AGREEMENT

BETWEEN

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

AND

TRUCKEE MEADOWS FIRE FIGHTERS ASSOCIATION, I.A.F.F. LOCAL 3895

2014 - 2018

#6

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ARTICLE 1 – PREAMBLE

A. This agreement is entered into by and between the Board of Washoe County Commissioners as ex-officio Board of Fire Commissioners for the Truckee Meadows Fire Protection District, hereinafter referred to as the "District", and Truckee Meadows Fire Fighters Association, I.A.F.F. Local 3895, hereinafter referred to as the "Union". This agreement sets forth the full and entire agreement between the parties.

B. It is the purpose of this agreement to achieve and maintain harmonious relations between the parties, to provide for equitable and peaceful adjustment of disputes, which may arise over the interpretation and application of this agreement, and to establish fair and equitable standards of wages, hours, and other conditions of employment.

C. The Union and District will act in good faith and with a cooperative attitude to improve the quality and efficiency of fire protection for citizens of the Truckee Meadows Fire Protection District.

ARTICLE 2 – RECOGNITION

A. The District hereby recognizes the Union as the exclusive bargaining agent for all non-supervisory, supervisory, and emergency support services personnel engaged in fire prevention, suppression, and fire equipment/apparatus repair and maintenance in the Truckee Meadows Fire Protection District:

1. Firefighter
2. Firefighter/Paramedic
3. Fire Equipment Operator
4. Fire Captain – Suppression/Training
5. Fire Captain – Prevention
6. Fire Prevention Specialist
7. Fire Mechanic

B. In the event of any new position(s) being established during the term of this agreement by the District, not listed above, and recognizing that that position comprises a community of interest; the position shall be included within the bargaining unit and represented within this agreement. The District reserves the right to establish new classifications, which may fall within the scope of this Agreement, including requirements and wage rates.

C. In the event that a new job classification(s) is placed in the bargaining unit, the District shall immediately commence negotiations for said classification(s), wages, hours, and other terms and conditions of employment.

D. The District shall notify the Union president of all changes to the job classifications covered by this Agreement.

ARTICLE 3 – DURATION OF AGREEMENT

A. This Agreement shall become effective July 1, 2014, and shall continue until June 30, 2018, except as otherwise provided below.

B. This Agreement shall automatically be renewed from year to year thereafter. If either party desires to make a change, the party shall notify the other party in writing of the Article and/or Section of each Article desired to be negotiated.

C. If either party desires to negotiate changes in any Article or Section of this Contract, it shall give written notice to the other party of the desired changes before February 1 of each year, provided that during the term of this agreement no Article and/or Section of that Article shall be negotiated without the parties' mutual consent.

D. The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial fact-finder at any time for his/her findings. The fact-finder shall make recommendations of the unresolved issues.

E. If the parties have not reached an agreement within ten (10) 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) workdays after the final offers are submitted, accept one of the written statements, and shall report his decision to the parties.

F. The Impartial Fact-finder and the Binding Arbitrator shall be from the American Arbitration Association and all hearings shall be conducted by A.A.A. rules. The list of arbitrators may be obtained from the Fresno Regional Office.

G. In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.

H. The parties further agree that either party may request to negotiate Article 13, Salaries for FY 17-18. Either the Union or the District may notify the other party of their desire to renegotiate salaries in accordance with the procedures outlined in Article 3.C of this agreement.

ARTICLE 4 – SUCCESSORSHIP

1. The Association agrees the District has fulfilled its duties under Article 4 of the previous agreement between the Parties to secure the agreement of TM to assume the District's obligations of wages, hours, terms and conditions of employment prior to selling, merging, conveying or transferring its operations to TMFPD, and Association agrees that no further duty pursuant to former Article 4 shall survive the signing of this Agreement.

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

ARTICLE 5 – MANAGEMENT RIGHTS

It is understood and agreed between the parties that nothing contained in this Agreement shall be construed or interpreted to infringe upon any management rights of the District as set forth in NRS 288.

ARTICLE 6 – RIGHTS OF UNION

A. The District recognizes its statutory obligation to negotiate any departmental rule, policy, or procedure that is related to a mandatory subject of bargaining as enumerated under NRS 288.150. In the event there is a dispute over whether a rule, policy or procedure falls within the scope of mandatory bargaining, said dispute shall be submitted to the Local Government Employee-Management Relations Board and shall not be subject to the grievance procedure contained in this Agreement.

B. The Fire Chief, and/or his/her designee, shall meet as needed and/or requested by either party with representatives of the Union for the purpose of engaging in Labor Management meetings. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party.

C. Union representatives shall be allowed time off, with no loss of pay or any accrued leave for up to three (3) Union representatives, and may be increased if both parties mutually agree.

ARTICLE 7 – STRIKES AND LOCKOUTS

A. 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 any other intentional interruption of the operations of the District regardless of the reason for so doing.

B. The District will not lock out any employees during the term of this agreement as a result of a labor dispute with the Union.

ARTICLE 8 – NON-DISCRIMINATION

A. The parties agree not to discriminate against any employee because of race, color, religion, sex, age, physical or visual handicap, national origin, or sexual orientation.

B. The District and the Union agree that membership, non-membership, or lawful activities on behalf of the Union shall not be used as the reason or cause for transfer, denial of any promotion, or denial of other terms and conditions of employment. Nothing contained herein is intended to abrogate the District's right to manage and to consider the operational needs of the department as set out in Article 5, Management Rights. Nothing contained herein is intended to abrogate the Union's right to hold meetings and engage in lawful functions.

C. Whenever any words are used in this agreement in the masculine gender, they shall be construed as though they were also in the feminine and neuter gender in all situations where they would so apply.

D. Any complaint alleging a violation of this Article shall be submitted to the appropriate administrative agency (ies) having responsibility for enforcing State and Federal laws governing non-discrimination in employment and shall not be subject to the Grievance Procedure, Article 48.

ARTICLE 9 – AMENDMENTS

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

ARTICLE 10 – GENERAL SAVINGS CLAUSE

This Agreement is the entire agreement of the parties terminating all prior agreements. Should any provision of this Agreement be found to be in contravention of any Federal or State Law and County Charter 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 11 – PREVAILING RIGHTS

Benefits, including present working conditions, previously existing will not be diminished by any provision or failure of any provision of this Agreement without mutual consent of the parties (for purposes of this Article, only the continuation or start of practices following July 1, 2006 will be considered as past practices). There will be no change in any matter covered by this Agreement without the mutual consent of the parties. There will be no change in any matter within the scope of representation without negotiations as required by NRS 288.

ARTICLE 12 – RULES, REGULATIONS, AND PROCEDURES MANUAL

A. It is mutually agreed by both parties that any "rule, regulation, or procedure" which significantly relates to a mandatory subject of bargaining, as contained in NRS 288, shall

be negotiated. The provisions of Article 9, Amendments, shall govern any such rule, regulation, or procedure that is negotiated during the term of this Agreement.

1. Said rules, regulations, or procedures shall be signed by both parties. Any such rules, regulations, or procedures will be distributed as indicated at B4 below.

B. The District has the right to adopt rules, regulations, manuals, and procedures and issue directives that do not constitute a mandatory subject for bargaining under Paragraph A and do not violate an expressed provision of the Agreement. Unless the operational needs of the District dictate otherwise, the following provisions shall apply to those rules, regulations, manual, procedures and directives issued by the District under this paragraph:

1. No rule, regulation, manual, procedure, or directive, or amendment or cancellation thereof, shall become effective until notice thereof has been posted in each fire station and the District Office for a period of twelve (12) consecutive days. Electronic transmission is acceptable.
2. The District or the Union may request meetings to discuss the working rules (etc.) and proposed changes therein.
3. Said meetings shall be convened prior to the implementation of the rule, regulation, amendment, or cancellation and a written record of the meeting will be kept.
4. The District shall provide copies of the rules, regulations, and manuals to each fire station, the District Office, and two (2) copies to the Union. Electronic transmission is acceptable.

ARTICLE 13 – SALARIES

These pay rates shall be effective as of July 1, 2014 and are reflected in the salary schedule attached hereto as Appendix A and by reference incorporated herein. All posted documents shall be limited to hourly rates of compensation for all positions.

A. Classification:
1. Firefighter
2. Firefighter/Paramedic
3. Fire Equipment Operator
4. Fire Captain
5. Fire Prevention Captain
6. Fire Mechanic
7. Fire Prevention Specialist

B. Assignment Differential Pay:

1. Employees assigned as 40-hour Training Captains or Logistic Captains shall receive an additional ten percent (10%) assignment differential pay during the period of such assignment with the approval of the Chief or his designee.
2. Employees who are certified as Hazardous Materials Technicians in accordance with CFR-29, SARA Title 3 and a member of the Triad HazMat team shall be paid an additional three percent (3%) assignment differential pay. The maximum number of employees eligible to receive this incentive shall be twenty-three (23).

3. Employees not assigned to training who are teaching approved specialty classes and/or special assignments may receive an additional five percent (5%) premium pay during the hours they teach or are otherwise engaged in the assignment with the approval of the Chief or his designee.

C. Upon promotion, employees shall receive the beginning step or that step which provides at least a ten percent (10%) increase above the employee's base salary whichever is greater. Employees in classifications having more than one (1) pay step or employees in classifications that have not reached the maximum of the salary range may become eligible for a step or merit increase on the employee's anniversary date one (1) year after the employee's appointment, promotion, or most recent step or merit advancement based upon meeting a standard or better performance evaluation rating.

D. Conversion of 56-Hour to 40-Hour Workweek:

1. In computing the salary increases for employees working either a 56-hour workweek schedule or a 40-hour workweek schedule, the salary increases are to be applied to the hourly rates for the 56-hour workweek schedule and then converted to the equivalent 40-hour workweek hourly rate by using a factor of 1.4.
2. The approximate annual salary for employees working a 56-hour workweek is based upon 2,912 hours per year. The actual cost to the District is based upon 2,920 hours per year (365 days per year times 24 hours divided by 3 shifts equals 2,920 hours).
3. The approximate annual salary for employees working a 40-hour workweek is based upon 2,080 hours per year.
4. All hourly rates are to be rounded to the nearest penny using normal round-off rules.

E. The salaries pursuant to this Agreement are subject to change during the term of the Agreement due to increases or decreases in the retirement contribution for Nevada's Public Employee Retirement System (PERS) in accordance with NRS 286.421. The District shall absorb 100% of any PERS increase during the duration of this agreement.

ARTICLE 14 – VACANCIES & PROMOTIONS

The District shall have the right to decide if any vacancy shall be filled or promotion made in accordance with Article 5 – Management Rights.

A. Vacancies and promotions shall be filled by the best qualified applicant available and subject to Paragraph C below. The District will promote from within so long as there is an adequate number of qualified candidates (i.e. 3 candidates for each vacancy). If an employee has been in the top 3 candidates and not selected for three (3) consecutive promotions, they shall be removed from the promotion list and provided in writing with the reasons why they were bypassed to afford them an opportunity to improve their competitiveness for selection. The District encourages all qualified existing employees to apply for the promotional positions of Firefighter/Paramedic, Fire Equipment Operator, and Captain.

