
**Mount Charleston Fire Protection
District
IAFF LOCAL 4621**

NON-SUPERVISORY AGREEMENT BETWEEN
THE COUNTY OF CLARK
AND
THE MCFPD FIREFIGHTER OF
LOCAL 4621



Table of Contents.....	1
<u>DIVISION I-LEGAL</u>	
Article 1-1 Recognition.....	2
Article 1-2 Duration of Agreement.....	3
Article 1-3 Savings Clause.....	4
Article 1-4 Management Rights.....	5
Article 1-5 Employee Rights.....	6
Article 1-6 Strikes and Lockouts.....	7
Article 1-7 Non-Discrimination.....	8
Article 1-8 Grievance Procedure.....	9
Article 1-9 Disciplinary Procedure.....	12
Article 1-10 Reduction in Force.....	13
Article 1-11 Rules, Regulations, and Procedures Manual.....	14
<u>DIVISION II-BENEFITS</u>	
Article 2-1 Group Insurance.....	16
Article 2-2 Seniority List.....	17
Article 2-3 Vacancies and Promotions.....	18
Article 2-4 Retirement Contributions.....	19
<u>DIVISION III-CONDITIONS</u>	
Article 3-1 Committees.....	20
Article 3-2 Substance Abuse.....	22
Article 3-3 Hours.....	31
Article 3-4 Bulletin Boards.....	32
Article 3-5 Staffing.....	33
<u>DIVISION IV-LEAVE</u>	
Article 4-1 Holidays.....	34
Article 4-2 Leave of Absence Article.....	36
4-3 On the Job Injury.....	37
Article 4-4 Shift Trades.....	38
Article 4-5 Sick Leave.....	39
Article 4-6 Union Business Article.....	40
4-7 Annual Leave.....	42
<u>DIVISION V-WAGES AND OTHER MONEY ITEMS</u>	
Article 5-1 Deferred Compensation Deduction.....	44
Article 5-2 Overtime and Callback.....	45
Article 5-3 Deduction of Dues.....	46
Article 5-4 Uniform Allowance.....	47
Article 5-5 Personal Protective Equipment.....	48
Article 5-6 Working Out of Classification.....	49
Article 5-7 Salary.....	50
<u>APPENDIX A and B - Wage Scales.....</u>	<u>51</u>

Article 1 – 1

Recognition

1. The District recognizes the Union as the exclusive bargaining agent for the following Employees of the Fire District per Nevada Revised Statutes (NRS) Chapter 288:

Firefighters
Captains

2. The Contract shall exclude all part-time Employees and seasonal full-time employees.
3. All Employees hired on July 1st, 2015, shall not have a probation period, but shall meet and maintain the job requirements per that Employee's position. If an Employee is promoted, he/she will be placed on a six (6) month probationary period and have all rights subjected to the grievance and arbitration provisions of this Agreement.
4. A New Employee will be considered as a probationary Employee until he/she has completed one (1) year of employment. The one (1) year period shall coincide with the date of hire. A first year probationary Employee may be terminated at the discretion of the District, and such termination shall not be subjected to the grievance and arbitration of this Agreement

Article 1 – 2

Duration of Agreement

This Agreement shall become effective the first day of the pay period after ratification by the Mt Charleston Board of Fire Commissioners and shall continue in full force and effect through June 30, 2024. For fiscal years 2022, 2023 and 2024, the contract may be reopened, at the written request of either party, to negotiate a cost-of-living adjustment (COLA), and either party may open up to one new or existing article. A cost-of-living adjustment is defined as something similar to the average COLA like bargaining units receive or an index such as the Department of Labor, Bureau of Labor Statistics Consumer Price Index. Such request shall be provided to the other party no later than February 1, before the start of fiscal years 2022, 2023 and 2024.

For the District:

For the Association

Damien Gusmerotti, IAFF Local 4621

Article 1- 3

Savings Clause

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement; and the parties agree that, in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in violation of such laws, rulings, or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are fully inseparable from the remaining portion of this Agreement. The parties agree that, if and when any provisions of this Agreement are held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

Article 1 - 4

Management Rights

Section 1 - Rights of Management

1. Pursuant to NRS 288.150 those subject matters which are not within the scope of mandatory bargaining, and which are reserved to the local government Employer without negotiation include...
 - a. The rights to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer as a form of discipline.
 - b. The right to reduce in force or lay off any employee because of lack of work or lack of money.
 - c. The right to determine...
 - i. Appropriate staffing levels and work performance standards, except for safety considerations;
 - ii. The content of the workday, including without limitation work load factors, except for safety considerations;
 - iii. The quality and quantity of services to be offered to the public;
 - iv. The means and methods of offering those services;
 - v. The ultimate right and responsibility to manage its operation in the most efficient manner; and
 - vi. All other rights not otherwise limited to the other provisions of this Agreement and NRS 288

Section 2 - Emergency Rights

1. Notwithstanding the provisions of any collective bargaining agreement negotiated, a local government employer is entitled to reopen a collective bargaining agreement for additional, further, new, or supplemental negotiations relating to compensation or monetary benefits during a fiscal emergency and to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder. A fiscal emergency is defined in NRS 288.150
2. Those actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith.

Article 1- 5

Employee Rights

1. The District and Union agree not to discriminate against any employee for activity on behalf of, or membership or non-membership, in the union.

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

3. There will be no change in any matter within the scope of bargaining without the negotiations as required by NRS 288

4. Nothing in this Article shall abrogate or diminish the District's rights under the Management Rights Article of this agreement.

Article 1- 6

Strikes and Lockouts

1. Pursuant to NRS 288.230, the public policy of the state of Nevada is that strikes against any local government are illegal. The Union agrees that there shall be no strikes under any circumstances. The members of the Union shall continue to furnish efficient service within all areas of assigned responsibility.

2. If a strike occurs, the District shall follow the procedures outlined in NRS 288.240-.260

3. Pursuant to NRS 288.070 the meaning of the word "strike" shall be stoppage of work, slowdown or interruption of operations, or absence from work upon any pretext or excuse, such as illness, which is not founded in fact or interruption of the operations of any local government employer by an employee organization.

4. 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 1 - 7

Non-Discrimination

The Employer and the Union agree not to discriminate against any employee in accordance with Local, State, or Federal law.

Article 1- 8

Grievance Procedure

Section 1 - Definitions

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

Section 2 - Grievance procedure

1. Every effort will be made to adhere to the specified time tines. Exceptions can only be granted by mutual written agreement
2. Members of the Union can present a grievance in writing while on-duty provided it does no disrupt the workday
3. Most disagreements can be resolved without going through the grievance process. All members are encouraged to attempt to resolve any dispute on an oral basis beginning with the immediate supervisor and progressing through the chain of command. If the dispute cannot be resolved to the satisfaction of the Employee, the Employee may institute the written grievance process.

