Collective Bargaining Agreement

Between

Tahoe Douglas Fire Protection District

And

Local 2441 IAFF

For The Period
June 26, 2016 thru June 30, 2019

PREAMBLE

This Collective Bargaining Agreement (Agreement)) is entered into by and between the Tahoe Douglas Fire Protection District, hereinafter referred to as the EMPLOYER, and the Tahoe Douglas Firefighters, Local 2441, hereinafter referred to as the UNION.

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

The effective date of this contract is June 26, 2016 through June 30, 2019.

Signed:

Tahoe Douglas Fire Protection District / Tahoe Douglas Firefighter Association Local 2441

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Witnessed the 16 day of June 2016

By Ben Shaut By _____

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DIVISION I LEGAL

ARTICLE 1
RECOGNITION

SECTION 1-Union recognition

The Employer recognizes the Union as the exclusive bargaining agent for all eligible Employees of the Fire District per Nevada Revised Statutes (NRS) Chapter 288. The Contract shall exclude all part-time Employees.

An Employee will be considered as a probationary Employee until he/she has completed one (1) year of employment. The one (1) year period shall begin upon assignment to a shift. A first year probationary Employee may be terminated at the discretion of the Employer, and such termination shall not be subject to the grievance and arbitration provisions of Division 1, Article 8.

ARTICLE 2
DURATION OF AGREEMENT

SECTION 1-Duration of agreement

The effective date of this three-year contract is June 26, 2016 through June 30, 2019 per NRS 288. When the contract is due for renewal, salary and five (5) articles may be opened for negotiation by each side, plus any other articles mutually agreed upon. All appropriate date changes will be made in addition to these articles in both cases.

ARTICLE 3
SAVINGS CLAUSE

This agreement is intended to comply with the Federal Fair Labor Standards Act (FLSA). All amendments with regard to FLSA were reached by mutual understanding and agreement.

This agreement is the entire agreement between the parties, terminating all other prior agreements, arrangements, and practices during the term of this agreement. The Employer shall from time to time meet with the Union to discuss its views relative to the administration of the agreement. Further discussions may take place upon request by the Union.
Should any provisions of this agreement be found in contravention of any Federal or State Law, such particular provisions shall be null and void but all other provisions of this agreement shall remain in full force and effective until otherwise canceled or amended.

Upon such decision to nullify or void any article found in contravention of Federal or State Law, renegotiation of such article or articles shall commence within thirty (30) days following that decision.

If an agreement is not reached between the Union and the Employer for the next fiscal year, the existing agreement will remain in effect and valid until a new agreement is reached by both parties, or by the arbitration process, in accordance with NRS 288.

The Employer agrees not to sell or convey or cause to sell or convey or otherwise transfer or merge its operations to or with a new Employer without first securing an agreement with the successor to assume the Employer's obligations until the expiration of this agreement.

The District agrees to meet and negotiate with the Union over the impacts and effects of any decision to contract, subcontract, consolidate or transfer its operation(s) to a successor Employer or agency. Nothing in this Article prevents the District from making the decision to contract, subcontract, consolidate or transfer its operation(s) to a successor Employer or agency.

ARTICLE 4
MANAGEMENT RIGHTS

SECTION 1-Rights of management

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 rights 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 money, subject to paragraph (v) of subsection 2, of NRS 288.150.
c) The right to determine:
    1. Appropriate staffing levels and work performance standards, except for safety considerations;
    2. The content of the work day, including without limitation work load factors, except for safety considerations;
    3. The quality and quantity of services to be offered to the public; and
    4. Safety of the public.

SECTION 2-Emergency rights

Notwithstanding the provisions of any collective bargaining agreement negotiated, a local government Employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder.

Those 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 must not be construed as a failure to negotiate in good faith.

SECTION 3-Responsibility to community

The Employer shall have ultimate right and responsibility as the local government agency to manage its operation in the most efficient manner, consistent with the best interests of all its citizens, taxpayers, and Employees.

SECTION 4-Negotiation outside of mandatory bargaining

The Employer may, but is not required to, negotiate matters which are outside the scope of mandatory bargaining.

ARTICLE 5
EMPLOYEE RIGHTS

Any benefit now existing may not be reduced below its present level, whether such benefit is the subject of the contract or established custom of the Employer; except that any such benefit shall be subject to negotiation and may be eliminated, reduced, or increased as a result of such negotiations.

ARTICLE 6
STRIKES AND LOCKOUTS

Neither the Union nor any Employee covered by this Agreement will promote, sponsor or engage in any strike, stoppage of work, absence from work upon any pretext of 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.

ARTICLE 7
NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any Employee in accord with NRS 233.010 and Federal Laws.

ARTICLE 8
GRIEVANCE PROCEDURE

SECTION 1-Definitions

Grievance: A disagreement in the application, interpretation, or enforcement of the terms of this agreement. All other complaints or matters may be pursued in accordance with subsection 4 of this article.
Grievant: the Employee and/or Union Representation bringing the grievance.
District: the Fire District or its representative.

SECTION 2-Grievance procedure

Every effort will be made to adhere to the specified time lines. Exceptions can only be granted by mutual written agreement.

Members of the Union can present a grievance while on-duty provided it does not disrupt the workday.

Most disagreements can be resolved without going through the grievance process. All members are encouraged to attempt to resolve any dispute on an oral basis beginning with the immediate supervisor and progressing through the chain of command. If the dispute cannot be resolved to the satisfaction of the Employee, the Employee may institute the written grievance process.

Step 1: The Grievant shall advise the Grievance Committee and the Fire Chief in writing within seven (7) calendar days of becoming aware of the grievance issue and that a grievance has been initiated. The Grievant and a member of the Grievance Committee will schedule a meeting with the Fire Chief as soon as possible. At the meeting with the Fire Chief, all accumulated documentation relating to the grievance will be presented and time will be allowed for the Fire Chief to interview the Grievant. The Fire Chief will have seven calendar days to respond, in writing, to the Grievant and Grievance Committee with a decision. If the Grievant or Grievance Committee is not satisfied with the decision, he/she/they may proceed to Step 2.

Step 2: The Chairperson of the Board for Tahoe Douglas Fire District will be notified by the Grievance Committee that an unresolved contract grievance is pending and has proceeded to Step 2. The Chairperson shall agendize a hearing at the first Board meeting that is at least three (3) weeks but no longer than 45 calendar days in the future.

The Grievance Committee and the Fire Chief or his/her designee will present written briefs detailing the grievance to the Board no less than seven (7) days prior to the Board meeting. The Board may interview involved parties at the scheduled meeting. The Board, after the hearing, will render its decision at that time.

Step 3: If the Grievant or Grievance Committee and the Board have still not reached resolution, they may, by mutual agreement, seek a Federal Mediator for mediation. If both parties agree, mediation will be binding. If the decision is not binding, step 4 may be used.

Step 4: Within seven (7) calendar days from the receipt of the mediator's determination, should the Grievant, upon consultation with the Grievance Committee or Board wish to pursue the matter, arrangements shall be

made to submit all findings and correspondence to binding arbitration as set forth by the Laws of the State of Nevada.

a) An arbitrator shall be selected from a list of seven (7) names supplied by the American Arbitration Association by alternately striking names from the list with the Union striking the first name. The arbitration shall be conducted under the rules of the American Arbitration Association.
b) The findings of the arbitrator shall be final and binding on all parties concerned.
c) The cost of arbitration shall be born as follows:
    1. The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred, such as professional services, consultations, preparation of briefs, and data to be presented to the arbitrator, shall be born separately by the respective parties.
    2. 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 requested to specify costs.
    3. The cost of a court reporter and the original transcript will be borne by the party requesting them. In the event an arbitrator requests a court reporter and the original transcript, the cost shall be borne by the losing party.
d) In case of discipline, the arbitrator's authority shall be limited to the written charges against the member.

SECTION 3-Grievance Committee disclosure

The Union shall provide the Employer with the names of the three (3) members of the Grievance Committee.

SECTION 4-Informal process

Nothing contained herein shall preclude any Employee with or without representation from bringing a problem, not covered herein, through the chain of command to the Fire Chief and then to the Board of the Tahoe Douglas Fire Protection District on an informal and oral basis.

ARTICLE 9
DISCIPLINARY PROCEDURE

Whenever possible, discipline should be progressive (e.g.: verbal reprimand, written, etc.) An officer may discipline a member of their crew, which may include suspension without pay up to two (2) shifts or forty-eight (48) hours, if warranted.

