



STOREY COUNTY FIRE PROTECTION DISTRICT

145 North C Street
P.O. Box 603
Virginia City, NV 89440
(775) 847-0954 Phone • (775) 847-0987 Fax

July 1, 2014

Honorable Board of Storey County Fire Commissioners
C/O Mr. Pat Whitten, County Manager
26 South "B" Street
Virginia City, NV 89440

Attn: County Manager and Administrative Officer

Re: Memorandum of Understanding to 2014-2017 Collective Bargaining Agreement

Dear Mr. Whitten:

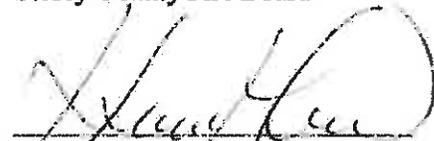
Please let this Memorandum of Understanding (MOU) provide clarification regarding employee salaries and merit steps, and how they relate to employee anniversary dates pursuant to Article 3 of the 2014-2017 Collective Bargaining Agreement (CBA) between the Storey County Board of Fire Commissioners and the Storey County Fire Fighters' Association, IAFF Local 4227. The terms and conditions of this MOU, and accordingly said Article of the CBA, shall apply as follows. This MOU shall be effective for the term of said CBA.

- **Existing Employees** – Employees who were newly hired to full-time positions on or before 11/30/12 shall thenceforth receive merit-step increases on July 1 of each year. No merit-step increase shall ever occur on the employee's actual hire-date/true anniversary date. On 07/01/14, these employees shall advance to their next respective steps pursuant to the 2014-2017 CBA, e.g., a Step 2 employee shall advance to Step 5, etc., on that date.
- **New Employees** – Employees who were newly hired to full-time positions on or after 07/01/13 shall thenceforth receive merit-step increase on their actual anniversary date, that being the date at which they were hired as new full-time employees. On their true anniversary date, these employees will receive merit-step pay and will advance to Step 2 pursuant to the 2014-2017 CBA. They will thereafter advance to Step 3, 4, 5 and so-on each year. For example, if "John" was hired on April 05, 2014, he will receive merit-step on April 05, 2015, and will advance to Step 2 on that date. He will not receive merit-step pay or advancement on July 1 of any year. If "Jane" was hired on August 05, 2014, she will receive merit-step on August 05, 2015, and will advance to Step 2 on that date. She will not receive merit-step pay or advancement on July 1 of any year.
- **Reclassified Employees** – Any employee, regardless of initial hire date, who is reclassified (promoted, demoted, promoted then demoted back to his/her original position, etc.) shall be assigned a new true anniversary date. The new anniversary date will be the date on which the employee was reclassified. Thenceforth, the reclassified employee will receive merit-step

increases on his/her true anniversary date. Thenceforth, regardless of the initial hire date, that employee will advance through the pay range one step at a time, e.g., 1, 2, 3, etc. For example, if "John", a current Step 3 employee who normally receives merit-step on July 1 of each year, was promoted to a higher position on April 05, 2014, he will earn his next merit-step increase (step and pay) on April 05, 2015. He will receive no merit-step increase on July 1 of any year following his reclassification.

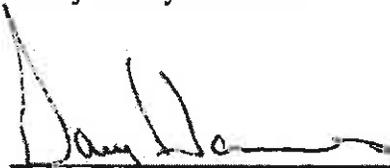

Marshall McBride, Chairman
Storey County Fire Board

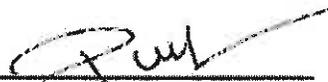

Victor Fohey, President
Storey County Fire Fighters' Association


Lance Gilman, Vice Chairman
Storey County Fire Board


Roy Thomson, Vice-President
Storey County Fire Fighters' Association

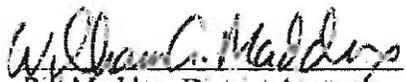

Bill Sjovangen, Commissioner
Storey County Fire Board


Gary Hamer, Chief
Storey County Fire District


Pat Whitten, County Manager
Storey County

APPROVED AS TO FROM:

Attest By:


Bill Maddox, District Attorney


Vanessa Stephens, Storey County Clerk/Treasurer

AGREEMENT

BETWEEN

STOREY COUNTY FIRE PROTECTION
DISTRICT, NEVADA

AND

STOREY COUNTY FIRE FIGHTERS' ASSOCIATION IAFF LOCAL 4227

JULY 1, 2014 – JUNE 30, 2017

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DEFINITIONS

Base Rate of Pay: The amount of pay the Employee is designated to receive within the salary range for the Employee's job classification, excluding any additional types of pay.

Days: Shall mean Storey County Fire Protection District working days - Monday through Friday, excluding holidays - unless otherwise stated.

Employee: An Employee in the bargaining unit who has successfully completed his/her probationary period or any extended probationary period and has been retained in the employ of Storey County Fire Protection District

Employee's Medical File: A separate confidential file which is maintained in the Human Resources Department and which contains only health-related matters, i.e., Workers' Compensation information, physical examination results, etc. Access to and the procedure for accessing this file is the same as for the Employee's personnel file.

Major Fraction: Fifteen (15) minute intervals of time.

Probationary Employee: An Employee who is undergoing a working test period during which the Employee is required to demonstrate his/her ability to carry out the duties for the position to which appointed, transferred, or promoted.

Regular Rate of Pay: The Employee's base rate of pay plus other additional pay for which the Employee's specific assignment may entitle him/her.

PREAMBLE

This Agreement is made and entered into at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Fire Protection District, a Political Subdivision of the State of Nevada, hereinafter referred to as the Employer or District, and the Storey County Fire Fighters' Association, IAFF Local 4227, hereinafter referred to as the Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer 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 1: RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive collective bargaining unit for all Employees in the Supervisory and Non-Supervisory bargaining unit engaged in fire prevention and suppression in the Storey County Fire Protection District (District). The bargaining unit, Storey County Fire Fighters' Association IAFF Local 4227, represents both the Supervisory and the Non-Supervisory bargaining units.
2. The following job class(es) shall be covered by this Agreement:
 - a. Senior Firefighter I/EMT II – Non-Supervisory Unit
 - b. Senior Firefighter/Paramedic – Non-Supervisory Unit
 - c. Fire Captain/EMT II – Supervisory Unit
3. In the event the Employer creates a new job classification that will be placed in either bargaining unit or amends the job requirements of an existing job classification within either bargaining unit, the Employer will notify the Union as to their intended action and allow Union input prior to adoption. Where the proposed changes or change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request from the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

1. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:
 - a. The right to hire, direct, assign, or transfer an Employee, but excluding the right to assign or transfer as a form of discipline.
 - b. The right to reduce in force or lay off any Employee because of lack of work or lack of funds, subject to Paragraph (v) of Subsection 2 of NRS 288.150.
 - c. The right to determine;
 - i. Appropriate staffing levels and work performance standards, except for safety considerations;
 - ii. The content of the work day, including without limitation workload factors, except for safety considerations;
 - iii. The quality and quantity of services to be offered to the public; and
 - iv. The means and methods of offering those services.
2. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.
3. The Employer 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.
4. The Employer 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 3: SALARIES

1. Biweekly Salary-All Employees will be paid on each biweekly Friday, with salary computed through the preceding Sunday. 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.
2. It is mutually agreed that the parties will re-open and negotiate any PERS increases during the terms of this Agreement if either party submits in-writing a request to do so in accordance with NRS 288.
3. FLSA overtime shall be computed on a fourteen (14) day cycle and shall be paid on each biweekly Friday. (i.e., a line Employee scheduled to work on an annual average of a fifty-six (56) hour week will be paid one-half (1/2) times their regular hourly rate for 6 hours.)

Salary Schedule 2014-2017							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Senior FF/EMT Intermediate	\$45,493	\$47,427	\$49,361	\$51,861	\$54,360	\$56,826	\$59,293
Senior FF/ Paramedic	\$50,043	\$52,445	\$54,847	\$57,931	\$61,014	\$63,938	\$66,862
Captain/ EMT II	\$61,462	\$63,060	\$64,658	\$66,805	\$69,041	\$71,175	\$73,309
<ul style="list-style-type: none"> • Effective July 1, 2014, existing Step 1 staff move to new Step 3 at anniversary. • Effective July 1, 2014, existing Step 2 staff move to new Step 5 at anniversary. • Effective July 1, 2014, existing Step 3 staff move to new Step 6 at anniversary. • On July 1, 2016, all bargaining unit members at Step 7 shall be granted 1.5% Cost of Living Adjustment (COLA). 							

