

AGREEMENT
BETWEEN
CITY OF ELKO
AND THE ELKO FIRE FIGHTERS ASSOCIATION
LOCAL NO. 2423 OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
JULY 1, 2021 THROUGH JUNE 30, 2024

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ARTICLE 1
PREAMBLE

This agreement is entered into between the City of Elko, Nevada, hereinafter referred to as the “City” and the International Association of Firefighters, Local 2423 hereinafter referred to as the “Association”. Members of the Association, employed by the City are covered by this agreement and will hereinafter be referred to as “employees”.

It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise.

It is recognized by both the City and Association and its member employees that the City is engaged in rendering public services to the general public and that there is an obligation on each party for the continuous rendition and availability of such services.

All member employees shall perform loyal and efficient work and service; shall use their influence and best efforts to protect the properties of the City and its service to the public; and shall cooperate in promoting and advancing the welfare of the City at all times.

The full agreement between the parties, other than those portions of public employment agreements that are expressly provided for, or excluded by State Statute or the Elko City Municipal Code, is set forth herein.

All City of Elko rules and regulations that are inconsistent with this agreement shall not be applicable to employees covered hereunder.

NOTE: Where the word designee is used in this agreement a designee is defined as an individual who has been officially designated by the Fire Chief or Deputy Fire Chief to act in his/her behalf during their absence of one or more full shifts. During the absence of the Fire Chief, the Deputy Fire Chief and/or a Battalion chief, a career Captain shall be the designee.

ARTICLE 2

RECOGNITION AND APPLICATION

- A. The City of Elko (hereinafter called the “City”) recognizes the International Association of Firefighters, Local Number 2423, (hereinafter called the “Union”) as the exclusive bargaining agent for the Fire Department employees listed below for the purpose of collective bargaining as set forth in NRS 288.
- B. Persons in the following classifications are included within the bargaining unit.
 - 1. Suppression
 - a. Captain
 - b. Driver Operator II
 - c. Driver Operator I
 - d. Firefighter
 - 2. Non-suppression
 - a. Assistant Fire Marshal
 - b. Fire Prevention Officer
- C. All other provisions of this agreement notwithstanding, administrative and temporary employees are excluded from the bargaining unit of the Association and this agreement shall not apply to temporary employees except as may be expressly provided hereafter. Temporary employees are defined as those employees who are hired for a position which is not intended to exist for more than 6 months in a year and which will be designated as a temporary position at the time the offer of employment is made.

ARTICLE 3

STRIKES AND LOCKOUTS

- A. The Association and the employees covered by this Agreement will not promote, sponsor or engage in, or against the City, any strike, slow down, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or any other intentional interruption of the City, regardless of the reason for so doing. Further, the Association will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.
- B. The City will not lock out any employees covered by this Agreement during the term of this agreement as a result of a labor dispute with the Association.

ARTICLE 4

RIGHTS OF MANAGEMENT

As stated in Local Government Employee-Management Relations Act at NRS 288.150, subsection 3, those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiation include:

- A. The right to hire, direct, assign, or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
- B. The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to paragraph (t) of subsection 2, NRS 288.150.
- C. The right to determine:
 - 1. Appropriate staffing levels and work performance standards, except for safety consideration;
 - 2. The content of the workday, including without limitation workload factors except for safety considerations;
 - 3. The quality and quantity of services to be offered to the public; and
 - 4. The means and methods of offering those services.
- D. Safety of the Public.
- E. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, the city is entitled to take whatever actions may be necessary to carry out its responsibilities in situation of emergency such as a 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.

ARTICLE 5

NON-DISCRIMINATION

- A. The City will not interfere with, or discriminate in respect to any term or condition of employment against, any employee because of membership or non-membership in the Association, or because of any legitimate activity pursuant to this Agreement by the individual employee or the Association on behalf of its members, nor will the City encourage or discourage membership in any employee bargaining organization.
- B. Weingarten Rights give the employee the right to have union representation at all investigatory meetings, which the employee reasonably believes may result in disciplinary actions. A Union representative(s) of the employees choosing may attend all investigatory meetings. The association representative(s) may meet in private with the employee prior to the start of any questioning. A Union representative(s) can speak and object to questioning during the meeting. A Union representative(s) will be given equal rights as management in that they may raise a voice, gesture, challenge management's claim of truthfulness, threaten legal action. Management cannot label this behavior as insubordinate and impose discipline as long as the representative acts in his/her representational capacity and the actions are not considered to be outrageous and indefensible.
- C. The Association recognizes its responsibilities as the exclusive negotiation agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- D. The Provision of the agreement shall be applied equally to all employees in the fire department without any discrimination consistent with federal and Nevada law as to age, sex, sexual orientation, gender identity or expression, marital status, race, color, religion, national origin, political affiliation, personal reasons or membership or non-membership in the Association. The Association shall share equally with the City the responsibility for applying provision of the agreement.

