

**City of Carson City
Agenda Report**

Date Submitted: 6-26-12
To: Carson City Board of Supervisors
From: Stacey Giomi, Fire Chief

Agenda Date Requested: 7-5-12
Time Requested: 5 minutes

Subject Title: For possible action: To approve the "Amended Collective Bargaining Agreement" between Carson City and the Carson City Firefighter's Association, Local #2251 of the International Association of Firefighters, July 1, 2010 to June 30, 2017. *(Stacey Giomi)*

Staff Summary: This agenda item will be considered immediately after, but combined with, the corresponding collective bargaining agreement public hearing agenda item, and both items will be heard simultaneously. The proposed amendment will add the Fire Prevention Captain position to Article 2 of the Collective Bargaining Agreement. This position will provide management oversight of the Fire Prevention Bureau. Staff believes the contract satisfies the interests of the City and the Union. This matter is being considered in accordance with the public hearing process set forth in NRS 288.153.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: Having considered the matters raised during the public hearing, I move to approve the "Amended Collective Bargaining Agreement between Carson City and the Carson City Fire Fighters Association, Local #2251 of the International Association of Fire Fighters, July 1, 2010 to June 30, 2017"

Explanation for Recommended Board Action: At the NRS 288.153 Public Hearing (and during the Board's consideration of this agenda item for approval of the collective bargaining agreement), the City Manager is recommending approval by the Board. The proposed amendment will add the Fire Prevention Captain position to Article 2 of the Collective Bargaining Agreement. This position will provide management oversight of the Fire Prevention Bureau. The current employees of the Fire Prevention Bureau are recognized under Article 2 of the Agreement.

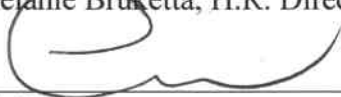


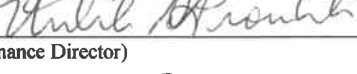

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Supporting Material: Amended Collective Bargaining Agreement between Carson City and the Carson City Firefighter's Association, Local #2251, of the International Association of Firefighters.

Prepared By: Melanie Bruketta, H.R. Director

Reviewed By:  Date: 6/26/12
(City Manager)
 Date: 6-26-12
(Fire Chief)
 Date: 6/26/12
(District Attorney)
 Date: 6/26/12
(Finance Director)
 Date: 6-26-12
(HR Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____ _____

(Vote Recorded By)

1 ARTICLE 1. PREAMBLE

2 This Agreement is entered into by and between Carson City, hereinafter referred
3 to as "Employer", and Local #2251, I.A.F.F., Carson City Fire Fighters Association,
4 hereinafter referred to as "Association." Members of Association, employed by
5 Employer, shall hereinafter be referred to as "Employees".

6 It is the purpose of this Agreement to achieve and maintain harmonious relations
7 between Employer and Association; to provide for equitable and peaceful adjustment of
8 differences which may arise; and to establish proper standards for wages, hours and
9 other conditions of employment.

10

11 ARTICLE 2. RECOGNITION

12 2.1 Employer recognizes the Association as the exclusive bargaining agent for
13 all Employees of the Carson City Fire Department except the Fire Chief, Assistant
14 Chief, Division Chief, Battalion Chief, EMS Battalion Chief, Training Battalion Chief,
15 part-time or seasonal positions, unclassified (exempt) employees, and employees
16 recognized by other City bargaining units, ~~and Fire Inspectors and/or Fire Prevention~~
17 ~~Technicians hired after July 1, 2006 unless the Fire Inspectors and/or Fire Technicians~~
18 ~~are hired from the bargaining unit suppression personnel.~~ "Seasonal Employees" are
19 employees who are hired by the City for a term of less than one year. "Part-time
20 Employees" are employees who are hired by the City for less than or equal to 1039
21 hours per year.

22

23 ARTICLE 3. STRIKES, LOCKOUTS AND DISCRIMINATION

24 3.1 Association and its members will not strike against Employer under any
25 circumstances. As used in this article, "strike" means any concerted:

26 (a) Stoppage of work, slowdown or interruption of operations by
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**Amended
Collective
Bargaining
Agreement**

(July 1, 2010 to June
30,2017)

CARSON CITY
and the
CARSON CITY FIRE FIGHTERS
ASSOCIATION, LOCAL #2251
of the
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS

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25 APPENDIX A

FIRE FIGHTER ASSOCIATION COMPENSATION SCHEDULES

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3 to as "Employer", and Local #2251, I.A.F.F., Carson City Fire Fighters Association,
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16 recognized by other City bargaining units. "Seasonal Employees" are employees who
17 are hired by the City for a term of less than one year. "Part-time Employees" are
18 employees who are hired by the City for less than or equal to 1039 hours per year.

