

**Collective Bargaining Agreement  
between the  
Reno Airport Fire Fighters Association,  
IAFF Local 2955**



**and the**



**Reno-Tahoe Airport Authority**

**Fiscal Years 2010-2011 and 2011-2012**

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## DEFINITIONS

Base Rate of Pay: The amount of pay the EMPLOYEE is designated to receive within the salary range for the EMPLOYEE'S job classification, excluding any additional types of pay.

Days: Shall mean Airport Authority working days unless otherwise stated.

EMPLOYEE: An employee who has successfully completed his/her six (6) month probationary period or any extended probationary period and has been retained in the employ of the Airport Authority.

EMPLOYEE'S Health File: A separate confidential file which is maintained in the Human Resources Division and which contains only health-related matters, i.e., Worker's Compensation information, physical examination results, etc. Access to and the procedure for accessing this file is the same as for the EMPLOYEE'S personnel file.

Major Fraction: Fifteen (15) minute intervals of time.

Probationary Employee: An employee who is undergoing a working test period during which the employee is required to demonstrate his/her ability to carry out the duties for the position to which appointed, transferred or promoted. This period lasts for six (6) months and can be extended only upon approval of the President/CEO after having consulted with the Fire Chief.

Regular Rate of Pay: The EMPLOYEE'S base rate of pay plus other additional pay for which the EMPLOYEE'S specific assignment may entitle him/her.

## PREAMBLE

This Agreement is made and entered into at Reno, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Reno-Tahoe Airport Authority (RTAA), Reno, Nevada, a Quasi-Municipal Corporation, hereinafter referred to as the EMPLOYER, and the Reno Airport Fire Fighters Association, IAFF Local 2955, hereinafter referred to as the UNION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the EMPLOYER and the UNION, 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.

ARTICLE 1

RECOGNITION

The EMPLOYER hereby recognizes the UNION as the exclusive bargaining agent for all SUPERVISORY and NON-SUPERVISORY EMPLOYEES within the bargaining units' positions engaged in fire prevention and suppression in the Reno-Tahoe Airport Authority Fire Department.

The bargaining agent, Reno Airport Fire Fighters Association, IAFF Local 2955, represents both the SUPERVISORY and the NON-SUPERVISORY bargaining units.

## ARTICLE 2

### MANAGEMENT RIGHTS

1. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the Reno-Tahoe Airport Authority 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 the Reno-Tahoe Airport Authority is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of

emergency such as 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. Subject to NRS 288. 150 Paragraph 5, the EMPLOYER shall have the ultimate right and responsibility 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 EMPLOYER 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.

## ARTICLE 3

### SALARIES

1. All EMPLOYEES will be paid on each bi-weekly Friday, with salary computed through the preceding Sunday. The amount of pay will be one-twenty-sixth (1/26) of regular annual 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. Each person currently employed in the classification of Fire Fighter, Driver/Operator, and Captain shall be granted and receive a two and seven tenths percent (2.7%) salary increase effective July 1, 2010 (see Appendix A).

Any person hired at the entry level salary during the 2010-2011 fiscal year shall receive the entry level salary on the salary schedule and shall also receive on their anniversary date an increase equal to one fourth (1/4) of the difference between their salary and the maximum of the salary schedule in that classification. On the next three (3) anniversaries they shall also receive an additional one-fourth (1/4) increase so that in four (4) years from their individual hire date they will reach the maximum of the salary schedule in that classification (see Appendix A).

3. FLSA overtime shall be computed on a fourteen (14) day cycle and shall be paid on each bi-weekly Friday.

## ARTICLE 4

### HOURS OF WORK

1. The regular work day and work week for eight hour EMPLOYEES shall consist of, respectively, an eight (8) hour work day, and on an annual average, a forty (40) hour work week. Any change in the number of hours in the work day or regular work week shall be subject to negotiation, although an eight hour EMPLOYEE may be subject to working shift work, as necessary and at the discretion of the Fire Chief.
2. The regular work day and work week for line EMPLOYEES shall consist of, respectively, a twenty-four (24) hour day and, on an annual average, a fifty-six (56) hour week. Any changes in the number of hours in the regular work week or work day shall be subject to negotiations.
3. The work schedule for line EMPLOYEES may consist of twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty followed by ninety-six (96) hours off duty. Any changes in the work schedule shall be negotiated with the UNION, prior to implementing the changes.

## ARTICLE 5

### OVERTIME COMPENSATION

1. Overtime/Compensatory Time Earned: EMPLOYEES may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours.
  - (a) Line EMPLOYEES will be compensated for overtime work at the rate of one and one-half (1-1/2) times the base rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.
  - (b) Eight hour EMPLOYEES will be compensated for overtime work at the rate of one and one-half (1-1/2) times the base rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.
  - (c) Overtime will be earned in increments of one-quarter (1/4) hours.
  - (d) EMPLOYEES may choose to elect compensatory time in lieu of overtime or emergency pay. The accrual of compensatory time shall not be a precondition to overtime opportunities. Compensatory time will be earned at one and one half (1½) times for each hour of overtime worked or at two and one-tenth (2-1/10) times for each hour of emergency time worked.
  - (e) 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 this Article shall require payment for overtime hours not worked. All overtime must have the previous authorization of the Fire Chief if compensation therefore is to be affected.

2. Use of Compensatory Time: An EMPLOYEE may take compensatory time off in lieu of vacation leave. An EMPLOYEE may request compensatory time off by submitting an absence request form indicating the use of compensatory time.

No more than one-sixth (1/6) of the shift complement shall be scheduled off at any one time for vacation, compensatory time off and reasonably scheduled sick leave and/or military leave (see Article 21 - Military Leave, paragraph 2, regarding scheduled leave).

3. Option to Cash Out Compensatory Time: An EMPLOYEE wishing to be paid for any accrued compensatory time, will notify the EMPLOYER before the end of the pay period if he/she wishes to be paid for accrued compensatory time and will indicate the number of hours he/she wishes to cash out. Payment for compensatory time shall be included in the EMPLOYEE'S bi-weekly payroll check. Compensatory time shall be paid at the EMPLOYEES current rate of pay.
4. Maximum Accruals and Required Cash Out: The maximum amount of compensatory time that may be accrued at any one time for any EMPLOYEE shall be four hundred and eighty (480) hours. On the last payroll check in June of each fiscal year, all accrued compensatory time will be paid out at the EMPLOYEE'S current rate of pay as of the last pay period in June of each fiscal year and will be included in the EMPLOYEE'S regular payroll check.
5. Emergency Pay. Line EMPLOYEES required to remain on duty beyond their regular shift for emergencies such as an aircraft incident, multiple alarms, natural disaster, civil disorder, and the like shall be compensated at a rate of two and one-tenth (2-1/10) times the EMPLOYEE'S base rate of pay for such overtime hours worked; and eight hour EMPLOYEES shall be compensated at a rate of one and one-half (1-1/2) times the EMPLOYEE'S base rate of pay for such overtime hours worked.

6. The provisions of this Article shall be applied in a manner consistent with the Fair Labor Standards Act (FLSA). In the event of any conflict or inconsistency between this Article and the FLSA, the provisions of FLSA shall prevail as a minimum.

## ARTICLE 6

### CALL BACK - STAND BY

1. Any EMPLOYEE who is called back by his/her supervisor to work during hours outside his/her regularly scheduled straight time hours, which hours will not abut his/her regularly scheduled shift hours, will receive a minimum of two (2) hours pay at the applicable hourly rate.
2. EMPLOYEES will be compensated for stand by time at the rate of one-sixth (1/6) hour pay at the regular hourly rate for each one hour period of stand by time. "Pagers" shall be used, at the option of the EMPLOYER, to the maximum extent possible to provide for stand-by flexibility. An EMPLOYEE who is provided a pager will not be paid stand by time except in the circumstance where the EMPLOYEE is eligible for reimbursement for the stand by time.
3. Call back for line EMPLOYEES will be compensated for at the rate of one and one-half (1-1/2) times the base rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Call back for eight hour EMPLOYEES will be compensated at the rate of one and one-half (1-1/2) times the base rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Call back shall not be construed as overtime for purposes of retirement contributions.
4. Line EMPLOYEES called back for emergencies such as aircraft incidents, multiple alarms, natural disasters, civil disorders, and the like shall be compensated at a rate of two and one-tenth (2-1/10) times the EMPLOYEE'S base rate of pay for such call back hours worked; and eight hour EMPLOYEES shall be compensated at a rate of one and one-half (1-1/2) times the EMPLOYEE'S base rate of pay for such call back hours worked.