B. If the District decides to fill a Firefighter/Paramedic, Fire Equipment Operator, or Captain vacancy, the following procedures shall apply:

1. Recruitment:

   The job vacancy announcement shall be posted on the fire station bulletin board and distributed electronically to all Fire District personnel for a minimum period of thirty (30) calendar days for internal application acceptance purposes. The recruitment will initially be limited to existing employees, unless no qualified candidates exist.

2. Testing Requirements for Firefighter/Paramedic:

   Any Paramedic qualified individual seeking promotion to Firefighter/Paramedic, shall be required to take and pass a written test before progressing to a practical EMS skills evaluation, and interview for the purposes of promotion to said position. Applicants shall receive final approval from the District Medical Director prior to appointment. A list shall be established from the names of those applicants taking the tests and shall be ranked in order of highest to lowest total scores. This list shall be valid for a minimum of fourteen (14) months unless extended for an additional twelve (12) months by the Fire Chief.

3. Testing Requirements for Fire Equipment Operator or Captain:

   Any individual seeking promotion to Fire Equipment Operator or Captain shall be required to take and pass a written test before progressing to a practical test, and a structured oral interview. Raters for the structured oral interview shall be of equal or higher rank of the position being interviewed for, including the Fire Chief or his designee for the purposes of promotion to said position. Scores for each component of the exam shall be combined (i.e. written, practical, interview) into a total weighted score and an eligibility list shall be established from the names of those candidates. Candidates who pass the examination shall be ranked in order of highest to lowest total examination score. Based on the rules of certification (Section 5 below) the Fire Chief will make an appointment from the top three (3) candidates. In the event the Fire Chief chooses to interview one or more of the top three candidates and the selection is made which bypasses a candidate with a higher ranking, the Fire Chief shall advise the individual certified candidates of the job-related reasons for promotion and/or bypass. All evaluators for exams shall be from neighboring professional Fire Departments. In the event that a specific fire ground knowledge and/or skill is not required for a portion of the test or evaluation an outside evaluator may be acquired for only that portion of the exam. This list shall be valid for a minimum of fourteen (14) months and may be extended for an additional twelve (12) months by the Fire Chief. If extended, Human Resources shall notify the Union of the extension.

4. Testing Requirements for the remaining positions found in Article 2:

   Any qualified individual seeking promotion to any other recognized position may be required to take one or more of the following: written test, a practical test, and a structured oral interview. Raters for the structured oral interview shall be of equal or higher rank of the position being interviewed for and may include the Fire Chief or his designee. Scores for each component of the exam shall be combined (i.e. written, practical, interview) into a total weighted score and an eligibility list shall be established from the names of those candidates. Candidates who pass the examination shall be ranked in order of highest to lowest total examination score. Based on the rules of certification (Section 5 below) the Fire Chief will make an

appointment from the top three (3) candidates. In the event the Fire Chief chooses to interview one or more of the top three candidates and the selection is made which bypasses a candidate with a higher ranking, the Fire Chief shall advise the individual certified candidates of the job-related reasons for promotion and/or bypass. This list shall be valid for a minimum of fourteen (14) months and may be extended for an additional twelve (12) months by the Fire Chief. If extended, Human Resources shall notify the Union of the extension.

5. Selection Criteria:

All Firefighter/Paramedic, Fire Equipment Operator, and Captain vacancies shall be filled from the established list. The Fire Chief will select from the top three (3) candidates on the list for each vacancy.

6. Eligibility for Promotional Exams:

Eligibility for entry in to promotional exams will be as follows:

(a) Captain – All qualified applicants with five (5) years of District seniority and who are on an active Fire Engine Operator promotional list or are a qualified "Acting Fire Equipment Operator," or hold that position shall be eligible to test for the position of Captain and act in that capacity. External candidates shall demonstrate the equivalency of the foregoing.

i. Employees hired before June 30th 2014 with documented prior full time paid all risk experience outside the district will have that experience counted towards their district seniority solely as it relates to promotional and acting opportunities.

(b) Fire Equipment Operator – All qualified employees with three (3) years of seniority with the District shall be eligible to test for the position of Fire Equipment Operator and act in that capacity.

i. For the purposes of the fiscal year 2014-2015 Fire Equipment Operator promotional testing and acting, qualified employees must have two (2) years of seniority with the District.

ii. Employees hired before June 30th, 2014, with documented prior full time paid all risk experience outside the district, will have that experience counted towards their district seniority solely as it relates to promotional and acting opportunities.

7. Subject to prior recommendation of the Fire Chief and the approval of the District's Human Resources department, anyone promoted and serving in an initial probationary status shall become eligible for confirmation into his respective classification upon completion of the twelve (12) month probation period.

8. If the employee is unable to be confirmed in to the new classification because he is unable to demonstrate the ability to perform his job or lacks the ability to progress, then he shall be returned to his previous job classification and rate of pay. There shall not be any gain in any benefits if this occurs, nor shall this result in layoffs of any position.

9. For the purpose of this article "employee" is representative of those non-supervisory, supervisory, and emergency support personnel covered under Article 2 of this CBA.

10. For those employees represented by this CBA that promote to management positions (i.e. Battalion Chief, Fire Chief) who are unable to be confirmed in to the new classification because he is unable to demonstrate the ability to perform his job or lacks the ability to progress, then he shall be returned to his former job

classification and rate of pay. If another employee has filled this job classification, then that employee shall also be returned to his former job classification and rate of pay, and so on. There shall not be any gain in any benefits if this occurs, nor shall this result in layoffs of any position.

11. Fire suppression employees who occupy management positions and have successfully completed their probationary period, and are subsequently demoted for cause, may be placed in vacant CBA classifications for which they qualify and previously held, provided no other employee shall be demoted or laid off to create a vacancy to which the management employee can demote. Furthermore, the demoted person will not retain any prior class seniority.

12. If a management level employee elects to voluntarily demote to a position represented by Local 3895, the circumstances in establishing rank and seniority shall be the same for personnel demoted for disciplinary purposes.

C. Employees eligible for promotional examinations shall be given appropriate time off to take the examination and return to duty. Such time off shall not result in any loss of pay.

D. The District agrees to consider any suggestions made by the Union regarding subject matter for promotional exams.

E. Any employee who is promoted shall be guaranteed no loss of base pay.

F. Any employee who believes he has been wronged in the promotional process by the District in an arbitrary, capricious, or discriminatory manner and/or believes the District did not act in accordance with Article 14 procedures may, within ten (10) workdays, utilize the grievance procedure outlined in Article 48 starting at Step 1. If agreeable to both parties, expedited arbitration, if needed, may be used for grievances filed regarding this paragraph.

G. A promotion made hereunder is not final until any resulting grievances have been resolved.

ARTICLE 15 – TREATMENT OF FORMER MEMBERS OF I.A.F.F. LOCAL #731

The parties agree this provision is included due to the unique circumstances of employment by the District of Rob Edgington and Ross Rytting.

In sum, pursuant to an Interlocal Agreement between the City of Reno and the District first entered into in 2000, which was later amended in 2004, these two employees left the employ of the District and their then-union, I.A.F.F. Local #2487, and became employees of the City of Reno and members of I.A.F.F. Local #731.

Upon termination of the Interlocal Agreement by the City of Reno and the District, and pursuant to obligations described in the Interlocal Agreement, the District reinstated these two employees in 2012 subject to certain conditions which resulted in these two

employees receiving certain pay and benefits which were different than those negotiated by Local #3895 and the District in the 2012-2014 collective bargaining agreement.

The Parties agree these two employees received different pay and benefits because of the unique circumstances of their reinstatement to the District and because they were reinstated following the ratification of the 2012-2014 collective bargaining agreement.

In consideration of the unique circumstances of the reinstatement of these two employees, the Union has negotiated the instant Article with the District and agrees that these two employees shall receive the same pay and benefits described in this Agreement, and be subject to all other provisions of this Agreement, with the following exception:

1. Salary:
   a. $27.67 hourly rate for 56-hour work schedule plus any COLA negotiated by Local #3895 as described within this Agreement.
   b. $38.74 hourly rate for 40-hour work schedule plus any COLA negotiated by Local #3895 as described within this Agreement.

ARTICLE 16 – MINIMUM CONSTANT SAFETY STAFFING

The intent of this article is to address the mutual concerns of the parties pertaining to employee safety with regard to staffing. The District and the Union recognize the extreme hazards of the firefighting profession and therefore agree that the minimum number of full-time professional firefighting personnel on paid firefighting apparatus shall comply with the safety staffing levels listed below. The Union and the District acknowledge that four person career engine staffing is a preferred configuration, however, current economic challenges and revenue shortfalls do not allow for staffing levels consistent with that preference. The District agrees that once future stable and adequate revenue permits, it will make good faith efforts to apply that preference in appropriate stations in the discretion of management.

For the purpose of this article, "career" is representative of those non-supervisory, supervisory, and emergency support personnel covered under Article 2 of this agreement.

A. Staffing for all stations where fire engines are in service shall be comprised of a minimum of three (3) personnel: one (1) Captain; one (1) Fire Equipment Operator; and one (1) Firefighter/Paramedic or one (1) Firefighter. In stations without in-service fire engines, the District may staff the stations with a minimum of two (2) personnel: one Captain; and one (1) Firefighter/Paramedic, or one (1) Firefighter.

B. Shift manning is mandatory. For purposes of this article only full-time, qualified, career District employees represented by this CBA will be used to meet staffing levels listed above. Staffing levels for any additional station(s) or apparatus that may be placed in service shall be subject to negotiations and be placed in the Article.

C. It will be the responsibility of each engine company Captain to assign staffing to individual apparatus for emergency incidents. At no time will an engine be operated at the scene of an emergency with less than three (3) personnel. However, the engine crew may be split to transport the engine and additional apparatus to the scene of an emergency at the discretion of the station Captain. The engine will not be considered "in-service" unless that additional apparatus and personnel remain together as an adjunct of the engine and its assignments.

D The Fire Chief of the District, or his designee, shall determine the number and types of apparatus' in-service at any given time.

E. Only under emergency circumstances will the crew be divided for any reason. In the event that an engine company is reduced and is called upon to respond to an emergency incident, every effort will be made to return the crew to three (3) person staffing including immediate callback in accordance with Article 18, Overtime.

F. For the purpose of out of District assistance by hire assignments in excess of 24-hours in duration, four (4) career person staffing will be maintained on all engines. The career staffing must, at a minimum, be comprised of one (1) Captain, one (1) Operator, and two (2) Firefighter/Paramedics OR Firefighters OR a combination of the two.
Definitions:

- 'Engine(s)' refers to Type I, Type II, and Type III engines.
- Absences refer to employees on any type of leave including, but not limited to annual vacation, sick, comp, workers comp, military, union, administrative, or existing vacancies. Absences due to employees being assigned to billable incidents shall be back-filled and coverage provided by career members covered under this CBA.

The parties agree they have fulfilled the duty described in previous Agreements to collaborate in the development of a reserve firefighter program.