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22 circumstances. As used in this article, "strike" means any concerted:

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Employees;

(b) Absence from work by Employees upon any pretext or excuse which is not founded in fact; or

(c) Interruption of the operations of Employer by Association.

3.2 Employer will not lockout, restrain, coerce, interfere with, or discriminate against any Employee because of membership in Association or lawful activity on behalf of Association.

3.3 Employer will not discriminate against any Employee because of race, color, religion, sex, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.

ARTICLE 4. MANAGEMENT RIGHTS

4.1 Those subject matters which are not within the scope of mandatory bargaining and which are reserved to Employer without negotiations include:

(a) The right to hire, direct, assign or transfer an Employee, but excluding the right to assign or transfer an Employee as a form of discipline.

(b) The right to reduce in force or lay off any Employee because of lack of work or lack of funds, subject to procedures for reduction in work force set forth in Article 29.

(c) The right to determine:

(1) Appropriate staffing levels and work performance standards, except for safety considerations;

(2) The content of the workday, including without limitation workload factors, except for safety considerations;

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

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

2 (d) Safety of the Public.

3

4 ARTICLE 5. SALARIES

5 5.1 Effective July 1, 2010, (FY 2011) Employees shall not receive a merit step
6 increase or cost of living increase. See Appendix A

7 5.2 Effective July 1, 2011, (FY 2012) Employees shall not receive a merit step
8 increase or cost of living increase. See Appendix A

9 5.3 Effective July 1, 2012, (FY 2013) Employees will be eligible to receive a merit
10 step increase but not a cost of living increase. See Appendix A

11 5.4 Effective July 1, 2013, (FY 2014) Employees will be eligible to receive a
12 merit step increase plus a 2% cost of living increase. See Appendix A

13 5.5 Effective July 1, 2014, (FY 2015) Employees are eligible to receive a merit
14 step increase plus a 2% cost of living increase. See Appendix A

15 5.6 Effective July 1, 2015, (FY 2016) Employees are eligible to receive a merit
16 step increase plus a 2% cost of living increase. See Appendix A

17 5.7 Effective July 1, 2016, (FY 2017) Employees are eligible to receive a merit
18 step increase plus a 2% cost of living increase. See Appendix A

19

20 ARTICLE 6 MERIT SALARY INCREASES

21 6.2 Beginning July 1, 2012, upon the recommendation of the Fire Chief,
22 Employees shall receive annual merit increases in increments of one merit step per
23 year, provided the employee receives a "meets expectations" or better evaluation. See
24 Appendix A. Merit increases shall be effective on the Employee's anniversary date after
25 June 30, 2012.

26 6.3 Merit salary increases must be approved by the Fire Chief and City
27

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1 Manager.

2 6.4 Except as provided in paragraph 6.6 of this article, a merit salary increase
3 is paid from the date the Employee became eligible for such increase.

4 6.5 If a merit salary increase is disapproved, and then approved at a later date
5 in the same year, it shall be paid from the date of the approval.

6 6.6 If a merit salary increase is disapproved, the reasons therefore shall be
7 submitted in writing to the Employee.

8

9 ARTICLE 7. HOURS OF WORK

10 7.1 Twenty-four (24) hour shift Employees will work from 8:00 a.m. to 8:00 a.m.
11 commencing on the first, second, seventh, eighth, thirteenth, fourteenth, nineteenth,
12 twentieth, twenty-fifth, twenty-sixth day of each tour of duty for a total of 2,912 hours per
13 year. This shift consists of two twenty-four hour shifts (48 hours) on duty and four
14 twenty-four hour days off duty (96 hours). A tour of duty for such Employees shall be
15 twenty-four (24) days.

16 7.2 Eight hour shift Employees will work an average of forty (40) hours per
17 week for a total of 2,080 hours per year.

18

19 ARTICLE 8. OVERTIME

20 8.1 Employees who work hours outside their regular shift or hours in excess
21 of their regular tour of duty, at the request of their supervisor, shall be entitled to
22 overtime pay at the rate of one-and-one half (1.5) times their regular pay, for each hour,
23 or portion thereof, of overtime worked. Overtime pay shall be earned in increments of
24 one-half ($\frac{1}{2}$) hour.