Only the Fire Chief or his/her designee may impose discipline involving a longer suspension without pay, demotion, or termination. Such disciplinary action is subject to the following procedures:

a) Written notice, or letter, describing the Employee's violation or charges, etc. what action was taken or proposed and the reason for such action.
b) The right of the Employee to respond either orally or in writing to the officer imposing such discipline.
c) The Fire Chief shall review all disciplinary action and when finding in favor of the Employee will reinstate the Employee with full back pay and benefits.
d) That the Employee may be entitled to a hearing before an arbitrator in accordance with the established grievance procedure.
e) These pre-removal procedures do not affect the ability of the Employer to use the probationary period to determine an Employee's suitability for the job.

No material written for the purpose of discipline or correcting an Employee's actions will be placed in that Employee's file without the Employee's signature or a witness' signature that the subject matter was discussed with the Employee.

If an Employee is not suspended for forty-eight (48) hours without pay on the discovery of their violation, a fourteen (14) day written notice must be provided to the Employee announcing any suspension without pay.

ARTICLE 10
REDUCTION IN FORCE

SECTION 1 Seniority-Reduction in force

In the case of a personnel reduction, the Employee with the least Fire District seniority shall be laid off first. The Employee with the next least Fire District seniority shall be laid off next and so on up the list. No new Employee shall be hired until the laid off Employee has been given the opportunity to return to work. An Employee who is returned to their position after a layoff would retain previously accrued sick leave and seniority.

An employee laid off due to reduction in force shall have re-hire rights for up to 3 years from the lay-off date. Order of re-hire will be in reverse order of lay-offs, based on persons meeting qualifications of the open position.

Employees who have been laid off due to a reduction in work force shall provide their current address and phone number to the Tahoe Douglas Fire Protection District if they wish to be contacted in the event a position should become available for reemployment.

Employee or designated representative shall respond in writing to certified mail within ten (10) business days after receipt of notification that a position of employment is available. If no response is received within (10) days by the Tahoe Douglas Fire Protection District that individual will forfeit reemployment.

SECTION 2-Rank demotion

If any staffing reduction leads to an Employee's demotion in rank, the most recently promoted Employee of any rank will be the first to be demoted. The Employee will be demoted to the rank he/she held immediately prior to promotion.

DIVISION II BENEFITS

ARTICLE 1
LIABILITY INSURANCE

The Employer shall provide public liability and medical malpractice insurance protection covering the Employees of the Fire District.

ARTICLE 2
GROUP INSURANCE

SECTION 1-Insurance benefits

The Employer agrees to provide group health, life, disability, and accidental death and dismemberment insurance to all Employees and group health insurance to qualified retirees and COBRA participants.

Unless otherwise negotiated, the Employer agrees to provide a medical plan with a high deductible H.S.A. and a PPO option; $3000 individual deductible 80%/Rx; $6000 family deductible, 80%/Rx, with a max out of pocket over deductible of: individual $2000, family of $4000 with no lifetime maximums.

The Fire District will make deposits to the HSA as follows:

Employees and qualified retirees as the single classification will have $2220 deposited into their Health Savings Account, Employees and qualified retirees insured as two party classifications will have $4440 deposited into their Health Savings Account, and the family classification will have $3960 deposited into their Health Savings Account. Retirees qualified as less than 100% will have the stipulated percentage deposited.

Deposits for fifty percent (50%) of above stipulated amounts will be made on the first business day of July and the first business day of January of each year. The Fire District will pay all Health Saving Account bank expenses.

The District's Flexible Spending Plan (FSP) will be transitional to maintain compliance with IRS rules governing HSA and FSP use.

If the participant is covered on the Fire District PPO plan, a monthly contribution deduction as described below will be processed through payroll or PERS.

Monthly:

Employees only deduction	-$40.00;
Employees + 1 deduction	-$80.00;
Employees + Family deduction	-$120.00;

An Employee who adds a qualified dependent that causes their status to change from one-party to two-party during the policy year shall have the balance of the two-party HSA contribution funded on an as-needed basis for the remainder of the policy year, upon receipt of an explanation of benefits.

The Employer shall select two (2) members of management and the Union shall select two (2) members of the Union to serve on the Insurance Advisory Committee. Both management and union will mutually agree on a selection of one retiree and one alternate retiree to serve on the Insurance Advisory Committee annually. If for any reason the retiree position/s cannot be filled, the Insurance Advisory Committee will continue business without their representation. The Insurance Advisory Committee shall be responsible for benefit selection and provisions of the health care coverage. Any changes shall be subject to the negotiations process.

The District will pay the initial ten percent (10%) of any premium increase over the preceding year for employees and retirees covered by the PPO and HMO plans. After that, any increase greater than shall be shared as follows: Employees and retirees will pay for any premium increase greater than 10% and up to a maximum of 20%. Should the total increase exceed 20%, then either the District or the Union may renegotiate the total compensation if either party so requests.

The District will pay for any insurance premium increase in excess of the District's premium cost contribution for the first 10% for employees and retirees with Health Savings Accounts (HSA). The Employee or retiree will pay for any insurance premium increases greater than 10%, up to a maximum of 20%, through a deduction from the District's annual contribution to the employee's HSA account, if there is no annual contribution to the employee's or retiree's HSA account, due to prior insurance increases, the employee's or retiree's portion of the increase will be realized through payroll deduction. Should the total increase exceed 20%, then the total compensation may be renegotiated if either party so requests.

Any contribution by the employee will be considered partial payment of aforementioned premiums. In the event of an insurance premium decrease, the Union may renegotiate HSA contributions for any decrease in excess of 10%.

SECTION 2-Retiree Benefit Schedule

Employees hired before June 1, 2003 will be subject to the following insurance benefit package.

Subject to the stipulation described hereafter, the Employer agrees to pay for Group Health Care insurance coverage for all qualified retirees who retire on or after July1, 1999, and the Employees' legal spouse at the time of retirement. The Employer agrees to pay 100% of the monthly insurance premium and the two-party HSA contribution for a qualified retiree with twenty (20) years of service and the retiree's spouse.

Stipulation:

- 19 years limited to 90% of the combined monthly premium and HSA contribution
- 18 years limited to 80% of the combined monthly premium and HSA contribution
- 17 years limited to 70% of the combined monthly premium and HSA contribution
- 16 years limited to 60% of the combined monthly premium and HSA contribution
- 15 years limited to 50% of the combined monthly premium and HSA contribution
- Less than 15 years of service – No district subsidy

A retiree may request that the District apply the combined subsidy primarily to the monthly premium with any remaining balance applied to the HSA.

The Employer's payment of retiree and spouse health insurance coverage shall begin when the retired Employee attains the age of fifty (50) years provided the Employee is qualified as stated above.

Employees hired on or after June 1, 2003 will be subject to the following insurance benefit package.

Subject to the stipulation hereafter, the Employer agrees to pay for Group Health Care insurance coverage for all qualified retirees who retire on or after June 1, 2023. The Employee's legal spouse at time of retirement may also qualify. The Employer agrees to pay 100% of the monthly premium and two-party HSA contribution for a qualified retiree with twenty five (25) years of service and the retiree's spouse.

Stipulation:

- 24 years 100% of employee's monthly premium/ 80% of spouse's monthly premium and 90% of the two-party HSA contribution
- 23 years 100% of employee's monthly premium/ 60% of spouse's monthly premium and 80% of the two-party HSA contribution
- 22 years 100% of employee's monthly premium/ 40% of spouse's monthly premium and 70% of the two-party HSA contribution
- 21 years 100% of employee's monthly premium/ 20% of spouse's monthly premium and 60% of the two-party HSA contribution
- 20 years 100% of employee premium and single party HSA contribution
- Less than 20 years, No district subsidy

A retiree may request that the District apply the combined subsidy primarily to the monthly premium with any remaining balance applied to the HSA.

The Employer's payment of retiree and spouse health insurance premium shall begin when the retired Employee attains the age of fifty five (55) years provided the Employee is qualified as stated above.

The Employer's responsibility for retiree insurance coverage will terminate for the retired Employee upon the retiree's death or attaining Medicare age and for the retiree's spouse upon the spouse's death, attaining Medicare age or upon dissolution of the marriage between the retiree and his or her spouse, whichever occurs first.

The following applies to all qualified retirees:

Enrollment status will be "limited to" and "identified as" the legal spouse and /or legal dependent/s at the time of retirement. No additional spouses/dependents will be covered under the District's allowance agreement after the Employee retires.