ARTICLE 17 – WORK HOURS

A. 56-Hour Personnel:
1. 48/96 Schedule:
   (a) In accordance with the Agreement executed between the parties, the regular work day and work week for line employees shall consist of three (3) shifts "A", "B", and "C" with each shift alternating on a schedule of two (2) 24-hour (twenty-four) work days on duty, from 8:00am to 8:00am, followed by four (4) consecutive 24-hour (twenty-four) days off duty. On an annual average, a fifty-six (56) hour week, regardless of the actual number of hours worked or on paid leave during any biweekly pay period.
2. Upon mutual agreement between the Fire Chief and the Union, nothing herein shall prevent the establishment of a trial period for alternative schedules that the parties may adopt.

3. FLSA overtime shall be computed on a twenty-four (24) day cycle and shall be paid on the paycheck that the FLSA period ends. Employees may elect to accrue FLSA pay for compensatory time, at the rate of one and one-half (1.5) hours of compensatory time for every one (1) hour of owed FLSA pay. Since regular time for hours worked in excess of the FLSA threshold is already paid in base pay, FLSA pay is paid at half time for each hour owed. Therefore, for every two (2) hours of owed FLSA pay, employees may accrue one (1) hour of compensatory time.
4. During the normal work day schedule for line employees, the employee will be allotted one (1) hour for lunch and two (2) fifteen (15) minute breaks, during this time employees shall respond to all incidents. Outside of the normal work day hours, the Union and the District agree to make reasonable accommodations for training and other special needs while recognizing the necessity of rest periods.

B. 40-Hour Personnel:
1. The normal workweek of forty (40) hour employees shall be forty (40) hours per week consisting of five (5) consecutive eight (8) hour days and/or four (4) consecutive ten (10) hour days. The employee will be allotted one (1) unpaid meal period and two (2) paid fifteen (15) minute breaks. The week will begin 12:01am Monday and end 12:00 midnight Sunday. Any change in the number of hours in the work day or regular work week shall be subject to negotiation, although an eight (8) hour and/or ten (10) hour employee may be subject to working shift work as necessary, at the discretion of the Fire Chief.

ARTICLE 18 – OVERTIME

A. Overtime Provisions Applicable to All Fire Suppression Employees
1. Overtime shall be deemed as any time worked in excess of the normal work period or the normal work shift.
2. Employees shall be compensated for overtime worked at one and one-half (1.5) times their base rate of pay for each hour, or major fraction thereof, worked.
3. All overtime must have the advance authorization of the Fire Chief or his designated representative.
4. Overtime will be earned in increments of one-quarter (1/4) hour.
5. Overtime will be added to the payroll for the period during which the overtime is performed. It is understood that nothing in this Article shall require payment for overtime hours not worked. All overtime must have previous authorization of the District's Fire Chief or designee if compensation therefore is to be effected.
6. Any employee who accepts a request by his supervisor to work during hours outside his regularly scheduled straight time hours on the day in question, which hours will not abut his regularly scheduled shift hours on that day, will receive a minimum of two (2) hours pay at the applicable hourly rate.
7. Any employee who reports for work on his scheduled day or for previously scheduled recall shall receive a minimum of two (2) hours pay for each such incident, at the applicable rate, where the District cannot provide work for the employee.
8. Overtime shall be filled by full-time career staff. For the purposes of overtime to fill vacancies, the overtime/callback Total Accumulated Hour Overtime (TAHO) procedure, currently in effect, shall be used for filling open vacancies. The list shall consist of all

bargaining unit members who desire to work overtime/callback to fill vacancies in staffing. Vacancies shall be filled by calling back bargaining unit members. Mandatory overtime may be required in the event employees are not available to fill for shift vacancies.

9. The employee may select cash payment or compensatory time for the overtime worked; for training, District functions, or any overtime outside of station fill-in and emergency incident overtime. The maximum amount of compensatory time that may be accumulated is 480 hours. Compensatory time utilized shall be limited to a maximum of 480 hours per calendar year. All overtime hours in excess of this amount shall be paid for in cash. Upon termination of employment, an employee shall be compensated at his regular rate for all accumulated and unused compensatory time hours.

B. 40-Hour Personnel

1. Overtime shall be defined as any time worked in excess of 40 hours per week. Such compensation shall be in the form of either cash payment or compensatory time, which the decision shall be made by the employee at the time the overtime is worked. The maximum amount of compensatory time that may be accumulated is 240 hours. Compensatory time utilized shall be limited to a maximum of 240 hours per calendar year.

2. The provisions applying to the payment for Holiday Compensatory Time (Article 24), shall apply to compensatory time under this Article. All overtime hours in excess of this amount shall be paid for in cash. Upon termination of employment, an employee shall be compensated at his regular rate for all accumulated and unused compensatory time hours.

Overtime and callback as a result of all emergency incidents including out of District assignments and mutual aid, shall be paid from the moment of notification until return to the station from which dispatched and includes rest periods, standby periods, meal breaks, etc. occurring during the period of overtime or callback described herein.

C. Employees agree to participate in a voluntary shift transfer to minimize overtime costs. The District will identify potential overtime situations that could be avoided by the voluntary temporary exchange of shifts during the FLSA period. For example, employees may agree to take a regularly scheduled day off, and in turn, work an alternate shift that FLSA period to minimize the potential for overtime.

ARTICLE 19 – CALLBACK COMPENSATION

Callback compensation shall be determined for this agreement (as per NRS 286.025 and the PERS Revised Official Policies; 286.025) as "callback pay is defined as compensation earned for returning to duty after a member (employee) has completed his regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice."

A. Employees shall be compensated for callback worked at one and a half (1-1/2) times their regular rate of pay for each hour, or major fraction thereof, worked. Such compensation shall be in accordance with Article 18 (Overtime).

B. Any employee who is recalled to duty, or voluntarily responds to an emergency incident during off-duty hours and is requested by the incident commander to assist in the incident, shall be compensated at the overtime rate established above for the actual time so spent on duty with a guaranteed minimum of two (2) hours regardless of having worked less than two (2) hours, except as provided herein. Any employee who voluntarily reports to his duty station prior to the beginning of his assigned shift and then is called out to an emergency incident shall be paid at the overtime rate for only the actual time spent working prior to the beginning of his shift and the two (2) hour minimum shall not apply.

ARTICLE 20 – STANDBY COMPENSATION

Employees may be assigned to work standby time (on-call). Standby time shall be defined as per NRS 286.025 and the PERS Revised Official Policies; 286.025 as "Standby Pay (is) compensation earned for holding oneself ready for duty while off duty", and as such is compensable to the PERS Compensation shall be in compliance with the provisions of the F.L.S.A. as clarified in WH publication 1459 dated May 1985.

An employee on standby shall be available for call to duty, specifically scheduled and directed by the Fire Chief or his designee. The scheduling of standby shall be fair and equitable and the procedure for such shall be contained in the Procedures Manual. While on standby, the employee shall be considered "waiting to be engaged" and as such is required to be available for call to duty within thirty (30) minutes from the time any call is received. Employees shall be considered available for call to duty by making contact with the requesting officer. An employee called back to duty shall be at the scene of the incident within a reasonable period of time.

Employees on standby shall be entitled to compensation at the rate of 1/4 hour of pay at their regular rate of pay. Standby time under these criteria shall not be considered as hours worked for the purpose of computing overtime. Standby time may be utilized as compensatory time as provided in Article 18, Overtime.

Standby pay shall cease during the time an employee is called back to duty.

ARTICLE 21 – WORKING OUT OF CLASSIFICATION

Those employees who fill a higher classification due to the absence or incapacitation of the incumbent of the higher classified position shall be entitled to an increase of ten percent (10%) in salary for the hours assigned acting in such a higher classification in 1/4 hour increments. This includes all hours of leave and work during extended duration acting assignments of 24 days or more. Vacancies for all ranks shall be filled through the call-back procedure first, listed in Article 18 (Overtime), then shall be made consistent with the Acting Eligibility Lists in accordance with the TAHO agreement, utilizing the following priorities when practicable:

(1) from the Company in which the vacancy occurs on a rotational basis;
(2) from the Station from which the vacancy occurs on a rotational basis;
(3) from the shift on which the vacancy occurs on a rotational basis.

ARTICLE 22 – CAREER INCENTIVE

All employees covered hereunder who have completed a total of eight (8) years or more of full-time service with the District shall be entitled to annual longevity pay at the rate of .25% (.0025) of the base pay for each year of continuous service with the District up to a maximum payment of 6.25% (.0625) for twenty-five (25) years or more of service. An employee's eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected in equal semiannual installments payable on the first payday of June and December immediately following a determination of eligibility. For qualified employees retiring or resigning before the due date of any semi-annual payment, the amount of payment shall be prorated.

ARTICLE 23 – HOLIDAYS DEFINED

The District and the Union agree that legal holidays shall be considered to be as follows:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King Jr's Birthday)
3. Third Monday in February (Washington's Birthday)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. Last Friday in October (Nevada Day)
8. November 11 (Veteran's Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Day After Thanksgiving (Family Day)
11. December 25 (Christmas Day)

Further, any other day declared by the President of the United States to be a legal holiday or added to NRS 236.015 shall also be a legal holiday.

ARTICLE 24 – HOLIDAY PAY/COMPENSATORY TIME

A. 56-Hour Personnel

1. All 56-hour employees in positions which are manned on a twenty-four (24) hour basis who work on a legal holiday (as listed in Article 23) as part of their regular work schedule, or whose regularly scheduled day off falls on a legal holiday, shall receive twelve (12) hours pay at their regular rate of pay, or twelve (12) hours of compensatory time. Holiday credit shall not accrue until after the holiday has occurred. For the period from July 1, 2011 through June 30, 2012 employees may only select to accrue holiday compensatory time, and employees may only use accrued compensatory time when it will not create overtime for shift coverage.

2. All 56-hour employees, in order to be entitled to a legal holiday or holiday pay/comp time, must be in full pay status on their scheduled workday immediately preceding and immediately following such holiday.
3. There shall be no limit to the number of hours accrued as holiday compensatory time.
4. The parties agree that an employee may make a request of the Fire Chief to be paid for accrued holiday compensatory time to address unforeseeable financial needs incurred by the employee.
5. Upon termination of employment, each employee shall be compensated at his regular hourly rate for all holiday compensatory time accrued.

B. 40-Hour Personnel

1. All 40-hour employees shall be paid eight (8) hours at their regular hourly rate for each of the holidays listed in Article 23. In order to be entitled to holiday pay, an employee must be in a full pay status both the day before and the day after the holiday.
2. If a holiday falls on a Sunday, the Monday following shall be observed as the legal holiday; if a holiday falls on a Saturday, the Friday preceding shall be observed as the legal holiday.
3. There shall be no limit to the number of hours accrued as holiday compensatory time.
4. If a holiday is observed while the employee is on sick leave, annual leave, or other paid leave status, the employee will receive his holiday pay and the day will not be charged against sick, annual, or other paid leave credits.
5. Upon termination of employment, each employee shall be compensated at their regular hourly rate for all holiday compensatory time accrued.
6. If an employee is required to work on any of the above-named holidays and if eligible for holiday pay, he shall receive, in addition to his holiday pay, one and a half (1-1/2) times his regular hourly rate of pay for each hour or major fraction worked, up to a maximum number of hours equal to the number of hours he is regularly scheduled for a normal work day.

