Collective Bargaining Agreement Between the North Lyon Fire Fighters Association IAFF Local 4547 & North Lyon County Fire Protection District FY 26/27

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ARTICLE 1.

PREAMBLE

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

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

ARTICLE 2.

RECOGNITION

A. The DISTRICT hereby recognizes the union as the exclusive bargaining agent for all full time non-supervisory, supervisory and emergency support services EMPLOYEES engaged in fire prevention, suppression, and fire equipment/apparatus repair and maintenance in the North Lyon County Fire Protection District.

B. The DISTRICT hereby recognizes the union as the exclusive bargaining agent for all full time non-supervisory, supervisory, and emergency support services EMPLOYEES employed by the North Lyon County Fire Protection District to provide emergency medical services.

C. In the event of any new position(s) being established, during the term of this agreement, by the DISTRICT, not listed above, and if that position is determined to be a community of interest; the position shall be included within the bargaining unit and represented within this agreement. The DISTRICT reserves the right to establish new classifications which may fall within the scope of this Agreement, including requirements and wage rates. Any wage rates for new classifications covered under this agreement will become subject to bargaining upon expiration of this Agreement. The DISTRICT shall notify the Union President of all changes to the job classifications covered by this Agreement.

D. Excluded from this agreement is the Fire Chief position.

ARTICLE 3.

MANAGEMENT RIGHTS

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

1. The right to hire, direct, assign, or transfer an employee, but excluding the right to assign or transfer as a form of discipline.

2. The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to Paragraph (v) of Subsection 2 of N.R.S. 288.150.

3. The right to determine:

    a) Appropriate staffing levels and work performance standards except for safety considerations;

    b) The content of the workday, including without limitation workload factors, except for safety considerations;

    c) The quality and quantity of services to be offered to the public; and

    d) The means and methods of offering those services.

B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

C. The DISTRICT shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees.

D. The DISTRICT may, but is not expected to, negotiate matters which are outside the scope of mandatory bargaining, but it is not required to negotiate such matters.

ARTICLE 4.

SALARIES

A. All employees will be paid on each bi-weekly Friday, with salary computed through the preceding Friday. A pay period is defined as a 14-day period beginning on a Saturday and ending on the second subsequent Friday. Employees will be paid for hours worked, provided that the employee is on duty as scheduled or on authorized paid absence.

B. FLSA overtime shall be computed bi-weekly and paid during each 14-day pay period for applicable 56-hour employees, as defined by FLSA.

C. Hourly rate for (Line) employees for FY 26/27 shall be as follows:

Rank	Annual Wage	2912 Hourly	2080 Hourly
FF/EMTA Step 1	$71,131.14	$24.4269	$34.2000
FF/EMTA Step 2	$74,874.88	$25.7125	$36.0000
FF/EMTA Step 3	$78,815.67	$27.0658	$37.8900
FF/EMTA Step 4	$82,963.86	$28.4903	$39.8900
FF/EMTA Step 5	$87,330.38	$29.9898	$41.9900
FF/PM Step 1	$78,723.77	$27.0343	$37.8500
FF/PM Step 2	$82,867.12	$28.4571	$39.8400
FF/PM Step 3	$87,228.55	$29.9549	$41.9400
FF/PM Step 4	$91,819.53	$31.5314	$44.1400
FF/PM Step 5	$96,652.13	$33.1910	$46.4700
Engineer Step 1	$78,723.77	$27.0343	$37.8500
Engineer Step 2	$82,867.12	$28.4571	$39.8400
Engineer Step 3	$87,228.55	$29.9549	$41.9400
Engineer Step 4	$91,819.53	$31.5314	$44.1400
Engineer Step 5	$96,652.13	$33.1910	$46.4700
Captain Step 1	$91,195.55	$31.3172	$43.8400
Captain Step 2	$95,995.32	$32.9654	$46.1500

Captain Step 3	$101,047.70	$34.7004	$48.5800
Captain Step 4	$106,366.01	$36.5268	$51.1400
Captain Step 5	$111,964.22	$38.4493	$53.8300
FM Step 1	$91,195.55	$31.3172	$43.8400
FM Step 2	$95,995.32	$32.9654	$46.1500
FM Step 3	$101,047.70	$34.7004	$48.5800
FM Step 4	$106,366.01	$36.5268	$51.1400
FM Step 5	$111,964.22	$38.4493	$53.8300
BC Step 1	$123,674.97	$42.4708	$59.4600
BC Step 2	$130,184.18	$44.7061	$62.5900
BC Step 3	$137,035.98	$47.0591	$65.8800
BC Step 4	$144,248.40	$49.5359	$69.3500
BC Step 5	$151,840.42	$52.1430	$73.0000

D. The 56-hour (Line) employee's base annual rate is determined by multiplying the above hourly rate by 2,912.

E. Conversion to a 40-hour employee (Non-line) shall be the listed rate multiplied by 2,912 and then divided by 2,080.

F. **Base rate** is defined as the employee's hourly wage as listed in the above hourly rates of pay. **Regular rate** is defined as the employee's base rate **plus** longevity and Incentive pay.

G. All pay step increases are based on years of service and not merit based.

ARTICLE 5.

HOURS OF WORK

A. 56-Hour Personnel (Line Personnel):

1. The regular workday and work week for line employees shall consist of three (3) shifts "A", "B", "C", on duty from 0800 to 0800, with each shift alternating on a schedule of:

   i. Forty-eight (48) consecutive hours on duty.
   ii. Ninety-six (96) consecutive hours off duty.

2. The normal workday schedule for line personnel is 0800 hours-1700 hours within which the EMPLOYEE will be allotted one (1) hour for lunch and two (2) fifteen (15) minute breaks; during these times EMPLOYEES shall respond to all incidents. Also, during this time a physical fitness period of one (1) hour will be allowed. Bargaining unit employees are paid hour for hour while on duty within the District as well as any additional work hours assigned voluntarily or involuntarily. Thus, bargaining unit members are subject to work assignments authorized by or assigned by District Officers after 1700 hours when necessary.

3. Light duty assignments may require that shift personnel be reassigned to a forty (40) hour work week. Light duty is provided for in the event that the shift employee cannot serve in their full capacity as a responding firefighter, due to on duty injuries/illness. Light Duty for off duty illness/injury will be considered on a case-by-case basis at the discretion of the Fire Chief.

B. 40-Hour Personnel (Non-line Personnel):

1. The normal work-day schedule for Non-line employees consists of an 8-hour or 10-hour workday depending on the DISTRICT's determination of workday need and efficiency. During the workday, the EMPLOYEE will be allotted one (1) hour for lunch

and two (2) fifteen (15) minute breaks; during these times EMPLOYEES shall respond to all incidents. Also, during this time a physical fitness period of one-half (1/2) hour will be allowed. Bargaining unit employees are paid hour for hour while on duty within the District as well as any additional work hours assigned voluntarily or involuntarily. Thus, bargaining unit members are subject to work assignments authorized by or assigned by District Officers after 1700 hours when necessary.

2. Light duty is provided for in the event that the shift employee cannot serve in their full capacity due to on duty injuries/illness. Light Duty for off duty illness/injury will be considered on a case-by-case basis at the discretion of the Fire Chief.

ARTICLE 6.

MISCELLANEOUS PROVISIONS

A. The DISTRICT agrees to maintain the following for the duration of this Agreement:

1. The use of all public utilities in all fire stations.

2. The right to work on personal projects and use station facilities after normal working hours, 17:00 – 08:00, is allowed but may be subject to the approval of the direct supervisor.