5. The provisions of this Article shall be applied in a manner consistent with the Fair Labor Standards Act (FLSA). In the event of any conflict or inconsistency between this Article and the FLSA, the provisions of FLSA shall apply as a minimum.

ARTICLE 7

VACATION

1. Line EMPLOYEES will be granted vacation benefits as follows:

<u>Years of Continuous Service</u>	<u>Vacation Earning Rate Per Biweekly Pay Period</u>
Less than 5 years	7.0 hours
5 years but less than 10 years	8.5 hours
10 years but less than 15 years	10.0 hours
15 years but less than 20 years	11.5 hours
20 years or more	13.0 hours

Vacation credits shall be accrued for each pay period the EMPLOYEE is in full pay status a major portion of his regularly scheduled bi-weekly hours.

2. Eight hour EMPLOYEES will be granted vacation benefits as follows:

<u>Years of Continuous Service</u>	<u>Vacation Earning Rate Biweekly Pay Period</u>
Less than 5 years	5.0 hours
5 years but less than 10 years	6.0 hours
10 years but less than 15 years	7.0 hours
15 years but less than 20 years	8.0 hours
20 years or more	9.0 hours

Vacation credits shall be accrued 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 EMPLOYER, and not more than this number of vacation hours may be taken within any calendar year, subject to staffing requirements. An EMPLOYEE shall be paid at his/her regular hourly

rate for each hour of vacation time taken. Vacation taken during a bi-weekly 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.

No more than one-sixth (1/6) of the shift compliment shall be scheduled off at any one time for vacation, compensatory time off and reasonably scheduled sick and/or military leave (see Article 21 - Military Leave, paragraph 2, regarding scheduled leave).

4. EMPLOYEES voluntarily separated from the EMPLOYER shall lose all rights for computing prior service upon reemployment by the EMPLOYER.
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 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 Chief shall establish a list showing seniority within the Fire Department to be used for vacation scheduling. The most senior EMPLOYEE within the department shall have first choice of vacation. The list shall be brought up to date each year in September and posted on the Fire Station bulletin boards.

## ARTICLE 8

### SICK LEAVE

1. Line EMPLOYEES covered by this Agreement shall earn seven (7) hours of sick leave per bi-weekly pay period. Sick leave hours shall accrue for each pay period the EMPLOYEE is in full pay status for a majority of the EMPLOYEE'S regularly scheduled bi-weekly hours. Eight hour EMPLOYEES covered by this agreement shall earn four and six-tenths (4-6/10) hours of sick leave per bi-weekly pay period.
  
2. Sick leave may be granted when the EMPLOYEE is incapacitated due to illness, injury, pregnancy, childbirth, or adoption. Sick leave may also be granted when the EMPLOYEE is quarantined, receiving required medical or dental services or examinations, or upon injury or illness of the EMPLOYEE'S spouse, children, parents, or other legal dependent, or in the event of the death of the EMPLOYEE'S spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependent, and the EMPLOYEE must notify the immediate supervisor prior to taking such leave. If an EMPLOYEE does not have adequate accrued sick leave time, the EMPLOYEE may be granted the use of other accrued leave time if any, in lieu thereof. In no case, however, will sick leave time be used or granted as vacation time.
  - (a) In all cases, the EMPLOYER'S Family and Medical Leave Act (FMLA) provisions shall apply as a minimum.
  
  - (b) No more than one-sixth (1/6) of the shift compliment shall be scheduled off at any one time for vacation, compensatory time off and reasonably scheduled sick and/or military leave (see Article 21 - Military Leave, paragraph 2, regarding scheduled leave).

3. Sick leave shall be charged on the basis of actual time used to the nearest quarter (1/4) hour. Holidays occurring during sick leave periods shall not be counted as sick leave time. Sick leave taken during a bi-weekly period shall be charged before sick leave earned that pay period is credited.
  
4. An EMPLOYEE requesting sick leave must provide the Fire Chief with evidence acceptable to the Fire Chief to substantiate the request if required.
  
5. Incentive Awards for Non-Use of Sick Leave:
  - (a) For each calendar quarter in which no sick leave is used by an EMPLOYEE, that EMPLOYEE will receive \$50.00 on his/her paycheck the first pay period following the full quarter.
  
  - (b) Any EMPLOYEE who uses no sick leave for four (4) consecutive quarters will receive an additional \$75.00 on his/her paycheck the first pay period following the full quarter.
  
6. Upon termination of employment, each EMPLOYEE shall be compensated for his/her total sick leave hours accrued at the following rates:

<u>Years of Continuous Service</u>	<u>Sick Leave Buy Out Rate of Pay</u>
5 years but less than 10 years	12.5¢ on the Dollar
10 years but less than 20 years	25.0¢ on the Dollar
20 years or more	50.0¢ on the Dollar

## ARTICLE 9

### HOLIDAYS

1. Regular paid holidays are:

New Year's Day (January 1)  
Martin Luther King's Birthday (Third Monday in January)  
Washington's Birthday (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)  
Day After Thanksgiving (Fourth Friday in November)  
Christmas Eve (December 24)  
Christmas Day (December 25)  
Floating Holiday (1 only)

2. Each line EMPLOYEE shall receive twelve (12) hours pay and each eight hour EMPLOYEE shall receive eight (8) hours pay at his/her regular rate in those periods in which a holiday occurs, whether the EMPLOYEE works or is off on the actual holiday.

3. Designated Holidays - Eligibility Requirements:

(a) Holiday pay benefits apply to all regular EMPLOYEES.

(b) An EMPLOYEE who is on paid leave of absence will be eligible for holiday pay for a designated holiday observed during the leave of absence.

- (c) An EMPLOYEE scheduled to work on a designated holiday who does not report and is not excused will forfeit the holiday pay premiums.
  - (d) In order to receive holiday pay an EMPLOYEE must be in pay status the day immediately before and the day immediately after the holiday.
4. Should a line EMPLOYEE be required to work overtime on a holiday, he/she shall receive one and one-half (1-1/2) times his/her regular straight time pay for each hour worked, in addition to the twelve (12) hours received as holiday pay. There shall be no compounding of the applicable overtime pay.
  5. Should any eight hour EMPLOYEE be required by order of his department head to work on any of the above-named holidays, in addition to this holiday pay, he/she shall receive compensatory time at the rate of one and one-half (1-1/2) times each hour or major fraction thereof worked.

