



IAFF Local #4728

Collective Bargaining Agreement

Between

Central Lyon County Fire District

And

The Central Lyon County Firefighters Association,
IAFF Local #4728

July 1, 2013 to June 30, 2015

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Definitions:

- **Member** – Member is referring to a Regular Paid Member, in a full time or part time capacity, which has successfully completed the probationary period, and is used throughout this contract to reference personnel covered under this collective bargaining agreement.
- **District** – Central Lyon County Fire District
- **Association** – Central Lyon County Firefighters Association, IAFF Local #4728
- **Mandatory/Non-Punitive** – A District program with mandatory participation by member's but without any disciplinary repercussions for failure to meet any of its criteria.

Article 1 – Preamble

1. This agreement is entered into by and between the Central Lyon County Fire Protection District, hereinafter referred to as the District, and the Central Lyon County Firefighters Association, IAFF Local #4728, hereinafter referred to as the Association.
2. It is the purpose of the Agreement to achieve and maintain harmonious relations between the District and the Association, to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards, wages, hours and other conditions of employment.

Article 2 – Association Recognition

1. The District, during the term of this Agreement, recognizes the Association for the purpose of collective bargaining as the sole and exclusive bargaining agent for non-exempt employees of the Fire District engaged in Fire Suppression, Emergency Medical Services, Fire Prevention and Support Services. This will include the following positions:
 - Captain/Paramedic
 - Captain/EMT-Intermediate
 - Firefighter/EMT-Paramedic
 - Firefighter/EMT-Intermediate
 - Fire Prevention Specialist
2. If the official class title of any classification enumerated in the Agreement is changed or altered by action of the District, the incumbents in such case would still be covered by the provision of this Agreement. If any new classifications are created within the Fire District, those new classifications shall be included in the bargaining unit as long as the functions are less than the current functions of the position of Battalion Chief. Any disagreements shall be submitted to the grievance procedure for resolution.

Article 3 – Duration of Contract

1. This Agreement shall become effective July 1, 2013, and shall continue until June 30, 2015, except as otherwise provided below. This agreement shall continue in full force and effect until superseded by another agreement.

Article 4 – No Strike/Lockout

1. The District and the Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Association nor its agents or any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligation of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of Employees covered by this Agreement.

Article 5 – Management Rights

1. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:
 - A. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer 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 paragraph (v) of subsection 2, of N.R.S. 288.150.
 - 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
 4. The means and methods of offering those services.

D. Safety of the public.

2. 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.
3. The District 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.
4. The District 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.

Article 6 – Hours of Work

Reference PM- 6.01**Hours of**

Work

1. The following provisions are intended to define the normal work week and hours of work and shall not be construed as a guarantee of the number of hours worked per day, the number of hours worked per week, the number of days worked per week or the number of hours worked per month or per year. The District Chief may designate alternate work weeks or other work schedules when the District operations make such designations desirable.
2. The standard work week shall be a seven (7) consecutive day period with starting and ending times as designated by the District Chief.
3. The work schedule shall be the normal hours of work for a paid member during the standard work week. A standard work schedule for full-time paid members shall be forty (40) hours per week excluding meal periods. A standard work schedule for full-time paid members in fire suppression and/or paramedic service shall be either forty (40) hours or fifty-six (56) hours per week, as established by the Chief. The standard work schedule, including the starting and quitting times and meal periods, for each paid member, shall be established in writing by the Chief. Meal periods

shall not normally be included as work time for forty (40) hour work schedules; this does not apply to members assigned to fire suppression.

4. Fifty-six (56) hour Shift schedule will be on a forty-eight (48), ninety-six (96) hour shift rotation. This shift schedule will be evaluated annually in March.
5. Forty (40) firefighters work schedule- The workday shall consist of ten (10) consecutive hours, including an on-duty meal period. The workweek shall consist of any four (4) consecutive ten (10) hour days.
 - a. Administration has the right to flex the daily hours and consecutive workdays on a temporary basis for operational need which notifications shall be made at least seventy-two (72) hours prior.
 - b. This excludes employees attending training and /or on a light duty assignment.
6. Nothing herein shall be construed to limit or restrict the authority of the District Chief to make temporary assignments to different or additional locations, shifts, hours of work, or duties for the purpose of responding to an emergency. Such emergency assignments shall not extend beyond the period of the emergency.
7. FLSA and overtime shall be computed on a fourteen (14) day cycle and shall be paid on each bi-weekly Friday.

Article 7 – Prevailing Rights/Maintenance of Benefits

1. There will be no change in any matter covered by this Agreement without the mutual consent of the parties.
2. There will be no change in any matter within the scope of representation without negotiations as required by N.R.S. 288.

Article 8 – Savings and Successorship

Savings

1. This agreement is the entire agreement between the Association and the District. If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by any court action, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event that any provision will be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

Successorship

1. The District agrees not to sell or convey or cause to sell or convey or otherwise transfer or cause to transfer its operations, or any portion thereof, to a new employer without first securing the agreement of the successor to assume the District's obligations of wages, hours, terms and conditions of employment.

Article 9 – Association Activities

1. No firefighter shall be terminated, disciplined or discriminated against because of activity on behalf of the Association which does not interfere with the discharge of his/her duties or any assignments.

Article 10 – Association Business

1. The Association's executive board shall be entitled to utilize a maximum of seventy-two (72) hours of Association Leave per year for Association business. The District will establish an Association Leave bank for use by Association members. Leave may be requested in eight (8) hour increments. The leave requests will be submitted by Executive Board members for Association business and the list will be audited by the District's Human Resources representative and the Association's Secretary/Treasurer on a monthly basis. Association

Business requiring Association Leave is as follows: 1) Any officially sanctioned IAFF conference or meeting, 2) Any officially sanctioned PFFN conference or meeting, 3) Meetings with the Association Attorney and, 4) Meetings with the Association Accountant.

2. The time spent by Members participating at the request of the District as Association representative(s) in meetings arranged by the District shall not be counted against the seventy-two (72) hours set aside by this article.
3. Members of the Association's negotiation committee up to a maximum of three (3) members shall be allowed to attend any collective bargaining meeting with the District without loss of pay or accrued annual leave and without using the hours in the Association Leave Bank.
4. Members of the Grievance Committee (2), Investigation Witnesses and Employees who are required to appear before such bodies, shall be allowed to attend grievance hearings without loss of pay or accrued annual leave and without using the hours in the Association Leave Bank.
5. Leave requests made for Association business will not exceed the allowed annual leave bank slots provided for in Article 21, paragraph D. In the event that the leave slot(s) are already filled, Association Leave will not be granted and must be taken as a shift trade.

Article 11 – Political and Religious Activity

1. Members may engage in political activity that is not prohibited by State laws.
2. Members will not engage in political activity while on duty or in uniform. Political activity, for the purposes of this section, is activity to elect or defeat any candidate, political party or ballot issue.
3. The District shall not compel Members to participate in religious or political activities on its behalf.

Article 12 – Non-Discrimination

Reference PM -3.01 **Equal Employment and**

Membership Opportunity

1. It shall be the policy of the District to provide an equal employment and membership opportunity for all applicants and paid members. The District does not unlawfully discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, age, medical condition,

disability, veteran status, marital status or on other grounds prohibited by state or federal law. The District makes reasonable accommodations for persons with disabilities and for religious practices, and the District prohibits harassment of any individual on any of the bases listed above.

2. This policy applies to all areas of paid membership including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social/recreational programs.
3. Any incident of discrimination or harassment, including work-related harassment by District paid members or any other person, should be reported to the District Chief or his designee who will investigate the matter. Any alleged incident of discrimination or harassment committed by the District Chief shall be reported to the President of the Board of Directors who will cause an investigation of the matter.
4. Retaliation. Any paid member reporting an incident of harassment or assisting in the investigation of an incident of harassment, will not be adversely affected in the terms of the conditions of paid membership, or discriminated against, or discharged because of the report or the assistance. A person who believes he/she has been the victim of retaliation should promptly report the retaliation to the District Chief, or if the District Chief is the retaliating party, to the Board of Directors. Retaliation is strictly prohibited and will be promptly investigated and punished.

Article 13 – Bulletin Board Space

1. The Association shall be permitted to maintain, at each station where Association members are assigned, one bulletin board to be used exclusively for Association business. In those stations where two bulletin boards presently exist, the District will give one to the Association, or where feasible, the District will permit the Association to utilize a portion of an existing bulletin board for Association business.

Article 14– Definition of Seniority

1. The District shall establish a seniority list of all Members in the bargaining unit, and such list shall be brought up to date and a complete new list be provided and posted on January 1 of each year on the Association bulletin boards for not less than 30 days. A copy will also be provided to the Association's Secretary/Treasurer at the Association's business address. Any objection to

the seniority list, as posted, shall be reported to the personnel manager within ten calendar days from the first day of posting, or the seniority list shall stand approved.

2. In the event that more than one member goes on the payroll of the District on the same date, their entry level ranking shall govern said seniority standing, the member with the highest score taking precedence and shall be considered to have the greatest seniority.
3. Seniority shall exist in two forms:
 - A. Total Seniority – Time at which the member achieved full time status with District from the date of hire.
 - B. Rank Seniority – Time in rank from the date of promotion to the rank.

Seniority of Officers

1. The seniority of fire officers within ranks will be determined by the date the member was promoted to the title he/she holds. In the event that two or more Members have the same date of permanent promotion, their seniority will be determined by their numerical position on the promotional test from which they were appointed.

Article 15 – Discipline and Discharge

Reference PM - 9.01 General – March 2008

Revision)

1. The expected standard for Members of the District shall be to render the best possible service to the public, to reflect credit upon the District service, and to serve the public interest. The tenure of every Member shall be conditioned on good behavior and satisfactory performance of duties. Disciplinary actions are intended to be corrective and progressive in nature with the objective of obtaining compliance with rules, orders, procedures, standards of conduct and expected job performance.
2. The procedures set forth in this section shall apply to Members recognized per Article 2. These procedures shall not apply to a reduction in force, or a reduction in pay, which is part of a reclassification action or reorganization.

Reasons for Discipline

1. Disciplinary action may be taken against a Member for misconduct including, but is not limited to, the following:
 - A. Insubordination
 - B. Taking sick leave for trivial indispositions or otherwise abusing sick leave
 - C. Frequent requests for casual absences resulting in disruption of work and/or loss of efficiency
 - D. Conviction of a felony or other serious criminal act by a court of law
 - E. Consuming alcohol or using any controlled substance while operating a District vehicle or on District time or on the District property
 - F. Dishonesty, drunkenness, addiction to narcotics or other controlled substance, or other acts that would reflect unfavorably upon the position as a public paid member
 - G. Engagement in political activities during assigned hours of employment or in District uniform.
 - H. Use of fraud, deception or misrepresentation of material facts in obtaining or continuing employment with the District
 - I. Using or attempting to use, political influence to secure promotion, leave of absence, change of pay, transfer or character of work
 - J. Accepting any gift for or in connection with District work when such a gift is given in expectation of receiving favored treatment
 - K. Negligent or, willful damage to, waste of or unauthorized use of District equipment, materials or supplies
 - L. Incompetence, inefficiency, inattention to or dereliction of duty, discourteous treatment of the public or of fellow paid members, physical attack or fighting, or any other willful failure of good conduct tending to injure the public services - behavior unbecoming a District paid member
 - M. Willful or persistent violation of District orders, rules or adopted policies of the District
 - N. Absence of a paid member during regular working hours for a regularly scheduled shift that is not authorized by a specific leave of absence. Any such absence will be without

pay and may be the basis for disciplinary action. Any absence without leave for three (3) consecutive assigned shifts will constitute cause for dismissal.