ARTICLE 4: HOURS OF WORK

1. The regular workday and workweek for eight-hour Employees shall consist of, respectively, an eight (8) hour workday, and on an annual average, a forty (40) hour workweek. Any change in the number of hours in the workday or regular workweek shall be subject to negotiation, although an eight-hour Employee may be subject to working shift work as necessary, at the discretion of the Fire Chief.
2. The regular workday and workweek for Line Employees shall consist of, respectively, a twenty-four (24) hour day and, on an annual average, a fifty-six (56) hour week. Any changes in the number of hours in the regular workweek or workday shall be subject to negotiations.
3. The work schedule for Line Employees shall consist of forty-eight (48) hours on duty followed by ninety-six (96) hours off duty. Any changes in the work schedule shall be negotiated with the Union prior to implementing the changes.
4. The normal workday schedule for Line Employees is 0800 hours -1200 hours and 1300 hours - 1700 hours. Between the hours of 1700 through 0800, Employees shall respond to calls, conduct night drills on an as needed basis, complete incident reports, conduct training for volunteers on an as needed basis, ensure equipment is in a state of readiness, perform physical conditioning on an elective basis, and ensure facilities are clean and in operational order for the next shift and perform related tasks.

ARTICLE 5: OVERTIME COMPENSATION

1. Employees may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours.
 - a. 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.
 - b. Eight-hour 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.
 - c. Overtime will be earned in increments of one-quarter (1/4) hours.
2. Overtime will be added to the payroll for the period during which the overtime is performed. 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 Supervisor or Fire Chief if compensation therefore is to be affected.
3. Line Employees required to remain on duty beyond their regular shift for emergencies such as an aircraft incident, multiple alarms, natural disaster, civil disorder, and the like 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.
4. Line Employees assigned to a 56 hour workweek who are required to perform work outside Storey County for emergencies such as an aircraft incident, multiple alarms, natural disaster, civil disorder, and the like shall be compensated at the rate of two and one-tenth (2-1/10) times the base rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Overtime shall be paid to any Employees who are required or requested by the Supervisor or Fire Chief to attend training sessions, seminars, conferences, etc. Overtime shall be paid for all travel time, including any early arrival time required at airports, train stations, bus depots, etc. Overtime shall be paid for all time spent attending the actual training session, seminar, conference, etc. Employees shall be covered for any compensable injury/illness covered by Workers' Compensation for the entire time the Employee is away from home, regardless of activity. Employees shall not be required to pay any out of pocket expenses for training sessions, seminars, conferences, etc.
5. Overtime shall be filled by Bargaining Unit members. For the purposes of overtime to fill vacancies, an overtime/call-back list shall be developed by the Union and the Fire Chief.

- a. The list shall consist of all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be incorporated into the list. The initial eligibility list will be established with the Employee with the most full time continuous service with the Employer.
 - b. Vacancies shall be filled by calling back bargaining unit members. Members shall be called back from the list in a rotation procedure agreed to by the parties. Mandatory overtime may be required in the event Employees are not available to fill vacancies. Mandatory overtime may require the overtime/call-back listed to be commingled.
6. After making one (1) documented attempt to fill an overtime vacancy, by the on-duty Fire Captain/EMT II, and there is still no Bargaining Unit Members available to fill a vacancy, Management shall retain the right to use Reserve Firefighters to fill the vacancy until such time as a Bargaining Unit Member responds back to duty. The on-duty Captain will be the officer in charge of filling vacancies. In his/her absence this responsibility will default to the on-duty Battalion Chief. Union and Employer agree to mutually update SCFD Policy #009 Reserve Firefighter Program.

ARTICLE 6: CALL BACK

1. Any Employee who is called back by his/her supervisor or the Fire Chief 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.
2. Call back for line Employees will be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Call back for eight-hour Employees will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Contributions shall be made to the Public Employees' Retirement System (PERS) on call back pay in accordance to NRS 286 and policies adopted by the Nevada PERS Board (as amended).
3. Line Employees who are assigned to a 56 hour workweek who are called back for emergencies such as multiple alarms, natural disasters, civil disorders, and the like shall be compensated at a rate of two and one-tenth (2-1/10) times the Employee's base rate of pay for such call back hours worked (Example: if the employee is called back during these types of incidents, to cover a station, and not go to the incident, then they receive 1.5 call back rate. If the employee goes to the incident then they shall receive 2 1/10 call back pay); 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. Call-back shall be filled by Bargaining Unit members. For the purposes of call-back to fill vacancies, an overtime/call-back list shall be developed by the Union & the Fire Chief.
 - a. The list shall consist of all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be incorporated into the list. The initial eligibility list will be established with the Employee with the most full time continuous service with the Employer.
 - b. Vacancies shall be filled by calling back bargaining unit members. Members shall be called back from the list in a rotation procedure agreed to by the parties.
4. After making one (1) documented attempts to fill a call-back vacancy, by the on-duty Fire Captain/EMT II, there is still no Bargaining Unit Members available to fill a vacancy, Management shall retain the right to use Reserve Firefighters to fill the vacancy until such time as a Bargaining Unit Member responds back to duty. The on-duty Captain will be the officer in charge of filling vacancies. In his/her absence this responsibility will default to the on-duty Battalion Chief.

ARTICLE 7: VACATION

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

Years of Continuous Service	Vacation Earning Rate Bi-weekly Pay Period
Less than 5 years	7.39 hours (8/24 Hr. Shifts)
5 years but less than 10 years	8.31 hours (9/24 Hr. Shifts)
10 years but less than 15 years	9.23 hours (10/24 Hr. Shifts)
15 years but less than 20 years	10.16 hours (11/24 Hr. Shifts)
20 years or more	11/08 (12/24 Hr. Shifts)

Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours.

2. Eight-hour Employees will be granted vacation benefits as follows:

Years of Continuous Service	Vacation Earning Rate Bi-weekly Pay Period
Less than 5 years	5 hours
5 years but less than 10 years	6.15 hours
10 years but less than 15 years	7.0 hours
15 years but less than 20 years	8.0 hours
20 years or more	9.0 hours

Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours.

3. 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 Employer and not more than this number of vacation hours may be taken within any calendar year, subject to staffing requirements. The annual accrual cap shall be based on calendar year and leave shall cease to accrue on January 1 of each year. An Employee shall be paid at his/her regular hourly rate for each hour of vacation time taken. Vacation taken during a biweekly period shall be charged before vacation earned during that pay period is credited. Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted against vacation hours.
4. Employees voluntarily separated from the Employer shall lose all rights for computing prior service upon reemployment by the Employer.

5. Upon termination of employment, other than for cause and following no less than five (5) consecutive years of regular full-time employment, each Employee shall be compensated at his/her regular hourly rate for his/her total vacation hours accrued, subject to the limitations in Section 3 of this Article.
6. The Fire Chief shall establish a list showing seniority within the Fire Department to be used for vacation scheduling. The list shall be brought up to date annually and posted on the Fire Station bulletin boards. There will be no more than one (1) Employee granted vacation time on the same shift without approval of the Fire Chief.
7. Vacation preferences shall be granted in order of seniority. For purposes of this Article, seniority shall be based on total full-time service with the District.
8. Employees shall request vacation leave by providing a minimum of fourteen (14) calendar days' notice. An exception to this fourteen (14) calendar day requirement may be granted by the Fire Chief or his/her designee after considering the circumstances that warrant such exception and the convenience and conventionality of the District.
9. For purposes of this Article, seniority shall be based on time in District service.
10. Bi-Annual Vacation Leave will not be granted on the following holidays.
 - a. Thanksgiving.
 - b. Christmas Day.
 - c. New Years' Day.
11. Employees that wish to utilize annual vacation leave on these days are required to find their own coverage prior to Fire Chief approval.

