



LABOR AGREEMENT

July 1, 2016 – June 30, 2019

CITY OF RENO
AND
RENO FIREFIGHTERS LOCAL 731
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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AGREEMENT BETWEEN THE CITY OF RENO AND
THE RENO FIREFIGHTERS LOCAL 731
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
July 1, 2016 – June 30, 2019

ARTICLE 1. PREAMBLE:

(a) 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 Fighters Local 731 (IAFF), hereinafter referred to as the Union.

(b) 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.

(c) The Union and the City will act in good faith and with a cooperative attitude to improve the quality and efficiency of fire protection for citizens of Reno.

(d) The City of Reno and the Reno Fire Fighters Association, IAFF Local 731, agree to work collaboratively on the preservation and funding of the Firefighter Heart/Lung Legislation. Both parties agree to work together at the Nevada Legislature to achieve these ends.

ARTICLE 2. MANAGEMENT RIGHTS:

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

- (1) The rights to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer as a form of discipline.
- (2) 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.
- (3) The right to determine:
 - a. Appropriate staffing levels and work performance standards, except for safety considerations;
 - b. The content of the workday, including without limitation

workload factors, except for safety considerations;

- c. The quality and quantity of services to be offered to the public; and
- d. The means and methods of offering those services.

(4) Safety of the public.

(b) Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, 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.

(c) 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.

(d) 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.

(e) Contract provisions presently existing in signed and ratified agreements as of May 15, 1975, at 12:00 P.M. shall remain negotiable.

ARTICLE 3. RECOGNITION:

The City hereby recognizes the Union as the exclusive bargaining agent for all non-supervisory, supervisory, and emergency support services personnel engaged in fire prevention, suppression and fire equipment/apparatus repair and maintenance in the Reno Fire Department.

The City hereby recognizes the Union as the exclusive bargaining agent for all non-supervisory, supervisory, and emergency support services personnel employed by the City of Reno to provide emergency medical services.

ARTICLE 4. HOURS OF DUTY:

(a) 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 workweek of fifty-six (56) hours.

(b) Non-line employees shall be assigned duty for a total of two

thousand eighty (2080) hours per year, or, regardless of shift arrangement, an average workweek of forty (40) hours.

Fire Prevention personnel shall be assigned either a 4/10 or a 5/8 work schedule, and their regular work days shall be Monday through Friday. Regular Days Off (RDO's) shall be assigned based on seniority and staff balancing. The schedule assignment shall be based on seniority and staff balancing, and shall be assigned by the Fire Chief, or his/her designee. If any change to a Fire Prevention employee's assigned work schedule is needed, as determined by the Fire Chief, or his/her designee, the employee shall be noticed fourteen (14) days prior to the effective date of the change.

Except during emergency situations, Fire Prevention personnel shall be permitted to take one (1) thirty (30) minute paid lunch break and two (2) fifteen (15) minute breaks or rest periods during each work day. Fire Prevention personnel may, at his/her discretion, combine one or both of the fifteen (15) minute breaks with the thirty (30) minute lunch break.

(c) Fair Labor Standards Act (FLSA). All time off for which the employee provides his/her 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 pursuant to Article 7. Holidays. It is agreed that the work period for the Fair Labor Standards Act (FLSA) is a negotiable item, (per Settlement Agreement 85-29).

(d) The work period for line employees shall consist of six (6) consecutive days during which an employee works a total of forty-eight (48) on duty hours scheduled in two (2) twenty-four (24) hour work shifts as follows:

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

The above work schedule will be referred to as the 48/96 Work Schedule.

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 twelve (12) day cycle.

ARTICLE 5. VACATION:

(a) Line employees will earn vacation benefits as follows:

Years of Continuous Service	Vacation Earnings Rate Per Biweekly Pay Period
Less than 5 Years	7.0 Hours
5 Years but less than 10 Years	8.5 Hours
10 Years but less than 15 Years	10.5 Hours
15 Years but less than 20 Years	11.5 Hours
20 Years or more	13.0 Hours

Vacation credits shall accrue for each pay period the employee is in full pay status a major portion of his/her regularly scheduled biweekly hours.

(b) Non-line employees will earn vacation benefits as follows:

Years of Continuous Service	Vacation Earnings Rate Per Biweekly Pay Period
Less than 5 Years	4.5 Hours
5 Years but less than 10 Years	5.5 Hours
10 Years but less than 20 Years	7.5 Hours
20 Years or more	8.5 Hours

Vacation credits shall accrue for each pay period the employee is in full pay status a major portion of his/her regularly scheduled biweekly hours.

(c) 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. Any earned hours in excess of the twenty-four (24) month maximum accrual shall be paid directly to the employee in the first full pay period following the ending of each fiscal quarter at the employee's discretion at his/her regular hourly rate.

An employee shall be paid at his/her 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.

Upon request of the employee, and with the approval of the Fire Chief or his/her 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/her designee, the above one (1) year minimum accrual may be waived.

- (d) An employee may combine the use of vacation leave with accrued holiday/C.O.T. when absenting themselves from work.

Requests for vacation and holiday/C.O.T. must be submitted more than twelve (12) hours in advance of the time being requested off. When an employee provides his/her qualified relief, the above required notice are waived.

For vacation and holiday/C.O.T. without relief, no more than "one-sixth (1/6th) plus two (2)" of assigned shift strength shall be released at any one time, if requested and provided no emergency circumstance(s) exist. For purposes of this paragraph, calculations shall be rounded to the nearest whole number. Expansion of this limitation may be approved by the Fire Chief or his/her designee. An employee may take vacation time or holiday/C.O.T. where the employee provides his/her own qualified relief person. The replacement person will be paid at the absent employee's regular hourly rate of pay from the absent employee's bank of hours.

- (e) Vacation and holiday/C.O.T. time off without relief will not be allowed in increments of less than six (6) continuous hours.
- (f) On a daily basis, the department will fill all vacancies requiring non-emergency call-back consistent with Article 46 below.
- (g) 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 permanent full-time employee.
- (h) Upon termination of employment, each employee shall be compensated at his/her regular hourly rate for his/her total vacation hours accrued.
- (i) Employees voluntarily separated from the City shall lose all rights for computing prior service upon reemployment by the City.
- (j) The Fire Department shall establish three (3) lists, one (1) showing seniority within the Department and one (1) each showing seniority within each

suppression division. These divisional lists shall be used for vacation scheduling. The most senior employee within each division shall have first choice of vacation. Employees hired after the effective date of consolidation shall be placed on the combined Department seniority list, and shall draw vacations in order of seniority after all current employees. The seniority lists shall be brought up to date annually and posted on the fire station bulletin boards.

ARTICLE 6. SICK LEAVE:

(a) Each line employee shall be entitled to earn sick leave benefits at the rate of seven (7) hours per biweekly pay period. Earned sick leave may accumulate after deducting sick leave used by the employee during that period. An employee must be in full pay status a major portion of his/her regularly scheduled biweekly hours to be credited with sick leave for that period.

(b) Each non-line employee shall be entitled to earn sick leave benefits at the rate of four (4) hours per biweekly pay period. Earned sick leave may accumulate after deducting sick leave used by the employee during that period. An employee must be in full pay status a major portion of his/her regularly scheduled biweekly hours to be credited with sick leave for that period.

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

- (1) 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, grandparent, brother or sister or grandchild.
- (2) 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/her 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.
- (3) 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.

(d) 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 that pay period is credited.

(e) Upon termination of employment each employee shall be compensated at a rate of one hundred percent (100%) for accrued sick leave hours. All funds shall be included in the employee's post-employment health plan account. If an employee is terminated for cause, the employee shall be compensated for fifty percent (50%) of accrued sick leave hours.

- (1) If an employee transfers from forty (40) hours to fifty-six (56) hours, or vice versa, the limit will be in proportion to the number of hours worked, such as line personnel on fifty-six (56) hours transferring to a forty (40) hour position would be limited to 40/56 of the hours allowed under the fifty-six (56) hour rate, or if a person transfers from the forty (40) hour rate to the fifty-six (56) hour rate, the reverse would apply.

(f) No limit of accrual is placed on sick leave required for use by the employee as set forth in subparagraphs (a) and (b).

(g) For each pay period wherein an employee does not use any sick leave, the City shall credit twenty-five dollars (\$25.00) into said employee's post-employment health plan account. Said credit will be accumulated and paid the first pay period following the last full pay period of the quarter.

It is further agreed that, for purpose of this sick leave credit program, use of the Worker's Compensation disability leave provided in Article 17, paragraph (a) will not be considered sick leave usage.

ARTICLE 7. HOLIDAYS:

- (a) Each employee shall be entitled to holiday compensation for the following holidays: (except that the holiday for 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)
Presidents' Day (Third Monday in February)
Floating Holiday to be taken during a fiscal year
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Nevada Day (the last Friday in October)
Veteran's Day (November 11)

Thanksgiving Day (Fourth Thursday in November)
Family Day (Fourth Friday in November)
Christmas Day (December 25)

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

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

- (b) Each line employee shall be entitled to receive twelve (12) hours pay or twelve (12) hours of Holiday Time and each non-line employee shall be entitled to receive equivalent pay or Holiday Time at their regular hourly rate of pay for each holiday, based on their assigned work schedule. (INTENT: to be equivalent to one full day/shift off.) The employee shall elect pay or Holiday Time. Said payment shall be made with the regular paycheck for the pay period within which the holiday occurs. Holiday Time shall be banked in a Holiday Time Bank. Holiday Time may be accumulated; provided that no employee may accumulate earned Holiday Time in excess of the number of Holiday Time hours accrued in twenty-four (24) months.
- (c) Should any non-line employee be required by order of his/her department head to work on any of the above-named holidays, if eligible for holiday pay, in addition to this holiday pay, he/she shall receive one and one-half (1-1/2) times his/her 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/she is regularly scheduled for a normal workday.
- (d) When qualified line relief personnel is used to provide an employee with his/her holiday time off, the relief employee shall receive the compensation that the employee taking time off would have been entitled to receive had he/she not taken his/her holiday time off.
- (e) The use of straight shift trades shall be limited by the hours in which any employee becomes negative in hours worked. The maximum number of hours any line or non-line employee may become negative in hours shall be two hundred forty (240) negative hours. Negative hours are accumulated by taking off on straight trade and owing another member for hours covered by that employee. There shall be no limit on the number of straight shift trades so long as any member does not exceed two hundred forty (240) negative hours. The negative hours shall not zero annually. Negative hours accumulated, but that cannot be paid back due to circumstances out of an employee's control, (i.e., retirement, promotion, termination, disability, etc., of an employee to whom hours are owed) shall be removed from the employee's negative hours bank. Tracking of those hours shall be the responsibility of management.