C. Utilization

Any employee who has accrued holiday compensatory time may utilize holiday compensatory time off by submitting a request for leave form. Utilization shall be in accordance with the following procedure:

1. Employee may trade their holiday compensatory time with another qualified employee. Holiday compensatory time trade shall be in accordance with Article 32, Shift Trade. An employee electing to utilize holiday compensatory time trade with another qualified employee shall have their holiday compensatory time hours transferred to the employee accepting the trade.
2. Holiday compensatory time trade, as with a shift trade, is solely at the option of the employees involved and with the approval of the District. Holiday compensatory time trades shall not incur any overtime cost to the District. The hours worked in the holiday compensatory time trade shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee trades holiday compensatory time with

another, and except for the actual recording of hours traded, each employee will be credited as if they had worked their normal work schedule for that shift.

D. Conversion of Workweek

1. 56-Hour Employee: If an employee is reassigned from a 56-hour workweek schedule to a 40-hour workweek schedule and said employee has accumulated holiday compensatory time hours at the time of reassignment, the amount of hours shall be converted to an equivalent number of hours for a 40-hour workweek schedule by dividing the number of hours by a factor of 1.4.
2. 40-Hour Employee: If an employee is reassigned from a 40-hour workweek schedule to a 56-hour workweek schedule and said employee has accumulated holiday compensatory time hours at the time of reassignment, the number of hours shall be converted to an equivalent number of hours for a 56-hour workweek schedule by multiplying the number of hours by a factor of 1.4.

ARTICLE 25 – VACATION

A. General

1. Vacation credits shall accrue only while the employee is in a pay status. All times during which a vacation may be taken require the advance approval of the Fire Chief or his designated representative.
2. An employee shall be paid at his regular hourly rate for each hour of vacation taken. Vacation shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation taken. Vacation taken during a bi-weekly period shall be charged before vacation earned during that pay period is credited.
3. Not more than the number of vacation hours allowed for twenty-four (24) months in the service of the District may be taken within one calendar year.
4. Upon termination of employment, each employee shall be compensated at his regular hourly rate for his total vacation accrued.

B. A minimum of one (1) 56-hour (line) employee shall be allowed to be on vacation or comp leave any given day, for every twenty five (25) 56-hour (line) employees that the District employs, or fraction thereof; this number shall also be the maximum allowed, except by authorization of the Chief or his designee. For example, if the District employed 65, 56-hour employees, no more than three employees would be allowed on vacation or comp time on any given day, but at least three would be allowed, except by authorization of the Chief or his designee. 40-hour employees will not be included as part of this minimum, and shall be approved separately. Vacation requests must be made with a minimum of twenty-four (24) hours advanced notice, unless authorized by the Fire Chief or his designee.

C. 56-Hour Personnel

On the first day of the pay period following the completion of twelve (12) months of continuous service with the District, each employee working a 56-hour workweek and who is employed full-time shall be entitled to 117 hours of vacation leave credit. Thereafter, line employees working a 56-hour workweek shall accrue vacation leave benefits at the rates established below:

Continuous Service	Bi-Weekly Earning Rate (hrs)	Annual Hours Earned
Less than one (1) year	4.5	117
One (1) year but less than three (3) years	5.5	143
Three (3) years but less than five (5) years	6.75	175.50
Five (5) years but less than ten (10) years	8.0	208
Ten (10) years or more	11	286

1. Vacation may be accumulated from year to year not to exceed 336 hours as of the last full pay period encompassing December 31st. Amounts in excess of 336 hours as of the end of the payroll period encompassing December 31st shall be forfeited. Provided, if an employee, on or before October 1st, requests permission to take annual leave, and the employee's request is denied, the employee is entitled to payment for any annual leave in excess of 336 hours which the employee requested to take and which the employee would otherwise forfeit as a result of the denial of the employee's request. The District's obligation is only to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. *For example*, an employee on October 1st requests to use 48 hours annual leave for the 2 workdays preceding Christmas. The District may deny said time off, and still allow the employee to use their annual leave at a different time prior to the end of the year to avoid forfeiture of annual leave.

C. 40-Hour Personnel

On the first day of the pay period following the completion of twelve (12) months of continuous service with the District, each full-time employee working a 40-hour workweek shall be entitled to 80 hours of vacation leave credit. Thereafter, these employees shall accrue vacation leave benefits at the rates established below:

Continuous Service	Bi-Weekly Earning Rate (hrs)	Annual Hours Earned
Less than one (1) year	3.21	83
One (1) year but less than three (3) years	3.93	102
Three (3) years but less than five (5) years	4.82	125

Five (5) years but less than ten (10) years	5.71	148
Ten (10) years or more	7.86	204

1. Vacation may be accumulated from year to year not to exceed 240 hours as of the last full pay period encompassing December 31st. Amounts in excess of 240 hours as of the end of the payroll period encompassing December 31st shall be forfeited. Provided, if an employee, on or before October 1st, requests permission to take annual leave, and the employee's request is denied, the employee is entitled to payment for any annual leave in excess of 240 hours which the employee requested to take and which the employee would otherwise forfeit as a result of the denial of the employee's request. The District's obligation is only to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. *For example*, an employee on October 1st requests to use 40 hours annual leave for the 5 workdays preceding Christmas. The District may deny said time off, and still allow the employee to use their annual leave at a different time prior to the end of the year to avoid forfeiture of annual leave.

C. Workweek Conversion

1. If an employee is reassigned from a 56-hour workweek schedule to a 40-hour workweek schedule, any vacation leave balance shall be converted to an equivalent amount for a 40-hour workweek by dividing the number of vacation hours by a factor of 1.4.

2. If an employee is reassigned from a 40-hour workweek schedule to a 56-hour workweek schedule, any vacation leave balance shall be converted to an equivalent amount for a 56-hour workweek by multiplying the number of vacation hours by a factor of 1.4.

ARTICLE 26 – SICK LEAVE

An employee is entitled to use accrued sick leave only:

(a) When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy, or childbirth;

(b) When quarantined;

(c) When receiving required medical or dental service or examination;

(d) For adoption of a child if the Welfare Division of the Department of Human Services or any other appropriate public agency requires the employee to remain at home with the child;

(e) Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose 'immediate family' means the employee's spouse, parents (including step), children (including step), and, if living in the employee's household, includes corresponding relations by affinity to the above, foster children, foster parents, brothers or sisters.

Upon the death of the employee's spouse, child (including adopted child, stepchild, or foster child), parents, brother, sister, grandchildren, grandparents, or corresponding relation by affinity. For this purpose, sick leave shall not exceed 40 continuous working hours per death for a 40-hour employee and 48 continuous working hours per death for a 56-hour employee. Additional time using sick leave, vacation, and/or compensatory leave may be granted upon approval of the Fire Chief or his designee.

A. Accrual Rates

1. Each employee working a fifty-six (56) hour week shall accrue sick leave benefits at a rate of (7) hours per bi-weekly pay period (182 hours annually), which is cumulative from year to year.
2. Each employee working a forty (40) hour week shall accrue sick leave benefits at the rate of (5) hours per bi-weekly pay period (130 hours annually), which is cumulative from year to year.

B. An employee requiring sick leave must, if required, provide the Fire Chief with evidence of such need. For absences in excess of three (3) days, or in cases where there is reasonable suspicion of abuse, the Fire Chief may require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate.

C. If any employee does not have adequate accrued sick leave time, the Fire Chief may grant the use of accrued vacation time, compensatory leave, and/or personal leave in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.

D. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during a sick leave period shall not be counted as sick leave time. Sick leave taken during a biweekly pay period shall be charged before sick leave earned that pay period is credited.

E. Payment On Separation

An employee separated from the service shall earn sick leave only through the last working day for which he/she is entitled to pay. Upon death, retirement, permanent disability, or termination of an employee for reasons other than discharge for just cause, after ten (10) years of full-time employment or its equivalent if the employee has not served as a full-time employee, an employee shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at his/her regular hourly rate for every three (3) hours of sick leave accrued to a maximum payment of one thousand one hundred and twenty (1,120) hours.

An employee who is eligible for purchase of service credits under the Nevada Public Employee's Retirement System (PERS), and who elects to convert unused sick leave ($^1/_3$ x sick leave, up to the cap maximum) and/or vacation into retirement service credit shall submit a written request, on a District approved form, sixty (60) days in advance of their anticipated retirement date. The District shall calculate the amounts owed the employee, minus applicable taxes and deductions, to determine the net amount the employee will have to purchase retirement credit. The employee shall be advised of the amount that may be used to purchase retirement credit and shall complete the application process with PERS. The District shall then proceed to pay the employee the amount designated

as of their termination of employment (provided their leave banks have not been reduced since the estimate was determined).

F. As long as an employee is in a paid status, he/she shall earn sick and vacation leave during the time he/she is on such leave. If the employee is on leave without pay, he/she shall not earn sick or vacation leave during the time he/she is on such leave.

G. 56-hour employees who use 0 to 48 hours of sick leave as of the end of the twenty-sixth (26^{th}) pay period, or in the event of a 27^{th} payroll period in a calendar year shall receive 24 hours of Personal Leave credit at the end of the first full pay period the following January. Employees working a 56-hour workweek who use 49 to 56 hours of sick leave as of the end of the twenty-sixth (26^{th}) pay period, or in the event of a 27^{th} payroll period, in a calendar year shall receive twelve (12) hours of Personal Leave credit at the end of the first full pay period the following January.

H. 40-hour employees who use 0 to 32 hours of sick leave as of the end of the twenty-sixth (26^{th}) pay period, or in the event of a 27^{th} pay period, in a calendar year shall receive 16 hours of Personal Leave credit at the end of the first full pay period the following January. Employees working a 40-hour workweek who use 33 to 40 hours of sick leave as of the end of the twenty-sixth (26^{th}) pay period, or in the event of a 27^{th} payroll period, in a calendar year shall receive eight (8) or ten (10) hours, based on the employee's normal work shift, of Personal Leave credit at the end of the first full pay period the following January.

I. Personal leave must be used by the end of pay period #26, or in the event of a 27^{th} payroll period by pay period #27, and if not used will be forfeited. Under no circumstances will there be any cash payment for Personal Leave credit that is not used. In order to receive this Personal Leave benefit, an employee must be in a pay status (either working or on paid leave) for all of the pay periods within a calendar year.

J. Employees shall be allowed to voluntarily transfer up to a maximum of one hundred and twelve (112) hours of their accumulated vacation leave or compensatory leave during any calendar year to another employee who has no accumulated sick leave hours, but who is otherwise eligible to take paid sick leave. Donated leave must be converted into money at the hourly rate of the donor and the money must be converted into sick leave at the hourly rate of the recipient. The maximum amount of accumulated leave transferred to any employee under the terms of this article shall be six hundred and seventy-two (672) hours per calendar year. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.

K. Workweek Conversion

1. If an employee is reassigned from a 56-hour workweek schedule to a 40-hour workweek schedule, any sick leave balance shall be converted to an equivalent amount for a 40-hour workweek by dividing the number of sick leave hours by a factor of 1.4.
2. If an employee is reassigned from a 40-hour workweek schedule to a 56-hour workweek schedule, any sick leave balance shall be converted to an equivalent amount for a 56-hour workweek by multiplying the number of hours by a factor of 1.4.