Step 1: The Grievant shall advise the Fire Chief in writing fourteen (14) calendar days of becoming aware of the grievance issue and that a grievance has been initiated. This written notice shall include the collective bargaining article involved, a statement of facts, and proposed remedy. This notice shall also include written statements, and potential witnesses' relled upon, and other evidence to support the grievance. The Fire Chief will schedule a Step 1 meeting all of the written notice and accumulated documentation relating to grievance will be presented and time will be allowed for the Fire Chief to Interview the Grievant. The Fire Chief will have seven (7) calendar days after the Step 1 meeting is concluded to respond, in writing, to the Grievant with a decision. If the Grievant is not satisfied with the decision, he/she/they may proceed to Step 2.

Step 2: The Mt. Charleston Fire Protection District Board of Fire Commissioners personnel designee will be notified by the Union President that an unresolved contract grievance is pending and has proceeded to Step 2. The Board of Fire Commissioners personnel

designee shall schedule a Step 2 hearing that is at least 21 calendar days but no longer than 45 calendar days in the future.

The Union President and the Fire Chief or his/her personnel designee will present written briefs detailing the grievance to the Board of Fire Commissioners personnel designee no less than seven (7) days prior to the meeting. The Board of Fire Commissioners personnel designee may interview involved parties at the scheduled meeting, and after the hearing, will render his/her decision within seven (7) days.

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

Step 4: Within seven (7) calendar days from the receipt of the mediator's determination, should the Grievant or Board of Fire Commissioners personnel designee wish to pursue the matter, arrangements shall be made to submit all the findings and correspondence to binding arbitration as NRS 288 sets forth.

A. An arbitrator shall be selected from a list of seven (7) names supplied by the American Arbitration Association but alternately striking names from the list with the Union striking the First Name. The arbitration shall be conducted under the rules of the American Arbitration Association (AAA).

B. The findings of the arbitrator shall be final and binding on all parties concerned.

C. The cost of arbitration shall be born as follows:

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

2. The arbitrator's fees and expenses and the cost of any hearing room shall be equally by both parties. The arbitrator will be requested to specify costs.

3. The cost of a court reporter and the original transcript will be borne equally by both parties.

D. In case of discipline, the arbitrator's authority shall be limited to the written charges against the member.

Section 3 - Grievance Committee disclosure

1. The Union shall provide the District with the names of up to three (3) members of the Grievance Committee.

Section 4 - Informal process

1. Nothing contained herein shall preclude any employee with or without representation from bringing a problem, not covered herein, through the chain of command to the Fire Chief and then to the Board of Fire Commissioners personnel designee of the Mt. Charleston Fire Protection District on an informal and oral basis.

Section 5 - Time Limits

1. The time limits and other provisions set forth in this Article cannot be extended or waived unless mutually agreed upon in writing,

Section 6 - Settlement

1. Any settlement of a grievance between an individual employee and the District shall be consistent with the terms and provisions of this Agreement.

Article 1 - 9

Disciplinary Procedure

1. Whenever possible, discipline shall be progressive as follows:

Documented verbal warnings, written reprimands, suspensions, demotion, and termination.

2. Demotion may be a part of discipline if a vacant position is available.
3. Depending on severity of the infraction the Fire Chief may choose not to use progressive discipline.
4. Fire Captains will only discipline in the form of documented verbal warnings or written reprimands. Fire Captains can make recommendations to the Fire Chief if further disciplinary action is required.
5. Only the Fire Chief or his/her designee may impose discipline involving suspension without pay, demotion, or termination. Such disciplinary action is subject to the following procedures:
 - a. Written notice describing the Employee's violation or charges, etc. what action was taken or proposed and the reason for such action.
 - b. The right of the Employee to respond either orally or in writing to the Fire Chief imposing such discipline.
 - c. That the employee may be entitled to a hearing before an arbitrator in accordance with article 1-8
6. No material written for the purpose of discipline or correcting an Employee's actions will be placed in that Employee's file without the Employee's signature or a witness' signature that the subject matter was discussed with the Employee. If such material is placed in the Employee's file after one (1) year it will be removed as long as there was no other incident involving the same violation or charges, etc.
7. If an Employee is not suspended for forty-eight (48) hours as a shift employee or forty (40) hours as a forty (40) hour employee, depending on classification, without pay on the discovery of their violation, a fourteen (14) calendar day written notice must be provided to the Employee announcing suspension without pay.

Article 1 – 10

Reduction in Force

Section 1 - Seniority-Reduction in force

1. For the purpose of the Fire District seniority, all employees hired July 1st, 2015, seniority shall be determined from the Date of Hire with Nevada Division of Forestry.

2. All other employee seniority shall be determined from the date of hire with the Fire District

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

4. An employee laid off due to reduction in force shall have re-hire rights for up to one (1) year from the lay-off date. Order of re-hire will be in reverse order of lay-offs, based on persons meeting qualifications of the open position.

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

The Employee shall respond in writing within ten (10) days after receipt of notification that a position of employment is available. If no response is received within ten (10) days by the Mt. Charleston Fire protection District that the individual will forfeit reemployment.

Section 2 - Rank demotion

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

Article 1 - 11

Rules, Regulations, and Procedures Manual

Section 1:

1. It is mutually agreed by both parties that any “rule, regulation, or procedure” which is a mandatory subject of bargaining, as contained in NRS 288, shall be negotiated. It is agreed that there will be no creation of, or amendments to, any such rule, regulation, or procedure without the mutual agreement of both parties.
 - a. Said rules, regulations, or procedures shall be signed by both parties. New negotiable rules, regulations, and procedure, or changes to the existing negotiable rules, regulations, and procedure that have fiscal impact to the District will be effective upon approval by the Board of Fire Commissioners. Any such rules, regulations, or procedures will be distributed as in Section 2 (D) below.
 - b. When the District and the Union are involved with contract negotiations, rules, regulations and procedures may be changed as part of that negotiating process.

Section 2:

1. The District has the right to adopt rules, regulations, manuals, and procedures and issue directives that do not constitute a mandatory subject for bargaining under Section 1 and do not violate an expressed provision of this Agreement. Unless the operational needs of the District dictate otherwise, the following provisions shall apply to those rules, regulations, manual, procedures and directives issued by the District under this Section:
 - a. No rule, regulation, manual, procedure, directive, amendment or cancellation thereof, shall become effective until notice thereof has been posted in each fire station and the District Office for a period of twelve (12) consecutive days. Electronic transmission is acceptable.
 - b. The District or the Union may request meetings to discuss the working rules (etc.) and proposed changes therein.
 - c. Said meetings shall be convened prior to the implementation of the rule, regulation, amendment, or cancellation and a written record of the meeting will be kept.

