

5111
Day Room

Collective Bargaining Agreement

Between the:

North Lyon Firefighters Association

IAFF Local 4547

&

North Lyon County Fire Protection
District

July 1, 2013 to June 30, 2015



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ARTICLE 1.

PREAMBLE

A. This Agreement is made and entered into at Fernley, Nevada, pursuant to the provisions of the Nevada Revised Statutes (NRS) Chapter 288, by and between the North Lyon County Fire Protection District, hereinafter referred to as the DISTRICT, and the North Lyon Fire Fighters Association, IAFF Local 4547, hereinafter referred to as the UNION.

B. It is the purpose of this Agreement to achieve and maintain harmonious relations between the DISTRICT and the UNION, to provide for equitable and peaceful adjustments of differences which may arise, and to provide proper standards of wages, hours, and other conditions of employment.

ARTICLE 2.

RECOGNITION

- A.** The DISTRICT hereby recognizes the union as the exclusive bargaining agent for all full time non-supervisory, supervisory and emergency support services EMPLOYEES engaged in fire prevention, suppression, and fire equipment/apparatus repair and maintenance in the North Lyon County Fire Protection District.
- B.** The DISTRICT hereby recognizes the union as the exclusive bargaining agent for all full time non-supervisory, supervisory, and emergency support services EMPLOYEES employed by the North Lyon County Fire Protection District to provide emergency medical services.
- C.** In the event of any new position(s) being established, during the term of this agreement, by the DISTRICT, not listed above, and recognizing that that position comprises a community of interest; the position shall be included within the bargaining unit and represented within this agreement. The DISTRICT reserves the right to establish new classifications which may fall within the scope of this Agreement, including requirements and wage rates. Any wage rates for new classifications will become subject to bargaining upon expiration of this Agreement. The DISTRICT shall notify the Union President of all changes to the job classifications covered by this Agreement.
- D.** Excluded from this agreement are administrative and clerical employees.

ARTICLE 3.

MANAGEMENT RIGHTS

A. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

1. The right to hire, direct, assign, or transfer an employee, but excluding the right to assign or transfer as a form of discipline.
2. 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.
3. The right to determine:
 - (a) Appropriate staffing levels and work performance standards except for safety considerations;
 - (b) The content of the workday, including without limitation workload factors, except for safety considerations;
 - (c) The quality and quantity of services to be offered to the public; and
 - (d) The means and methods of offering those services.

B. 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 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.

C. The DISTRICT shall have the ultimate right and responsibility of 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.

D. 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 4.

SALARIES

A. All employees will be paid on each bi-weekly Friday, with salary computed through the preceding Friday (pay periods run from Saturday through Friday). The amount of pay will be one-twenty-sixth (1/26) of regular annual salary regardless of the number of hours on duty for that period, provided that the employee is on duty as scheduled or on authorized paid absence.

B. FLSA overtime shall be computed bi-weekly and paid during each pay period.

C. Employees shall be paid based on the following step schedule effective July 1, 2011

Firefighter EMT-I	Firefighter Paramedic
Year 1 - \$13.87/hr	\$15.26/hr
Year 2 - \$14.73/hr	\$16.20/hr
Year 3 - \$15.87/hr	\$17.45/hr
Year 4 - \$17.09/hr	\$18.80/hr
Year 5 - \$18.41/hr	\$20.25/hr

The employee's base hourly rate is determined by dividing the above annual amounts by 2,912 for 56 hour employees.

D. Acting position pay

1. Employee's working in an acting classification shall earn 5% acting pay above the employee's current salary rate. Acting pay shall apply to the employee's PERS as long as the employee is serving in the acting position.

ARTICLE 5.

HOURS OF WORK

A. 56-Hour Personnel:

1. The DISTRICT shall implement the 48/96 work schedule on or about July 11, 2009 and evaluate the merits of such work schedule. The trial period shall be for one year. During this trial period, the regular work day and work week for line employees shall consist of three (3) shifts "A", "B", "C", on duty from 8:00 a.m. to 8:00 a.m., with each shift alternating on a schedule of:

Forty eight (48) consecutive hours on duty.

Ninety six (96) consecutive hours off duty.

2. On an annual average, a fifty six (56) hour week, regardless of the actual number of hours worked or on paid leave during any biweekly pay period. Any changes in the number of hours in the regular work week or work day shall be subject to negotiations. Any changes in the work schedule shall be negotiated with the UNION prior to implementing the changes.
3. The normal work day schedule for line employees is 0800 hours-1700 hours within which the EMPLOYEE will be allotted one (1) hour for lunch and two (2) fifteen (15) minute breaks; during these times EMPLOYEES shall respond to all incidents. Also, during the normal work day, a physical fitness period of one hour will be allowed. Bargaining unit employees are paid hour for hour while on duty within the District as well as any additional work hours assigned voluntarily or involuntarily. Thus, bargaining unit members are subject to work assignments authorized by or assigned by District Officers after 1700 hours when necessary.
4. Light duty assignments may require that shift personnel be reassigned to a forty (40) hour work week. Light duty is provided for in the event that the shift employee cannot serve in their full capacity as a responding firefighter, due to on duty injuries/illness. Light Duty for off duty illness/injury will be considered on a case by case basis at the discretion of the Fire Chief.

ARTICLE 6.

MISCELLANEOUS PROVISIONS

- A. The district agrees to maintain the following for the duration of this Agreement:
1. The use of all public utilities in all fire stations.
 2. The right to work on personal projects and use station facilities after normal working hours is allowed, but may be subject to approval of a DISTRICT chief officer.
 3. The provision of release time at no loss of pay for voting privileges in any state, national or local election will be recognized. Each employee shall endeavor to make every effort to vote prior to the beginning of the shift.
 4. The DISTRICT shall provide all employees a copy of the Agreement presently in effect. The DISTRICT and the UNION agree to share equally the cost of printing and reproduction of this Agreement.

ARTICLE 7.

OVERTIME COMPENSATION

A. Employees may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours.

1. Line Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the base rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.
2. Overtime will be earned in increments to the nearest one-half (1/2) hour.

B. An employee may take compensatory time off in lieu of cash. Compensatory time at the premium rate will be granted in lieu of overtime pay; this shall not be a pre-condition to overtime opportunities. The employee will notify the employer before the end of the pay period if he/she wishes compensatory time. The maximum amount of compensatory time that may be accumulated is 144 hours. An employee shall be compensated for compensatory time earned, upon request. The employee shall notify the employer at the end of the pay period the amount of compensatory hours he/she wishes to be compensated for. Payment for compensatory time shall be included in the employee's payroll check for the pay period during which the compensatory time is normally paid (current practice). Compensatory time shall be paid at the employee's current rate of pay.

1. No more than one (1) firefighter shall be scheduled off at any one time for vacation, compensatory time off and reasonably scheduled sick leave and/or military leave except as approved by the Fire Chief.

C. Overtime will be added to the payroll check for the pay period during which the overtime is normally paid (current practice). If time is lost during the regular work week for unexcused absence, then overtime pay shall not prevail until the overtime hours worked exceed the unexcused absence hours. It is understood that nothing in this Article shall require payment for overtime hours not worked. All overtime must have previous authorization of the Fire Chief if compensation therefore is to be affected.

1. When bargaining unit members utilize sick leave within the same pay period they have an overtime shift, the additional shift or hours will not be paid at overtime rate until the employees physical presence at the work place equals the time off for sick leave. In this case, the additional hours of work will be paid at the employee's straight time rate until the hours present at work equal the hours absent due to sick leave.

- a. This clause will be enforceable when certain suspicious situations occur:
 - When an employee calls in sick for a regular day and shows up the next day for an overtime shift.
 - An employee calls in sick for a mandatory department function and shows up the next day for an overtime shift.

- An employee calls in sick on a holiday and works or is scheduled to work an overtime shift the following day.

D. Line employees required to remain on duty beyond their regular shift for emergencies shall be compensated at a rate of one and one half (1-1/2) times the employee's base rate of pay for such overtime hours worked; and eight hour employees shall be compensated at a rate of one and one-half (1-1/2) times the employee's base rate of pay for such overtime hours worked.

E. When bargaining unit members are assigned on emergency assignments out of District through assignments given by NDEM, employees will be compensated at 2.0 times their regular straight time rate of pay for a maximum of 16 hours per day while on assignment; except for the first and last travel days in which employees will be paid for hours worked only, at 2.0 times the employees regular straight time rate of pay for those days worked in excess of the employees regular scheduled days.

F. The provisions of this Article shall be applied in a manner consistent with the Fair Labor Standards Act (FLSA). In the event of any conflict or inconsistency between this Article and the FLSA, the provisions of FLSA shall prevail as a minimum.

ARTICLE 8.

CALL BACK

A. Any employee who is called back by his/her supervisor to work during hours outside his/her regularly scheduled straight time hours, which hours will not abut his/her regularly scheduled shift hours, will receive a minimum of two (2) hours pay at the applicable hourly rate.

B. Call back for line employees will be compensated for at the rate of one and one-half (1-1/2) times the base rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Call back shall not be construed as overtime for purposes of retirement contributions. Call back shall be compensated as defined in current Nevada PERS regulations.

C. Line Employees called back for emergencies shall be compensated at a rate of one and one half (1.5) times the employee's base rate of pay for such call back hours worked; and eight hour employees shall be compensated at a rate of one and one-half (1-1/2) times the employee's base rate of pay for such call back hours worked.

D. The provisions of this Article shall be applied in a manner consistent with the Fair Labor Standards Act (FLSA). In the event of any conflict or inconsistency between this Article and the FLSA, the provisions of FLSA shall apply as a minimum.