ARTICLE 27 – EMERGENCY PERSONAL LEAVE

The Fire Chief, or his designee, may approve up to forty-eight (48) hours leave to an employee for emergency leave, to be used in increments of no less than one (1) hour. If approved, such leave shall be charged to either the employees accrued vacation leave, compensatory leave, or personal leave, whichever the employee chooses.

ARTICLE 28 – COURT/JURY LEAVE

A. Any employee who is required by law to appear and/or serve as a witness or juror for the Federal Government, the State of Nevada, or a political subdivision thereof, shall be granted administrative leave and shall remain in full-pay status during such leave.

B. The employee shall claim any fees to which he may be entitled by reason of appearance and pay the same over to the Fire District for those days they were scheduled to be on duty, except that the employee shall retain any and all mileage allowance.

C. Employees shall report back to work immediately upon being excused.

ARTICLE 29 – MILITARY LEAVE

Military leave is an administrative leave type as recognized by both Federal and State statutes. Approval for military leave shall be granted upon receipt by the District of a validated copy of orders to report for military duty. Any employee of the District who is required to report for military duty with one of the military services of the United States or the State of Nevada shall be relieved of his District duties, upon his request, to meet his military service obligations without loss in regular compensation for a period not to exceed fifteen (15) working days in any one (1) calendar year. Employees on military leave, for these fifteen (15) working days shall remain in full-pay status.

ARTICLE 30 – LEAVE OF ABSENCE

A. A leave of absence without pay may be granted to any permanent employee provided the employee desires to return to the District and who at the time the leave is requested has a satisfactory service record.

B. Leaves of absence for thirty (30) calendar days or less in any calendar year may be granted upon the approval of the Fire Chief or designee. Leaves for a longer period may be granted upon the recommendation of the Fire Chief and the approval of the Board of Fire Commissioners.

C. A leave of absence may be granted to an employee who desires to attend school or college or to enter training to improve the quality of his service, who is temporarily incapacitated by illness, injury, pregnancy or childbirth, who is loaned to another governmental agency for the performance of a specific assignment, or for some other

equally satisfactory reason. A leave of absence shall not be granted to an employee who is leaving the District service to accept other employment, except as provided in this subsection.

D. The period of time an employee is on leave without pay for thirty (30) calendar days or less in any twelve (12) consecutive month period shall not cause any adjustment to the employee's anniversary date for determining eligibility for longevity pay, vacation, sick leave and any other benefit that is based upon years of service with the District. If an employee is on leave without pay in excess of thirty (30) calendar days in any twelve (12) consecutive month period, the employee's anniversary date for earning benefits shall be adjusted by the amount of days in excess of thirty (30) calendar days.

E. The Fire Chief or designee may place an employee on administrative leave with or without pay during an investigation of a complaint or incident relating to his employment with the District.

F. When an employee returns from an out of district assignment on his/her regularly scheduled workday, upon request, an employee will be considered for release of the remainder of the shift on administrative leave with pay. If returning to duty would require the employee to work beyond fourteen (14) consecutive days without a minimum of two days' rest, the employee shall be relieved of duty for their shift without loss of pay or accrued leave.

ARTICLE 31 – DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE

If an employee dies while owed compensation by the District, the parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out, payment for pro-rata longevity pay, and payment for any reimbursable expenses due the employee, shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

ARTICLE 32 – SHIFT TRADES

Within this Agreement, shift trades shall be considered to be 'trade time' as reflected in the F.L.S.A. Employees may exchange or trade work hours or shifts provided it does not interfere with the operation of the District, subject to prior approval of the Fire Chief or designee. Any employee(s) who agree(s) to such trading shall hold the employer harmless for the failure of the other employee(s) to pay back traded time.

A. Three-way trades are permissible and must be rank for rank except where the employee(s) filling in for the shift trade is/are qualified per Article 21 (Working out of Classification) to perform all of the duties and responsibilities of the position being manned either by being designated to serve in an 'acting' capacity in that position or otherwise certified as being so qualified.

B. Firefighter/paramedic positions maybe traded with firefighters provided that the apparatus remains in ALS status with another qualified crewmember.

ARTICLE 33 – MEDICAL PLAN

A. The District agrees to provide a group medical plan, including health, dental and vision coverage, to full-time employees and shall pay one hundred percent (100%) of the premium attributable to employee coverage under this plan during the life of this Agreement. In the event an employee elects dependent coverage, the District shall pay fifty percent (50%) of the premium for such coverage. The provider of such insurance shall be mutually agreed upon by the parties. In the event there are changes in a specific benefit or if there are inclusions or deletions of benefits, said changes shall be negotiated.

B. Retiree Health Insurance.
The parties agree that for employees retiring under PERS with a total of ten (10) years' service, the District shall pay 50% of the premium for employee only health insurance described in Paragraph A, above.

C. Employees hired with the District on or before July 1, 2014 will be eligible for the District's Retiree Health Insurance benefit as described in B. With this plan Medicare will be primary when the covered employee becomes Medicare eligible.

D. Life Insurance.
The District agrees to provide $25,000 of life insurance to full-time employees.

ARTICLE 34 – RETIREMENT

A. For the purpose of Service Retirement, for this Agreement, the definition of retirement and the time periods for vesting shall comply with NRS 286.025 and PERS regulation 286.025.

B. The District shall continue to pay 100 percent (100%) of the cost of the retirement contribution for the State of Nevada Public Employee's Retirement System, in accordance with NRS Chapter 286. The District will pay the employee portion of a PERS contribution rate increase, in lieu of a raise, during the term of the agreement.

ARTICLE 35 – DEFERRED COMPENSATION

Employees are eligible to participate in the deferred compensation program that the employer has implemented and in which the employee participates.

Eligible vacation, compensatory time, and sick leave benefits shall be contributed to the Post Employment Health Plan (PEHP) for each employee at the employee's request upon retirement, in a manner consistent with the policy adopted by the Union for that year.

Employees are also eligible to participate in the deferred compensation program administered by the International Association of Fire Fighters (IAFF). The District shall not contribute any additional funds to this program, but shall only contribute those funds that the employee requests, in writing, to be deducted from his/her paycheck. This option shall be provided so long as there are no additional administrative requirements placed on the District to create a deferred compensation committee pursuant to Federal statutes.

ARTICLE 36 – JOB CONNECTED INJURIES

A. In the event an employee is absent due to a temporary total service-connected disability which has been approved by the District's Claims Administrator, and which disability is the result of the employee performing activities which are unique to firefighters, the employee shall receive compensation as determined by the District's Claims Administrator plus that amount from the District which would cause the total amount received by the employee from both the District's Claims Administrator and the District to equal his/her salary at the time of his/her disability until such time as there is a medical determination made as to whether the employee can be returned to duty or is permanently disabled. During this period, the employee shall not be charged with the use of any accrued sick leave, annual leave, or other forms of leave. This provision shall not apply to a service-connected disability, which occurs while the employee is carrying out incidental duties to his/her firefighter duties.

B. Activities unique to firefighters include extinguishing fires, vehicle extinguishment/victim extraction, climbing ladders for firefighting/rescue purposes, pulling hose, ventilating roofs, entering confined spaces, climbing terrain in wildland fire incidents, handling hazardous materials, dealing with sick/injured patients and associated biohazards, and carrying of patients and/or victims, or training in the similar activities. Activities that are incidental to firefighter duties are those which can reasonably be expected to be performed by non-firefighters, such as writing reports, entering and exiting vehicles, walking and climbing stairs with the exception of those injuries incurred on incidents. The activities listed above are not all-inclusive. The initial determination whether a disability is the result of the employee performing activities which are unique to firefighters shall be made by the District, and any dispute shall be resolved through the grievance process.

C. It is the intent of the District to pay the on-the-job injured employee who meets the conditions set forth above the difference between his/her full bi-weekly base salary and that provided by the District's Claims Administrator. Therefore, the employee shall return to the District Treasurer all temporary total disability payments made by the District's Claims Administrator covering the period enumerated in Section A of this Article. No supplemental benefit provided for in Section A shall be given until after the employee has deposited his/her lost time benefit check with the Treasurer.

D. In the event an employee is absent due to a service-connected disability which has been approved by the District's Claims Administrator, and which disability is the result of the employee carrying out incidental duties to his/her firefighter duties, the employee

may elect to utilize accrued sick leave during which period the employee shall receive compensation from the District as provided in the Nevada Revised Statutes. When accrued sick leave has expired, if the employee is still, because of disability, unable to work he/she will be permitted to use his/her accrued vacation leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided the employee has so elected to use his/her sick and vacation leave, the employee shall be entitled to use any donations of vacation or compensatory leave from other employees. After exhausting all available leave, the employee shall receive compensation checks directly from the District's Claims Administrator and he/she shall be considered on a leave of absence without pay from the District.

E. The District will endeavor to ensure that the third party administrator health care provider provides the best and most rapid care to an injured employee who meets the conditions set forth above.

F. If an employee is injured under the conditions set forth in this Article and the injury will cause the employee to be absent from work, the District will ensure that the third party administrator Health Care Provider assigns a caseworker. The caseworker will assist with expediting proper care and treatment to the employee. The employee shall make every reasonable effort to maintain compliance with their respective treatment plans. Examples of compliance would be scheduling appointments and going to those appointments in a reasonable time frame and also complying with any agreed upon treatment plans such as physical therapy, medication usage, or physical limitations set forth by the physician. Should an employee not comply or fully cooperate, with the exception of reasons beyond their control, as stated above, he/she may be subject to the Progressive Discipline as listed in Article 47 (Discipline/Discharge) of this CBA.

G. The Fire Chief and/or his designee will represent the District in interacting with the District's Claims Administrator and/or caseworker. The Fire Chief and/or his designee shall be responsible for ensuring that the Claims Administrator and/or caseworker is acting in a timely manner to expedite any and all services needed by the employee to accelerate the treatment and recovery process.

H. The District will make the final determination whether or not light duty is offered to employees based on the financial impact and bonafide need. The Fire Chief and/or his designee and the Union will meet by mutual agreement, for the purpose of consulting on light duty policies for firefighters injured on or off duty.

I. Should an employee be rated by the Worker's Compensation carrier with a permanent partial disability or a permanent total disability that leaves the employee unable to perform 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, employer, and Union shall work to expedite the retirement process.

ARTICLE 37 – JOINT LABOR-MANAGEMENT SAFETY COMMITTEE

In order to address the mutual concerns of the parties on safety matters, the Union and

District agree to form a Joint Labor-Management Safety Committee. The Committee is an important link in the TMFPD Occupational Safety and Health Program. It provides a vital connection in the "top-down, bottom-up" approach to developing and maintaining a safe working environment. The Committee is hereby empowered and responsible for providing the following support:

1. Drafting new and revised safety policies and procedures.
2. Consider the concerns of and formally recommend corrective action toward personnel safety inquiries.
3. Evaluate the root cause of accidents or injuries, based upon completed reports and investigations, and propose formal conclusions and corrective actions.

A. Composition

The Committee shall be composed of three (3) appointed members, plus the Health and Safety Officer. The TMFPD Chief or Designee shall appoint one (1) member. The Union President shall appoint two (2) members and one alternate, having at least two (2) years' experience with the District. The Health and Safety Officer shall serve as chairperson to the committee.