- O. Any outside positions that conflict with regular work schedules resulting in disruption of work and/or loss of efficiency
- P. Loss of license or certificate required for position.
- Q. Failure to obtain license or certifications as outlined in conditions of employment.

Reference PM 9.03 -Progressive Disciplinary Action

Progressive Disciplinary Action

1. Level I - disciplinary actions shall only refer to items A through B below. Level II disciplinary action shall refer to any of the items C through G below.

Level I

- A. Letter of Coaching and Counseling
- B. Verbal Reprimand

Level II

- C. Written Reprimand
- D. Suspension
- E. Reduction in pay
- F. Demotion
- G. Dismissal or Discharge

Reference PM -9.04 Notice of Intended Level II

Disciplinary Action

Notice of Intended Disciplinary Action

1. In cases of proposed disciplinary action the proposed disciplinary action shall be served on the Member personally or by mail.

Serving of Notices- Written notices shall be served either by direct personal service on the person affected, or by certified mail, return receipt requested. Mailed notices to the District Chief, an appellant and/or his/her designee or the Board of Directors shall be effective upon deposit with the United States Postal Service. The written notice of intended disciplinary action shall include:

- A. The reasons for the disciplinary action, those facts alleged to be the basis for the intended action and copies of any documents or materials upon which the disciplinary action is based;
 - B. The specific action proposed to be taken, including any time period or other conditions associated with the discipline;
 - C. The proposed effective date of the intended disciplinary action; and
 - D. The right of the Member to respond to the proposed disciplinary action either in writing or orally, at the option of the Member. The Member shall be advised that he/she has seven (7) calendar days within which to file a written response or request, in writing, an informal pre-disciplinary conference before the District Chief or his designee.
2. A copy of the notice of intended disciplinary action shall be placed in the Member's personnel file.
 3. **Summary Suspension.** Prior to any disciplinary proceedings under this section, the District Chief or designee may summarily place any Member on an immediate suspended status with or without pay. Such suspensions shall be made only in cases where the Member's continued active duty status could constitute a hazard to the Member or others tend to bring the District into discredit, interfere with District operations, or prolong acts or omissions of improper Member conduct. If the disciplinary action or suspension is not subsequently ordered and/or affirmed, the Member shall be reinstated in status and restored all pay and fringe benefits lost during such summary suspension.

Reference PM -9.05 **Pre-Disciplinary**

Conference

Pre-Disciplinary Conference

1. When a Member has requested an opportunity to respond orally, the District Chief, or his designee, shall cause an informal pre-disciplinary conference to be held to review the statement of charges and to provide the opportunity for the Member or his Association representative to answer the charges. The District Chief or his designee shall allow the parties to present any relevant evidence tending to prove or disprove the facts upon which the action is based or upon the nature and

severity of the proposed disciplinary action. Failure of the Member to appear at the pre-disciplinary conference or failure to present evidence shall forfeit the Member's appeal rights.

Reference PM -9.06 Notice of

Discipline

Notice of Discipline

1. Following the conclusion of the pre-disciplinary conference, or if the Member does not respond to the proposed disciplinary action, the District Chief or his designee may, by written notice to the Member, affirm, modify, or abandon the proposed disciplinary action.
2. If the notice is to affirm or modify the proposed disciplinary action, such action shall be implemented. The notice of discipline shall be placed in the Member personnel file for a period of no longer than 12 months for any Level I disciplinary action. In the case of a Level II disciplinary action the notice of discipline will remain in the Member file.
3. Except as provided below, the decision of the District Chief shall be final and binding.

Appeal of Disciplinary Action

1. Except as otherwise provided herein, a Member may appeal any disciplinary action through the grievance and arbitration procedure as provided in Article 16.

Article 16 – Grievance and Arbitration Procedures

1. A grievance is a disagreement between an individual, or the Association, and the District concerning interpretation, application or enforcement of the terms of this Agreement.
2. If mutually agreed upon by the District and the Association – the timelines herein may be extended up to a maximum of 21 days.
3. The grievance process shall proceed as follows:
 - Step I. Informal Grievance Process – meeting between the grievant and his/her management supervisor to discuss their concern in an effort to resolve the issue at the lowest level possible. If there is a failure to resolve the concern – the following people will be notified:
 - a. Grievance Committee
 - b. District Chief

Notification of the failure to resolve the issue will be made at the end of the meeting where resolution was not met.

Step II. Within ten (10) calendar days of knowledge of the occurrence, present a signed, written grievance to the District Chief, who may act on the grievance himself or assign the grievance to a Battalion Chief. The District Chief or his designee shall, within ten (10) calendar days after receipt of the written grievance, meet jointly with the aggrieved employee, representatives of the Association and when appropriate, either the grievant's supervisor or a representative from the District Human Resources Department or issue his decision. If a meeting is held, the District Chief or his designee shall have five (5) calendar days following such meeting to issue his 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 III. In the event the recommendation of the District Chief or his 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 District Chief. Within five (5) calendar days following receipt, the District Chief may either hold a meeting, including those parties identified in Step 1 or issue his decision. If a meeting is held, the District Chief shall have five (5) calendar days following such meeting to issue his 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 IV. If within seven (7) calendar days of submission to the District Chief the grievance has not been settled, the Association may submit it to arbitration within fourteen (14) days of submission to the District Chief.

4. 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 Association striking the first name. The arbitration shall be conducted under the rules of the American Arbitration Association.
5. The findings of the arbitrator shall be final and binding on all parties concerned.

6. The costs of arbitration shall be borne as follows:
 - A. The expenses, wages and other compensation of any professional witness from outside the organization 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.
 - B. The arbitrator's fees and expenses, the cost of any hearing room, and the cost of hiring a court reporter if requested, shall be borne equally by both parties to the arbitration.
7. 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 District Chief on an informal and oral basis.
8. For the purpose of this Article a "day" is defined as a calendar day except Saturdays, Sundays or holidays.
9. Upon request of either party, a five (5) calendar day extension will automatically be granted. Additional extensions of time may be granted upon request of one party and acceptance of the other party.

Article 17 – Review and Content of Personnel Records and Confidential Information

Reference PM - 6.08 Personnel Files and

References

1. Guidelines (Contents of Personnel Files):
 - A. The contents of each Member's personnel file shall include, at a minimum, the following:
 1. Job description.
 2. Positions exempt/non-exempt status.
 3. Job application/résumé.
 4. Job offer letter.
 5. Employment contract/any agreement between the Member and the District
 6. Signed acknowledgments, including receipt of District's policies and procedures,

handbook, new paid member orientation checklist, and related documents.

7. Enrollment documentation for District-sponsored benefits.
8. Emergency contact information.
9. Authorizations for release of information signed by Member.
10. Salary history record, including rates of pay and other forms of compensation.
11. Employment history of positions held including promotion, demotion, transfer, layoff, and termination.
12. Performance evaluations.
13. Performance improvement plan, letters of instruction, reports of coaching/counseling session.
14. Documentation of oral reprimand, written reprimand, disciplinary notices and documents.
15. Letters of recognition, commendations, congratulations.
16. COBRA notice
17. Exit interview (unless confidentiality was guaranteed).

B. The personnel file should **NOT** include any of the following:

1. Grievances or the responses thereto.
2. I-9 immigration form and supporting documents.
3. Any document which describes a medical or psychological condition of the paid member or any other individual. (Medical and related documents must be kept in a separate, locked file.)

C. Member Access. A Member may view the contents of his/her personnel file by appointment during regular business hours. All inspections must be conducted in the presence of the District Chief or his designee. A Member may make copies of any or all documents in his/her file, but may not remove any documents from the file. The District will provide only one (1) set of copies to the Member without charge per year. If the Member needs additional copies, s/he will be required to pay for them per Admin SOP #32.

D. Negative Information. The District shall not put negative or derogatory material in a Member's file unless the Member has had a reasonable opportunity to review the material beforehand. The District will require the Member to sign such material to

indicate they have reviewed it. If the Member refuses to sign such material, the District may place it in the Member's file with a dated notation that the Member refused to sign such material after having been given an opportunity to do so. Whenever possible, another supervisor or manager should be used as a witness to the Member's refusal, and should co-sign the entry along with the originating supervisor/manager.

E. Member Information Submitted. Statements by a Member submitted in rebuttal to adverse material placed in his/her personnel file will be included in the Member's personnel file. The District may place other information submitted by the Member in the personnel file if the District finds that such information is relevant to the Member's work history with the District.

2. Confidential Information

B. Identification of Confidential Information-The following types of personnel information and employment records concerning current Members, former Members, and applicants for employment that the District maintains are confidential:

1. All information related to an employment application including, but not limited to, letters of reference, résumés, or his/her status as an applicant for employment.
2. All information that the District received or compiled concerning the qualifications of an applicant or a Member including, but not limited to, reports by the Districts, law enforcement officials, or other individuals concerning hiring, promotion, performance, conduct, or background of applicants or Members.
3. Ratings, rankings, scoring sheets, or remarks by members of an evaluation board or individual interviewer, concerning an applicant or results from any testing or employment screening process.
4. Materials used in examinations, including answers, rating guides, score sheets, etc., on any written exam or rating criteria for interviews.
5. Information in a Member's file or record of employment which relates to his/her:
 - a. Performance;
 - b. Conduct, including any proposed or imposed disciplinary action taken;
 - c. Race, ethnic identity or affiliation, age, sex, marital status, number and names of dependents, military/veteran status, living arrangements, membership in

- any organization, sexual orientation, national origin, disability, date of birth, or social security number;
- d. Past or present home address, telephone number, post office box, or relatives; and
 - e. All information concerning the voluntary or involuntary termination of a Member, other than the dates of actual employment.
- C. The name of a Member's/former Member's designated beneficiary.
- D. All medical information concerning a Member or applicant including, but not limited to:
- 1. Pre-employment and post-employment medical and psychological examinations;
 - 2. Disability and documentation relating to reasonable accommodation requested or granted;
 - 3. Drug testing;
 - 4. Pregnancy, doctor's certification and other communication; and
 - 5. Any other medical information that a Member or applicant has voluntarily provided or the District has requested.
- E. All confidential medical information shall be kept in files segregated from other personnel and employment records. Access to such files shall be strictly limited to those with a demonstrable need-to-know. All requests for information shall be submitted to the District Health and Safety Officer. This would include:
- 1. Supervisors and managers, regarding necessary restrictions and accommodations in the paid member's duties;
 - 2. Government officials investigating compliance with the ADA, on request;
 - 3. State workers' compensation office officials; and
 - 4. Insurance company employees when the company requires a medical examination to provide health or life insurance (29 C.F.R. §1630.14(c)(1)).
- F. Notations on attendance sheets that a Member took sick leave are **not** a confidential record.
- G. The District shall keep all confidential investigative documentation in files separate from other personnel and employment records with access limited to only those with a demonstrable need-to-know. When and if it becomes the basis for disciplinary action,

it will be part of the file to which the Member has access.