ARTICLE 9.

VACATION

A. Line Employees will be granted vacation benefits as follows:

Vacation Earning Rate	
<u>Years of Continuous Service</u>	<u>Monthly Pay Period</u>
Less than 5 years	12.133 hours per month or 6.066 hours per pay period
More than 5 years	19.5 hours per month or 9.75 hours per pay period

Vacation credits shall be accrued for each pay period the employee is in full pay status a major portion (eight days or more) of his regularly scheduled bi-weekly hours.

B. Hours of vacation may be accumulated, provided that no employee may accumulate earned vacation in excess of the number of vacation hours allowed for twenty-four (24) months in the service of the DISTRICT, and not more than this number of vacation hours may be taken within any calendar year, subject to staffing requirements. Employees carrying the maximum allowable vacation hours may request pay in lieu of vacation for up to 6 months of accrued vacation to be paid at the employee's regular straight time hourly rate so long as the employee maintains a minimum balance of 240 hours of vacation after the pay back. Vacation hours carried in excess of the maximum allowable may be lost unless an exception is made by the Fire Chief.

1. No more than one (1) firefighter shall be scheduled off at any one time for vacation, compensatory time off and reasonably scheduled sick and/or military leave.

C. EMPLOYEES voluntarily separated from the DISTRICT shall lose all rights for computing prior service upon re-employment by the DISTRICT.

D. Vacation benefits shall not accrue to EMPLOYEES classified as seasonal, temporary or part-time nor shall employment in any of these classifications be allowed as credit in computing earned vacation for an individual who subsequently becomes a full-time employee.

E. Upon termination of employment, each employee shall be compensated at his regular hourly rate for his total vacation hours accrued.

F. The Fire Chief shall establish a list showing seniority within the Fire Department to be used for vacation scheduling. The most senior employee within the department shall have first choice of vacation. The list shall be brought up to date annually and posted on each Fire Station bulletin board.

ARTICLE 10.

SICK LEAVE

A. Sick leave hours shall accrue for each pay period the employee is in full pay status for a majority of the EMPLOYEE'S regularly scheduled bi-weekly hours. Line EMPLOYEES covered by this Agreement working 56 hours per week shall earn 12.133 hours of sick leave per month. EMPLOYEES working 40 hours per week full time shall earn 9 (nine) hours of sick leave per month.

B. Sick leave may be granted when the employee is incapacitated due to illness, injury, pregnancy, childbirth, or adoption. Sick leave may also be granted when the employee is quarantined, receiving required medical or dental services or examinations, or upon injury or illness of the EMPLOYEE'S spouse, children, parents, or other legal dependent, or in the event of the death of the EMPLOYEE'S spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependent, and the employee must notify the immediate supervisor prior to taking such leave. If an employee does not have adequate accrued sick leave time, the employee may be granted the use of other accrued leave time if any, in lieu thereof. If the EMPLOYEE using sick leave has exhausted all hours in lieu of ie. Vacation and Compensatory time that EMPLOYEE may be granted Vacation, Compensatory, or Sick Leave Hours from another member as a donation which is not required to be repaid. The minimum number of hours that may be donated is eight (8) hours. An EMPLOYEE may not donate sick leave hours if his/her sick leave balance is less than 240 hours after the donation is made. In no case, however, will sick leave time be used or granted as vacation time.

C. Sick leave shall be charged on the basis of actual time used to the nearest one half (1/2) hour. Sick leave taken during a bi-weekly period shall be charged before sick leave earned that pay period is credited.

1. For 40 hour employees, holidays occurring during sick leave periods shall not be counted as sick leave time.

D. An employee requesting sick leave may be required to provide the Fire Chief with evidence acceptable to the Fire Chief to substantiate the request if required beyond a total of 48 hours.

E. **Sick Leave Buyout** – All full time paid members shall be entitled to buy out sick leave above the Minimum Cap in the form of an annual 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 into the Employees deferred compensation account (i.e. Health Savings Plan, or Health Savings Account, Hartford Deferred Compensation Account or an equivalent approved plan of or by the District). The DISTRICT shall transfer eligible funds into the EMPLOYEE's deferred compensation account as of the 2nd day in December.

F. Minimum Caps - Employees cannot buy out sick leave hours below the established minimum cap:

56 hour Employees – 1040 hours of sick leave

40 hour Employees – 745 hours of sick leave

G. 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 – 146 hours maximum

40 hour Employees – 104 hours maximum

ARTICLE 11.

VACANCIES AND PROMOTIONS

1. The DISTRICT shall have the right to decide if any vacancy shall be filled or promotion made in accordance with Article 3 Management Rights. The DISTRICT will promote from within so long as there is an adequate number of qualified candidates (i.e. 3 candidates for each vacancy). If an employee has been in the top 3 candidates and not selected for three (3) consecutive promotions, they shall be removed from the promotion list and provided in writing with the reasons why they were bypassed to afford them an opportunity to improve their competitiveness for selection.
2. For those employees represented by this CBA that promote to management positions (i.e. Division Chief, Fire Chief) who are unable to be confirmed in to the new classification because he is unable to demonstrate the ability to perform his job or lacks the ability to progress, then he shall be returned to his former job classification and rate of pay. If another EMPLOYEE has filled this job classification, then that EMPLOYEE shall also be returned to his former job classification and rate of pay, and so on. There shall not be any gain in any benefits if this occurs.
3. The DISTRICT encourages all qualified existing EMPLOYEES to apply for promotional positions. EMPLOYEES eligible for promotional examinations shall be given appropriate time off to take the examination and return to duty. Such time off shall not result in any loss of pay.
4. The DISTRICT agrees to consider any suggestions made by the UNION regarding subject matter for promotional exams.
5. Any EMPLOYEE who is promoted shall be guaranteed no loss of base pay.
6. Any EMPLOYEE who believes he has been wronged in the promotional process by the DISTRICT in an arbitrary, capricious, or discriminatory manner, may, within ten (10) workdays, utilize the grievance procedure outlined in Article 32 starting at Step 1. If agreeable to both parties, expedited arbitration, if needed, may be used for grievances filed regarding this paragraph.
7. A promotion made hereunder is not final until any resulting grievances have been resolved.

ARTICLE 12.

ESTABLISHMENT OF NEW CLASSIFICATIONS

The DISTRICT reserves the right to establish new classifications which may fall within the scope of this Agreement, including requirements and wage rates. Wage rates for new classifications will become subjects of bargaining upon expiration of this Agreement. The DISTRICT shall notify the UNION President of all changes to the job classifications covered by this Agreement.

ARTICLE 13.

SENIORITY LIST

1. The Fire Chief shall establish a list showing seniority within the Fire Department, starting at date and time of hire. It shall be brought up to date annually and posted on each Fire Station bulletin board. Seniority shall be based on total full-time continuous service within the Fire District, except as otherwise provided in this agreement.
2. The following shall constitute loss of seniority for the purposes of this Article.
 - A. Termination of Employment (voluntary or non-voluntary).
 - B. Retirement, and
 - C. Time off due to a lay-off of longer than two (2) years (for the purposes of this article, seniority due to a lay-off of two years or less shall be added upon return to full duty status).

ARTICLE 14.

NON-DISCRIMINATION

It is a prohibited practice for a local government employer or its designated representatives, willfully, to discriminate because of race, color, religion, sex, age, disability, national origin or because of political or personal reasons.

Any complaint alleging a violation of this Article shall be submitted to the appropriate administrative agency(ies) having responsibility for enforcing State and Federal laws governing non-discrimination in employment and shall not be subject to the Grievance Procedure, Article 32.

ARTICLE 15.

JOINT LABOR MANAGEMENT SAFETY COMMITTEE

A. In order to address the mutual concerns of the parties on safety matters, the UNION and DISTRICT agree to form a Joint Labor-Management Safety Committee. The Committee is an important link in the North Lyon County Fire Protection District's Occupational Safety and Health Program. It provides a vital connection in the "top-down, bottom-up" approach to developing and maintaining a safe working environment. The Committee is hereby empowered and responsible for providing the following support:

1. Drafting new and revised safety policies and procedures.
2. Consider the concerns of and formally recommend corrective action toward personnel safety inquiries.
3. Evaluate the root cause of accidents or injuries, based upon completed reports and investigations and propose formal conclusions and corrective actions.
4. To follow National Fire Protection Association (NFPA) 1500.

B. COMPOSITION: The Committee shall be composed of four [4] appointed members. The DISTRICT Fire Chief or his/her Designee shall appoint two [2] members plus one alternate. The UNION President shall appoint two [2] members, plus one alternate. There will be a first meeting of the Committee to establish the rotation procedure for the chairman.

C. VOTING: The appointed members shall be considered the voting body. In the event of a tie it shall be considered a majority and forwarded to the Fire Chief for review. While consensus should be the primary goal of the Committee, final decisions on the recommendations to the Fire Chief shall be reached when a simple majority votes for or against is cast.

D. MEETING: The Committee shall meet at least semi-annually and as needed to effectively conduct the business at hand. Agendas for each meeting shall be given to the Chairperson no later than one (1) week prior to the meeting.

E. PARTICIPATION: Members and authorized participants for the Committee shall be considered as performing the normal work duties and responsibilities for their positions when on Committee business. Reasonable accommodation of work schedules shall be made by supervisors for Committee members to attend regularly scheduled meetings and complete Committee assignments as long as it does not have an adverse impact upon station operations, safety or service to the public. When asked to attend meetings off duty members and authorized participants shall be compensated.