## ARTICLE 10

### VACANCIES AND PROMOTIONS

1. The EMPLOYER shall have the right to decide if any vacancy shall be filled or promotion made in accordance with Article 2.
2. Vacancies shall be filled by the best qualified applicant available and, subject to paragraph 3 below, the EMPLOYER will promote from within whenever possible. The EMPLOYER encourages all qualified existing EMPLOYEES to apply for the promotional positions of Driver/Operator and Captain. As part of the qualification requirements, those EMPLOYEES hired after July 1, 1998 must be a member of the Airport Fire Department for four (4) years to be eligible to test for Driver/Operator and for six (6) years to be eligible to test for Captain.
3. If the EMPLOYER decides to fill a Driver/Operator or Captain vacancy, the following procedure shall apply:
  - (a) Recruitment - The job vacancy announcement shall be posted on the fire station bulletin board for a minimum period of thirty (30) work days for internal application acceptance purposes. Any existing Fire Fighter may apply for a Driver/Operator or any existing Drive/Operators may apply for a Captain position, so long as the Fire Fighter meets the time requirements as listed in Section 2 above.
  - (b) Testing Requirements for Driver/Operator - Those individuals seeking promotion to Driver/Operator shall be required to take a written, practical, or an oral exam, or some combination thereof, for the purposes of promotion to said position. Two (2) or more of the existing EMPLOYEE applicants must pass all of the required exams or the recruitment may be opened to external candidates. If a written exam is administered, it shall

be a certified test and job specific to Airport Fire Protection. If a practical exam is administered, it shall be specific to the department's equipment and conducted by impartial evaluators, a majority of whom shall be from local area fire departments (Reno, Sparks, Sierra Fire, Incline Village). If an oral exam is administered, it shall be conducted by impartial evaluators, a majority of whom shall be from local area fire departments (Reno, Sparks, Sierra Fire, Incline Village). A list shall be established from the names of those applicants who have passed all the exams and shall be ranked in order of highest to lowest total scores. This list shall be valid for a minimum of fourteen (14) months unless extended for an additional twelve (12) months by the President/CEO.

- (c) Testing requirements for Captain - Those individuals seeking promotion to Captain shall be required to take a written or an oral exam, or some combination thereof, for the purposes of promotion to said position. Two (2) or more of the existing EMPLOYEE applicants must pass all of the required exams or the recruitment may be opened to external candidates. If a written exam is administered, it shall be a certified test and job specific to Airport Fire Protection. If an oral exam is administered, it shall be conducted by impartial evaluators, a majority of whom shall be from local area fire departments (Reno, Sparks, Sierra Fire, Incline Village). A list shall be established from the names of those applicants who have passed all the exams and shall be ranked in order of highest to lowest total scores. This list shall be valid for a minimum of fourteen (14) months unless extended for an additional twelve (12) months by the President/CEO.
- (d) The Chief will have discretion to interview and select from the top three (3) or less candidates on the list to fill the Driver/Operator or Captain vacancy. If any individual is not selected for the position of

Driver/Operator or Captain two times, he/she upon request, shall receive a letter from the Fire Chief explaining the reason for non-selection.

- (e) Subject to prior recommendation of the Fire Chief and the approval of the Airport's Director of Human Resources, anyone promoted and serving in an initial probationary status shall become eligible for confirmation into his/her respective classification upon completion of his/her six (6) month probationary period.
  - (f) If the EMPLOYEE fails to demonstrate his/her ability to perform his/her job or lacks the ability to progress during this six (6) month period, the probationary period may be extended for another six (6) months at the sole discretion of the President/CEO after consultation with the Fire Chief.
  - (g) If the EMPLOYEE is unable to be confirmed into the new classification because he/she is unable to demonstrate the ability to perform his/her job or lacks the ability to progress, then he/she shall be returned to his/her former job classification and rate of pay. If another EMPLOYEE has filled this job classification, then that EMPLOYEE shall also be returned to his/her former job classification and rate of pay, and so on. (There shall not be any gain in any benefits if this occurs).
4. EMPLOYEES eligible for promotional examinations shall be given appropriate time off to take the examination and return to duty. Such time off shall not result in any loss of pay.
  5. The EMPLOYER agrees to consider any suggestions made by the UNION regarding subject matter for promotional exams.
  6. Any EMPLOYEE who is promoted shall be guaranteed no loss of base pay.

7. Any EMPLOYEE who believes he/she has been wronged in the promotional process by the EMPLOYER in an arbitrary, capricious or discriminatory manner and/or believes the EMPLOYER did not act in accordance with Article 10's procedures may within ten (10) work days utilize the grievance procedure outlined in Article 26 starting at Step 1. If agreeable to both parties, expedited arbitration, if needed, may be used for grievances filed regarding this paragraph.
  
8. A promotion made hereunder is not final until any resulting grievances have been resolved.

## ARTICLE 11

### ESTABLISHMENT OF NEW CLASSIFICATIONS

The EMPLOYER reserves the right to establish new classifications which may fall within the scope of this Agreement, including requirements and wage rates. Wage rates for new classifications will become subjects of bargaining upon expiration of this Agreement. The EMPLOYER shall notify the UNION President of all changes to the job classifications covered by this Agreement.

**ARTICLE 12**

**SENIORITY LIST**

The Fire Chief shall establish a list showing seniority within the Fire Department, and it shall be updated each year in July and posted on the Fire Station bulletin boards.

ARTICLE 13

NON-DISCRIMINATION

It is a prohibited practice for a local government employer or its designated representatives, willfully, to discriminate because of race, color, religion, sex, age, disability, national origin or because of political or personal reasons.

## ARTICLE 14

### SAFETY AND HEALTH

1. The EMPLOYER and the UNION will cooperate in the continuing objective of eliminating employee safety and health hazards from the workplace by establishing and participating in an organizational-wide Joint Safety Committee. The Joint Safety Committee will meet quarterly or more often as mutually agreed or as required to evaluate or investigate instances of unsafe working conditions or to discuss other safety related items, as needed. The Committee shall include one (1) UNION representative, one (1) or more representatives from the EMPLOYER and may include representatives from other groups/associations within the Reno-Tahoe Airport Authority. Time spent during committee meetings for the UNION representative participating in the Joint Safety Committee will be considered work time for the purposes of compensation. The selection of the RAFFA representative for the Joint Safety Committee will be the UNION'S responsibility.
2. Nothing in paragraph 1, above, is intended to prohibit discussion between the EMPLOYER and the UNION over departmental safety concerns. An EMPLOYEE may bring departmental safety concerns to the attention of the Fire Chief at any time.
3. All Authority provided safety equipment must be used in the performance of duties.
4. The EMPLOYER shall pay for a complete physical examination including but not limited to the physical examination set forth by NFPA, ANSI, and NRS 617. All EMPLOYEES must have these physical examinations. Such physical examinations will be performed by a physician on a list mutually agreed to by the parties. The initial physician on this list shall be Dr. Michael Haley, with other physicians added as agreed to by the parties.

5. A copy of the results of all physical examinations will be placed in the EMPLOYEE'S health file located in Human Resources. Progress resolving any conditions the examining physician reports needing to be resolved, shall be monitored with subsequent physical examinations as reasonably necessary. Such subsequent necessary physical examinations, but not treatment, must be paid for by the EMPLOYER.
  
6. EMPLOYEES must be physically and mentally capable of performing the functions necessary to protect the health and safety of the public. No EMPLOYEE may report for duty or remain on duty if he/she is mentally or physically impaired from performing the essential and critical functions of his/her position. If an EMPLOYEE believes he/she is physically or mentally unfit for duty, the EMPLOYEE has the affirmative obligation to so advise the Fire Chief or his/her designee. If the EMPLOYER has a reasonable and articulable reason to believe an EMPLOYEE is unable to perform the essential and critical functions of his/her position, the EMPLOYER may, at no expense to the employee, require the EMPLOYEE to undergo a physical evaluation intended to determine the EMPLOYEE'S ability to perform the essential and critical functions of the position. The content of the physical evaluation will be determined by the EMPLOYER and shall be directly related to the EMPLOYEE'S ability to perform the essential and critical functions of his/her position.

## ARTICLE 15

### BULLETIN BOARDS

The UNION may post notices involving UNION business on a bulletin board to be provided and installed by the EMPLOYER. The bulletin board will be twenty-four (24) square feet and will be installed in a location having reasonable access and visibility. Access to the bulletin board, if locked and/or enclosed, shall be limited to RTAA management and UNION Officers.

## ARTICLE 16

### WORK RULES

1. The EMPLOYER may adopt rules and regulations consistent with the Nevada Revised Statutes and this Agreement. In addition to any other legal requirements (including N.R.S. 288), no rule, regulation, nor amendment or cancellation thereof shall become effective until notice thereof has been posted in the fire station for a period of nine (9) consecutive work days. The EMPLOYER or the UNION may request meetings to discuss their views relative to working rules and proposed changes therein.
2. The parties agree that a single manual 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 in a manner of proper index, consecutive number and date of issue. Said manual shall be updated no less frequently than annually, but the failure to update shall not cause any rule to be void or unenforceable.