B. Voting

The members should be considered the voting body. While consensus should be the primary goal of the Committee, decisions on the recommendations, or a tie, shall be submitted to the Fire Chief for final determination.

C. Meeting

The Committee shall meet at least quarterly, or as needed, to effectively conduct the business at hand. Agendas for each meeting shall be given to the Health and Safety Officer no later than one (1) week prior to the meeting.

D. Participation

Members and authorized participants for the Committee shall be considered as performing the normal work duties and responsibilities for their positions when on Committee business. Up to two members appointed by the Union shall be allowed time off, with no loss of pay or any accrued leave, for all Safety Committee meetings when such members are scheduled to be on duty.

ARTICLE 38 – SAFETY TRAINING

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

ARTICLE 39 – SAFETY EQUIPMENT

Protective clothing and personal safety equipment required by the District for employees in the performance of their duties shall be furnished by the District, without cost

to the employee, pursuant to the following:

A. Protective clothing shall be defined to include, but not limited to, the following protective garments as well as any other items of protective clothing and personal safety equipment which may subsequently be required by the District, by State or Federal law, Safety Manual, and/or other items mutually agreed to by the parties:

(a) Wildland fire clothing
(b) Structural fire protective coat and pants with liner and vapor barrier
(c) Structural and wildland fire helmets
(d) Goggles
(e) Individual SCBA Mask
(f) Neck shroud
(g) Gloves
(h) Suspenders, as appropriate
(i) Fire equipment mechanics and technician boots
(j) Wildland Hot Shield
(k) Web gear
(l) OSHA approved HEPA filter mask
(m) PPE gear bag

Protective clothing for purposes of purchase and replacement shall not include clothing or uniforms as addressed in Article 45, Clothing Allowance.

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

ARTICLE 40 – REPAIR/REPLACEMENT OF PERSONAL PROPERTY

A. The District shall reimburse the employee for the cost of repairing or replacing authorized personal property which is damaged or destroyed if such personal property is lost at fires or related emergencies in the performance of his duties. The reimbursement shall be made within thirty (30) days from approval of the claim. The list of authorized personal property shall include and be limited to eyeglasses, watches, contact lenses, and any other personal items approved by the Chief.

B. Reimbursement amounts shall be limited to two hundred dollars ($200.00) per claim and two thousand dollars ($2,000.00) in the aggregate within the contract year.

ARTICLE 41 – COMMUNICABLE DISEASE

A. In the event an employee covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, he/she has been exposed to or is the carrier of a serious communicable disease; the employee may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the

supervisor to determine if or when the employee is permitted to leave duty for this purpose.

B. Employees 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 vaccines for Hepatitis, Flu, etc., 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. 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 42 – EDUCATION

A. The District shall pay all necessary costs for any schooling or training required by the District.

B. The District shall reimburse employees for 100% of the employees' cost for books and tuition for courses taken pursuant to a program leading to an Associate Degree in Fire Science and for Employment-related courses taken beyond the Associate Degree level.

1. In order to receive the benefit conferred by the section above, courses taken require the prior review of the Education Committee with final approval by the Fire Chief or his designee and satisfactory completion.
2. Satisfactory completion shall be interpreted to mean a minimum final grade of "C" or its equivalent.

C. In order to be eligible for educational reimbursement under this Article, an employee must be certified as a permanent employee. Eligible employees shall be considered on a first-come first-serve basis, except that: continuing students shall be given priority over beginning students.

D. Textbooks, if purchased by the District under part B of this Article for courses taken, shall become the property of the District and utilized by the District as a reference library available to the employees of the District.

E. The Fire Chief, his designee, or the Education Committee shall not withhold approval for educational reimbursements to eligible employees to the extent that funds budgeted pursuant to this Article in any fiscal year are unspent.

F. The District will provide additional compensation to all employees who maintain EMT-Intermediate or Paramedic certifications through the State of Nevada only as described herein. Personnel assigned to the rank of Firefighter/Paramedic will not qualify for additional compensation. Personnel who maintain EMT-Intermediate or Paramedic certifications outside of the rank of Firefighter/Paramedic shall be entitled to receive compensation for the highest of the two certifications, but not both. Qualified Paramedics

outside of the rank of Firefighter/Paramedic shall be expected to perform ALS functions AS NEEDED and maintain apparatus ALS licensure. However, if assignments to be the sole ALS provider on an apparatus become a long-term assignment, the District shall compensate the employee in accordance to the differential of pay between a Firefighter and Firefighter/Paramedic. For example, if the District hires a Firefighter with Paramedic certification, but does not classify that employee as a Firefighter/Paramedic, the District must only use that Firefighter occasionally for ALS purposes. If that Firefighter is used to perform the same duties as a Firefighter/Paramedic for an extended duration, that Firefighter shall be compensated as stated above, or reclassified into the Firefighter/Paramedic classification. Any change in requirements for certification by the State or District shall cause this section to be renegotiated.

1. EMT-Intermediates: All personnel maintaining current EMT-Intermediate certification in the State of Nevada shall receive compensation equivalent to 3% of base pay, included in each bi-weekly payroll
2. Paramedics: All personnel maintaining current Paramedic/EMT-Advanced certification in the State of Nevada shall receive compensation equivalent to 6% of base pay, included in each bi-weekly payroll.

ARTICLE 43 – TRAINING COURSES AND SEMINARS

Employees will be reimbursed for seminars and training programs pursuant to the following:

A. To be eligible for reimbursement, the seminar or training program must be approved fourteen (14) days in advance by the Fire Chief or his designee. If the training request is submitted less than fourteen days in advance, the Fire Chief or his designee has the authority to approve the training reimbursement request.

B. The training program must be directly related to improving the employees' proficiency in performing the assigned duties of their current position with the Truckee Meadows Fire Protection District; or otherwise directly related to the employees' career advancement within the Truckee Meadows Fire Protection District.

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

1. Only full-time employees, who have completed their initial probation with the Fire District, shall be eligible for reimbursement.
2. Unless approved otherwise by the Fire Chief, or his designee, such seminars or training programs shall be taken on the employee's own time.
3. No employee shall be reimbursed for more than five hundred dollars ($500.00) per fiscal year for costs incurred within that fiscal year, unless otherwise approved by the Fire Chief or his designee.

D. Reimbursable expenses shall include the following; any fees for seminars or training programs, reasonable costs for required course materials, lodging, meals, and transportation. The employee shall pay all of the above costs in advance. Upon completion of the seminar or training program, the employee shall submit proof of satisfactory completion of the seminar or training or other evidence of attendance and detailed receipts of all costs incurred. Upon approval of the Fire Chief, the employee shall be reimbursed for costs up to five hundred ($500.00) dollars, unless otherwise approved by the Fire Chief or his designee.

E. Costs for classes or training that are required to maintain an employee's current job classification will not be counted toward the five hundred dollar ($500.00) annual allotment.

F. All new hire employees will be required to receive no less than 80 hours of training related to all applicable job functions of that employee's classification prior to being made eligible to respond to emergency calls.

G. Minimum training requirements of all firefighters eligible to respond to emergency calls within the District shall include the following:

1. All firefighters will maintain valid certification as a NV Firefighter II (or equivalent if changes are made to certification requirements after the agreement of this contract) in order to respond to any type of fire related incident.
2. All firefighters must maintain a current "red card" in order to be eligible for response to wildland fire incidents. Qualified personnel shall be issued a red card upon satisfactory completion of their annual physical.
3. All personnel who respond to medical incidents within the District shall maintain no less than an EMT-B certification.
4. All personnel shall receive a minimum of 240 hours of annual documented training in areas that comply with NFPA, ISO, and OSHA guidelines in addition to position specific training above the firefighter level.

ARTICLE 44 – REIMBURSEMENT FOR MILEAGE

A. In the event an employee is required by the Fire Chief or his designated representative to use a personal vehicle for the conduct of District business, the employee shall be reimbursed for each mile traveled at the current rate established by the current applicable IRS rate or the Board of Fire Commissioners, whichever is greater.

B. In the event an employee is contacted while off-duty and is required by the Fire Chief or his designated representative to report to a station which is not his regularly assigned station to work his regularly scheduled shift and if he needs to pick up his personal equipment at his regular station, said employee shall be paid mileage from his regular station to his newly assigned station. Retrieving personal equipment from his regularly assigned duty station is not to be considered hours worked.

ARTICLE 45 – CLOTHING ALLOWANCE

A. Each employee shall receive a clothing or uniform allowance in the amount of $1,000.00 annually, payable in two (2) equal semi-annual installments on the first payday in July and the first payday in January.

B. Both parties further agree that a special emphasis will be placed on a "one uniform" concept. Any uniform changes are to be discussed between the Union and the District and must be mutually agreed on before being implemented.

C. In the event of a uniform change, all Fire District members who are required to wear a uniform will, within a one (1) year period from the effective date of the change, convert to the new type uniform.

ARTICLE 46 – RELIEF AT INCIDENT

It is the intent and desire of the District and the Union to avoid accidents and injuries on the emergency scene. Therefore, when an emergency incident requires the provision of proper relief personnel, facilities, and/or equipment (i.e. food, sanitation, and shelter), the District shall make reasonable efforts to obtain same to facilitate a safe and effective environment for those employees involved.

ARTICLE 47 – DISCIPLINE/DISCHARGE

A. The District shall not reprimand, demote, suspend, or discharge an employee without just cause. The term "just cause" includes the concept of progressive discipline, where appropriate. 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.

1. It is the policy of the District, through a progressive and corrective discipline system, to give Employees an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. An Employee may be summarily dismissed only in the event of gross misconduct. 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 below, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions. Verbal warnings or written reprimands may be administered by the employee's immediate supervisor, or the Fire Chief. A demotion, suspension or discharge shall be administered by the Fire Chief.

a. Verbal Warning/Reprimand - A verbal warning or reprimand is given to the Employee for the first occurrence of a minor offense.

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 states the nature of the offense and specifies any future disciplinary action which may be taken against the Employee if the offense is repeated. A copy of the written warning is placed in the Employee's personnel file, but it is removed eighteen (18) months following the date on which it was given if the intervening service has been satisfactory. 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, despite previous warnings, an Employee fails to reach the required standards in the specified time frame, the Employee may be suspended without pay. An employee may be suspended without pay without prior infractions for serious offenses. Under suspension, the Employee is barred from working for a period of time and his/her salary is docked accordingly. Suspension without pay actions could range from one (1) to five (5) shifts for line personnel and one (1) to ten (10) work days for eight (8) or ten (10) 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 District business.

iii. 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).

d. Discharge - An Employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be discharged. In the case of a serious infraction (gross misconduct), an Employee may be summarily discharged without benefit of the progressive and corrective discipline's sequence of lesser actions.

e. Notice of Intent - Before taking action to discharge, demote or suspend an Employee having permanent status, i.e., Employees who have successfully completed an initial probationary period of twelve months, the District shall serve on the Employee and the Union, (unless the Employee requests in writing that the Union not be notified), either personally or by certified mail, a "Notice of Intent" which shall contain the following:

1. A statement of the District's intention.
2. A statement of the cause or causes upon which the action is based.
3. A statement that the Employee may review and shall receive upon request, copies of material upon which the action is based.
4. A statement that the Employee has seven (7) calendar days to respond to the charges, either orally or in writing.