ARTICLE 8: SICK LEAVE

1. 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 biweekly hours. Line Employees covered by this Agreement shall earn seven (7) hours of sick leave per biweekly pay period. Eight-hour Employees covered by this Agreement shall earn four and sixty-two hundredths (4.62) hours of sick leave per biweekly pay period.
2. Sick leave shall be granted when the Employee is incapacitated due to illness, injury, pregnancy, or childbirth, Sick leave shall 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 any 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 dependents, 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. In no case, however, will sick leave time be used or granted as vacation time.
 - a. In all cases, the Employer's Family and Medical Leave Act (FMLA) provisions shall apply as a minimum.
3. Employees may donate sick leave time to those Employees that do not have adequate accrued sick leave time as provided in subsection 7 of this Article.
4. Sick leave shall be charged on -the basis of actual time used to the nearest quarter (1/4) hour. Sick leave taken during a biweekly period shall be charged before sick leave earned that pay period is credited.
5. An Employee requesting sick leave lasting longer than three continuous work shifts may be required to provide the Fire Chief with evidence acceptable to the Fire Chief to substantiate the request if required. If a physician's visit is required as a result of this request, it shall be on District time.
6. Upon termination of employment, other than for cause and each Employee shall be compensated for his/her total sick leave hours accrued up to a maximum of one thousand three hundred thirty-three (1,333) hours for Line Employees and nine hundred fifty-two (952) hours for Eight-hour Employees at the following rates;

Sick Leave Buy Out	
Years of Continuous Service	Rate of Pay
5 years but less than 10 years	20.0¢ on the Dollar
10 years but less than 20 years	35.0¢ on the Dollar
20 years or more	50.0¢ on the Dollar

7. Catastrophic Leave

- a. **Definitions** – Catastrophe means the Employee is unable to perform the duties of his/her position or a modified duty assignment because of a serious illness or accident which is life threatening or which will require a lengthy convalescence. Lengthy convalescence means a period of disability that an attending physician expects to exceed ten (10) weeks. Catastrophic leave may not be used when the subject of the catastrophe is a member of the Employee's family. Catastrophic leave is limited to catastrophes which befall the Employee.
- b. **Request for Catastrophic Leave**
 - i. An Employee who is himself/herself affected by a catastrophe as defined in paragraph (a) may request, in-writing, that a specified number of hours of catastrophic leave be granted.
 - ii. The request must include:
 1. The Employee's name, title, and classification, and
 2. A statement from a medical doctor certifying the limitations which prevent the Employee from being available for work and the expected duration of the limitations.
 - iii. An Employee may not receive any leave from the catastrophic leave account until s/he has used all his/her accrued annual, sick, and other paid leave. If an Employee has requested leave from the catastrophic leave account within the previous three (3) years, the Employee may not receive any leave from the catastrophic leave account until s/he has been off work for forty (40) consecutive hours and has used all his/her accrued sick, annual, and other paid leave.
 - iv. An Employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.
- c. **Establishing the Catastrophic Leave Account**
 - i. The Fire Chief may establish an account for catastrophic leave at the request of a Fire Department Employee. All covered Employees of the Fire Department who are eligible to use sick leave may use catastrophic leave and/or donate to catastrophic leave. Donations to and withdrawals from this account are restricted to covered Employees of the Fire Department.

- ii. A donating Employee may request, in writing, that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account.
 - iii. The minimum number of hours that may be transferred is eight (8) hours. An Employee may not transfer sick leave to the account for catastrophic leave if the balance of his/her account after the transfer is less than three hundred thirty-six (336) hours. Leave will be placed in a pool; however, the Employee may transfer hours to the catastrophic leave account for use by a particular Employee who has been determined to be eligible to receive the leave.
 - iv. Any hours of annual or sick leave that are transferred from any Employee's account to the catastrophic leave account may not be returned or restored to that Employee. This subsection does not prevent the Employee from receiving leave pursuant to section 7 (b) of this Article.
- d. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used
 - i. The Fire Chief or his/her designee shall review the status of the limitations of the Employee and determine when the limitations no longer exist, based on appropriate medical review.
 - ii. The Fire Chief or his/her designee shall not grant any hours of leave from the catastrophic leave account after
 - 1. The limitations cease to exist, or
 - 2. The Employee who is receiving the *leave* resigns or his/her employment with the District is terminated.
 - iii. Any leave which is received from the catastrophic leave account which was not used at the time the limitations cease to exist or upon the resignation or termination of the employment of the Employee must be returned to the catastrophic leave account.
- e. Maintenance of Records on Catastrophic Leave -- The District shall maintain the records and report to the Union any information concealing the use of catastrophic leave account.
- f. Substantiation of Limitations - The Fire Chief or his/her designee may require written substantiation of the limitations and expected duration by a physician of his/her choosing. Said physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the District. Visits to said physician shall be on District time.

ARTICLE 9: HOLIDAYS

1. Regular paid holidays are:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Washington's Birthday (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)
- Day after Thanksgiving (Friday following the fourth Thursday in November)
- Christmas Day (December 25)
- One Floating Holiday

One floating holiday per calendar year and any other day observed as a holiday by the Employer and declared a holiday by the governor of the State of Nevada and/or the President of the United States.

2. The Employer agrees to pay each Employee required to work twenty-four (24) hour shifts, five and one half (5.5) hours of his/her base salary. Compensation for holiday pay shall be based on a 56 hours wage.
3. The Employer agrees to pay each Employee required to work eight (8) hour shifts, three point seven (3.7) hours of his/her base salary. Compensation for holiday pay shall be based on a 40-hour wage.
4. Designated Holidays - Eligibility Requirements:
 - a. Holiday pay benefits apply to all regular Employees.
 - b. 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.
 - c. An Employee scheduled to work on a designated holiday who does not report and is not excused will forfeit the holiday pay premiums.
 - d. In order to receive holiday pay, an Employee must be in pay status their scheduled work day immediately before and their scheduled work day immediately after the holiday.

5. Should a line Employee be required to work Overtime on a Holiday, s/he shall receive one and one-half (1.5) 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.
6. Should any eight-hour Employee be required by order of his/her supervisor or the Fire Chief to work on any of the above-named Holidays, in addition to this Holiday pay, s/he shall receive Overtime at the rate of one and one-half (1.5) times each hour, or major fraction thereof, worked.

ARTICLE 10: ESTABLISHMENT OF NEW CLASSIFICATION

The Employer 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 Employer shall notify the Union President of all changes to the job classifications covered by this Agreement.

ARTICLE 11: SENIORITY

1. The Fire Chief shall establish a list showing seniority based on full-time continuous service with the District and full-time continuous service in his/her current position within the District, and it shall be brought up to date annually and posted on the Fire Station bulletin boards.
2. Seniority shall be based on total full-time continuous service within the District, except as otherwise provided in this Agreement.
3. A break in service of less than ninety (90) days or a break in service due to a personnel reduction shall not be considered as a break in continuous full-time service, but shall not count toward full-time service.

ARTICLE 12: NON DISCRIMINATION

Employer and Union mutually agree to comply with NRS 288.140: Right of employee to join or refrain from joining employee organization; exceptions; discrimination by employer prohibited; limitations on nonmember acting on own behalf; membership of law enforcement officer; and NRS 613.330: Unlawful employment practices: Discrimination on basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin; interference with aid or appliance for disability; refusal to permit service animal at place of employment. This Article is not subject to the grievance procedure.

ARTICLE 13: SAFETY AND HEALTH

1. A joint Safety Committee composed of two (2) representatives of the Union and two (2) representatives of management shall be established within thirty (30) work days of signing of this Agreement. Each party shall also designate one (1) alternate.
2. The Committee will meet in a timely manner whenever a member notifies the chairman of the existence of a safety hazard.
3. There will be a first meeting of the Committee to establish the rotation procedure for the chairman.
4. If a majority of the Committee certifies the existence of a safety or health hazard and a majority certifies that adequate action has not been instituted and the Fire Chief fails to take corrective action, a report of the hazard may thereafter be made to OSHA or any other appropriate state or federal agency.
5. The Employer shall pay for a complete physical examination, including but not limited to, the physical examination set forth by NFPA, ANSI, and NRS 617. All Employees must have these physical examinations.
6. A copy of the results of all physical examinations will be placed in the Employee's health file located in the Human Resources Department. Progress regarding any conditions the examining physician reports needing to be resolved shall be monitored by the District with subsequent physical examinations as reasonably necessary. Such subsequent necessary physical examinations, but not treatment, must be paid for by the Employer.
7. The Employer shall provide adequate physical fitness equipment as resources permit per the recommendations of the Safety Committee.
8. The Employer and represented Employees shall comply with all laws, including Nevada OSHA, regulations, and ordinances relating to the Fire District.
9. Recognizing issues of safety related to the Fire District, all personnel working on the line shall meet the same standards, including but not limited to NFPA, ANSI, NRS and NAC.