25 8.2 Overtime pay will be added to the Employee's pay for the period in which
26 the overtime is worked, as reported on the Employee's time sheet.

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1 8.3 If an Employee is requested by his supervisor to report for work during
2 hours outside his regular shift, he shall receive a minimum of two hours of overtime
3 pay.

4 8.4 If an Employee reports for work during his regular shift, or reports for work
5 after being recalled, but is relieved from duty by his supervisor because of lack of
6 work, said Employee shall receive a minimum of two hours of regular pay.

7 8.5 Overtime procedures for non-safety staffing are as follows: Vacancies will
8 be offered to members of this Association before being offered to part-time employees. If
9 a member of the Association voluntarily agrees to work, that employee is obligated to fill
10 the vacancy unless released for an emergency as determined by the Chief Officer. If no
11 part-time employee accepts the vacancy, members of this Association agree to be
12 recalled/retained on mandatory overtime.

13

14 ARTICLE 9. SAFETY STAFFING

15 9.1 For the purposes of safety, Employer shall maintain a minimum of fifteen
16 (15) fire suppression personnel on duty each day with a minimum of three (3) fire
17 suppression personnel on each initial response engine company and/or truck company.
18 Fire suppression personnel shall include: Captain; Driver Operator (DO); Firefighter;
19 Firefighter/Paramedic. Initial response engine, ambulance, and/or truck companies
20 shall be designated by the Fire Chief. If sufficient fire suppression personnel are not
21 available to meet the minimum safety level as set forth in this Article, Employees shall
22 be mandatorily retained and/or recalled on overtime to provide said minimum safety
23 level of personnel. Employer shall staff each initial response ambulance paramedic
24 rescue unit in accordance with state law. Volunteers, part-time employees and
25 seasonal employees cannot be used to satisfy the minimum manning in this section or
26 to replace or supersede the initial response units designated in this section.

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1 9.2. This Article shall not be construed to prevent employer from using or calling
2 back volunteers to satisfy the City's mutual aid agreements.

3 9.3. Where the employer responds as part of the "Quad County" hazardous
4 materials response team (HAZMAT team) in response to hazardous materials incidents
5 requiring a level A or B entry, the employer will include as its portion of the HAZMAT
6 team qualified hazardous materials technicians and/or specialists from the Carson City
7 Fire Department as follows:

8 4, if 15-19 qualified Fire Department HAZMAT technicians
9 and/or specialists are assigned by the Fire Chief to the
 City's HAZMAT unit;

10 5, if 20-24 qualified Fire Department HAZMAT technicians
11 and/or specialists are assigned by the Fire Chief to the
12 City's HAZMAT unit.

13 These response levels are based upon qualified Employees assigned by the Fire
14 Chief to the City's HAZMAT unit based on budgeted funding levels approved by the
15 Board of Supervisors. The employer retains the right to utilize mandatory recall of
16 qualified Employees to meet the above staffing levels.

17 The failure of the employer to be able to recall the above number of qualified
18 Employees from the Carson City Fire Department through reasonable efforts including
19 mandatory recall shall not preclude response by the employer with its HAZMAT unit or
20 as part of the HAZMAT team nor does it prevent the employer from utilizing other
21 qualified personnel including qualified volunteers in its response as part of the HAZMAT
22 team who are not represented by the Association.

23 Nothing in this section prevents the employer from augmenting the above
24 response to hazmat incidents with qualified responders under mutual aid agreement(s)
25 approved by the Board of Supervisors and qualified volunteers.

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1 **ARTICLE 10.** **TEMPORARY DUTY PAY**

2 Whenever a qualified Employee is detailed to a higher rank, said Employee shall
3 receive an additional 10% of his/her base wage for each of the higher ranks being filled.
4 Upon termination of the temporary assignment, the Employee shall return to his/her
5 original compensation. Detail pay will be paid on the payroll for the pay period within
6 which the detail assignment is performed. For the purposes of this article rank shall be,
7 in descending order, as follows: Battalion Chief, Captain, Pump Operator Driver,
8 Firefighter/Paramedic, Firefighter (Firefighter/Paramedic and Firefighter are the same
9 rank for the purposes of this article).