3. Access to Personnel Files and Confidential Information. Access to confidential records is restricted to the following, unless specifically provided in a separate policy.

A. The names of members of an evaluation panel shall not be released, nor shall tests that are governed by confidentiality agreements be released. Should a standardized test be developed internally by District, it is not protected. Access to the materials for an examination and information relating to an applicant that is relevant to a decision to hire that person; e.g., information described in items a-d of Section 6.08, B is limited to:

1. Members with a business need-to-know the information in order to fulfill the responsibilities assigned by the District;
2. The District's supervisor, District Chief, or his/her designee.
3. Persons authorized pursuant to any state or federal law or court order; i.e., governmental/legal/auditing/investigating agencies;
4. Counsel retained by or on behalf of the District; and
5. Any other parties with whom the District has a contractual relationship in order to enable the District to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of a Member or former Member against the District.

B. Access to a Member's personnel-related confidential file containing those items listed in the Personnel Manual Section 6.08, A, 1., items e-i is limited to:

1. The Member;
2. The Member's representative when s/he presents a current signed authorization from the Member;
3. The Member's manager or supervisor, with a need-to-know, or as needed for a reasonable accommodation.
4. Persons authorized pursuant to any state or federal law or court order;
5. Counsel retained by or on behalf of the District; and
6. Any other parties with whom the District has a contractual relationship in order to enable the District to respond accurately and fully to any lawsuit, complaint, grievance or other statutory appeal filed by or on behalf of a Member or former Member against the District.

C. Access to a Member's personnel-related confidential file containing those items listed in the Personnel Manual Section 6.08, A, 1., item j, is limited to:

1. The Member's chief designee, director and or manager, or his/her designee;
2. Persons authorized pursuant to any state or federal law or court order;
3. Counsel retained by or on behalf of the District; and
4. Any other parties with whom the District has a contractual relationship in order to enable the District to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of a Member or former Member against the District.

4. Each Member has the responsibility to keep personal data up-to-date and must notify the District Chief in the event of any change of name, address, telephone number, person(s) to be notified in case of an emergency, and any change of beneficiary or dependent(s).
5. Requests for verification of employment or employment-related inquiries should be directed to Lyon County Human Resources Department. The District will only verify factual information such as length of employment and current employment status. Any requests for additional information contained in the personnel files shall be based upon written Member consent and must be approved by the District Chief.
6. No information from any employee personnel file and/or health file may be given to a for-profit business without the written permission of the employee.
7. Background checks as a part of pre-employment screening is a requirement for employment with the Fire District.

Article 18 – Personnel Reduction

1. **Layoff:**

In the case of a personnel reduction, the member with the least seniority in the affected job classification shall be laid off first. No new members shall be hired until the laid off member has been given the opportunity to return to work.

2. **Reduction in Classification:**

A. The District Chief shall determine in which classifications(s) the reduction in force shall occur. The order of reduction and/or layoff in the classification shall be based on inverse

seniority in that classification, the member with the least seniority in that classification being reduced or laid off first and so on. Seniority in the classification shall be determined by Article 14.

B. A member reduced in classification shall displace in the next lower classification a member with less seniority in the lower classification based on rank seniority, unless the lower classification is firefighter. In the case of a reduction to the level of firefighter, then the member with less total seniority will be laid off.

3. Return to Classification:

A member who has been displaced to a lower classification or who has been laid off as a result of a reduction in force shall be given the opportunity to return to the higher classification whenever a position opening occurs before any other person is promoted to that same classification. Members shall be reinstated into their former classification in the reverse order of their displacement or layoff, i.e., the last displaced or laid off member being the first reinstated to the higher classification.

4. Notice of Recall:

Notice of recall given by the Fire District to a laid off member shall be by certified mail, return receipt requested, to the member's last known address as reflected in the Fire District's records. In effecting the recall the District shall adhere to the policy of last laid off, first rehired. If, however, the member having been duly notified of his recall fails to notify the District within seven (7) calendar days after receipt of his certified notice of recall letter of his intention to return to work, he shall lose all rights to rehire.

5. Reporting Time:

If the member who has received his recall notice in accordance with Section 4 above notifies the Fire District of his intention to return to work in a timely manner, the District shall give the member twenty-eight (28) calendar days from the date of his receipt of the notice to do so; unless a substantial cause exists which precludes such a return.

Article 19 – Overtime and Call Back Pay

Reference PM -6.02 Overtime, Callback and Compensatory Time

1. Overtime. Forty (40) hour per week paid members. Overtime for eligible Members (nonexempt paid members as defined by FLSA) is that time worked which exceeds the normal standard forty

(40) hour work week. Overtime worked as a result of regular work schedules shall include actual time worked and includes paid leaves such as, but not limited to, holidays, annual leave, sick leave, jury duty and standby.

2. Overtime. Fifty Six (56) hour per week shift Members. Overtime for eligible Members, (non-exempt Members as defined by the FLSA) is that time actually worked which exceeds 112 hours within the 14 day FLSA work period.
3. All overtime hours, as defined above, shall be compensated at one and one-half times the regular rate. Overtime shall be paid in the same paycheck covering the pay period in which the overtime was earned. Overtime will be paid in ¼ hour increments. For example 1 hour and 15 minutes will be represented at 1.25 hours.
4. Call Back Pay - Whenever a Member, enrolled in Nevada PERS prior to June 30, 2008:
 - a. Has had a break in service, and
 - b. Is requested to return to duty with less than twelve (12) hours notice.

They shall be offered a minimum of two (2) hours call back pay at the rate of time and one-half. In the event the situation requiring initiation of Call Back is mitigated prior to the two hours being worked, the employee will be offered the opportunity to leave and be compensated for only the hours worked. In the event that the call back time happens less than two hours prior to the employee's regularly scheduled shift, the employee will be compensated for the time worked prior to the shift.

5. Call Back Pay - For employees enrolled in Nevada PERS on or after July 1, 2008 – call back pay is defined as compensation earned for returning to duty after a member has completed his/her regular shift and is requested to return to duty with less than twelve (12) hours notice to respond to an emergency, except for any member who is:
 - A. Called into work while on standby status,
 - B. Not required to leave the premises where he/she is residing or located at the time of notification in order to respond, or
 - C. Called back to work if the work begins one (1) hour or less before or after his/his scheduled work shift.

6. Call Back Pay – For employees enrolled on or after January 1, 2010 – call back pay is defined as compensation earned for members returning to duty within 12 hours after one's regular working hours to respond to an emergency. As used in this policy, "emergency" means a sudden,

unexpected occurrence that is declared by the governing body or chief administrative officer of the public employer to involve clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property.

Procedure:

1. Overtime coverage of 12 hours or greater should be filled using the appendix OT-1 rotation chart. When the opening is created by a Captain, Appendix OT-2 will be used as a reference prior to offering the Overtime. The chart will be utilized whenever possible for filling available overtime slots based on any available leave created for non-emergency reasons, or any coverage deemed necessary by the Duty Officer.
2. When filling scheduled leave slots, calls will be made on Thursdays corresponding with pay day weeks, not more than 30 days or less than 7 days prior to the shift to be filled. Calls will be made between 09:00 and 12:00pm to the numbers provided by personnel (no more than two numbers per individual). If the personnel are on duty and involved in call response, and unavailable to answer the phone, the Duty Officer will be notified of the situation to determine best course of action. No grace period will be allowed to return the phone call to accept overtime for personnel who are not on duty.
3. Position on the list will change when the overtime is accepted or refused, not when it is worked. Position will also change if contact is not able to be made after utilizing both contact numbers. Each time an overtime slot is filled; the appendix OT-1 list referencing that slot will be printed out and logged. After accepting an overtime slot, if the leave is not taken and the slot no longer needs to be filled, you will be placed at the top of the list for the next available opening.
4. If an employee so chooses or situation requires, they may be listed unavailable (UA) for contact and they will not lose their position on the list. When they are again available, they will be placed back in available rotation on the list. While members are listed as (UA) they can move up the list, but not rotate down. If an employee is already on a scheduled shift trade or is attending compensated training representing the District, (must have a signed training request), they will be considered (UA) for overtime offerings for the day to be offered.
5. Overtime will be offered based on a combined member pick list of rank for rank. In the event a Captain creates an opening, if safety staffing is met, a Captain will be hired back on overtime regardless of EMS qualification. If a firefighter creates the opening, if safety staffing is met, a firefighter will be hired back on overtime regardless of EMS qualification. This combined

member pick list will be utilized to the end of this contract and evaluated for successfulness prior to the next contract starting July 1, 2013. If held for mandatory coverage of 12 hours or more, your spot on the list will change.

6. Areas where the overtime policy does not apply:

- A. Any 56 hour or 40 hour employee in a temporary authorization evaluation process is not eligible for participation in the aforementioned overtime policy. If they were already employed with the District, i.e. if prior to starting their TAP process they were employed with the District as an intermediate, they are still eligible to fill overtime slots as an intermediate after the intermediate list has been exhausted, however they are not eligible to fill medic overtime until they have completed their TAP process. This article does not exclude them from the ability to fill special assignment overtime.

Article 20 – Rank for Rank Overtime

- 1. All coverage under Article 20 must meet the requirements of Article 46, Article 19 and Appendix OT-2.
- 2. Whenever possible firefighters will be used to fill firefighter openings and Captains will be used to fill Captain openings.
- 7. In the event no staff is available to fill from the Appendix OT-1 combined member pick list, mandatory overtime will be forced.
 - A. Mandatory overtime coverage will be imposed on a member who is already on shift, has not had a break in service, and who meets the requirements for safety staffing. Members meeting these requirements shall be polled for availability and if no one accepts, mandatory overtime shall then be imposed on the member with the least seniority.

Article 21 – Annual Leave

Reference PM - 7.01 **Annual Leave**

- 1. Annual leave time shall be accrued based on the following schedule:
 - A. Zero (0) through five (5) years full time status.