## ARTICLE 17

### UNION BUSINESS

1. Three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for a reasonable number of meetings between the EMPLOYER and the UNION for the purpose of negotiating the terms of the Contract when such meetings take place at a time when such members are scheduled to be on duty.
2. One (1) member of the Union Grievance Committee, one (1) aggrieved employee and any witness shall be granted leave from duty with full pay for all meetings between the EMPLOYER and the UNION for the purpose of processing grievances when such meetings take place at the time when such members are scheduled to be on duty. Grievance leave from duty shall not exceed an aggregate total of sixty (60) hours per year. It shall be the responsibility of the Union President to control the usage and provide the Director of Human Resources and the Director of Finance and Administration with a monthly record of those hours expended from the "pool" during the preceding month by the individual(s) concerned.
3. The Executive Board members of the UNION shall have access to a "pool" of 120 hours per year of UNION business leave of absence time. Each of the members may draw upon this "pool" as may be required to conduct UNION business until such time as the 120 man-hours per year is exhausted. It shall be the responsibility of the Union President to control the usage and provide the Director of Human Resources with a monthly record of those hours expended from the "pool" during the preceding month by the individual(s) concerned.
4. Subject to scheduling conflicts, the EMPLOYER agrees to allow the UNION to use EMPLOYER property for UNION meetings.

## ARTICLE 18

### UNIFORM ALLOWANCE

1. The EMPLOYER shall provide all uniforms, turnouts and safety equipment needed by the EMPLOYEE. In addition, the EMPLOYER will replace said uniforms, turnouts and safety equipment on an as needed basis, as determined by the Fire Chief and consistent with paragraph two (2) below. Any replacement of uniforms, turnouts and/or safety equipment required because of the negligence or misuse by the EMPLOYEE, as determined by the Fire Chief, shall be at the sole expense of the EMPLOYEE.
2. The uniforms, turnouts and safety equipment will conform to all current safety standards such as, but not limited to, NFPA, OSHA, NIOSH and FEMA, etc.
3. The EMPLOYER shall pay each EMPLOYEE \$425.00 per year to cover costs for cleaning of said uniforms; payment to be made on the first payday in June.

## ARTICLE 19

### JURY DUTY

1. Any EMPLOYEE receiving notice of jury duty shall submit a copy of the notice to his/her supervisor promptly and shall work as much of his/her regularly scheduled shift as such jury duty permits.
2. EMPLOYEES appearing for jury duty shall receive their regular pay for the period of absence caused by jury duty and will remit jury duty checks (less their expenses for jury duty) to the Finance Division.

## ARTICLE 20

### ON-THE-JOB INJURY

1. In the event an EMPLOYEE is absent from work due to an on-the-job injury, illness, or occupational disease, which is accepted by the EMPLOYER'S Workers Compensation carrier, the EMPLOYER shall pay that EMPLOYEE the difference between awarded Temporary Total Disability (TTD) or Temporary Partial Disability (TPD) payments and the EMPLOYEE'S regular, base rate of pay for his/her current position, calculated at an average of 112 hours per pay period. An EMPLOYEE will be eligible for this supplemental compensation for a period of one hundred twenty (120) calendar days for each separate and unique injury, illness, or occupational disease, unless the following provisions apply: 1) he/she is able to perform his/her regular duties; 2) he/she is able to perform temporary alternative duties in the Fire Department; or 3) he/she becomes qualified to receive permanent disability compensation, whichever event occurs first. Payment of supplemental compensation will be applied retroactively to the first day of eligibility for TTD or TPD. During such period, the EMPLOYEE will accrue sick and vacation benefits as if he/she were in full pay status. Further, during such period the EMPLOYER will continue its full contribution toward the EMPLOYEE'S group medical insurance coverage. The EMPLOYEE may remain in full pay status by endorsing his/her Worker's Compensation TTD/TPD check over to the EMPLOYER. The EMPLOYER will then pay the EMPLOYEE an amount equal to the TTD/TPD payment and the supplemental compensation.
  - (a) The EMPLOYER recognizes that an EMPLOYEE must be on medically certified leave from work for at least five (5) days due to an accepted on-the-job injury, illness, or occupational disease, before he/she is eligible for TTD/TPD. Under these circumstances, the EMPLOYER will pay an EMPLOYEE his/her full regular salary for up to the first five (5) days of absence. If an EMPLOYEE subsequently becomes eligible for TTD/TPD for these days, he/she will endorse that Worker's Compensation check over to the EMPLOYER.

(b) EMPLOYEES performing temporary alternative duties in the Fire Department may work an altered schedule, dependent upon their medical restrictions and the alternative duty assignment. EMPLOYEES will remain in full pay status while performing alternative duties in the Fire Department, even if their medical restrictions call for less than a full day of work. EMPLOYEES working temporary alternative duties will continue to accrue sick and vacation benefits, as they are in full pay status. The EMPLOYER will also continue its full contribution toward the EMPLOYEE'S group medical insurance. If an employee receives TTD/TPD for these days, he/she will endorse that Worker's Compensation check over to the EMPLOYER.

2. If an EMPLOYEE continues to be absent from work due to an on-the-job injury, illness, or occupational disease after receiving supplemental compensation one hundred twenty (120) calendar days, the EMPLOYEE may continue to remain in a full pay status for an additional ninety (90) calendar days by using accrued sick, vacation and/or comp time at the rate of one-half (1/2) the amount charged per shift in conjunction with TTD/TPD payments. The EMPLOYER shall then pay the EMPLOYEE an amount equal to the difference between utilized sick, vacation and/or comp leave and TTD/TPD payments and the EMPLOYEE'S regular, base rate of pay for his/her current position, calculated at an average of 112 hours per pay period. An EMPLOYEE may elect to endorse his/her TTD/TPD check over to the EMPLOYER in exchange for his/her full paycheck as set forth above. Effective July 1, 2011, the UNION and the EMPLOYER have agreed to eliminate the provisions of this paragraph.
3. If an EMPLOYEE continues to be absent from work due to an on-the-job injury, illness, or occupational disease after the time periods set forth above, the EMPLOYEE may continue to remain in a full pay status by using accrued sick, vacation and/or comp time in conjunction with TTD/TPD payments. An EMPLOYEE may elect to endorse his/her TTD/TPD check over to the EMPLOYER in exchange for his/her full paycheck as set forth above.

4. If the EMPLOYEE exhausts all of his/her accrued sick, vacation and/or comp time, the EMPLOYEE may apply for, or be placed on, a medical leave of absence without pay for up to the maximum period specified under Article 42, section 3, a.
  
5. EMPLOYEES with an on-the-job injury which has been accepted by the EMPLOYER'S Workers Compensation carrier, that are found ineligible for TTD/TPD by the Worker's Compensation carrier or a hearing/appeal agency, are ineligible for supplemental compensation. These EMPLOYEES may apply for paid or unpaid sick or medical leave as specified under the provisions of Article 8, Sick Leave or Article 42, Leave of Absence. If all paid and/or approved unpaid leave has been exhausted, the EMPLOYEE shall immediately file all necessary paperwork to initiate the retirement process. If applicable, alternative duties in the Fire Department may apply. The EMPLOYEE, EMPLOYER and UNION shall work to expedite the retirement process.
  
6. Should an EMPLOYEE be rated by the Worker's Compensation carrier with a permanent partial disability or a permanent total disability that leaves the EMPLOYEE unable to perform all of the essential functions of his/her current position, the EMPLOYEE shall immediately file all necessary paperwork to initiate the retirement process. The EMPLOYEE, EMPLOYER and UNION shall work to expedite the retirement process.