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11 **ARTICLE 11.** **HOLIDAYS AND HOLIDAY PAY**

12 11.1 The following days shall be observed as legal holidays:

- | | | |
|----|-------------------------------|-------------------------------|
| 13 | New Year's Day | (January 1) |
| 14 | Martin Luther King's Birthday | (Second Monday in January) |
| 15 | President's Day | (Third Monday in February) |
| 16 | Memorial Day | (Last Monday in May) |
| 17 | Independence Day | (July 4th) |
| 18 | Labor Day | (First Monday in September) |
| 19 | Nevada Day | (October 31) |
| 20 | Veterans' Day | (November 11) |
| 21 | Thanksgiving Day | (Fourth Thursday in November) |
| 22 | Family Day | (Fourth Friday in November) |
| 23 | Christmas Day | (December 25) |

24 Any other day that may be declared a legal holiday by the governments of the
25 United States, Nevada or Carson City.

26 11.2 Employees who work twenty-four hour shifts shall receive (a) pay for
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1 twelve hours or, (b) twelve hours added to their annual leave time, computed at their
2 regular hourly rate, for each legal holiday, whether on duty or not, as full compensation
3 for such holidays. Beginning on July 1, 2013, Employees who work twenty-four hour
4 shifts shall receive (a) pay for fourteen hours, or (b) fourteen hours added to their
5 annual leave time, computed at their regular hourly rate, for each legal holiday, whether
6 on duty or not, as full compensation for such holidays. Each Employee shall specify
7 within 30 days of ratification of this contract in which manner he wishes to receive his
8 holiday compensation. In the event of a multi-year agreement the Employee may make
9 the above election in writing once a year on or before January 1, which election is
10 effective for one year beginning on the following July 1st.

11 11.3 Employees who work eight hour shifts shall receive pay for eight hours,
12 computed at their regular hourly rate, for each legal holiday which falls on their regular
13 workday.

14
15 ARTICLE 12 EDUCATIONAL/INCENTIVE PAY

16 Employees are eligible to receive educational incentive pay for completed
17 degrees related to their current job classification. Incentive pay shall be made as
18 follows:

19 12.1 Tuition and book costs up to \$2,000.00 per semester shall be reimbursed
20 fully upon completion of a course or courses with a grade of C or better upon
21 presentation of receipts. An Employee who receives a scholarship is only entitled to
22 reimbursement of out-of-pocket expenses incurred in paying tuition or purchasing
23 books.

24 12.2 In addition to tuition and book costs, incentive payments will be made on
25 the following schedule:

26
27 a. AA degree in Fire Science, Fire Administration or related field approved by

1 the Fire Chief and/or BA/BS degree in Fire Science, Fire Administration,
2 Business Administration, Chemistry or related field approved by the Fire
3 Chief: 2.5% added biweekly

4 b. Fire suppression Employees other than firefighter/paramedics who hold
5 current EMT II certification as determined by State standards or a higher
6 degree: 2.5% added biweekly

7 c. Fire suppression Employees other than those employed as FF/Paramedics,
8 who hold current paramedic certification as determined by state standards
9 and the local medical advisory board: 6.0% added biweekly

10 12.3 New Employees shall not receive tuition or book costs for courses or
11 degrees completed prior to their employment.

12 12.4 Qualified fire investigators designated by the Fire Chief shall receive
13 incentive pay of two and one-half percent of the Employee's wage added biweekly.

14 12.5 Beginning July 1, 1990 up to \$750.00 in educational costs per fiscal year
15 required to maintain Nevada State EMT-Advanced Certification may be reimbursed to
16 qualified Employees for required educational courses, subject to prior approval by the
17 Fire Chief.

18 12.6 Qualified (certified) Hazardous Materials Technicians and/or Specialists
19 assigned by the Fire Chief to a Hazardous Materials Response Unit designated by the
20 Fire Chief shall receive incentive pay of three percent (3%) added biweekly during said
21 assignment.

22 12.7 Employees who successfully complete HAZMAT Technician and
23 Chemical courses and receive a HAZMAT/Chemical technician certificate will be paid
24 1% biweekly as incentive pay. The courses of training and the certificates are subject
25 to the approval of the Fire Chief. It is understood that certification will be granted for
26 purposes of this paragraph to all Employees who successfully complete the HAZMAT
27 Technician and Chemistry courses. Employees assigned to the HAZMAT unit pursuant
28 to section 12.6 of this article are not entitled to the benefits of this paragraph.