It is further agreed that the Fire Chief, or his/her designee, may approve straight

shift trades in excess of an employee having more than two hundred forty (240) negative hours for bona fide educational purposes, union business, military leave, injury/disability replacement, or any other request the Fire Chief, or his/her designee deems reasonable.

ARTICLE 8. SALARIES:

All employees will be paid on each biweekly Friday, with salary computed through 0800 the preceding Friday. The amount of pay will be 1/26th 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.

- (a) Appendix A-1 attached hereto and incorporated herein shall be the schedule of biweekly salaries for employees covered by this Agreement.
- (b) Effective the first full pay period in July 2016, the salary schedules will reflect an increase of four percent (4%).
- (c) Effective the first full pay period in July 2017, the salary schedules will reflect an increase of two percent (2%).
- (d) Effective the first full pay period in July 2018, the salary schedules will reflect an increase of two percent (2%).

ARTICLE 9. OVERTIME COMPENSATION:

- (a) 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.

- (1) Employees (line and non-line) called back for non-emergency purposes shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time hourly rate. In no case shall an employee called back for non-emergency purposes be paid more than one and one-half (1 ½) times the employee's straight time hourly rate for such overtime hours worked.

- (2) For all other types of overtime hours not specifically addressed in subparagraph (1), employees (line and non-line) shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time hourly rate for each hour or portion thereof worked in excess of regularly scheduled workweek hours.

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

- (b) The employee shall have the option of receiving overtime compensation for overtime hours worked, or taking equivalent compensatory time off at the applicable rate in lieu of cash. The employee will notify the City before the end of the pay period 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.

- (c) Overtime will be added to the payroll for the period during which the overtime is performed. If time is lost during the regular workweek 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 except as provided in (e) below. All overtime must have previous authorization of the City's Fire Chief if compensation therefore is to be effected.
- (d) 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.
- (e) Any employee who accepts a request by his/her supervisor to work during hours outside his/her regularly scheduled straight time hours on the day in question, which hours will not about his/her regularly scheduled shift hours on that day, will receive a minimum of two (2) hours pay at the applicable hourly rate.
- (f) Any employee who reports for work on his/her scheduled day or for previously scheduled recall shall receive a minimum of two (2) hours pay for each such incident, at the applicable rate, where the City cannot provide work for the employee.
- (g) Employees will be compensated for 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.

ARTICLE 10. WORK RULES:

- (a) The City may adopt rules and regulations and issue directives and bulletins, 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 Union may request meetings to discuss their 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.
- (b) 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 in a manner of proper index, consecutive number and date of issue. Said manuals shall be updated no less frequently than annually. The City shall cause to be provided electronic copies of the above mentioned manuals to the City intranet fire department specific site and to the Union.

ARTICLE 11. NON-DISCRIMINATION:

It is a prohibited practice for a local government employer or its designated representative or the Union, willfully, to discriminate because of race, color, creed, religion, sex, sexual orientation, marital status, age, physical or visual disability, national origin or because of political or personal affiliation, lawful activities on behalf of the Union, or membership or non-membership in the Union.

The City and the Union agree that membership, non-membership, or lawful activities on behalf of the Union shall not be used as the reason or cause for transfer, denial of any promotion, or denial of other terms and conditions of employment. Nothing contained herein is intended to abrogate the City's right to manage and to consider the operational needs of the Department as set out in Article 2. Nothing contained herein is intended to abrogate the Union's right to hold meetings and engage in lawful functions.

ARTICLE 12. SAFETY AND HEALTH:

There shall be a joint Safety and Health Committee. It is the desire of the City and the Union to maintain recognized standards of safety and health in the Reno Fire Department in order to eliminate accidents, illness, injuries and death in the fire service as much as possible.

The City shall provide a reasonably safe and health work environment in accordance with applicable State and Federal laws and regulations.

(a) The joint Safety and Health Committee is composed of three (3) representatives of the Union and three (3) representatives of management. Each party shall also designate three (3) alternatives. There will be a first meeting of the committee to establish the rotation procedure for the chairman.

The Committee shall:

1. Meet whenever a member notifies the chairman of the existence of a safety hazard.
2. Meet at least bi-monthly and discuss safety and health conditions, or more frequently if requested by the chairman or a majority of the committee.
3. Make inspections of fire department facilities and apparatus, protective equipment, protective clothing and devises, to review work methods and conditions, including training procedures, at least once every six (6) months.
4. Make written recommendations for the correction of hazardous

conditions or unsafe work methods which come to its attention. All recommendations shall be forwarded to the fire department and city officials responsible for providing a safe and healthy workplace and include a target date for abatement of the hazardous conditions or unsafe work practice.

5. Review and analyze reports of significant accidents, deaths, injuries and illnesses.
6. Make recommendations concerning the care and treatment of injured employees so that a standardized medical protocol can be initiated to treat employee on an emergency basis.
7. Recommend changes or additions to protective equipment, protective apparel or devises for the reduction of hazards of firefighting.
8. All recommendations shall be reviewed by the Fire Chief and implementation shall be at the discretion of the Fire Chief.

Copies of all records and reports, including all reports required by any governmental agency under any applicable federal, state or local safety and health law shall be made available upon request to each member of the Safety and Health committee.

(b) If a majority of the committee certify to the Fire Chief the existence of a safety or health hazard and a majority certify that adequate action has not been instituted by the City Manager; thereafter, they may report the hazard to OSHA.

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

- (1) 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, Safety Manual and/or other items mutually agreed to by the parties:
 - a. Wildland fire clothing
 - b. Structural fire protective coat with liner and vapor barrier and pants with liner and vapor barrier
 - c. Structural and wildland fire helmets
 - d. Goggles
 - e. Neck shroud
 - f. Gloves
 - g. Suspenders, as appropriate
 - h. Leather turn-out boots
 - i. Wildland fire boots(leather)

- j. Personal hand-operated resuscitator
- k. Flashlight and battery
- l. Fire equipment mechanics and technician boots
- m. Safety glasses, to include prescription inserts as needed
- n. SCBA inserts and prescription lenses as needed

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

- (2) 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.

- (d) Under mutual agreement, the City and the Union may develop a comprehensive Occupational Health and Wellness Program during the term of this contract with the Labor/Management Committee being held responsible for making all such recommendations. The City and the Union will incorporate various resources, such as information and guidance from a licensed physician with expertise in the area of occupational health, as they relate to fire and emergency services.

ARTICLE 13. BULLETIN BOARDS:

(a) The City will furnish and maintain, in good repair, suitable bulletin boards in each fire station for use by the Union in posting Union notices and other information. Said bulletin boards shall be approximately 4 feet by 4 feet in size and identified as the Union bulletin board. The boards shall be in a well-lit and accessible location. There shall also be a Union bulletin board located in the Fire Prevention Offices, the Fire Equipment Mechanic's shop and the Fire Training Office.

- (b) It will be the responsibility of the Union to identify such boards as the I.A.F.F. board.

(c) The Union agrees to hold the City harmless for all materials posted upon the Union bulletin boards.

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, said employee's

longevity pay shall be paid according to the rates shown in the schedule below, with payment to be effected each payday beginning with the pay period within which the anniversary falls. Years of service for calculation of longevity pay shall include full time service with the City of Reno, and/or full time service with the Truckee Meadows Fire Protection District, excluding time for temporary employment, leave of absence, or lapse of service. Such service must be continuous with no break in service.

The following schedule shall be used to compute the employee's biweekly longevity pay:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAY RATE</u> <u>BIWEEKLY PAY PERIOD</u>
5 - 25 years	1/2% Top Step FF/per year of service
26 years and over	(capped at a maximum of 12.5% of a Top Step FF)

For purposes of longevity pay, the maximum payment available shall be capped at the twenty-five (25) year accrual rate.

Note: The above amounts are based on per year of service, i.e. a member with 10 years on the department would be paid 1/2% of a top step firefighter's biweekly base salary per year per biweekly pay period; a Captain with 15 years of service would be paid 1/2% of a top step firefighter's biweekly base salary per year per pay period.

ARTICLE 15. CLOTHING ALLOWANCE:

(a) Employees shall receive a clothing or uniform allowance in the amount of seven hundred and fifty dollars (\$750.00) per calendar year, payable in two (2) semi-annual equal installments with the final payday in December and final payday in June. Said clothing or uniform allowance shall cover the full 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/her discretion, require the employee to return to the City any clothing or uniforms or parts thereof in his/her possession at the time of termination

(b) Each employee shall receive an additional uniform maintenance allowance of twelve dollars (\$12.00) biweekly.

(c) Employees shall receive a one-time clothing and uniform allowance in the amount of fifteen hundred dollars (\$1,500) as reinstatement of clothing and uniform allowance, payable in one lump sum in April 2015.

ARTICLE 16. PAYROLL DEDUCTIONS:

(a) The Employer agrees to deduct biweekly dues and assessments in the amount certified to be current by the Treasurer of the Union from the pay of those who individually request in writing either directly, or through a limited power of attorney, that such deductions be made. The City will not honor any blanket request by the Union for payroll deductions

(b) 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 no later than seven (7) working days after the end of the pay period in question.

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

(d) Upon written authorization to the City's Human Resources Department from an employee, either directly, or through a limited power of attorney, the City agrees to deduct on a biweekly basis from the wages of said employee such sums as he may specify for United Way, City of Reno Credit Union, U.S. Savings Bonds, Western Insurance Specialties, Capitol American Cancer Insurance 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 to the City's Human Resources Department.

