



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: January 5, 2017

Staff Contact: Robert Schreihans, rschreihans@carson.org

Agenda Title: For Possible Action: To approve and authorize the Mayor to sign a Memorandum of Understanding between Carson City and Local #2251, I.A.F.F., Carson City Fire Fighters Association.

Staff Summary: The purpose of this Memorandum of Understanding ("MOU") is to clarify the parties' intent during the 2010 negotiations wherein the parties agreed to amend Article 2 Recognition of the collective bargaining agreement.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

To approve and authorize the Mayor to sign a Memorandum of Understanding between Carson City and Local #2251, I.A.F.F., Carson City Fire Fighters Association, for the purpose of clarifying the parties' intent during the 2010 negotiations wherein the parties agreed to amend Article 2 Recognition of the collective bargaining agreement.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

N/A

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

Do not approve signature on the MOU.

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between Carson City and Local #2251, I.A.F.F., Carson City Fire Fighters Association.

The purpose of this MOU is to clarify the parties’ intent during the 2010 negotiations wherein the parties agreed to amend Article 2 Recognition of the collective bargaining agreement.

I. Intent

Article 2 Recognition states:

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

It was the intent of the parties in 2010 to remove the following language underlined language in Section 2.1:

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

II. Term

This MOU shall be ratified from July 1, 2010 and shall terminate on June 30, 2020.

III. Entire Understanding

This MOU constitutes the entire understanding between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous understandings, and no other representations of understandings of the parties shall be binding unless executed in writing by all parties. No waiver of any provisions of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

In witness whereof, the parties hereto have caused this MOU to be executed by their respective, duly appointed representatives as noted by their signatures below.

Dated this ___ day of January, 2017.

Bryon Hunt
President, IAFF Local #2251

Robert L. Crowell
Mayor