3. The provision of release time at no loss of pay for voting privileges in any state, national or local election will be recognized. Each employee shall endeavor to make every effort to vote prior to the beginning of the shift.

4. The DISTRICT shall provide all employees an electronic copy of the Agreement presently in effect and provide one printed copy to each fire station

ARTICLE 7.

OVERTIME COMPENSATION

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

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

2. Overtime will be earned in increments to the nearest one-half (0.5) hour.

B. An employee may take compensatory time off in lieu of cash. Compensatory time at the premium rate will be granted in lieu of overtime pay; this shall not be a pre-condition to overtime opportunities. The employee will notify the employer before the end of the pay period if he/she wishes compensatory time. The maximum amount of compensatory time that may be accumulated is 144 hours.

1. Compensatory time may be used as leave time without the use of Vacation or Sick Leave.

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

C. Overtime will be added to the payroll check for the pay period during which the overtime is normally paid (current practice). If time is lost during the regular work week for unexcused absence, then overtime pay shall not prevail until the overtime hours worked exceed the unexcused absence hours. It is understood that nothing in this Article shall require payment for overtime hours not worked. All overtime must have previous authorization of the Fire Chief if compensation therefore is to be affected. At no time will

the use of sick or annual leave be misconstrued as unexcused.

D. Line employees required to remain on duty beyond their regular shift for emergencies shall be compensated at a rate of one and one half (1.5) times the employee's regular rate of pay for such overtime hours worked.

E. When bargaining unit members are assigned on emergency assignments out of District, employees will be compensated at 1.5 times their regular rate of pay for a maximum of 24 hours per day. Regular scheduled duty days will be at the individual's base rate of pay while on assignment portal to portal except for the first and last travel days, in which employees will only be paid for hours worked at 1.5 times the employee's regular rate of pay for those days worked in excess of the employee's regular scheduled days.

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

ARTICLE 8.

CALL BACK

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

B. Call back for line employees will be compensated for at the rate of one and one-half (1.5) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Call back shall not be construed as overtime for purposes of retirement contributions. Call back shall be compensated as defined in current Nevada PERS regulations.

C. Line Employees called back for emergencies shall be compensated at a rate of two (2.0) times the employee's regular rate of pay for such call back hours worked; and eight-hour employees shall be compensated at a rate of two (2.0) times the employee's base rate of pay for such call back hours worked.

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

ARTICLE 9.

VACATION

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

Years of Continuous Service	Vacation Accrual Rate Per Bi-weekly Pay Period
Less than five (5) years	7.0 hours
Five (5) years but less than ten (10) years	10.0 hours
Ten (10) years +	12.0 hours

Non-line Employees will be granted vacation benefits as follows:

Years of Continuous Service	Vacation Accrual Rate Per Bi-weekly Pay Period
Less than five (5) years	5.0 hours
Five (5) years but less than ten (10) years	7.14 hours
Ten (10) years +	8.57 hours

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

C. At the initiation of this agreement, some employees will have earned service credit to have begun earning vacation leave at the previous rate of 19.5 hours/month (9.75 hours/pay period). These identified personnel will not have qualified for the 8th year vacation benefit. Thus, they shall earn the previous over 5-year benefit until such time as they qualify for the 8th year benefit.

D. Hours of vacation may be accumulated, provided that no employee may accumulate earned

vacation in excess of the number of vacation hours allowed for twenty-four (24) months in the service of the DISTRICT, and not more than this number of vacation hours may be taken within any calendar year, subject to staffing requirements. Employees carrying the maximum allowable vacation hours shall be reimbursed at their applicable hourly rate for each hour or portion thereof, above the maximum allowed. This payment will be made quarterly. Employees carrying the maximum allowable vacation hours may request pay in lieu of vacation for up to six (6) months of accrued vacation to be paid at the Employee's regular straight time hourly rate, so long as the Employee maintains a minimum balance of 240 hours of vacation after the pay back. These payments will be made on a quarterly basis.

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

F. EMPLOYEES voluntarily separated from the DISTRICT shall lose all rights for computing prior service upon re-employment by the DISTRICT. Vacation benefits shall not accrue to EMPLOYEES classified as seasonal, temporary or part-time nor shall employment in any of these classifications be allowed as credit in computing earned vacation for an individual who subsequently becomes a full-time employee.

G. Upon termination of employment, each employee shall be compensated at his/her regular hourly rate for his/her total vacation hours accrued. Probationary EMPLOYEES will accrue but be unable to use vacation hours during their probationary year of employment with the DISTRICT without authorization from the Fire Chief.

ARTICLE 10.

SICK LEAVE

A. Line Employees covered by this agreement shall earn eight (8) hours of sick leave per pay period. Non-line Employees covered by this agreement shall earn five-hours-forty-two minutes (5.7) of sick leave per pay period.

B. Sick leave hours shall accrue for each pay period the employee is in full pay status for a majority of the EMPLOYEE'S regularly scheduled bi-weekly hours.

C. Sick leave may be approved when the employee is incapacitated due to illness, injury, pregnancy, childbirth, or adoption. Sick leave may also be approved when the employee is quarantined, receiving required medical or dental services or examinations, or upon injury or illness of the EMPLOYEE'S spouse, children, parents, or other legal dependent.

D. If an employee does not have adequate accrued sick leave time, the employee may be granted the use of other accrued leave time, if any, in lieu thereof. If the EMPLOYEE using sick leave has exhausted all hours in lieu of i.e. Vacation and Compensatory time that EMPLOYEE may be granted Vacation, Compensatory, or Sick Leave Hours from another member as a donation which is not required to be repaid. The minimum number of hours that may be donated is eight (8) hours. An EMPLOYEE may not donate sick leave hours if his/her sick leave balance is less than 240 hours after the donation is made. In no case, however, will sick leave time be used or granted as vacation time.

E. Sick leave shall be charged on the basis of actual time used to the nearest one half (0.5) hour. Sick leave taken during a bi-weekly period shall be charged before sick leave earned that pay period is credited.

1. For Non-line employees, holidays occurring during sick leave periods shall not be counted as sick leave time.

F. An employee requesting sick leave may be required to provide the Fire Chief with evidence

acceptable to the Fire Chief to substantiate the request beyond a total of one (1) full shift (48 hrs.) for Line Employees and three (3) consecutive days for Non-line Employees or if reasonable suspicion of sick leave abuse exists. If a request is made for evidence to substantiate sick leave use based on reasonable suspicion, the justification for making said request must be clearly articulate, in writing, by the Fire Chief.

G. Sick Leave Buyout – All full-time paid members shall be entitled to buy out sick leave above the Minimum Cap in the form of an annual contribution to their deferred compensation plan at a dollar-for-dollar rate. The hours accrued above the minimum cap as of the 1st payday in November shall be the amount of hours eligible for buyout into the Employees deferred compensation account (or an equivalent approved plan of or by the District). The District shall transfer eligible funds into the EMPLOYEE's deferred compensation account on the first pay day of December.

1. Upon resignation or retirement from employment, each Employee that was hired prior to July 1, 2026 shall be compensated for his/her total sick leave accrued at his/her regular hourly rate of pay, or

2. The amount of hours eligible for buyout, upon termination of employment, may be placed into the Employee's deferred compensation account. The_DISTRICT shall transfer eligible funds into the EMPLOYEE'S deferred compensation account as of the 2nd day in December,

3. It is the EMPLOYEES' option whether these funds are added to the EMPLOYEE's final paycheck or placed into the EMPLOYEES deferred compensation account. If the EMPLOYEE opts to have these funds placed into his/her deferred compensation account, such transfer shall be made within two (2) pay periods of the EMPLOYEES termination of employment.