ARTICLE 14: BULLETIN BOARDS

1. The Union may post notices involving Union business in the location and manner such notices are presently posted. All items to be posted on the bulletin boards must be initialed by the Union President.
2. If the Union wishes a separate bulletin board, it may furnish and install a reasonably sized bulletin board (not to exceed four [4] square feet) in a location having reasonable access and visibility at all career fire stations.

ARTICLE 15: WORK RULES

1. The Employer may adopt rules and regulations consistent with the Nevada Revised Statutes and this Agreement. In addition to any other legal requirements (including NRS 288), no rule, regulation, or amendment or cancellation thereof shall become effective until discussed with the Union President to receive input prior to implementation. Where a change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request of the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.

2. The parties agree that all directives, bulletins, policy procedures, operational notices, and other materials relating to the Fire District's operational policies and procedures shall be issued in a manner of proper index, consecutive number and date of issue and located in an area designated for such material. Said information shall be updated on a regular, recurring basis, as needed, but no less than annually.

ARTICLE 16: UNION BUSINESS

1. One (1) member of the Union shall be granted leave from duty with full pay for a reasonable number of meetings between the Employer and the Union for the purpose of negotiating the terms of the Agreement when such meetings take place at a time when such members are scheduled to be on duty.
2. 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 and attending hearings when such meetings take place at the time when such members are scheduled to be on duty.
3. Subject to scheduling conflicts, the Employer agrees to allow the Union to use Employer buildings for Union meetings.

ARTICLE 17: UNIFORM ALLOWANCE

1. The Employer shall provide two (2) sets of structural firefighting pants and coats turnouts and standard safety equipment needed by the Employee and agreed to by the Safety Committee. In addition, the Employer will replace turnouts and safety equipment on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated.
2. The uniforms, turnouts and safety equipment will conform to all current safety standards such as, but not limited to, NFPA, OSHA, NIOSH and FEMA, etc.
3. The Employer shall provide each Employee a uniform allowance of one thousand dollars (\$1,000) for each year of this Agreement. Each yearly allowance shall be paid in two (2) equal lump sum payments, one on the first pay period in June of each year and the second on the first pay period of December of each year.
4. The Employer shall provide two (2) washers and one (1) dryer at each career staffed station. One washer shall be designated for non-contaminated items, and one washer shall be designated for contaminated items.
5. The Employer shall be responsible for the cleaning of all uniforms contaminated by any materials requiring decontamination that are not replaced as provided in Section I of this Article.
6. The Employer shall reimburse the Employee for the cost of repairing or replacing personal property which is lost, damaged, or destroyed at fires or related emergencies in the performance of his/her duties. The reimbursement shall be made within thirty (30) days from approval of the claim. The list of personal property shall include and be limited to prescription eyeglasses, including non-disposable contact lenses, watches, and multi-purpose tools (e.g., Leatherman, Gerber).
7. Any claims will be submitted to the Safety Committee for review and approval or denial. Reimbursement amounts shall be limited to one hundred twenty-five dollars (\$125.00) per claim for prescription eyewear; fifty dollars (\$50.00) per claim for watches and multi-purpose tools; and two hundred fifty dollars (\$250.00) in aggregate within the contract year.

ARTICLE 18: JURY DUTY

1. Any Employee receiving notice of jury duty shall submit a copy of the notice to his/her supervisor promptly and shall work as much of his/her regularly scheduled shift as possible. When possible, Employees shall report for their regularly scheduled shift prior to and following jury duty, Employees will be released to report for jury duty allowing sufficient time to travel to the jury site.
2. Employees appearing for jury duty shall receive their regular pay for the period of absence caused by jury duty. If employees receive a fee for such service performed during paid working hours, said fee must be turned over to the Storey County Treasurer. However, said employee may retain any travel or expense reimbursement.

ARTICLE 19: ON-THE-JOB INJURY

1. 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 Workers' Compensation carrier, the District 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 one hundred twelve (112) hours per pay period. An Employee will be eligible for this supplemental compensation for a period of one hundred twenty (120) calendar days, which may be extended an additional sixty (60) calendar days, for each separate and unique injury, illness, or occupational disease unless the following provisions apply:
 - a. The Employee is able to perform his/her regular duties;
 - b. The Employee is able to perform temporary alternative duties in the Fire Department; or
 - c. The Employee 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 s/he 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 may remain in full pay status by endorsing his/her Workers' 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.

- d. 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 s/he is eligible for TTD/TPD. Under these circumstances, the District will pay an Employee his/her full regular salary for up to the first five (5) days of absence. If an Employee subsequently becomes eligible for TTD/TPD for these days, s/he will endorse that Workers' Compensation check over to the District.
- e. 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. If an Employee receives TTD/TPD for these days, s/he will endorse that Workers' Compensation check over to the District.

2. If an Employee continues to be absent from work due to an on-the-job injury, illness, or occupational disease after receiving supplemental compensation one hundred eighty (180) calendar days or the conditions of Section I of this Article have not been met, the Employee shall be placed or may continue to remain in a full pay status for an additional one hundred twenty (120) days by using accrued sick, or vacation, at the rate of one-third (1/3) the amount charged per shift in conjunction with TTD/TPD payments. The District shall then pay the Employee an amount equal to the difference between utilized sick, vacation, and/or comp leave and TTD/TPD payments and the Employee's regular, base rate of pay for his/her current position, calculated at an average of one hundred twelve (112) hours per pay period. An Employee may elect to endorse his/her TTD/TPD check over to the District in exchange for his/her full paycheck as set forth above.
3. If an Employee continues to be absent from work due to an on-the-job injury, illness, or occupational disease after the time periods set forth in 1 and 2 above, the Employee may continue to remain in a full pay status by using accrued sick, vacation, and/or comp time in conjunction with TTD/TPD payments. An Employee may elect to endorse his/her TTD/TPD check over to the District in exchange for his/her full paycheck as set forth above.
4. 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 40, Section (3)(a).
5. Employees with an on-the-job injury which has been accepted by the District's Workers' Compensation carrier who are found ineligible for TTD/TPD by the Workers' 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 8, Sick Leave or Article 40, Leaves 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 District may apply. The Employee, the District, and the Union shall work to expedite the retirement process.
6. Should an Employee be rated by the Workers' Compensation carrier with a permanent partial disability or a permanent total disability that leaves the Employee unable to perform all of the essential functions of his/her current position, the Employee shall immediately file all necessary paperwork to initiate the retirement process. The Employee, the District, and the Union shall work to expedite the retirement process.

ARTICLE 20: 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 without loss of classification, seniority or accrued leave time in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 21: POLITICAL ACTIVITY

1. Employees may engage in political activity that is not prohibited by state laws.
2. Employees will not engage in political activity while on duty or in uniform Political activity, for the purposes of this section of Article 21, is activity to elect or defeat any candidate, political party or ballot issue.
3. Applicable state and federal laws shall be followed when allowing Employees to vote in the electoral process.

ARTICLE 22: RETIREMENT

The Employer will pay all retirement contributions for Employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of Chapter 286 of NRS in respect to "Early Retirement."

It is mutually agreed upon that any increases to PERS during the terms of this agreement will be cause to re-open and negotiated such increases.

ARTICLE 23: PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION

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 do 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 without such structure.