ARTICLE 6

ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES

- A. Member employees may authorize payroll deductions for the purpose of paying Association dues. Upon the execution of the proper personnel payroll document filed with the City Clerk, and coinciding with the commencement of a payroll period, the city agrees to deduct from the wages of an employee on a monthly basis association dues, the City's approved group health insurance, the City's approved credit union, and other city approved deductions.
- B. The Association will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Association agrees to refund to the City any amount paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.
- C. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the appropriated Association dues. When a member in good standing of the Association is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of any 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 Association dues.

ARTICLE 7

HOURS OF WORK

- A. The hours of work for Suppression employees of the Fire Department will be 24-hour shifts, and average on an annual basis 56 hours per week.
- B. Suppression employees will work two (2) consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours and have ninety-six (96) hours off.
- C. There will be three (3) 48/96 crews; A, B, and C. All suppression employees will be assigned to one of the three (3) crews, and their work rotation will follow their assigned crew schedule. Employees will be given a minimum of forty-five (45) days' notice if they are to be reassigned to another crew, unless the reassignment is the result of the employee being promoted. In the event of a promotion only the promoted employee or employees will be reassigned with less than 45 days' notice.
- D. Sunday's shift is 0700 Sunday until 06:59:59 on Monday. Monday's shift is 0700 Monday until 06:59:59 Tuesday. Tuesday's shift is 0700 Tuesday until 06:59:59 Wednesday. Wednesday's shift is 0700 Wednesday until 06:59:59 Thursday. Thursday's shift is 0700 Thursday until 06:59:59 Friday. Friday's shift is 0700 Friday until 06:59:59 Saturday. Saturday's shift is 0700 Saturday until 06:59:59 Sunday.
- E. Hours of work for non-suppression employees shall be Monday through Friday, forty (40) hours per week.
- F. With the consent of employee, the Fire Chief or his designee may alter the work schedules and shifts of suppression employees to accommodate multi-day training seminars. During the multi-day seminars, employees may be assigned to work shifts which are consistent with the class times for the seminars. Training time shall only be considered as compensable hours of work if it is required by the City and mandated as compensable under the Fair Labor Standards Act and its related regulations. An Employee's compensation shall not be reduced as a result of his or her participation in training, even if the hours worked during the 24 day work period are less than the employee's regularly scheduled hours during the work period.
- G. Upon approval of the Fire Chief and Human Resources, and on a case-by-case basis, a suppression employee may be assigned to work a forty (40) hour per week schedule due to a light duty assignment. That employee will continue to be paid at the same bi-weekly

base salary, and will accrue leave at the same rate as s/he would accrue while assigned to his/her regular 48/96 crew schedule.

ARTICLE 8

OVERTIME

- A. The salary set forth in Exhibits A and B of this Agreement for suppression employees shall include straight time pay for 192 hours of work during each 24 day work period. A premium payment of one-half times the regular hourly rate shall be paid for all hours worked between 182 hours and 192 hours in a 24 day work period to the extent required by the Fair Labor Standards Act and related regulations ("FLSA").
- B. Except as otherwise set forth in this Article 8, any hours of work or training officially ordered in excess of the Employee's basic work period shall constitute overtime or call-back and shall be paid on a time-and-one-half basis. Furthermore, any overtime or call-back required to be worked shall be paid in accordance with the provisions of the Official Policies of the Public Employees' Retirement System of Nevada.
- C. Any overtime work required of an employee on a day when no work is scheduled or for which s/he is required to return to his/her place of employment, shall be considered to be at least two (2) hours in duration.
- D. Training scheduled pursuant to paragraph D of Article 7 shall not trigger eligibility for overtime or premium pay unless the time actually worked on the changed schedule creates overtime eligibility under the provisions of the FLSA.
- E. When an incoming shift is short personnel and does not meet minimum staffing requirements, and the company officer is unable to find an employee to fill-in on overtime, the company officer on duty may require a suppression employee to remain on duty as a mandatory hold over.

ARTICLE 9

HOLIDAYS AND HOLIDAY PAY

- A. The following is a list of legal holidays which will be observed:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Christmas Day
Martin Luther King Day
Day Following Thanksgiving

and any other day that may be declared a holiday or part of a holiday by the City Council, the Legislature of the State of Nevada or the Governor of the State of Nevada.

- B. Holidays are considered to be eight (8) hours in duration and will commence at 7:00 am on the day the holiday is observed,
- C. Any employees working a holiday will receive in addition to their regular wages, one and one half (1 - ½) times their regular rate of pay for eight (8) hours. This applies to that employee working a majority of hours that holiday. Any employees not working a majority of the holiday will receive in addition to their regular wages, eight (8) hours of pay.
- D. If pursuant to Nevada law, the holiday is observed on the Monday following or on the Friday preceding the actual day of the legal holiday, the provisions of paragraph C of this Article shall apply to those employees who work the shift which commences at or about 7:00 a.m. on the day the holiday is observed.
- E. Holiday pay shall be compensated in accordance with NRS and PERS policies.