4. Upon resignation or retirement from employment, an employee that was hired after July 1, 2026 shall be limited to the below maximum compensation for his/her total sick leave accrued at his/her base hourly rate of pay.

Years of Continuous Service	MAXIMUM Sick Accrual Rate Available for Buy Out
Less Than 5 Years	0 Hours
5-10 Years	200 Hours
10+ Years	100% of Banked Hours

For clarification, accrual of sick leave has no cap on the banked amount allowed, but if EMPLOYEE was hired post July 1, 2026, a cap will be in place for buyout purposes.

H. Personnel requesting sick buy out as described above must notify the DISTRICT during the budget preparation time (March 1- April1) of their intent and the intended amount of buyout requested. Failure to notify the DISTRICT during the budget preparation time shall result in a denial of sick leave buy out until the following Fiscal Year.

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

1. Line Employees – 1040 hours of sick leave
2. Non-line Employees – 745 hours of sick leave

J. Maximum hours eligible per year – Employees will be eligible to buy out any amount of hours less than and/or equal to the employee's annual sick leave.

1. Line Employees – 146 hours maximum
2. Non-line Employees – 104 hours maximum

Employees may use sick leave as soon as they have earned a sufficient amount to cover the time off. At no time shall an employee be allowed a negative balance of sick leave.

ARTICLE 11.

VACANCIES AND PROMOTIONS

A. The DISTRICT shall have the right to decide if any vacancy shall be filled or promotion made in accordance with Article 3 Management Rights.

B. The DISTRICT will promote from within prior to the position being opened to external candidates, so long as there are three (3) qualified candidates, at a minimum.

C. Notice of all promotional vacancies within the District shall be given to the Local Union President for distribution to Bargaining Members. The opening will be posted for a period of not less than thirty (30) calendar days prior to the last date for application.

D. The District Fire Chief shall adopt selection techniques, subject to approval by the Fire District Board and Union, which are impartial, culturally fair, and related to the essential functions of the job classification. Both the District Board and Union will agree on a 3rd party company to administer a nationally recognized written exam, if utilized. The testing process may include, but is not limited to, one or more of the following:

1. A nationally recognized written exam measuring the candidate's aptitude and/or job knowledge,

2. An application evaluation of each candidate's applicable training and experience directly related to the job,

3. A performance test whereby candidates demonstrate the degree of job knowledge and ability possessed,

4. A physical fitness test whereby candidates demonstrate their physical capacity to perform the essential functions of the job,

5. A personal interview designed to evaluate the candidate's job-related personal characteristics, background, and job knowledge.

E. Notice of job openings and promotional vacancies shall contain the following information:

1. Title and job description of the position.

2. All eligibility requirements including education, employment, training or experience criteria, and whether equivalent factors will be recognized.

3. Whether District or other seniority or length of service will be considered a factor.

4. Whether there will be competitive testing, and if so, the date, time, and place of the test, the nature and scope of the test subject matter, and any reference material or sources upon which the test is based.

5. What the wage schedule will be and any requirements to move up in step.

F. All promotional tests shall be for the formulation of a promotional roster and shall be applicable for two (2) years from the date of testing completion. If a promotional list is exhausted before the two (2) year-end date, a new test shall be conducted as soon as possible to establish a new promotional roster.

G. Personnel being promoted shall move in scale to the next higher paid step of the new scale and any increase shall be a minimum of 4%. (e.g. A firefighter step 4 promoting to Paramedic will move to Paramedic step 3)

H. The DISTRICT encourages all qualified existing EMPLOYEES to apply for promotional positions. EMPLOYEES eligible for promotional examinations shall be given appropriate time off to take the examination and return to duty. Such time off shall not result in any loss of pay.

I. The DISTRICT agrees to consider any suggestions made by the UNION regarding subject matter for promotional exams and the DISTRICT agrees to a post review of all testing results for candidates upon request of the candidate.

J. Any EMPLOYEE who is promoted shall be guaranteed no loss of base pay.

K. Any EMPLOYEE who believes he has been wronged in the promotional process by the DISTRICT in an arbitrary, capricious, or discriminatory manner, may, within ten (10) workdays of the perceived wronging, utilize the grievance procedure outlined in Article 32 starting at Step 1. If agreeable to both parties, expedited arbitration, if needed, may be used for grievances filed regarding this paragraph.

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

L. All test results and materials related to any promotional process shall be retained in the Employee's personnel file indefinitely and will only be removed at the request of the Employee.

M. The DISTRICT shall provide evaluation and scoring criteria for applicable promotional exams in a sealed envelope, signed by both the Fire Chief and a representative of the UNION. The envelope shall be secured by the Fire Chief and shall be opened by the UNION signing member and Fire Chief jointly prior to evaluation and scoring of the promotional exam.

ARTICLE 12.

SENIORITY LIST

A. The Fire Chief shall establish a list showing seniority within the Fire Department, starting at date and time of hire. Seniority shall be based on total full-time continuous service within the Fire District, except as otherwise provided in this agreement.

B. Employees hired on the same date shall receive seniority ranking based on the following:

1. Ranking on the Hiring registry list

2. Drawing of lots

C. The following shall constitute loss of seniority for the purposes of this Article.

1. Termination of Employment (voluntary or non-voluntary).

2. Retirement, and

3. Time off due to a lay-off of longer than two (2) years (for the purposes of this article, seniority due to a lay-off of two years or less shall be added upon return to full duty status).

ARTICLE 13.

NON-DISCRIMINATION

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

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

ARTICLE 14.

JOINT LABOR MANAGEMENT SAFETY COMMITTEE

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

1. Drafting new and revised safety policies and procedures.

2. Consider the concerns of and formally recommend corrective action toward personnel safety inquiries.

3. Evaluate the root cause of accidents or injuries, based upon completed reports and investigations and propose formal conclusions and corrective actions.

4. To follow National Fire Protection Administration (NFPA) 1500.

B. COMPOSITION: The Committee shall be composed the following personnel:

1. The Fire Chief (*ex officio*)
2. The District Safety Officer (Rotating Chair bi-annually)
3. The District Training officer
4. The District Fleet Officer
5. The District Logistics Officer
6. The Union Vice-President (Rotating Chair bi-annually)
7. One member selected at large from the Union

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

recommendations to the Fire Chief shall be reached when a simple majority votes for or against is cast.

D. MEETING: The Committee shall meet at least semi-annually or as needed to effectively conduct the business at hand.

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

F. The committee will meet whenever a member notifies the chairman of the existence of a safety hazard.

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

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

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

parties:

i. Properly fitted wildland fire clothing
ii. Properly fitted structural fire protective coat with liner and vapor barrier and pants with liner and vapor barrier
iii. Structural firefighting boots
iv. Structural and wild land fire helmets
v. Goggles, and clear safety glasses
vi. Individual SCBA Mask and Regulator
vii. Neck shroud
viii. Gloves
ix. Suspenders, as appropriate
x. Blood borne Pathogen contamination kits
xi. Wildland fire boots (leather)
xii. Properly fitted personal respirator
xiii. Flashlight and battery
xiv. Wildland Hot Shield.
xv. Web gear with shelter, canteens, hose clamp, radio harness, and day pack

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

2. EMPLOYEES desiring PPE different from the DISRTICT issued PPE (Manufacturer, style, etc.), may upon approval from the Fire Chief receive the DISTRICT's portion of PPE cost to purchase desired and approved PPE.