If an otherwise qualified Employee retires before age fifty (50) or fifty five (55) as stipulated above, the Employee may remain on the District's current group health policy by paying premiums out of pocket until age fifty (50) or fifty five (55).

All qualified insurance retirees/spouses who reach Medicare eligible age sixty five (65) will be required to move to Medicare. The Employer will be financially responsible for all Medicare Part A premiums due for each Medicare qualified participant. Medicare B premiums will be the financial responsibility of every Medicare participant. Any penalties incurred as a result of mandatory timelines required for Medicare Part-D enrollment will be the financial responsibility of the participant.

The Employer will contribute $225.00 per month into a health reimbursement account (HRA) in each participant's name starting with the month the participant is enrolled. Future premium increases to supplements Part D and F will be applied to this dollar amount, not to exceed five percent (5%) of total each year.

Any participant who is a percentage qualified retiree will have their corresponding pro-rated percentage amount deposited in the HRA.

The Employer's responsibility for retiree insurance coverage will terminate for the retired Employee upon retiree's death and for the retiree's spouse upon the spouse's death or upon dissolution of the marriage between the retiree and his or her spouse.

This benefit was initiated in lieu of a two percent (2%) increase in fiscal year 2000-2001.

SECTION 3-Life Insurance bonus

Any Employee who does not use more than one (1) shift of sick leave or does not have an on-the-job injury requiring a workers' compensation claim during the fiscal year will have $1,000

added to the face value of his/her life insurance policy. The additional life insurance benefit shall be funded from the District's General fund.

SECTION 4-Cafeteria Plan

The Employer agrees to offer a cafeteria plan to all bargaining unit Employees providing the annual financial impact to the Health Insurance fund does not exceed $7,500.00.

ARTICLE 3
SENIORITY LIST

SECTION 1-Seniority list

The Union and Employer agree that a seniority list showing the date of hire and the date of the last promotion shall be established and brought up-to-date annually and made available to all Employees.

SECTION 2-Seniority affected by leave

Seniority shall not be broken by annual leave, sick leave, suspension, or any leave(s) without pay. Any Employee on a leave of absence of more than thirty (30) days will not accrue any additional seniority, but will retain all previously accrued seniority.

SECTION 3-Accrual of seniority

Seniority shall be determined by continuous service in the Fire District, calculated from the date of employment. Continuous service shall be broken only by resignation, discharge or retirement. Seniority between two (2) or more new Employees of equal rank shall be determined by their entrance exam scores for the purpose of placing them on the seniority list. When an Employee is promoted and their hire date is the same as other Employees of their previous rank, the Employee who has been promoted shall be placed higher on the seniority list.

ARTICLE 4
VACANCIES AND PROMOTIONS

SECTION 1-Internal hiring

All vacancies and promotions within the District shall be filled by members of the District should they meet the requirements of the position prior to the promotion becoming available.

SECTION 2-Promotional Process

a) A reference list that may be used for studying purposes (if available) will be posted ninety (90) calendar days prior to the exam.

b) Competitive tests shall consist of written, practical, oral and/or assessment lab. Announcements for promotional examinations shall be posted in each fire station sixty (60) calendar days prior to the closing date for applications. Applications received after the closing date will not be considered.
d) All results of tests given in-house will be posted within five (5) working days and will be kept confidential by the test proctors until posted. All applicants will be notified of their final score and their relative standing. The period of eligibility of the promotional list shall be for three (3) years, at which time all applicants must re-test and re-establish their eligibility.
e) An Employee shall serve a minimum probationary period of twelve (12) months. If, during that period, the Employee fails to perform satisfactorily the duties of the new position, they will be permitted to return to their original position without loss of seniority in their prior rank.
f) Engineer and Captain promotional exams will be given no less than every three (3) years unless mutually agreed upon by both parties and will be staggered up to nine (9) months. To allow for candidate test preparation, only one (1) testing period can be open at a time with the Engineer exam preceding the Captain exam.

SECTION 3-EOD

All EOD appointments and assignments are at the discretion of management and are not considered promotions. Therefore, they will not be subject to this article.

ARTICLE 5
RETIREMENT

The Employer and Union agree that all employees shall participate in the State of Nevada's Public Employees Retirement System (PERS) and in accord with Nevada Revised Statutes (NRS). It is also agreed that in accord with NRS 286.421 (3) (a) (1), that any increase in the contribution shall be shared equally between the Employer and the Union Members.

DIVISION III CONDITIONS
ARTICLE 1
OCCUPATIONAL SAFETY AND HEALTH

SECTION 1-Joint Safety Committee

A joint Union/Employer Occupational Safety and Health Committee shall be established comprised of not more than three (3) representatives from the Union plus the Union President and all members of staff. The Union shall submit the names of their representatives within thirty (30) days of the implementation of this contract.

SECTION 2-Committee meetings

The Committee will meet at least quarterly. Additional meetings may be called by either Chairperson for the purpose of inspecting, investigating, and reviewing health and safety conditions concerning Employees including Engine Company staffing levels and resource allocation. The Committee or any of its representatives shall submit to the Fire Chief and the Union President reports concerning safety and health conditions of the Employees.

Nothing in this article shall alter or reduce management's rights as specified in Division I, Article 4 of this agreement.

SECTION 3-Fitness recommendation

The Committee shall review and make written recommendations for the implementation of a systematic physical fitness program.

SECTION 4-Drug and Alcohol policy

The Employer and the Union agree to adhere to and follow the Drug and Alcohol-Free Workplace Policy as amended.

The District and the Union agree to the language, processes, procedures, actions, and outcomes related to discipline contained in the TDFPD Drug and Alcohol-Free Workplace Policy. Any changes to this policy that affects employee discipline will be agreed to by the District and the Union.

ARTICLE 2
HOURS

SECTION 1-7K exemption

In an effort to meet the Federal Fair Labor Standards Act (FLSA) as it applies to firefighters, the Employer and the Union jointly declare the FLSA 7K exemption for all line personnel (FF, FF/PM, ENG, and Captains).

SECTION 2-Work period

Twenty-four (24) hour shift schedule will be on a forty-eight (48), ninety-six (96) hour shift rotation.

Any transfers of a member from one shift to another should not occur on any cycle that would cause the member to work back to back ninety-six (96) hour work periods. If this cannot be achieved the member shall be offered a twenty-four (24) hour overtime shift within the work period and will be excluded from the OT rotation.

Any personnel covered by this agreement may be assigned by mutual agreement to a schedule other than twenty four (24) hour shifts on a limited basis and receive full compensation to allow participation in special assignments based on District needs.

SECTION 3-Consecutive shifts

Shift personnel shall not be on duty for more than three (3) consecutive twenty four (24) hour shifts without at least twenty four (24) hours off before returning to duty. It is the Employee's responsibility to comply with this article and still be available to work regularly scheduled shifts.

Complying with this article will not cause hours to be added to the overtime list as is the current policy.

Exceptions to this article will be made for emergency incidents and scheduled training of eight (8) hours or less. In addition, when unusual circumstances occur, a chief officer may approve an exception.

SECTION 4-40 hour

All forty (40) hour Employees work week will be Monday-Friday, 0800-1700.

ARTICLE 3
BULLETIN BOARDS

The Employer agrees to furnish and maintain space for suitable bulletin boards as presently provided in each station to be used by the Union. These bulletin boards will be for posting bulletins.

DIVISION IV LEAVE
ARTICLE 1
COURT LEAVE

SECTION 1-Jury/Witness duty

Any Employee called to serve on jury duty or as a witness, excluding as a defendant or plaintiff, on a normally scheduled work day shall receive their regular pay and shall refund jury duty pay (less travel expense paid by the court) to the District. The District shall retain the right to petition any party issuing a subpoena for reimbursement of Employee cost to the District.

SECTION 2-Jury duty release

Those persons called but not selected to serve on jury duty or as a witness shall report back to work when excused or when court is adjourned for the day.

SECTION 3-Fire District court cases

Employees will receive their regular rate of pay while on duty when required to appear as a witness or defendant for Fire District associated court cases. The Employee shall receive overtime at time and one half of their regular pay, when required as a defendant or witness for Fire District associated cases, while off duty.

ARTICLE 2
HOLIDAY

SECTION 1-District Holidays

The following holidays are those which shall be recognized and observed by the Fire District.

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Nevada Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving (Family Day)
Christmas Day

SECTION 2-Holiday pay

The Employer agrees to pay each Employee required to work twenty four (24) hour shifts four (4) percent of his/her base salary.