- d. The District shall provide copies of the rules, regulations, and manuals to each fire station, the District Office, and copies to the Union. Electronic transmission is acceptable.

Section 3:

1. Any dispute arising between the District and the Union concerning any proposed or implemented modification or interpretation of Fire Department Rules and Regulations which are a subject of mandatory bargaining shall be subject to the provisions of the Grievance Procedure, including arbitration, in this Contract.

2. Any dispute as to whether or not the subject matter of a proposed or adopted rule or regulation is a mandatory subject of bargaining shall be submitted to the Local Government Employee-Management Relations Board in accordance with the procedures outlined by the rules of that Board and NRS 288 prior to it being submitted to arbitration.

Article 2 - 1

Group Insurance

1. The District agrees to provide group health, basic life, long-term disability, and basic accidental death and dismemberment insurance. This insurance will be offered through Clark County and employees will have the option to choose between the Health Benefit Plans offered.

2. Employees who elect to have this insurance shall pay 10% of the total insurance premium per month.
 - a. An employee must occupy a permanent budgeted position and work at least 20 hours per week and meet the necessary qualifying periods associated with the insurance program to be eligible for this insurance. The District will then be responsible for the prorated share of the premium based on hours worked as a percentage of a full time work week.
 - a. Any employee who is on authorized leave without pay status over 30 consecutive calendar days will be responsible as of the 31st day for paying the entire employee's insurance premium, the total dependent coverage insurance premium and the total long-term disability insurance premium from that day forward until the employee returns to duty. If the leave without pay status does not coincide with the premium payments, then any such premiums shall be prorated.

Article 2 – 2

Seniority List

Section 1 - Seniority List

1. The Union and Employer agree that a seniority list showing the date of hire as stated in the Reduction of Force Article Section 1, and the date of the last promotion shall be established and brought up-to-date annually and made available to all Employees.

Section 2 - Seniority affected by leave

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

Section 3 - Accrual of seniority

1. Seniority shall be determined by continuous service in the Fire District, calculated from the date of hire. For purpose of Fire District seniority, all employees hired on July 1st, 2015, seniority shall be determined from the Date of Hire with Nevada Division of Forestry. Continuous service shall be broken only by resignation, discharge or retirement. Seniority between two (2) or more new Employees of equal rank shall be determined by their date of application for the purpose of placing them on the seniority list. When an Employee is promoted and their hire date is the same as other Employees of their previous rank, the Employee who has been promoted shall be placed higher on the seniority list.

Article 2 – 3

Vacancies and Promotions

1. The District will first offer promotional opportunities for positions covered in this Agreement to permanent employees should they meet the requirements of the position prior to the promotion becoming available. If no District employees have an interest in the position or are unsuited for the position, the District shall fill the position from outside the District.

2. The District will maintain a list of employees who are interested in promotional opportunities and will interview all candidates who apply for the position.

3. District employees, who accept a promotion, shall serve a qualifying period of up to 6 months. If during the qualifying period fall to perform the duties of the new position satisfactorily, they will be permitted to return to their original position without the loss of seniority in their prior rank.

Article 2 - 4

Retirement Contributions

1. The District will pay the employee's portion of the retirement contribution in the manner provided for by NRS Chapter 286. Any increases in the percentage of the retirement contribution will result in a corresponding decrease to each employee's base pay equal to one half ($\frac{1}{2}$) of the increase. Any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one half ($\frac{1}{2}$) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective.
2. The term "retirement contribution" does not include any payment for the purchase of previous credit service on behalf of the employee.

Article 3 – 1

Committees

District Advisory Health and Safety Committee

1. To address the mutual concerns of the District and the Union on safety matters, the District agrees to establish a District Advisory Health and Safety Committee. The Committee shall be composed of two (2) appointed members. The Fire Chief shall appoint one (1) member and the Union president shall appoint one (1) member and one (1) alternate. The Committee will meet to consider the concerns of and formally recommend corrective action toward personnel safety inquiries and to evaluate the root cause of accidents or injuries, based upon completed reports and investigations, and propose formal conclusions and corrective action.

2. Unless mutually agreed upon by both parties, the Committee shall meet quarterly at the time and place mutually designated by the Union President and the Fire Chief. All members shall be notified of the dates and times of committee meetings

Labor and Management Committee

3. The District agrees to form a Labor and Management Committee (LMC). The Committee composition is the same as the District Advisory Health Committee and shall meet at the same time as that committee.

4. The LMC shall be charged with addressing:
 - a. The administration of this agreement;
 - b. Matters of general interest to both parties;
 - c. Matters of interest to the Union; or
 - d. Any other matters which shall further the harmonious relationship between the Union and the Fire Management

5. The LMC shall have no authority to:
 - a. Make any decisions that are binding on the parties;
 - b. Bargain for the parties on any issue; or
 - c. Determine the disposition of any grievance and/or disciplinary appeal.

6. The agenda for the LMC meetings shall be prepared by the Union President and the Fire Chief. The agenda shall be distributed at least ten (10) calendar days prior to the scheduled meeting. The agenda shall include the discussion topics, the time and place of the meeting, and the names of all attendees.

7. The committee shall reduce any recommendations arising from the deliberations to writing, with a final review and approval of both parties, and forward it to the Fire Chief and Union President. The Fire Chief and Union President, or his/her designee, shall respond in

writing within ten (10) calendar days to the committee as to the final disposition of any such recommendations. Any resolution shall be jointly distributed to the employees covered by this agreement.

8. On a rotating basis, minutes shall be taken by management and the union at the LMC and reviewed and approved by both the Union President and the Fire Chief.

9. Nothing in this article shall alter or reduce management's rights as specified in the Management Rights section of this agreement,

Article 3 – 2

Substance Abuse

1. It shall be the intent of the District and the Union to ensure that District employees are afforded the opportunity to work in a safe and drug free environment. The District and the Union are adamantly opposed to the presence or use of drugs and/or alcohol and the adverse influence these substances have on the work performance and safety of its members. The District and the Union recognize that a Substance Abuse Article shall establish guidelines for the appropriate disciplining of those substance abusers who, through their actions, affect the safety and well-being of others.
 - a. The District and Union believe that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone.
 - b. The District and Union are committed to eliminating the effects of substance abuse in the workplace. All employees are prohibited from using, possessing, buying, or selling drugs or alcohol in the workplace, and are prohibited from reporting to work with prohibited drugs active in their systems or while under the influence of alcohol
 - c. This substance abuse article will be strictly enforced. Violations of the policy or procedures will be cause for discipline, up to and including termination of employment.