F. The committee will meet whenever a member notifies the chairman of the existence of a safety hazard. There will be a first meeting of the committee to establish the rotation procedure for the chairman.

G. If a majority of the committee certifies to the Fire Chief the existence of a safety or health hazard and a majority certifies that adequate action has not been instituted by the Fire Chief, in a timely manner, within 120 days, thereafter; they may report the hazard to OSHA. Any individual retains the right to contact OSHA for potential violations at his/her own discretion per state law.

H. Protective clothing and personal safety equipment required by the DISTRICT for EMPLOYEES in the performance of their duties shall be furnished by the DISTRICT without cost to the EMPLOYEE pursuant to the following:

1. Protective clothing shall be defined to include but not limited to the following protective garments, as well as any other items of protective clothing and personal safety equipment which may subsequently be required by the DISTRICT, by state or federal law, Personnel Manual and/or other items mutually agreed to by the parties:

- (a) Properly fitted wildland fire clothing
- (b) Properly fitted structural fire protective coat with liner and vapor barrier and pants with liner and vapor barrier
- (c) Structural firefighting boots
- (d) Structural and wild land fire helmets
- (e) Goggles, and clear safety glasses
- (f) Individual SCBA Mask
- (g) Neck shroud
- (h) Gloves
- (i) Suspenders, as appropriate
- (j) Blood borne Pathogen contamination kits
- (k) Wildland fire boots (leather) (up to \$200.00 cap meeting NFPA spec's.)
- (k) **Employee must provide a receipt to the department showing the purchase price of the wildland boots meeting NFPA spec's.
- (l) Approved mouth to mask device
- (m) Flashlight and battery
- (n) Wildland Hot Shield.
- (o) Web gear with shelter, canteens, hose clamp, radio harness, and day-pack

*Protective clothing for purposes of purchase and replacement shall not include clothing or uniforms as addressed in Article 24 (Uniform Allowance).

2. EMPLOYEES shall be responsible for routine cleaning and maintenance of issued equipment. EMPLOYEES shall promptly report to the District, when any equipment is damaged, defective

and in need of repair and/or replacement. The DISTRICT will promptly repair and/or replace such protective clothing damaged or destroyed as a result of wear and tear in the line of duty.

I. The District has implemented a health and wellness program through Specialty Health as of 2013 that is conducted at no cost to the District or employees through our POOL/PACT membership. This program shall be mandatory for ALL bargaining unit members to participate in. Participation in this program guarantees the members heart and lung bill presumptions by law.

J. The Employer and represented Employees shall comply with all laws, including Nevada OSHA, regulations, and ordinances relating to the Fire Department.

K. Recognizing issues of safety related to the fire department, all personnel working on the line shall meet the same standards, including but not limited to NFPA, ANSI, NRS and NAC.

ARTICLE 16.

SAFETY TRAINING

The DISTRICT agrees to provide training for EMPLOYEES on the safety aspects of fire suppression and on the use and maintenance of protective equipment, protective clothing, respiratory equipment and/or apparatus and any other protective devices that are required or selected for use by the DISTRICT at no cost to the EMPLOYEE.

ARTICLE 17.

TRAINING COURSES & SEMINARS

A. EMPLOYEES will not be denied leave or charged Annual Leave to attend seminars and training programs pursuant to the following:

The seminar or training program must be approved seven (7) days in advance by the Fire Chief or his designee. If the training request is submitted less than seven (7) days in advance, the Fire Chief or his designee has the authority to approve the leave for the requested training.

If there are no staffing conflicts as defined in the other Articles of this Agreement, then at no time can leave for education attendance be denied for classes that are EMS related, including, but not limited to, the following: EMT or EMS classes offered by REMSA that count toward Nevada State EMS and/or National Registry CEUs, any and all AHA courses, *refresher* classes offered at or by any Fire and/or EMS Department or Agency in Nevada, or any other EMS class that results in a certification or license being issued at the end of the class that is recognized by the State of Nevada State Health Division and/or the EMS Office there within.

The DISTRICT agrees to pay for classes for each EMPLOYEE that count towards National Registry and/or Nevada State EMS Registry recertification, including, but not limited to, *refresher* courses offered by other Fire Agencies or EMS-based agencies such as REMSA. The following courses meet department approval: CPR, ACLS, PALS, AMLS, ITLS, ATLS, PEPP, or PHTLS, or any other type of course as outlined by National Registry regarding classes that count towards fulfilling the recertification requirements with approval of the department.

Employees will not have their Annual Leave diminished for attending any of the aforementioned classes if they are scheduled to be on shift. The Employees agree to make every effort to avoid taking these classes while on shift, whenever possible.

B. The training program must be directly related to improving the EMPLOYEES' proficiency in performing the assigned duties of their current position with the North Lyon County Fire Protection District or otherwise directly related to the EMPLOYEES' career advancement within the North Lyon County Fire Protection District.

C. The EMPLOYEE shall, prior to enrollment in any seminar or training program for which reimbursement is sought, provide information to the Fire Chief or his designee. The information shall include location of course, seminar or training program, dates, total costs, sponsor and content of the educational course or seminar, together with reasonable information as may be required by the Fire Chief.

- 1) Only full-time EMPLOYEES, who have completed their initial probation with the Fire District, shall be eligible for reimbursement.

2) Reimbursable expenses shall include the following; any fees for seminars or training programs, reasonable costs for required course materials, lodging, meals, and transportation, pursuant to travel per diem rates as established by Lyon County's travel policy. The EMPLOYEE shall pay all of the above costs in advance. Upon completion of the seminar or training program, the EMPLOYEE shall submit proof of satisfactory completion of the seminar or training or other evidence of attendance and detailed receipts of all costs incurred. Upon approval of the Fire Chief, the EMPLOYEE may be reimbursed for costs up to two thousand dollars [\$2000.00] per fiscal year unless otherwise approved at the discretion of the Fire Chief if the financial position of the District can support the request submitted.

3) Costs for classes or training that are required to maintain an EMPLOYEE'S current job classification will be covered by the DISTRICT.

D. New hire employee(s) hiring and training standards will be addressed in the Districts policy for hiring and training standards as jointly collaborated between Labor and Management of the District.

E. EMT-Intermediate and Paramedic training/recertification training will be offered on duty annually at a minimum. If it becomes necessary to require employees to take the training off duty, then those employees will be paid at the applicable overtime rate in accordance with provisions of Article 7 (Overtime) for any overtime hours spent in training. The DISTRICT will continue to offer all EMS training to employees while on duty.

ARTICLE 18.

REIMBURSEMENT FOR MILEAGE

In the event an EMPLOYEE is required by the Fire Chief or his designated representative to use a personal vehicle for the conduct of DISTRICT business, the EMPLOYEE shall be reimbursed for each mile traveled at the current rate established by Lyon County.

ARTICLE 19.

LABOR MANAGEMENT COOPERATION

A. The Fire Chief agrees to meet with labor representatives once monthly, or as needed, by mutual consent of the parties, for the purpose of maintaining effective and open communications and/or to discuss problems and objectives of mutual concern. **These meetings would be at no cost the District in regards to Overtime compensation.**

1. The purpose of the labor/management process is to make the North Lyon County Fire Department more effective as an organization. The focus of our efforts is the total commitment to the quality of our services - internally and externally. The labor/management process assists in planning policy and procedures as well as resolving a variety of challenges/issues that arise.
2. The Fire Chief (or designee) and the Local 4547 Union President (or designee) chair the Correlating Team and are committed to requiring compliance with agreements made through "the process" and participation in "the process".
3. Management and labor leadership commit to participate in planning and development (not co-manage). In doing so, management shares authority and Labor shares responsibility or the process will not work.
4. There is equal representation in the labor/management process, but outside of that process we carry out our own roles within the structure of our Department. We are Firefighters, Engineers, Captains, ALS, BLS, Chiefs, Specialists and other roles in specific positions.
5. Labor and Management must continually work on the issue of trust, respect and credibility in the "process." In turn, these values foster trust, respect and credibility among the "participants" individually.
6. It is okay to agree to disagree on certain issues, when this occurs go ahead and process areas of agreement. If we disagree, yet management proceeds with their plan, it shouldn't be represented as a labor/management agreement. When we make a "deal," follow through. If we can't, then get back together and change the deal.
7. Meet and communicate regularly, deal with each other directly, and take care of problems when they are small. Call first and talk to each other before you make a big deal out of a conflict.
8. Always work on the relationship as well as the issues. Don't sacrifice a relationship for an outcome. The most important strength we have for the future is the relationship that we have with each other.
9. It should not be a secret how the individual participants really feel about the labor/management process.
10. Represent the labor/management process for what it really is - it is not in place to take advantage of either group or to abuse the process. Understand that conflict will occur and use the process to change the process.
11. The Fire Chief has the final decision-making capability for management decisions.
12. The Union President has the final decision-making capability for labor decisions.

ARTICLE 20.

MINIMUM CONSTANT SAFETY STAFFING

A. The intent of **this** Article is to address the mutual concerns of the parties pertaining to EMPLOYEES safety, with regard to staffing in the event that O.S.H.A. or any other adjudicating authority, as recognized in Article 49 (Savings Clause), determines that this article or any provision thereof, fails to comply with its determination, then said article or any provision thereof shall be subject to the provisions of Article 49 (Savings Clause).

B. The DISTRICT and the UNION recognized the extreme hazards of the firefighting profession and therefore agree that the minimum number of firefighters on duty ready to respond shall not fall below the number of firefighters normally assigned to that shift (currently two (2) at each station, for a total of four (4) daily). This minimum will include two (2) ALS providers per shift. This minimum will also include one (1) Company Officer per shift. Company Officer Paramedic may fill one of the ALS minimum staffing positions.