ARTICLE 3
LEAVE OF ABSENCE

SECTION 1-Military Leave

Military Leave shall be granted in accordance with the provisions of the Nevada State Law.

SECTION 2-Child Birth Leave

In the event of the birth of an Employee's child, the Employee can use accumulated sick leave and/or vacation time and may apply for a Leave of Absence under Section 3 or 5 of this article. Two (2) consecutive shifts of sick leave may be granted immediately following the birth of an Employee's child and will not affect bonus shift status.

SECTION 3-Leave of Absence

The Fire Chief may grant an Employee a Leave of Absence without pay or accrual of seniority and sick leave. Such Leave of Absence shall not exceed one (1) year. The Employee must make such request in writing setting forth the reasons for the request. Upon expiration of such approved Leave of Absence, the Employee will be reinstated to the position held at the time the leave was granted. Failure of the Employee on Leave of Absence to return to duty at its expiration shall be cause for dismissal. The Employer agrees to pay Group Insurance Premiums during any thirty (30) day Leave of Absence without pay.

SECTION 4-Sick leave/Seniority

Accrued sick leave and seniority shall not be lost as a result of a leave without pay.

SECTION 5-Federal Family and Medical Leave Act (FMLA)

Employees who qualify for benefits covered in the FMLA of 1993 shall be eligible for a maximum of twelve (12) weeks leave, without pay, during a twelve (12) month period.

Employees shall be eligible for sick leave, without pay, when they qualify for any of the following situations:

a) The birth or adoption of a child of the Employee, or the care of a child who has a serious health condition.
b) The care of a parent or spouse of an Employee who has a serious health condition.
c) An Employee with a serious health condition which makes an Employee unable to perform the functions of his or her position.

If an Employee chooses to request leave under FMLA for Section #5a, they shall first use the procedures set forth in Division IV, Article #3, Section #2 (Child Birth Leave) or Division IV, Article #6, section #4 (Emergency Sick Leave for family illness). Any time off used by an Employee that is covered under these two articles/sections shall be deducted from the twelve (12) week leave without pay allotment.

If an Employee chooses to request leave under the FMLA for Section #5b, they shall first use the procedures set forth in Division IV, Article #3, Section #4 (Emergency Sick Leave for family illness). Any time off used by an Employee that is covered under Division IV, article #6, Section #4 shall be deducted from the twelve (12) week leave without pay allotment.

Employees off work on leave covered by FMLA shall not be eligible for Overtime pay or Emergency Call Back pay.

If an Employee's need for leave, covered under FMLA is foreseeable, the Employee shall provide thirty (30) days advance notice to the Fire Chief.

When an Employee requests leave for personal sickness or to care for a sick family member, a doctor's certification is required reporting each of the following items:

a) Date of commencement of serious health condition;
b) Probable duration of condition;
c) "Appropriate medical facts" about condition;
d) If leave for Employee's own illness, a statement that Employee "is unable to perform the functions of the position";
e) If leave for care of sick family member, a statement that Employee is needed for such care;
f) For intermittent care:
    1. Dates of expected treatment; and
    2. Duration of expected treatment.

The Fire Chief may request a second opinion if he/she "has reason to doubt the validity" of certification. The Fire District bears the expense of the second opinion and has the right to designate or approve the physician, except that it cannot be a provider "employed on a regular basis by Employer." If the second opinion differs from the certification offered by the Employee, the Fire Chief may request a third opinion. Employee and District must agree on the third opinion provider and the District pays the costs. The third opinion is binding on the Employee and Employer.

If the need for the leave involves planned medical treatment or supervision, the Employee must make reasonable efforts to schedule the leave to avoid disruption of the Fire District's operations, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

When an Employee is off work under the provision of FMLA, he or she shall be eligible to remain on the Fire District's Group Health Insurance Policy. Insurance Premiums shall be paid by the Fire District. If the Fire District has paid the Employees premiums during the absence of the Employee, the Fire District may require the Employee to pay back the cost of the premiums should the Employee fail to return from FMLA leave. Such premium endorsement shall be deducted from the Employee's final pay check as permitted under the FMLA.

Employees off work on FMLA leave shall not accrue sick leave and vacation time. Seniority shall be maintained as described in Division II, Article 3, Section 2.

DEFINITIONS:
FMLA broadly defines "son or daughter" as a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis who is under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self-care because of mental or physical disability. FMLA also broadly defines a "parent" as a biological parent of the child or an individual who stood in loco parentis to a child when the child was a son or daughter. FMLA defines "spouse" as a husband or wife.

A "serious health condition" is defined as an illness, impairment or physical or mental condition which involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment supervision by a health care provider.

ARTICLE 4
ON THE JOB INJURY AND/OR IN THE LINE OF DUTY

SECTION 1-On the Job Injury absence/transitional duty

When an Employee is absent due to an on-the-job-injury for a period up to thirty (30) calendar days from the date of injury, they will receive compensation equal to their salary on acceptance of their claim by the current Industrial Insurance carrier. During this period, the Employee shall not forfeit any accrued benefits.

If, after the expiration of thirty (30) calendar days the Employee is still unable to work, they may elect to utilize accrued sick leave and accrued vacation (after sick leave is expended) to supplement their Industrial Insurance payments. Should the Employee choose not to supplement their Industrial Insurance payments, they may request a leave of absence from the Fire District.

It shall be the Employee's obligation to notify the attending physician that "transitional duty" with "Specified Physician Limitations" for on-the-job-injuries can be made available. If such duty is assigned, the Employee shall continue to receive all compensation and benefits attached to their regularly assigned position.

SECTION 2-On the Job Injury criteria

Employees shall be entitled to the following on-the-job-injury benefits based on these criteria:

1. The injury must be sustained while performing assigned duties during emergency situations, i.e., fires, vehicle accidents, rescues, Haz-Mat incidents, etc.
2. The Employee must be following all prescribed safety policies and procedures, i.e. wearing full protective clothing and equipment when necessary; using tools and equipment properly; and generally exercising prudent care while performing any functions on the emergency ground. Remember: Safety takes precedence over tactical efficiency.
3. Injuries sustained while getting on or off apparatus, removing or replacing tools and equipment in an unsafe manner, not using protective clothing and equipment provided, or generally not exercising due care under the conditions existing are examples that would not be covered under this section.
4. If there is any question as to whether or not an injury is covered under this section, the claimant must present their case, preferably with witnesses, to the Employer's Occupational Safety and Health Committee. This committee shall consist of not more than three (3) staff and three (3) Union members, excluding the Fire Chief and the Union President. If a two-thirds majority of the committee agrees to accept or deny the claim that will be deemed to be the final decision.
5. If a two-thirds majority cannot agree, then the case would proceed to an appeals board consisting of the Fire Chief, the Chairman of the Board, and the Union president. Their decision would be final and binding.

When an Employee is eligible at the same time for benefits under chapter 616 or 617 of NRS (Industrial Insurance and Occupational Disease Acts) and for sick leave benefits, they shall not

be required to use accrued sick leave for the period during which the State Industrial Insurance System or Occupational Disease Act benefits are being received.

Any Employee who suffers a job-connected injury or illness meeting the above criteria for which benefits are paid under 616 or 617 of NRS and such injury prevents said Employee from performing their normal full time duties, the Employer shall pay full salary to the Employee for a period of up to but not exceeding a cumulative of ninety (90) consecutive calendar days immediately following the date of injury and the Employee shall continue to accrue all benefits. During the ninety (90) day period, the Employee shall not forfeit any accrued sick leave, provided the Employee returns any industrial insurance pay to the Employer, exclusive of reimbursement or payment of hospital or medical expenses.

Subsequent to the ninety (90) day period in the above paragraph the Employee may, at the option of the Employee, apply for and receive accrued sick leave during the course of such disability. The amount of sick leave benefits paid to such Employee for any pay period shall not exceed the difference between their normal salary and amount of any industrial insurance benefit received.

When accrued sick leave has expired and the Employee is still unable to work, they may utilize their accumulated vacation leave. The amount of vacation leave benefit paid to such Employee for any pay period shall not exceed the difference between their normal salary and the amount of industrial insurance benefits received during which period the Employee shall receive full compensation from the Employer, provided they return industrial insurance compensation to the Employer.