12.8 An Employee who is assigned to serve as a paramedic preceptor during a
certification period shall be paid \$400.00 per month for the time of the assignment as

1 preceptor. Portions of a month shall be prorated at a rate of \$40.00 per 24 hour period.

2 12.9 Any Employee given an extra duty assignment in an administrative
3 function on a 40 hour week will receive an additional ten percent (10%) of their base
4 pay. This assignment is for those duties assigned to an Employee which are in addition
5 to and beyond the normal and customary duties assigned and which are distinctly
6 different from their normal and customary duties. This does not apply to personnel
7 assigned to light duty.

8 12.10 An Employee who is expected by the City to fluently speak, read or write
9 in Spanish in the performance of his or her job at least 3 times per week shall receive
10 2.5% of the Employee's base salary for time in such an assignment. The Employee's
11 department head has the final authority to determine whether the use of Spanish is
12 expected. The City may require testing to determine whether the Employee is fluent in
13 Spanish so as to be eligible for this benefit.

14 12.11 All educational/incentive pay provided in this article shall be paid as a
15 percentage of base pay. There shall be no compounding of additional pay.

16

17 ARTICLE 13. TRADING

18 Employees may exchange or trade work hours or shifts provided it does not
19 interfere with the operation of the Fire Department, subject to prior approval of the Fire
20 Chief or his designee. Any Employee(s) who agree(s) to such trading shall hold the
21 employer harmless for the failure of the other Employee(s) to pay back traded time.
22 Three way trades are permissible and must be rank for rank except where the
23 Employee(s) filling in for the shift traded is determined by the Fire Chief or his designee
24 to be qualified to perform all of the duties and responsibilities of the position being
25 manned either by being designated to serve in an "acting" capacity in that position or
26 otherwise certified as being so qualified. An employee who agrees to work a trade is

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1 total contribution rate for the Police and Firefighter's Retirement Fund in an amount that
2 exceeds 1.5%, Carson City will pay one-half of the increase and the Employee's salary
3 will be reduced by one-half of the increase, however, Carson City will increase the
4 Employee's salary .75% on the effective date of the reduction. (Any amount over 1.5%
5 will be split equally between Carson City and the employee.)
6

7 ARTICLE 16 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

8 16.1 Employer will provide all turnouts and safety equipment needed by
9 Employees. In addition, Employer will replace such turnouts and safety equipment
10 whenever a Supervisor deems necessary and with the approval of the Fire Chief or the
11 Chief's designee.

12 16.2 Uniforms, turnouts and safety equipment shall conform to all current NFPA
13 safety standards at the time of purchase. Existing uniforms, turnouts, and safety
14 equipment shall have been in compliance with the edition of the NFPA standard that
15 was current when the uniforms, turnouts and safety equipment were manufactured.
16 Replacement uniforms, turnouts, and safety equipment shall be in compliance with the
17 current edition of the NFPA standards. New hire turnouts and safety equipment shall
18 be in compliance with the current edition of the NFPA standards. Variances or
19 exceptions to NFPA standards can only be made if approved by the Employees, acting
20 through the association, and the fire chief. Any such variance shall be in writing and
21 signed by the association president and the fire chief, or the designee of either of them.

22 16.3 Employer will pay each fire suppression Employee one thousand-two
23 hundred dollars (\$1200.00) per year toward the cost of uniforms. Non-suppression
24 Employees shall be paid a uniform allowance of seven hundred dollars (\$700.00) per
25 year. Said payments will be made in two equal installments on the first payday in
26 December and the last payday in June.
27

1 16.4 Any changes to Class A uniforms after July 1, 2010 must be paid for
2 by the City.

3 16.5 Upon hiring, the City will pay each new fire suppression Employee
4 three hundred dollars (\$300.00) in the first paycheck to be used toward the cost of
5 uniforms. Thereafter, the Employee will receive three hundred dollars (\$300.00) at the
6 next uniform pay-out and six hundred dollars (\$600.00) at the following uniform pay-out
7 as set forth in paragraph 16.3 above.

8

9 ARTICLE 17 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

10 Upon approval of the Fire Chief, the employer shall reimburse Employee for the
11 costs of repairing or replacing authorized personal property required by the employer
12 which is lost, damaged or stolen in the performance of duty within thirty (30) days of
13 notification of the Fire Chief as follows:

14 17.1 Watches up to \$50.00.

15 17.2 Prescription eyeglasses/contact lenses up to a maximum of \$300.00
16 of repair or replacement costs.