The Employee or the Union, upon whom "Notice of Intent" has been served, shall have seven (7) calendar days to respond or protest to the District either orally or in writing before the proposed action may be taken.

B. Protest of Action:

1. The Union may protest any disciplinary action taken under this article which shall be an appeal considered and processed in accordance with Article 59 (Grievance Procedure), commencing at step 3, except as provided below.

2. A rejection of an Employee during a probationary period is not considered disciplinary action. Probationary Employees who are rejected during their initial probationary period are not subject to the grievance procedure.

3. An Employee who is promoted and subsequently rejected during his promotional probationary period shall be returned to the lower classification from which he was promoted.

C. For the purpose of this article employee is representative of those non-supervisory, supervisory, and emergency support personnel covered under Article 3 of this CBA.

D. The parties recognize for the purpose of progressive discipline, nothing shall be used against an employee in a demotion, suspension or discharge action unless the employee has been notified in writing. In the event that there has been such notification, written reprimands shall not be used against an employee if it has been in the employee's file for a period of eighteen (18) months, discounting periods of leaves of absence, provided that there has been no notification for the same or similar conduct during that eighteen (18) month period. This eighteen (18) month limitation does not apply 1) to any discipline rising to the level of a suspension or demotion, or 2) to any disciplinary action taken against an employee arising out of a matter covered under Title VII of the Civil Rights Act of 1964. The purpose of the second exception is to allow consideration of both the seriousness of the employee's proven offense and the record of the employee with the County in determining the degree of discipline administered, given the County's specific legal obligations under Title VII.

Upon written request of an employee to the Fire Chief, disciplinary material that has been in the employee's file for a period of eighteen months may be removed from the employee's personnel file at the discretion of the Chief, excluding those materials relating to Title VII referred to in Section D above.

E. Disciplinary materials removed from an employee's personnel file shall be maintained by the Human Resources Department as historical records of discipline imposed and for the purpose of providing a defense in any future employment litigation involving the District.

ARTICLE 48 – GRIEVANCE PROCEDURE

I. GENERAL

A. Definitions

1. Grievance: A grievance is a disagreement between an individual, or the Union, and the Employer concerning interpretation, application, or enforcement of the terms of this Agreement.
2. Grievant:

(a) A District employee who is covered by the provisions of this Agreement and who is adversely affected by the matter being grieved, or the Union on behalf of an employee(s).

(b) The Union may file a grievance alleging a violation of the provisions of this Agreement on matters impacting the bargaining unit, as a whole, such as conflicting interpretations of contractual provisions.

(c) An employee covered by the terms of this Agreement is not precluded from acting for himself with respect to any condition of his employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of this Agreement.

3. Day: For purposes of this procedure, a day is defined as a calendar day.

II. PROCEDURE

A. Informal: The aggrieved employee shall take up the grievance with his immediate supervisor and/or Battalion Chief within fourteen (14) days of its occurrence. The Battalion Chief shall attempt to adjust the matter at the time.

B. If the decision of the Battalion Chief does not resolve the grievance, the Union shall proceed as follows:

Step 1: Within fourteen (14) days of knowledge of the occurrence, the Union may submit a signed written grievance to the Fire Chief. Within five (5) days from the date the written grievance is received, the Fire Chief shall schedule a meeting with the Union to review and discuss the grievance for attempted resolution. The above may occur with or without the presence of the grievant. If the grievance is not settled, the Fire Chief shall respond in writing to the grievance within five (5) days of the date the meeting was conducted.

Step 2: Within ten (10) days following failure to settle the grievance under Step 1, the Union may submit it to the Washoe County Labor Relations Manager. Within five (5) days from the date the written grievance is received, the Washoe County Labor Relations Manager or his/her designee shall schedule a meeting with the Union to review and discuss the grievance for attempted resolution. If the grievance is not resolved, the Labor Relations Manager shall provide a written response to the grievance.

Step 3: Within ten (10) days following failure to settle the grievance under Step 2, the Union may submit it to arbitration.

C. The Arbitrator shall be selected in the manner prescribed by the Voluntary Labor Arbitration rule of the American Arbitration Association. The arbitration shall be conducted under the rules of the American Arbitration Association. The list of arbitrators, seven (7) names, may be obtained from the American Arbitration Association Fresno office. The parties shall select the arbitrator from the list by alternately striking one name until the name of only one arbitrator remains, which will be the arbitrator to hear the dispute. For the first grievance hearing the Union shall strike the first name. From that point forward, the parties shall alternate striking first. With the mutual consent of the parties, expedited arbitration may be used.

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

E. The costs of arbitration shall be borne as follows:
1. The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs, and data to be presented to the Arbitrator shall be borne separately by the respective parties.
2. The Arbitrator's fees and expenses, and the cost of any hearing room, shall be borne equally by both parties to the arbitration.
3. If either party requests a court reporter, the requesting party will 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.

F. Failure to Act: If the management response to a grievant at any level of the procedure is not appealed within the prescribed time limits, said grievance shall be considered settled on the basis of the last answer provided and there shall be no further appeal, review, or re-submission of said grievance. Should management not respond within the prescribed time limits, the grievance shall proceed to the next level.

G. Waiver of Time Limits: Any of the time limits contained in this procedure may be waived upon the mutual written agreement of both parties, except that the waiver of any of the time limits contained in Step 1 of this procedure can only be agreed to on the part of the District by the Fire Chief or his Chief Deputy.

H. Settlement of Grievance Outside of Arbitration: The District shall accept no grievance settled by an employee in a classification represented by the International Association of Fire Fighters (I.A.F.F.), Local 3895, unless said employee has received the concurrence of the Fire Chief or his Chief Deputy on the settlement.

ARTICLE 49 – REDUCTION IN FORCE

District retains the right described in NRS 288.150(3)(b) to reduce in force or layoff

any employee because of a lack of work or lack of money, as determined by the District, subject to the procedures described in this article.

In the case of a personnel reduction and/or a reduction of services, due to the lack of work or lack of money, the employee with the least seniority shall be laid off first. All reduction in force shall be established by seniority in the Department. Departmental seniority shall be established from Article 50. Employees shall be recalled in the order of their seniority. No new employee shall be hired until all laid-off employees have been given opportunity to return to work.

1. The District shall notify the Union of the need to reduce the number of employees who are on payroll within the bargaining unit at least ninety (90) days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected, the rank or classification of each position so affected, and the division or divisions, if any, which are to be affected. Immediately after issuing the notice, the District shall give the Union a reasonable period of time, of no less than thirty (30) days, within which it shall meet and negotiate. The District shall respond to any proposals, which the Union may make in response to the subject matter of notice.

2. Each employee who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any division shall be given written notice, at least sixty (60) days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him or her. The notice shall state the reasons for the action, and any rights, which the employee may have under the Department Policies and Procedures or this agreement with regard to his or her employment. A copy of the notice also shall be delivered to the Union.

3. In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reductions in ranks shall be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion.

4. An employee who is laid off shall be paid for all accrued time in accordance with this agreement.

5. All employees who are reduced in rank or laid off shall not suffer any loss in benefit or entitlement accrued proper to the date of the action, e.g., holidays, vacation, personal leave, pension, and overtime, earned, accumulated and unused at the time of reduction in rank or layoff.

6. Each employee who is bumped out of rank or classification shall, in turn, be reduced only one rank, to the rank or classification immediately junior. This shall not pertain to layoffs, which shall be consistent with District seniority rights.

7. The employee shall receive the maximum salary for the lower grade. If the current salary is less than the maximum of the lower grade, the employee shall receive the closest salary rate of the lower grade.

8. No employee shall be promoted in a class where a demotion occurred due to a Reduction in Force until those who were demoted are offered positions in that Class.

9. For the purpose of this article, employee is representative of those non-supervisory, supervisory, and emergency support personnel covered under Article 2 of this agreement.

10. In the event the District determines that it will offer employees incentives for voluntary, early separations of service or retirement, the District shall establish the criteria for eligibility and the amount of such incentive. Employees who elect to accept such offers may accept the incentive as a lump sum payment, and/or apply the incentive towards PERS credit purchases.

11. In the event a management level position such as Battalion Chief or other position outside of the positions represented by Local 3895 is eliminated and results in a layoff of those personnel, the affected person shall have the right to return to his/her previously held position provided they were promoted out of Local 3895 and not hired from the outside. Upon returning to said position, the class seniority shall be set at the same amount of time that existed upon last occupying such position. Any seniority that was accumulated in a management level position shall be excluded from the class seniority for the re-occupied position. In no event shall this provision be utilized to circumvent a disciplinary demotion or voluntary demotion.

ARTICLE 50 – SENIORITY

A. Seniority Defined
   1. Seniority shall be based upon all continuous time with the State of Nevada Division of Forestry for employees hired by the District prior to July 1, 2006, in addition to time accrued with the District.
   2. For employees formerly employed by the City of Reno Fire Department who transitioned employment to the District in June 2012, seniority shall be based upon all continuous time with the City of Reno Fire Department in addition to time accrued with the District.
   3. For employees hired on or after July 1, 2006, seniority will be solely based on time with the District.
   4. Periods of separation may not be bridged to extend such service unless the separation was the result of a layoff.

B. District Seniority
   District seniority shall be determined by the following means:
   (a) Date of Employment.
   (b) Entrance examination grade.
   (c) Date of original application.

In the event Factor (a) is not conclusive, Factor (b) shall govern. In the event Factor (b) is not conclusive, Factor (c) shall govern. In the event there is a tie, the employee holding

the highest rank shall have seniority. In the event there is still a tie, seniority shall be determined by the drawing of lots.

C. Class Seniority

Seniority within a class shall be determined by the following means:

(a) Date of promotion or appointment to the class, or in the case of an employee displacing to a lower class in which he has not held an appointment, the date in the lower class shall be the date of appointment or promotion in the higher class from which the employee is being reduced.

(b) Examination score for that class.

(c) District seniority.

In the event Factor (a) is not conclusive, Factor (b) shall govern and, in the event Factor (b) is not conclusive, Factor (c) shall govern.

D. Seniority List

The District and the Union agree that a seniority list showing the date of hire and the date of last promotion (when such is applicable) shall be established and brought up to date at the start of each fiscal year and posted on the Fire District bulletin boards. If no employee or the union protests seniority shown on their behalf within forty-five (45) days of such posting, the seniority list shall stand as conclusive evidence of each person's seniority until the establishment of the new seniority list.

E. Seniority Station Bidding

Seniority for station bidding shall be determined by Class Seniority (C. of this section) for that position and shall not be determined by total District time, except in the event of a tie.

1. Due to the special skillset required, the position of Logistics Captain is exempt from this provision and shall be appointed by the Fire Chief or his designee.

F. Seniority Broken

Seniority shall not be broken by annual leave, sick leave, maternity leave, military leave, or any other type of leave.

ARTICLE 51 – POLYGRAPH EXAMINATIONS

No member shall be compelled to submit to a polygraph examination against his 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 a polygraph examination shall be confined to the fact that, "Truckee Meadows Fire Protection District does not compel fire safety personnel to submit to polygraph examinations".