3. All PPE acquired under section 2 of this article must be pre-approved by the Fire Chief. Requests denied by the DISTRICT may appeal to the Safety Committee.

4. EMPLOYEES shall be responsible for routine cleaning and maintenance of issued equipment. EMPLOYEES shall promptly report to the District, when any equipment is damaged, defective and in need of repair and/or replacement. The DISTRICT will promptly repair and/or replace such protective clothing damaged or destroyed as a result of wear and tear in the line of duty.

I. The DISTRICT and the UNION agree to work cooperatively during the term of this CBA to develop a long-term wellness and fitness program for the safety of personnel with an implementation goal of June 30, 2021.

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

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

L. Issued PPE that is damaged or destroyed due to neglect or non-District use shall be the responsibility of the Employee upon determination from the Safety Committee. The DISTRICT shall, as soon as possible, repair and/or replace such PPE and if applicable, the cost of replacement and/or repair shall be paid by the employee.

M. The UNION shall be responsible for a full inventory of all issued PPE annually which shall be reported to the Fire Chief and Safety Committee.

ARTICLE 15.

SAFETY TRAINING

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

ARTICLE 16.

TRAINING COURSES & SEMINARS

A. EMPLOYEES may request time off for outside training for EMS and fire related topics. Requests for outside training or to attend seminars are subject to the following:

1. Each EMPLOYEE may request up to 16 hours of training leave per Fiscal Year for outside training courses and seminars.

2. Leave granted for these purposes will not be credited as Vacation, Sick, or Compensatory leave against the employee's accrued leave time.

3. Training leave time is at the discretion of the DISTRICT.

4. Nothing here prohibits an EMPLOYEE from using accrued leave according to accrued leave use policy(s) for outside training courses and seminars..

5. The seminar or training program must be approved seven (7) days in advance by the Fire Chief or his designee. If the training request is submitted less than seven

(7) days in advance, the Fire Chief or his designee has the authority to approve the leave for the requested training.

6. If there are no staffing conflicts as defined in the other Articles of the Agreement.

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

8. Employees may use vacation leave, compensatory leave, or shift trades to attend any outside training courses not covered by training leave.

B. The DISTRICT agrees to provide sufficient training hours and courses to maintain State of Nevada and NREMT EMS certifications while on duty.

C. Employees may request additional training course attendance for EMS purposes outside of the District's comprehensive training program.

D. The DISTRICT reserves the right to provide reimbursement for outside training at the discretion of the DISTRICT.

1. The DISTRICT is not obligated to provide payment or reimbursement for training offered through the District's comprehensive training program.

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

3. Reimbursement requests must be pre-approved by the DISTRICT prior to enrollment in the requested training course or seminar. The Fire Chief may authorize reimbursement for any training at any time, regardless of request.

4. The DISTRICT may authorize training leave for courses the DISTRICT deems valuable to the DISTRICT.

5. Reimbursable expenses shall include the following: any fees for seminars or

   training programs, reasonable costs for required course materials, lodging, meals, and transportation, pursuant to travel per diem rates as established by the U.S. General Services Administration (www.gsa.org).

6. The EMPLOYEE shall pay all of the above costs in advance. Upon completion of the

seminar or training program, the EMPLOYEE shall submit proof of satisfactory completion of the seminar or training or other evidence of attendance and detailed receipts of all costs incurred. Upon approval of the Fire Chief, the EMPLOYEE may be reimbursed for costs up to two thousand [$2000.00] dollars per fiscal year, unless otherwise approved at the discretion of the Fire Chief if the financial position of the District can support the request submitted.

7. Reimbursement to the employee shall occur within 40 calendar days of submission of successful completion/verification of the training course or seminar and all applicable receipts.

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

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

G. The DISTRICT shall pay all recertification fees for certifications directly related to the EMPLOYEE's job description and necessary to maintain State of Nevada and NREMT certifications.

ARTICLE 17.

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 U.S. General Services Administration (www.gsa.gov).

ARTICLE 18.

STATUS CHANGE DATE SCHEDULE

A. All status changes for pay increases and benefit earnings shall be effective the first pay period after the EMPLOYEE's full time hire date.

B. This article does not apply to status changes due to promotion or change in job status.

ARTICLE 19.

MINIMUM CONSTANT SAFETY STAFFING

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

B. The DISTRICT and the UNION recognized the extreme hazards of the firefighting profession and therefore agree that the minimum number of firefighters on duty ready to respond shall not fall below the number of firefighters normally assigned to that shift (currently six (6) daily). This minimum will include at least three (3) ALS providers per shift. This minimum will also include one (1) Captain per shift. A Captain Paramedic may fill one of the ALS roles for minimum staffing positions. In the event that no EMPLOYEE that is normally classified as a Captain is available, the DISTRICT may then use as acting captain to fill that role.

1. **Maximum Mandatory Hours:** Members shall not be required or mandated to work more than ninety-six (96) consecutive hours. Mandatory callback or forced coverage of open shifts shall not exceed this maximum threshold.
2. Members may voluntarily exceed the ninety-six (96) consecutive hour limit for the purposes of shift trades, trade paybacks, or voluntary overtime coverage. Any hours worked beyond 96 shall be strictly voluntary and not compulsory in any manner.

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

1. The DISTRICT may use an off-duty Chief Officer to meet the minimum staffing requirements as needed. Those personnel working shift work shall meet the following minimum qualifications:

2. Satisfactory completion of Firefighters physical as required by NRS;

3. Any requirements required by the State and Federal government and/or Fire Chief;

4. AEMT or higher

5. FFI or higher

6. Reserves and volunteers not meeting items 4 and 5 may ride as an extra person.

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

1. Selection of member to be held for mandatory overtime shall be based off a list of members currently on duty aggregate worked overtime. The currently present members on shift with the lowest amount of overtime worked and who falls within the classification of the position requiring mandatory holdover will be selected for mandatory overtime. Refusal to hold over will constitute a no-call, no-show and be subject to discipline as per the DISTRICT'S Personnel Manual.

E. For the purpose of an out of DISTRICT assignment, for which a fire number is already assigned, the minimum staffing shall be four (4) bargaining unit members per Type I per Type I Engines and a minimum of two (2) bargaining unit members on Type III-VI Brush Engines (the Engine Boss and Operator will be bargaining unit members. Volunteers, reserves or seasonal personnel may be used to fill the other two (2) positions, if available). One (1) bargaining unit member will be used on a Water Tender and two (2) bargaining unit members will be used on an Ambulance. Volunteers, reserves or seasonal personnel can be used to fill any seats for such apparatus, above, on an out of district assignments, if available.

ARTICLE 20.

RELIEF AT INCIDENT

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

ARTICLE 21.

WORK RULES

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

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

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

ARTICLE 22.

UNION BUSINESS

A. One (1) member of the Union Grievance Committee, one (1) aggrieved employee and any witness shall be granted leave from duty with full pay for all meetings between the EMPLOYER and the UNION for the purpose of processing grievances when such meetings take place at the time when such members are scheduled to be on duty.