17

18 ARTICLE 18 GROUP LIFE INSURANCE

19 Employer shall pay one hundred percent (100%) of the premium for a
20 \$50,000.00 policy of group term life insurance for each Employee.

21

22 ARTICLE 19 GROUP HEALTH INSURANCE

23 19.1 All Employees, except those on temporary status and those excluded from
24 enrollment by the terms and conditions of the insurance contract, may enroll in
25 Employer's group health insurance plan, and shall be covered after a waiting period in
26 accordance with City policy.

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19.2 Employer-Employee share of premium

a. Employer shall pay 100% of the Employee's premium for group health insurance coverage and 75% of the dependent's premium for group health coverage.

b. The Employee shall have the option of converting the health insurance coverage at the time of his separation from employment by Employer by commencing to pay 100% of the total premium. The City will pay 90% of retiree group health, dental, vision and life insurance coverage premiums plus 50% of the spouse's and eligible dependent's premium for health, dental and vision except as provided below. The City agrees to cover eligible retirees and dependents, as the term "dependents" is defined in the City's group health insurance plan in existence under the City group health insurance plan offered to active employees, as modified from time-to-time.

1. In order to be eligible for the benefits provided in this Section 19.2(b), the bargaining unit employee/retiree of the Carson City Fire Department will have (i) a minimum of 20 continuous years of full time bargaining unit service with the Carson City Fire Department; (ii) reached at least 47 years of age; and (iii) shall have actually retired under the Nevada PERS retirement qualifications in existence on the date of the retirement. Provided that, if a bargaining unit employee retires prior to age 47 and meets the requirements of (i) and (iii) above, the bargaining unit employee/retiree will be eligible for the benefits of this subsection 19.2(b) upon attaining the age of 47, and, prior to age 47, shall be entitled to continue as a retiree on the City group insurance

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plan and shall be entitled to payment for insurance for which the bargaining unit Employee would otherwise qualify had the bargaining unit Employee not been covered under the collective bargaining agreement, provided that, a bargaining unit Employee retiring before age 47 must continue coverage under the City plan in order to be qualified for the benefits in this Section 19.2(b) upon attaining age 47.

2. The City will pay premiums for:

- a. The bargaining unit employee/retiree from the effective date of Nevada PERS retirement until death. After the retiree reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the retiree will be reduced to either (i) 50% of the “single employee with Medicare premium”, or (ii) the payment to which the retiree would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City employees, were the retiree eligible for insurance contribution under the policy or regulation. The retiree shall, in the retiree’s sole discretion, elect between (i) and (ii), at the time of Medicare eligibility. Under both (i) and (ii) such coverage under the City’s group insurance plan is secondary

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to Medicare coverage. Provided that, if Medicare age has been increased beyond age 65, the 50% payment under (i) shall apply to the "Employee without Medicare" premium. In the event the City eliminates the policy or regulation for subsidizing payment of retiree health insurance, any retiree who elected (ii) above shall automatically revert to receiving the benefits specified in (i) above. In order to receive payment under either (i) or (ii), the retiree must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a retiree covered by the insurance plan, as modified from time-to-time, or required by law.

- b. The spouse of the bargaining unit employee/retiree (current at time of the employee's separation from the City) until death or divorce. After the spouse reaches the eligibility age for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the spouse will be reduced to 25% of the "single dependent with Medicare" premium. After reaching the eligibility age for federal benefits under Medicare, such coverage under the City's group insurance plan is secondary to Medicare coverage. In order to receive payment once the

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spouse has reached the eligibility age for federal benefits under Medicare, the spouse must comply with any requirements pertaining to Medicare, which are imposed by the City's insurance carrier, as a precondition to being eligible to qualify as a spouse covered by the insurance plan, as modified from time-to-time, or required by law. In the event a retiree remarries after separation from the City the spouse will not be included in the health insurance premium subsidy.

- c. Dependents (current at time of the bargaining unit employee's separation from the City), as defined by the rules of the City Group Health Insurance Plan in effect at the time of separation. After the dependent reaches the eligibility age for or is otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the dependent will be reduced to 25% of the "single dependent with Medicare premium". After reaching the eligibility age for, or if otherwise eligible for federal benefits under Medicare, such coverage under the City's group insurance plan is secondary to Medicare coverage. In order to receive payment once the dependent has reached the eligibility age for or is otherwise eligible for federal benefits under