1. Forty (40) -hour work week – 10 hours per month divided equally over 26 pay periods a year for members in full-time paid status regardless of hours worked.
 2. Fifty-Six (56) -hour work week – 14 hours per month divided equally over 26 pay periods a year for members in full-time paid status regardless of hours worked.
- B. Five (5) through ten (10) years full time status
1. Forty (40) -hour work week – 14 hours per month divided equally over 26 pay periods a year for members in full-time paid status regardless of hours worked.
 2. Fifty-Six (56) -hour work week – 19.60 hours per month divided equally over 26 pay periods a year for members in full-time paid status regardless of hours worked.
- C. 10 years through 15 years full time status:
1. Forty (40) -hour work week – 16 hours per month divided equally over 26 pay periods a year for members in full-time paid status regardless of hours worked.
 2. Fifty-Six (56) -hour work week – 22.40 hours per month divided equally over 26 pay periods a year for members in full-time paid status regardless of hours worked.
- D. 15 years through 20 years full time status:
1. Forty (40) -hour work week – 18 hours per month divided equally over 26 pay periods a year for members in full-time paid status regardless of hours worked.
 2. Fifty-Six (56) -hour work week – 25.2 hours per month divided equally over 26 pay periods a year for members in full-time paid status regardless of hours worked.
- E. More than 20 years full time status:
1. Forty (40) -hour work week – 20 hours per month divided equally over 26 pay periods a year for members in full-time paid status regardless of hours worked.
 2. Fifty-Six (56) – 28 hours per month divided equally over 26 pay periods a year for members in full-time paid status regardless of hours worked.
 3. The above accruals reflect full-time status. Accruals shall be pro-rated for partial months in a paid status and regular part-time paid members shall accrue at a reduced rate based on their percentage of full-time employment. Regular part-

time paid members shall accumulate annual leave at a rate of one-fifth (1/5) that of forty-hour full time personnel, for every eight (8) hours per week of their regular schedule.

2. All annual leave credit shall be calculated from the first day on which the Member was appointed to his original classification as a probationary Member but shall not be credited to the probationary Member until confirmed as a regular Member. Members on probation are not eligible to use annual leave. The annual leave accrued while in probationary status shall be credited to the Member upon confirmation as a regular Member.
3. Maximum annual leave carry-over at the end of the last pay period of December even if the pay period doesn't actually end until January. (i.e. ends on January 4th at 0000 hours)
 - A. Forty (40) -hour work week – 240 hours
 - B. Fifty-Six (56) -hour work week – 336 hours
4. Annual leave shall be taken in increments of not less than one (1) hour. Requests for annual leave will be considered in the order they are received and approved based on the District's business needs at the convenience of the District. The District will allow one annual leave slot leave per shift (A, B, C, D) per six (6) employees per day.
5. Annual leave requests will be taken on the first Monday in August for the following calendar year. Each Member will be able to have three vacation draft choices. Each draft choice will be no longer than six shifts. These requests will be filled in order of seniority and draft choice order. Draft order is determined by seniority with the most senior person requesting leave having the first pick. Once all first round picks have been chosen, the second and proceeding rounds will follow the same seniority and procedure with a maximum of 3 rounds.
6. The remaining dates will be available for request using this policy on a first come first served basis. Requests for annual leave should be presented at least 14 days prior to the requested vacation time. Special consideration may be given to emergency situations.
7. Emergency leave- (Short notice Annual Leave) - In the event of an unforeseen emergency which may keep a member from getting to work, I.e.: flat tire, delayed plane, inclement weather, a member may use short notice annual leave. Emergency leave will be deducted from the members annual leave bank at a minimum of one (1) hour and then every fifteen (15) minute increments thereafter. Emergency leave is not intended to be used in excess of the time it should take for the

member to report to duty, and the member shall be able to provide proof by logical means, I.e.: car repair receipt, airline schedule, weather report or road condition report.

8. A Member who is about to resign or retire or who is to be dismissed, will be granted payment for annual leave time accrued to his credit at date of separation at his current rate of compensation. No payment of annual leave time shall be made to any person who separates from service with the District prior to confirmation as a Member.
9. In the event of the death of a Member, payment of annual leave time accrued will be made to the designated beneficiary.
10. Annual leave may be bought from the Member. The Member must request annual leave buy out in the month of September. The payment will be received on the check for the first full pay period in November. To be eligible for annual leave buy out, the Member must complete probation and have the annual leave available at time of buyout. Buy out may not exceed the currently assigned work week of the Member. The buyout will be at the requesting paid member's current regular hourly rate at the time of the payout and will not affect FLSA or overtime.
11. Anytime a Member changes weekly work hours their accrued leave banks will be adjusted by a factor of 1.4 hours.
 - A. Forty-hour work week Member who becomes a Fifty-Six (56) hour work week Member will have their leave banks increased by a factor of 1.4 hours.
 - B. Fifty-Six (56) -hour work week Member who becomes a forty (40) hour work week Member will have their leave banks decreased by a factor of 1.4 hours.
14. Daylight Savings Time – In the event a member is scheduled to work on the day daylight savings time changes, the following will apply:
 - A. For members working in the fall when time moves back one (1) hour, members will be compensated one (1) hour of overtime for the additional hour worked at a rate of time and one half.
 - B. For members working in the spring when time moves forward one (1) hour, members will be charged one (1) hour of annual leave to cover the time change.

Article 22 – Sick Leave

Reference PM -7.02 Sick

Leave

1. Sick Leave Accrual
 - A. Forty (40) hour work week – 10 hours per month divided equally over 26 pay periods a year for members in full-time paid status regardless of hours worked.
 - B. Fifty-Six (56) hour work week – 14 hours per month divided equally over 26 pay periods a year for members in full-time paid status regardless of hours worked.
 - C. Regular part time paid members shall accumulate sick leave at a rate of one fifth (1/5) that of 40 hour personnel for every eight (8) hours per week of their regular schedule.
2. A Member is not entitled to take sick leave until he has been confirmed as a Member, unless special exception is made by the District Chief.
3. Sick leave shall be defined as the absence from duty by a Member for the following reasons:
 - A. Quarantine because of exposure to a contagious disease, or when incapacitated and unable to perform duties because of personal illness or injury, or for optical, medical or dental examination and/or treatment.
 - B. Attendance upon a member of the Member's immediate family because of illness or injury where the attendance of the Member is definitely required to care for or transport such family member.
4. Members who call in sick prior to their work shift must notify the on duty Battalion Chief. Requests for sick leave usage shall be presented in advance for medical, optical or dental appointments. In all cases, requests must state the reason for the sick leave.
5. When a Member is absent due to illness or injury for more than three (3) days on a forty (40) hour schedule, or 3 consecutive twenty-four (24) hour shifts on a Fifty-Six (56) hour rotation, the District Chief may require evidence in the form of a physician's statement or other documentation stating the reason for a Member's request for sick leave.
6. If any employee is absent due to illness or injury for Sixty-Eight (68) hours on a Forty (40) hour schedule and Ninety-Six (96) hours on a Fifty-Six (56) hour schedule will be required to provide a doctor's note documenting their illness or injury.

7. Documentation must clearly state the nature of the paid member's illness. Documentation may also be required at any time the District Chief believes sick leave privileges are likely to or are being abused.
8. Following an absence for serious illness, injury or exposure to a contagious disease, the District Chief may require a statement by a physician indicating the Member is fit to return to work.
9. No Member shall be entitled to sick leave while absent for any of the following reasons:
 - A. Disability arising from any sickness or injury purposely self-inflicted or caused by willful misconduct.
 - B. Sickness or disability while absent from duty when such absence was not authorized.
10. Sick Leave Buyout – All full time paid members shall be entitled to buy out sick leave in the form of a onetime contribution to their deferred compensation plan at a dollar for dollar rate. The hours accrued above the minimum cap as of the 1st payday in November shall be the amount of hours eligible for buyout to the Employees deferred compensation account. The fire district shall transfer eligible funds into the Employees deferred compensation account as of the 2nd pay period in December.
11. Minimum Caps - Employees cannot buy out sick leave hours below the established minimum cap:
 - 56 hour Employees – 1200 hours of sick leave
 - 40 hour Employees – 860 hours of sick leave
12. Maximum hour's eligible per year – Employees will be eligible to buy out any amount of hours less than and/or equal to the employee's annual sick leave:
 - 56 hour Employees – 168 hours maximum
 - 40 hour Employees – 120 hours maximum

Article 23 – Compliance with FLSA

1. The District FLSA cycle will be calculated on a 14 day cycle
 - a. Average hours worked during the 14 days is 112
 - b. FLSA allows for 106 hours during that period
 - c. FLSA requires that the difference in hours is calculated at time and one half.
 - d. Since the 6 hours has already been paid at straight time – the difference will be paid as 3 hours per pay period of FLSA straight time.

2. The following leaves shall be counted as time worked in regard to FLSA hours:

- a. Annual Leave
- b. Sick Leave
- c. Military Leave
- d. Administrative Leave with Pay
- e. Compensated Family Medical Leave
- f. Compensated Bereavement Leave
- g. Compensated Medical Leave for On the Job Injury
- h. Compensated Jury Duty

Article 24 – Catastrophic Leave Donation/Credit

Reference PM - 7.03 **Catastrophic**

Leave

1. Policy and Guidelines

- A. Catastrophic leave benefits may be established for any Member who has exhausted all accumulated leave balances. Catastrophic leave is intended to provide a portion or all of a Member's pay during the time the Member would otherwise be on medical leave of absence without pay.
- B. Participation in the catastrophic leave program is completely voluntary.
- C. Catastrophic leave may be approved when:
 1. An eligible Member suffers a severe illness, injury or emergency which is expected to incapacitate the Member for an extended period of time and which creates a financial hardship because the Member has exhausted all of his/her accumulated leave.
 2. When an immediate family member suffers injury/illness resulting in the Member being required to take time-off from work for an extended period of time to care for the family member, which creates a financial hardship because the Member has exhausted all of his/her accumulated leave.
- D. This policy allows Members to donate sick leave to another Member when the donating Member's sick leave would not be reduced to less than 400 hours and the

recipient Member has met all of the requirements of the policy. Information about donors will be kept strictly confidential.

2. Establishment/Eligibility for Catastrophic Leave

- A. Members (or their affected designees) requesting establishment of catastrophic leave donation must submit a written request to the District Chief. The request must provide sufficient information to enable a determination to be made whether the Member qualifies for catastrophic leave donation. This information will be maintained confidentially.
- B. Catastrophic leave requests for injury/illness must include medical verification from a physician that describes the Member's or the family member's catastrophic illness or injury. If the request is for a family member, it should also specify that the member's attendance of the ill or injured family member is required. Leave requests must include the estimated date of return to work.
- C. Catastrophic leave may be applied for as many times as the employee deems necessary.