## ARTICLE 21

### MILITARY LEAVE

1. Any EMPLOYEE who is an active member of the Nevada National Guard, or any reserve component of the United States Armed Forces, shall be relieved from his/her duties, upon request, to serve under orders on training duty without loss of pay or accrued time for a period not to exceed three (3) calendar weeks (8 shifts/192 hours) in any one fiscal year, and as provided by State and Federal laws without loss of seniority.
2. No more than one-sixth (1/6/) of the shift complement shall be scheduled off at any one time for vacation, compensatory time off and reasonably scheduled sick and/or military leave. No previously approved vacation shall be cancelled solely because another employee on the same shift is called up to military leave. Military leave granted in excess of one-hundred ninety-two (192) hours in any fiscal year will not prevent employees on the same shift from being approved for vacation/ compensatory time.
3. In the event of military activation by either the Governor of the State of Nevada or the President of the United States for any period of time, the EMPLOYEE shall be allowed to resume his/her normal duties without a loss of classification or seniority.

## ARTICLE 22

### 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 or in uniform. Political activity, for the purposes of this section of Article 22, is activity to elect or defeat any candidate, political party or ballot issue.

## ARTICLE 23

### RETIREMENT

The EMPLOYER will pay one hundred percent (100%) of all retirement contributions for EMPLOYEES covered under this contract as required by N.R.S. 286. No provision of this article shall be deemed to waive any provision of Chapter 286 of N.R.S. in respect to "Early Retirement".

## ARTICLE 24

### PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION

Progressive and corrective disciplinary action is designed to provide a fair and structured way for EMPLOYEES to improve their job performance and/or behavior which does not meet the standards or demands of their position and to provide a system for fair and equitable treatment of those EMPLOYEES who will not or cannot bring their performance up to expected standards.

1. It is the policy of the EMPLOYER, through a progressive and corrective discipline system, to give EMPLOYEES an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. An EMPLOYEE may be summarily dismissed (i.e. instant dismissal without notice) only in the event of gross misconduct.

The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior and the measures utilized will be commensurate with the deficiency to be corrected.

2. Progressive and corrective disciplinary action may begin at any of the steps defined below, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions.
  - (a) Verbal Warning/Reprimand - A verbal warning or reprimand is given to the EMPLOYEE for the first occurrence of a minor offense. The warning is administered by the EMPLOYEE'S immediate supervisor or Fire Chief.
  - (b) Written Warning/Reprimand - A written or formal warning is given to the EMPLOYEE in the first instance of more serious offenses or after repeated instances of minor offenses. The warning is administered by the EMPLOYEE'S immediate supervisor or Fire Chief. It states the nature of

the offense and specifies any future disciplinary action which will be taken against the EMPLOYEE if the offense is repeated within a specified time limit. A copy of the written warning is placed in the EMPLOYEE'S personnel file, but it is destroyed twelve (12) months following the date on which it was given if the intervening service has been satisfactory. The EMPLOYEE is required to read and sign the formal warning and has the right to appeal if the EMPLOYEE thinks the warning is unjustified.

(c) Suspension Without pay

(1) If, despite previous warnings, an EMPLOYEE still fails to reach the required standards in the specified time frame, the EMPLOYEE may be suspended without pay. Under suspension, the EMPLOYEE is barred from working for a period of time and his/her salary is docked accordingly. Suspension without pay actions could range from one (1) to ten (10) shifts for line personnel and one (1) to twenty (20) work days for eight (8) hour personnel.

(2) An EMPLOYEE may also be placed on suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the discharge and is generally utilized when the EMPLOYEE is suspected of gross misconduct or when his/her continued presence during the investigation period would be a disruption to normal airport business.

If the EMPLOYEE is found to have been suspended inappropriately, pay and benefits for the period of suspension will be reinstated (except that if insurance has lapsed, coverage for time passed cannot be reinstated).

3. Dismissal - An EMPLOYEE who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be terminated. In the case of a serious infraction (gross misconduct), an EMPLOYEE may be summarily dismissed (i.e. instant dismissal without notice) without benefit of the progressive and corrective discipline's sequence of lesser actions.

## ARTICLE 25

### PERSONNEL FILES

1. The EMPLOYER will maintain a personnel and health file on each EMPLOYEE.
2. Any EMPLOYEE has the right to review their personnel file and/or health file upon request in the Human Resources Division. This right is limited to the individual EMPLOYEE to review his/her own personnel file and/or health file. However, an EMPLOYEE may, with proper release forms, permit his/her personnel file and/or health file to be reviewed by a party so authorized, upon presentation of properly executed forms to the Director of Human Resources, which form shall be developed by the Human Resources Division.
3. EMPLOYEES are encouraged to place in their files any educational or other accomplishments that serve to recognize an achievement bearing on both the EMPLOYEE and the EMPLOYER.
4. Only those people working in the Human Resources Division, those people in the immediate chain of command of the EMPLOYEE, the President/CEO, the Executive Vice President/COO, and the Vice President of Operations and Public Safety shall have access to an EMPLOYEE'S files. In addition, the EMPLOYER'S authorized attorney/attorneys shall have the right to access an EMPLOYEE'S files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the EMPLOYEE.
5. Any RTAA person accessing an EMPLOYEE'S files shall sign a file entry roster unless the access is the normal day-to-day access made by EMPLOYEES working in the Human Resources Division.

6. Any derogatory materials placed in an EMPLOYEE'S files shall be copied to the EMPLOYEE. The time, date and name of the individual responsible for placing derogatory information into a file shall also be given to the EMPLOYEE.
7. Any EMPLOYEE under this policy, upon reviewing his/her personnel file and/or health file, who finds inaccurate or misleading material, may prepare and present to the Human Resources Division a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file and/or health file.
8. No information from any EMPLOYEE personnel file and/or health file may be given to a for-profit-business without the written permission of the EMPLOYEE.
9. Unless otherwise directed by the EMPLOYEE, the UNION shall be notified, within three (3) work days, of any disciplinary materials placed in an EMPLOYEE'S files.

## ARTICLE 26

### GRIEVANCE PROCEDURE

1. A grievance is a disagreement between an individual, or the UNION, and the EMPLOYER concerning interpretation, application or enforcement of the terms of this Agreement.
2. In the spirit of maintaining harmonious and cooperative relations, the parties agree they are committed to resolving disputes at the lowest level possible and will promptly attempt to adjust all grievances arising between them. Toward this end, the UNION shall notify the Fire Chief of any dispute to allow the Chief an opportunity to informally resolve the matter.

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 President/CEO on an informal basis.

For the purpose of attempting to resolve grievances prior to arbitration, the parties, prior to any of the steps and at each step, shall make full disclosure to each other all facts and evidence then known to them which bear on the grievance.

3. If the Fire Chief cannot informally resolve the matter, the UNION Grievance Committee shall proceed as follows:

Step 1: Within ten (10) work days of knowledge of the occurrence, the UNION may submit a signed written grievance to the Senior Director of Operations & Public Safety. Within five (5) days from the date the written grievance is received, the Senior Director of Operations & Public Safety shall hold a meeting with the UNION to review and discuss the grievance for attempted resolution. The above may occur

with or without the presence of the grievant. If the grievance is not settled within ten (10) work days of submission of the grievance to the Senior Director of Operations & Public Safety, the grievance will proceed to Step 2.

Step 2: Within five (5) work days following failure to settle the grievance under Step 1, the UNION may submit it to the President/CEO. Within five (5) days from the date the written grievance is received, the President/CEO or his/her designee shall hold a meeting with the UNION to review and discuss the grievance for attempted resolution. If the grievance is not settled within ten (10) work days of submission of the grievance to the President/CEO, the grievance will proceed to Step 3.

Step 3: Within five (5) work days following failure to settle the grievance under Step 2, the UNION may submit the grievance to mandatory mediation with the Federal Mediation and Conciliation Service (FMCS). This step (mandatory mediation) shall not apply to any grievance filed after June 30, 2009.