B. The Executive Board members of the UNION may take off time to conduct UNION business, for purposes other than grievances. The time off shall be taken on Union Stand- by Time. The President and/or Vice President shall notify the EMPLOYER in writing the name of the UNION Officer that will be off, the date/s and hours or approximate hours that he/she will be off and the name of the member that will stand-by during that time. Union Stand-by Time is not a shift trade and is not required to be paid back in Exchange of Times.

C. Subject to scheduling conflicts, the EMPLOYER agrees to allow the UNION to use EMPLOYER property for local UNION meetings at the Fire Chief's discretion.

1. Union meetings must be scheduled at least seven (7) days in advance and pre-notice placed on the "Personnel" calendar.

2. Union meetings may be scheduled from 0800-1000 or after 1700 on any workday as long as no conflict with DISTRICT operations exists.

3. The workday hours are amended to be 1000- 1900 on days when a morning Union meeting occurs.

4. At no time shall emergency response be decreased for Union meetings.

5. Up to three (3) members of the UNION negotiation committee shall be granted leave

from duty, with full pay for a reasonable number of meeting between the DISTRICT and UNION. This will include time for preparing for such meeting.

6. Three (3) members of the UNION grievance committee shall be granted full leave for the purpose of meeting with the DISTRICT and attending the grievance hearing, if one is held.

7. The DISTRICT agrees to hold a bank of four-hundred-eighty (480) hours of UNION leave for UNION business such as trainings, conferences, etc.

8. The DISTRICT shall provide the UNION with a reasonable and functional office space for the purpose of conducting UNION business and/or storing UNION documents and materials. The UNION shall obtain prior written approval from the DISTRICT for any proposed modifications, alterations, or improvements to the provided space. All costs associated with such modifications, alterations, or improvements shall be the sole financial responsibility of the UNION.

   The UNION acknowledges that the designated space remains the property of the DISTRICT and is provided to the UNION solely as a convenience. The DISTRICT retains the right, at its discretion and based on operational needs, to revoke or terminate the UNION's office space privileges with a 120-day notice. Upon such notice, the UNION shall promptly vacate the space and restore it to a condition acceptable to the DISTRICT, reasonable wear and tear excepted. Access to the union room to the district will be approved only under the escort of an executive board member with a 24 hr notice given to the Union for inspection.

   In case of an emergency due to potential loss of property a Union Executive Board Member shall be available immediately to escort District personnel to mitigate the issue.

   The District agrees to provide the Union with access to existing internet & power infrastructure within designated room at no cost. Union shall be financially responsible

for any additional utilities or services required for operation of the union office.

The UNION must request UNION leave at least twenty-four (24) hours before the time is needed. In the case of an emergency, the President or Vice President may request a waiver of notice to the Fire Chief or his/her designee. This will be determined on a case-by-case basis at the discretion of the DISTRICT.

ARTICLE 23.

UNIFORM ALLOWANCE

A. The DISTRICT shall provide each EMPLOYEE with the initial set of required uniforms:

1. Two approved pairs of pants.
2. One approved uniform shirt.
3. Two approved uniform t-shirts.
4. One pair approved leather station boots.
5. One approved hat of the employee's choice.
6. One leather belt.

B. Thereafter the DISTRICT shall provide an annual uniform allowance of One Thousand Dollars $1000.00 per EMPLOYEE. The DISTRICT shall provide uniform allowance in two installments of $500.00. Each installment shall be paid on the first pay period of January and July.

C. The uniform allowance is all inclusive of uniforms and professional cleaning of uniforms.

D. The UNION will be responsible for maintaining uniform vendor(s) for employees to purchase approved Uniform items. Uniform items available through vendor(s) shall be made available to all District members.

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

F. A new EMPLOYEE who fails to pass probation shall turn in all equipment and uniforms issued or purchased through the provisions of this Article. Original purchase uniforms/equipment lost or damaged shall be reimbursed to the DISTRICT by the departing EMPLOYEE. The DISTRICT may require probationary EMPLOYEES to sign

- an agreement that allows the DISTRICT to deduct the costs of unreturned equipment or uniforms from a separating EMPLOYEE'S check or provide other relief.

G. The uniforms shall conform to all current safety standards such as, but not limited to NFPA, OSHA, NIOSH, and ANSI, etc.

H. All uniforms shall be maintained in presentable condition. Faded, worn or damaged clothing is not acceptable.

ARTICLE 24.

JURY DUTY

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

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

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

ARTICLE 25.

ON-THE-JOB INJURY

A. In the event an EMPLOYEE is absent from work due to an on-the-job injury, illness, or occupational disease, which is accepted by the DISTRICT'S Workers Compensation carrier, the EMPLOYER shall pay that EMPLOYEE the difference between awarded Temporary Total Disability (TTD) or Temporary Partial Disability (TPD) payments and the EMPLOYEE'S regular, base rate of pay for his/her current position, calculated at an average of 112 hours per pay period. An EMPLOYEE will be eligible for this supplemental compensation for a period of one hundred eighty (180) calendar days for each separate and unique injury, illness, or occupational disease, unless the following provisions apply: 1) he/she is able to perform his/her regular duties; 2) he/she is able to perform temporary alternative duties in the Fire District; or 3) he/she becomes qualified to receive permanent disability compensation, whichever event occurs first. Payment of supplemental compensation will be applied retroactively to the first day of eligibility for TTD or TPD. During such period, the EMPLOYEE will accrue sick and vacation benefits as if he/she were in full pay status. Further, during such period the DISTRICT will continue its full contribution toward the EMPLOYEE'S group medical insurance coverage. The EMPLOYEE will remain in full pay status by endorsing his/her Worker's Compensation TTD/TPD check over to the DISTRICT. The DISTRICT will then pay the EMPLOYEE an amount equal to the TTD/TPD payment and the supplemental compensation.

B. The DISTRICT recognizes that an EMPLOYEE must be on medically certified leave from work for at least five (5) days due to an accepted on-the-job injury, illness, or occupational disease, before he/she is eligible for TTD/TPD.

C. EMPLOYEES performing temporary alternative duties in the Fire District may work an altered schedule, dependent upon their medical restrictions and the alternative duty assignment. EMPLOYEES will remain in full pay status while performing alternative duties in the Fire District, even if their medical restrictions call for less than a full day of work. EMPLOYEES working temporary alternative duties will continue to accrue sick and vacation benefits, as they

are in full pay status. The DISTRICT will also continue its full contribution toward the EMPLOYEE'S group medical insurance.

D. If the EMPLOYEE exhausts all of his/her accrued sick, vacation and/or comp time, the EMPLOYEE may apply for, or be placed on, a medical leave of absence without pay for up to the maximum period specified under Article 45.D.1.

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

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

ARTICLE 26.

MILITARY LEAVE

A. Any EMPLOYEE who is an active member of the Nevada National Guard, or any reserve component of the United States Armed Forces, shall be relieved from his/her duties, upon request, to serve under orders on training duty without loss of pay or accrued time for a period not to exceed sixteen (16) working days (three-hundred-eighty-four [384] hours) in any one fiscal year, and as provided by State and Federal laws without loss of seniority.

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

ARTICLE 27.

POLITICAL AND RELIGIOUS ACTIVITY

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

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

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

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

ARTICLE 28.

RETIREMENT

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

ARTICLE 29.

PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION

A. Progressive and corrective disciplinary action is designed to provide a fair and structured way for EMPLOYEES to improve their job performance and/or behavior which does not meet the standards or demands of their position and to provide a system for fair and equitable treatment of those EMPLOYEES who will not or cannot bring their performance up to expected standards.