2. VOLUNTARY DISCLOSURE OF ALCOHOL AND/OR DRUG PROBLEM

A. The District and Union are committed to helping employees with admitted substance abuse problems overcome those problems, and encourage voluntary rehabilitation options. The District and the Union encourage employees with an alcohol and/or drug problem to disclose the problem and seek assistance.

B. Reporting and testing procedures for self-disclosure (voluntary).

An employee who self-discloses (voluntary) that he/she has an alcohol or drug problem shall not be subject to the disciplinary process, unless he/she does not comply with the testing and reporting procedures as provided below.

1. An employee who voluntarily comes forward to ask for assistance to deal with an alcohol and/or drug problem shall disclose the problem to one of the following: his/her supervisor, the Union president or the District's Fire Chief.

2. An employee shall not be permitted to enter the voluntary disclosure program if any portion outlined in Section 3 of this article, (Reasonable Suspicion), has been observed and/or if the employee has been involved in a vehicle accident, which may require a drug screening, and if the testing procedures outlined in Section 4 have been properly initiated,

3. If the employee is an eligible member of a Bargaining Unit, the on scene supervisor shall advise him/her of his/her right to have a Union representative present prior to testing. The supervisor shall allow thirty (30) minutes for a Union representative to appear. If mitigating circumstances warrant, the supervisor may wait up to a maximum of one (1) hour for a Union representative.

4. The employee who voluntarily comes forward to ask for assistance with an alcohol and/or drug problem shall be immediately removed from duty and placed on sick leave. If the employee does not have any sick leave on the books, the employee shall be placed on annual leave. The employee shall remain on the sick or annual leave throughout the treatment and rehabilitation process. If the employee does not have sick and/or annual leave on the books or at some point in the recovery process he/she exhausts all his/her sick and annual leave, he/she may be placed on authorized leave without pay until treatment and rehabilitation process is completed.

5. Once an employee enters the voluntary disclosure process, as identified in Section 2.A (1) above, the employee shall enter into the rehabilitation program as identified in Section B below.

C. Rehabilitation procedures for voluntary disclosure of an alcohol and/or drug problem

An employee who voluntarily comes forward to ask for assistance with an alcohol and/or drug problem, shall not receive discipline unless he/she refuses the opportunity for rehabilitation, or fails to complete a rehabilitation program successfully. If the employee violates any portion of the rehabilitation program, the employee shall automatically be subject to the disciplinary procedures for either alcohol or drugs as provided for in Section 5C and 5D of this article "Disciplinary Procedures" (not including testing procedures). The following procedures shall be followed:

1. Once the employee voluntarily discloses an alcohol and/or drug problem, the Fire Chief shall have the employee sign a medical release allowing the District to verify the employee is in treatment and adhering to and completing the program

2. The employee shall achieve compliance with, and satisfactory completion of treatment by the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider. The employee shall select a program/provider and is responsible for the costs per the Health Insurance plan in which the employee has enrolled. If the employee is not enrolled in any insurance program, the employee shall be responsible for all the expenses.
3. The employer shall enroll and continue attendance in a rehabilitation program, as deemed necessary by the program/provider
4. The employee shall provide bi-weekly updates to the Fire Chief as to his/her progress with the rehabilitation program.
5. The employee shall provide a certificate of fitness or return to work form signed by the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider releasing the employee to return to work.
6. Prior to returning to work, the employee shall contact the Fire Chief and shall then submit to one (1) alcohol and/or drug test. Once the test results are received, the employee shall attend a return-to-work meeting with the Fire Chief and if they chose, a Union representative. The meeting shall facilitate a smooth transition back into the workforce and shall also establish a return to work date for the employee.
7. The employee shall be subject to a maximum of four (4) random tests based on the type of disclosure over a period of one (1) year from the date of returning to duty. The Fire Chief or designee may require this testing any time the employee is on duty. A positive test shall be treated the same as the positive test outlined in Section 4H of this article. If an employee tests positive, the employee shall be subject to the disciplinary procedures outlined in Section 5 "Disciplinary Procedures" below.
8. Employees shall not be permitted to re-enter the Voluntary Rehabilitation Agreement more than once in a three (3) year period. This three (3) year period shall start from the date of this "Voluntary Rehabilitation Agreement".

3. SUBSTANCE ABUSE POLICY

A. Alcohol:

1. The consumption and possession of an open alcoholic beverage by an employee on the job shall result in immediate termination with no Last Chance Agreement (LCA). The only exception to this policy is the possession and consumption of an alcoholic beverage

used in a cooking recipe which evaporates the alcohol before consumption. Such cooking alcohol shall not be purchased while on duty

2. An employee shall be subject to disciplinary action up to and including termination and may be placed on a LCA when the consumption of alcoholic beverages while off duty causes intoxication while on duty.

3. If an employee who is required to drive as part of his/her assigned duties has his/her license suspended or revoked, temporarily or permanently, due to a substance related offense, the employee shall notify the Fire Chief of these circumstances when next reporting for duty. The employee will be allowed to continue to work for a period not to exceed six months to allow him/her to reobtain their license but will be prohibited from driving. Failure to notify the Fire Chief about the license suspension or revocation shall be cause for disciplinary action up to and including termination. Further, if the employee is unable to reobtain their license after six months, the employee shall be terminated.

4. The felony conviction of an employee as a result of alcohol while off District premises and while not on duty shall be cause for disciplinary action up to and including termination.

B. Drugs:

1. The unlawful manufacture, distribution, dispensation, possession, or use of an illegal drug or controlled substance by the employee in the workplace or during or during work hours is prohibited. Employees in violation of this policy shall be terminated.

2. An employee shall be subject to disciplinary action up to and including termination when the use of any drug causes intoxication where the employee knew or should have known that the drug would adversely diminish his/her capabilities to perform the job. For the purpose of this section, the term "drug" shall include but not limited to sedatives (i.e. vallum, downers), stimulants (i.e. speed, uppers), hallucinogens (i.e. LSD), cocaine, crack, cannabinoids (i.e. marijuana), opiates, phencyclidine (PCP), and volatile solvents (inhalants).

3. Whenever an employee is prescribed a drug by a licensed physician that may negatively affect his/her performance or ability to perform in a safe manner, the employee shall notify his/her supervisor and the Fire Chief. Supervisor shall ensure that employees are not placed in positions that may jeopardize the safety of themselves or others.

An employee who fails to notify his/her supervisor and the Fire Chief may be subject to disciplinary action up to and including termination, and may be placed on a LCA, when the use of drugs by that employee contributes to an accident or incident that results in injury to a person or property damage.