ARTICLE 10

ANNUAL LEAVE

- A. Eligibility: For the purpose of determining eligibility for annual leave allowance, the term “Continuous Service” shall be that service commencing with appointment to a position with the City and continuing until resignation or discharge.

For the purpose of determining annual leave earned, the term “Actual Service” shall mean the number of days actually worked on the job; provided however, that the absence from work due to sick leave with pay, annual leave with pay, injury or illness incurred in the City service and the absence on temporary military duty shall be deemed actual service.

- B. Qualifying Period: An employee may earn, but is not entitled to take annual leave until s/he has completed six (6) months service with the City.
- C. A regular, full time employee will be granted annual leave benefits as follows:

Years of Continuous Service

From 0 - 60 months: Sixteen (16) hours per month to a maximum of two hundred eighty eight (288) accumulated hours.

61 to 240 months: Twenty two and 4/tenths (22.4) hours per month to a maximum of four hundred thirty two (432) accumulated hours.

241 Months or more: Twenty five and 2/tenths (25.2) hours per month to a maximum of four hundred thirty two (432) accumulated hours.

Assistant Fire Marshal & Fire Prevention Officer

From 0 - 60 months: Ten hours (10) per month to a maximum of one hundred sixty (160) accumulated hours.

61 or more months: Fourteen hours (14) per month to a maximum of two hundred forty (240) accumulated hours.

Unless the Fire Chief, or designee, agrees to a shorter time, an employee shall give not less than two (2) weeks advance written notice to take annual leave of ninety six (96) hours or more; and not less than one (1) week advance written notice to take annual leave of less than ninety six (96) hours. The notice requirements of this paragraph shall not apply when a portion of a shift is taken as provided in paragraph D(2).

If a holiday falls on or during an employee's annual leave, that day will not be charged as a leave day.

Annual leave credits shall accrue throughout and be accounted for at the end of each pay period during which the employee is in full pay status during his/her regularly scheduled duty assigned hours.

Seasonal, temporary, part-time or intermittent employees are ineligible for annual leave benefits.

An employee shall be paid his/her regular hourly rate for each hour of annual leave time taken.

If an employee reaches his/her maximum Annual Leave Accrual hours, and is denied leave due to minimum staffing requirements, the employee shall be paid straight time pay for all accrued leave above the stated maximum during that current pay period.

D. Annual Leave Charge Back (suppression employees):

1. Except as provided in Article 13, "Injury Leave," when an employee takes annual leave it shall be charged on an hour per hour basis.
2. Annual leave of less than a full day may be approved by a shift captain, provided there is adequate staffing.

E. Approval of Annual Leave: Once the employee has fulfilled the obligation of Article 10 Paragraph C, the Fire Chief or designee will have three (3) "business days" to approve or disapprove any written request that is less than sixty (60) calendar days in advance; and ten (10) business days to approve or disapprove any written request that is more than sixty-one (61) calendar days in advance. Vacation requests will be considered for approval not more than 180 days in advance of dates requested. Once the annual leave requested dates have been approved by the Fire Chief or designee, the employee will be guaranteed the dates requested without exception, unless mutually agreed upon by both parties to reschedule requested annual leave. Where more employees than can be spared request a particular period, preference will be in order of rank, then seniority in grade, provided the remaining employees are qualified to do the work. Except with the written approval of the Fire Chief, or designee, and the City Manager, not more than two hundred sixteen (216) consecutive hours may be taken off in any period of annual leave.

F. Resignation and/or Retirement:

1. A person about to resign or about to retire and under the provisions of the State Retirement Act or who is to be laid off without fault in his part, and who has earned annual leave, may be granted annual leave for the time so earned not to exceed four hundred thirty two hours (432). Such annual leave must be taken prior to the effective date of any such resignation or layoff; or, in lieu of such annual leave an employee may elect to receive a lump sum payment for annual leave time accrued to his credit.
2. When possible an employee who is about to retire is requested to provide the City six months advance written notice in order to allow the City sufficient lead time in hiring a successor. A retiring employee will follow current PERS policies and procedures.

G. Death of Employee: Upon the death of a person presently on the employment records of this City, a lump sum payment for annual leave time accrued to their credit will be made to the employee's beneficiaries or estate, upon receipt of proof of death and beneficiary(ies). The City Manager shall instruct the City Clerk on the disposition of such cases.

H. For purposes of this Article 10, the following definitions shall apply.

- 1.. "Shift (suppression employees)": Twenty-four (24) hours.
- 2.. "Shift (Assistant Fire Marshal & Fire Prevention Officer)": Eight (8) hours.
- 3.. "Day" (Suppression employees) Twenty-Four (24) hours.
- 4.. "Day" (Assistant Fire Marshal & Fire Prevention Officer) Eight (8) hours.