(e) The Union 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 Union agrees to refund the City any amounts paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof.

(f) 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 17. ON-THE-JOB-INJURY:

(a) Whenever an employee is injured while on duty with the City of Reno, and such injury prevents said employee from performing their 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 three calendar months for said injury not to exceed a period of one (1) year from the date of said injury. During this one year period, no member shall be ordered to work light duty. During this period, the employee shall not forfeit any accrued sick leave; and

(b) Upon the expiration of the cumulative three calendar months 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/she 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 State mandated Workers' Compensation Benefits payment and the City shall then pay him the difference between his/her normal pay and State mandated Workers' Compensation Benefits payment.

(c) If, because of conservative medical treatment, a surgical procedure is scheduled after a one (1) year period from the date of injury or the recovery period from surgery lasts past the one (1) year from date of injury, the benefits under paragraph (b) will be extended for a period not to exceed two (2) years from the date of injury.

(d) It is mutually understood that the employee's Workers' Compensation status is protected during the initial determination period and cannot be retroactively changed to any other type of leave regardless of the employee's decision to appeal or not to appeal.

In the event that an employee's NRS 616 Workers' Compensation Claim is denied and the denial is appealed, the City agrees to pay full salary while the NRS 616 Workers' Compensation System appeal is pending at the request of the employee for an appeal period not to exceed one (1) calendar year. If the final determination is adverse to the employee or if the appeal period exceeds one (1) calendar year the employee must deduct from sick leave and, if the sick leave is exhausted, vacation leave to compensate the City for hours paid during the appeal period.

If the employee has neither sufficient sick leave or vacation leave to compensate for hours paid by the City during pending of the claim which shall not exceed one (1) calendar year, the City may advance the employee sick leave to cover the balance of hours. If the employee terminates prior to accruing all sick leave advanced, the employee is responsible for paying the balance of advanced sick leave hours in cash at the time of termination.

(e) When accrued sick leave has expired, if the employee is still unable to work, except for total accumulated vacation, he/she 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 State mandated Workers' Compensation Benefits payment, and the City shall then pay him/her the difference between his normal pay and State mandated Worker's Compensation Benefits payment.

(f) INTENT: The intent of paragraphs (b) and (c) above is that the employee will continue to receive his/her full accumulated salary dollars so long as he/she is disabled and receiving State mandated Workers' Compensation Benefits payment and until his sick leave and vacation hours are exhausted.

(g) Notwithstanding the provisions of Paragraph (a) of this Article, when, as the result of an on-the-job injury and 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 State mandated Workers' Compensation Benefits payment ceases 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 the 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 (b) and (c) above.

(h) 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 State mandated Workers' Compensation Benefits payment, without additional compensation from the City, and without refunding State mandated Workers' Compensation Benefits payment, the employee will accrue vacation and sick leave, and earn time credit toward longevity and retirement pursuant to the applicable contract provisions.

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

(j) The City shall not diminish the current annual Heart/Lung physical without negotiations.

ARTICLE 18. HEALTH AND ACCIDENT INSURANCE:

(a) Each employee enrolled in the City's group health insurance program shall be provided term life insurance under a policy which offers coverage in an amount equal to one (1) times the employee's annual base wage. The City shall give the Union notification of and the right to participate in all meetings pertaining to the health and accident insurance plan that the City may hold; the City shall give the Union notification of all meetings pertaining to said plan to which it is invited, and will request the holder of such meetings that the Union also be invited to said meeting and be permitted to present its views.

(b) In the group health and accident insurance plan, the City shall pay one hundred percent (100%) of the premium for the employee only coverage category and fifty five percent (55%) of the premium attributable to dependent coverage for each dependent coverage category.

(c) It is understood that plan costs, premiums or funding levels for employee dependent categories are determined by the providers, including the City.

(d) The City agrees to provide, at least annually, an open enrollment period. 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. Prior to this period, the providers, including the City, shall establish the premium rates necessary to fund existing benefits. These new rates and existing benefits shall be called Plan "A".

Unless the parties otherwise agree, any negotiations to change benefits shall be concluded fourteen (14) days prior to the beginning of the open enrollment period. The providers, including the City, shall establish the premium rates

necessary to fund any changed benefits negotiated between the parties. These new rates and changed benefits shall be called Plan "B". During the course of insurance negotiations, all proposals under Plan "B" shall be numbered sequentially (ex. B-1, B-2, etc.) The Union shall select Plan "A" or Plan "B" for its membership. If the parties are unable to agree upon benefits fourteen (14) days prior to the open enrollment period, Plan "A" shall be implemented as the new plan for open enrollment.

(e) As additional compensation for services rendered to the City, for any employee who is initially hired into the Reno Fire Department prior to July 1, 2015, and retires on or after June 20, 1977, 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 retirement until the employee reaches eligibility age for federal benefits under Medicare, or any successor program of Medicare. Thereafter, the City agrees to pay on behalf of City employees fifty percent (50%) of the employee only group health and accident and life insurance premium attributable to the employee for participation in the City Health and Accident Insurance Program.

For any employee initially hired into the Reno Fire Department after July 1, 2015, the City will contribute three and one-half percent (3.5%) of a top step firefighters biweekly pay into a Nationwide Retirement Solutions, or a mutually agreed successor, IRS 501(c)9 Voluntary Employee Beneficiary Association (VEBA) on the employee's behalf. The city will deposit the funds earned in the account no less than biweekly. The employee hired after July 1, 2015, shall remain eligible, in accordance with state and federal laws, to participate in the City's Health and Accident Insurance Program.

(f) The benefits for this group health and accident insurance plan shall be those as described in the booklet titled "The Reno Plan - Fire" dated March 1, 1992. Said booklet shall be the total and complete statement of all benefits in the plan and all subsequent amendments thereto. The benefit booklet shall be updated and made available every year unless mutually agreed upon by both parties.

(g) As an alternative to the group health and accident insurance plan, employees shall, where practicable, be offered the right to participate in a health maintenance organization (HMO). In such case, the premium rates and benefits and any changes therein shall be established by the HMO. The City shall pay one hundred percent (100%) of the cost for employee only coverage and the same dollar amount that it pays per coverage category for the cost of dependent coverage under the "The Reno Plan - Fire" as an offset toward premiums for dependent coverage under the HMO, not to exceed one hundred percent (100%) of actual cost.

(h) An employee on authorized leave of absence without pay from the City may continue to carry City group health insurance. In instances where the employee's absence extends to cover all scheduled work days during the full calendar month, the

employee shall be responsible for making full premium payment(s) (including the City's portion) according to the City's established payment schedule.

(i) This Article constitutes the entire agreement of the parties on group health and accident insurance; all prior agreements are hereby terminated.

(j) Effective July 1, 2001, 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 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.

(k) The City shall pay the entire premium for the City's health insurance benefits for the surviving spouse and any surviving child 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 child shall be consistent with the most current version of NRS 287.0477.

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 or promotional opportunity occurs, then it shall be filled in a timely manner. 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:

(a) Subject to prior recommendation of the City's Fire Chief and the approval of the City's Department of Human Resources, a full time regular employee in an initial probationary status shall become eligible for confirmation into his/her respective classification upon completion of the appropriate period designated.

(b) Approved salary adjustments made pursuant to the above shall become effective at the start of the payroll period within which the date of eligibility falls; or, if approval is delayed for any reason, the effective date shall be that specified at the time of approval.

(c) For purposes of this Article, confirmed salaries available are included and made a part of the salary schedules attached hereto and identified as appendices A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9 and A-10.

ARTICLE 22. RETIREMENT:

The City will pay one hundred percent (100%) of all retirement contributions for employees covered under this Contract 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."

Future Public Employees Retirement System (PERS) rate increases/decreases on and after July 1, 2015 will be split equally between the City and the employee. The Salary Table and the salary of each employee shall be considered to be automatically decreased by one-half of any PERS increase and increased by one-half of any PERS rate decrease.

ARTICLE 23. PERSONNEL FILES AND CORRECTIVE ACTION:

(a) 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/her personnel file upon request in the Personnel Office. However, this right shall be limited to the individual employee to review his/her own personnel file. A City employee may, with proper release forms, permit his/her personnel file to be reviewed by a party so authorized upon presentation of properly executed forms to the Department of Human Resources. 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/her personnel file, who feels certain information contained in the file is inaccurate or misleading, may prepare and present to the Department of Human Resources a clarifying statement pertaining to the document in question for inclusion in his personnel file.

(b) Corrective and Disciplinary Actions: City administration will establish a policy to provide 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.

Investigation: Any investigation that is conducted shall continue to move forward toward resolution within a reasonable and practical period of time, not to exceed thirty (30) calendar days. Consideration shall be given to the complexity of the incident and the nature of the investigation in determining the reasonableness of the time, and an extension may be given by mutual agreement.

Hearings: The employee has the option of accepting corrective action or discipline administered by the Fire Chief or using the Disciplinary Review Board (DRB) process. Prior to choosing the method of discipline, the employee shall be informed of the type of corrective action or discipline being considered by the Fire Chief. If the employee chooses the DRB process, the Disciplinary Review Board Agreement will be followed. No employee shall be allowed to pursue both methods for the same disciplinary action. The employee shall sign a form electing the method they desire to pursue and waiving any right to pursue the other method.

The following procedures will be provided through the City policy governing corrective and disciplinary actions. The intent is not to punish, but to provide rehabilitation and positive correction. The following principles of progressive corrective action will be followed with respect to minor offenses:

- (1) 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/her 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 occurrence.
- (2) 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.

(c) 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/she desires to pursue and waiving any right to pursue the other remedy.

ARTICLE 24. GRIEVANCE PROCEDURE:

(a) A grievance is a disagreement between an individual, and/or the Union, and the City concerning interpretation, application or enforcement of the terms of

this Agreement.