C. It is understood that the above minimum staffing numbers will be maintained consistent with the following criteria:

1. The DISTRICT shall use Chief Officers and/or Reserves to meet the minimum staffing requirements as needed. Those non-line personnel working shift work shall meet the following minimum qualifications:
 - a. Satisfactory completion of Firefighters physical as required by NRS;
 - b. Any requirements required by the State and Federal government and/or Fire Chief;
2. It is understood by the parties that the use of Chief Officers and/or Reserves is at the request of the DISTRICT, to assist with current budgetary constraints. In compliance with the DISTRICT's concerns, the UNION agrees that the Fire Chief and/or his designee may utilize Chief Officers and/or Reserves prior to the use of bargaining unit members to fill the minimum staffing requirements.

A. If no Qualified Chief Officers and/or Reserves are available to work, the DISTRICT shall then use bargaining unit members to fill minimum staffing requirements. The DISTRICT shall keep a list of bargaining unit members who wish to work overtime shifts. The EMPLOYEE at the top of the list will be given first choice to work voluntary overtime. In the event that the EMPLOYEE either declines to work, or is unreachable by telephone, the next EMPLOYEE on the list will be given the choice to work. After working overtime or declining overtime the EMPLOYEE will be moved to the bottom of the list.

4. In the event the staffing falls below the minimum level and off-duty bargaining unit members are not available for overtime and/or Callback, mandatory holdover shall occur in order to comply with minimum staffing requirements.

D. For the purpose of an out of DISTRICT assignment, for which a fire number is already assigned, the minimum staffing shall be one (1) fulltime paid personnel per Fire Engine and/or Tender.

E. After exhausting all means of recall during an emergency situation, the DISTRICT reserves the right to staff apparatus by any means necessary for the public safety needs of the community.

ARTICLE 21.

RELIEF AT INCIDENT

It is the intent and desire of the DISTRICT and the UNION to avoid accidents and injuries on the emergency scene. When an emergency incident requires the provisions of proper relief personnel, facilities, and/or equipment (i.e. food, sanitation and shelter), the DISTRICT shall make reasonable efforts to facilitate a safe and effective environment for those EMPLOYEES involved.

ARTICLE 22.

WORK RULES

A. The DISTRICT may adopt rules and regulations and issue directives and bulletins, consistent with the Nevada Revised Statutes and this Agreement. In addition to any other legal requirements (including NRS 288), no rule, regulation, nor amendment or cancellation thereof shall become effective until notice thereof has been posted in each fire station for a period of seven (7) working days.

1. Exception: Rules, regulations and directives specific to safety issues pertaining to personnel and/or the public will be effective immediately upon posting with an electronic mail of the rule, regulation or directive being sent to each member of the department.

B. The parties agree that manuals of all current directives, bulletins, policy procedures, operational notices, memos and other materials relating to the DISTRICT'S operational policies and administration policies shall be issued in a manner of proper index, consecutive number and date of issue. Said manuals shall be updated no less frequently than annually. The DISTRICT shall provide copies of the above mentioned manuals to each fire station and one copy to the UNION.

ARTICLE 23.

UNION BUSINESS

- A.** One (1) member of the Union Grievance Committee, one (1) aggrieved employee and any witness shall be granted leave from duty with full pay for all meetings between the EMPLOYER and the UNION for the purpose of processing grievances when such meetings take place at the time when such members are scheduled to be on duty.
- B.** The Executive Board members of the UNION may take off time to conduct UNION business, for purposes other than grievances. The time off shall be taken on Union Stand-by Time. The President and/or Vice President shall notify the EMPLOYER in writing the name of the UNION Officer that will be off, the date/s and hours or approximate hours that he/she will be off and the name of the member that will stand-by during that time. Union Stand-by Time is not a shift trade and is not required to be paid back in Exchange of Times. **No obligation, financial or otherwise, shall accrue to the DISTRICT on account of such Union Stand-by Time.**
- C.** Subject to scheduling conflicts, the EMPLOYER agrees to allow the UNION to use EMPLOYER property for local UNION meetings at the Fire Chiefs discretion.
- D.** The time off referred to in this article is considered regularly accrued vacation time of the UNION member requesting time off. All rules and guidelines in regards to vacation time use defined in Article 9 of this contract shall be adhered to by both the member and the District.

ARTICLE 24.

UNIFORM ALLOWANCE

- A.** The DISTRICT shall provide each EMPLOYEE with the initial set of required uniforms, thereafter the DISTRICT shall pay an annual uniform allowance of \$500.00 per EMPLOYEE. Any changes to the DISTRICT uniform policy or changes to uniform requirements directed by the DISTRICT will require the parties to meet and confer prior to implementation of the changes. Any changes may increase monies due to affected EMPLOYEE(S). The DISTRICT shall also provide the initial set of any uniform items due to changes in the uniform policy or changes in the uniform requirements. This uniform allowance is all inclusive of uniforms, professional cleaning or personally desired and approved safety equipment.
- B.** The District will be responsible for providing purchase vouchers for employees to purchase approved Uniform items up to the annual allowance per calendar year at approved local vendors. The DISTRICT shall also provide the initial set of any uniform items due to changes in the uniform policy or changes in the uniform requirements.
1. Unused portions of an employee's uniform allowance in a 12 month period may be carried over to the next year. If an employee has an unused portion of their uniform allowance after 24 months, the employee may cash out up to \$250.00 of unused uniform allowance. The employee will not be able to take a uniform allowance cashout for another 24 months.
- C.** A new EMPLOYEE who fails to pass probation shall turn in all equipment and uniforms issued or purchased through the provisions of this Article. Original purchase uniforms/equipment lost or damaged shall be reimbursed to the DISTRICT by the departing EMPLOYEE. The DISTRICT may require probationary EMPLOYEES to sign an agreement that allows the DISTRICT to deduct the costs of unreturned equipment or uniforms from a separating EMPLOYEE'S check or provide other relief. The DISTRICT is solely responsible for this program including it's creation and implementation.
- D.** The uniforms, turnouts and safety equipment will conform to all current safety standards such as, but not limited to NFPA, OSHA, NIOSH, and ANSI etc.
- E.** All uniforms shall be maintained in presentable condition. Faded, worn or damaged clothing is not acceptable.

ARTICLE 25.

JURY DUTY

A. Any EMPLOYEE receiving notice of jury duty and/or summons to appear as a witness shall submit a copy of the notice to his/her supervisor promptly and shall work as much of his/her regularly scheduled shift as such jury duty permits.

B. EMPLOYEES appearing for jury duty while on duty, shall receive their regular pay for the period of absence caused by jury duty and will remit jury duty checks (less their expenses for jury duty) to the DISTRICT.

C. If an EMPLOYEE appears as a witness, provides deposed testimony or participates in witness preparation for the DISTRICT as a result of his/her employment, the EMPLOYEE shall be paid at the overtime rate for such time, if the EMPLOYEE is off on the day of the appearance, and will receive a minimum of two (2) hours pay.

ARTICLE 26.

ON-THE-JOB INJURY

A. In the event an EMPLOYEE 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 EMPLOYER shall pay that EMPLOYEE the difference between awarded Temporary Total Disability (TTD) or Temporary Partial Disability (TPD) payments and the EMPLOYEE'S regular, base rate of pay for his/her current position, calculated at an average of 112 hours per pay period. An EMPLOYEE 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 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 EMPLOYEE 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 EMPLOYEE'S group medical insurance coverage. The EMPLOYEE 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 EMPLOYEE an amount equal to the TTD/TPD payment and the supplemental compensation.

1. The DISTRICT recognizes that an EMPLOYEE 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.
2. EMPLOYEES performing temporary alternative duties in the Fire District may work an altered schedule, dependent upon their medical restrictions and the alternative duty assignment. EMPLOYEES 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. EMPLOYEES 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 EMPLOYEE'S group medical insurance.

B. If the EMPLOYEE exhausts all of his/her accrued sick, vacation and/or comp time, the EMPLOYEE may apply for, or be placed on, a medical leave of absence without pay for up to the maximum period specified under Article 50.A, section 3, a.

C. EMPLOYEES with an on-the-job injury which has been accepted by the DISTRICT'S Workers Compensation carrier, that are found ineligible for TTD/ TPD by the Worker's Compensation carrier or a hearing/appeal agency, are ineligible for supplemental compensation. These EMPLOYEES may apply for paid or unpaid sick or medical leave as specified under the provisions of Article 10 (Sick Leave) or Article 50 (Leave of Absence). If all paid and/or approved unpaid leave has been exhausted, the EMPLOYEE shall immediately file all necessary paperwork to initiate the retirement process. If applicable, alternative duties in the Fire

Department may apply. The EMPLOYEE, DISTRICT and UNION shall work to expedite the retirement process.

D. Should an EMPLOYEE be rated by the Worker's Compensation carrier with a permanent partial disability or a permanent total disability that leaves the EMPLOYEE unable to perform the entire essential functions of his/her current position, the EMPLOYEE shall immediately file all necessary paperwork to initiate the retirement process. The EMPLOYEE, DISTRICT and UNION shall work to expedite the retirement process.

ARTICLE 27.

MILITARY LEAVE

Any EMPLOYEE who is an active member of the Nevada National Guard, or any reserve component of the United States Armed Forces, shall be relieved from his/her duties, upon request, to serve under orders on training duty without loss of pay or accrued time for a period not to exceed three (3) calendar weeks (8 shifts/ 192 hours) in any one fiscal year, and as provided by State and Federal laws without loss of seniority.