4. If an employee who is required to drive as part of his/her assigned duties has his/her license suspended or revoked, temporarily or permanently, due to a substance related offense, the employee shall notify the Fire Chief of these circumstances when next reporting for duty. The employee will be allowed to continue to work for a period not to exceed six months to allow him/her to reobtain their license but will be prohibited from driving. Failure to notify the Fire Chief about the license suspension or revocation shall be cause for disciplinary action up to and including termination. Further, if the employee is unable to reobtain their license after six months, the employee shall be terminated.

5. The felony conviction for the possession or use of illegal drugs while off District premises and while not on duty shall be cause for termination.

6. The conviction of an employee for the sale or possession with intent to sell illegal drugs is cause for immediate termination

C. Reasonable Suspicion

An employee shall be required to undergo immediate drug and/or alcohol testing in accordance with the procedures below if there is a reasonable suspicion that the employee is under the influence of a drug and/or alcohol. Reasonable suspicion that an employee is under the influence of a drug and/or alcohol shall be based on specific facts, and/or reasonable inferences derived from those facts. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

1. Direct observation of drug or alcohol use. Possession and/or physical symptoms of being under the influence of drugs or alcohol
2. A pattern of abnormal conduct or erratic behavior.
3. An injury or accident on the job or involvement in any unsafe on-duty-job-related activities that pose a danger to other employees or citizens.

4. TESTING PROCEDURES

A. Any supervisor evaluating an employee for reasonable suspicion shall complete the District 'Observation/Incident Report'. The Observation/Incident Report shall be sent to the Fire Chief.

- B. If the employee is an eligible member of a bargaining unit, the on-scene supervisor shall advise him/her of the right to have a Union representative present prior to testing. The supervisor shall allow thirty (30) minutes for a Union representative to appear. If

mitigating circumstances warrant, the supervisor may wait up to a maximum of one (1) hour for a Union representative.

- C. The employee suspected of being under the influence of a drug and/or alcohol shall be relieved of duty with pay pending further evaluation.
- D. The employee shall be transported to a drug testing specimen collection site for a drug and alcohol screening. Once the test sample is collected, arrangements shall be made to have the employee transported home. The sample shall be tested and confirmed, and the chain of custody maintained by a Substance Abuse Mental Health Administration (SAMHSA) certified laboratory facility. An employee who is incapacitated to the point that he/she cannot provide a sample at the time of the incident shall later provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol.
- E. The organization conducting the drug/alcohol screening shall deliver the results by mail or carrier to the Fire Chief, who shall then immediately notify and make a copy of the report available to the employee. A drug test shall be considered positive or negative if the confirmation cutoff level established by the SAMHSA are exceeded. An alcohol test shall be considered positive if the blood alcohol content is .05 percent or greater.
- F. Refusal to submit a drug and alcohol test or to provide the necessary authorization for releasing hospital or medical records that would indicate whether or not the employee was under the influence of a drug and/or alcohol shall be considered a positive test, and the employee shall be placed on a LCA

5. DISCIPLINARY PROCEDURES

A. A positive drug and/or alcohol test requested as a result of a serious accident which causes injury to a person or property damage shall be grounds for disciplinary action up to and including termination in accordance with Section C below.

B. A test resulting in a positive outcome for a legal drug shall result in the following action:

1. The employee shall be disciplined for the performance or conduct issue that established reasonable suspicion to test the employee
2. The employee shall provide within twenty-four (24) hours of request a bona fide verification of a valid, current prescription for the drug identified. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid

prescription, or if the prescription is not in the employer's name, or if the employee has not previously notified his/her supervisor, the employee shall be subject to disciplinary action in accordance with Section C below.

3. Before the employee may return to work the employee must provide the Fire Chief with a certificate of fitness signed by the prescribing physician indicating the employment status of the employee. The certificate shall certify that the employee is fit for duty.

C. A test resulting in a positive drug screen for an illegal substance, or the unlawful use of a controlled substance shall result in the following action

1. First offense: the employee shall receive four (4) shift suspension without pay for a period and shall be required to sign and successfully complete the conditions of a LCA, which includes rehabilitation and aftercare.

2. Before the employee may return to work the employee shall provide the Fire Chief with a certificate of fitness/return-to-duty form within ninety (90) days shall result in disciplinary action up to and including termination. The certificate shall certify that the employee is fit for duty

3. Second offense: the employee shall immediately be suspended without pay pending termination.

D. A test result in a positive screening for alcohol shall result in the following action:

1. First offense: the employee shall receive a two (2) shift suspension without pay and shall be required to seek assistance. The employee shall be required to provide a certificate of fitness/return-to-duty from the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider before returning to duty.

2. Second offense: the employee shall receive a four (4) shift suspension without pay for a period of time and shall be required to sign and successfully complete the conditions of a LCA which includes a rehabilitation and aftercare program.

3. Third offense: the employee shall immediately be suspended without pay pending termination

E. Last Chance Agreement

Refusal to sign a Last Chance Agreement (LCA) shall be considered just cause for termination. The LCA shall be the final step before termination in the disciplinary process. The

treatment and aftercare portion of the LCA shall be monitored for compliance by the Fire Chief. The LCA shall include but not limited to the following:

1. The employee shall notify the Fire Chief within five (5) calendar days of employee notification of a positive drug or alcohol test.
2. Compliance with and satisfactory completion of treatment by the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider. The employee shall select a program/provider and is responsible for the costs per the Health Insurance Plan in which the employee is enrolled. If the employee is not enrolled in any insurance program, the employee shall be responsible for all expenses.
3. Enrollment and continued attendance in an aftercare program, as necessary.
4. Certificate of fitness/return-to-duty form, signed by the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider releasing the employee to return to work.
5. A minimum of four (4) random tests over a period of one (1) year from the date of returning to duty. The Fire Chief or designee may require testing at any time the employee is on duty.
6. A positive test shall subject the employee to the Disciplinary Procedures section of this article.

7. CONFIDENTIALITY

A. To ensure the confidentiality of an employee's medical records, laboratory reports, test results and observation/incident reports shall not appear in an employee's Human-

Resources file. Information of this nature shall be contained in a separate confidential medical record that shall be securely kept under the Fire Chief's control.

B. With the exception of the laboratory testing facility, and the tested individual, and Nevada Pool Pack only for workers' compensation incidents, the medical record shall not be released to anyone without express written authorization of the tested individual unless ordered by means of proper legal procedure and appropriate legal authority, such as court ordered subpoena, or in connection with a disciplinary proceeding.

8. TRAINING

The District shall provide training to all employees regarding how to recognize the signs and symptoms of substance abuse.