- a. The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one (1) party. If settlement is not possible, the mediator shall provide the parties with an immediate verbal advisory opinion and the mediator's reasons for the opinion. Such opinion would not be binding on the parties. The mediator's advisory opinion shall not be recorded or referred to in any part if the grievance is forwarded to arbitration and no

offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration.

- b. If the parties are unable to settle the grievance in the mediation process, the mediator will not be used as the arbitrator, under Step 4, below.
- c. Should the parties not agree on a date for mediation within 30 days of the submission of the grievance to mandatory mediation, the UNION may submit the grievance to arbitration and proceed with Arbitrator selection as provided for in Step 4, below. Prior to the arrival of the arbitration hearing date, the parties will continue to proceed with mandatory mediation.

Step 4: Within seven (7) work days following failure to settle the grievance under Step 3 (or if the parties could not agree on a date for mediation within 30 days of the submission of the grievance to mandatory mediation, per section 3.c., above), the UNION may submit the grievance to arbitration.

- a. With the mutual agreement of the parties, the time periods mentioned above may be extended.
- b. The Arbitrator shall be selected in the manner prescribed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted under the rules of the American Arbitration Association. The list of arbitrators may be obtained from the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS) at the option of the grievant. With the mutual consent of the parties, expedited arbitration may be used.

- c. The findings of this Arbitrator shall be final and binding on all parties concerned.
  - d. The costs of arbitration shall be borne as follows:
    - (1) 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.
    - (2) 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 shall specify the payor of costs.
    - (3) If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.
4. For the purpose of this Article, a "day" is defined as any calendar day except Saturdays, Sundays or holidays.

ARTICLE 27

INSURANCE

1. The EMPLOYER agrees to pay the monthly premiums (up to the maximums as indicated in 2, below) for the following insurance benefits for each covered bargaining unit EMPLOYEE:
  - a. Medical Insurance
  - b. Dental Insurance
  - c. Vision Insurance
  - d. Employee Life & AD&D Insurance (\$40,000)
  - e. Dependent Life Insurance (\$10,000)
  
2. The EMPLOYER shall pay the monthly premiums for the coverage listed in 1.a. – 1.e., above, up to the following maximum:

<u>COVERAGE</u>	<u>F/Y</u> <u>2010/2011</u>
Employee Only	\$1235
Employee + 1	\$1360
Employee + 2	\$1410
Employee + 3 or more	\$1435

If any coverage listed in 1.a. – 1.e., above, is discontinued, the EMPLOYER shall reduce the monthly premium maximum in 2, above, proportionately. The EMPLOYEE will be responsible for any premium amount in excess of the EMPLOYER maximums via automatic payroll deduction.

3. The UNION is responsible for obtaining their own insurance program. The UNION may participate in the existing EMPLOYER group insurance program(s), within the limitations of applicable enrollment periods and provisions of the insurance contract.

4. The following provisions shall apply:
- (a) The EMPLOYER retains the right to audit any books or financial statements of the insurance plan provider, its insurance carrier(s), and/or administrator(s). If the results of any audit disclose that the actual premium for health insurance coverage for EMPLOYEES was lower than the amounts paid by the EMPLOYER during any period, then in such event the UNION shall reimburse to the EMPLOYER the amount of the difference between the actual premiums and the amounts paid by the EMPLOYER.
  - (b) The UNION agrees that it will provide the EMPLOYER, within ninety-six (96) hours upon receipt by the UNION, copies of all written correspondence (except Explanations of Benefits) involving the UNION'S insurance plan provider, insurance carrier(s), and/or administrator(s).
  - (c) The EMPLOYER agrees to deduct from the paychecks of each EMPLOYEE in the bargaining unit, who has signed the proper payroll deduction card, the amount that the EMPLOYEE designates to cover any EMPLOYEE coverage or EMPLOYEE plus dependent coverage. Upon receipt of an itemized invoice from the UNION, the EMPLOYER agrees to pay by the fifteenth (15<sup>th</sup>) day of each month the amount of the premium due for each covered EMPLOYEE up to the amounts stated in paragraph 2, above. Such payment shall be made directly to the appropriate insurance plan provider.
5. The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, judgments or grievances brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER or the UNION with respect to health insurance outside those specific requirements set forth above. The UNION also agrees to hold the EMPLOYER harmless for any and all insurance claims arising during the lifetime of their insurance contract should the UNION desire to be part of the EMPLOYER insurance group.

## ARTICLE 28

### PAYROLL DEDUCTIONS

1. The EMPLOYER agrees to deduct bi-weekly dues in the amount certified to be current by the Treasurer of the UNION from the pay of those who individually request in writing that such deductions be made. The EMPLOYER will not honor any blanket request by the UNION for payroll deductions.
2. The total amount of deductions shall be remitted by the EMPLOYER to the Treasurer of the UNION by the deposit of said deductions to the bank account of the UNION, the bank to be designated by the Treasurer of the UNION, as soon as reasonably possible after the end of the pay period in question.
3. This authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement; provided, however, individual EMPLOYEE may rescind a request that dues be deducted at any time and such written rescission will be honored by the EMPLOYER.
4. The UNION will indemnify, defend, and hold the EMPLOYER harmless against any claims made and against any suits instituted against the EMPLOYER on account of any action taken or not taken by the EMPLOYER in good faith under the provisions of this Article.
5. The EMPLOYER agrees to provide an automatic payroll check deposit program. Those EMPLOYEES wishing to participate in this program will have the net amount of their paycheck automatically deposited to their bank account. This automatic deposit will occur Friday morning of the payday week. Automatic deposits can be made by the EMPLOYER to any bank or savings and loan with a bank routing number. On payday, instead of a paycheck, participating EMPLOYEES will receive a paper or electronic voucher detailing their gross pay, deductions, and sick and vacation hour balances.

6. The EMPLOYEE'S earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate UNION dues. When a member, in good standing of the UNION 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 UNION dues.

## ARTICLE 29

### EDUCATION AND DEVELOPMENT

An EMPLOYEE will be reimbursed for educational training courses taken subsequent to approval of the Fire Chief and Director of Human Resources pursuant to the following:

1. The training must be related to the required skill or education for the EMPLOYEE'S current position or to a logical career path with the EMPLOYER.
2. Only a full-time EMPLOYEE will be eligible for reimbursement for course work after successful completion of the probationary period. Further eligibility may be determined by the Fire Chief in accordance with the departmental training program approved by the President/CEO.
3. No EMPLOYEE will be reimbursed more than \$1500.00 per fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship or grant-in-aid.
4. Reimbursable expenses shall be restricted to tuition and course fees. While courses shall be normally taken on the EMPLOYEE'S own time, exception may be granted by the Fire Chief, in which case hours from work must be deducted from earned vacation or be recorded as an unpaid, excused absence.
5. To obtain reimbursement, a course must be taken from a recognized and accredited school. Reimbursement will be effected upon presentation of evidence to substantiate the expense, evidence of passing grade.

## ARTICLE 30

### PERSONNEL REDUCTION

In the event of a personnel reduction in accordance with Article 2(1)(b), such reduction shall be effected as follows:

1. The EMPLOYEE with the least seniority in the affected classification shall be laid off first; provided that for the purpose of this Article, Subsection (1) only, Driver/Operators and Fire Fighters shall be considered in the same classification.
2. Any EMPLOYEE being laid off shall have the option of accepting a voluntary demotion to a lower classification within the Fire Department.
3. If an EMPLOYEE being laid off elects to accept a voluntary demotion, then the EMPLOYEE in the lower classification with the least total seniority with the EMPLOYER shall be laid off and if the demoted EMPLOYEE has the least total seniority with the EMPLOYER he/she will be the one to be laid off.
4. No new EMPLOYEE shall be hired until the last laid off EMPLOYEE has been given the opportunity to return to work.