In the event of military activation by either the Governor of the State of Nevada or the President of the United States for any period of time, the EMPLOYEE shall be allowed to resume his/her normal duties without a loss of classification or seniority.

ARTICLE 28.

POLITICAL AND RELIGIOUS ACTIVITY

A. EMPLOYEES may engage in political and religious activity that is not prohibited by State laws.

B. EMPLOYEES will not engage in political or religious activity while on duty or in uniform. Political activity, for the purposes of this section of Article 28, is activity to elect or defeat any candidate, political party or ballot issue.

C. No bargaining unit member shall be required to participate in political activity of any fashion, or be present at any political meeting or event, either on or off duty.

D. No bargaining unit member shall be required by the DISTRICT to participate in religious activity of any fashion, or be present at any religious meeting or event, either on or off duty.

ARTICLE 29.

RETIREMENT

A. The DISTRICT will pay one hundred percent (100%) of all retirement contributions for EMPLOYEES covered under this contract as required by N.R.S. 286. No provision of this article shall be deemed to waive any provision of Chapter 286 of N.R.S. in respect to "Police-Fire Early Retirement".

B. In addition, during the term of this Agreement, if there is an increase in the rate of the retirement contribution for either the regular or early retirement program, the DISTRICT shall fund the EMPLOYEE'S portion of the retirement contribution under the Employer-Pay Contribution Plan in the manner provided for in NRS 286.421. This increase, if any, is in lieu of an additional salary increase.

ARTICLE 30.

PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION

- A. Progressive and corrective disciplinary action is designed to provide a fair and structured way for EMPLOYEES to improve their job performance and/or behavior which does not meet the standards or demands of their position and to provide a system for fair and equitable treatment of those EMPLOYEES who will not or cannot bring their performance up to expected standards.
- a. It is the policy of the DISTRICT, through a progressive and corrective discipline system, to give EMPLOYEES an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. An EMPLOYEE may be summarily dismissed (i.e. instant dismissal without notice) only in the event of gross misconduct, defined as acts which are intentional, wanton, willful, deliberate, reckless, or in deliberate indifference to an employer's interest.
- B. The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior and the measures utilized will be commensurate with the deficiency to be corrected.
- C. The District shall not reprimand, demote, suspend, or discharge an EMPLOYEE without just cause. The term 'just cause' includes the concept of progressive discipline, where appropriate.
- D. An EMPLOYEE may appeal an oral reprimand, written reprimand, demotion, suspension, or discharge through the grievance procedure of Article 32 of this Agreement.
- E. An EMPLOYEE shall, on his request and by appointment, be permitted to examine his personnel file. An EMPLOYEE shall be given a copy of any material in his file if it is to be used in connection with a grievance or personnel hearing.
- F. No material derogatory to an EMPLOYEE shall hereafter be placed in his personnel file unless a copy of same is provided to both the EMPLOYEE and the UNION. The EMPLOYEE shall be given an opportunity to submit explanatory remarks for the record.
- G. Reprimands shall not be used against an EMPLOYEE in a disciplinary action if it has been in the EMPLOYEE'S personnel file for a period of eighteen (18) months, discounting periods of leaves of absence, provided there has been no notification for the same or similar conduct during that eighteen (18) month period. After this period, an EMPLOYEE may have such material removed from his file by the personnel department.

ARTICLE 31.

PERSONNEL FILES

A. The DISTRICT will maintain a personnel and health file on each EMPLOYEE in the County Human Resources Department.

B. Any EMPLOYEE has the right to review their personnel file and/or health file upon request. This right is limited to the individual EMPLOYEE to review his/her own personnel file and/or health file. However, an EMPLOYEE may, with proper release forms, permit his/her personnel file and/or health file to be reviewed by a party so authorized, upon presentation of properly executed forms to the District Administration.

C. EMPLOYEES are encouraged to place in their files any educational or other accomplishments that serve to recognize an achievement bearing on both the EMPLOYEE and the DISTRICT.

D. Only those people working in Administration and those people in the immediate chain of command of the EMPLOYEE shall have access to an EMPLOYEE'S files. In addition, the DISTRICT'S authorized attorney/attorneys shall have the right to access an EMPLOYEE'S files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the EMPLOYEE.

E. Any person accessing an EMPLOYEE'S files shall sign a file entry roster unless the access is the normal day-to-day access made by EMPLOYEES working in the Administrative Department.

F. Any derogatory materials placed in an EMPLOYEE'S files shall be copied to the EMPLOYEE. The time, date and name of the individual responsible for placing derogatory information into a file shall also be given to the EMPLOYEE.

G. Any EMPLOYEE under this policy, upon reviewing his/her personnel file and/or health file, who finds inaccurate or misleading material, may prepare and present to the Administrative Department a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file and/or health file.

H. 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.

ARTICLE 32.

GRIEVANCE PROCEDURE

- A. A grievance is a disagreement between an individual, or the UNION, and the DISTRICT concerning interpretation, application or enforcement of the terms of this Agreement.
- B. Upon initiation of a grievance the individual or UNION representative will first discuss the grievance with the immediate supervisor. The immediate supervisor will prepare a written report indicating how to resolve the grievance which shall be delivered to the grievant and the Fire Chief. The Fire Chief shall either approve or disapprove the report of the immediate supervisor and deliver his decision to the grievant.
- C. If the decision of the Fire Chief does not resolve the grievance, the UNION Grievance Committee shall proceed as follows:

Step 1: Within ten (10) work days of knowledge of the occurrence, the UNION may submit a signed written grievance to the Fire Chief detailing specifics of the grievance including the alleged CBA articles and/or policy violations. Within ten (10) days from the date the written grievance is received, the Fire Chief shall hold a meeting with the UNION to review and discuss the grievance for attempted resolution. The above may occur with or without the presence of the grievant. If the grievance is not settled within fifteen (15) work days of submission of the grievance to the Chairperson of the Fire District Board of Directors, the grievance will proceed to Step 2.

Step 2: Within ten (10) work days following failure to settle the grievance under Step 1, the UNION may submit it to the Chairperson of the Fire District Board of Directors. Within ten (10) days from the date the written grievance is received, the Chairperson of the Fire District Board of Directors or his/her designee shall hold a meeting with the UNION to review and discuss the grievance for attempted resolution. If the grievance is not settled within fifteen (15) work days of submission of the grievance to the Chairperson of the Fire District Board of Directors, the grievance will proceed to Step 3.

Step 3: Within seven (7) work days following failure to settle the grievance under Step 2, the UNION may submit it to arbitration.

With the mutual agreement of the parties, the time periods mentioned above may be extended.

D. The Arbitrator shall be selected in the manner prescribed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted under the rules of the American Arbitration Association. The list of arbitrators may be obtained from the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS) at the option of the grievant. With the mutual consent of the parties, expedited arbitration may be used.

E. The findings of this Arbitrator shall be final and binding on all parties concerned.

F. The costs of arbitration shall be borne as follows:

1. The expenses, wages and other compensation of any witness 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.
2. The Arbitrator's fees and expenses, and the cost of any hearing room shall be borne equally by both parties to the arbitration.
3. If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.

G. 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 Fire Chief on an informal basis.

H. For the purpose of this Article, a "day" is defined as any calendar day except Saturdays, Sundays or holidays.

I. The list of arbitrators, seven (7) names, may be obtained from the American Arbitration Association Fresno office or the Federal Mediation and Conciliation Service (FMCS) at the option of the grievant. The parties shall select the arbitrator from the list by alternately striking one name until the name of only one arbitrator remains, who will be the arbitrator to hear the dispute. For the first grievance hearing the UNION shall strike the first name. From that point forward the parties shall alternate striking first. With the mutual consent of the parties, expedited arbitration may be used.

ARTICLE 33.

HEALTH AND ACCIDENT INSURANCE

A. Each EMPLOYEE enrolled in the DISTRICT'S group health insurance program shall be provided term life insurance under a policy which offers coverage in an amount of forty thousand dollars (\$40,000). The DISTRICT shall give the UNION notification of and the right to participate in all meetings pertaining to the health and accident insurance plan that the DISTRICT may hold; the DISTRICT shall give the UNION notification of all meetings pertaining to said plan to which it is invited, and will request the holder of such meetings that the UNION also be invited to said meeting and be permitted to present its views. All DISTRICT group health insurance plans are administered by and negotiated through the Lyon County Human Resources Department with input from the Lyon County Employees' Insurance Committee and final approval by the Lyon County Commission

B. In the group health and accident insurance plan, the DISTRICT shall pay one hundred percent (100%) of the premium for the EMPLOYEE only coverage category and eighty percent (80%) of the premium attributable to dependent coverage for each dependent coverage category. The EMPLOYEE is solely liable for the payment of twenty percent (20%) of the premium for dependant coverage via automatic payroll deduction.

C. It is understood that plan costs, premiums or funding levels for EMPLOYEE dependent categories are determined by the providers, including the DISTRICT.

1. The open enrollment period and EMPLOYEE and dependent eligibility shall be in accordance with the policies and rules of the insurance carrier or carriers, including the DISTRICT for self-funded plans. Prior to this period, the providers, including the DISTRICT, shall establish the premium rates necessary to fund existing benefits.

D. Nothing herein prevents the parties from mutually agreeing to utilize another Health and Accident Insurance Carrier independent of that utilized by Lyon County.

ARTICLE 34.

LEGAL LIABILITY

1. If a member of the bargaining unit is a defendant in a civil action resulting from the performance of his/her duties, those protections outlined under NRS Chapter 41 shall apply to represented EMPLOYEES as appropriate.
2. Such indemnification shall not apply if the employee has acted outside of the scope of his employment and shall not apply to any claim or award of any punitive damages.