3. Donation Procedure

- A. It is the responsibility of the Member (or his/her designee) to canvass other members for the donation of sick leave hours. However, it must be recognized that donations are voluntary; coercion or harassment of fellow Members to donate will not be tolerated.
- B. Donations must be a minimum of four (4) hours. Donated hours will be considered hour for hour.
- C. If the recipient returns to work before the donations are exhausted, the donations are eliminated from the catastrophic leave bank. Any remaining hours left in the bank will be returned to the donating employees based on their percentage of the original donation pool. For example: if the original donation pool was 100 hours and you donated 10 of those, if the remaining balance of hours is 24 hours, you will get 2.4 hours back.
- D. All benefits will continue as if the recipient Member was on sick leave.
- E. All accrued leave will be used prior to the donated leave being used.

4. District Credit to Sick Leave.

- A. Members may apply for a one time District credit into their sick leave bank. In the event that a Member is unable to secure donated sick hours, or has used all of the

donated hours, from his/her co-workers sufficient to cover the leave period, they may apply for District credited sick leave.

- B. Forty (40) hour employees may apply for up to One-Hundred and Twenty (120) hours of District credited sick leave. Fifty-Six (56) hour employees may apply for up to One-Hundred and Sixty Eight (168) hours of District credited leave.
 - C. All accrued leave will be used prior to the credited leave being used.
 - D. If the recipient returns to work before the credited hours are exhausted; the hours are eliminated from the employee's sick leave bank.
 - E. After the Member returns to duty, all District credited hours used will be paid back hour for hour from the Member's sick and annual leave accrual until all used credited hours are paid back.
5. Termination of Catastrophic Leave. Participation in the Catastrophic Leave program shall be terminated when one or more of the following occurs:
- A. Donated or Credited leave hours have been exhausted.
 - B. Death of the ill or injured Member or family member.
 - C. If you are on a combination of your own and donated sick leave for a period of two continuous years without having physically worked a shift, your donated leave will cease.

Article 25 – Military Leave

- 1. Military leave will be authorized in accordance with state and federal law (NRS 281.145). For the purpose of this policy, recognized military service shall mean full-time service by a person in the armed services during a national emergency or state militia emergency. A military leave of absence is normally granted without pay, however, a Member may exhaust accrued annual leave, compensatory time off or other leave balances as appropriate prior to commencing leave without pay. In order to be eligible, Members must submit written verification from the appropriate military authority. Whenever possible, the Member shall notify the District Chief of such leave request at least ten (10) working days in advance of the beginning date of such leave.
- 2. There shall be no loss of seniority, sick leave or annual leave rights during such leave. While in a non-pay status on military leave, the Member shall not accrue annual leave, sick leave, holidays or

any other benefits during the leave. Insurance benefits, such as, but not limited to, health, dental, life and disability insurance for the Member and his dependents will not be maintained by the District during the leave while in a non-pay status. The Member may elect to pay the entire premiums and maintain the insurance during the leave. The premiums must be paid in advance to the District.

3. The District will reinstate Members returning from military leave to their same position or one of comparable seniority, status and pay if they:
 - A. Have a certificate of satisfactory completion of service;
 - B. Apply within ninety (90) days after release from active duty or within such extended period, if any, as their rights are protected by law; and
 - C. Are qualified or are, with reasonable accommodation, able to re-qualify to fill their former position.
4. Exceptions to this policy shall be made whenever necessary to comply with applicable state and federal laws.
5. Any officer or Member 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 Nevada National Guard shall be relieved from his duties, upon request, to serve under orders and shall receive his regular pay, less any normal deductions, not to exceed fifteen (15) working days in any one (1) calendar year, while on such leave. For Fifty-Six (56) hour employees – District covered military leave will be 192 hours. For Forty (40) hour employees – District covered military leave will be 138 hours. Military leave will be taken in a minimum of Eight (8) hour blocks. Military leave under this subsection shall not be treated as annual leave.

Article 26 – Bereavement Leave

Reference PM – 7.08 Bereavement Leave

1. When a death occurs in the immediate family, (immediate family of a Member shall consist of spouse, mother, father, sister, brother, or child, foster child; spouse's child, mother, father, sister, brother; grandparents or grandchildren), of an Member, said Member shall be entitled to a leave of absence with pay chargeable to the Member's sick leave, for each death of an immediate family

member. Bereavement leave will be charged to the Member's sick leave. Forty (40) hour employees will be granted up to Eighty (80) hours of leave. Fifty-Six (56) hour employees will be granted up to One-Hundred and Twelve (112) hours of leave. Members may request leave as necessary based on individual circumstances. For the purposes of bereavement leave, exceptions may be made to include family member related by birth, adoption and/or through marriage; Member's partner, an individual who was dependent upon the Member for care, or any individual who was living in the Member's home.

Article 27 – Family Medical Leave

1. The District will comply with FMLA.

Overview

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a 12-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**

Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

2. Maternity- Light duty shall be provided for a member who upon recommendation from the members personal physician she is unable, for medical reasons, to perform her fire suppression

duties. The decision to provide light duty status shall be the sole discretion of the District Chief, but shall not affect the safety of the pregnant employee.

3. Paternity- Absence from work due to the maternity of the members spouse shall be defined as an illness of the member's immediate family and any leave granted will follow the requirements of FMLA.
4. When a qualifying FMLA event occurs it shall run concurrent with sick leave, annual leave or catastrophic leave. Once all paid leave is exhausted the remainder of the period will be unpaid FMLA. FMLA shall not run concurrent with workers compensation leave even though the member may be accessing their leave banks.

Article 28 – Holiday Pay

Reference PM - 6.03

Holidays

1. The following holidays are established as official District holidays:
 - A. January 1st, New Year's Day
 - B. Third Monday in January, Martin Luther King Day
 - C. Third Monday in February, President's Day
 - D. Last Monday in May, Memorial Day
 - E. July 4th, Independence Day
 - F. First Monday in September, Labor Day
 - G. Last Friday of October – Nevada Day
 - H. November 11th, Veterans Day
 - I. Fourth Thursday in November, Thanksgiving
 - J. Fourth Friday in November as Family Day
 - K. December 25th, Christmas Day
2. Any day that may be appointed by the President of the United States, the Governor of the State of Nevada, or the Central Lyon County Fire District Board of Directors as a legal holiday.
3. Holidays shall be observed on the same day on which the official holiday occurs.

4. A holiday that falls on a Forty (40) hour paid Member's scheduled day off shall be observed on the work day closest to the official holiday.
5. A full time paid member on a forty (40) hour work schedule who does not work on designated holidays shall receive holiday pay at their regular hourly rate in each pay period in which a holiday is observed. If they are working a five (5) day a week eight (8) hours a day schedule they will receive eight (8) hours of holiday pay. If they are working a four (4) day a week ten (10) hours a day schedule they will receive ten (10) hours of holiday pay.
6. A full-time paid member on a forty (40) hour work schedule who is required to work on designated holidays will receive either eight (8) or ten (10) hours of holiday pay at their regular hourly rate in addition to their regular hourly rate for actual hours worked in each pay period in which a holiday is observed in lieu of time off.
7. Paid members on Fifty-Six (56) hour work schedules shall be paid an extra twelve (12) hours at the regular hourly rate of compensation in each pay period in which a holiday is observed in lieu of time off.

Article 29 – Employee Evaluations

Reference PM - 5.04 Performance Evaluations for Paid Members

1. **Purpose and Objectives.** The purpose of the Employee performance evaluation system is to establish and maintain an ongoing means of communicating between Members and managers and/or supervisors for the purpose of clarifying organizational goals and linking them to Member expectations; motivating Members; ensuring high performance; maximizing Member potential; identifying employee training needs; and formally documenting Member behavior. Members along with their managers and or supervisors are expected to discuss suggestion issues or concerns at any time in an effort to maintain a positive and open working relationship.
2. **Schedule and Timing of Performance Evaluations.** Members will receive a performance evaluation at six (6) months and at the completion of the twelve (12) month probationary period. Performance evaluations will then be given every twelve (12) months at the time a merit step is due until the maximum wage of the salary range is reached, and annually thereafter. Whenever a commendation or a serious problem warrants special attention, as determined by the District Chief, a special performance evaluation may be made.

3. The Performance Evaluation

- A. Evaluations will be based on performance and/or behavior which occurred during the rating period. Previous evaluations may be referenced to support trends or patterns of performance, but prior performance should not be used solely as the basis of arriving at current reviews.
 - B. The performance evaluation shall be on a form provided by the District. The evaluation shall be prepared by the supervisor directly responsible for the paid member's performance and shall be reviewed with the Chief. The immediate supervisor shall conduct a private interview with the Member in an unhurried atmosphere. The Member shall sign the performance evaluation form, indicating that it was discussed with him, not that the Member agrees with or endorses the evaluation. The Member may add written comments to the performance evaluation. A copy of the performance evaluation will be provided to the Member and the original, along with any Member's comments, will be placed in the Member's personnel file.
 - C. Managers and supervisors are encouraged to maintain ongoing informal discussions with Members about Member performance and development. It is not necessary to wait until a formal review to discuss progress and amend or modify the previously established performance criteria.
4. Appeal of Performance Evaluations. A Member, other than a Member on an initial probation record, who receives an overall unsatisfactory performance evaluation rating, may request a meeting with the District Chief. The District Chief shall meet with the Member in a timely manner to discuss the evaluation. The decision of the District Chief shall be final.
 5. Employee evaluations will be completed and placed in the employee's file within 30 days from his/her anniversary date. If eligible for a step increase, the step will be retroactive to the date of the closest pay period after the anniversary date. If the evaluation has not been completed within 30 days from the anniversary date, the step increase will be automatic regardless of evaluation status as positive or negative and the pay increase will be retroactive to the closest pay period after the anniversary date.

Article 30 – Out of District Assignments

1. Members who are on Out of District Wild land assignments will be compensated based on a minimum of Sixteen (16) hour work cycle followed by an Eight (8) hour rest period. Members will be compensated for a minimum of Sixteen (16) hour work cycles for every day they are out of District. In the event that they work more than Sixteen (16) hours, they will be compensated for all hours worked. For days when the Member is scheduled to be on duty, they will receive their regular rate of pay and hours.
2. In the event the Member is normally on a Forty (40) hour schedule and it is their regular work day, for any hours worked over their regular shift for a minimum of Sixteen (16) Hours, they will be compensated at time and one-half. For example – if you are scheduled on a 10 hour work day and you work 17 hours you will be compensated 7 hours at time and one-half.
3. For assignments where the District is compensated portal to portal, Members will be compensated portal to portal.
4. When Members respond to an initial attack/immediate need incident within Northern Nevada Region I during their normal work hours and the assignment extends beyond their normally scheduled work hours, they will be compensated portal to portal. However, if they are offered relief replacement at the end of their scheduled shift they will transition back to compensation based on sections 1 and 2 of this article. For any hours worked outside their regular scheduled hours they will be compensated at time and one-half.
5. Travel days, both to and returning from incidents will be compensated based on actual hours worked.
6. A qualified Engine Boss who is assigned shall be compensated at Acting Captain wage for the hours worked during the assignment; they shall return to their normal rate of pay upon returning to district.
7. For planned need assignments Out of District – the wildland overtime list will be used to fill the positions necessary for filling the resource request. The wildland overtime list is located as a tab on the Appendix OT-1 overtime spreadsheet.
8. Backfill of station coverage that requires overtime will be done utilizing the regular combined member pick list on Appendix OT-1.
9. Definitions:

Initial Attack/Immediate Need: resources needed during the current operational period of the incident.