If at any time subsequent to the date of the on-the-job injury the Employee's physician feels that they can return to work in a "transitional duty" position without aggravating their current injury, the Employer may make available such "transitional duty" work taking into account any "Specified Physician Limitations." If such duty is assigned, the Employee shall continue to receive all compensation and benefits attached to their regularly assigned position. The work schedule for the "transitional duty" will be assigned at the discretion of the Employer.

SECTION 3-On the Job Injury/shift trade

An Employee scheduled to work a shift as a trade, who is unable to work due to an on-the-job injury, shall have the option of: cancelling the trade, finding another Employee to work the trade, use vacation or sick leave.

ARTICLE 5
SHIFT TRADING

SECTION 1-Shift Trade Criteria

When an Employee wishes to trade a work period with another Employee, the following criteria shall be followed:

a) In order to qualify under FLSA section 7(p), an agreement between individuals employed by a public agency to substitute for one another at their own options must be approved by the agency. This requires that the agency be aware of the arrangements prior to the work being done, i.e.: the Employer must know what work is being done, by whom it is being done, and where and when it is being done. Approval is manifest when the Employer is aware of the substitution and indicates approval in whatever is the customary manner. Customary Manner Defined: Trade Form F-28 must be completed and be approved by the proper company officer and submitted to the Duty Chief for approval no less than twenty four (24) hours before the trade is to take place or on Friday before 17:00 hours for trades on Sundays and Mondays.
b) Upon approval of such trades, they become regularly scheduled work periods and Employees are obliged to work that time.
c) If a member trades with another and he or she is ill, sick leave may be used. If an employee is Trade Present (TP) and calls in sick the following will occur:
    - In accordance with FLSA laws the sick leave will be deducted from the Trade Off (TO) employees sick balance
    - The sick time used will not affect the Trade Off (TO) employee's bonus shifts
    - The Trade Present (TP) employee will lose one 24-hour bonus shift per instance.

SECTION 2-Trade Restrictions

The following trade restrictions shall apply:

a) No Employee on sick leave will be permitted to work for another Employee.
b) Shift trading privileges will commence for a first year probationary Employee at the completion of the probationary period. The Fire Chief or designated representative may grant exceptions.
c) All trades must involve a minimum duration of two (2) hours.
d) Employees may substitute work periods only if they work in the same capacity.
e) Employees who wish to alter previously approved substitution time periods must withdraw the initial trade form and resubmit trade forms noting the new substitution times traded.

SECTION 3-Special Cases

If an on duty Employee wishes to substitute any of that time they are working on that shift and has not submitted a trade form in the customary manner (24 hours prior to the trade taking place) that Employee must:

a) Contact their supervisor for prior approval.
b) Submit the trade form in the customary manner, excluding the twenty-four (24) hour requirement, to the duty chief prior to the substitution taking place.
c) If the duty chief is not in his/her office to receive the trade form, the Employee wanting the trade shall contact the duty chief via phone and make arrangements for submitting the trade form.

ARTICLE 6
SICK LEAVE

SECTION 1-Sick Leave Accrual

All Employees shall be entitled to sick and disability leave with pay which may be cumulative from year to year not to exceed 2,160 hours for the twenty four (24) hour shift Employee and 1,440 for the eight (8) hour Employee.

Twenty four (24) hour shift Employees:

Sick leave shall accrue at the rate of sixteen (16) hours per month.

Eight hour (8) Employees:

Sick leave shall accrue at the rate of ten (10) hours per month.

SECTION 2-Doctor's Release

A doctor's release or medical clearance may be required by the Fire Chief to return to work following any absence from duty exceeding twenty four (24) hours due to illness or injury. The Fire Chief reserves the right to select the appropriate physician. The cost for such release shall be paid at the District's expense. Such release must state the Employee's ability to perform his regular Fire District duties.

SECTION 3 - Funeral Leave

Up to six (6) days or four (4) shifts of sick leave may be used by a member in the event of a death or imminent death of a member of their immediate family. Immediate family shall be defined as: mother, father, sister, brother, children, spouse, in-laws and grandparents. Imminent death will be logged as emergency vacation until death occurs within the contract year.

Bonus shifts will not be affected by use of sick leave for attending funerals of family and relatives as defined above.

SECTION 4 - Emergency Sick Leave for Family Illness

Up to four (4) 8 hr days, or two (2) 24 hr shifts, of emergency sick leave per year may be used for the purpose of arranging for family care in cases of "Extreme Illness".

The determination of "Extreme Illness" shall be made by the attending physician. The duty chief shall be informed by the physician's office immediately via telephone, with written notice given to the duty chief upon the Employee's return to work.

If a family member is not being attended to by a physician, the illness will not be considered "Extreme". Attending to well children while another member of the family is ill or recuperating is not authorized use of sick leave.

Bonus shifts will not be affected by emergency sick leave for family illness.

SECTION 5 - Child Birth Leave

Employees can use accumulated sick leave and/or vacations for Child Birth Leave and may apply for a Leave of Absence under Section 3 or 5 of Article 3 of this Division. Two (2) consecutive shifts of sick leave may be granted immediately following the birth of an Employee's child and will not affect bonus shift status.

SECTION #6 – Sick Leave Incentive

The Employer agrees to pay each Employee Sick Leave Incentive Pay as follows:

a) After the twenty-four (24) hour Employee has accumulated 1440 hours, the Employer will pay for 1/3 of the unused sick leave accumulated during that fiscal year. Bonus shifts shall be figured in the sick leave incentive calculation. The balance of the unused sick leave will be credited to the Employee's account provided it does not exceed a total of 2,400 hours. A maximum of 2,160 hours will be carried into the next fiscal year. 2,160 hours will be the maximum for purposes of calculating 100% buy out at termination. Hours which exceed 2,160 at termination shall be compensated at 50% (fifty percent). Such payment shall be made on the second payday in July.
b) After the eight (8) hour Employee has accumulated 960 hours, the Employer will pay for 1/3 of the unused sick leave accumulated during the fiscal year. Bonus shifts shall be figured in the sick leave incentive calculation. The balance of the unused sick leave will be credited to the Employee's account provided it does not exceed a total of 1,560 hours. A maximum of 1,440 hours will be carried into the next fiscal year. 1,440 will be the maximum for calculating 100% buy out at termination. Hours which exceed 1,440 at termination shall be compensated at five percent (5%). Such payment shall be made on the second payday in July.
c) When the twenty four (24) hour Employee has exceeded 2,160 hours of accumulated sick leave and the forty (40) hour Employee has exceeded 1,440 hours of sick leave, the Employer shall pay for one-half the unused sick leave earned during the fiscal year including bonus shifts.
d) Upon separation or death, each Employee or their heirs shall be paid for 100% of their accumulated sick leave exceeding the amounts of 960 hours for the twenty four (24) hour Employee or 600 hours for the eight (8) hour Employee.

SECTION #7 – Bonus Sick Leave

If an Employee does not make use of their sick leave in the fiscal year and they have passed their initial 12 month probation, they will accrue four (4) additional sick days or two (2) shifts. When an Employee uses only one sick leave shift/day during the fiscal year, they will accrue one additional "Bonus" sick leave shift/day.

SECTION #8 – Random Sick Leave Use

Random use of sick leave exceeding ninety six (96) hours will result in the loss of trade privileges for the remainder of the fiscal year. Any use of sick leave that is accompanied by a doctor's excuse will not be calculated into the ninety six (96) random hours used. After an

Employee has used seventy two (72) hours of random sick leave they may be counseled by their chief officer and immediate supervisor. The Battalion Chief will review the reason for the random use of sick leave and determine if it was valid. The Battalion Chief may reduce the Employee's random use hours should they determine the random use was valid.

ARTICLE 7
UNION BUSINESS

SECTION 1 – Union Time

The Union shall be granted time off, not to exceed 168 hours per year, to perform their Union functions including attendance at conventions, conferences and seminars without loss of pay or any accrued leave. Such leave shall not exceed one (1) member per shift at any time and shall provide a minimum of twenty four (24) hours notice.

SECTION 2 – Negotiation Committee Time

All members of the Negotiating Committee shall be allowed time off for all meetings which shall be mutually set by the Employer and the Union, without loss of pay or accrued leave. The Negotiating Committee shall not exceed five (5) members.

SECTION 3 – Grievance Time

All Union members of the Grievance Committee or the Union members seeking a settlement through the Grievance Procedures shall be granted time off for all meetings without loss of pay or any accrued leave. Said meetings shall be set at a time mutually agreed upon with the Employer and the Union.

SECTION 4 – Grievance Observation

Any Union official of Local #2441, on their own time, may visit any station at any reasonable time to observe conditions related to a grievance.