1. It is the policy of the Employer, 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 or as circumstances warrant. 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.
2. Progressive and corrective disciplinary action may begin at any of the steps defined in this section, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions.
 - a. Documented Verbal Warning/Reprimand - A verbal warning or reprimand is given to the Employee for the first occurrence of a minor offense. The warning is administered by the Employee's immediate supervisor or the Fire Chief.
 - b. Written Warning/Reprimand - A written or formal warning is given to the Employee in the first instance of more serious offenses or after repeated instances of minor offenses. The warning is administered by the Employee's immediate supervisor or the Fire Chief. It states the nature of the offense and specifies any future disciplinary action which will be taken against the Employee if the offense is repeated within a specified time frame. A copy of the Written Warning/Reprimand and corresponding documentation are placed in the Employee's master personnel file. The Written Warning/Reprimand and corresponding documentation shall remain in the Employee's master personnel file for no less than fifteen (15) months, after which the records may be removed from the Employee's personnel file upon written request of the Employee directly to the Fire Chief, and validation of the Human Resources Director. The Employee is required to read and sign the formal warning and has the right to appeal if the Employee thinks the warning is unjustified.
 - c. Suspension Without Pay:
 - i. If the seriousness of the offense warrants or despite previous warnings an Employee still fails to reach the required standards in the specified time frame, the Employee may be suspended without pay. During Suspension, the Employee is barred from working for a predetermined period of time

and his/her salary is docked accordingly. Suspension without pay actions may range from one (1) to ten (10) shifts for line personnel and one (1) to twenty (20) days for eight (8) hour personnel.

- ii. An Employee may also be placed on Suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the Discharge and is generally utilized when the Employee is suspected of gross misconduct or when his/her continued presence during the investigation period would be a disruption to normal Fire District business. If the Employee is found to have been Suspended inappropriately, pay and benefits for the period of Suspension will be reinstated (except that, if insurance has lapsed, coverage for time passed cannot be reinstated).
3. Dismissal - An Employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be terminated. In the case of a serious infraction (gross misconduct), 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, and reckless, or in deliberate indifference to the Employer's interest, and only while on duty or specifically acting as an agent of the Employer without benefit of the progressive and corrective discipline's sequence of lesser actions.
4. Notice of Suspension or Dismissal --All notices of Suspension, Involuntary Demotion, or Dismissal shall be given to the Employee in-writing, specifying the action to be taken and the grounds upon which the action is based. The specification of charges shall include a statement of the job performance and/or behavior which does not meet the standards or demands of their position. The notice shall include a statement that the Employee has five (5) working days to meet with the Fire Chief or his/her designee to discuss the proposed action. The specification of charges shall be signed by the Fire Chief or his/her designee. The Fire Chief or his/her designee shall not Suspend, Involuntarily Demote, or Dismiss an Employee without giving ten (10) working days' notice prior to the action being taken.

The Fire Chief may serve notice upon an Employee by mail or personal service. If mailed, notice shall be mailed to the Employee at his/her last known address by USPS Certified Mail, Return Receipt Requested. Receipt shall be deemed the date of first attempt of delivery as indicated on the return receipt. Should notice be returned-to-sender, receipt shall be deemed to be on the third day after the date of mailing of the notice.

The Employee may be accompanied by a Union representative should the Employee decide to meet with the Fire Chief to review the charges. The Employee shall be given an opportunity to state his/her position as to whether there are true and reasonable grounds for the proposed action.

The discipline may be postponed to allow for the consideration of evidence the Employee produced and/or for further investigation of the Employee's response.

5. Appeals of Disciplinary Actions -Within ten (10) days of the date that disciplinary action of Suspension Without Pay or Dismissal is implemented by the Fire Chief, the Union may appeal said disciplinary action to Arbitration as provided in Article 25 Grievance Procedure 3. Formal Levels, (c) Level 3.
6. Failure of the District or its designee to follow the steps or procedures outlined in this Article may be cause to file a grievance pursuant to Article 25 of this Agreement.

ARTICLE 24: PERSONNEL FILES

1. The Employer will maintain a personnel, training, and medical file on each Employee. The Employer shall maintain only one (1) set of these files on each Employee; said files shall be maintained by the Human Resources Department. Training files shall be maintained by the Fire District. Individual health-related information for the Hazardous Materials (Haz-Mat) response units shall be maintained on those units, provided the Employee agrees, in-writing.
2. Any Employee has the right to review his/her personnel file and/or health file upon request in the Human Resources Department. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file and/or health file. However, an Employee may, with a notarized release form, permit his/her personnel file and/or health file to be reviewed by a party so authorized, upon written request to the Human Resources Department.
3. Employees are encouraged to request placement in their files of any educational or other accomplishments that serve to recognize an achievement bearing on both the Employee and the Employer. A denial of such request and reason for the denial shall be provided to the Employee in-writing.
4. Except as provided in Section 2 of this Article, only those people working in the Human Resources Department, the Fire Chief, and those people in the immediate chain of command of the Employee, as authorized by the Fire Chief, shall have access to an Employee's files. In addition, the Employer'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.
5. 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 Human Resources Department.
6. Any derogatory information shall be signed by the Employee. Such signature shall serve as acknowledgement of receipt only. An Employee's refusal to sign should be witnessed by a third party.
7. 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 Fire Chief a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file and/or health file. Consultation with and approval from the Fire Chief is required prior to any action to remove material, that is not health-related, from a personnel file.
8. If requested by the Employee, the Union shall be notified, within three (3) working days, of any disciplinary materials placed in an Employee's files.

ARTICLE 25: GRIEVANCE PROCEDURE**1. Definitions:**

- a. **Grievance:** A Grievance is a claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, and policies of the Employer governing matters within the scope of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.
- b. **Grievant:** A Grievant is an Employee or a group of employees who are covered by the provisions of this Agreement and who believe that they have been adversely affected by an act or formal decision of the Employer occasioning the Grievance, and who file a Grievance. The Union may be the Grievant if an act or formal decision of the Employer which is alleged to be a Grievance directly relates to a Union activity provided for in this Agreement.
- c. **Day:** Shall mean a weekday, Monday through Friday, excluding holidays.

2. Grievance Levels: The following formal Grievance Levels shall apply if informal discussions and attempts to resolve the matter between the Employee or Union and the immediate Supervisor are not successful. Disciplinary actions described in Article 23 Section 5 are not subject to Grievance Levels 1 and 2 of this Article, but shall immediately proceed to Level 3 of this Article.

- a. **Level 1.** Within ten (10) days of the event giving rise to a Grievance or from the date the Employee(s) could have reasonably been expected to have had knowledge of such event, the Employee(s) or Union may file a written Grievance with his/her immediate Supervisor. The statement shall contain a statement describing the Grievance, the specific section(s) of this Agreement allegedly violated, and the remedy requested. The immediate Supervisor may have a meeting with the Grievant and, within ten (10) days of receiving the Grievance, give a written answer to the Grievant and forward the Grievance and the answer to the Fire Chief.
- b. **Level 2.** If the Grievant is not satisfied with the written answer at Level 1, the Grievant or the Union may, within ten (10) days from the receipt of such answer, file a written appeal to the Fire Chief. Within fifteen (15) days of receipt of the written appeal, the Fire Chief or his/her designee, shall investigate the Grievance, which may include a meeting with the concerned parties, and give a written answer to the Grievant.
- c. **Level 3.** Should the Grievant or Union wish to appeal the Fire Chief's decision, a written notification requesting Arbitration must be served upon the District within ten (10) days of the Fire Chief's decision.

- d. With the consent of the parties, expedited Arbitration may be used.
 - e. The parties agree to solicit a list of seven (7) professional neutrals with public sector experience from the American Arbitration Association (AAA) and alternatively strike names from such list until one name remains. That remaining person so selected shall serve as the Arbitrator. For the first Arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. Arbitrations shall be conducted in accordance with AAA rules.
3. Arbitration Costs. The costs of arbitration shall be borne as follows:
- a. 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.
 - b. The Arbitrator's fees and expenses, and the cost of any hearing room, shall be borne by the losing party to the Arbitration. The Arbitrator will be required to specify the payor of costs.
 - c. 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.
4. Arbitrator Decision. The Arbitrator's decision shall be final and binding upon both parties. The arbitrator shall not have the power to modify, amend, or alter any terms or conditions of this Agreement.
5. General Provisions.
- a. If a Grievant fails to carry his/her Grievance forward to the next Level within the prescribed time period, the Grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
 - b. If the District fails to respond with an answer within the given time period, the Grievant shall have the right to appeal to the next higher step.
 - c. Time limits and formal levels may be waived by mutual written consent of the parties.
6. 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.