I. Annual Leave Charge Back (Assistant Fire Marshal & Fire Prevention Officer)

Except as provided in Article 13, "Injury Leave", when the Assistant Fire Marshal and Fire Prevention Officer takes annual leave it shall be charged on an hourly basis by hours of leave taken.

ARTICLE 11

SICK LEAVE

- A. Eligibility: For the purpose of determining eligibility for sick leave allowance, the term “continuous service” shall be that service commencing with appointment to a position with the City and continuing until resignation or discharge.

For the purpose of determining such leave earned, the term “Actual service” shall mean the number of days actually worked on the job; provided, however, that absence from work due to sick leave with pay, vacation with pay, injury or illness incurred in City service and absence on temporary military duty shall be deemed actual service.

- B. Qualifying Period: An employee shall not be entitled to accrue sick leave until after s/he has been employed three (3) full months continuous regular employment. At the beginning of an employee’s fourth month of regular employment, a twenty-four hour shift employee shall be entitled to 90 hours sick leave credit and an eight hour shift employee shall be entitled to 30 hours of sick leave credit.

- C. Accrual of Sick Leave.

1. Employees, after completing three (3) full months of continuous regular employment, and working on a full time basis shall earn sick leave credits at the rate of thirty (30) hours per month, computed on a basis of calendar days of actual service.
2. Assistant Fire Marshal and Fire Prevention Officer shall earn sick leave credits at the rate of ten (10) hours per month, computed on a basis of calendar days of actual service.

- D. Maximum Accumulation: Accumulation of sick leave accruing to a twenty-four hour shift employee’s credit which is not used during the year in which earned may accumulate from year to year to a maximum of two thousand eight hundred eighty (2880) hours. Accumulation of sick leave accruing to a forty-hour per week employee's credit which is not used during the year in which earned may accumulate from year to year to a maximum of two thousand eighty (2080) hours.

1. After an employee has accumulated two thousand eight hundred eighty (2880) hours of sick leave credit, or two thousand eighty (2080) for a forty-hour per week employee, the remaining sick leave accrual over two thousand eight hundred eighty

hours (2880), or two thousand eighty (2080) for a forty-hour per week employee, shall be credited as follows: one-half of the hours shall be added to regular sick leave and one half shall be placed in an extra sick leave account to be used by an employee under the following conditions:

- (a) The employee is suffering from a long term or chronic illness. ("Long term or chronic illness is defined as a disease or ailment that is a lasting condition for a period of months or years. It cannot be easily corrected within a short period of time and generally is not of a temporary disabling or incapacitating nature"); and
- (b) The employee has used all sick leave otherwise available to him/her; and,
- (c) Approval of the City Manager.

- E. Authorized Use of Sick Leave: Sick leave with pay can be granted only upon approval of the City Manager or Fire Chief, or designee, in the case of a bona-fide illness of an employee (those cases which do not qualify under FMLA). The purpose of sick leave is to allow employees who are injured, ill, or attending an appointment with a doctor or dentist, continuation of pay while obtaining medical treatment or recuperating from illness/injury. If an employee does not have sick leave available, the employee may use compensatory time, annual leave, or time without pay in that order. Employees who call in sick or leave work early due to illness are expected to be at a medical facility, doctor's office, pharmacy, grocery store, childcare/school site for pick-up/drop-off only, or remain at home to expedite recuperation, prevent abuse of sick leave policy, maintain discipline and morale, and maintain public trust.
- F. Family Sick Leave: Use of sick leave for immediate family related illness (non-FMLA) shall be limited to a maximum of one hundred forty four (144) hours per calendar year; no more than ninety-six (96) hours at a time. Immediate family is defined as spouse, parents, grandparents, brother, sister, child, grandchild, or corresponding relation by affinity..
- G. Regular and family sick leave shall be charged on an hour per hour basis from sick leave accrued for each one (1) hour taken.
- H. Bereavement Leave: In the event of the death of a member of the immediate family, an employee may request up to forty-eight (48) consecutive hours of sick leave, or up to twenty-four (24) hours of sick leave for eight (8) hour per day employees. Immediate

family is defined as spouse, parents, grandparents, brother, sister, child, grandchild, or corresponding relation by affinity. Additional time may be approved by the City Manager, or designee, up to the limits then accrued in an individual instance.