(b) If after discussion between the individual and immediate supervisor, a disagreement still remains, and the Union Grievance Committee determines that there is sufficient merit to file a grievance, it shall proceed as follows:

Step 1. Within ten (10) calendar days of knowledge of the occurrence, present a signed, written grievance to the Fire Chief, who may act on the grievance himself or assign the grievance to a Battalion Chief or the Fire Marshal. The Chief or his/her designee shall, within ten (10) calendar days after receipt of the written grievance, meet jointly with the aggrieved employee, representatives of the Union and when appropriate, either the grievant's supervisor or a representative from the City's Human Resources Department or issue his/her decision. If a meeting is held, the Fire Chief or his/her designee shall have five (5) calendar days following such meeting to issue his/her decision. Failure to meet or issue a decision pursuant to the above guidelines will result in the grievance being automatically moved to the next step.

Step 2. In the event the recommendation of the Fire Chief or his/her designee is not accepted by the grievant, within five (5) calendar days following receipt of answer from Step 1, the grievant may submit the grievance to the City Manager. Within five (5) calendar days following receipt, the City Manager may either hold a meeting, including those parties identified in Step 1 or issue his decision. If a meeting is held, the City Manager shall have five (5) calendar days following such meeting to issue his/her decision. Failure to meet or issue a decision pursuant to the above guidelines will result in the grievance being automatically moved to the next step.

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

(c) 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 Union striking the first name. The arbitration shall be conducted under the rules of the American Arbitration Association.

(d) The findings of the arbitrator shall be final and binding on all parties concerned.

(e) 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 will be requested to specify the payor of costs.
- (3) 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.

- (f) 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, or to pursue and follow the grievance procedure outlines above as an individual. The Union reserves the right to be present at any meeting resulting from such grievance.
- (g) For the purpose of this Article a "day" is defined as a calendar day except Saturdays, Sundays or holidays.
- (h) If a dispute over the arbitration of a grievance exists after Step 3, such dispute shall be submitted to arbitration. The issues of arbitrability and merits shall be heard at a single hearing.
- (i) Upon request of either party, a five (5) calendar days extension will automatically be granted. Additional extensions of time may be granted upon request of one party and acceptance of the other party.
- (j) Local 731 and the City agree to send each other copies of correspondence which have been submitted to the American Arbitration Association. Said copies are to be sent simultaneous with the mailing of the letter to AAA.

ARTICLE 25. SENIORITY LIST:

The Fire Department shall establish a list showing seniority within the department following Reno Fire Department Policy #100.17, effective date February 14, 2014, and it shall be brought up to date annually and be made available to employees on the City intranet and posted on the fire station bulletin boards.

ARTICLE 26. TRAINING COURSES AND INCENTIVES:

(a) Employees will be reimbursed for educational courses, seminars and training programs pursuant to the following:

- (1) To be eligible for reimbursement, the educational course, seminar or training program must be approved in advance

by the Fire Chief, or his/her designee.

- (a) The educational course, seminar or training program must be directly related to improving the employee's proficiency in performing the assigned duties of his/her current position with the Reno Fire Department; taken as a class normally required for, or included in the curriculum leading toward a fire science or fire prevention technologies degree where the employee is actively pursuing such degree; or otherwise directly related to the skill or education required for the employee's career advancement within the Reno Fire Department.
 - (b) In this regard and prior to the employee's enrollment in any educational course, seminar or training program for which reimbursement is sought, the employee shall provide information to the Fire Chief concerning the location, dates, costs, sponsor and content of the educational course, seminar or training program, together with such other reasonable information as may be required by the Fire Chief.
- (2) Only full-time employees will be eligible for reimbursement.
- (3) Unless approved otherwise by the Fire Chief or his/her designee, such educational courses, seminars or training programs shall be taken on the employee's own time.
- (4) Effective July 1, 2007, no employee will be reimbursed for more than one thousand two hundred dollars (\$1,200.00) per fiscal year for costs incurred within that fiscal year. Costs paid by any other institution, scholarship or grant-in-aid shall not be reimbursed under the provisions of this Article.
- (5) Reimbursable expenses shall be restricted to tuition or educational course, seminar or training program fees and reasonable costs for required textbooks, course materials and lab fees and if travel is involved, lodging, meals and transportation expenses that do not exceed the City's travel policy. Lodging, meals, and transportation expenses will only be eligible for reimbursement under this Article if the educational course, seminar or training program is held at a location thirty (30) miles or more from the Reno City limits. If the educational course, seminar or training program is held at a location less than thirty (30) miles from the Reno City limits, the Fire Chief may approve reimbursement for lodging, meals or transportation when he deems it appropriate due to special

circumstances. The \$1,200.00 limit for reimbursable expenses shall apply to all eligible training and related travel expenses and no additional reimbursement shall be granted under this Article. In addition, the City shall reimburse the employee for lodging, meals, and transportation expenses in accordance with the City's travel policy as adopted by City Council on November 24, 1986, provided the educational course, seminar or training program is held at a location thirty (30) miles or more from the Reno City limits. If the educational course, seminar or training program is held at a location less than thirty (30) miles from the Reno City limits, the Fire Chief may approve reimbursement for lodging, meals or transportation when he deems it appropriate due to special circumstances.

- (6) Reimbursement will be effected upon:
 - a. Presentation of evidence to substantiate fees and expenses claimed; and
 - b. Proof of satisfactory completion of the educational course, seminar or training program. This shall include official evidence of the grade received, unless the educational course, seminar or training program is of a nature such that no grade is given, in which case a certificate of completion or other evidence of attendance shall be required. A photocopy of the grade document or certificate shall be considered as official evidence.
- (7) Employees are encouraged to surrender all textbooks and course materials for placement in the Reno Fire Department reference library or training inventory.
- (8) If the department requires a particular educational course, seminar or training program, the department shall pay the required cost of the educational course, seminar or training program, textbooks, materials and lab fees, and shall reimburse the employee for lodging, meals and transportation expenses in accordance with the City's travel policy. Such costs and reimbursement shall be excluded from the one thousand two hundred-dollar (\$1,200.00) limit specified above.

(b) Educational Incentive Pay

- (1) Upon presentation of satisfactory evidence of the degree, a full-time employee who has successfully completed the initial probation period required at the time the employee was hired or rehired by the City of Reno, and who

possesses an Associate of Applied Science degree in fire science, fire prevention technologies or a field directly related to chemistry or medical care services from an accredited college shall receive, in addition to his/her other earnings, educational incentive pay equivalent to three percent (3.0%) of the employee's biweekly base wage per biweekly pay period; or

- (2) Upon presentation of satisfactory evidence, a full-time employee who has successfully completed the initial probationary period required at the time the employee was hired or rehired by the City of Reno, who has a declared major in fire science, fire prevention technologies or a field directly related to chemistry or medical care services, and who has completed thirty (30) semester credits toward an Associate of Applied Science degree in fire science, fire prevention technologies or a field directly related to chemistry or medical care services shall receive, in addition to his/her other earnings, educational incentive pay equivalent to one and one-half percent (1.5%) of the employee's biweekly base wage per biweekly pay period. In instances where an employee has completed hazardous materials training courses and has converted those courses to academic credits applied toward fulfillment of the Associate of Applied Science degree in fire science, fire prevention technologies or a field directly related to chemistry or medical care services, said credits shall be included in the determination of eligibility under the provision of this paragraph.

Eligible employees shall receive educational incentive pay under only one of the paragraphs immediately above, based on the highest level (i.e., 1.5% or 3.0%) for which they qualify.

(c) Instructor Incentive

Fire Department employees, excluding employees classified as Training Captains/Officers, who are certified by the State of Nevada, American Heart Association, or any other recognized authority as instructors of Division Level training such as EMS, CPR, Hazardous Materials, High Angle, Confined Space, Auto Extrication, Heavy Rescue, River/Ice/Static Water Rescue, when teaching a Reno Fire Department sponsored, certified, Division Level class shall receive incentive pay equivalent to five percent (5.0%) of the employee's base wage.

This instructor incentive is intended for all personnel who have Reno Fire Department approved certification and/or special instructor's qualifications in the subject matter being presented. The Fire Chief or his/her designee shall determine who is qualified to receive instructor incentive pay.

(d) Hazardous Materials Team

Incentive Employees who:

- (1) Are certified by the Fire Chief as a "Hazardous Materials Technician" or "Hazardous Materials Specialist" in accordance with the competency requirements referenced in the State of Nevada Occupational Safety and Health Standards for General Industry, 29 CFR Part 1910.120(q) and
- (2) Are assigned in writing by the Fire Chief, or his/her designee to the Reno Fire Department's "Hazardous Materials Response Team" shall receive, in addition to the employee's other earnings, hazardous materials team incentive pay. Hazardous materials team incentive pay shall be equivalent to three percent (3.0%) of the employee's biweekly base wage per biweekly pay period for each biweekly pay period so assigned. The incentive pay provisions of this section shall not apply to employees certified at the first responder awareness or first responder operations level.

(e) This Article constitutes the entire agreement of the parties on training courses and incentives, terminating all prior agreements and practices.

ARTICLE 27. DETAIL ASSIGNMENT:

(a) 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. Whenever an employee is detailed to a higher position, he shall be paid the actual pay of the confirmed rank he is replacing for each hour or one quarter (1/4) of an hour worked in that position. Detail pay shall be paid on the payroll for the pay period within which the detail was performed.

(b) An Operator's Assistant on any truck designated apparatus shall be paid an additional one dollar (\$1.00) per hour. This will be pro-rated in increments of one quarter (1/4) of an hour worked in the position of Operator's Assistant.

(c) If an employee affected by temporary transfer does not have personal transportation available, the City will make arrangements to transport said employee to and from the point of temporary transfer.

(d) Detail assignment for all positions, except Operator's Assistant, when

there is minimal impact to the operational concerns of the Department as determined by the respective Battalion Chief, shall be made from the most current eligibility list for the respective Battalion Chief, shall be made from the most current eligibility list for the respective position to be filled. When operational concerns exist, as determined by the respective Battalion Chief, detail assignments shall be made consistent with the procedure outlines under Article 46 Staffing.

ARTICLE 28. REPAIR OR REPLACEMENT OF PERSONAL PROPERTY:

The City shall reimburse the employee for the cost of repairing or replacing authorized personal property which is damaged, or destroyed or, if such personal property is lost at fires or related emergencies in the performance of his/her duties. The reimbursement shall be made within thirty (30) days from approval of the claim. The list of authorized personal property shall include and be limited to glasses, phones, watches, contact lenses, knives, and stethoscopes.