ARTICLE 52 – PHYSICAL EXAMINATIONS

A. Any and all examinations required by the Nevada Revised Statutes relating to District employment which are performed by a District designated physician shall be paid by the

District at no cost to the employee.

B. It is the responsibility of the District to schedule any and all examinations with a District designated physician pursuant to NRS 616, 617 and applicable Employees' Insurance of Nevada regulations, including Hazardous Materials exams as required by O.S.H.A, on or before the birthday month of the employee.

1. The District shall schedule such examinations while the employee is scheduled to be on or off duty. Any time spent for such examinations shall be considered hours worked, not to exceed six (6) hours, and shall be paid in accordance with Article 18, Overtime.
2. There shall be no loss of pay or any accrued leave to the employee.
3. If, as a result of the physical examination, further testing is required, any additional costs for testing shall be paid by the District.

C. An employee may elect to utilize his own personal physician to obtain an annual physical to comply with NRS 616 and 617. If an employee makes such an election, the employee shall be responsible for scheduling the examination, and such examination shall be administered while the employee is off duty. The time spent taking the examination shall be considered as hours worked, not to exceed six (6) hours.

1. The employee shall provide the District with the required information from such examination on or before his birthday month of each year.
2. The District shall pay for the cost of the examination with the employee's personal physician up to an amount equal to the cost of the examination with a District designated physician.
3. If as a result of the physical examination further testing is required, any additional costs for testing shall be paid by the District up to an amount equal to the cost of the examination with a District designated physician.

D. It is the responsibility of the employee to obtain an annual physical examination for the "Heart and Lung Bill" (NRS 616 and 617). The employee shall endeavor to schedule his/her examination during his/her birthday month. If this does not occur, pursuant to NRS, the District shall schedule said appointment. The District shall not schedule any appointments that interfere with previously scheduled leave times.

ARTICLE 53 – UNION BUSINESS

A. Any members of the Union Executive Board or Union Committee members shall have access to a 'pool' of man-hours donated by individual Union members. Each of these members may draw upon this 'pool' as needed or required to conduct Union business. The District agrees to annually contribute seventy two (72) hours to this pool on July 1 of each year.

B. It shall be the responsibility of the Union president to control the maintenance, usage, and records for said 'pool' time.

C. Safety Committee and/or Joint Labor-Management meetings will not require use of said 'pool' hours.

D. Subject to scheduling conflicts, the District agrees to allow the Union to use Employer property for Union meetings.

Release Time for Negotiations:

Two (2) members of the Union Negotiating Committee shall be allowed time off, with no loss of pay or any accrued leave, for any and all meetings between the District and the Union for the purpose of contract negotiations when such members are scheduled to be on duty.

Release Time for Grievances:

The District shall provide time off, with no loss of pay or any accrued leave, to the grievant and up to one (1) Union representative for any and all meetings between the District and the Union for the purpose of processing grievances when such members are scheduled to be on duty.

ARTICLE 54 – UNION DUES DEDUCTION

A. The District shall cause dues to be deducted from the salaries of Union Members and promptly pay over to the proper officers of the Union the money so collected.

B. No deduction shall be made, except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made.

C. There shall be no restriction on the right of an employee to terminate his dues deduction authorization.

D. The Union shall certify to the District in writing the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

E. Upon written authorization to Payroll from an employee, either directly or through a limited power of attorney, the District agrees to deduct on a bi-weekly basis from the wages of said employee such sums as necessary for any other payroll deduction types authorized by the District. Each employee shall have the right to terminate such payroll deductions at any time upon written request to Payroll.

F. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

ARTICLE 55 – BULLETIN BOARDS

A. The District will furnish and maintain, in good repair, suitable bulletin boards in each fire station for use by the Union in posting Union notices and other information. There shall also be a Union bulletin board located in the Fire Prevention offices, the Fire Equipment Mechanic's shop, and the Fire Training office. Additionally, the District will furnish a working area for the Union computer and desk at each station.

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

C. The Union agrees to hold the District harmless for all materials posted upon the Union bulletin boards.

D. The material posted on bulletin boards shall not be obscene, defamatory, or of a partisan political nature. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed as soon as no longer timely.

ARTICLE 56 – MAINTENANCE OF EXISTING CONDITIONS

A. The District agrees to maintain the following for the duration of this Agreement:
1. The use of all public utilities in the fire station.
2. Recreational time and exercise periods subject to the approval of the immediate supervisor.
3. The right to work on personal projects and use station facilities after normal working hours, subject to approval of the immediate supervisor.
4. The provision of personal lockers with a serviceable locking mechanism.
5. The provision of kitchen appliances and cooking utensils and the prompt replacement of those items as needed.
6. The initial provision of shield and nametag.
7. The provision of release time at no loss of pay for voting privileges in any state, national, or local election.
8. The provision of potable water where applicable.
9. The District shall provide all employees a copy of the Agreement presently in effect. The District and the Union agree to share equally the cost of printing and reproduction of the Agreement.

B. The District shall at all times maintain the stations in a habitable condition. A station is not habitable if it substantially lacks one or more of the following:

1. Effective waterproofing and weather protection of roof and exterior walls and doors.
2. Plumbing facilities that conform to applicable law when installed and which are maintained in good working order.
3. A water supply approved under the law and capable of producing hot and cold running water, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the District.
4. Adequate heating facilities that conform to applicable law when installed and are maintained in good working order.

5. Electrical lighting, outlets, wiring, and electrical equipment that conformed to applicable law when installed and are maintained in good working order.
6. Floors, walls, ceilings, stairways, and railings maintained in good repair.
7. Ventilating, air conditioning, and other facilities and appliances maintained in good repair.
8. Stoves for meal preparation and dishwashers for sanitation purposes. Said appliances shall be maintained in good repair.
9. Washer and dryer for washing station towels, rags, etc.

C. In the event that repairs and/or maintenance beyond that which is commonly performed by employees becomes necessary, the District shall perform or otherwise arrange for the performance of such repairs and/or maintenance. The District shall perform or arrange for the performance of remodeling as needed to maintain station in good repair and in habitable condition.

ARTICLE 57 – POLITICAL ACTIVITY

A. Employees may engage in political activity that is not prohibited by State laws or County code.

B. Employees will not engage in political activity while on duty or in uniform. Political activity is activity to elect or defeat any candidate, political party, or ballot issue.

C. Applicable State and Federal laws shall be followed when allowing employees to vote in the electoral process.

ARTICLE 58 – PERSONNEL FILES

A. The District will maintain a personnel and health file on each employee.

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

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

D. Only those people working in Human Resources, those people in the immediate chain of command of the employee, and the Fire Chief shall have access to an employee's files. In addition, the District's authorized attorney(s) shall have the right to access an employee's files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the employee.

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

F. 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 Human Resources a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file and/or health file.

G. No information from any employee personnel file and/or health file may be given to a for-profit business without the written permission of the employee.

H. Unless otherwise directed by the employee, the Union shall be notified within five (5) working days of any disciplinary materials placed in an employee's files.

ARTICLE 59 – CONSOLIDATION

1. The District agrees to negotiate, including all provisions provided by NRS 288 and this contract within the scope of representation of Local 3895 I.A.F.F., with the Union over the impact and effects on represented employees of any decision to consolidate, merge, contract, subcontract, or any other form of transfer or placement to another entity, of any function which Local 3895 I.A.F.F. has a legal interest.

2. For the purpose of this article, 'employee' is representative of those non-supervisory, supervisory, and emergency support personnel covered under Article 2 of this Agreement.

ARTICLE 60 – EXECUTION DATE

This Agreement was mutually agreed upon by the parties, ratified by the Union, and adopted by the Board of Fire Commissioners. The parties hereto through their duly authorized officers or representatives and intending to be legally bound hereby have hereunto set their hands and seals this 28th day of October, 2014.

David Humke, Chairman
Truckee Meadows Fire Protection District

Joe Schum, President
Truckee Meadows Fire Fighters Association, I.A.F.F. Local 3895

Appendix A – Salary Schedule
(Effective 07/01/14)

Classification	Step	Hourly Rates 2.25% COLA 07/01/14 FY 14/15	2% COLA 07/01/15 FY 15/16	2% COLA 07/01/16 FY 16/17
Fire Captain	1	20.95	21.37	21.80
(2912 Hours)	2	22.37	22.82	23.28
Police/Fire PERS	3	23.89	24.37	24.86
	4	25.50	26.01	26.53
	5	27.24	27.78	28.34
Fire Captain	1	29.33	29.92	30.52
(2080 Hours)	2	31.32	31.95	32.59
Police/Fire PERS	3	33.45	34.12	34.80
	4	35.70	36.41	37.14
	5	38.14	38.89	39.68
Fire Equipment Operator	1	18.66	19.03	19.41
(2912 Hours)	2	19.93	20.33	20.74
Police/Fire PERS	3	21.28	21.71	22.14
	4	22.72	23.17	23.63
	5	24.26	24.75	25.25
Fire Equipment Operator	1	26.12	26.64	27.17
(2080 Hours)	2	27.90	28.46	29.04
Police/Fire PERS	3	29.79	30.39	31.00
	4	31.81	32.44	33.08
	5	33.96	34.65	35.35
Firefighter/Paramedic	1	18.66	19.03	19.41
(2912 Hours)	2	19.93	20.33	20.74
Police/Fire PERS	3	21.28	21.71	22.14
	4	22.72	23.17	23.63
	5	24.26	24.75	25.25
Firefighter/Paramedic	1	26.12	26.64	27.17
(2080 Hours)	2	27.90	28.46	29.04
Police/Fire PERS	3	29.79	30.39	31.00
	4	31.81	32.44	33.08
	5	33.96	34.65	35.35

Note: Effective 07/01/14 – Fire Equipment Operator pay increased to match Firefighter/Paramedic pay.

Appendix A – Salary Schedule
(Effective 07/01/14)

		Hourly Rates		
		2.25% COLA 07/01/14	2% COLA 07/01/15	2% COLA 07/01/16
Classification	Step	FY 14/15	FY 15/16	FY 16/17
Firefighter	1	16.31	16.64	16.97
(2912 Hours)	2	17.41	17.76	18.12
Police/Fire PERS	3	18.60	18.97	19.35
	4	19.86	20.26	20.67
	5	21.21	21.63	22.06
Firefighter	1	22.83	23.30	23.76
(2080 Hours)	2	24.37	24.86	25.37
Police/Fire PERS	3	26.04	26.56	27.09
	4	27.80	28.36	28.94
	5	29.69	30.28	30.88
Fire Mechanic	Min.	25.15	25.65	26.16
(2080 Hours)	Max.	32.69	33.34	34.01
Regular PERS				
Fire Prevention Specialist	Min.	29.32	29.91	30.51
(2080 Hours)	Max.	36.42	37.15	37.89
Regular PERS				
Fire Prevention Specialist	Min.	26.72	27.25	27.80
(2080 Hours)	Max.	33.19	33.85	34.53
Police/Fire PERS				

Note: Effective 07/01/14 – Fire Mechanic base wage increased by 5% + 2.25% COLA for 7.25% total.