SECTION 5 – Safety and Health Committee Time

All Union members of the Occupational Safety and Health Committee shall be allowed time off for all meetings which are mutually set by the Employer and the Union without loss of pay or accrued leave.

SECTION 6-Honor Guard

The Union shall be granted time off, not to exceed one-hundred sixty-eight (168) hours per fiscal year for honor guard activities. These activities include but are not limited to training, refreshers, funerals, promotions, graduations or any other activity related to Honor Guard. Honor Guard activities will be mutually agreed upon between the Union President and the Fire Chief or their designees. Twenty-four hours notice is required to use leave for Honor Guard activities.

The costs of any Honor Guard activities conducted at the request of the District will be borne by the District and will not be deducted from the 168 hours. Costs include coverage for time off, overtime and any travel related expenses where applicable.

ARTICLE 8
VACATION

SECTION 1 – Vacation Accrual

Vacation is accrued from July 1st to June 30th of each year and credited to the Employee's account for use the following year on July 1st. No Employee will be eligible for vacation until they have completed one (1) year of service.

Twenty four (24) hour shift Employee:

YEARS OF SERVICE	SHIFTS	VACATION PERIODS
More than 1 year Less than 5 years	**6**	**3**
More than 5 years Less than 8 years	**7**	**4**
More than 8 years Less than 10 years	**8**	**4**
More than 10 years Less than 13 years	**9**	**5**
More than 13 years Less than 15 years	**10**	**5**
More than 15 years Less than 20 years	**11**	**6**
More than 20 years	**12**	**6**

Eight (8) Hour Employees:

YEARS OF SERVICE	SHIFTS	VACATION PERIODS
More than 1 year Less than 5 years	**10**	**N/A**
More than 5 years Less than 15 years	**15**	**N/A**
More than 15 years	**20**	**N/A**

SECTION 2 – Vacation Carry Over

A maximum of ninety six (96) hours of unused vacation time may be carried over into the next fiscal year. Unused vacation time at the end of each fiscal year exceeding ninety six (96) hours will become void and will be lost.

SECTION 3 – First year of employment

During the first year of employment of any Employee, vacation shall accrue but no vacation may be taken during this period.

SECTION 4 – Deceased Employee Vacation Pay Out

Any Union Member who dies is entitled to have any accumulated vacation paid out to the deceased's beneficiary in an amount equal to the accrued vacation multiplied by the daily salary or wage exclusive of overtime. For the purposes of this section, the deceased's beneficiary shall be the beneficiary designated by the employee within their trust on file with the District. If no trust is on file the beneficiary shall be the person named as beneficiary for the deceased PERS benefit.

SECTION 5 – Vacation Selection

Employees shall select vacation periods based on department seniority. Each vacation period shall be selected in order of seniority.

The number of vacation periods allowed will be utilized for "Original" scheduling of vacation. If, after the original vacation selection process is completed an Employee wishes to change their vacation, they may do so as long as the days are open without regard to the number of splits. The splits are for the purpose of selecting original vacation only.

If an Employee picks vacation shifts on the holidays of July 4th, Thanksgiving, or Christmas and then elects to change, the next senior Employee shall be given the first choice of vacated days.

SECTION 6 – Vacation Buyout

Any member who so indicates at the time vacation is scheduled, may elect to be paid for one (1) or two (2) shifts at their regular rate of pay in the first payroll period of July in lieu of taking such vacation. Such payment will be made on the second payday in July.

SECTION 7 – Summer Vacation Restriction

A maximum of one member per shift shall be on scheduled vacation during the month of July. A maximum of two members per shift may be on scheduled vacation otherwise.

For the purposes of determining the maximum number of employees on vacation, an employee on compensatory time shall be considered in this number. If the vacation maximum has been reached due to any combination of vacation and compensatory time, then a second vacation may be taken if the shift can be covered. Under no circumstance shall there be more than two employees on vacation per shift.

SECTION 8 – Emergency Vacation

Emergency vacation is available when an unforeseen situation or incident occurs preventing the Employee from being at work. The Employee must contact the Duty Chief to request approval for the use of emergency vacation. Emergency vacation will not be used to circumvent Section 7 of this article. The maximum number allowed off for scheduled vacation will not affect requests for emergency vacation. At the Fire Chief's discretion, accrued vacation days from the coming fiscal year may be used for emergency vacation. Emergency vacation days used in lieu of sick leave cannot be borrowed from the coming fiscal year.

SECTION 9 – Vacation Payout

When employment terminates, the Employee shall be paid for any unused, accrued vacation time at his/her regular rate of pay. Hours/days of vacation will be prorated to the nearest hour using the Employee's current rate of vacation accrual.

When an employee terminates employment with the Fire District, the Employee shall be paid for any unused, accrued vacation at his/her rate of pay. Vacation hours will be prorated to the nearest hour based upon the Employee's current rate of vacation accrual.

If the employee wishes to carry over vacation hours from the previous fiscal year to the next fiscal year for the purpose of receiving compensation, they shall provide the Fire Chief, written notice of their intent to retire. This notice shall specify the date they will retire and number of hours they wish to carry over into the fiscal year of their retirement. If the employee does not retire within the fiscal year identified as their retirement year in their Intent to Retire notice, then any vacation hours carried over from the previous fiscal year will be forfeited.

SECTION 10 – Injury/Vacation Payout

Should an Employee become injured on the job and unable to return to work to use their scheduled vacation prior to the end of the fiscal year, the unused hours will be paid at straight time or carried over for the use into the next fiscal year. The means of defrayal will be at the discretion of the Fire Chief.

ARTICLE 9
COMPENSATORY OVERTIME

Section 1 - Compensatory Overtime

Any employee who is not in their first year of employment with the District, and who earns overtime may choose to take that time as compensatory hours. The compensatory hours shall be calculated at one and one half (1 ½) hours for each hour of overtime worked. The time accrued may be split between compensatory hours and regular overtime pay and the employee must notify the battalion chief, in writing, which option they have chosen before the conclusion of their overtime shift. A maximum of 120 hours of compensatory time may be carried at any time during the fiscal year.

An employee who wishes to use compensatory hours shall advise the battalion chief at least 24 hours in advance of the requested time off. If two or more personnel are scheduled to be off duty during the requested day(s), then time off will only be granted if coverage for the time off can be established. Vacancies exceeding more than three on a shift or two on a shift in the month of July shall be approved in advance by the Fire Chief. If there are less than two personnel off during the requested period or one in the month of July, then the compensatory time request will be handled consistent with vacation leave requests. Compensatory time must be taken at a minimum rate of eight (8) hours or more and in accord with any restrictions or other provisions as set forth in the Collective Bargaining Agreement.

Section 2 - Compensatory Time Payout

A maximum of 48 hours may be carried over into the next fiscal year. At the close of the final pay period in June, any hours exceeding 48 will be paid out at the employee's current pay rate as of that pay period. Additionally, the employee may elect to receive payment for any portion of the remaining 48 hours, also to be paid out at the employee's current pay rate as of the last payday in June.

If an employee wishes to turn in his/her comp time for pay during that fiscal year, he/she may do so by advising the battalion chief in writing prior to the close of the next pay period. Such payout will be in increments of a maximum of 24 hours per pay period.

When employment terminates, the Employee shall be paid for any unused, accrued compensatory time at his/her regular rate of pay. Compensatory time hours will be rounded to the nearest quarter (1/4) hour.

Section 3 - Emergency Compensatory Time

Emergency compensatory time is available when an unforeseen situation or incident occurs preventing the Employee from being at work. The Employee must contact the Duty Chief to request approval for the use of emergency compensatory time. Emergency compensatory time will not be used to circumvent Section 1 of this article. The maximum number allowed off for scheduled vacation will not affect requests for emergency compensatory time.

Section 4 - Compensatory Time Re-opener

The District and the Local agree to open Division IV, Article 9 at the conclusion of one fiscal year, or June 30th, 2017, to evaluate the following criteria:

1- Financial impact to the District
2- Sick leave use
3- The ability to fill short shifts (10 hours or less)

Should any of the above mentioned criteria be deemed detrimental, any changes will be mutually agreed upon to address the identified issue. At no time will this article be revised to reflect levels lower than the previously negotiated Division IV, Article 9 from the previous contract,

Collective Bargaining Agreement between Tahoe Douglas Fire Protection District and Local 2441 IAFF for the Period July 1, 2014 thru June 30, 2016. Conversely, should both parties agree that the above three criteria were not adversely affected; Division IV, Article 9 of this agreement shall remain unchanged for the duration of this agreement.