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 (i.e. instant dismissal without notice) only in the event of gross misconduct, defined as acts which are intentional, wanton, willful, deliberate, reckless, or in deliberate indifference to an employer's interest.

B. The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior and the measures utilized will be commensurate with the deficiency to be corrected.

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

D. An EMPLOYEE may appeal a written reprimand, demotion, suspension, or discharge through the grievance procedure of Article 31 of this Agreement.

E. An EMPLOYEE shall, on his request and by appointment, be permitted to examine his personnel file. An EMPLOYEE shall be given a copy of any material in his file if it is to be used in connection with a grievance or personnel hearing.

F. No material derogatory to an EMPLOYEE shall hereafter be placed in his personnel file unless a copy of same is provided to both the EMPLOYEE and the UNION. The EMPLOYEE shall

be given an opportunity to submit explanatory remarks for the record.

G. Reprimands shall not be used against an EMPLOYEE in a disciplinary action if it has been in the EMPLOYEE'S personnel file for a period of eighteen (18) months, discounting periods of leaves of absence, provided there has been no notification for the same or similar conduct during that eighteen (18) month period. After this period, an EMPLOYEE may have such material removed from his file by the personnel department.

ARTICLE 30.

CONFIDENTIAL PERSONNEL FILES

A. The Fire District maintains an individual file on each member of the District. Typically, a personnel file contains information such as training records, letters of commendation, personal history, copies of licenses and certificates. A file may also contain information regarding discipline and/or any other information pertinent to the District member and the Fire District. Each member is entitled to know what is in his or her file and must be allowed reasonable access to it. This procedure provides all District members a means of access to their own personnel file in order that they may review and be knowledgeable regarding its contents.

B. District personnel files are strictly confidential. These files are maintained in a locked file cabinet in the District Office. And are only accessible with express permission of the Fire Chief or on order from the Board of Directors.

C. Access to personnel files shall be documented each time a personnel file is accessed. The pertinent information regarding access shall include:

1. Date
2. Name of person accessing file(s)
3. Purpose for access
4. Signature of individual accessing file(s)
5. Signature of authorizing individual (Fire Chief/Designee/District Board Chairperson).

D. District personnel files and their contents are the property of the North Lyon County Fire Protection District.

E. Any District Member or their properly designated representative may have access to their personnel file.

F. Access will be allowed by appointment only and only during normal business hours.

G. Review of the contents of a personnel file by a District Member must be conducted in the presence of the District Fire Chief or the District administrative staff.

H. A District Member may request to place pertinent information into their own file. The request must be made through the District Fire Chief or the District Secretary.

I. Information and materials may be removed from a personnel file only with approval of the District Fire Chief unless otherwise detailed in this agreement.

J. All materials identified by NRS records retention shall be removed at the appropriate identified time.

ARTICLE 31.

GRIEVANCE PROCEDURE

A. A grievance is a disagreement between an individual, or the UNION, and the DISTRICT concerning interpretation, application or enforcement of the terms of this Agreement.

B. Upon initiation of a grievance the individual or UNION representative will first discuss the grievance with the immediate supervisor. The immediate supervisor will prepare a written report indicating how to resolve the grievance which shall be delivered to the grievant and the Fire Chief. The Fire Chief shall either approve or disapprove the report of the immediate supervisor and deliver his decision to the grievant.

C. If the decision of the Fire Chief does not resolve the grievance, the UNION Grievance Committee shall proceed as follows:

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

Step 2: Within ten (10) workdays following failure to settle the grievance under Step 1, the UNION may submit it to all of the Fire District Board of Directors, as a whole (this submission may be made electronically and/or in person to office staff). Within ten (10) days from the date the written grievance is received, the Fire District Board of Directors or it's designee(s) shall hold a meeting with the UNION to review and discuss the grievance for attempted resolution. The Fire

District Board of Directors, as a whole, shall respond to the grievance. If the grievance is not settled within fifteen (15) workdays of submission of the grievance to the Fire District Board of Directors, the grievance will proceed to Step 3.

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

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

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

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

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

1. The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the Arbitrator shall be borne separately by the respective parties.

2. The Arbitrator's fees and expenses, and the cost of any hearing room shall be borne equally by both parties to the arbitration.

3. If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless mutually agreed to share the cost. Any other party desiring a

copy will pay for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.

H. Nothing contained herein shall preclude an EMPLOYEE with or without representation from bringing a problem not covered herein through the chain of command to the Fire Chief on an informal basis.

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

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

ARTICLE 32.

HEALTH AND ACCIDENT INSURANCE

A. Each EMPLOYEE enrolled in the DISTRICT'S group health insurance program shall be provided term life insurance under a policy which offers coverage in an amount of forty thousand dollars ($40,000). The DISTRICT shall give the UNION notification of and the right to participate in all meetings pertaining to the health and accident insurance plan that the DISTRICT may hold; the DISTRICT shall give the UNION notification of all meetings pertaining to said plan to which it is invited and will request the holder of such meetings that the UNION also be invited to said meeting and be permitted to present its views.

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

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

D. The parties will work together to find a plan that is mutually acceptable to both parties.

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

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

G. The DISTRICT and the UNION agree to form a Benefits Review Committee to annually

review any changes to health and accident insurance and provide recommendations to the District Board concerning such changes.

ARTICLE 33.

LEGAL LIABILITY

A. If a member of the bargaining unit is a defendant in a civil action resulting from the performance of his/her duties, those protections outlined under NRS Chapter 41 shall apply to represented EMPLOYEES as appropriate.

B. Such indemnification shall not apply if the employee has acted outside of the scope of his employment and shall not apply to any claim or award of any punitive damages.

ARTICLE 34.

DOMESTIC PARTNER

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

B. Domestic partners that are registered legally through the State of Nevada are eligible for medical insurance benefits.

ARTICLE 35.

PAYROLL DEDUCTIONS

A. The DISTRICT/PAYROLL AGENCY PROVIDING FINANCIAL SERVICES ON BEHALF OF THE DISTRICT (PAYROLL AGENCY) agrees to deduct bi-weekly dues in the amount certified to be current by the Treasurer of the UNION from the pay of those who individually request in writing that such deductions be made. The DISTRICT/PAYROLL AGENCY will not honor any blanket request by the UNION for payroll deductions.

B. The total amount of deductions shall be remitted by the DISTRICT/PAYROLL AGENCY to the Treasurer of the UNION by draft.

C. This authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement; provided, however, individual EMPLOYEE may rescind a request that dues be deducted at any time and such written recession will be honored by the DISTRICT/PAYROLL AGENCY.

D. The UNION will indemnify, defend, and hold the DISTRICT/PAYROLL AGENCY harmless against any claims made and against any suits instituted against the DISTRICT on account of any action taken or not taken by the DISTRICT/PAYROLL AGENCY in good faith under the provisions of this Article.

E. The DISTRICT/PAYROLL AGENCY PROVIDING FINANCIAL SERVICES ON BEHALF OF THE DISTRICT agrees to provide an automatic payroll check deposit program. Those EMPLOYEES wishing to participate in this program will have the net amount of their paycheck automatically deposited to their bank account. This automatic deposit will occur Friday morning of the payday week. Automatic deposits can be made by the DISTRICT/PAYROLL AGENCY to any bank or savings and loan with a bank routing number. On payday, instead of a paycheck, participating EMPLOYEES will receive a voucher detailing their gross pay, deductions, and sick and vacation hour balances.