ARTICLE 35.

DOMESTIC PARTNER

All rights and benefits granted and guaranteed to an EMPLOYEE'S Spouse pursuant to this Collective Bargaining Agreement, specifically final payroll checks, leave accrual (vacation, sick leave and comp time) payoffs, eligible PERS benefits pursuant to NRS and PERS policies (it is the responsibility of the EMPLOYEE to ensure the proper PERS paperwork is completed) and designated life insurance benefits, shall be granted and guaranteed to an EMPLOYEE'S Domestic Partner. Said Domestic Partner shall be specified in writing, on the approved form, by the EMPLOYEE as recipient of above stated benefits.

It is understood between the parties, that at this time, medical insurance benefits do not apply to this article.

ARTICLE 36.

PAYROLL DEDUCTIONS

- A.** The DISTRICT/PAYROLL AGENCY PROVIDING FINANCIAL SERVICES ON BEHALF OF THE DISTRICT (PAYROLL AGENCY) agrees to deduct bi-weekly dues in the amount certified to be current by the Treasurer of the UNION from the pay of those who individually request in writing that such deductions be made. The DISTRICT/PAYROLL AGENCY will not honor any blanket request by the UNION for payroll deductions.
- B.** The total amount of deductions shall be remitted by the DISTRICT/PAYROLL AGENCY to the Treasurer of the UNION by draft.
- C.** This authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement; provided, however, individual EMPLOYEE may rescind a request that dues be deducted at any time and such written recession will be honored by the DISTRICT/PAYROLL AGENCY.
- D.** The UNION will indemnify, defend, and hold the DISTRICT/PAYROLL AGENCY harmless against any claims made and against any suits instituted against the DISTRICT on account of any action taken or not taken by the DISTRICT/PAYROLL AGENCY in good faith under the provisions of this Article.
- E.** The DISTRICT/PAYROLL AGENCY PROVIDING FINANCIAL SERVICES ON BEHALF OF THE DISTRICT agrees to provide an automatic payroll check deposit program. Those EMPLOYEES wishing to participate in this program will have the net amount of their paycheck automatically deposited to their bank account. This automatic deposit will occur Friday morning of the payday week. Automatic deposits can be made by the DISTRICT/PAYROLL AGENCY to any bank or savings and loan with a bank routing number. On payday, instead of a paycheck, participating EMPLOYEES will receive a voucher detailing their gross pay, deductions, and sick and vacation hour balances.
- F.** The EMPLOYEE'S earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate UNION dues. When a member, in good standing of the UNION is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an EMPLOYEE who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over UNION dues.

ARTICLE 37.

PERSONNEL REDUCTION

In the event of a personnel reduction in represented positions, such reduction shall be effected as follows:

1. The EMPLOYEE with the least seniority in the affected classification shall be laid off first; provided that for the purpose of this Article, Subsection (1) only, Driver/Operators and Fire Fighters shall be considered in the same classification.
2. Any EMPLOYEE being laid off shall have the option of accepting a voluntary demotion to a lower classification within the Fire Department.
3. If an EMPLOYEE being laid off elects to accept a voluntary demotion, then the EMPLOYEE in the lower classification with the least total seniority with the DISTRICT shall be laid off and if the demoted EMPLOYEE has the least total seniority with the DISTRICT he/she will be the one to be laid off.
4. No new EMPLOYEE shall be hired until the last laid off EMPLOYEE has been given the opportunity to return to work in a like or lesser classification from which he/she was laid off.
5. Laid off EMPLOYEES shall only be on the mandatory recall list under paragraph 4 for a period of 24 calendar months from the date of separation.

ARTICLE 38.

DETAIL ASSIGNMENT

The parties agree that when additional professional class positions are utilized of bargaining unit members, within the Fire Department, the employee performing the detail/out class work will be compensated at 1.5 times their regular rate of pay on an hour for hour basis. Examples of detail/out of class positions include:

- Electrician
- Automotive Mechanic
- Radio Technician
- Or any other classified skilled trade

ARTICLE 39.

STRIKES AND LOCKOUTS

A. Neither the UNION nor any EMPLOYEE covered by this Agreement will promote, sponsor, or engage in any strike against the DISTRICT; slow down; or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or on any other intentional interruption of the operations of the DISTRICT regardless of the reason for so doing.

B. The DISTRICT will not lock out any EMPLOYEES during the term of this Agreement as a result of a labor dispute with the UNION.

ARTICLE 40.

TRANSFERS

A. If a vacancy occurs on a particular shift, and then the DISTRICT will post the vacancy for ten (10) work days in each station. The DISTRICT will give first consideration to EMPLOYEE requests in filling the vacancy.

B. Nothing herein shall be construed to reduce the authority of management to transfer or assign EMPLOYEES under N.R.S. 288 and the Management Rights clause.

ARTICLE 41.

EXCHANGE OF TIMES

A. Represented EMPLOYEES shall have the privilege to exchange time so long as it does not interfere with the operation of the Fire Department (All appropriate shift trade paperwork shall be accomplished).

1. As trades are viewed as a benefit to both employee and District, the intent is not that this article be used as blanket discipline in the event of time exchange abuses but, rather on a case by case basis in the event of time exchange abuses.

B. No obligation, financial or otherwise, shall accrue to the DISTRICT on account of such exchange of time.

C. Nothing herein shall be construed to diminish the DISTRICT'S management rights under N.R.S. 288 or the Management Rights clause hereof.

ARTICLE 42.

BEREAVEMENT LEAVE

Sick leave may be granted in the event death of the EMPLOYEE'S spouse, children, parents, or other legal dependent, or in the event of the death of the EMPLOYEE'S spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependent, and the employee must notify the immediate supervisor prior to taking such leave. If an employee does not have adequate accrued sick leave time, the employee may be granted the use of other accrued leave time if any, in lieu thereof or apply for Administrative Leave at the discretion of the Fire Chief.

An employee requesting more than one shift (48 hours) sick leave for a death in the family must request approval from the Fire Chief and provide reason for the additional time off requested.

ARTICLE 43.

POLYGRAPH EXAMINATIONS

No EMPLOYEE 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 an EMPLOYEE refused to submit to polygraph examination shall be confined to the fact that, "The North Lyon County Fire Protection 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 44.

AMENDING PROCEDURE

It is agreed that no provision of this Agreement may be amended without the mutual agreement of the parties.

ARTICLE 45.

PREVAILING RIGHTS

A. Benefits, including present working conditions, previously existing will not be diminished by any provision or failure of any provision of this Agreement, without mutual consent of the parties. For purposes of this article only, the continuation or start of practices following July 1, 2007 will be considered as past practice.

B. There will be no change in any matter covered by this Agreement without the mutual consent of the parties.

C. There will be no change in any matter within the scope of representation without negotiations as required by N.R.S. 288.

ARTICLE 46.

COMMUNICABLE DISEASE

A. In the event an EMPLOYEE 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 EMPLOYEE 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 EMPLOYEE is permitted to leave duty for this purpose.

B. The EMPLOYEE shall be provided with preventive measures designed to protect the EMPLOYEE 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 EMPLOYEE or another EMPLOYEE. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the EMPLOYEE, and the DISTRICT shall not be held responsible for any consequences to the EMPLOYEE as a result of the EMPLOYEE having or not having received any vaccinations or tests. This does not waive the EMPLOYEE'S rights under Workers' Compensation.

ARTICLE 47.

CONSOLIDATION

The North Lyon County Fire Protection District agrees to negotiate, including all provisions provided by NRS 288 and this contract within the scope of representation of Local 4547, IAFF, with the Union over the impact and effects on represented employees of any decision to consolidate, merge, contract, subcontract, or any other form of transfer or placement to another entity, of any function which Local 4547, IAFF, has a legal interest.

ARTICLE 48.

SUCCESSORSHIP

A. The North Lyon County Fire Protection District agrees not to sell or convey or cause to sell or convey or otherwise transfer or cause to transfer its Fire District operations, or any function associated with fire based services within the scope of representation of Local 4547, IAFF, to a new employer without first fulfilling this contract, and securing the agreement of the successor employer to assume the North Lyon County Fire Protection District's obligations under this contract.

B. In the event a bargaining agent other than Local 4547, IAFF, would assume the representation rights over Local 4547, IAFF, or its members or former members, then the North Lyon County Fire Protection District shall not enter into any agreement with the successor employer regarding section (a) above until a new collective bargaining agreement between the new successor employer and succeeding bargaining agent has been completed. Such new bargaining agreement must demonstrate to Local 4547's satisfaction, the successor employer's assumption of the North Lyon County Fire Protection District's contract obligations per section (a) above.

ARTICLE 49.

SAVINGS CLAUSE

A. This Agreement is the entire agreement of the parties.

B. Should any provision of this Agreement be found to be in contravention of any Federal or State Law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.

ARTICLE 50.

LEAVE OF ABSENCE

Leaves of Absence are available to accommodate the compelling needs of EMPLOYEES when other forms of allowable absence are not available.