DIVISION V WAGES AND OTHER MONEY ITEMS

ARTICLE 1
LONGEVITY

SECTION 1 – Longevity Plan

A longevity plan shall apply to all Employees of the bargaining unit of the Fire District.

SECTION 2 – Longevity pay

Employees are eligible for longevity pay after completing sixty (60) months of uninterrupted service with the Fire District. Compensation will be paid at one-half percent (.5%) of base salary for every year of service to a max of twelve and one-half percent (12.5%) (I.e. 12 years = 6% of base salary). Compensation of longevity will begin with the person's hire date and be paid on the paycheck in the payroll period following their hire date annually or prorated to termination date. Any hire date which is July 1 or after and is in a previous year payroll period will be paid in the first payroll period of the next fiscal year.

SECTION 3 – Leave of Absence

The Employee on approved Leave of Absence shall not lose time accrued for computing longevity pay.

SECTION 4 – Deceased Employee Longevity Payout

Any Union Member who dies is entitled to have any accumulated longevity paid out to the deceased's beneficiary in an amount equal to the accrued longevity multiplied by the daily salary or wage exclusive of overtime. For the purposes of this section, the deceased's beneficiary shall be the beneficiary designated by the employee in the trust on file with the District. If no trust is on file, the beneficiary shall be the person named as beneficiary for the deceased's PERS benefit.

ARTICLE 2
MILEAGE ALLOWANCE

Employees required to use their private automobiles (use of motorcycles is prohibited while on duty) for approved Fire District business outside of the District, will be reimbursed at the per mile rate set by the IRS.

ARTICLE 3
REGULAR OVERTIME AND EMERGENCY OVERTIME

SECTION 1 – Rate Definitions

Definitions:

- **Base rate:** The member's annual wage at their step divided by their annual working hours. Forty (40) hour per week equals two-thousand and eighty (2080) annually and twenty-four (24) hour shift equals two-thousand nine-hundred and twelve (2912) annually.
- **Regular Rate:** Base rate plus factored incentives remunerated per FLSA
- **Incentives:** Special skills incentive, Tahoe Basin living incentive, Uniform Incentive, Educational Incentive, Holiday Incentive, Out of Class incentive & Longevity incentive
  - Longevity calculation for remuneration shall be based on two-thousand nine-hundred and twelve (2912) de-annualized over 26 pay periods
- **Half Rate:** Regular rate divided by two (2)

SECTION 2 – Overtime

For all members who meet the statutory definition of "employees in fire protection activities" contained in 29 CFR section 203 (y) and are able to engage in their duties are 29 CFR section 207(k) members. Overtime for such members is that time worked which exceeds the one-hundred and six (106) hour threshold within the fourteen (14) day FLSA work period.

All overtime hours, as defined above, shall be compensated at base plus half rate. Overtime should be paid in the same paycheck covering the pay period in which the overtime was earned. Overtime will be paid in ¼ hour increments. For example 1 hour and 15 minutes will be represented as 1.25 hours.

SECTION 3 – Hold over

When an Employee is held over for more than quarter (¼) of an hour beyond their normally assigned shift, they shall receive compensation for the period they are retained commencing at the conclusion of their normally assigned shift.

SECTION 4 – Emergency Duty

Whenever a member, enrolled in Nevada PERS prior to June 30, 2008:

- Has had a break in service, and
- Is requested to return to duty with less than twelve (12) hours notice. They shall be offered a minimum of two (2) hours call back pay at their overtime rate. In the event the situation requiring initiation of Call Back is mitigated prior to the two hours being worked, the employee will be offered the opportunity to leave and be compensated for only the hours worked. In the event that the call back time happens less than two hours prior to the employee's regularly scheduled shift, the employee will be compensated for the time worked prior to the shift.

For Employees enrolled in Nevada PERS on or after July 1, 2008, call back pay is defined as compensation earned for returning to duty after a member has completed his/her regular shift and is requested to return to duty with less than twelve (12) hours notice to respond to an emergency, except for any member who is:

- Called into work while on standby status
- Not required to leave the premises where he/she is residing or located at the time of notification in order to respond or
- Called back to work if the work begins one (1) hour or less before or after his/her scheduled work shift

For employees enrolled on or after January 1, 2010 call back pay is defined as compensation earned for members returning to duty within twelve (12) hours after one's regular working hours to respond to an emergency. As used in this policy, "emergency" means sudden, unexpected occurrence that is declared by the governing body or chief administrative officer of the public employer to involve clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property.

ARTICLE 4
PAYROLL DEDUCTIONS

The Employer agrees to deduct from the paycheck of each Employee who has signed an authorized payroll deduction form.

ARTICLE 5
SPECIAL SKILLS INCENTIVE

SECTION 1 – Incentive Pay

a) Employees who maintain Emergency Medical Technician Intermediate (EMT-I) certification, skill competence and meet District standards shall receive an incentive pay of two and one half percent (2.5%) of base salary. Management reserves the right to limit the number of available funded positions.
b) Employees who are assigned to the EOD team shall receive an incentive pay of five percent (5%) of base salary. Management reserves the right to limit the number of available funded positions.
c) Employees who maintain Haz-Mat Technician certification, skill competence, and are a recognized member of the Quad County Haz-Mat team, shall receive an incentive pay of two percent (2%) of base salary. Management reserves the right to limit the number of available funded positions.
d) An engineer or captain who maintains their paramedic certification shall receive an incentive pay of two and one half percent (2.5%) of their base salary.
e) Paramedics designated as Field Training Officers (FTO's) shall receive a three percent (3%) base pay increase only when assigned to a shift and working with an Employee requiring an FTO. Management reserves the right to designate the FTO and to limit the number of FTO's. To receive FTO incentive, the designated FTO must work at least fifty

percent (12 hours) of their shift with the Employee requiring an FTO. Management reserves the right to decide which Employees require an FTO.

ARTICLE 6
TAHOE BASIN LIVING INCENTIVE

To encourage District Employees to live within the Tahoe Basin snow closure boundaries there will be a monthly basin incentive pay. Those Employees residing within the snow closure boundaries of Echo Summit, Luther Pass, Emerald Bay, Spooner Summit, and the top of Kingsbury will receive two and half percent (2.5%) of base pay. This Article does not apply to those Employees residing in the District's Fire Stations. Employees may be required to provide proof of an established residence.

ARTICLE 7
UNIFORM ALLOWANCE

SECTION 1 – Protective Gear

All protective clothing and protective devices required for members in the performance of their duties shall be furnished by the Employer.

All protective clothing and protective devices shall meet or exceed the NFPA requirements for protective clothing for structural firefighting.

SECTION 2 – Uniform Allowance

The Employer shall pay each line Employee one and one half percent (1.5%) of base salary for upkeep and maintenance of said uniforms.

SECTION 3 – Uniform Change

In the event of a change in uniform, those members affected will be required to comply with such changes within one year.

SECTION 4 – Eyewear Reimbursement

The Employer shall reimburse Employees up to a maximum of $100.00 for the repair or replacement of prescription eyeglasses lost or damaged during the performance of their duties, providing such loss is not covered by insurance. Employees must submit immediate notice in writing to their duty chief officer after any loss or damage, and then submit suitable receipts for the reimbursements. The Employer will not be liable for repair or replacement when damage is due to Employee negligence. The Employee shall submit in writing, including names of witnesses, to the Fire Chief or their designee, the circumstances surrounding the accident.

ARTICLE 8
WORKING OUT OF CLASSIFICATION

SECTION 1- Acting Battalion Chief

Whenever any Firefighter, Firefighter/Paramedic, Engineer, or Captain who works as an Acting Battalion Chief for any period of a shift, they shall receive ten percent (10%) in addition to their regular pay at the time such work is performed, calculated to the nearest quarter (1/4) hour.

SECTION 2 – Acting Captain

Whenever any Firefighter, Firefighter/Paramedic, or Engineer who works as an Acting Captain for any period of a shift, they shall receive ten percent (10%) in addition to their regular pay at the time such work is performed, calculated to the nearest quarter (1/4) hour.

SECTION 3 – Acting Engineer

Whenever any Firefighter/Paramedic works as an Acting Engineer for any period of a shift, they shall receive two and one half percent (2.5%) in addition to their regular pay at the time such work is performed, calculated to the nearest quarter (1/4) hour.