- I. Certificate of Illness: Substantiating evidence in the form of a physician's certificate of illness may be furnished as proof of the adequacy of the reason for the employee's absence during the time when sick leave was requested. Certificates shall be required by the City Manager, Fire Chief, or designee, when there is (1) absence in excess of two (2) days, or (2) whenever there is reason to believe sick leave is being abused.
- J. Forfeiture of Sick Leave: No employee shall be entitled to sick leave while absent from duty on account of any of the following:
 - 1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his/her willful misconduct.
 - 2. Disability arising from any conduct which is in violation of federal state, or local statute, written City or departmental policy.
 - 3. Sickness or disability sustained while on leave without pay.
- K. Fraudulent Sick Leave Claims: Any person claiming sick leave with pay, where it is shown that such a claim was made or approved by such claimant knowing that such claimant was in fact not sick or otherwise entitled thereto, shall forfeit all accumulated sick leave and shall not be allowed to receive or accumulate sick leave for a period of twelve (12) pay periods thereafter. The employee is subject to termination if such fraudulent claim was made and accepted, however, such employee's rights to a subsequent hearing shall still be in accordance with the Nevada Revised Statutes.
- L. Sick Leave and Payment Upon Retirement: Upon retirement, an employee shall be paid accrued sick leave accrued during employment with the City of Elko up to nine hundred sixty (960) hours based on the same percentage as the percentage of the employee's retirement determined pursuant to the Nevada Public Employees Retirement Act.
- M. Death of an Employee: Upon the death of a person presently on the employment records of the City, a lump sum payment for sick leave accrued to the employee's credit up to nine hundred sixty (960) hours will be made to the employee's beneficiary(ies) or estate, upon receipt of proof of death by beneficiary(ies). The City Manager shall instruct the City Clerk on the disposition of such cases.

N. Definitions: For purposes of this Article 11, the following definitions shall apply.

1. “Shift (suppression employees)”: Twenty-four (24) hours.
2. “Shift (Assistant Fire Marshal & Fire Prevention Officer)”: Eight (8) hours.

O. Family and Medical Leave Act Leave:

- a. Family and medical leave for employees shall be governed by the provisions of the federal Family and Medical Leave Act (FMLA), as may be amended from time to time. Nothing in this section is intended to extend to the City employee’s rights or benefits not extended in this law. Where there is a conflict between this section and the FMLA, the FMLA governs.
- b. All employees who have one year (52 weeks) of service and have worked at least 1,250 hours during the preceding 12-month period, are eligible to take up to 12 weeks of unpaid leave concurrent with paid leave, in a 12-month period as defined in the FMLA. Eligible employees may request leave for their own serious health condition, for the serious health condition of the employee’s spouse, child or parent, for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to provide military caregiver leave or exigency leave, as defined in the FMLA. The 12-month period shall be a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave. Employees shall utilize all sick leave, compensatory time, and/or annual leave in that order, to be taken in conjunction with FMLA leave. Employees shall comply with the application process and various provisions of the FMLA. The City may require appropriate medical information and certifications as allowed by the FMLA when requesting leave for the employee or family member.
- c. The employee must provide reasonable advance notice if the need for the leave is foreseeable. The department head shall not deny leave to any eligible employee who requests family or medical leave pursuant to the provisions of the FMLA. The employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such right under the provisions of the FMLA.
- d. The City shall maintain coverage under any group health plan for the

duration of the leave at the level and under conditions that would have been provided had the employee been working. However, the City shall only maintain such group health plan coverage for such employee for up to 12 weeks within a 12 month period commencing with the start of the FMLA leave.

ARTICLE 12

LEAVE FOR MILITARY AND UNIFORMED SERVICE MEMBERS (MILITARY LEAVE)

- A. Definition: The Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301, et sq., together with Nevada Revised Statute (NRS) 281.145 (to the extent it creates rights or benefits that are more beneficial to or in addition to rights or benefits provided under USERRA), set forth the respective rights and duties of the City and its employees in connection with service in the uniformed services. The rights and benefits for Military Leave extend to firefighters who are called to active duty and who are deployed under the National Disaster Medical System of the U.S. Department of Health and Human Services. Upon the commencement of a period of service which is subject to USERRA and/or NRS 281.145, the firefighter shall be entitled to regular compensation for a period not to exceed 120 hours in any one (1) calendar year. An absence due to a period of service shall not count against the firefighter's annual vacation or sick leave. Pursuant to 20 CFR § 1002.41, USERRA rights are not diminished because an employee holds a temporary, part-time, probationary, or seasonal employment position. However, the City is not required to reemploy a temporary, part-time, probationary, or seasonal employee if the employment he or she left to serve in the uniformed services was for a brief, non-recurrent period and there is no reasonable expectation that the employment would have continued indefinitely or for a significant period.