Any claims will be submitted to Local 731 for review and approval or denial.

Reimbursement amounts shall be limited to Two Hundred Dollars (\$200.00) per claim and Two Thousand Dollars (\$2,000.00) in the aggregate within the contract year.

ARTICLE 29. MILITARY LEAVE:

(a) Any employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, United States Air Force Reserve or the National Guard must be relieved from the employee's duties, upon the employee's request, to serve under orders without loss of the employee's regular compensation for a period of not more than 15 working days in any 1 calendar year or, if the employee's work schedule includes Saturday or Sunday, for a period of not more than 39 working days in any one calendar year. No such absence may be a part of the employee's annual vacation provided for by law.

(b) An employee is not entitled to receive military leave compensation under this Article if the employee voluntarily makes the decision to go on active military duty. In that event, the employee shall be considered on leave of absence without pay for the period of the service. Voluntary active military duty shall nullify all benefits as contained in this article absent any obligation imposed by Nevada or Federal law to the contrary.

ARTICLE 30. UNION BUSINESS LEAVE AND ABSENCE:

(a) Five (5) members of the Union Negotiating Committee shall be granted leave from duty with full pay for a reasonable number of meetings between the City and the Union for the purpose of negotiating the terms of the Contract and for a reasonable number of meetings for the purpose of preparing for meetings with the City when such meetings take place at a time when such members are scheduled to be on duty.

(b) Three (3) members of the Union Grievance Committee and no more than three (3) aggrieved employees shall be granted grievance leave from duty with full pay for the purpose of preparing grievances and for all meetings between the City 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.

(c) As directed by the Local's Union President, IAFF Local 731 members shall have access to a "pool" of hours consisting of one-half (1/2) of the accumulated holiday hours accrued from the floating holiday on July 1, of each year for Union business leave of absence time. Each of these members may draw upon this "pool" as may be required to conduct Union business until such time as the accumulated "pool" of floating holiday hours is exhausted. Any unused hours from the "pool" of floating holiday hours shall carry over to the following year not to exceed four thousand (4000) hours, at which time there will be no hours deducted from bargaining unit members floating holiday for that year. When bargaining unit members are relieved of duty under this provision the replacement shall be paid overtime at the 1.5 times the hourly rate and that 1.5 times the hourly rate shall be deducted from the "pool" of floating holiday hours.

(d) Should the Union exceed the accumulated "pool" of floating holiday hours the Union President, at a meeting with the Fire Chief, may request a City provided "pool" of two hundred and forty (240) hours for Union business. The Chief will not refuse the request unreasonably. Any hours used in excess of two hundred and forty (240) hours shall be paid for jointly by the Union and the City with the City and the Union each paying one-half (1/2).

(e) Union business leave must be requested by 0700 prior to the shift for which the leave is requested or at least twelve (12) hours in advance. In the event an emergency develops, the President or Vice President may request waiver of the notice. All requests must be approved by the Fire Chief or his/her designee. The Fire Chief, or his/her designee, may properly consider whether the granting of such leave creates an interference with the City's operations. Such requests will not be denied arbitrarily or capriciously.

(f) The President and Vice President of Local 731, IAFF, shall have access to a combined "pool" of one thousand (1000) hours. These hours shall be deposited into the "President's" bank of hours on July 1 of each calendar year. The President and Vice 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 President of IAFF, Local 731, unlimited qualified substitution opportunity with unlimited waivers by members so trading. In connection with shift repayments and waivers for the President's time, the Union hereby 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. The President shall meet

with the Fire Chief to reconcile the annual usage of hours used by members.

- (g) Consistent with paragraphs (b) and (c) above, any Union official of Local 731 may visit any station or any facility at which represented personnel are assigned at any reasonable time to inspect working conditions and investigate grievances.
- (h) Safety Committee or Labor Management meetings will not require use of "pool" hours.
- (i) The parties agree that for this Agreement, the provisions of NRS 288.225 stating that payment for union release time is offset by the value of concessions made by the employee organization in the negotiation of this Agreement have been complied with.
- (j) Attendance at Union Meetings at Station Eleven (11):
 - (1) One Truck Company and Engine Four can attend Union membership meetings at Station Eleven (11) or each may send a Local 731 member with a radio and Fire Department service vehicle. The individual will remain available for emergency response.
 - (2) Any Reno Fire Department station may send a Local 731 member with a radio and service vehicle. The individual will remain available for emergency response.
 - (3) For purposes of this Labor Agreement, all professional fire stations staffed by Local 731, IAFF bargaining unit members, shall be treated as Reno Fire Department stations.
 - (4) Companies and personnel attending Union meetings will keep their Battalion Chiefs and Reno Dispatch informed of their status.

ARTICLE 31. AMENDING PROCEDURE:

(a) This Agreement shall remain in effect from July 1, 2016 through June 30, 2019, and shall be automatically renewed from year to year thereafter; provided, however, that amendment to any Article may be mutually agreed upon which would become effective on the first day of the biweekly pay period nearest July 1 following agreement.

(b) Amendments may be made through the following procedures: Either party may notify the other party in writing no later than February 1st of any year that it desires to modify this Agreement, setting forth in writing the Articles to be reviewed and the proposed revisions therein. If both parties agree to proceed with negotiations, negotiating sessions will begin promptly in accordance with law. It is mutually agreed by both parties hereto that in the event of such notice, each Article in the Agreement not referred to in such notice shall remain in full force and effect throughout the subsequent

contract years.

(c) Amendments to this Agreement may also be made through, and in compliance with, Article 54. Limited Reopeners.

ARTICLE 32. SAVINGS CLAUSE:

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

(b) 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:

(a) This Agreement shall become effective on July 1, 2016, and shall remain in effect through June 30, 2019.

(b) This Agreement shall automatically be renewed from year to year.

(c) 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 the year the Agreement expires.

(d) The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial fact finder at any time for his/her findings. The fact finder shall make recommendations of the unresolved issues.

(e) If the parties have not reached an agreement within ten (10) days after the fact finder's report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) days after the final offers are submitted, accept one of the written statements, and shall report his/her decision to the parties. The decision of the arbitrator is final and binding on the parties. Any award of the arbitrator is retroactive to the expiration date of the last Agreement.

(f) The impartial fact finder and the binding arbitrator shall be from the American Arbitration Association and all hearings shall be conducted by A.A.A. rules.

ARTICLE 34. POLITICAL ACTIVITY:

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

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

(c) No bargaining unit member shall be required to participate in political activity of any fashion, or be present at any political meeting or event, either on or off duty.

ARTICLE 35. PERSONNEL REDUCTION:

- (a) During the term of this Agreement reductions in force shall be in accordance with departmental seniority, with the least senior in the department to be laid off first. No new employee shall be hired until all laid off employees have been given a reasonable opportunity to be rehired. All rehiring shall be in accordance with departmental seniority at time of separation with the most senior laid off member to be offered rehire opportunity first. All laid off employees shall remain eligible for rehire indefinitely, subject to the terms outlined below in section (b), and must keep all contact information up to date with Civil Service and Fire Administration to remain eligible.
- (b) Every eligible laid off employee will be afforded three (3) opportunities for rehire before being removed from eligibility. A laid off employee who cannot be contacted with the information on file at the time of a rehire offer, will be considered as rejecting that specific offer, but will still be eligible for any remaining future offers of the required three (3) opportunities. In the event a position is to be filled, the City will offer the opportunity from the most senior at the time of separation, to the least senior. Each subsequent filling of positions shall begin with an offer to the most senior laid off employee that did not receive the prior opportunity. No laid off employee shall receive a second offer until every laid off employee has received a first offer, and no laid off employee shall receive a third offer until all other eligible laid off employees have received second offer. Each laid off employee will be given five (5) business days from the time of an offer of rehire to accept or reject that offer.
- (c) Rehired employees shall have their seniority adjusted upon rehire in order that they accepted an offer of rehire. The parties agree that an employee will not accrue seniority while laid off. In the event of multiple rehires, circumstances falling under section (d) below will have no effect on seniority (example: employee 1 and employee 2 were offered an opportunity to return at the same time, employee 1 was senior at the time of separation but has a delayed return date under section (d), and employee 2 returns immediately, Employee 1 shall retain their seniority over employee 2).
- (d) The City shall provide reasonable accommodations to a laid off employee when offering rehire, including but not limited to, time to provide proper notice to a current employer, time to relocate, time to resolve life events (i.e., pregnancy, injury, etc.), and any other considerations the Fire Chief deems reasonable to delay a return to duty.

ARTICLE 36. PARKING AT CENTRAL FIRE STATION:

The City will provide, at no cost to employees, twenty (20) parking spaces for the exclusive use of firefighter bargaining unit members at Central Fire Station.

ARTICLE 37. STATEMENT OF EARNINGS:

If negotiations result in fewer entries on the paycheck, then such available space will be used to itemize entries in greater detail. Social Security Numbers (SSN)

shall be eliminated from all printed payroll documents distributed to bargaining unit members.

ARTICLE 38. STRIKES AND LOCKOUTS:

(a) Neither the Union 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 on any other intentional interruption of the operations of the City regardless of the reason for so doing.

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

ARTICLE 39. EMERGENCY PERSONAL LEAVE:

The Fire Chief, or his/her designee, 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/her regular pay, shall assign any jury duty fees to the City.

ARTICLE 41. LEGAL LIABILITY:

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

(b) Such indemnification shall not apply if the employee has acted outside the scope of his/her 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/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 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 family of an employee or the family of the employee's spouse or a registered, valid, Domestic Partner pursuant to NRS 122A, within the third degree of consanguinity, 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, at the request of the employees without loss of any accrued time. The relative within the third degree of consanguinity (see Appendix B-1) or affinity (consanguinity is defined as kinship to include blood relationship; whereas, affinity is the connection existing in consequence of marriage) shall be defined as depicted in the chart below, 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 Chief or his/her designee.