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

ARTICLE 36.

PERSONNEL REDUCTION

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

1. The EMPLOYEE with the least seniority in the affected classification shall be laid off first; provided that for the purpose of this Article, Subsection 1 only, Driver/Operators, Captains, Fire Fighters, Fire Fighter/EMTA's and Fire Fighter/Paramedics shall be considered in the same classification.

2. Any EMPLOYEE being laid off shall have the option of accepting a voluntary demotion to a lower classification within the Fire Department.

3. If an EMPLOYEE being laid off elects to accept a voluntary demotion, then the EMPLOYEE in the lower classification with the least total seniority with the DISTRICT shall be laid off and if the demoted EMPLOYEE has the least total seniority with the DISTRICT he/she will be the one to be laid off.

4. No new EMPLOYEE shall be hired until the last laid off EMPLOYEE has been given the opportunity to return to work in a like or lesser classification from which he/she was laid off.

5. Laid off EMPLOYEES shall only be on the mandatory recall list under paragraph 4 for a period of 24 calendar months from the date of separation.

ARTICLE 37.

STRIKES AND LOCKOUTS

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

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

ARTICLE 38.

TRANSFERS

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

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

ARTICLE 39.

EXCHANGE OF TIMES

A. Represented EMPLOYEES shall have the right to exchange time in the event that it does not interfere with the operation of the Fire Department (All appropriate shift trade paperwork shall be accomplished).

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

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

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

ARTICLE 40.

BEREAVEMENT LEAVE

A. EMPLOYEE's that experience the death of the EMPLOYEE's spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependent, the employee shall be granted Bereavement leave upon request and notice to the DISTRICT of such death.

B. The EMPLOYEE must notify the immediate supervisor prior to taking such leave.

C. Bereavement leave shall not be counted against the EMPLOYEE's accrued vacation or sick leave

D. Bereavement leave shall be granted from the time of notice until the end of funeral services not to exceed ten (10) calendar days.

E. Leave requests longer than ten (10) calendar days may be granted as sick or compensatory leave. If the employee does not have sufficient accrued sick or compensatory leave time, the EMPLOYEE may request Administrative Leave (non-paid) at the discretion of the Fire Chief.

ARTICLE 41.

AMENDING PROCEDURE

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

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

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

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

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

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

ARTICLE 42.

COMMUNICABLE DISEASE

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

B. The EMPLOYEE shall be provided with preventive measures designed to protect the EMPLOYEE against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood tests, and medical equipment such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. The use of protective equipment may be required by a supervisor if it appears the non-use of this equipment may endanger the EMPLOYEE or another EMPLOYEE. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the EMPLOYEE, and the DISTRICT shall not be held responsible for any consequences to the EMPLOYEE as a result of the EMPLOYEE having or not having received any vaccinations or tests. This does not waive the EMPLOYEE'S rights under Workers' Compensation.

ARTICLE 43.

SUCCESSORSHIP

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

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

ARTICLE 44.

CONSOLIDATION

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

ARTICLE 45.

SAVINGS CLAUSE

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

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

ARTICLE 46.

LEAVE OF ABSENCE

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

B. In all cases, the DISTRICT'S Family and Medical Leave Act (FMLA) shall apply as a minimum; if applicable to the DISTRICT based on the minimum number of EMPLOYEES required under FMLA. At no time are Employees required to use accrued leave benefits simultaneously to use of FMLA.

C. Leaves of absence with pay may be granted for medical purposes. Use of accrued leaves (leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption and must meet criteria for leave of absence as well as criteria for general use of sick leave. Accrued leaves will be utilized in the following order: sick leave, annual leave, and other accrued leaves. A doctor's statement may be required when applicable. Upon exhausting all accrued leaves an EMPLOYEE may request a medical leave without pay.

D. Leaves of absence without pay may be granted by the Fire Chief for medical/disability when an EMPLOYEE has exhausted all paid accrued leaves. Policies regarding each are as follows:

1. Medical/disability – Medical/disability leaves of absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption.

2. Medical/disability - Medical/disability leaves of absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of 180 calendar days.

3. Personal - Leaves of absence without pay for purposes other than medical/disability (personal reasons) may be granted at the discretion of the Fire Chief. Policies regarding each are as follows:

E. An EMPLOYEE who requests a leave of absence for vacation or similar purposes is required to exhaust accrued vacation time prior to the start of an unpaid leave of absence of more than five (5) workdays. An EMPLOYEE who requests a leave of absence for personal emergency or similar purposes is not required to exhaust vacation time prior to the leave. Whether the reason for the leave of absence requires prior use of accrued vacation shall be at the Fire Chief's discretion. However, in all cases where a leave in excess of ninety (90) calendar days is requested, vacation accrual must first be exhausted.

F. Personal leaves of absence without pay may be granted for a maximum of 180 calendar days.

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

1. Time spent on an unpaid leave of absence of over thirty (30) calendar days will not be counted as time employed in determining an EMPLOYEE'S eligibility for benefits that accrue on the basis of length of employment.

2. An EMPLOYEE on an unpaid leave of absence of over thirty (30) calendar days will not accrue vacation or sick leave during the leave of absence.

3. An EMPLOYEE on an unpaid leave of absence of over thirty (30) calendar days shall not be entitled to receive DISTRICT paid group insurance premiums but is entitled to assume the premium payments if the insurance policy allows. The EMPLOYEE must agree in writing to assume the premium payment.

4. Upon notifying the DISTRICT of his/her intention to return to employment an EMPLOYEE shall be reinstated to his/her original job.

5. Upon return from any unpaid leave of absence over thirty (30) calendar days, the EMPLOYEE'S anniversary date will be adjusted by the amount of time out of pay status.

H. Procedures and Responsibilities

1. EMPLOYEE - EMPLOYEES seeking a leave of absence are required to:

    i. Notify the Fire Chief as far as possible in advance of the need for a leave of absence.

    ii. Obtain and complete an "Absence Request" form and submit it for approval to the Fire Chief.

    iii. Provide support documentation such as physician's written statement, adoption papers, etc. (if applicable).

    iv. If approved during the leave, maintain contact with the EMPLOYER regarding prognosis and/or possible return date. Notify supervisor at earliest possible date of intended date of return.

    v. If an extension of the leave of absence becomes necessary, a written request must be submitted to the supervisor prior to the expiration of the leave of absence.

2. Supervisor - The EMPLOYEE'S Supervisor will review the "Absence Request" and forward it to the Fire Chief with his/her recommendation/comments. The Fire Chief will review and act upon a request for leave of absence in consideration of the following factors

    i. The purpose for which the leave is requested;

ii. The length of time the EMPLOYEE will be away; and the effect the leave will have on the ability of the department to carry out its responsibilities.

iii. The Fire Chief may approve a leave of absence without pay of five (5) calendar days or less.

iv. A leave of absence without pay over five (5) calendar days must have recommendation from the Fire Chief.

v. Approved requests are forwarded to the Administrative Department appropriate disposition.

I. The Supervisor will ensure that a properly coded time sheet is submitted biweekly to the Administrative Department during the duration of the approved leave.

1. The Fire Chief may approve twenty-four (24) hours of leave to an EMPLOYEE for emergency leave, without loss of any accrued time.

ARTICLE 47.

DEFERRED COMPENSATION

A. EMPLOYEES are eligible to participate in the deferred compensation program that the DISTRICT has implemented and in which the EMPLOYEE may participate.

