Agenda Title: For Possible Action: Discussion and possible action on a proposed collective bargaining agreement ("CBA") between Carson City and the Carson City Fire Fighters Association, Local # 2251 of the International Association of Fire Fighters ("IAFF") on behalf of Carson City Fire Department employees with the rank of Battalion Chief, to be retroactively effective beginning July 1, 2023, and expiring June 30, 2027, with an estimated fiscal impact of $661,708 above the five-year projections included in the Fiscal Year ("FY") 2024 City budget which was previously approved by the Board of Supervisors ("Board"). (Nancy Paulson, npaulson@carson.org)

Staff Summary: Carson City and IAFF have engaged in extensive labor negotiations for a successor CBA, as the current CBA term expired on June 30, 2023. The proposed CBA is for a four-year term, expiring June 30, 2027. This matter is being considered in accordance with the public hearing process set forth in NRS 288.153.

Proposed Motion
I move to approve the agreement and to authorize the District Attorney's Office to make any necessary revisions that are clerical and not substantive when finalizing the agreement.

Board’s Strategic Goal
Organizational Culture

Previous Action
March 4, 2021 (Item 20B) – The Board approved a memorandum of understanding ("MOU") with IAFF to extend the existing CBA by three years, through June 30, 2023, and providing annual, 3% cost of living adjustments ("COLA").

January 16, 2020 (Item 26A) – The Board approved a MOU between Carson City, IAFF, and the Carson City Fire Department Classified Chief Officers Association ("CCOA"), regarding IAFF taking over representation of the Battalion Chiefs unit from CCOA.

November 21, 2013 (Item 20D) – The Board approved an amendment to the existing CBA to extend its term by three years, through June 30, 2020, and providing annual, 3% COLAs.

June 7, 2012 (Item 22B) – The Board approved an amendment to the existing CBA to extend its term by three years, through June 30, 2017, and making various changes, including eliminating the 2% COLA for FY 2013, modifying sick leave payouts, providing retiree insurance subsidies and increasing group life insurance coverage.
May 6, 2010 (Item 21A) – The Board approved the existing CBA, with an original term beginning July 1, 2010, and ending June 30, 2014.

**Background/Issues & Analysis**

In accordance with NRS 288.153, Nancy Paulson, Carson City Manager, will report to the Board the fiscal impact of the proposed CBA.

The proposed successor CBA covers a bargaining unit that currently includes five employees. Bargaining representatives for the City and IAFF have tentatively agreed to the following changes in the successor CBA, for a proposed four-year term, effective July 1, 2023, through June 30, 2027:

Article 1 (Preamble and Defined Terms): clarifying the bargaining unit covered by the CBA and making other changes for clarity.

Article 2 (Recognition): clarifying the bargaining unit covered by the CBA and IAFF’s role.

Article 5 (Residence and Minimum Constant Staffing): changing residency requirement from 30 minutes from Station 51 to 60 minutes, adding a requirement for the City to have one suppression-qualified battalion chief on duty at all times and establishing related staffing procedures.

Article 6 (Salaries): providing a 5% COLA increase in FY 2024 and a 3% COLA increase in FY 2025, 2026 and 2027.

Article 7 (Merit Salary Adjustments): making minor adjustments and clarifications.

Article 8 (Hours of Work and Overtime): adding language to better describe 56- and 40-hour work assignments, allowing Battalion Chiefs (except the Fire Marshall) to receive overtime for specifically identified activities and establishing the overtime rate for Battalion Chiefs performing shift work during a 40-hour assignment.

Article 9 (Holidays and Holiday Pay): adding language to clarify holiday time for employees working 8-, 10-, and 24-hour shifts and adding Juneteenth as an observed holiday.

Article 10 (Educational Costs and Incentive Pay): adding incentive pay for Fire Officer 3 or 4 certificates (subject to 5% cap on educational incentives), managing specific specialty teams (subject to a 6% cap on specialty team incentives), Spanish fluency, administrative assignments (available only to current Battalion Chiefs) and POST Reserve certificate; and capping incentive pay additions at 15%, excluding incentives for administrative assignments.