ARTICLE 44. PREVAILING RIGHTS:

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

(b) There will be no change in any matter covered by this Agreement without the mutual consent of the parties.

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

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

ARTICLE 45. BENEFIT ACCRUALS:

(a) Employees who voluntarily accept an assignment from a 56 hour work week to a 40 hour work week, or vice versa, shall accrue benefits at the rates appropriate for the work week to which they are assigned.

(b) A temporary assignment will not be cause for an employee to forfeit vacation hours accrued because of the temporary conversion of hours from 56 to 40, or vice versa.

(c) When an employee is temporarily assigned to a 40 hour work week and a holiday falls during such assignment, the affected employee will be granted the day off and will not be credited with additional holiday pay or time off.

(d) It is understood that, in the event an employee is involuntarily assigned to a duty that requires a change in work hours, such change in duty hours must receive the mutual acceptance of the parties.

(e) Employees may request light duty. Any light duty assignment must have the mutual agreement of the parties. The City shall determine if appropriate light duty work is available.

ARTICLE 46. STAFFING:

(a) The City of Reno will maintain the following minimum company staffing program:

- (1) Four (4) persons per engine/brush company
 - (a) An engine/brush company shall be defined as an apparatus with the capability to combat structural or vegetation fire.
- (2) Four (4) persons per truck/ladder company
 - (a) A truck or ladder company shall be defined as any aerial, platform, quint, or equivalent apparatus.
 - (b) A probationary firefighter shall not be considered one of the four (4) persons assigned to a truck company. If a probationary firefighter is to be assigned to a truck company, they shall be the fifth (5th) person on that truck company.
- (3) Two (2) persons per rescue/ambulance/medical response apparatus
 - (a) A rescue/ambulance/medical response unit shall be defined as a lighter duty vehicle designed primarily for medical response or transport.
 - (b) The City and Union mutually agree to negotiate all aspects of employee safety before any new rescue/ambulance/medical response unit is placed into service.
- (4) Two (2) persons per squad apparatus
 - (a) A squad shall be defined as a lighter duty vehicle designed to respond to emergencies with a compliment of specialty tools (extrication equipment, power tools, etc.) to assist in truck company operations, and shall be assigned to, and housed with an engine or truck company for purposes of accountability, safety, and supervision.
- (5) The Chief of the Fire Department shall determine the number of companies in service at any given time.

(b) It is understood that the above company staffing will be maintained consistent with the following criteria:

- (1) Allowances made for a two (2) hour period within which an apparatus may be staffed below the standards as identified in Section (a) above, provided that recall for that apparatus has been instituted within that same two (2) hour period. This recall attempt must be documented, indicating the time and personnel that the Department attempted to recall.

- (2) An additional one (1) hour period, beyond the aforementioned two (2) hour period, shall be used to continue attempts to recall in accordance with paragraph (a) of this Section. Within this additional one (1) hour period, the Department shall make continuous attempts to recall to fill the vacancy/vacancies on the apparatus.
- (3) In no event shall any vacancy on an apparatus exist beyond the total three (3) hour period. Upon the end of the third hour, the apparatus shall be fully staffed or placed out of service.

This two (2) hour criteria shall not inhibit the utilization of personnel on special assignment as defined in Section (c)(3) when such personnel are not committed to other emergency assignments and are available to respond with their assigned apparatus.

(c) In addition, the City will continue the following practices:

- (1) The assignment and response of one (1) Fire Equipment Mechanic and Air Apparatus to working fires. A working fire is where all companies in a first-alarm fire are committed in fire combat operations.
- (2) The Captain or Battalion Chief will have the discretion to assign personnel time away from the station for Departmental matters such as: to pick up and deliver supplies, buy food for the station, conduct special event and public assembly inspections, and perform other special assignment functions as determined by the Captain or Battalion Chief. The employee must receive an assignment prior to leaving.
- (3) To enable personnel to attend to personal matters, the Captain is permitted to grant up to one (1) hour off; the Battalion Chief is permitted to grant up to two (2) hours off. The Captain and/or Battalion Chief will not be unreasonable in the application of granting this leave. Such time off granted shall not exceed two (2) hours in a 24-hour period without the permission of the Battalion Chief. The employee must receive permission prior to leaving. Any notation of time granted will be recorded in the company log.
- (4) Effective July 1, 2005, on shift personnel attending assigned training within eight (8) air miles from the employee's assigned station and having Department transportation to respond to a working fire will not affect the recall staffing as outlined in Section (b).

The City will continue the practice of moving up personnel into acting positions during such training, and will continue the practice of assignment differential pay to those personnel assigned to "move-up" during training in accordance with Article 27. Detail Assignment of the Contract between the I.A.F.F. and the City.

- (d) (1) Detail assignment for vacancies in the rank of Operator/Captain which are not filled through the call-back procedure shall be made consistent with the provisions of the Contract and utilizing the following priorities when practicable.
 - 1. From the Company in which the vacancy occurs.
 - 2. From the Station from which the vacancy occurs.
 - 3. From the shift on which the vacancy occurs.
 - (2) All issues presently covered under paragraph 5 of the 84-2 Settlement Agreement shall be removed to the Labor/Management forum and any changes thereto shall be negotiated between the Union and the Fire Chief through such facility.
 - (3) It is further understood and agreed by the parties that the forty percent (40%) requirement covered under paragraph 5 of the 84-2 Settlement Agreement is now removed.
- (e) It is the intent of the parties that this Article replaces the previous agreements included in Grievance Resolution 84-2.
 - (f) For emergencies, if a staffed water tender is assigned or dispatched Independently from its normal duty station/Engine Company, and its assignment is anticipated to last more than one (1) hour, recall will be initiated per Article 9 Overtime Compensation, Section (a)(2), to bring the affected Engine Company staffing back to four (4) professional firefighters.

ARTICLE 47. LABOR MANAGEMENT COOPERATION:

(a) The Fire Chief agrees to meet with labor representatives once monthly, or more often by mutual consent, for a two (2) hour session to discuss problems and objectives of mutual concern.

(b) A consolidation oversight committee shall be established to assist with the consolidation of Truckee Meadows Fire Protection District employees into the Reno Fire Department. It shall be comprised of an equal number of members from

Local 731 and the City of Reno. Members from Local 731 shall be appointed by the President of Local 731.

The duties of the oversight committee shall include:

- (1) oversight of cross-training
- (2) standards determination
- (3) operational procedures
- (4) other matters related to consolidation as assigned by the Fire Chief.

ARTICLE 48. INOCULATIONS:

The City shall provide, at no cost to the employee, those infectious disease vaccinations that are identified as needed by the Joint Safety Committee after input from the EMS Committee 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 needed 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 the treatment of diseases related to the heart and lungs.

ARTICLE 49. EMERGENCY MEDICAL TECHNICIAN CERTIFICATION:

(a) The Union will encourage all employees holding a valid State of Nevada Emergency Medical Technician certification to maintain an Emergency Medical Technician certification. There will be a one (1) year grace period after expiration of certification for special circumstances if an employee fails to qualify for recertification. In addition, any employee hired on or after January 1, 1998 shall be required to maintain a valid State of Nevada Emergency Medical Technician certification as a condition of employment starting from the date of completion of probation. Advanced Emergency Medical Technicians and Paramedics hired after July 1, 2016 must maintain, at minimum, the level of EMS certification held upon date of hire for a minimum period of seven (7) years as a condition of employment.

(b) In recognition of their training, skills and the tasks performed when responding to an emergency medical incident, all bargaining unit members covered by this agreement who maintain a valid State of Nevada certification equal to or greater than Advanced Emergency Medical Technician shall receive incentive pay equal to five percent (5.0%) of a Captain's hourly base wage per hour worked.

(c) The City will maintain a minimum level of 99 Advanced Emergency Medical Technician qualified personnel based on eleven current

companies. The minimum level of 99 Advanced Emergency Medical Technician qualified personnel shall increase by 6, for every additional company that is staffed and licensed with Advanced Emergency Medical Technician personnel. The Fire Chief shall determine the number of additional Advanced Emergency Medical Technician qualified personnel required (if any) in addition to those levels identified above. If the total number of Advanced Emergency Medical Technician qualified personnel drops below the minimum level listed above, then a new Advanced Emergency Medical Technician training class will be held to raise the total number of Advanced Emergency Medical Technician qualified personnel to the minimum.

(d) The minimum level of Paramedic qualified personnel shall be 5, for every company that is staffed and licensed with Paramedic Level personnel. The Fire Chief shall determine the number of additional Paramedic qualified personnel required (if any) in addition to the level identified above. If the total number of Paramedic qualified personnel drops below the minimum level listed above, then a new Paramedic training class will be held to raise the total number of Paramedic qualified personnel to the minimum.

(e) In recognition of their training, skills and the tasks performed when responding to an emergency medical incident, all bargaining unit members covered by this agreement who maintain a valid State of Nevada certification equal to or greater than Paramedic shall receive incentive pay equal to six percent (6%) of a Captain's hourly base wage per hour worked. The Paramedic incentive will be in addition to the Advanced Emergency Medical Technician incentive.

(f) One position on each shift will be filled on each apparatus identified as an Intermediate Life Support designated apparatus by a qualified Advanced Emergency Medical Technician for the purpose of daily staffing and accommodating the bidding system, pursuant to Article 51 Seniority Bid System, and the Seniority Bid System Agreement, section (4).

(g) Initial Advanced Emergency Medical Technician training will be offered on duty if possible. If it becomes necessary to require employees to take the training off duty, then those employees will be paid at the 1.5 rate in accordance with provisions of Article 9 Overtime, for any overtime hours spent in training. All confirmed line employees covered by the Local 731 contract who hold current certification as an Emergency Medical Technician will be eligible for the Advanced Emergency Medical Technician training. Recertification training will be offered on duty. New employees who are hired and maintain Advanced Emergency Medical Technician certification or greater are eligible to receive any applicable Emergency Medical Technician incentives after confirmation or once the employee has started a Department approved preceptor program. The Department shall offer the opportunity to be precepted on a regular basis to eligible employees and eligible employees agree to make themselves available to participate in the Department sponsored precepting program. No probationary Firefighter shall be precepted if it may jeopardize completion of initial Firefighter probation. New Advanced Emergency Medical Technician trainees shall be

drawn pursuant to the Temporary and Special Assignment Agreement. The City will continue to offer all EMS Training to employees while on duty.