ARTICLE 26: BENEFITS INSURANCE

1. Employee eligibility for health insurance benefits shall commence 60 days after hire, and to the first day of the next month.
2. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full-Time Employees. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance for all Regular Full-Time Employees hired on or before June 30, 2005. The Employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than forty (40) hours per workweek hired on or after July 1, 2005. Employer agrees to pay \$40,000 in Life and AD&D of for the employee for the term of this Agreement.
3. For Employees hired before July 1, 2014, the Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance for the Employee's dependents (up to age 26) and one-hundred percent (100%) for the Employee's spouse who is not eligible for any other health insurance coverage on the same or greater percentage basis as that provided to the Employee by Storey County. Effective May 1, 2012, if the Employee's spouse is eligible for any other health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty (50%) percent of the cost of the spouse's coverage.
 - a. Each Employee shall provide on a County affidavit to the Personnel Office annual certification stating whether his/her spouses is eligible for any other health insurance coverage.
 - b. In the event that the AFSCME Comstock Chapter General Employees' Association or the Storey County Sheriff's Office Employees' Association-OE3, and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.
4. For newly hired Employees hired on or after July 1, 2014, spouses and dependents are not eligible for Employer contributions toward health insurance coverage.
 - a. For the purposes of this Article, "newly hired" Employees shall not include: any Employee continuously employed by the County in any position (including but not limited to any elected, part-time, intermittent, or seasonal positions), whose position becomes, or who moves to a position that is or becomes, eligible for health insurance benefits; any Employee who has had a break in service of no more than 18 months for any reason.
 - b. In the event that the AFSCME Comstock Chapter General Employees' Association or

the Storey County Sheriff's Office Employees' Association-OE3, and/or any other collective bargaining unit recognized by the Employer negotiates a higher level of spousal and/or dependent coverage than is provided in this Article, or that said level of coverage is offered to any employees excluded from coverage by collective bargaining agreement (with exception of those subject to statutory requirements), the Union under this Agreement may negotiate this Article.

5. Employee may opt out of Employer-paid health insurance coverage and accordingly may receive fifty percent (50%) of the premium that the Employer would have paid for Employee only coverage. Premium percentage will be paid to the employee via payroll once per month and may be considered taxable income. Employee opt-out may only be done once per year during the open enrollment period.
6. The Employer shall offer Retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the Employer regardless of the insurance provider elected by the Retiree to provide coverage; however, the Employer's responsibility for payment shall be capped at the amount the Employer would be required to pay if the Retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP). Retirees not electing coverage with the insurance provider designated under PEBP shall be responsible for the payment of any excess difference in cost for the coverage elected. Employer contributions to retiree coverage will stop at age 65 or when the Retiree becomes eligible for Medicare Part A and Part B.
7. Legal Liability - NRS Chapter 41 shall apply to represented employees, as appropriate.

ARTICLE 27: PAYROLL DEDUCTIONS

1. The Employer agrees to deduct biweekly 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 Employer will not honor any blanket request by the Union for payroll deductions.
2. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by the deposit of said deductions to the bank account of the Union, the bank to be designated by the Treasurer of the Union, as soon as reasonably possible after the end of the pay period in question.
3. This authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement, provided, however, individual Employees may rescind a request that dues be deducted at any time, and such written revision will be honored by the Employer.
4. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of any action taken or not taken by the Employer in good faith under the provisions of this Article.
5. The Employer agrees to provide an automatic payroll check deposit program. Those Employees wishing to participate in this program will have the net amount of their pay check automatically deposited to their bank account. This automatic deposit will be submitted no later than Friday morning of the payday week. Automatic deposits can be made by the Employer to any bank or savings and loan with a batik routing number. On payday, instead of a pay check, participating Employees will receive a voucher detailing their gross pay, deductions, sick and vacation hour balances, and number of hours at the given pay rate.
6. 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 28: EDUCATION AND DEVELOPMENT

An Employee will be reimbursed for educational training courses taken subsequent to approval of the Fire Chief and in accordance with District Policy.

1. The training must be related to the required skill or education for the Employee's current position or to a logical career path with the Employer.
2. Only bargaining unit Employees will be eligible for reimbursement for course work after successful completion of the employment probationary period. Further eligibility may be determined by the Fire Chief in accordance with the District's training program.
3. No Employee will be reimbursed more than Two Thousand Dollars (\$2,000) per fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship, or grant-in-aid.
4. Reimbursable expenses shall be restricted to tuition and course fees. While courses shall be normally taken on the Employee's own time, exception may be granted by the Fire Chief, in which case hours from work will cause no adverse impacts to his/her duties and other Employees in the workplace, and which hours from work must be deducted from earned Vacation or be recorded as an unpaid excused absence.
5. Employees shall be allowed to use a portion of their \$2,000 Education and Development reimbursement allotment to attend a maximum of six (6) units (typically two courses) per fiscal year without prior approval. These courses must be taken from an accredited college or university and count towards a degree program consistent with their current position, or to a logical career path within the fire service. These may include, but are not limited to, English, Math, Humanities, etc. This is a reimbursement process in which Employee is responsible for providing proof that they completed the class with a minimum grade of seventy (70%) percent.
6. To obtain reimbursement, the course must be taken from a recognized and accredited college, university, or training institution. The Employee shall provide valid evidence that s/he completed the course with a minimum grade of "C" seventy percent (70%). If the course is of a nature that no grade is given (i.e., pass or fail), the Employee must provide to the Employer a certificate of completion or other valid documentation showing satisfactory passage of the courses.
7. Employees holding the certification of Paramedic shall be granted up to \$400.00 a year for paramedic refresher certification courses. These courses will be approved by the Districts EMS Coordinator prior to approval or authorization of funds from their Education and Development account approved by the Fire Chief or his/her designee. Reimbursement will be effected upon presentation of evidence to substantiate the expense and certificate of completion or evidence of passing grade of C or 70% or better.

ARTICLE 29: PERSONNEL REDUCTION

In the event of a personnel reduction in accordance with Article 2 of this Agreement, such reduction shall be effected as follows:

1. The Employee with the least seniority in the affected classification shall be laid-off first.
2. Any Employee being laid-off shall have the option of accepting a voluntary demotion to a lower classification within the District, provided the employee has occupied the lower class with the District.
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 Fire District shall be laid-off, and, if the demoted Employee has the least total seniority with the Employer, s/he will be the one to be laid-off. An Employee who accepts a voluntary demotion shall be placed at a step in the salary range that is closest to his/her current salary. However, in no instance shall an Employee be paid more than the top of the salary range of the lower job class.
4. The laid-off Employee shall remain on a recall list for two (2) years following the date of lay-off, provided, however, the laid-off Employee shall be removed from the recall list if the laid-off Employee fails to report for duty within fifteen (15) working days of certified mailing of notice of recall to Fire District employment.
5. No new Employee shall be hired, subject to Section 4, until the last-laid off Employee has been given the opportunity to return to work.

ARTICLE 30: ACTING IN A HIGHER CLASSIFICATION OR DUAL-ROLE CAPACITY.

1. When a Firefighter is assigned by the Fire Chief to temporarily fill a Captain vacancy, the Firefighter shall be entitled to five percent (5%) of his/her base pay for the first thirty (30) shifts and ten percent (10%) of his/her base pay for the remaining time served in acting classification.
2. A Captain who possesses a Paramedic certification may be assigned by the Fire Chief to fill a dual role as a Captain and Paramedic when a normally scheduled Paramedic is unavailable. In such instances, the Captain shall be entitled to five percent (5%) of his/her base pay for the duration of the special assignment. This will be tracked on a twenty-four (24) hour shift basis for calculation of payment.
3. A Captain may be assigned by the Fire Chief to fill the role of Battalion Chief when a normally scheduled Battalion Chief is unavailable. In such instances, the Captain shall be entitled to five percent (5%) of his/her base pay for the first thirty (30) shifts and ten percent (10%) of his/her base pay for the remaining time served in acting classification.

ARTICLE 31: STRIKES AND LOCKOUTS

1. Neither the Union nor any Employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer; 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 Employer regardless of the reason for so doing.
2. The Employer will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 32: SHIFT TRADES

1. Represented Employees may request to trade shifts in the event that it does not interfere with the operation of the Fire District. Employees who trade shifts must occupy the same job classification and otherwise be qualified to perform the duties of the job class.
2. No obligation, financial or otherwise, shall accrue to the Employer on account of such shift trades. Therefore, hours worked by an Employee working a shift as the result of a shift trade shall be excluded from any overtime calculation. However, the regularly scheduled Employee shall be compensated as if s/he had worked his/her normal schedule for the traded shift.