Planned Need –

- Assignments where apparatus response is not expected to initiate within 4 hours of receiving the resource request and/or,
- Resources needed for the next or later operational periods

Single Resource –

- For the purposes of the wild land overtime list, this will refer to specific Red Card based qualified individuals i.e. (Dozer Boss, Medical Unit Leader, Female Line EMT, Strike Team or Task Force Leader, Division Supervisor...).
- Neither the regular overtime list, nor the wild land overtime list will be accessed for single resource assignments.
- A listing of applicable single resource assignments and the personnel capable of filling them is listed as a tab on the Appendix OT-1 overtime spreadsheet.
- Single resources will rotate between personnel functioning in the same resource qualification.

Use of Unavailable Flagging – you **may not flag** yourself unavailable on the wild land overtime list.

- If you are already committed to compensated district training and/or assignments, you will be offered the wildland assignment but will not be rotated if you refuse the assignment based on choosing to complete your previous obligations.
- If you are a student and taking an optional class you will be offered and may refuse without rotating on the list. If you are scheduled to be an instructor and are unable to get coverage for your scheduled teaching time, you will not be rotated based on previous District obligations.
- Paramedic students will not be offered wildland overtime during didactic and clinical time.
- If you had submitted your Annual Leave bid days and they fall during the assignment offering you will be offered the assignment but may refuse and not be rotated on the list.
- If you're assigned on Military Leave you're flagged unavailable and are not rotated on the list.

Procedure:

1. When a resource request is received, determination of immediate or planned need must be evaluated.

2. If determined to be planned need, filling of overtime will be done from the top of wild land overtime list considering personnel by shift and qualification. If filling of the overtime requires skipping over people to not jeopardize coverage within the District, those personnel skipped will not rotate on the list.

Article 31 – Public Employees Retirement System

1. The District will follow applicable state law to pay for any contributions or increases to the Public Employees Retirement System.

Article 32 – Salary Adjustments and COLA's

1. For fiscal year 2013-2014 in lieu of a COLA, membership agrees to the amount of 0.375% taken to cover the state required PERS increase.
2. For fiscal year 2013-2014 there will be a 3.3% Salary Adjustment for Captains C-2 and C-3 Step 1, increase to equal 5% above C-2 and C-3 base, in the first full pay period of January 2014, Attachment I.
3. All Salary Adjustments and COLA's will be administered at the end of the first full pay period in the month they have been determined to be administered.

Article 33 – Education Scholarship Program

1. The District will provide an employee reimbursement based scholarship program to assist employees with continuing education towards a degree program in the fields of Fire Science, Fire Prevention, Business Administration, Chemistry, Emergency Management, Nursing, Emergency Medical Services and other degree programs as approved by the District Chief.
2. There will be a total of \$5,000 available per budget cycle with \$2,500 available for both the fall semester and spring semesters with 5 scholarships available each semester.

3. Applications for scholarship reimbursement will be accepted in the first three weeks of each semester for reimbursement at the end of the semester. To receive reimbursement, recipients must provide copies of their receipts and proof of achieving a grade of "C" or better.
4. For the fall semester – if there are less than five qualified applicants, any portion of the \$2,500 that isn't used will carry over to the spring semester.
5. For the spring semester – if there are less than 5 qualified applicants, the money may be divided equally among the applicants up to the amount of their receipts.
6. A scholarship committee will be established and comprised of Two (2) Association Members and Two (2) District members with scholarship criteria to be established/re-evaluated at the start of each fiscal year.

Article 34 – Haz-Mat Technician/Specialist Incentive

Reference PM - 6.13 **Hazardous Materials
Technician/Specialist Incentive Pay**

1. Effective July 1, 2005 Members who are certified as Hazardous Materials Technician/Specialist under CFR 29, SARA title 3 and recognized by the District and Quad County Hazardous Materials Team shall be paid an incentive of two percent (2%) of their base salary.
2. In the event the initial Six (6) spots are not filled, Members who meet the criteria in paragraph 1 will be chosen based on total seniority. After the Six (6) spots are filled, any openings will be filled by seniority of the Members applying for the opening.
3. The maximum number of represented Members eligible to receive the technician incentive is Six (6).
4. In the event that the Six (6) spots are filled and a Member holds and maintains a recognized District and Quad County Hazardous Materials Technician/Specialist Certificate, the Member will receive an incentive of one-half (0.5) percent of your base salary.

Article 35 – Group Health Insurance

1. The District agrees to maintain, at a minimum, the level of care provided under our current Medical, Dental and Vision plans.

2. **Medical** – this includes 100% coverage for the employee and dependents under our current Health Savings Account program. The District also agrees to payment of \$1,250.00 into each Employees HSA account annually in the first full pay period in January. Coverage Benefits will continue at the level presently provided as outlined in the Summary of Benefits Schedule sheets – Attachment II.
3. **Dental** – The District will continue to provide Dental care at the level presently provided as outlined in the Summary of Benefits Schedule sheets – Attachment III.
4. **Vision** – The District will continue to provide Vision care at the level presently provided as outlined in the Summary of Benefits Schedule sheets – Attachment IV.
5. **Air Ambulance** – The District agrees to pay for Careflight memberships for each member’s household not to exceed \$60.00.

Article 36 – Group Life Insurance

1. The District agrees to pay for Group Life Insurance for each member at no cost to the member in the amount of \$25,000.00 for the member, \$3,000 for the spouse, and \$2,000 for each child over 12 months. Specific information on Group Term Life Insurance with Accelerated Benefits is provided as - Attachment V.

Article 37 – Post-Retirement Medical Benefits

1. The District agrees to pay toward the member’s Group Health Care insurance premium based on the following stipulations:
 - a. The District will pay toward the member’s premium only.
 - b. The District will pay based on attaining a minimum of 15 years of service with the member choosing to draw their PERS retirement at the time of separation of service with the District. If the member leaves the District and does not begin drawing their PERS retirement at time of separation they are not eligible to receive any insurance benefit from the District.
 - c. The District will pay a percentage based on years of service up to the dollar amount listed in the chart below.

Years of Service	Percentage Covered	Dollar Amount Covered
15	25%	\$125.00
20	50%	\$250.00
25	75%	\$375.00
28	100%	\$500.00

2. Upon attainment of Medicare age, the District's contribution to the member's health insurance will cease, however the member may choose to continue with the District's policy at the time as a supplemental to their Medicare coverage with the member paying the entire premium.
3. Whenever a member retires and draws pension under Nevada State PERS and was eligible to be covered or had dependents that were eligible to be covered by group health insurance, Vision, and Dental has the option upon retirement to cancel or continue any such coverages. The retiree shall assume the portion of the premium for the coverage which the District does not pay on behalf of retired member.
 - a. A dependent of such a retired person has the option, which may be exercised to the same extent and in the same manner as the retired person, to cancel or continue coverage in effect on the date the retired person dies.
 - b. Notice of the selection of the option must be given in writing to the District within 60 days after the date of retirement or death.
4. A retired member, the surviving spouse or dependent may reinstate insurance that, at the time of reinstatement, is provided by the District to the active members and their dependents. The retired member, the surviving spouse or dependent shall assume the full premium for the coverage. The retired member, the surviving spouse or dependent must submit written notice of the intent to reinstate the insurance not later than August 31 prior to the plan renewal year; coverage will reinstate on the plan renewal.
5. The district will continue contributions as negotiated to a trust fund that will be administered by both the District and the Association.

Article 38 – Longevity Pay

Reference PM – 6.14

Longevity pay

1. All Members covered hereunder who have completed a total of five (5) years or more of full-time service with the District shall be entitled to longevity pay at the rate of .005 of the base pay of a “Top Step” Firefighter EMT-Intermediate for each year of continuous service with the District up to a maximum of 20 years of service. Effective July 1, 2013, a Member’s , with anniversary months excluding January or June, eligibility for longevity pay shall be reviewed after achieving 5 years of full time status and calculated at the Members anniversary date each year thereafter with a payment to be effected in an annual installment payable in the next full pay period after .A Member’s, whose anniversary months are January or June, eligibility for longevity pay shall be reviewed after achieving 5 years of full time status and calculated at the end of the first full pay period of October each year thereafter with a payment to be effected in an annual installment payable in the second pay period of October; to reduce fiscal impact these members will be transitioned in following budget year. Qualified Members retiring before the due date of the annual payment shall receive a prorated payment based on the last whole year completed. Any other form of severance from service will not be recognized for longevity compensation without board approval.

Article 39 – Uniform Allowance

Reference PM - 6.04

Uniforms

1. The District shall provide a uniform allowance annually not to exceed \$700.00 to Members who are required by the District to wear a uniform. Payment shall be in accordance with procedures established by the District Chief.
2. Members shall conduct themselves in such a manner, when wearing clothing that identifies them as District representatives, so as to not bring discredit to the District.
3. Members will be required to obtain all the components of their Class A uniform by the end of their second year of full time service.
 - a The District will buy the Member’s jacket and pants in their second year of employment.

- b The Member will be required to purchase the remaining pieces of the Class A uniform to meet the specifications of the Uniform SOG – Admin #1.
- 4. Temporary employees will receive a prorated uniform allowance based on their hire date in reference to the start of the fiscal year. For example – an employee hired in January will receive 6/12ths of the annual amount = \$350.00

Article 40 – Medical Examinations

Reference PM - 6.07 Medical Examinations

- 1. The District may require a medical examination of a Member at any time for any reasonable cause. The medical examination shall be conducted by a physician selected by the District at its sole expense. The scope of the medical examination shall be determined by the attending physician, with the approval of the District Chief, to assess if the Member is medically fit to effectively perform his job without endangering the health and safety of the other District Employees, the public or him/herself.
- 2. A Member who is disqualified from employment or who otherwise fails the examination may submit an independent medical opinion that the Member obtains at his/her own expense.
- 3. Every Member engaged in emergency response for the benefit or safety of the public shall submit to a pre-employment and regular physical examination as per Administrative SOP #16 Revised 02/2008. This Firefighter Medical Examination is designed to meet all Federal, State and workers compensation requirements. The type and frequency of each individual's examinations will be based on his or her level of participation. The cost of the physical examination shall be paid for by the District.