Whenever any Firefighter works as an Acting Engineer for any period of a shift, they shall receive ten percent (10%) in addition to their regular pay at the time such work is performed, calculated to the nearest quarter (1/4) hour.

ARTICLE 9
EDUCATIONAL INCENTIVE

SECTION 1 – Fire Officer Level I

Employees who submit or provide documentation of completion of an approved Fire Officer Level I series and meet the annual educational requirements shall receive an additional two percent (2%) of their intended monthly base pay. The two percent (2%) compensation in this section may not be added to compensation in Section 2, 3 and 4 of this article. The maximum education compensation paid to Employees in any case is nine percent (9%) of their base pay.

SECTION 2 – Certificate of Achievement

Employees who have achieved a Certificate of Achievement in Fire Science and meet the annual educational requirements shall receive an additional three percent (3%) of their monthly base pay.

SECTION 3 – Associate's Degree

Employees who have achieved an Associate's degree in Fire Science and meet the annual educational requirements shall receive an additional four percent (4%) of their monthly base pay, in addition to Section 2 of this article. For Employees who have achieved an Associate's Degree after July 1, 2013, only degrees conferred by regionally accredited institutions will be recognized.

SECTION 4 – Bachelor's Degree

Effective July 1, 2013, Employees who have achieved a Bachelor's Degree from a regionally accredited institution in Fire Administration, Fire Prevention Technology, Public Administration, Business Management, EMS Management, Management or Emergency Management and meet the annual educational requirements shall receive an additional two percent (2%) of their monthly base pay, in addition to Section 2, 3, 4 of this article.

SECTION 5 – Incentive Pay Maintenance

Annual maintenance of the Fire Science Incentive Pay will include: One minimum three (3) semester/four (4) quarter unit accredited Fire Science course or general education course toward Fire Science or Fire Administration degree, any approved three (3) semester/four (4) quarter unit accredited college course that may further the knowledge or career development of the Employee, or a total of thirty two (32) hours of approved seminars. Seminars may be Fire Service or Management oriented, but must receive prior approval by the Fire Chief for application to the program. Each Employee will be personally responsible for maintaining their educational incentive eligibility obligation at their own expense. Approved classes taken while on duty shall apply toward annual maintenance. The Employer will make every effort to get on duty personnel to classes given within the District. Staffing levels will be a priority as determined by the duty chief when determining which Employee(s) may attend these classes.

SECTION 6 – Proof of Education

Employees wishing to be compensated in the month they successfully acquire a certificate or degree, must submit a letter of intent prior to the budget year in which they will qualify in. Intent must be filed before May 31st of the preceding budget year or compensation will not occur until the following budget year.

SECTION 7 – Certificate of Achievement in Fire Service

Nevada recognition for "Certificate of Achievement in Fire Service" for the purpose of qualifying for educational incentives may be granted when the applicant can show successful completion of certified courses equal to the Lake Tahoe Community College "Certificate of Achievement in Fire Science."

SECTION 8 – Incentive Lapses

When an individual fails to submit certificates for annual educational incentive maintenance (each June 30) such incentive pay shall cease. Individuals who allow their incentives to lapse will be required to make up all annual courses or seminars from the point of lapse before achieving reinstatement of incentive pay.

SECTION 9 – District Tuition Assistance

The District agrees to provide tuition to each Employee covered by this agreement for a minimum of one (1) class per fiscal year. The class must be approved by the Fire Chief or his/her designee prior to enrollment. Approval of the class shall be determined by the applicability of the class to the employee and the District and costs to the District.

ARTICLE 10
SALARY

SECTION 1 – Salary schedule conditions

The salary schedule will apply in the following conditions:

a) Step increases are contingent on successful completion of each year of employment.
b) The successful completion of the probationary year shall be documented by a letter from the Employee's supervisor recommending removing the Employee from probationary status. Firefighter/Paramedic will be paid at these rates as long as they maintain all state requirements and remain state certified.

A FF/Paramedic who wishes to return to the position of firefighter only, shall make such request in writing to the Fire Chief a minimum of six (6) months prior to a requested change taking place. A request may be approved by the Fire Chief if funds are available to train and qualify a District firefighter as a replacement, or appoint a qualified individual from the District's hiring eligibility list.

SECTION 2 – COMPLIANCE WITH FLSA

The district FLSA work cycle will be calculated on a fourteen (14) day cycle. Per 29 CFR section 553.230 overtime compensation is required for all hours worked in excess of the maximum hour's standards for a fourteen (14) day work period of one-hundred and six (106) hours

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

- Vacation leave
- Sick leave
- Military leave
- Administrative leave with pay
- Compensated family medical leave
- Compensated childbirth leave

- Compensated bereavement leave
- Worker's compensation leave
- Compensatory leave
- Union leave
- Compensated Jury duty

On the pay period transition date of 6/26/16, there will be a one-time retroactive back payment (pay date of July 1, 2016) to all members who were assigned to the twenty four (24) hour shift within the two (2) year statute of limitation for unpaid overtime compensation due to a non-willful FLSA miscalculation. The back pay will be equal to 347 hrs at ½ rate of the employees current 112 hr. pay rate. Members who have left the local between the dates of June 26, 2014 to June 26, 2016 will be compensated for the hours owed to them based on hours worked while members of the union.

On the same pay date B shift employees will be compensated for 13/14 of 112 hrs (104 hrs) in order to adjust for the work and pay cycles changing to a Sunday 0800 cut off date as stated in Article 10, Section 3.

SECTION 3 – Work Cycles

The declared work cycle (or period) for the Tahoe Douglas Fire Protection District for 7K exempt firefighters will be fourteen (14) days.

Payday for all personnel will be every other Friday. The close of the payroll period will be at 0800 hours on the Sunday preceding payday.

SECTION 4 – Step Raise

Upon recommendation of the Fire Chief, while maintaining a satisfactory performance evaluation, an Employee shall be eligible for a step raise upon the successful completion of probation and one (1) year following a previous step raise or promotion until top step is reached.

SECTION 5 – Pay Adjustments

All pay adjustments shall begin on the first day of the next payroll period.

SECTION 6 – Job Descriptions

The Employer shall maintain job descriptions. Any Employee may, on request, look through these descriptions. The Employer will provide each Employee with their job description that will be signed by the Employee and maintained in their personnel file.

SECTION 7 – Paycheck Distribution

Employee paychecks will be placed in sealed envelopes for all Employees.

SECTION 8 – Renegotiation of Wages

Whenever Consolidated Tax (CTX) revenues fail to meet State of Nevada estimates, wages will be renegotiated. At any time during a multi-year contract, after the first year, the State Legislature alters the tax structure that affects District revenue by more than five percent (5%) wages may be renegotiated.

APPENDIX

APPENDIX A

Effective June 26, 2016 Employee salaries shall reflect an increase of three (3) percent.

June 26, 2016 Pay Scale:

	1	2	3	4	5	6
FF	$ 48,205	$ 50,615	$ 53,146	$ 55,803	$ 58,594	$ 61,523
FF/P	$ 54,989	$ 57,738	$ 60,625	$ 63,656	$ 66,839	$ 70,181
ENG	***	$ 57,738	$ 60,625	$ 63,656	$ 66,839	$ 70,181
CAP	***	$ 65,553	$ 68,831	$ 72,273	$ 75,886	$ 79,680

*****Step #1 of the "2016 Wage Scale" will be removed on June 25th, 2017*****

Effective June 25, 2017 Employee salaries shall reflect an increase of two (2) percent.

June 25, 2017 Pay Scale:

	1	2	3	4	5
FF	$ 51,628	$ 54,209	$ 56,919	$ 59,765	$ 62,753
FF/P	$ 58,893	$ 61,837	$ 64,929	$ 68,176	$ 71,585
ENG	$ 58,893	$ 61,837	$ 64,929	$ 68,176	$ 71,585
CAP	$ 66,864	$ 70,207	$ 73,718	$ 77,405	$ 81,274

Effective June 24, 2018 Employee salaries shall reflect an increase of two (2) percent.

June 24, 2018 Pay Scale:

	1	2	3	4	5
FF	$ 52,661	$ 55,294	$ 58,058	$ 60,961	$ 64,009
FF/P	$ 60,071	$ 63,074	$ 66,228	$ 69,540	$ 73,017
ENG	$ 60,071	$ 63,074	$ 66,228	$ 69,540	$ 73,017
CAP	$ 68,201	$ 71,611	$ 75,192	$ 78,952	$ 82,899