

City of Sparks, Nevada
And the
Fire Chief Officers Association
February, 2009

This agreement is between the City of Sparks, Nevada, a municipal corporation ("City"), and the Fire Chief Officers Association.

1. Recitals

- a. The City and Fire Chief's Association entered into a multi-year collective bargaining agreement for the period beginning July 1, 2005 through June 30, 2010, which agreement was approved by the Sparks City Council on November 13, 2007 (the Agreement).
- b. Both parties agree to the following:
 1. The bargaining unit has requested to establish a catastrophic leave bank. Through this bank, employees may donate hours to members of the bargaining unit that may have exhausted their available sick hours, that are in need of further time off for serious medical conditions for themselves or for the care of seriously ill immediate family members.
 2. The bargaining unit has requested to allow the Fire Chief to designate stand-by duty at his discretion.

The parties have met and have reached an understanding that required the following changes to the current Agreement as follows:

Article 18. SICK LEAVE

Add:

N. Catastrophic Leave: Employees shall be allowed to voluntarily transfer up to a maximum of ninety-six (96) hours of their accumulated sick leave during any calendar year to another member either the members of the IAFF 1265 or the Sparks Fire Department Classified Chief Officers unit who has no accumulated sick hours, but who is otherwise eligible to take paid sick leave. The employee to whom sick time is donated must have exhausted all paid time prior to receiving donated time.

(1) The maximum amount of accumulated sick leave transferred to any employee under the terms of this article shall be nine hundred sixty (960) hours per calendar year for forty (40) hour employees or one thousand four hundred forty (1,440) hours for fifty-six (56) hour employees.

(2) Once sick leave has been donated and transferred, it cannot be refunded to the donor making the transfer. If the employee receiving the donation does not utilize all time donated, they will retain any remaining balance. This does not preclude any future catastrophic leave transfers between members.

(3) There is no maximum on the number of individuals to which ninety six (96) hour donations may be made in a year (i.e. one employee may donate to several employees in a year).

Article 32. STAND BY DUTY

Change:

A. **Definition:** A period of non-duty hours when an employee is assigned to be available to respond to their duty station without delay. The Fire Chief or designee may assign stand-by duty at his discretion.

2. Incorporation of New Language into Future Agreements.

This memorandum of understanding, if acceptable to the City and Fire Chief Officers Association, will be incorporated into the negotiated labor agreement between the City and Fire Chief Officers Association.

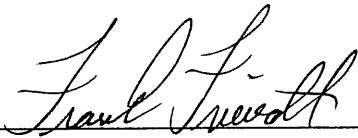
3. Duration of this Memorandum of Understanding.

This memorandum of understanding constitutes a new Article in the Agreement and therefore takes effect upon approval by the City of Sparks Council. This memorandum of understanding is effective on or after the executed date below and has no retroactive effect prior to the effective date.

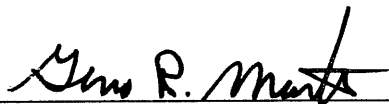
IN WITNESS WHEREOF, the City and Fire Chief Officers Association have caused these presents to be duly executed by their representatives this 23 day of Feb., 2009.

Fire Chief Officers Association

City of Sparks




Frank Freivalt, Chief Negotiator

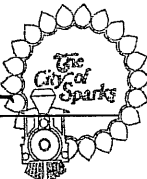


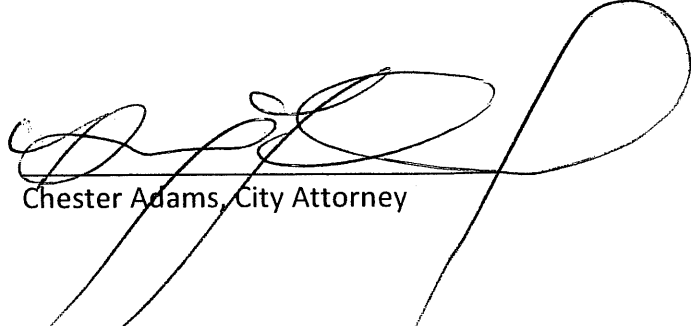
Geno Martini, Mayor

Attest:



Linda Patterson, City Clerk





Chester Adams, City Attorney