(h) Recertification Paramedic training will be offered on duty if possible. If it becomes necessary to require employees to take the training off duty, then those employees will be paid at the 1.5 rate in accordance with provisions of Article 9 Overtime, for any overtime hours spent in training.

New employees who are hired and maintain Paramedic certification or greater are eligible to receive the EMT- Paramedic incentive. Paramedic trainees shall be drawn pursuant to the Temporary and Special Assignment Agreement. The City will continue to offer all EMS Training to employees while on duty.

(i) Joint Emergency Medical Services (EMS) Committee. A Joint EMS Committee composed of three (3) representatives of the Union and two (2) representatives of management shall be maintained. Each party may designate three (3) alternatives. The Joint EMS Committee shall make recommendations to the Fire Chief regarding operations of the Reno Fire Department EMS program. The Committee shall meet a minimum of every six (6) months and/or when a member notifies the Chairperson of the existence of an EMS concern.

ARTICLE 50. PARENTAL LEAVE:

Maternal and Paternal Leave without pay may be granted to a mother and/or father for up to ten (10) shifts for line employees and up to twenty-one work days for non-line employees. If approved, such leave must be taken within fourteen (14) calendar days prior to the expected delivery date, or within one hundred and twenty (120) days after the birth or adoption of a child. The granting of this leave shall be at the discretion of the Fire Chief.

ARTICLE 51. SENIORITY BID SYSTEM:

Station and company assignments shall be made pursuant to the Seniority Bid System Agreement. Any changes to the Seniority Bid System shall be negotiated between the Union and the Fire Chief through the Labor Management forum. The Union may develop the Seniority Bid System for those line classifications represented by the Union within the guidelines of the Seniority Bid System Agreement.

ARTICLE 52. CONSOLIDATION:

The City of Reno agrees to negotiate, including all provisions provided by NRS 288 and this contract within the scope of representation of Local 731, IAFF, with the Union over the impact and effects on represented employees of any decision to consolidate, merge, contract, subcontract, or any other form of transfer or placement to another entity, of any function which Local 731, IAFF, has a legal interest.

ARTICLE 53. SUCCESSORSHIP:

(a) 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 Local 731,

IAFF, 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 obligations under this contract.

(b) In the event a bargaining agent other than Local 731, IAFF, would assume the representation rights over Local 731, IAFF, or its members or former members, then the City of Reno shall not enter into any agreement with the successor employer regarding section (a) 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 Local 731's satisfaction, the successor employer's assumption of the City of Reno's contract obligations per section (a) above.

ARTICLE 54. LIMITED REOPENERS:

During the life of this contract, either party may request negotiations on three (3) Articles or new Articles having impact and effect on the Labor Agreement. If such request is made, negotiations shall commence promptly. Such negotiations shall be conducted in accordance with NRS 288 and this contract. The parties agree that an opened Article may have an impact on other Articles, including those listed below. It is specifically agreed that the following Articles are not subject to the provisions of this Article:

Preamble - Article 1; Recognition - Article 3; Hours of Duty - Article 4; Vacation - Article 5; Sick Leave - Article 6; Holidays - Article 7; Salaries - Article 8; Overtime Compensation - Article 9; Non-Discrimination - Article 11; Longevity Pay - Article 14; Clothing Allowance - Article 15; On-the-Job Injury - Article 17; Training Courses and Incentives - Article 26; Amending Procedure - Article 31; Savings Clause - Article 32; Duration of Agreement - Article 33; Personnel Reduction - Article 35; Prevailing Rights - Article 44; Benefit Accruals - Article 45; Staffing - Article 46; Consolidation - Article 52; Successorship - Article 53.

ARTICLE 55. RETIREMENT HEALTH SAVINGS PLAN (RHSP):

(a) Every employee in the bargaining unit shall participate in the Retirement Health Savings Plan (RHSP). The RHSP shall be in compliance with all State and Federal Laws.

(b) The RHSP shall be negotiated between the IAFF, Local 731 and the City of Reno. The RHSP shall be maintained in accordance with the Collective Bargaining Agreement between the City of Reno and the IAFF, Local 731, and State and Federal Laws.

(c) Any modifications to the RHSP shall be made through the negotiations process or as a result of a state and federal law change or by the Plan Provider. This agreement shall be in compliance with Article 32, Savings Clause, (b).

(d) The employer will not contribute any additional funds other than what is described in Article 6(e) and (g) Sick Leave. The employer will not be responsible for any costs for plan administration or fees.

IN WITNESS WHEREOF, the City and the Association have caused these presents to be duly executed by their authorized representatives this 1ST day of JUNE, 2017.

RENO FIRE FIGHTERS LOCAL 731
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

CITY OF RENO, NEVADA

By: [Signature]
President
CHIEF NEGOTIATOR, IAFF

By: [Signature]
Mayor

By: [Signature]
IAFF

By: [Signature]
IAFF

By: [Signature]
IAFF



Attest:

[Signature]
City Clerk

WITNESSETH:

APPROVED AS TO LEGAL FORM:

WILLIAM COOPER, DEPUTY CITY
City Attorney ATTORNEY

By: [Signature]

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APPENDIX A-1
SALARY PLAN FOR PERSONNEL COVERED BY THIS AGREEMENT
Effective July 8, 2016 through July 6, 2017
NON-SUPERVISORY PERSONNEL
Wage Patterns in Dollars

Class Title	Salary Grade	Step 1	Step 2	Step 3	Step 4	Rate
LINE PERSONNEL						
Firefighter	F11	2,025.91	2,267.24	2,508.49	2,749.81	Bi-Weekly
		18.09	20.24	22.40	24.55	Regular Hourly Rate
		27.13	30.36	33.60	36.83	Overtime Hourly Rate
		52,673.75	58,948.15	65,220.74	71,495.14	Annual Rate
NON-LINE PERSONNEL						
Fire Prevention Inspector I	F11	2,025.92	2,267.23	2,508.50	2,749.81	Bi-Weekly
		25.32	28.34	31.36	34.37	Regular Hourly Rate
		37.99	42.51	47.03	51.56	Overtime Hourly Rate
		52,673.92	58,948.07	65,220.91	71,495.06	Annual Rate

APPENDIX A-1
SALARY PLAN FOR PERSONNEL COVERED BY THIS AGREEMENT
Effective July 7, 2017 through July 5, 2018
NON-SUPERVISORY PERSONNEL
Wage Patterns in Dollars

Class Title	Salary Grade	Step 1	Step 2	Step 3	Step 4	Rate
LINE PERSONNEL						
Firefighter	F11	2,066.43	2,312.58	2,558.66	2,804.81	Bi-Weekly
		18.45	20.65	22.85	25.04	Regular Hourly Rate
		27.68	30.97	34.27	37.56	Overtime Hourly Rate
		53,727.22	60,127.11	66,525.15	72,925.05	Annual Rate
NON-LINE PERSONNEL						
Fire Prevention Inspector I	F11	2,066.44	2,312.58	2,558.67	2,804.81	Bi-Weekly
		25.83	28.91	31.98	35.06	Regular Hourly Rate
		38.75	43.36	47.97	52.59	Overtime Hourly Rate
		53,727.40	60,127.03	66,525.33	72,924.96	Annual Rate

APPENDIX A-1
SALARY PLAN FOR PERSONNEL COVERED BY THIS AGREEMENT
Effective July 6, 2018 through July 11, 2019
NON-SUPERVISORY PERSONNEL
Wage Patterns in Dollars

Class Title	Salary Grade	Step 1	Step 2	Step 3	Step 4	Rate
LINE PERSONNEL						
Firefighter	F11	2,107.76	2,358.83	2,609.83	2,860.91	Bi-Weekly
		18.82	21.06	23.30	25.54	Regular Hourly Rate
		28.23	31.59	34.95	38.32	Overtime Hourly Rate
		54,801.77	61,329.66	67,855.66	74,383.55	Annual Rate
NON-LINE PERSONNEL						
Fire Prevention Inspector I	F11	2,107.77	2,358.83	2,609.84	2,860.90	Bi-Weekly
		26.35	29.49	32.62	35.76	Regular Hourly Rate
		39.52	44.23	48.93	53.64	Overtime Hourly Rate
		54,801.95	61,329.57	67,855.84	74,383.46	Annual Rate

APPENDIX A-1
SALARY PLAN FOR PERSONNEL COVERED BY THIS AGREEMENT
Effective July 8, 2016 through July 6, 2017
NON-SUPERVISORY PERSONNEL
Wage Patterns in Dollars

Class Title	Salary Grade	Probationary	Confirmed	Rate
LINE PERSONNEL				
Fire Equipment Operator	F16	Not applicable per Contract Negotiations	3,027.18	Bi-Weekly
			27.03	Regular Hourly Rate
			40.54	Overtime Hourly Rate
			78,706.56	Annual Rate
NON-LINE PERSONNEL				
Water Supply Inspector	F16	2,670.88	3,027.19	Bi-Weekly
		33.39	37.84	Regular Hourly Rate
		50.08	56.76	Overtime Hourly Rate
		69,442.83	78,706.95	Annual Rate
Fire Equipment Mechanic	F17	2,769.07	3,074.14	Bi-Weekly
		34.61	38.43	Regular Hourly Rate
		51.92	57.64	Overtime Hourly Rate
		71,995.84	79,927.64	Annual Rate
Fire Prevention Inspector II	F17	Not applicable per Contract Negotiations	3,074.14	Bi-Weekly
			38.43	Regular Hourly Rate
			57.64	Overtime Hourly Rate
			79,927.64	Annual Rate

APPENDIX A-1
SALARY PLAN FOR PERSONNEL COVERED BY THIS AGREEMENT
Effective July 7, 2017 through July 5, 2018
NON-SUPERVISORY PERSONNEL
Wage Patterns in Dollars