ARTICLE 13
INJURY LEAVE

ABSENCE DUE TO EMPLOYMENT-CONNECTED TEMPORARY DISABILITY

- A. In the event an employee is absent due to an employment-connected temporary disability s/he may receive compensation as determined by the City of Elko's worker's compensation insurance carrier plus an amount from the city which would cause the total amount received by the employee to equal their salary at the time of his disability. Such payments from the city shall not extend beyond an employee's accumulated sick leave and annual leave. In the event compensation is not immediately established by the worker's compensation insurance carrier and the employee draws full sick leave pay from the city and subsequently receives worker's compensation, s/he shall repay the city the amount of such compensation pay received to cover the period which was covered by city sick leave.
- B. For each scheduled shift the employee does not work while on worker's compensation leave as a result of a temporary disability, sick or annual leave accumulated shall be charged at 33 1/3%. Therefore, as an example, when an employee on worker's compensation takes 24 hours off, eight (8) hours sick leave shall be charged.
- C. For purposes of this Article 13, accrued sick leave shall be exhausted prior to accrued annual leave being used.
- D. After six (6) months during which an employee is unable to work because of an employment-connected temporary disability, the employee may elect not to continue the provisions set forth in paragraphs A and B above, and to be provided only with payments for employment-connected temporary disability as determined by the City of Elko's worker's compensation carrier. Upon the employee's election to receive only worker's compensation payments, sick and annual leave shall cease to be deducted from the employee's leave accrual, and the employee shall earn service credits in respect to sick leave, annual leave, longevity pay, and retirement benefits.
- E. The provisions of this Article apply only to employment connected temporary disabilities which do not permit the employee to work. In that regard, should the City of Elko's worker's compensation carrier determine that an employment connected disability is or becomes permanent the provisions of the Article shall cease to apply as of the date of the permanent disability.

ARTICLE 14
COURT LEAVE

- A. An employee appearing in any court, or before the Grand Jury, as a party to an action arising out of their City employment; or as a witness to either a civil or criminal case for the purpose of giving testimony as to facts or knowledge that s/he has received in the course of their City employment, shall receive full compensation as though s/he were actually on the job during such times.
- B. The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reasons of such appearance and forthwith pay the same over to the City Clerk to be deposited in the General Fund of the City. In all cases, however, the employee shall retain mileage allowances.

ARTICLE 15

ASSOCIATION ACTIVITIES

- A. The Association shall be allowed to hold monthly meetings at the Fire Department so long as such meetings are held after the day's work is completed and does not interfere with the Department schedules, business, or training. Any other meetings must receive the approval of the City Manager or Fire Chief, or designee.
- B. In order to ensure that the Association's meetings do not conflict with the Department schedules, business or training, the Association whenever possible shall give the City Manager, Fire Chief, or designee at least one (1) week's prior written notice of the time and date which the meetings will be held.
- C. Once meeting approval has been given, the date and time will be added to the calendar and the department will not schedule business, trainings, or activities that interfere or conflict with the scheduled meeting.

ARTICLE 16
RETIREMENT

- A. The retirement rights of the employees shall be the same as those provided by Chapter 286 of the Nevada Revised Statutes ("Public Employees' Retirement Act"). This agreement shall be interpreted consistent with the provisions and requirements of the Public Employees' Retirement Act. In the event of inconsistency, the terms of the Public Employees' Retirement Act shall govern.
- B. Pursuant to the Public Employees' Retirement Act, the Public Employees' Retirement System ("PERS"), by and through its board, arranges for actuarial valuations and reports on the soundness of the system and establishes the required contribution rate.
- C. The City has an employer-paid contribution plan and pays the entire contribution for employees who contribute to the police and firefighter's retirement fund, pursuant to NRS 286.421.9, to permit the entire contribution (including the employee's share) to be made on a pre-tax basis.
- D. Pursuant to NRS.421.3, employees' salaries must be adjusted to reflect employees' portion of the contributions by either reducing employees' salary or in lieu of an equivalent salary or cost-of-living increase. City and employees are each responsible for equal dollar amounts of the contributions.
- E. Effective July 17, 2005, the contribution rate for the police and firefighter's retirement fund was increased by 3.5% from 28.50% to 32.00%. Pursuant to NRS 286.421, the City paid the entire increase in the retirement fund contributions in lieu of granting employees an equivalent salary or cost-of-living increase.
- F. If the contribution rate increases or decreases in the future, employees' salaries shall be adjusted as required pursuant to NRS 286.421.3. If the contribution rate decreases then, the employees' salaries shall be increased by their one-half share of the contribution decrease. If the contribution rate increases, then employees' salaries shall be reduced by the employees' one-half share of the contribution increase.
- G. When possible an employee who is about to retire is requested to provide the City six months advance written notice in order to allow the City sufficient lead time in hiring a successor. A retiring employee will follow current PERS policies and procedures.

ARTICLE 17
LONGEVITY PAY

- A. Upon completion of eight (8) years of continuous employment with performance reviews of standard or better, employees hired before July 1, 2011 will receive the following longevity pay, with the maximum years of service being twenty-five (25):

Years of Completed Service	Semi-Annual Amount	Total Annual
8	\$ 100	\$ 200
9	125	250
10	150	300
11	200	400
12	225	450
13	250	500
14	275	550
15	300	600
16	375	750
17	400	800
18	425	850
19	450	900
20	475	950
21	600	1200
22	625	1250
23	650	1300
24	675	1350
25	700	1400

Longevity pay shall be payable on the first payroll in June and December of each year. An employee will receive the first check during the year following the employee's eighth (8th) anniversary year of employment with the City. If the employment anniversary date falls between January 1 and June 30 of that year, the first check will be on the first payroll in June. If the anniversary date falls between July 1 and December 31 of that year, the first check will be on the first payroll in December.