9. CONFLICT WITH LAWS, STATUTES, OR REGULATIONS

The provisions of any applicable law, statute, regulation, or ordinance shall control in the event of any conflict with the provisions of this policy.

Article 3 – 3

Hours

Section 1 - Work Period

A. 56-hour personnel:

48/96 Schedule:

The regular work day and work week for line employees shall consists of three (3) shifts “A”, “B”, and “C” with each shift alternating on a schedule of two (2) 24-hour (twenty-four) work days on duty, from 8:00 am to 8:00 am, followed by four (4) consecutive 24-hours (twenty-four) days off duty. On an annual average, a fifty-six (56) hour week, regardless of the actual number of hours worked or on paid leave during any biweekly pay period.

B. 40 hour personnel:

4/10 or 5/8 schedule:

All forty (40) hour Employees work week will be assigned by the Fire Chief, and that employee’s schedule will not change unless a fourteen (14) day notice is given in writing and acknowledged by the employee.

Article 3 – 4

Bulletin Boards

1. The District shall permit the use of all bulletin boards in the respective fire stations by the Union for the posting of responsible material relating to the Union business or activities.

2. If the Union chooses, in lieu of the privilege referred to in Section 1 above, the District will provide space in each of the fire stations for the Union to mount its own bulletin boards for the posting of responsible material relating to Union business or activities.

Article 3 – 5

Staffing

1. No less than two (2) personnel for Engine 853. The personnel shall include one (1) Fire Captain and one (1) Firefighter.

2. When in-service, the seasonal brush Engine 856 shall be staffed with one (1) Fire Captain.

3. Each Fire Captain listed in 1 and 2 above is responsible for assigning staff to apparatus for emergency incidents. Only under emergency circumstances can the crew be divided. For example, the engine company staff may be split to transport the engine and additional apparatus to the scene of an emergency.

4. Only full-time, qualified, career District employees represented by this Agreement shall be used to meet the staffing levels listed in 1 and 2 above unless none of the career staff is available to fill a vacancy. In these cases, only after the District has been unable to fill the vacancy with career staff can the vacancy be filled with volunteers from the District's volunteer staff. As soon as career staff is available to fill the vacancy, the District shall fill the vacancy with said staff.

Definitions:

- a. "Engine(s)" refers to Type 1, 2, 3, 4, 6, and 8 engines.
- b. "Career District Employees" are those listed in this CBA's Recognition Clause.

Article 4 – 1

Holidays

The District shall observe the following holidays:

<u>Date Recognized</u>	<u>Holiday</u>
January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr's Birthday
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4	Independence Day*
First Monday in September	Labor Day
Last Friday in October	Nevada day
November 11	Veteran's Day*
Fourth Thursday in November	Thanksgiving Day
Friday following the fourth Thursday in November	Family Day
December 25	Christmas Day*
Employee's Birthday	

1. Employees who work 24 hour shifts shall be paid eighteen (18) hours at their straight time hourly rate for each of the above holidays. This holiday pay shall be paid on the payday for which the holiday falls.

2. Employees who work an eight (8) or ten (10) hour shift shall be granted time off with pay on the holidays set forth above, or a compensatory day off (date subject to approval by the Fire Chief), or if required to work will receive time and one-half for each hour worked in addition to their regular rate of pay.

3. For employees who work an eight (8) or ten (10) hour shift, the holidays shall be observed on the days specified except when the holiday is marked with an asterisk (*) falls on a Saturday or a Sunday. For these holidays, those falling on a Saturday will be observed on the employee's last regularly scheduled shift before that Saturday, and then the holiday falls on a Sunday it will be observed the first scheduled regularly scheduled shift after that Sunday.

Article 4 – 2

Leave of Absence

1. Court and Jury Leave: Employees required by the legal process or required by the district to appear in any court before the Grand Jury as a juror or witness in a criminal or civil case during his/her work shift shall receive full compensation as though he/she were actually on the job during such time. He/she shall claim any jury, witness, or other fee to which he/she may be entitled by reason of such appearance and pay such fees, except mileage, to the District within three (3) working days of receipt, to be deposited in the applicable District fund.

No civil case shall be covered by this Article in which the employee has an interest or criminal cases in which the employee is the defendant.

In accordance with NRS 6.190, a person is summoned to appear for jury duty, the employer and any employee, agent, or officer of the employer shall not, as a consequence of the person's service as a juror or prospective juror:

- A. Require the person to use sick leave or vacation time; or
- B. Require the person to work;
 - 1. Within eight (8) hours before the time at which the person is to appear for jury duty; or

2. If the person's service has lasted for four (4) hours or more on the day of his/her appearance in a jury duty, including the person's time going to and returning from the place where court is held, between 5 pm on the day of his/her appearance for jury duty and 3 am the following day.

2. Military Leave: Any employee who is a member of the organized U.S Army, Navy, Air Force, Coast Guard, Nevada National Guard or Marine Reserves shall continue to receive their regular pay from the District as prescribed by NRS 281.145, and any benefits as provided in the Uniformed Services Employment and Reemployment Rights Act of 1994

3. Leave Without Pay: Upon written application any employee may, in the District's sole discretion, be granted leave of absence without pay for a period not to exceed ninety (90) calendar days, without prejudice to his/her status, but no vacation or sick leave credits shall accrue during any such leave period. Without approval of the District, leave without pay may not be granted until all accumulated annual leave is used. No District contribution for health insurance shall be made while employees are on leave without pay status under this provision

4. Parental Leave: Upon written application to the District an employee shall be granted a leave of absence of up to three (3) months for the purpose of caring for newborn children up to six (6) months old or legally adopting a child(ren). No vacation or sick leave credits shall accrue during the duration of any period of leave without pay. Employees are not required to use up annual and sick leave benefits before taking parental leave without pay. Any unpaid leave shall be

taken as one (1) continuous leave period. Employees, at their discretion, may use none, any or all of their sick leave and/or annual leave in the 3-month parental leave period. Parental leave of more than three (3) months is at the discretion of the District. No district contribution for health insurance shall be made while employees are on leave without pay status under this provision.

5. Bereavement Leave: An employee shall be granted a leave of absence of up to three (3) shifts for 24 hour employees and four (4) shifts for 40 hour employees for the purpose of bereavement and to attend the funeral of a member of the employee's immediate family (immediate family shall be defined as the employee's spouse, domestic partner, mother, father, or any in-law of the employee's bearing any of the previously specified relationships). Employees, at their discretion, may use sick, vacation, and/or compensatory time during the authorized bereavement leave period.