Class Title	Salary Grade	Probationary	Confirmed	Rate
LINE PERSONNEL				
Fire Equipment Operator	F16	Not applicable per Contract Negotiations	3,087.72	Bi-Weekly
			27.57	Regular Hourly Rate
			41.35	Overtime Hourly Rate
			80,280.69	Annual Rate
NON-LINE PERSONNEL				
Water Supply Inspector	F16	2,724.30	3,087.73	Bi-Weekly
		34.05	38.60	Regular Hourly Rate
		51.08	57.90	Overtime Hourly Rate
		70,831.69	80,281.09	Annual Rate
Fire Equipment Mechanic	F17	2,824.45	3,135.62	Bi-Weekly
		35.31	39.20	Regular Hourly Rate
		52.96	58.79	Overtime Hourly Rate
		73,435.76	81,526.20	Annual Rate
Fire Prevention Inspector II	F17	Not applicable per Contract Negotiations	3,135.62	Bi-Weekly
			39.20	Regular Hourly Rate
			58.79	Overtime Hourly Rate
			81,526.20	Annual Rate

APPENDIX A-1
SALARY PLAN FOR PERSONNEL COVERED BY THIS AGREEMENT
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NON-SUPERVISORY PERSONNEL
Wage Patterns in Dollars

Class Title	Salary Grade	Probationary	Confirmed	Rate
LINE PERSONNEL				
Fire Equipment Operator	F16	Not applicable per Contract Negotiations	3,149.47	Bi-Weekly
			28.12	Regular Hourly Rate
			42.18	Overtime Hourly Rate
			81,886.31	Annual Rate
NON-LINE PERSONNEL				
Water Supply Inspector	F16	2,778.78	3,149.49	Bi-Weekly
		34.73	39.37	Regular Hourly Rate
		52.10	59.05	Overtime Hourly Rate
		72,248.32	81,886.71	Annual Rate
Fire Equipment Mechanic	F17	2,880.94	3,198.34	Bi-Weekly
		36.01	39.98	Regular Hourly Rate
		54.02	59.97	Overtime Hourly Rate
		74,904.47	83,156.72	Annual Rate
Fire Prevention Inspector II	F17	Not applicable per Contract Negotiations	3,198.34	Bi-Weekly
			39.98	Regular Hourly Rate
			59.97	Overtime Hourly Rate
			83,156.72	Annual Rate

APPENDIX A-1
SALARY PLAN FOR PERSONNEL COVERED BY THIS AGREEMENT
Effective July 8, 2016 through July 6, 2017
SUPERVISORY PERSONNEL
Wage Patterns In Dollars

Class Title	Salary Grade	Probationary	Confirmed	Rate
LINE PERSONNEL				
Fire Captain - Suppression	F21	Not applicable per Contract Negotiations	3,414.88	Bi-Weekly
			30.49	Regular Hourly Rate
			45.74	Overtime Hourly Rate
			88,786.88	Annual Rate
NON-LINE PERSONNEL				
Fire Captain - Training Fire Captain - Prevention	F21	Not applicable per Contract Negotiations	3,415.20	Bi-Weekly
			42.69	Regular Hourly Rate
			64.04	Overtime Hourly Rate
			88,795.20	Annual Rate
Fire Equipment Superintendent	F21	3,042.40	3,415.20	Bi-Weekly
		38.03	42.69	Regular Hourly Rate
		57.05	64.04	Overtime Hourly Rate
		79,102.40	88,795.20	Annual Rate

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SALARY PLAN FOR PERSONNEL COVERED BY THIS AGREEMENT
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SUPERVISORY PERSONNEL
Wage Patterns in Dollars

Class Title	Salary Grade	Probationary	Confirmed	Rate
LINE PERSONNEL				
Fire Captain - Suppression	F21	Not applicable per Contract Negotiations	3,483.18	Bi-Weekly
			31.10	Regular Hourly Rate
			48.65	Overtime Hourly Rate
			90,562.62	Annual Rate
NON-LINE PERSONNEL				
Fire Captain - Training Fire Captain - Prevention	F21	Not applicable per Contract Negotiations	3,483.50	Bi-Weekly
			43.54	Regular Hourly Rate
			65.32	Overtime Hourly Rate
			90,571.10	Annual Rate
Fire Equipment Superintendent	F21	3,103.25	3,483.50	Bi-Weekly
		38.79	43.54	Regular Hourly Rate
		58.19	65.32	Overtime Hourly Rate
		80,684.45	90,571.10	Annual Rate

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SUPERVISORY PERSONNEL
Wage Patterns in Dollars

Class Title	Salary Grade	Probationary	Confirmed	Rate
LINE PERSONNEL				
Fire Captain - Suppression	F21	Not applicable per Contract Negotiations	3,552.84	Bi-Weekly
			31.72	Regular Hourly Rate
			47.58	Overtime Hourly Rate
			92,373.87	Annual Rate
NON-LINE PERSONNEL				
Fire Captain - Training Fire Captain - Prevention	F21	Not applicable per Contract Negotiations	3,553.17	Bi-Weekly
			44.41	Regular Hourly Rate
			66.62	Overtime Hourly Rate
			92,382.53	Annual Rate
Fire Equipment Superintendent	F21	3,165.31	3,553.17	Bi-Weekly
		39.57	44.41	Regular Hourly Rate
		59.35	66.62	Overtime Hourly Rate
		82,298.14	92,382.53	Annual Rate

APPENDIX A-1

SALARY PLAN FOR PERSONNEL COVERED BY THIS AGREEMENT

Effective July 8, 2016 through July 6, 2017

SUPERVISORY PERSONNEL

Wage Patterns in Dollars

Class Title	Salary Grade	Step 1 Probationary	Step 2 Confirmed	Step 3	Step 4	Step 5	Step 6	Step 7	Rate
NON-LINE PERSONNEL									
Fire Protection Engineer	F26	2,816.00	2,942.40	3,076.00	3,212.80	3,358.40	3,510.40	3,670.40	Bi-Weekly
		35.20	36.78	38.45	40.16	41.98	43.88	45.88	Regular Hourly Rate
		52.80	55.17	57.68	60.24	62.97	65.82	68.82	Overtime Hourly Rate
		73,216.00	76,502.40	79,976.00	83,532.80	87,318.40	91,270.40	95,430.40	Annual Rate

APPENDIX A-1

SALARY PLAN FOR PERSONNEL COVERED BY THIS AGREEMENT

Effective July 7, 2017 through July 5, 2018

SUPERVISORY PERSONNEL

Wage Patterns in Dollars

Class Title	Salary Grade	Step 1 Probationary	Step 2 Confirmed	Step 3	Step 4	Step 5	Step 6	Step 7	Rate
NON-LINE PERSONNEL									
Fire Protection Engineer	F26	2,872.32	3,001.25	3,137.52	3,277.06	3,425.57	3,580.61	3,743.81	Bi-Weekly
		35.90	37.52	39.22	40.96	42.82	44.76	46.80	Regular Hourly Rate
		53.86	56.27	58.83	61.44	64.23	67.14	70.20	Overtime Hourly Rate
		74,680.32	78,032.45	81,575.52	85,203.46	89,064.77	93,095.81	97,339.01	Annual Rate

APPENDIX A-1

SALARY PLAN FOR PERSONNEL COVERED BY THIS AGREEMENT

Effective July 6, 2018 through July 11, 2019

SUPERVISORY PERSONNEL

Wage Patterns in Dollars

Class Title	Salary Grade	Step 1 Probationary	Step 2 Confirmed	Step 3	Step 4	Step 5	Step 6	Step 7	Rate
NON-LINE PERSONNEL									
Fire Protection Engineer	F26	2,929.77	3,061.27	3,200.27	3,342.60	3,494.08	3,652.22	3,818.68	Bi-Weekly
		36.62	38.27	40.00	41.78	43.68	45.65	47.73	Regular Hourly Rate
		54.93	57.40	60.01	62.67	65.51	68.48	71.60	Overtime Hourly Rate
		76,173.93	79,593.10	83,207.03	86,907.53	90,846.06	94,957.72	99,285.79	Annual Rate

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Effective July 8, 2016 through July 6, 2017
NON-SUPERVISORY PERSONNEL
Wage Patterns in Dollars

Class Title	Salary Grade	Step 1 Probationary	Step 2 Confirmed	Step 3	Step 4	Step 5	Rate
NON-LINE PERSONNEL							
Fire Equipment Service Technician	F10	2,003.20	2,108.80	2,219.20	2,336.00	2,459.20	Bi-Weekly
		25.04	26.36	27.74	29.20	30.74	Regular Hourly Rate
		37.56	39.54	41.61	43.80	46.11	Overtime Hourly Rate
		52,083.20	54,828.80	57,699.20	60,736.00	63,939.20	Annual Rate

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NON-SUPERVISORY PERSONNEL
Wage Patterns in Dollars

Class Title	Salary Grade	Step 1 Probationary	Step 2 Confirmed	Step 3	Step 4	Step 5	Rate
NON-LINE PERSONNEL							
Fire Equipment Service Technician	F-10	2,043.26	2,150.98	2,263.58	2,382.72	2,508.38	Bi-Weekly
		25.54	26.89	28.29	29.78	31.35	Regular Hourly Rate
		38.31	40.33	42.44	44.68	47.03	Overtime Hourly Rate
		53,124.86	55,925.38	58,853.18	61,950.72	65,217.98	Annual Rate

APPENDIX A-1
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Effective July 6, 2018 through July 11, 2019
NON-SUPERVISORY PERSONNEL
Wage Patterns in Dollars

Class Title	Salary Grade	Step 1 Probationary	Step 2 Confirmed	Step 3	Step 4	Step 5	Rate
NON-LINE PERSONNEL							
Fire Equipment Service Technician	F10	2,084.13	2,194.00	2,308.86	2,430.37	2,558.55	Bi-Weekly
		26.05	27.42	28.86	30.38	31.98	Regular Hourly Rate
		39.08	41.14	43.29	45.57	47.97	Overtime Hourly Rate
		54,187.36	57,043.88	60,030.25	63,189.73	66,522.34	Annual Rate

Appendix B-1. Consanguinity Chart