- A. In all cases, the DISTRICT'S Family and Medical Leave Act (FMLA) shall apply as a minimum; if applicable to the DISTRICT based on the minimum number of EMPLOYEES required under FMLA. At no time are Employees required to use accrued leave benefits simultaneously to use of FMLA.
- B. Leaves of absence with pay may be granted for medical purposes. Use of accrued leaves (leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption and must meet criteria for leave of absence as well as criteria for general use of sick leave. Accrued leaves will be utilized in the following order: sick leave, annual leave, and other accrued leaves. A doctor's statement may be required when applicable. Upon exhausting all accrued leaves an EMPLOYEE may request a medical leave without pay.
- C. Leaves of absence without pay may be granted by the Fire Chief for medical/disability when an EMPLOYEE has exhausted all paid accrued leaves. Policies regarding each are as follows:
 - 1) Medical/disability – Medical/disability leaves of absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption.
 - 2) Medical/disability - Medical/disability leaves of absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of 180 calendar days.
- D. Personal - Leaves of absence without pay for purposes other than medical/disability (personal reasons) may be granted at the discretion of the Fire Chief. Policies regarding each are as follows:
 - (1) An EMPLOYEE who requests a leave of absence for vacation or similar purposes is required to exhaust accrued vacation time prior to the start of an unpaid leave of absence of more than five (5) work days. An EMPLOYEE who requests a leave of absence for personal emergency or similar purposes is not required to exhaust vacation time prior to the leave. Whether the reason for the leave of absence requires prior use of accrued vacation shall be at the Fire Chief's discretion. However, in all cases where a leave in excess of ninety (90) calendar days is requested, vacation accrual must first be exhausted.

- (2) Personal leaves of absence without pay may be granted for a maximum of 180 calendar days.

E. Effect of Leave of Absence Without Pay on EMPLOYEE Benefits:

- 1) Time spent on an unpaid leave of absence of over thirty (30) calendar days will not be counted as time employed in determining an EMPLOYEE'S eligibility for benefits that accrue on the basis of length of employment.
- 2) An EMPLOYEE on an unpaid leave of absence of over thirty (30) calendar days will not accrue vacation or sick leave during the leave of absence.
- 3) An EMPLOYEE on an unpaid leave of absence of over thirty (30) calendar days shall not be entitled to receive DISTRICT paid group insurance premiums, but is entitled to assume the premium payments if the insurance policy allows. The EMPLOYEE must agree in writing to assume the premium payment.
- 4) Upon notifying the DISTRICT of his/her intention to return to employment an EMPLOYEE shall be reinstated to his/her original job.
- 5) Upon return from any unpaid leave of absence over thirty (30) calendar days, the EMPLOYEE'S anniversary date will be adjusted by the amount of time out of pay status.

F. Procedures and Responsibilities

- 1) EMPLOYEE - EMPLOYEES seeking a leave of absence are required to:
 - a) Notify the Fire Chief as far as possible in advance of the need for a leave of absence.
 - b) Obtain and complete an "Absence Request" form and submit it for approval to the Fire Chief.
 - c) Provide support documentation such as physician's written statement, adoption papers, etc. (if applicable).
 - d) If approved during the leave, maintain contact with the EMPLOYER regarding prognosis and/or possible return date. Notify supervisor at earliest possible date of intended date of return.

- e) If an extension of the leave of absence becomes necessary, a written request must be submitted to the supervisor prior to the expiration of the leave of absence.
- 2) Supervisor - The EMPLOYEE'S Supervisor will review the "Absence Request" and forward it to the Fire Chief with his/her recommendation/comments.
- a) The Fire Chief will review and act upon a request for leave of absence in consideration of the following factors:
 - b) The purpose for which the leave is requested;
 - c) The length of time the EMPLOYEE will be away; and the effect the leave will have on the ability of the department to carry out its responsibilities.
 - d) The Fire Chief may approve a leave of absence without pay of five (5) calendar days or less.
 - e) A leave of absence without pay over five (5) calendar days must have recommendation from the Fire Chief.
 - f) Approved requests are forwarded to the Administrative Department appropriate disposition.
 - g) The Supervisor will ensure that a properly coded time sheet is submitted biweekly to the Administrative Department during the duration of the approved leave.
- G. The Fire Chief may approve twenty-four (24) hours of leave to an EMPLOYEE for emergency leave, without loss of any accrued time.

ARTICLE 51.

DEFERRED COMPENSATION

A. EMPLOYEES are eligible to participate in the deferred compensation program that Lyon County has implemented and in which the EMPLOYEE may participate (currently Hartford).

B. The DISTRICT shall match dollar for dollar up to One Hundred Fifty Dollars (\$150.00) per EMPLOYEE annually into the deferred compensation program. EMPLOYEES shall be eligible for those benefits provided under this plan.

C. Eligible Vacation and Sick Leave benefits may be contributed to the employee's deferred compensation plan for each EMPLOYEE at the EMPLOYEE'S request upon retirement, in a manner consistent with the policy adopted by the UNION for that year.

D. EMPLOYEES are also eligible to participate in the deferred compensation program administered by the International Association of Fire Fighters (IAFF). The DISTRICT shall not contribute any additional funds to this program, but shall only contribute those funds that the EMPLOYEE requests, in writing, to be deducted from his/her paycheck.

ARTICLE 52.

THIS ARTICLE DOES NOT APPLY TO THE CURRENT CONTRACT BUT IS LEFT IN AS WORDED IN CASE THE FINANCIAL POSITION OF THE DISTRICT CHANGES IN THE POSITIVE AT WHICH TIME THIS ARTICLE COULD BE OPENED UP FOR NEGOTIATIONS.

INCENTIVES

A. Educational Incentive Pay

Upon presentation of satisfactory evidence of the degree, a full-time EMPLOYEE who has successfully completed the initial probationary period required at the time the EMPLOYEE was hired or rehired by the DISTRICT, and who possesses an Associate's Degree directly associated with the mission of the fire DISTRICT, shall receive, in addition to his/her other earnings, Educational Incentive Pay equivalent to two and one half percent (2.5%) of the EMPLOYEE'S bi-weekly base wage per bi-weekly pay period. An EMPLOYEE who possesses a Bachelor's degree will receive, in addition to his/her other earnings, five percent (5.0%) of their bi-weekly base wage per bi-weekly pay period. An EMPLOYEE who possesses a Master's degree will receive, in addition to his/her other earnings, seven and one half percent (7.5%) of their bi-weekly base wage per bi-weekly pay period. The result of having multiple degrees will not accumulate incentives (e.g. a Bachelor's degree and a separate Associate's degree will not combine for a total incentive of 7.5%).

B. Pack Test Participation

EMPLOYEES agree to a voluntary physical agility testing program to be administered bi-annually each May and October using a testing/scoring standard to be mutually established. EMPLOYEES must attain a passing score in order to be entitled to receive a \$125.00 payment for each test passed; such payment to be made on the first payday in December and on the first payday in June. EMPLOYEES participating in the voluntary physical agility test shall be in full pay status during testing. There will be no reprisal or punitive action taken against any EMPLOYEE scoring less than a passing score on the test.

C. Advanced Certifications

Upon presentation of satisfactory evidence of the certification, a full-time EMPLOYEE who has successfully completed their initial probationary period required at the time the EMPLOYEE was hired or rehired by the DISTRICT, and/or possesses the following certifications shall receive, in addition to his/her other earnings, incentive pay equivalent to one and one half percent (1.5%) of the EMPLOYEE'S bi-weekly base wage per bi-weekly pay period for each of the following:

1. Hazardous Materials Technician
2. Swift Water Rescue Technician
3. Confined Space Rescue Technician
4. High Angle Rope Rescue Technician
5. Structural Collapse Technician

D. Second Language Incentive

Upon satisfactory demonstration that an EMPLOYEE can converse in a Second Language related to their duties and job description within the DISTRICT, and provided that this language is commonly spoken by at least 1% of the local population, a Second Language Incentive of two and one half percent (2.5%) will be added to their bi-weekly wage and added to their bi-weekly paycheck. The ability of an EMPLOYEE to speak this language, and thereby eligible for this Incentive, is subject to a verifiable 3rd-party test (e.g. Carson City's Human Resources Department).

E. Paramedic Preceptor Incentive

If an EMPLOYEE holding the rank or position of Firefighter Paramedic or Captain <<if the Captain position is required to be a Paramedic>> is assigned the duty of precepting the TAP program of a newly hired or promoted Firefighter Paramedic or a Paramedic from another agency, then the time spent precepting will be paid an additional twenty five percent (25%) of the EMPLOYEE's base wage and will be added to that pay period in their bi-weekly paycheck.

ARTICLE 53.

REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

A. The DISTRICT shall reimburse the EMPLOYEE for the cost of repairing or replacing authorized personal property which is damaged or destroyed or, if such personal property is lost at fires or related emergencies in the performance of his duties. The reimbursement shall be made as soon as practical, but no more than forty-five (45) days from approval of the claim. The list of authorized personal property shall include and be limited to eyeglasses, sunglasses, work watches, contact lenses, knives/utility tools and stethoscopes.

B. Any claims will be submitted to the Fire Chief and/or his/her designee for review and approval or denial.

ARTICLE 54.

HABITABILITY OF STATIONS

A. 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:

1. Effective waterproofing and weather protection of roof and exterior walls and doors.
2. Plumbing facilities which conform to applicable law when installed and which are maintained in good working order.
3. A water supply approved under the law and capable of producing hot and cold running water, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the DISTRICT.
4. Adequate heating facilities which conform to applicable law when installed and are maintained in good working order.
5. Electrical lighting, outlets, wiring and electrical equipment which conformed to applicable law when installed and are maintained in good working order.
6. Floors, walls, ceilings, stairways and railings maintained in good repair.
7. Ventilating, air conditioning and other facilities and appliances maintained in good repair.
8. Stoves for meal preparation and dish washers for sanitation purposes. Said appliances shall be maintained in good repair.
9. Washer and Dryer for washing station towels, rags, etc.
10. The provision of kitchen appliances and cooking utensils and the prompt replacement of those items as needed.
11. The provision of personal lockers with a serviceable locking mechanism.