ARTICLE 18

PAY RESOLUTIONS

- A. Pay Periods: The pay periods and dates of payment shall be established by the city.
- B. Initial Appointment: Firefighters hired after July 1, 1996 shall be hired at the start rate reflected in Exhibits A.
- C. Promotions: When a firefighter is promoted to Driver Operator I or a Driver Operator I is promoted to a Driver Operator II, s/he shall receive the qualified rate of the respective classification. The promoted employee shall serve a twelve (12) month probation period as outlined in Article 19.
- D. Demotions: When an employee is demoted to a lower position class, the pay rate shall be commensurate with where the employee would have been on the salary schedule if the promotion had not occurred. The Fire Chief or designee, with the approval of the City Manager, may demote an employee to a lesser paid salary classification upon failure of the employee to maintain a standard of work set forth in the job classification description. Nothing in this section prohibits the employee from future promotions.
- E. Full Time Service: For the purpose of determining eligibility for probationary period salary increases, promotion and accrual of benefits, the term "full-time service" shall mean the number of days actually worked on the job, including absences with pay. Leaves of absence without pay, including military leave to the extent permitted by applicable federal and/or Nevada law, shall not be credited as full time.
- F. Direct Deposit: The City of Elko will provide direct deposit of payroll to any local bank or credit union. Each employee will have the option of participating in the direct deposit program. Those employees who wish to participate in the direct deposit program will complete all the appropriate forms authorizing the City and/or bank or credit union to deposit their check electronically.

Any member who does not elect to take advantage of the direct deposit program may have their payroll checks mailed to them, or will be able to pick up their payroll check at the firehouse. The checks to be picked up at the firehouse will be sealed by the payroll clerk in individual envelopes.

ARTICLE 19

PERFORMANCE EVALUATION AND PROBATIONARY EMPLOYEES

A. Probationary Employees:

1. Newly-hired full-time employees shall serve a twelve (12) month probationary period from the date of hire. The probationary period for new hires may be extended for a period of six (6) months, based on the recommendation of the Fire Chief or his designee. After six (6) months of employment, a new hire shall receive a performance review. Thereafter, performance evaluations will be conducted biannually on the anniversary date, and every twelve (12) months after the employee reaches the qualified rate for the current position occupied. Upon successful completion of the probationary period, the newly hired employee shall be granted a merit increase to Step 1, in accordance with Exhibit A. Thereafter, the employee's rate will be increased to successive steps in accordance with Exhibit A, after completing six (6) months service between each step, and upon receiving an acceptable performance evaluation, with an "At Target" or higher evaluation rating.
2. Employees promoted into any higher paid classification shall serve a twelve (12) month probationary period from the date effective of the promotion to the higher classification. Employees promoted to Driver Operator I and Driver Operator II shall receive a performance evaluation after six (6) months full-time service in the position, and again after twelve (12) months full-time service in the position. Thereafter, performance evaluations will be conducted annually.
3. Employees promoted to Assistant Fire Marshal, or Captain shall receive the probationary rate for the first twelve (12) months of full-time service from the effective date of promotion. Upon the successful completion of this probationary period, the promoted employee shall receive the qualified rate as outlined in Exhibit A, provided the employee's job performance so warrants as established in the performance evaluation process. Performance evaluations shall occur bi-annually on the anniversary date of the effective promotion until the employee reaches the qualified rate. After the qualified rate is reached, performance evaluations will be conducted annually.
- 4.. An employee promoted to a higher classification may be returned to his/her former

position if management determines s/he is unable to satisfactorily perform the job. In that event all promotions, regardless of the number of employees affected, which occurred as a result of the returning employees back to their former position, shall be reversed, returning those employees back to their former position and any employee hired at an entry level position as a result of the aforesaid promotions shall be terminated if no other openings exist.

ARTICLE 20

ASSIGNMENT TO HIGHER CLASSIFICATION

- A. An employee covered by this agreement who is required to work in a higher classification shall receive an additional 6% of his/her current rate of pay for all hours worked in this capacity.
- B. An employee shall not be removed from a temporary assignment for the purpose of avoiding payment of the above premium.
- C. Distribution of work in a higher classification shall be rotated among all employees in the lower classification; provided however that this clause shall not be interpreted to require that firefighters be permitted to work as fire captains.
- D. New hire firefighters will have to complete eighteen (18) months of service and satisfactorily complete the Driver/Operator I test to qualify for temporary assignment to Driver/Operator I. Out-of-classification pay for firefighters will be in accordance with paragraph (2) in Exhibit A.
- E. When a Captain has been designated by the Fire Chief or Deputy Fire Chief to act as the temporary Fire Chief during his/her absence of a full shift or more, the Captain shall receive an additional six percent (6%) over his/her base hourly rate for all hours worked in this capacity.