ARTICLE 31

ACTING IN A HIGHER CLASSIFICATION

1. Those EMPLOYEES who are ordered to fill a higher classification due to the absence or incapacitation of the incumbent of the higher classified position shall be entitled to an increase of five percent (5%) in salary for the time acting in such higher classified position. However, no acting pay will be provided until the EMPLOYEE has worked in the higher classified position for a minimum of three (3) consecutive shifts. In that event, the pay will be retroactive to the date the EMPLOYEE first acted in the higher position.
  
2. The EMPLOYER shall consider, as a minimum, the following factors in determining whether the EMPLOYEE shall be ordered to fill a higher classification.
  - (a) The level of responsibility of the higher classification being filled;
  
  - (b) The necessity of temporarily filling the higher classified position; and
  
  - (c) Whether the responsibilities can temporarily be absorbed by peers or superiors.

ARTICLE 32

NO STRIKES/NO LOCKOUT

1. Neither the UNION nor any EMPLOYEE covered by this Agreement will promote, sponsor, or engage in any strike against the EMPLOYER; 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 on any other intentional interruption of the operations of the EMPLOYER regardless of the reason for so doing.
  
2. The EMPLOYER will not lock out any EMPLOYEES during the term of this Agreement as a result of a labor dispute with the UNION.

## ARTICLE 33

### TRANSFERS

1. If a vacancy occurs on a particular shift, then the EMPLOYER will post the vacancy for ten (10) work days in the station. The EMPLOYER will give first consideration to EMPLOYEE requests in filling the vacancy.
2. Nothing herein shall be construed to reduce the authority of management to transfer or assign EMPLOYEES under N.R.S. 288 and the Management Rights clause.

ARTICLE 34

EXCHANGE OF TIMES

1. Represented EMPLOYEES shall have the right to exchange time in the event that it does not interfere with the operation of the Fire Department.
2. No obligation, financial or otherwise, shall accrue to the EMPLOYER on account of such exchange of time.
3. Nothing herein shall be construed to diminish the EMPLOYER'S management rights under N.R.S. 288 or the Management Rights clause hereof.

## ARTICLE 35

### 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) shifts off with pay per occurrence without loss of any accrued time. The immediate family shall be defined as a spouse, parent, sibling, child, grandchild and grandparent, or any other person living in his/her home.

## ARTICLE 36

### POLYGRAPH EXAMINATIONS

No EMPLOYEE shall be compelled to submit to a polygraph examination against his/her 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 Reno-Tahoe Airport Authority does not compel Fire Department personnel to submit to polygraph examinations." This article, however, does not apply to applicants in the hiring process.

**ARTICLE 37**

**AMENDING PROCEDURE**

It is agreed that no provision of this Agreement may be amended without the mutual agreement of the parties.

ARTICLE 38

PREVAILING RIGHTS

1. Benefits, including present working conditions, previously existing will not be diminished by any provision or failure of any provision of this Agreement, without mutual consent of the parties.
2. There will be no change in any matter covered by this Agreement without the mutual consent of the parties.
3. There will be no change in any matter within the scope of representation without negotiations as required by N.R.S. 288.

## ARTICLE 39

### COMMUNICABLE DISEASE

1. In the event an EMPLOYEE covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, he/she has been exposed to, or is the carrier of a serious communicable disease; the EMPLOYEE may be relieved of duty without the loss of any pay or sick leave, and shall be taken immediately to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the supervisor to determine if or when the EMPLOYEE is permitted to leave duty for this purpose.
2. The EMPLOYEE shall be provided with preventive measures designed to protect the EMPLOYEE against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood tests, and medical equipment such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. The use of protective equipment may be required by a supervisor if it appears the non-use of this equipment may endanger the EMPLOYEE or another EMPLOYEE. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the EMPLOYEE, and the EMPLOYER shall not be held responsible for any consequences to the EMPLOYEE as a result of the EMPLOYEE having or not having received any vaccinations or tests. This does not waive the EMPLOYEE'S rights under Workers' Compensation.

ARTICLE 40

CONSOLIDATION

The EMPLOYER agrees to negotiate, including binding arbitration, with UNION representatives over the impact and effect on represented EMPLOYEES on any decision to consolidate, contract, subcontract, etc. us with any other fire department/agency.

## ARTICLE 41

### SAVINGS CLAUSE

1. This Agreement is the entire agreement of the parties.
2. Should any provision 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 full force and effect until otherwise canceled or amended.
3. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise in the location or place of business of either party.

## ARTICLE 42

### LEAVE OF ABSENCE

Leaves of Absence are available to accommodate the compelling needs of EMPLOYEES when other forms of allowable absence are not available.

1. In all cases, the EMPLOYER'S Family and Medical Leave Act (FMLA) shall apply as a minimum, if applicable.
2. Leaves of absence with pay may be granted for medical purposes. Use of accrued sick leave (leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) work days duration, it becomes a medical leave of absence and must meet criteria for leave of absence as well as criteria for general use of sick leave. A doctor's statement may be required when applicable as determined by the EMPLOYER. Upon exhausting accrued sick leave an EMPLOYEE may request a medical leave without pay.
3. Leaves of absence without pay may be granted by the President/CEO for medical disability when an EMPLOYEE has exhausted paid sick leave or for personal reasons. Policies regarding each are as follows:

- (a) Medical - Medical leaves of absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption.

Medical/disability leaves of absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of 180 calendar days.

- (b) Personal - Leaves of absence without pay for purposes other than medical/disability may be granted at the discretion of the Fire Chief with approval of the President/CEO.

- (1) An EMPLOYEE who requests a leave of absence for vacation or similar purposes is required to exhaust accrued vacation time prior to the start of an unpaid leave of absence of more than five (5) work days. An EMPLOYEE who requests a leave of absence for personal emergency or similar purposes is not required to exhaust vacation time prior to the leave. Whether the reason for the leave of absence requires prior use of accrued vacation shall be at the Fire Chief's discretion. However, in all cases where a leave in excess of ninety (90) calendar days is requested, vacation accrual must first be exhausted.
- (2) Personal leaves of absence without pay may be granted for a maximum of six (6) months.

4. Effect of Leave of Absence Without Pay on EMPLOYEE Benefits:

- (a) Time spent on an unpaid leave of absence of over thirty (30) calendar days will not be counted as time employed in determining an EMPLOYEE'S eligibility for benefits that accrue on the basis of length of employment.
- (b) An EMPLOYEE on an unpaid leave of absence of over thirty (30) calendar days will not accrue vacation or sick leave during the leave of absence.
- (c) An EMPLOYEE on an unpaid leave of absence of over thirty (30) calendar days shall not be entitled to receive EMPLOYER paid group insurance premiums, but is entitled to assume the premium payments if the insurance policy allows. The EMPLOYEE must agree in writing to assume the premium payment.

- (d) Upon notifying the EMPLOYER of his/her intention to return to employment an EMPLOYEE shall be reinstated to his/her original job.
- (e) Upon return from any unpaid leave of absence over thirty (30) calendar days, the EMPLOYEE'S anniversary date will be adjusted by the amount of time out of pay status.

5. Procedures and Responsibilities

- (a) EMPLOYEE - EMPLOYEES seeking a leave of absence are required to:
  - (1) Notify the Fire Chief as far as possible in advance of the need for a leave of absence.
  - (2) Obtain and complete an "Absence Request" form and submit it for approval to the Fire Chief (forms available from Human Resources or Supervisor).
  - (3) Provide support documentation such as physician's written statement, military orders, adoption papers, etc. (if applicable).
  - (4) If approved, maintain contact with the EMPLOYER during the leave regarding prognosis and/or possible return date. Notify supervisor at earliest possible date of intended date of return.
  - (5) If an extension of the leave of absence becomes necessary, a written request must be submitted to the supervisor prior to the expiration of the leave of absence.

(b) Supervisor - The EMPLOYEE'S captain will review the "Absence Request" and forward it to the Fire Chief with his/her recommendation/ comments.