B. In the event that repairs and/or maintenance beyond that which is routine and commonly performed by employees become necessary, the DISTRICT shall perform or otherwise arrange for the performance of such repairs and/or maintenance.

ARTICLE 55.

**THIS ARTICLE DOES NOT APPLY TO THE CURRENT CONTRACT BUT IS LEFT
IN AS WORDED IN CASE THE FINANCIAL POSITION OF THE DISCTRICT
CHANGES IN THE POSITIVE AT WHICH TIME THIS ARTICLE COULD BE
OPENED UP FOR NEGOTIATIONS.**

LONGEVITY

- A. All EMPLOYEES 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 an additional one half a percent (0.5%) added to the top step base pay for that EMPLOYEE's rank or position for each year of continuous service with the DISTRICT up to a maximum Longevity increase of 12.5%. An EMPLOYEE's eligibility for Longevity pay shall be reviewed on the anniversary of that EMPLOYEE's hire date of each year. The Longevity increase will be added to the EMPLOYEE's bi-weekly paychecks.

ARTICLE 56.

PHYSICAL EXAMS

- A.** The employer shall pay for a complete annual physical examination including but not limited to the physical examination set forth by NFPA, ANSI, and NRS 616 and/or 617. All employees must have these physical examinations.
- B.** A copy of the results of all physical examinations will be placed in the employee's health file located in the Administrative Department. Progress resolving any conditions the examining physician reports needing to be resolved, shall be monitored with subsequent physical examinations as reasonably necessary. Such subsequent necessary physical examinations, but not treatment, must be paid for by the DISTRICT.

ARTICLE 57.

BULLETIN BOARDS

A. The DISTRICT will allow the UNION the use of one bulletin board in each fire station for posting of official UNION notices and other UNION related information; such posted information shall be initialed by either the President and/or Vice President of the Local. Said bulletin boards shall be approximately 4 feet by 4 feet in size and identified as the UNION bulletin board. The boards shall be in a well-lit and accessible location agreed upon by the parties. Additionally, the DISTRICT will allow for a work area for the UNION computer at each station. The work area described is a location within the station and will not impose in financial costs to the district in regards to furniture, or modification costs. The UNION will provide all furniture or items needed for this work space.

B. It will be the responsibility of the UNION to identify such boards as the I.A.F.F. board.

C. The UNION agrees to hold the DISTRICT harmless for all materials posted upon the UNION bulletin boards.

ARTICLE 58.

CBA INFORMATION RELEASE

Without mutual consent of the parties, the CBA or any portion thereof shall not be posted in/on any public forum, including but not limited to web pages, trade journals, newsletters, etc. (this also includes proposed contractual language).

ARTICLE 59.

HOLIDAYS

Regular paid holidays are:

New Year's Day (January 1)
Martin Luther King's Birthday (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Nevada Day (Last Friday in October)
Veteran's Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Family Day (Fourth Friday in November)
Christmas Eve (December 24)
Christmas Day (December 25)
And any other day declared a holiday by the DISTRICT, Governor of Nevada, and /or President of the United States of America.

A. Each line employee shall receive twelve (12) hours pay at his/her regular rate in those periods in which a holiday occurs, whether the employee works or is off on the actual holiday.

B. Designated Holidays – Eligibility Requirements:

1. Holiday pay benefits apply to all regular EMPLOYEES.
2. An employee who is on paid leave of absence will be eligible for holiday pay for a designated holiday observed during the leave of absence.
3. An employee scheduled to work on a designated holiday that does not report and is not excused will forfeit the holiday pay premiums.
4. In order to receive holiday pay an employee must be in pay status the day immediately before and the day immediately after the holiday.

C. Should a line employee be required to work overtime on a holiday, he/she shall receive one and one-half (1-1/2) times his/her regular straight time pay for each hour worked, in addition to the twelve (12) hours received as holiday pay. There shall be no compounding of the applicable overtime pay.

ARTICLE 60.

DURATION

- A.** This Agreement shall become effective and retroactive to July 1, 2013 and shall continue until June 30, 2015, except as otherwise provided below.
- B.** This Agreement shall automatically be renewed from year to year thereafter. If either party desires to make a change, the party shall notify the other party in writing of the Article and/or Section of that Article desired to be negotiated.
- C.** If either party desires to negotiate changes in any Article or Section of this Contract, it shall give written notice to the other party of the desired changes before February 1 of each year, provided that during the term of this agreement no Article and/or Section of that Article shall be negotiated without the parties mutual consent.
- D.** The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial fact finder at any time for his/her findings. The fact finder shall make recommendations of the unresolved issues.
- E.** If the parties have not reached an agreement within ten (10) work days (or an extended time period agreed upon by the parties) after the Fact Finders Report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) work days after the final offers are submitted, accept one of the written statements, and shall report his decision to the parties.
- F.** The Impartial Fact finder and the Binding Arbitrator shall be from the American Arbitration Association or Federal Mediation and Conciliation Services (FMCS) and all hearings shall be conducted by A.A.A. FMCS rules. The list of arbitrators shall be obtained from the Fresno Office.
- G.** In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.
- H.** The list of arbitrators, seven (7) names, may be obtained from the American Arbitration Association Fresno office or the Federal Mediation and Conciliation Service (FMCS) at the option of the grievant. The parties shall select the arbitrator from the list by alternately striking one name until the name of only one arbitrator remains, who will be the arbitrator to hear the dispute. For the first arbitration hearing the UNION shall strike the first name. From that point forward the parties shall alternate striking first. With the mutual consent of the parties, expedited arbitration may be used.

FINANCIAL CLAUSE

Pursuant to the financial crisis the North Lyon Fire Protection District is facing at this current time, the UNION has met, exceeded, or mutually agreed to all articles pertaining to financials. These articles include the following:

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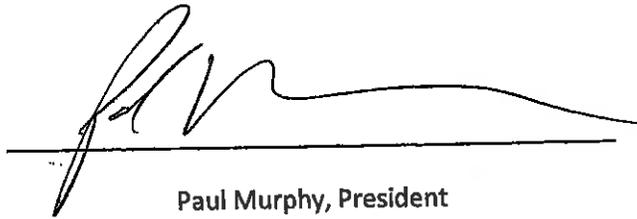
At anytime within the duration of this contract the UNION has the right to petition the North Lyon Fire Protection District Negotiating Team to immediately open negotiations pertaining to these articles as well as article 20, Minimum Constant Safety Staffing.

This Agreement was mutually agreed upon by the parties, ratified by the Union, and adopted by the Fire District's Board of Directors. The parties hereto through their duly authorized officers or representatives and intending to be legally bound hereby have hereunto set their hands and seals this 28th day of June, 2013.

A handwritten signature in black ink, appearing to read 'Darryl Cleveland', written over a horizontal line.

Darryl Cleveland, Fire Chief

North Lyon County Fire Protection District

A handwritten signature in black ink, appearing to read 'Paul Murphy', written over a horizontal line.

Paul Murphy, President

North Lyon Firefighters Association, IAFF Local 4547

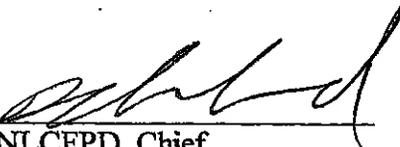
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT (NLCFPD)
AND
THE NORTH LYON FIRE FIGHTERS ASSOCIATION, IAFF LOCAL 4547 (NLFFA)

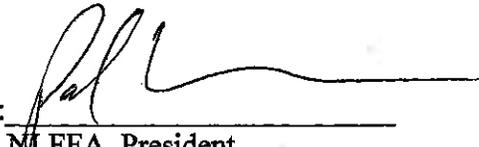
The parties to this memorandum of understanding agree to the following:

1. The terms of the July 1-2013 – June 30, 2015 collective bargaining agreement between the NLCFPD and the NLFFA are hereby accepted through June 30, 2015 with the following changes:
 - a. The base pay for all fire district employees (see Article 4 of CBA for Union members), shall be frozen at their current rate of Pay as of July 1, 2013 and shall remain at their current pay step until the pay freeze for All District employees is lifted, or a new MOU is ratified between the parties specific to pay issues.
 1. The exceptions for the July 1, 2013 to June 30, 2015 CBA are for the following employees which will receive the agreed upon pay increases per the aforementioned CBA; FF/AEMT Uschyk, FF/AEMT Money, FF/AEMT Cohen, FF/AEMT McCoy and three personnel serving in Acting Company Officer positions.
 2. This aforementioned pay increases for the aforementioned employees will remain frozen at the new level as of July 1, 2013 to coincide with all other District employees pay freezes until lifted per section 1a of this MOU.
 - b. Personnel will endeavor to ensure that all appropriate insurance information is obtained and annotated for EMS billing purposes.

- c. The Union acknowledges that management has decided, at this time, to not fill a currently vacated fire fighter/paramedic position and this position is unfunded in the FY 2013/2014 budget.
2. All other terms of the July 1, 2013 – June 30, 2015 collective bargaining agreement between the NLCFPD and the NLFFA will comply with the ratified CBA.
 3. The parties hereby understand and agree that each have hereby fully bargained for fiscal year 2013/2014 and have hereby entered into a complete collective bargaining agreement through June 30, 2015.
 4. This memorandum of understanding cannot be amended except in a writing signed by both the NLCFPD and the NLFFA.

Dated this 28th day of June, 2013

By: 
NLCFPD, Chief

By: 
NLFFA, President