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

C. Eligible Vacation and Sick Leave benefits shall be contributed to the 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.

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

ARTICLE 48.

INCENTIVES

A. Educational Incentive Pay

1. Upon presentation of satisfactory evidence of a degree that pertains to the Fire service (ex. Math, Finance, Business Administration, Science, English/Other Languages, or Fire/EMS Service Related), a full-time EMPLOYEE who has successfully completed the initial probation period required at the time the EMPLOYEE was hired or rehired by the DISTRICT, and who possesses an Associate Degree shall receive, in addition to their other earnings, Educational Incentive Pay equivalent to two-and-one-half percent (2.5%) of the EMPLOYEE'S biweekly base wage per biweekly pay period. An EMPLOYEE who possesses a bachelor's degree will receive, in addition to their other earnings, five percent (5.0%) of their bi-weekly base wage per bi-weekly pay period. An EMPLOYEE who possesses a Masters's degree will receive, in addition to their other earnings, seven- and one-half percent (7.5%) of their bi- weekly base wage per bi-weekly pay period. The result of having multiple degrees will not accumulate incentives (e.g. a bachelor's degree and a separate Associate degree will not combine for a total incentive of 7.5%.)

B. Advanced Certification

1. Upon presentation of satisfactory evidence of the certification AND the DISTRICT has the capacity to provide such services, a full-time EMPLOYEE who has successfully completed their initial probationary period and possesses any one of the following certifications shall receive, in addition to his/her other earnings, incentive pay equivalent to one and one half percent (1.5%) of the EMPLOYEE'S bi-weekly base wage per bi-weekly pay period:

    i. Hazardous Materials Technician
    ii. Swift Water Rescue Technician

iii. Confined Space Rescue Technician
iv. High Angle Rope Rescue Technician
v. Structural Collapse Technician
vi. Fire Service Instructor
vii. EMS Instructor
viii. Critical Care Paramedic

C. Second Language Incentive

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

D. Paramedic Preceptor Incentive

1. If an EMPLOYEE holding the rank or position of Paramedic is assigned the duty of precepting the TAP program of a newly hired or promoted Paramedic or a Paramedic from another agency, then the time spent precepting will be paid an additional ten percent (10%) of the EMPLOYEE'S base wage and will be added to that pay period in their bi-weekly paycheck.

ARTICLE 49.

HABITABILITY OF STATIONS

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

1. Effective waterproofing and weather protection of roof and exterior walls and doors.

2. Plumbing facilities which conform to applicable law when installed and which are maintained in good working order.

3. A water supply approved under the law and capable of producing hot and cold running water, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the DISTRICT.

4. Adequate heating facilities which conform to applicable law when installed and are maintained in good working order.

5. Electrical lighting, outlets, wiring and electrical equipment which conformed to applicable law when installed and are maintained in good working order.

6. Floors, walls, ceilings, stairways and railings maintained in good repair.

7. Ventilating, air conditioning and other facilities and appliances maintained in good repair.

8. Stoves for meal preparation and dishwashers for sanitation purposes. Said appliances shall be maintained in good repair.

9. Washer and Dryer for washing station towels, rags, etc.

10. The provision of kitchen appliances and cooking utensils and the prompt replacement of those items as needed.

11. The provision of personal lockers with a serviceable locking mechanism.

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

ARTICLE 50.

LONGEVITY

All EMPLOYEES who have completed a total of five (5) years or more of full-time service with the district shall be entitled to longevity pay at the rate of an additional one-half (0.5) percent added to the top step base rate of pay for that employee rank or position for each year of service with the district up to a maximum longevity increase of twelve-and-one-half (12.5) percent. An EMPLOYEE eligible for longevity pay shall be reviewed on the anniversary date of that EMPLOYEES hire date of each year. The longevity increase will be added to the EMPLOYEES bi-weekly paychecks.

ARTICLE 51.

PHYSICAL EXAMS

A. The employer shall pay for a complete annual physical examination including but not limited to the physical examination set forth by NFPA, ANSI, and NRS 616 and/or 617. All employees must have these physical examinations.

B. A copy of the results of all physical examinations will be placed in the employee's health file located in the Administrative Department. Progress resolving any conditions the examining physician reports needing to be resolved, shall be monitored with subsequent physical examinations as reasonably necessary. Such subsequent necessary physical examinations, but not treatment, must be paid for by the DISTRICT.

ARTICLE 52.

CBA INFORMATION RELEASE

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

ARTICLE 53.

HOLIDAYS

Regular paid holidays are:

1. New Year's Day (January1)
2. Martin Luther King's Birthday (Third Monday in January)
3. Inauguration Day (January 20th, every fourth year following the presidential election)
4. President's Day (Third Monday in February)
5. Memorial Day (Last Monday in May)
6. Juneteenth (June 19th)
7. Independence Day (July4)
8. Labor Day (First Monday in September)
9. Nevada Day (Last Friday in October)
10. Veteran's Day (November11)
11. Thanksgiving Day (Fourth Thursday in November)
12. Family Day (Fourth Friday in November)
13. Christmas Day (December25)
14. And any other day declared a holiday by the DISTRICT, Governor of Nevada, and /or President of the United States of America.

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

B. Designated Holidays – Eligibility Requirements:

1. Holiday pay benefits apply to all regular EMPLOYEES.

2. An employee who is on paid leave of absence will be eligible for holiday pay for a designated holiday observed during the leave of absence.

3. An employee scheduled to work on a designated holiday that does not report and is not excused will forfeit the holiday pay premiums.

4. In order to receive holiday pay an employee must be in pay status the day immediately before and the day immediately after the holiday.

C. Should a line employee be required to work overtime on a holiday, he/she shall receive one and one-half (1.5) times his/her regular straight time pay for each hour worked, in addition to the twelve (12) hours received as holiday pay. There shall be no compounding of the applicable overtime pay.

ARTICLE 54.

STANDBY COMPENSATION

A. 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.

B. An Employee on standby shall be available for call to duty, specifically scheduled and directed by the Fire Chief or their 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. Persons on standby for the position of Duty Officer must be available for response from within the Fire District. Employees shall be considered available for call 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.

C. Employees on standby shall be entitled to compensation at the rate of ten percent (10%) of their base 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 7, Overtime Compensation.

ARTICLE 55.

PREVAILING RIGHTS

A. Benefits, including present working conditions, previously existing will not be diminished by any provision or failure of any provision of this agreement, without mutual consent of the parties.

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

C. There will be no change in any written matter within the scope representation without negotiations as required by this agreement.

ARTICLE 56.

DURATION

A. This Agreement shall become effective and retroactive to July 1, 2026 and shall continue until June 30, 2027, except as otherwise provided below.

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

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

D. The parties shall promptly commence negotiations. If the parties have not reached agreement by April 1st, 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 (or an extended time period agreed upon by the parties) after the Fact Finders Report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) 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 or Federal Mediation and Conciliation Services (FMCS) and all hearings shall be conducted by A.A.A. rules. The list of arbitrators shall be obtained from the Fresno Office.

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

commence.

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

Signatures

IAFF Local 4547 ratified this agreement on 5/27, 2026.

The North Lyon Fire Protection District Board ratified this agreement on 6/24 2026.

For IAFF Local 4547:

Joe Mendoza, President
IAFF Local 4547

Date: 6/24/2026

For North Lyon County Fire Protection District:

Debbie Skinner, Vice Chairwoman
NLCFPD

Date: 6-24-2026