(1) The Fire Chief will review and act upon a request for leave of absence in consideration of the following factors:

(i) The purpose for which the leave is requested;

(ii) The length of time the EMPLOYEE will be away; and

(iii) The effect the leave will have on the ability of the department to carry out its responsibilities.

(2) The Fire Chief may approve a leave of absence without pay of five (5) calendar days or less.

(3) A leave of absence without pay over five (5) calendar days must have recommendation from the Fire Chief and Director of Human Resources and be approved by the President/ CEO.

(4) Approved requests are forwarded to the Human Resources Division for appropriate disposition.

(5) The captain will ensure that a properly coded time sheet is submitted biweekly to the Finance Division during the duration of the approved leave.

6. The Fire Chief may approve twenty-four (24) hours of leave to an EMPLOYEE for emergency leave, without loss of any accrued time.

ARTICLE 43

DEFERRED COMPENSATION/CAFETERIA PLAN

EMPLOYEES are eligible to participate in the deferred compensation program that the EMPLOYER has implemented.

EMPLOYEES are eligible to participate in the Reno-Tahoe Airport Authority 125 Cafeteria Plan that the EMPLOYER has implemented. EMPLOYEES are only eligible to participate in the following areas: Medical Insurance Premium Plan, Dependent Care Assistance Plan, and the Medical Expense Reimbursement Plan.

ARTICLE 44

INCENTIVE PAY

1. EMPLOYEES will be granted incentive pay as follows:

<u>Incentive Category</u>	<u>Annual Incentive Pay Rate</u>
Current EMT D Certification	\$400.00
Current Haz Mat Operation Level Certification	\$400.00
Current Instructor Certification	\$400.00
1. EMS Instructor	
2. CPR and First Aid Instructor	
3. Haz Mat and Confined Space Instructor	

2. EMPLOYEES are eligible to receive incentive pay for all three (3) of the above categories, for a total of no more than \$1200.00 in annual incentive pay. EMPLOYEES are eligible to receive incentive pay for only one (1) current Instructor Certification Subcategory and incentive pay for Instructor Certification will not be compounded for those EMPLOYEES having multiple Instructor Certifications. To receive the Instructor Certification incentive pay, the EMPLOYEE must remain certified and teach a class in which he/she is an instructor in his/her certification. EMPLOYEES must have a certification for the entire fiscal year to receive incentive pay for that. Each July 1, the UNION will provide Human Resources with a summary sheet indicating each incentive pay category EMPLOYEES are eligible for, with a copy of each EMPLOYEE'S current certification attached.
3. EMPLOYEES shall receive incentive pay on the last payday in June for that fiscal year's certification and instruction.
4. Any employee who is hired after July 1, 2008 will be required to have an EMT certification as a minimum qualification for any position and will not be eligible for the incentive pay described in paragraph 1, above.

ARTICLE 45

LONGEVITY PAY

1. EMPLOYEES hired prior to July 1, 2008 will be granted longevity pay as indicated below. EMPLOYEES hired July 1, 2008 or later will not be eligible for Longevity Pay.

<u>Years of Continuous Service</u>	<u>Annual Longevity Pay Rate</u>
5 years but less than 10 years	\$750.00
10 years but less than 15 years	\$1250.00
15 years or more	\$1750.00

2. EMPLOYEES shall receive longevity pay on the last payday in June of each fiscal year based on longevity as of the last payday in June as long as the employee was in pay status the entire fiscal year.
3. Years of service for calculation of longevity pay shall include the full time service with the EMPLOYER, including time an EMPLOYEE was on layoff status prior to July 1, 1998.

ARTICLE 46

LEGAL INDEMNIFICATION

1. If a member of the bargaining unit is a defendant in a civil action resulting from the performance of his/her duties, the EMPLOYER shall to the extent required by NRS 41.0349 indemnify him/her for any Losses incurred in such civil action.
2. Such indemnification shall not apply unless: (1) the person submits a timely request for a defense in accordance with NRS 41.0339; (2) the person cooperates in good faith in the defense of the action; (3) the act or omission was within the scope of his/her public duty; and (4) the act or omission was not wanton or malicious.
3. Such indemnification shall not apply to any claim or award of punitive damages.

## ARTICLE 47

### DURATION

1. This Agreement shall become effective and retroactive to July 1, 2010 and shall continue until June 30, 2012, except as otherwise provided below.
2. This Agreement shall automatically be renewed from year to year thereafter. If either party desires to make a change, the party shall notify the other party in writing of the Article and/or Section of that Article desired to be negotiated.
3. If either party desires to negotiate changes in any Article or Section of this Contract, it shall give written notice to the other party of the desired changes before February 1 of each year, provided that during the term of this agreement no Article and/or Section of that Article shall be negotiated without the parties mutual consent.
4. The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial factfinder at any time for his/her findings. The factfinder shall make recommendations of the unresolved issues.
5. If the parties have not reached an agreement within ten (10) work days after the Factfinders Report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) work days after the final offers are submitted, accept one of the written statements, and shall report his decision to the parties.
6. The Impartial Factfinder and the Binding Arbitrator shall be from the American Arbitration Association and all hearings shall be conducted by A.A.A. rules. The list of arbitrators may be obtained from the Los Angeles Regional Office or the San Francisco Regional Office.

7. In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.

ARTICLE 47 (A)

DURATION (A)

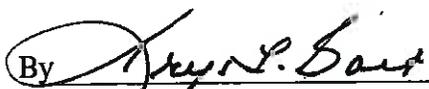
1. The parties agree that both the UNION and the EMPLOYER may reopen, for negotiation, up to four (4) Articles each, for the 2011/2012 fiscal year.
2. If an Article and/or section of an Article is to be opened, then the notice and procedures provided by Article 47 shall apply.

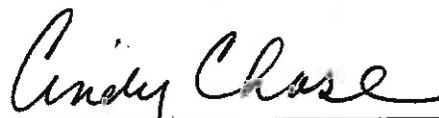
SIGNATORIES TO AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

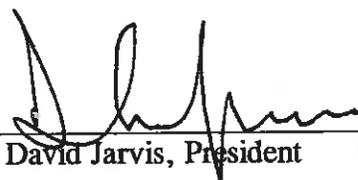
Dated this 7<sup>th</sup> day of April, 2010.

RENO-TAHOE AIRPORT AUTHORITY

By   
Krys T. Bart, A.A.E., President/CEO

By   
Cindy Chase, Director of Human Resources

RENO AIRPORT FIRE FIGHTERS ASSOCIATION, IAFF LOCAL 2955

By   
David Jarvis, President

By   
Chris Bordes, Vice President

APPENDIX A

SALARY SCHEDULE FOR PERSONNEL COVERED BY THIS AGREEMENT  
EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2012

LINE PERSONNEL

Fire Fighter					\$67,261.75
Driver/Operator					\$74,302.55
Captain					\$84,193.54
	<u>Entry</u>	<u>1 Year Anniversary</u>	<u>2 Year Anniversary</u>	<u>3 Year Anniversary</u>	<u>4 Year Anniversary</u>
Fire Fighter	41,685.30	48,079.41	54,473.52	60,867.64	67,261.75
Driver/Operator	46,472.72	53,430.17	60,387.62	67,345.31	74,302.55
Captain	53,196.88	60,946.16	69,400.37	76,444.69	84,193.54

SALARY SCHEDULE FOR PERSONNEL COVERED BY THIS AGREEMENT  
EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2014

LINE PERSONNEL

Fire Fighter					\$69,077.82
Driver/Operator					\$76,308.72
Captain					\$86,466.77
		1 Year	2 Year	3 Year	4 Year
Fire Fighter	<u>Entry</u>	<u>Anniversary</u>	<u>Anniversary</u>	<u>Anniversary</u>	<u>Anniversary</u>
	42,810.80	49,377.55	55,944.31	62,511.07	69,077.82
Driver/Operator	47,727.48	54,872.78	62,018.09	69,163.63	76,308.72
Captain	54,633.20	62,591.71	71,274.18	78,508.70	86,466.77