Where overtime is required as the result of an Employee's inability to fill a shift trade, the Employee failing to fill a shift shall have his/her annual leave balance reduced up to twenty-four (24) hours, or up to thirty-six (36) hours if overtime payment is required.

3. Three-way shift trades are prohibited except under emergency conditions, as determined by the Supervisor.
4. A maximum of six hundred forty-eight (648) hours of shift trades per calendar year, per Employee will be permitted. Shift trades shall not interfere with the operation, administration, or safety of the Fire Department.
5. Nothing herein shall be construed to diminish the Employer's management rights under NRS 288 or the Management Rights clause hereof.
6. Probationary employees shall not be granted shift trades during the first 6 months of employment without prior approval of the Fire Chief.

ARTICLE 33: DEATH IN FAMILY

An Employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity (Appendix A) shall be granted up to three (3) shifts off with pay per occurrence without loss of any accrued time.

ARTICLE 34: 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 Storey County Fire Protection District does not compel personnel to submit to polygraph examinations." This Article, however, does not apply to applicants in the hiring process.

ARTICLE 35: AMENDING PROCEDURE

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

ARTICLE 36: PREVAILING RIGHTS

1. All previous benefits, including hours, wages and working conditions that are matters within the scope of mandatory bargaining, enjoyed by the Employees, but are too numerous to mention or write in this contract, will not be diminished without mutual consent of the parties.
2. There will be no change in any Article or subject matter covered by this Agreement without the mutual consent of the parties
3. There will be no change in any matter within the scope of mandatory bargaining without negotiations as required by NRS 288 and mutual consent of the parties during the term of this Agreement.

ARTICLE 37: COMMUNICABLE DISEASE

1. In the event an Employee covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, s/he 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.

2. 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 Bodily Substance Isolation (BSI) such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. The use of BSI shall be required by a supervisor if it appears the nonuse 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 Employer 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 or his/her refusal to use BSI. This does not waive the Employee's rights under Workers' Compensation.

ARTICLE 38: TRANSFER OF FUNCTION

1. The District agrees to negotiate with the Union to the extent and under the provisions of NRS 288, the impact and effect upon represented Employees of consolidation or any other form of placement or transfer of its Fire District services prior to or upon any decision to consolidate or any other form of placement or transfer. Nothing in this Article will prevent the District from making any decisions to consolidate or any other form of placement or transfer to another entity.
2. The District will notify the Union by telephone the next work day of any decisions regarding consolidation or any other form of transfer or placement. A written notice will also be sent to the Union within five (5) days of the decision. For purposes of this Article, a day is defined as Monday through Friday, excluding Saturday, Sunday, and holidays.
3. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise in the location or place of business of either party.

ARTICLE 39: SAVINGS CLAUSE

1. This Agreement is the entire agreement of the parties.
2. 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 cancelled or amended.

ARTICLE 40: LEAVE OF ABSENCE

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

1. In all cases, the County's Family and Medical Leave Act (FMLA) Policy shall apply as a minimum, if applicable.
2. Leaves of absence with pay may be granted for medical purposes. Use of accrued Sick Leave (leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) work days' duration, it becomes a medical leave of absence and must meet criteria for leave of absence as well as criteria for general use of Sick Leave. A doctor's statement may be required when applicable. Upon exhausting accrued Sick Leave, an Employee may request a medical leave without pay.
3. Leaves of absence without pay may be granted by the Board of Fire Commissioners for medical disability when an Employee has exhausted paid Sick Leave or for personal reasons. Policies regarding each are as follows:
 - a. Medical - Medical leaves of absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption. 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.
 - b. Personal - Leaves of absence without pay for purposes other than medical/disability may be granted at the discretion of the Fire Chief with approval of the Board of Fire Commissioners.
 - i. 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 Chiefs discretion. However, in all cases where a leave in excess of ninety (90) calendar days is requested, Vacation accrual must first be exhausted.
 - ii. Personal leaves of absence without pay may be granted for a maximum of six (6) months.
4. Effect of Leave of Absence without Pay on Employee Benefits
 - a. 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.

- b. 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.
- c. 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.
- d. Upon notifying the District of his/her intention to return to employment, an Employee shall be reinstated to his/her original job.
- e. 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.

5. Procedures and Responsibilities

- a. Employee - Employees seeking a leave of absence are required to:
 - i. Notify the Fire Chief as far as possible in advance of the need for a leave of absence.
 - ii. Obtain and complete an "Absence Request" form and submit it for approval to the Fire Chief (forms available from Human Resources or Supervisor).
 - iii. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc. (if applicable).
 - iv. If approved during the leave, maintain contact with the District regarding prognosis and/or possible return date. Notify supervisor at earliest possible date of intended date of return.
 - v. 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.
- b. Supervisor- The Employee's Captain will review the "Absence Request" and forward it to the Fire Chief with his/her recommendation/comments.
 - i. The Fire Chief will review and act upon a request for leave of absence in consideration of the following factors:
 - 1. The purpose for which the leave is requested;
 - 2. The length of time the Employee will be away; and

3. The effect the leave will have on the ability of the District to carry out its responsibilities.
 - ii. The Fire Chief may approve a leave of absence without pay of five (5) calendar days or less.
 - iii. A leave of absence without pay over five (5) calendar days must have recommendation from the Fire Chief and Human Resources Director and be approved by the Board of Fire Commissioners.
 - iv. Approved requests are forwarded to the Human Resources Department for appropriate disposition.
 - v. The Captain will ensure that a properly coded time sheet is submitted biweekly to the Finance Division during the duration of the approved leave.
 - vi. The Fire Chief may approve twenty-four (24) hours of leave to an Employee for emergency leave, without loss of any accrued time.

ARTICLE 41: INCENTIVE PAY

1. Employees will be granted incentive pay as follows:

Incentive Category	Annual Incentive Pay Rate
Applied Associates Degree in Fire Science	2.5% of annual base pay
Current Hazmat Technician Level Certification (maximum of 6)	2% of annual base pay
Technical Rescue Technician (maximum of 6)	2.5% of annual base pay
Current Instructor Certification	2.5% of annual base pay
1. CPR and First-Aid Instructor	
2. Fire Fighter Instructor	
3. EMS Instructor	

2. Employees are eligible to receive incentive pay for all four (4) categories for a total of no more than ten percent (10%) of annual base pay in annual incentive pay.
3. Employees are eligible to receive incentive pay for only one (1) Current Instructor Certification subcategory. Incentive pay for instructor Certification will not be compounded for those Employees having multiple Instructor Certifications.
- a. Employees who receive incentive pay for Current Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each calendar year. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision.
 - b. Employees who receive incentive pay for Current CPR/First Aid Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each calendar year. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision.
4. The purpose of incentive pay is to encourage the maintenance of certification that is in addition to the minimum qualifications of the Employee's Job Description. Recertification in each category and/or subcategory is the responsibility of the Employee. Employer shall allow Employees to attend recertification training while on duty as staffing permits. Employer shall pay three days maximum of overtime training, not to exceed ten (10) hours per day, for HM Technicians to attend one skills refresher and two drills per calendar year.

ARTICLE 42: PROBATION

1. Definitions

"Date of hire" is the first day actually worked in a job class.

"Date of promotion" is the first day actually worked in a job class with a higher rate of pay.

2. Probationary Period

- a. Probationary periods are considered as a continuation of the selection process and apply to all appointments. All classifications covered by this Agreement shall undergo a probationary period of twelve (12) months (2,080 hours for 8hour Employees and 2,912 hours for line Employees). An Employee who is promoted shall serve a twelve (12) month (2,080 hours for 8-hour Employees and 2,912 hours for line Employees) probationary period.
- b. Vacation, Sick Leave, and Holidays will count towards the Probationary period. Catastrophic Leave, leaves of absence without pay, Suspension, or other separations shall not be considered working time. Newly hired probationary employees shall not be authorized to use Vacation or Sick Leave during their first 6 months of employment without prior authorization from the Fire Chief.
- c. Prior to the completion of the probationary period, the Fire Chief shall notify the Employee that the probationary period is being extended under this section and the length of the extension. Employees whose probationary period is extended under this section must meet the minimum hours required.
- d. An Employee who is not rejected prior to completion of the probationary period shall acquire regular status automatically.