Article 15 (Repair or Replacement of Personal Property): allowing Battalion Chiefs to seek partial reimbursement for leather helmets damaged on-duty.

Article 17 (Group Health Insurance): clarifying City’s contribution obligations for dependent coverage.

Article 18 (Physical Examinations): adding terms regarding compensation for attending required physical examinations and adding terms for Battalion Chiefs to undergo voluntary cancer screening with a maximum City expense of $300 per employee every two years.

Article 19 (Annual Leave): removing term providing that Battalion Chiefs will not be charged for less than one day of vacation time and adding new terms on minimum period of leave that can be taken and clarifying leave accruals after notice of resignation, retirement or layoff.
Article 20 (Military Leave): providing more detail on how military leave will be handled.

Article 21 (Sick Leave): removing term providing that Battalion Chiefs will not be charged for less than one day of sick leave and adding new terms on minimum period of sick leave that can be taken; modifying existing catastrophic leave system to make Battalion Chiefs part of the City-wide catastrophic leave system; adding language specifically addressing pregnancy and parental leave; and making various changes for clarity.

Article 22 (Workers’ Compensation Leave): modifying language to clarify that this term applies to workers’ compensation claims deemed compensable.

Article 23 (Court Leave): clarifying payment for work-related court appearances.

Article 28 (Grievance Procedure): modifying language to clarify each party’s timelines for action during grievances.

Article 29 (Lawsuits Against Employees): providing more detail on City’s obligations to defend and indemnify.

Article 35 (Management Leave): providing an additional week of management leave which is forfeited without payout if unused.

Article 37 (Adoption and Duration of Agreement): making the CBA effective July 1, 2023, through June 30, 2027, and adding terms allowing for automatic renewal each year thereafter.

Article 38 (Waiver of Ambulance Fees): modifying language to better describe the CC-CARE+ Ambulance Membership Program.

Article 39 (Longevity Pay): modifying term such that longevity benefit is calculated as a percentage of a Battalion Chief’s base pay instead of the top-step pay of a Firefighter/Paramedic.

Article 40 (Parity): modifying term so that parity right applies only to COLA and base pay adjustments in the non-supervisory firefighters’ unit.

Article 41 (Licensing and Certification): requiring employees to maintain all licenses and certificates required by their job descriptions.

Article 42 (Rules and Regulations): adding language to clarify Battalion Chiefs’ obligations to comply with City and Fire Department rules, regulations and policies; and providing that Battalion Chiefs will comply with the City’s Drug and Alcohol Policy and not the Fire Department’s.

**Applicable Statute, Code, Policy, Rule or Regulation**
NRS Chapter 288

**Financial Information**
Is there a fiscal impact? Yes

If yes, account name/number: General Fund, Fire Department 10125XX – 500XXX (All Salaries and Benefits) and Ambulance Fund, 50125XX – 500XXX (All Salaries and Benefits)

Is it currently budgeted? No

Explanation of Fiscal Impact: If approved, the fiscal impacts of the new CBA are estimated to be $6,304,225 for the four-year contract, which is estimated to be $661,708 above the five-year projections included in the FY
2024 City budget. The impact on the FY 2024 budget is estimated to be $155,964 more than what was approved for the FY 2024 City budget. Calculations were performed during negotiations, and assumes all employees stay in their same position and move through the step table accordingly for all four years. City staff expects there will be salary savings due to turnover within the four-year period.

**Alternatives**
Do not approve the proposed CBA and instruct staff to continue negotiations.

**Attachments:**
1 - Proposed BC CBA - Redline.pdf
2 - Proposed BC CBA - Final, Clean Copy.pdf
3 - Proposed BC CBA Fiscal Impact.pdf

**Board Action Taken:**
Motion: ________________ 1) ________________ 2) ________________ Aye/Nay
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