Article 41 – Job Related Medical Leave

- 1. In the event a Member is absent from work due to an on-the-job injury, illness, or occupational disease, which is accepted by the District's Workers Compensation carrier, the District shall pay that Member the difference between awarded Temporary Total Disability (TTD) or Temporary Partial Disability (TPD) payments and the Member's regular, base rate of pay for his/her current position, calculated at an average of One Hundred and Twelve (112) hours per pay period for Fifty-Six (56) hour personnel or Eighty (80) hours for Forty Hour Personnel. A Member will be

eligible for this supplemental compensation for a period of one hundred eighty (180) calendar days for each separate and unique injury, illness, or occupational disease, unless the following provisions apply: 1) he/she is able to perform his/her regular duties; 2) he/she is able to perform temporary alternative duties in the Fire District; or 3) he/she becomes qualified to receive permanent total disability compensation, whichever event occurs first. Payment of supplemental compensation will be applied retroactively to the first day of eligibility for TTD or TPD. During such period, the Member will accrue sick and vacation benefits as if he/she were in full pay status. Further, during such period the District will continue its full contribution toward the Member's group medical insurance coverage. The Member will remain in full pay status by endorsing his/her Worker's Compensation TTD/TPD check over to the District. The District will then pay the Member an amount equal to the TTD/TPD payment and the supplemental compensation.

A. The District recognizes that a Member must be on medically certified leave from work for at least five (5) days due to an accepted on-the-job injury, illness, or occupational disease, before he/she is eligible for TTD/TPD. Under these circumstances, the District will pay a Member his/her full regular salary for up to the first five (5) days of absence. If a Member subsequently becomes eligible for TTD/TPD for these days, he/she will endorse that Worker's Compensation check over to the District.

B. Members performing temporary alternative duties in the Fire District may be assigned to an altered schedule, dependent upon their medical restrictions and the alternative duty assignment. Members will remain in full pay status while performing alternative duties in the Fire District, even if their medical restrictions call for less than a full day of work. Members working temporary alternative duties will continue to accrue sick and vacation benefits, as they are in full pay status. The District will also continue its full contribution toward the Member's group medical insurance. If a Member receives TTD/TPD for these days, he/she will endorse that Worker's Compensation check over to the District.

2. If a Member continues to be absent from work due to an on-the-job injury, illness, or occupational disease after receiving supplemental compensation one hundred eighty (180) calendar days, the Member may continue to remain in a full pay status for an additional one

hundred eighty (180) days by using accrued sick and/or vacation. The District shall then pay the Member an amount equal to the difference between utilized sick and/or vacation and TTD/TPD payments and the Member's regular, base rate of pay for his/her current position, calculated at an average of 112 hours per pay period for Fifty-Six (56) hour personnel or Eighty (80) hours for Forty (40) hour personnel. A Member will endorse his/her TTD/TPD check over to the District in exchange for his/her full paycheck as set forth above.

3. If a Member continues to be absent from work due to an on-the-job injury, illness, or occupational disease after the time periods set forth in 1 and 2, above, the Member may continue to remain in a full pay status by using accrued sick, vacation and/or comp time in conjunction with TTD/TPD payments. A Member will endorse his/her TTD/TPD check over to the District in exchange for his/her full paycheck as set forth above.
4. If the Member exhausts all of his/her accrued sick, vacation and/or comp time, the Member may apply for Catastrophic Leave per Article 24.
5. Should a Member have permanent work restrictions imposed or a permanent total disability as determined by the Worker's Compensation carrier that leaves the Member unable to perform all of the essential functions of his/her current position, the Member shall immediately file all necessary paperwork to initiate the retirement process. The Member, District and Association shall work to expedite the retirement process.

Communicable Disease

1. In the event a Member covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, he/she has been exposed to, or is the carrier of a serious communicable disease; the Member may be relieved of duty without the loss of any pay or sick leave, and shall be taken immediately to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the supervisor to determine if or when the Member is permitted to leave duty for this purpose.
2. The Member shall be provided with preventive measures designed to protect the Member against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood tests, and medical equipment such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede

communicable disease. The use of protective equipment may be required by a supervisor if it appears the non-use of this equipment may endanger the Member or another Member. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the Member, and the District shall not be held responsible for any consequences to the Member as a result of the Member having or not having received any vaccinations or tests. This does not waive the Member's rights under Workers' Compensation.

Article 42 – Alternative Duty Assignment

1. Upon receipt of medical documentation that a Member is temporarily unable to perform all of the essential functions of his/her current position due to an on-the-job injury, illness, or occupational disease, which is accepted by the District's Workers Compensation carrier, the District may offer alternative duty in accordance with subsection (8) of NRS 616C.475. Alternative duty shall be limited to that which is within the physical limitations or restrictions imposed upon the work of the employee by the Treating Physician authorized pursuant to NRS 616B.527 or appropriately chosen pursuant to subsection 3 of NRS 616C.090 and which contributes in a meaningful and identifiable way to the function and mission of the District. The Member may choose not to accept the District's offer of Alternative Duty Assignment in which case their sick leave will be charged hour for hour until they are able to return to full duty status as authorized by the Treating Physician. Refusal to accept Alternative Duty Assignment in no way waives the Member's right to continued medical treatment and rehabilitation required by their Treating Physician in order to return them to Full Duty. The parties agree that alternative duty assignments are to be of a temporary nature for the transition of the Member back to unrestricted, full duty performance of all of the essential functions of his/her current position and may be provided insofar as there is a reasonable medical probability that the Member will be able to resume full duty upon reaching maximum medical improvement (MMI). Once a Member has been medically released for full duty, that Member will be returned to full duty.

Article 43 – Drug Testing

1. The Association recognizes the existing Drug and Alcohol Free Workplace Standard Operating Procedure Admin SOP 12 as of the June 2011 revision.

Article 44 – Promotional Vacancies and Notice

Vacancies

1. The District shall have the right to decide if any vacancy shall be filled or promotion made in accordance with Article 5.
2. All promotional vacancies for the position of Captain shall be filled by Members provided that they meet the minimum requirements of the position established by the District, prior to the position being offered in open competitive testing.
3. If a vacancy opens in the rank of Captain and there is a current acting list, the top ranked individual will be offered the position.
4. In the event there is an opening in the rank of Captain and there is not a current acting list, the District reserves the right to a temporary promotion to fill the position for up to Six (6) months in order to establish a testing process to fill the position.
5. Military Leave Vacancies – in the event a position is opened due to the Member being on ordered military leave, the District reserves the right to fill the temporary position for up to Twelve (12) months without establishing that temporary Member as a Regular Paid Member. If the temporary Member has occupied the position for greater than Twelve (12) months they will be confirmed as a Regular Paid Member. When the Member on Military Leave returns to occupy their position – the temporary Member who achieved Regular Paid Member status will have right to re-employment under Article 18.

Notice

1. Notice of all promotional vacancies within the District shall be given to the Association President for Distribution to Members. The opening will be posted for a period of not less than Sixty (60) calendar days prior to the last date for application.

2. The District Chief shall adopt selection techniques, subject to Board of Directors approval, which are impartial, culturally fair and related to the essential functions of the job classification. The examination may include, but is not limited to, one or more of the following:
 - A. A written test measuring the candidate's aptitude and/or job knowledge.
 - B. An application evaluation of each candidate's applicable training and experience directly related to the job.
 - C. A performance test whereby candidates demonstrate the degree of job knowledge and ability possessed.
 - D. A physical fitness test whereby candidates demonstrate their physical capacity to perform the essential functions of the job.
 - E. A personal interview designed to evaluate the candidate's job-related personal characteristics, background and job knowledge.
3. Applications, recruitment and selection documents shall be retained in accordance with applicable State and Federal regulations.
4. Notice of job openings shall contain the following information:
 - A. Title and job description of the position;
 - B. All eligibility requirements including: education, employment, training or experience criteria, and whether equivalent factors will be recognized, and the weight to be given each requirement in evaluating a candidate;
 - C. Whether District or other seniority or length of service will be considered a factor, and if so, what weight will be given to such consideration in measuring or rating applicants;
 - D. Whether there will be competitive testing, and if so, the date, time and place of the test; the nature and scope of the test subject matter, and any reference material or sources upon which the test is based;
 - E. What components of the test will be used from Paragraph 2 items A-E and the relative weight to be given to each in scoring the test results;
 - F. Whether the tests will be used to establish an eligibility list based upon ranking or rating of test applications with the highest overall score being placed first, next highest second, and so on down the list of candidates, and if so;
 - G. How long the list will be retained and/or effective;

- H. What the salary schedule will be and any requirements to move up in step.
- 5. The District will not be obligated to provide copies of the study/preparation materials.

Article 45 – Working out of Classification

- 1. Responsibility Compensation – An hourly employee of Central Lyon County Fire Protection District that is required to work in an acting position of a higher rank shall be paid at the hourly rate of that higher rank’s first step rate of pay. This shall be paid on an hour for hour basis, and shall be in effect whenever the Member works in the higher classification for 1 or more hours and will be paid in ¼ hour increments after the first hour.

Article 46 – Safety Staffing

- 1. For the purposes of safety, the District shall maintain a minimum of Four (4) Members on duty with at least One (1) Company Officer, Two (2) Firefighter/Paramedics on duty at all times. In the event that the Company Officer is a Paramedic, the Company Officer may count toward the minimum Paramedic requirement. Members will be required to remain on duty until their replacement arrives in order to maintain the requirement of this Article.

Article 47 – Labor and Management Committees

- 1. There shall be a Labor/Management Contract Committee:
 - A. Consisting of Two (2) Association representatives and Two (2) District representatives. The Committee shall meet on request of either party and at least once a quarter to discuss all matters of mutual concern. The Committee shall have the authority to make recommendations to the Association and the District.
 - B. If the Association representatives on the Committee are scheduled on shift on the day of the meeting, the District will provide shift coverage for them during the scheduled time of the meeting at no cost to the Association member so as not to jeopardize District coverage.
- 2. There shall be a Labor/Management Safety Committee:

- A. Consisting of Two (2) Association representatives and Two (2) District representatives. The Committee shall meet on request of either party and at least once a quarter to discuss all matters of mutual concern. The Committee shall have the authority to make recommendations to the Association and the District.
 - B. If the Association representatives on the Committee are scheduled on shift on the day of the meeting, the District will provide shift coverage for them during the scheduled time of the meeting at no cost to the Association member so as not to jeopardize District coverage.
3. There shall be a Labor/Management Insurance Committee:
- A. Consisting of Two (2) Association representatives and Two (2) District representatives. The committee will meet as needed.
 - B. If the Association representatives on the Committee are scheduled on shift on the day of the meeting, the District will provide shift coverage for them during the scheduled time of the meeting at no cost to the Association member so as not to jeopardize District coverage.

Article 48 – Use of District Equipment and Facilities

1. Inter-District Mail/E-mail/Phone Systems

- A. The District will allow limited use of the Inter-District mail system and the District's email system.
- B. All use of the District's email system is subject to the District's internet and E-mail policy, including the provision that no reasonable expectation of privacy exists for messages placed on the system, and that all messages are subject to applicable provisions under Nevada Public Records Law.
- C. The District will allow the use of its land-line phone system for local calls only and as long as they don't interfere with the normal operation of the Fire District.

