, the successor employer's assumption of the City of Reno's contract obligations per section (1) above.

THE PARTIES FURTHER AGREE that any and all letters of intent effected during the term of this Agreement will perpetuate through the balance of the Agreement.

Agreed and effected this 6th day of July, 2011.

FOR THE City of Reno

Mayor

City Clerk

CITY OF RENO CORPORATE SEAL WASHOE COUNTY, NEVADA

FOR THE R.F.D.A.A.

Attest to Legal Form:

Deputy City Attorney

Tentative Agreement

In order to expedite the recruitment and hiring of an Emergency Medical Services Program Manager, the parties agree to the following:

1. Bargaining recognition for this position resides with the Reno Fire Department Administrators' Association.
2. This position shall be a uniformed civilian position, non-public safety.
3. This position is FLSA non-exempt.
4. Starting salary for this position shall be $80,000 per year.
5. Salary shall increase to that of a top step 40 hour Battalion Chief in equal annual increments not to exceed five years.
6. Starting vacation accrual shall be 6 hours per pay period. Vacation accrual shall increase annually by one half hour per pay period until equal to that earned by a top step 40 hour Battalion Chief.
7. This position shall not be eligible for the Bachelor's degree incentive as identified in Article 26 of the collective bargaining agreement.
8. All other benefits shall be per the collective bargaining agreement currently in effect, and subject to the bargaining process.

For the City of Reno

3/7/06
Date

For the RFDAA

Dec. 12, 1988

Subject: Recall procedures as developed and agreed upon by the R.F.D.A.A. and Reno Fire Chief.

It is agreed that it shall be the responsibility of the R.W.D.A.A. to provide the personnel for manning and to maintain the proper staffing level for Battalion Chief positions as described in grievance settlement 84-2 and article 9 of the City of Reno and Reno Fire Department Administrative Association Labor Agreement.

Battalion 2 shall be responsible on a daily basis for maintaining recall records, effective recall to fill vacant positions, and to insure Battalion 3 position is assigned.

Recall shall be in the order of the Battalion Chiefs who most recently worked being the last recalled with the priority going to the Battalion Chiefs who would not be working a back to back shift. 24 hours or more recall shall constitute requirements for moving to the hack of the recall list. The training office will be allowed 30 hours or one full shift of 24 hours before moving to the hack of the recall List. See attached R.F.D.A.A. call back schedule for example of order of call backs.

If the R.F.D.A.A. is unable to fill the positions due to illness, shortage of personnel, etc., the Chief will be notified as soon as possible. Personnel from other job classifications may, with approval of the Fire Chief, be utilized.

R.F.D.4.A. President

Paul C. Edgington

Reno Fire Chief

Otis N. Turner

APPENDIX A-1
Salary Plan for Personnel Covered by this Agreement
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2010 THROUGH JUNE 30, 2013
Reno Fire Department Administrators' Association
(Wage Pattern in Dollars)

LINE PERSONNEL

CLASSIFICATION TITLE	SALARY GRADE	SALARY	
Battalion Chief	F-28	$4,248.16	Biweekly Salary Rate
		$37.93	Regular Hourly Rate
		$56.90	Overtime Hourly Rate
		$110,452.16	Annual Rate

NON-LINE PERSONNEL

CLASSIFICATION TITLE	SALARY GRADE	SALARY	
Battalion Chief	F-28	$4,254.40	Biweekly Salary Rate
		$53.18	Regular Hourly Rate
		$79.77	Overtime Hourly Rate
		$110,614.40	Annual Rate

CLASSIFICATION TITLE	SALARY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Emergency Medical Services Program Manager		$3,484.80	$3,678.40	$3,867.20	$4,060.00	$4,254.40	Biweekly Salary Rate
		$43.56	$45.98	$48.34	$50.75	$53.18	Regular Hourly Rate
		$65.34	$68.97	$72.51	$76.12	$79.77	Overtime Hourly Rate
		$90,604.80	$95,638.40	$100,547.20	$105,560.00	$110,614.40	Annual Rate

The salary rates set out in this Appendix reflect a 0% across-the-board increase.