Article 4 – 3

On the Job Injury

1. All employees covered by this agreement who have been employed by the District, and who has been absent from work due to an on-the-job injury approved pursuant to NRA 616 or 617 shall be paid for a period not to exceed 60 shifts from the date of injury, compensation equal to the difference between his/her salary at the time of the injury and any lost time or salary continuance benefit as provided by NRS Chapter 616 or 617. During this 60-shifts period, the employee shall not be charged any accrued sick leave.

2. At the expiration of the 60-shift period referred to in Section 1 above, if the employee is still unable to work, he/she may elect to utilize accrued sick leave or accrued annual leave for such absence.

Article 4 – 4

Shift Trades

1. Using the attached form, an employee may enter into a Shift Trade Agreement to trade shifts with another employee. An employee may enter into such an agreement a maximum of four times each month. Each employee who enters into an agreement must:
 - a. Be doing so solely at his or her option;
 - b. Be performing work in the same class; and
 - c. Obtains approval to enter into the agreement from the fire chief

2. If an employee who enters into an agreement pursuant to Paragraph 1 is unable to work the shift that he or she agreed to work, he or she is responsible for entering into a written agreement to trade shifts with another employee who satisfies the requirements of Paragraph 1 to ensure that the shift is worked. If the employee is unable to enter into an agreement with an employee that satisfies the requirements to Paragraph 1 to work the shift that he or she agreed to work, the District that employs the employee who was originally scheduled to work that shift before any agreements to trade shifts were entered into pursuant to this Paragraph or Paragraph 1 shall:
 - a. Reduce that employee's accrued annual leave or accrued compensatory time by four hours in the shift; or

 - b. If that employee does not have the annual leave or compensatory time available, place the employee on leave without pay for the number of hours in the shift, unless that employee works the shift he or she was originally scheduled to work.

3. If an employee works a shift for another employee as provided in an agreement entered into pursuant to Paragraph 1 or 2, the District shall pay each employee as if he or she had worked his or her regularly scheduled hours of employment on that workday.

Article 4 – 5

Sick Leave

1. Full time employees assigned to 24-hour shifts shall accrue 6.27 hours of sick leave each pay period. Full time employees assigned to eight (8) or ten (10) hour shifts shall accrue 4.36 hours of sick leave each pay period.
2. Accrued sick leave may be used for a bona fide illness/injury of the employee or a member of his/her immediate family, defined as a spouse, parent, sibling, child, foster child, stepchild, grandchild, and grandparent, mother/father-in-law and domestic partner.
3. Upon retirement or voluntary termination or in the event of a death while employed an employee shall receive payment for unused sick leave in excess of 14 shifts up to the following maximum amounts.

<u>Years of service</u>	<u>Maximum Payoff Amounts</u>
3 but less than 15	\$2,500
15 but less than 20	\$4,000
20 but less than 25	\$6,000
25 or more years	\$8,000

Article 4 – 6

Union Business

Section 1

1. The Union and the District mutually agree that a Union Leave Bank will be established within thirty (30) days of ratification of this agreement by the Mt. Charleston Board of Fire Commissioners. Both parties further agree that such bank will be funded up to two (2) times per year at dates mutually agreed upon.

2. All employees covered by this Agreement may donate leave into the Union Leave Bank by completing a leave donation form and submitting it to the Fire Chief. An employee may donate between one (1) and eight (8) hours from vacation leave twice per year. Donated time will be converted to dollars at the hourly rate of the donor. When union leave is used by a member, an appropriate amount of dollars will be converted to union leave at the hourly rate of the recipient,

3. The Fire Chief shall provide an accounting of the balance to the Union on a quarterly basis. The balance shall accrue and shall be carried forward to the following year.
 - A. 4. The Health and Safety Committee and/or Labor and Management Committee meetings will not require use of the Union Leave Bank hours.
 - B. 5. Subject to Scheduling conflicts, the District agrees to allow the Union to use Employer property for Union meetings.

Section 2

1. Release Time for Negotiations: One (1) member of the Union Negotiating Committee shall be allowed time off, with no loss of pay or any accrued leave, for any and all meetings between the District and the Union for the purpose of contract negotiations when such member is scheduled to be on duty. The Union Leave Bank will be used for the hours in this section.

Section 3

1. Release time for Grievances: The District shall provide time off, with no loss of pay or any accrued leave, to the grievant and up to one (1) Union Representative for any and all meetings between the District and the Union for the purpose of processing grievances when such members are scheduled to be on duty. The Union Leave Bank will be used for the hours in this section.

Section 4

1. In the event that the Union Leave Bank does not have sufficient funds to reimburse the District for Union Leave requested, the leave shall be denied. However, in this situation the union will be allowed to accept additional leave donations.

Section 5

1. In the event that the Mt. Charleston Professional Fire Fighters is dissolved or no longer serves as the bargaining agent for the firefighters employed by the Mt. Charleston Fire Protection District, any remaining balance in the Union Leave Bank shall be transferred to an employee catastrophic sick leave bank.

Article 4 – 7

Annual Leave

1. No employee of the Fire District shall be entitled to use annual leave until after six (6) months of employment.
2. Full time employees shall accrue annual leave as follows:

Hours Earned Per Pay Period - Employees Assigned to 56 Hour Week with 24-Hour Shifts:

<u>< Ten years</u>	<u>10-15 years</u>	<u>15+ years</u>
8.27	9.44	11.01

Hours Earned Per Pay Period - Employees Assigned 40 Hour Week with 8/10-Hour Shifts:

<u>< Ten years</u>	<u>10-15 years</u>	<u>15+ years</u>
6.36	7.32	8.27

3. For Employees assigned to 56 hour week with 24-hour shifts, annual leave that is accrued in excess of 720 hours, (inclusive of any hours carried over pursuant to paragraph 4 below), must be used prior to January 1st, after which it will be forfeited. For Employees assigned to a 40 hour week with 8/10-hour shifts, annual leave that that is accrued in excess of 240 or 300 hours, respectively (inclusive of any hours carried over pursuant to paragraph 7 of this article), must be used prior to January 1st, after which it will be forfeited.

4. Applications for annual leave must be submitted to, scheduled and approved by the Chief or designee at least two weeks in advance of taking leave. Employees may indicate their preference for vacation periods, but vacations shall be scheduled at the discretion of the Fire Chief. The District retains the right to deny leave if such denial is necessary for the efficient operations of the District. If two employees request leave for the same period, seniority will constitute a factor in the approval process.

5. For any annual leave requested with less than the two weeks' notice described in paragraph 4 of this article, justification for the late submission must also be provided. Approval is subject to availability of coverage and is subject to the Fire Chief's approval.

6. Upon separation from the District, employees will be paid for unused annual leave provided that three years of continuous service has been completed. However, no annual leave will be paid unless the employee has completed their probationary period.