2. Use of District Copiers and Computers

The District will allow the Association to use the District's copiers and/or computers for Association business under the following conditions:

- A. Association will reimburse the District for costs associated with the usage of District supplies used for Association business.
- B. All copying and computing will be done outside of public access hours.
- C. The use of the District's machines by the Association will not interfere with District business.

3. Use of Association Computers

The District will permit use of Association computers on District property after the hour of 1700. Use during normal business hours must not interfere with the daily operations of the District.

4. Use of District Facilities

The District will allow the use of its facilities for Association meetings so long as the meetings do not interfere with the normal operations of the Fire District. Use of District facilities does not offer any guarantee of the privacy of the meetings.

Article 49 – Waiver of Ambulance Fees

- 1. Members and their household will not be billed for any ambulance fees charged by the District which are not covered by insurance.
- 2. Members must provide an updated list of those people residing in their home in any time there is a change.

Article 50– Printing and Supplying Agreement

- 1. The District agrees to pay 50% of the cost of sufficient copies (in booklet form) of the Collective Agreement for distribution to all Employees and management personnel.

Article 51 – Amendments and Re-Openers

Amendments

- 1. If either the Association or the District desires to modify or change this agreement during its term, it shall serve written notice upon the other party setting forth the nature of the modifications or changes. The other party will have 15 days to review the proposed change and if it agrees, that Article or section thereof may be open to negotiations to be scheduled as soon as

reasonably possible for both parties. Any amendment, whether a proposed amendment, or an alternative to a proposed amendment, that may be mutually agreed upon, shall become part of the agreement, effective upon the agreed date. Any amendment to the contract must be made in accordance with NRS 288 and this contract. The parties agree that an opened Article may have an impact on other Articles.

Re-Openers

1. In November of 2013, the contract will be Re-Opened for the purpose of reviewing Group Insurance for calendar year 2014. In addition, each party may Re-Open any 1 other article for a total of 3 articles.
2. In November of 2014, the contract will be Re-Opened for the purpose of reviewing Group Insurance calendar year 2015.
3. In July of 2014, Article 46 will be Re-Opened for the purpose of reviewing the Company Officer being able to fill the minimum paramedic requirement.

Article 52– Habitability of Stations

1. The District shall at all times maintain the stations in a habitable condition. A station is not habitable if it substantially lacks one or more of the following:
 - A. Effective waterproofing and weather protection of roof and exterior walls and doors.
 - B. Plumbing facilities which conform to applicable code when installed and which are maintained in good working order.
 - C. A water supply approved under building code and capable of producing hot and cold running water that is potable, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable building code and maintained in good working order to the extent that the system can be controlled by the District.
 - D. Adequate heating facilities which conform to applicable building code when installed and are maintained in good working order.
 - E. Electrical lighting, outlets, wiring and electrical equipment which conformed to applicable building code when installed and are maintained in good working order.
 - F. Floors, walls, ceilings, stairways and railings maintained in good repair.

- G. Ventilating, air conditioning/swamp coolers and other facilities and appliances maintained in good repair to promote employee respiratory health.
- H. Stoves for meal preparation and dish washers maintained if they currently contain those features. Said appliances shall be maintained in good repair.
- I. The provision of kitchen appliances and cooking utensils and the prompt replacement of those items as needed.
- J. Stations shall be maintained free from noxious odors.² In the event that repairs and/or maintenance beyond that which is routine and commonly performed by Members becomes necessary, the District shall perform or otherwise arrange for the performance of such repairs and/or maintenance. The District shall perform or arrange for the performance of remodeling as needed to maintain station in good repair and in habitable condition. If the inadequate living condition is jeopardizing member safety, whether medically or physically, the Members will be moved to an acceptable station agreed upon by both the Association and the District until their primary station may be repaired.

Article 53 – Shift Trades

- 1. Represented Members may request to trade shifts in the event that it does not interfere with the operation of the Fire District.
- 2. No obligation, financial or otherwise, shall accrue to the District on account of such shift trades. Therefore, hours worked by a Member working a shift as the result of a shift trade shall be excluded from any overtime calculation. However, the regularly scheduled Member shall be compensated as if he/she had worked his/her normal schedule for the traded shift.

Article 54 – Payroll Deductions

- 1. The District's payroll agent agrees to deduct bi-weekly dues in the amount certified to be current by the Treasurer of the Association from the pay of those who individually request in writing that such deductions be made.

2. The total amount of deductions shall be remitted by the District to the Treasurer of the Association by the deposit of said deductions to the bank account of the Association, the bank to be designated by the Treasurer of the Association, as soon as reasonably possible after the end of the pay period in question.
3. This authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement; provided, however, individual Members may rescind a request that dues be deducted at any time and such written rescission will be honored by the District.

Article 55 –Polygraph Examinations

1. 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 a Member refused to submit to polygraph examination shall be confined to the fact that, "Central Lyon County Fire District does not compel Fire District personnel to submit to polygraph examinations." This article, however, does not apply to applicants in the hiring process.

Article 56 –Lawsuits Against Members

1. The District shall provide for the defense, including the defense of cross-claims and counterclaims, of any Member in an civil action brought against that Member based on any alleged act or omission relating to his employment if:
 - A. Within Fifteen (15) day after service of a copy of the summons and complaint or other legal document commencing the action, the Member submits a written request for defense to the District Chief and the Fire District's Attorney; and
 - B. The Attorney has determined that the act or omission of which the action is based appears to be within the course and scope of employment and appears to have been performed or omitted in good faith.
2. The District's Attorney shall determine as promptly as possible whether or not to tender the defense of the person submitting the request. Until the decision is made, the Attorney shall take

appropriate action to defend or otherwise protect the time of the person submitting the request to file a responsive pleading.

3. In any case in which the District's Attorney determines not to defend, he shall give written notice to the Member who requested the defense either:
 - A. Ten (10) days before the date and answer of other responsive pleading must be filed with the court; or
 - B. If the defense has been commenced, Twenty (20) days before the time an application is made with the court to withdraw as the attorney of record.
4. At any time after the District's Attorney has appeared in any civil action and commenced to defend any Member, the Attorney may apply to any court to withdraw as the attorney of record for that person based upon:
 - A. Discovery of any new material fact which was not known at the time the defense was tendered and which would have altered the decision to tender the defense;
 - B. Misrepresentation of any material fact which was material to the decision to tender the defense, if that fact would have altered the decision to tender the defense if the misrepresentation had not occurred;
 - C. Discovery of any mistake of fact which was material to the decision to tender the defense and which would have altered the decision but for the mistake;
 - D. Discovery of any fact which indicates that the act or omission on which the civil action is based was not within the course and scope of employment or was wanton or malicious;
 - E. Failure of the defendant to cooperate in good faith with the defense of the case; or
 - F. If the action has been brought in a court of competent jurisdiction of this state, failure to name the District as a party defendant, if there is sufficient evidence to establish that the civil action is clearly not based on any act or omission relating to the defendant's employment.
5. If any court grants a Motion to withdraw on any of the grounds set forth in subsection 4, the District has no duty to continue to defend any person who is the subject of the Motion to Withdraw.
6. If the District does not provide for the defense of a Member, and if it is judicially determined that the action arose out of an act or omission of that person during the performance of any duty within the course and scope of said Member's employment and that the act or omission was not

wanton or malicious, the District shall be liable to that person for reasonable expenses in carrying on its own defense, including court costs and attorney's fees.

7. The District may provide for the defense of any Member who is entitled to a defense from the District by tendering the defense to an insurer who, pursuant to a contract of insurance, is authorized to defend the action.
8. At any time after a written request for defense is submitted to the Fire District's Attorney, the Member requesting the defense may employ his own counsel to defend the action. At that time, the District is excused from any further duty to represent that Member and is not liable for any expenses in defending the action, including court costs and attorney's fees.
9. In any civil action brought against a Member in which a judgment is entered against said member based on any act or omission relating to his employment, the District shall indemnify him unless;
 - A. The Member failed to submit a timely request for defense;
 - B. The Member failed to cooperate in good faith in the defense of action;
 - C. The act or omission of the Member was not within the scope of his employment; or
 - D. The act or omission of the person was wanton or malicious.

Article 57 – Preceptor Pay

1. An hourly employee of Central Lyon County Fire Protection District that is required to work as a Paramedic Preceptor is entitled to additional compensation at a rate of 10% above their current hourly rate of pay. These assignments must exceed 4 hours in duration.
2. During the TAP process, the preceptor will be compensated at a rate of 5% above their current hourly rate of pay. These assignments must exceed 4 hours in duration.

Article 58 – Firefighter Health and Wellness

1. It is the goal of the CLCFA to promote the Health and Wellness of its members. In following the base goals of the International Association of Firefighters and the International Association of Fire Chiefs Joint Labor Management Wellness/Fitness Initiative pursuit of developing our members and improving their strength, flexibility and endurance so they may have long and

healthy careers. With this goal in mind, the Association has chosen to participate and abide by Central Lyon County Fire Districts General Order #1- Wellness Fitness Initiative.

2. Completion of the National Wildfire Coordinating Group arduous standard pack test every year between April 15th and May 31st. Appendix FHW-1. This has been a practice of the District and is written in every job description. If a member cannot successfully complete the standard within the given time frame they will be determined unfit for duty and remanded to pack test remediation.

Remediation:

- A. In the event a member fails to meet the requirements of the National Wildfire Coordinating Group arduous standard pack test of they will enter pack test remediation and be re-tested weekly by the District Chief or his designee until they are able to meet the requirements of the standard. Any costs incurred in the process of the remediation testing will be borne by the District.

*During the remediation time frame the member will be considered Unfit-for-Duty, converted to a 40 (forty) hour work week and placed on Leave.

- a. Leave will be taken in the following order: Annual Leave then Sick Leave, followed by a maximum of 12 weeks of Leave without Pay.
- B. Failure to remediate any standards prior to exhausting Annual Leave, Sick Leave and Leave without Pay Banks will result in member being determined unfit for duty and will result in dismissal from employment.
- C. Members may apply for a delay in the testing process waiver from the District Chief if he determines the member has experienced a health or physical issue that would prevent them from successfully completing the testing. The length of delay will be determined by the District Chief with testing to resume as soon as possible after the waiver timeframe has been completed.

Article 59 –Display of IAFF Logo

1. All employees who are current members of the Union shall be permitted to display an IAFF pin no larger than 1” on their class A and B uniform. If worn, Pin shall be worn on the left lapel of the class A jacket, and centered two (2) inches on center above the employee’s name tag on class A or B shirt.

Central Lyon County Firefighters Association

President – Ryan McIntosh

Date

Vice President – Ryan Johnson

Date

Secretary/Treasurer – Elizabeth Peto

Date