3. Rejection during Probation

- a. The Fire Chief or his/her designee may terminate (reject) a probationary Employee at any time during the probationary period without cause or right of appeal.
- b. The Fire Chief or his/her designee shall notify the Employee in writing that s/he is rejected during probation. No reasons for the action are necessary.
- c. An Employee who was promoted to a vacant position with a higher pay grade and was rejected during the probationary period must be restored to the position from which s/he was promoted provided that s/he has

completed twelve (12) months of continuous service with the Fire Department.

- d. An Employee who is serving a probationary period as the result of a promotion may, for a six-month period from date of promotion, voluntarily demote to the position from which s/he was promoted. Such voluntary action on the part of the Employee does not require a showing of cause by the Fire Chief or his/her designee.

ARTICLE 43: DURATION

1. This Agreement shall become effective July 1, 2014, and shall continue until June 30, 2017, except as otherwise provided below.
2. Except as provided herein, 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 its intent to open the Agreement as provided in Section 4.
3. Pursuant to NRS 288, this Agreement or any provisions herein may be automatically reopened for additional, further, new, or supplemental negotiations upon 30 days written notice by the Employer during periods of fiscal emergency severe enough in their impact to cause a revenue shortfall of greater than or equal to five percent (5%) below budgeted taxation revenues within the preceding fiscal year.
4. If either party desires to negotiate changes in any Article or Section of this Agreement, it shall provide the notice required by NRS 288.180.
5. 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.
6. If the parties have not reached an agreement within ten (10) workdays after the fact finder's 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 the decision to the parties.
7. The impartial fact finder and the binding arbitrator shall be from the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Services (FMCS). The Union and the District agree to solicit a list of seven (7) professional neutrals with public sector experience from the AAA or FMCS and alternately strike names from such list until one name remains. That remaining person so selected shall serve as arbitrator. For the first arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. All hearings shall be conducted according to AAA or FMCS rules.
8. 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.
9. All parties agree to re-open if any PERS increases are incurred and said increases shall be negotiated.

ARTICLE 44: ADA/AA/ADEA

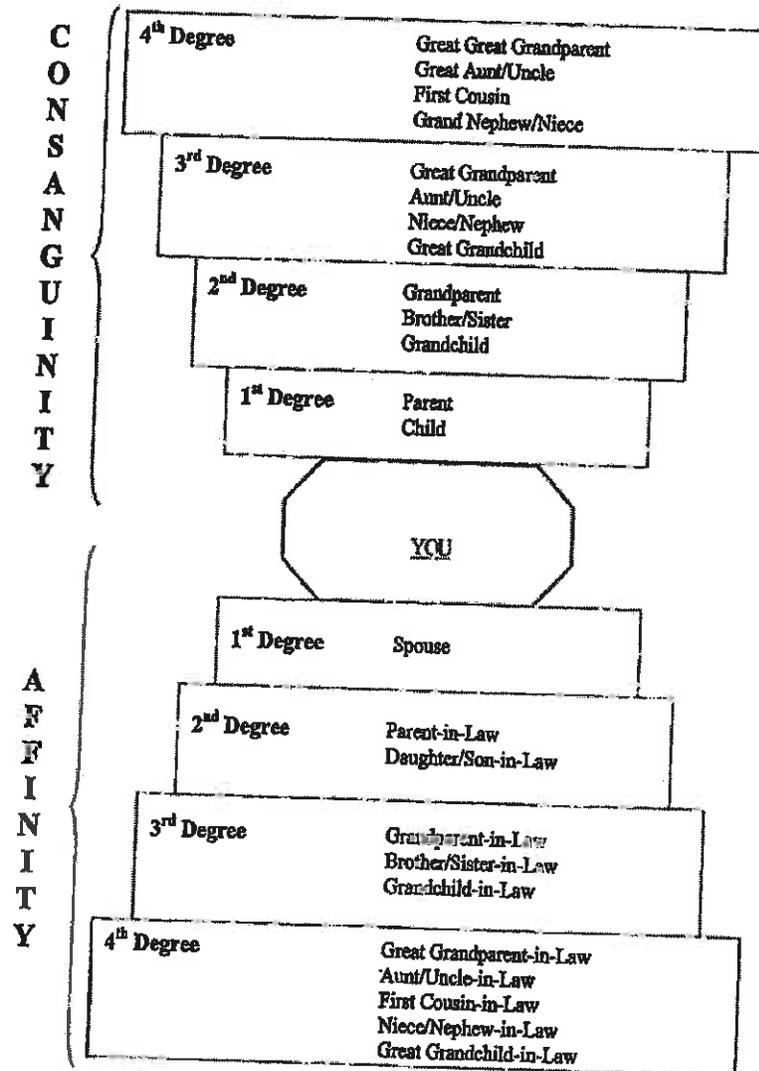
1. It is recognized that the Employer must comply with the statutory provisions of the Americans with Disabilities Act as Amended (ADAAA) and the Age Discrimination in Employment Act (ADEA). However, in complying with the provisions of the ADAAA or ADEA, the Employer shall not violate any Federal or State statute, Local ordinance or the terms of this Agreement.

2. Should the Employer have reasonably been expected to have knowledge of or be required to change any current policy or practice in order to comply with the provisions of the ADAAA/ADEA, the Employer will provide the Union notice as soon as possible prior to its implementation, unless otherwise ordered by a court or administrative tribunal of competent jurisdiction.

ARTICLE 45: HABITABILITY OF STATIONS

1. The Employer shall at all times maintain the stations in a habitable condition. A station is not habitable if it substantially lacks one or more of the following:
 - a. Effective waterproofing and weather protection of roof and exterior walls and doors.
 - b. Plumbing facilities which conform to applicable law when installed and which are maintained in good working order.
 - c. 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 Employer.
 - d. Adequate heating facilities which conform to applicable law when installed and are maintained in good working order.
 - e. Electrical lighting, outlets, wiring and electrical equipment which conformed to applicable law when installed and are maintained in good working order.
 - f. Floors, walls, ceilings, stairways and railings maintained in good repair.
 - g. Ventilating, air conditioning, and other facilities and appliances maintained and in good repair.
 - h. Ranges for meal preparation and dish washers for sanitation purposes. Said appliances shall be maintained in good repair.
 - i. Sleeping mattresses shall be replaced on a rotational schedule at the end of their useful life or warranty period as indicated thereon, or after three years if no useful life or warranty is indicated thereon. The period of time in which a station is left dormant or is not in operation shall be credited toward the life of the sleeping mattresses in that station. Credit toward the useful life of those mattresses shall be counted in months.
2. In the event that repairs and/or maintenance beyond that which is commonly performed by Employees become necessary, the Employer shall perform or otherwise arrange for the performance of such repairs and/or maintenance. Employer shall perform or arrange for the performance of remodeling as needed to maintain station in good repair and in habitable condition.
3. The District shall budget no less than \$4,500.00 per fiscal year for tentative station and living improvements that fall into the following categories.
 - a. Prior to March 1st of every year, a District and Union representative will meet to establish a list of needed items to be purchased for the new fiscal year.

APPENDIX A: CONSANGUINITY/AFFINITY CHART



Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships.

SIGNATORIES TO AGREEMENT

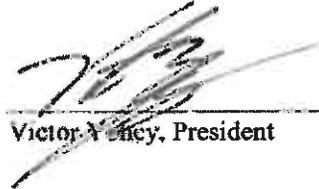
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Dated this ____ day of, 2014

STOREY COUNTY FIRE PROTECTION DISTRICT

STOREY COUNTY FIRE FIGHTERS' ASSOCIATION, IAFF LOCAL 4227


Marshall McBride, Chairman


Victor Yancy, President

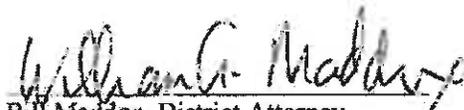

Lance Gilman, Vice Chairman


Roy Thomsen, Vice-President


William "Bill" Sjovangen, Commissioner

APPROVED AS TO FORM:

Attest By:


Bill Maddox, District Attorney


Vanessa Stephens, Storey County Clerk/Treasurer