7. On December 1st of each calendar year, employees may elect to sell back to the District a maximum of one hundred and twenty (120) hours of annual leave. However, if the District's denial of annual leave would require the forfeit of leave because the employee's leave balance would exceed the maximums specified in paragraph 3 of this article, the leave which would otherwise be forfeited can be sold back. To be eligible for this benefit, the employee must have used one hundred and twenty (120) hours of annual leave during the calendar year, and the employee's accrued annual leave balance shall be two hundred and forty (240) or more at the

time of the sell back request. Payment shall be made in January. The annual sell back shall be calculated at the eligible employee's current rate of pay at the time of the payment.

8. For purposes of the this Article, for any employee hired by the District on July 1, 2015, the employee's anniversary date with the Nevada Division of Forestry shall be used

Article 5 – 1

Deferred Compensation Deduction

The District agrees to deduct from the paycheck of each Employee who has signed an authorized payroll deduction form, the amount designated as their contribution to the assigned Deferred Compensation Plan utilized by the District and forward such contributions to the Plan per the Plan Requirements.

Article 5 – 2

Overtime and Callback

The District has the authority to schedule overtime and may require employees to work outside their normal work hours at the following overtime rate:

- a. An employee whose regular schedule is 24-hour shift shall be paid for overtime (OT) at a time and one-half ($1\frac{1}{2}$) for hours worked in excess of twenty-four (24) straight hours. The OT rates are listed in Appendixes A and B.

- b. An employee whose regular schedule is eight (8) or ten (10) hours per day shall receive overtime at time and one-half ($1\frac{1}{2}$) for hours worked in excess of eight (8) or ten (10) hours per day. The OT rates are listed in Appendixes A and B.

An employee who is required to work a normally scheduled day off shall be granted overtime pay for all hours worked unless the employee has volunteered to take the assignment by trading with another employee.

All overtime must be approved by the Fire Chief. Employees for overtime shall be selected from the existing list and procedures which may be mutually amended.

No employee shall receive overtime unless he/she works at least seven (7) minutes more than his/her regular shift assignment. Overtime pay will be calculated in increments of fifteen (15) minutes worked rounded to the nearest quarter ($\frac{1}{4}$) hour.

When employees are required to report for duty due to an emergency, they shall be compensated from the time they report to the station or location of such emergency where they were ordered to report until such time as they are relieved from the unscheduled work assignment. In no case shall employees be compensated for less than two (2) hours when they are called back to duty due to an emergency. All employees called back for emergencies shall be compensated per Appendix A and B. To be eligible for the minimum two hours of compensation, the employee must have left the workplace and been gone for at least 30 minutes. Employees held over due to an emergency scene shall be compensated for actual hours worked.

The District will provide PERS contributions for the time employees' work outside their normal work schedule which meets the definition of "callback" pay per NRS 286.

Article 5 – 3

Deduction of Dues

Section 1 - Union Dues

The District agrees to deduct from the paycheck of each Employee who has signed an authorized payroll deduction form, the amount designated as the Union's dues.

Section 2 - Submission of Deductions

The total amount of deductions shall be submitted to the Union Bank account via electronic transfer on a bi-weekly basis every payday.

Section 3 - Indemnification

The Union will indemnify and hold the District harmless against any and all claims, demands or other forms of liability which may arise out of or by reason of any action taken or not taken by the District at the request of the Union in accordance with the provisions of this Article.

Article 5 – 4

Uniform Allowance

1. The District will provide employees with a uniform allowance of \$825 within the first two pay periods after their initial hire and annually with the second paycheck in July. Listed below is the District's uniforms

Class A Uniform

- 1 long/short sleeved white dress shirt
- 1 pair of dress pant
- 1 name tag
- 1 set collar brass upon designated pinning
- 1 belt
- 1 dress shoes
- 1 class A hat
- 1 black tie

- Class A Uniforms are optional at the expense of the employee.

Class B Uniform

- 1 long/short sleeve dress shirt
- 1 name tag
- 1 bade upon designated pinning
- 1 set collar brass upon designated pinning
- 1 belt

Class C Uniform

- 1 t-shirt
- 1 sweatshirt
- 1 sweatpants
- 1 shorts
- 1 ball cap

2. Employees will maintain all uniforms in good working conditions.

Article 5 – 5

Personal Protective Equipment

The District will furnish employees with the Personal Protective gear listed below. The District will also promptly repair and/or replace such protective clothing damaged or destroyed as a result of wear and tear in the line of duty

1. Wildland fire clothing: two (2) dual compliant pants that meet current NFPA standards and two (2) Nomex yellow shirts to meet current NFPA standards.
2. Two (2) sets of structural fire protective coat and pants with linear and vapor barrier.
3. Structural and wildland fire helmets.
4. Structure firefighting compliant boots.
5. Individual SCBA mask
6. Wildland Nomex neck shroud
7. Gloves: structure, extrication, and wildland.
8. Fire protective Nomex hood
9. Flashlight for safety
10. Wildland fire pack and current fire shelter.
11. OSHA approved HEPA filter mask.
12. PPE wildland gear bag
13. Safety glasses or protective goggles.

Article 5 - 6

Working Out of Classification

Section 1 - Vacancies

Vacancies for all ranks shall be filled from the current T-Card system in place on a rank for rank basis. An employee shall only work out of classification, once the current T-Card system for that rank is exhausted.

An employee may fill-in the ranks below their classification once the current T-Card system for that rank is exhausted.

Section 2 - Acting Captain

Whenever a Firefighter works as an Acting Captain, they shall receive five percent (5%) in addition to their hourly rate specified in Appendix A and B for the time such work is performed.

Article 5 - 7

Salary

1. For fiscal year 2019 effective upon the first pay period following union and the Mt. Charleston Board of Fire Commissioner's ratification, eligible employees shall be compensated per the pay schedule shown in Appendix A.
2. For fiscal year 2020, effective July 1, 2019, eligible employees shall receive a one and one-half (1.5%) salary increase. These salaries are shown in Appendix B.
3. For fiscal year 2021, effective July 1, 2020, eligible employees shall receive a one and one-half (1.5%) salary increase. These salaries are shown in Appendix B.
4. Eligible employees will be advanced to the applicable next step of the pay schedule effective in the pay period in which the employees hire or promotional date falls.
5. All adjustments such as changes in withholdings, deferred compensation, etc. shall begin on the first day of the payroll period after the necessary documentation is provided.
6. FLSA will be paid at the rate of three hours per pay period per the rates contained in the pay schedules shown in Appendixes A and B and will be paid every other pay period.
7. In addition to the hourly rates set out in Appendixes A, B, and C employees working a 24-hour shift shall also receive a 5% shift differential.