ARTICLE 21

GROUP LIFE INSURANCE

- A. The City shall pay 100% of the premium cost for:
1. A \$30,000 policy of Group Term Life Insurance for each of the employees of the fire department;
 2. A \$5,000 policy of Group Term Life Insurance for each unit employee's spouse; and
 3. A \$3,000 policy of Group Term Life Insurance for the dependent children of each unit employee, over 6 months to 19 years. However, if the dependent child is a full-time student, the life insurance set forth in this subparagraph 3 shall be until the dependent is 24 years of age.
 4. A \$500 policy Group Term Life Insurance for dependent children age 14 days to 6 months.

ARTICLE 22

GROUP HEALTH INSURANCE

A. All fire department employees regularly working a forty (40) hour week or more may, after initial employment, following a thirty (30) day waiting period from the first day of their employment and pursuant to the eligibility requirements of the current Benefits Program, enroll in the City's group health, dental and vision insurance plans; provided, however such employee is not excluded from enrollment by conditions of the insurance contracts.

B. City Share of Premium.

1. The City shall pay 100% of the cost of premium for group health, dental and vision insurance coverage for the employee.
2. To the extent provided by law, the employee shall have the option of converting the health, dental and vision insurance coverage upon their separation of employment at the City of Elko.

C. Employee Dependent Share of the Premium.

All provisions of employee and dependent health insurance shall be in accordance with the effective current Master Plan Document and premiums established and approved, effective at the beginning of each new plan year. The employee shall have the right to enroll all eligible dependents in the plan and shall have the respective premiums for dependents deducted through a payroll deduction.

D. All employees covered by this Agreement shall be given advance notice of any changes in the group insurance coverage's.

E. Insurance Committee.

Contingent upon approval by the Elko Police Department Employees Association and the International Union of Operating Engineers, Local 3, it is agreed that an Insurance Committee is established. The purpose of the Committee is to discuss group health insurance plan selection options and to make recommendations to the City Council and the respective bargaining units.

ARTICLE 23

PHYSICAL EXAMS

- A. The City will pay for the physical exams required by NRS 617.457 or any other Nevada law if the employee gets their exam from the physician chosen by the City. However, if the exam is done by another physician of the employee's choice, the City will reimburse the employee in the amount of the standard amount paid by the City and the employee shall pay the physician directly.
- B. Physical exams shall be taken annually in accordance with law and shall be scheduled by the Fire Chief, or designee.
- C. When there is a question of fitness for duty as a result of a required annual physical, the City shall pay for one additional diagnostic test deemed necessary by the physician to confirm or dispel a fitness for duty issue indicated as a result of an employee's annual physical exam. The City shall not pay for any additional testing for diagnosis or treatment of any health problem as a result of the physical.

ARTICLE 24

UNIFORMS AND ALLOWANCE

A. This city shall furnish to newly hired employees

1. Class B Uniform

- a. One (1) dress shirt.
- b. Two (2) badges.
- c. Two (2) name tags.
- d. Two (2) pair of collar brass.
- e. One (1) black leather belt.

2. Class C Uniform

- a. Three (3) red tee shirts.
- b. Three (3) blue tee shirts.
- c. One (1) sweat shirts.
- d. One (1) sweat pants.
- e. One (1) shorts
- f. Three (3) pants
- g. One (1) light coat.
- h. One (1) winter coat.
- i. One (1) pair station boots

3. Helmet shield

- a. One (1) Helmet Shield designating rank and ID number

B. The City shall furnish each promoted employee with:

1. Class B Uniform

- a. Two (2) badges
- b. Two (2) name tags
- c. Two (2) pair of collar brass.

2. **Helmet Shield**

- a. One (1) Helmet shield designating promoted rank and ID number.
- C. The City shall furnish each employee a uniform allowance for maintenance and replacement of One Hundred-Fifty Dollars (\$150) per month.
- D. The uniform allowance shall be paid on the first payroll in December and June of each year.
- E. The Assistant Fire Marshal and Fire Protection Officer shall be provided with five (5) pants and five (5) shirts, boots or shoes, belt, badge, patches, light coat, and winter coat. If promoted through the ranks, the City shall buy two (2) pants and four (4) dress shirts plus all patches and badges as required.
- F. Class A Uniform package shall be purchased by new hire employees upon successful completion of probationary period and prior to swearing in ceremony. Employees will notify the chief upon receipt of their Class A uniform, so the pinning ceremony can be scheduled. *Current employees shall have Class A uniforms package purchased prior to December 31, 2014.

ARTICLE 25

LINEN SERVICE

- A. Employees will be allowed to launder their uniforms and all bedding with the washer, dryer, and detergent supplied by the department while on duty.
- B. The City will provide each firefighter with two (2) winter blankets, and a supply of bedspreads, sheets, and pillow cases for use at the station.

ARTICLE 26

GRIEVANCE PROCEDURE

- A. The purpose of the following grievance procedure shall be to settle, as quickly as possible, any disputes arising out of the interpretation or application of this agreement.
- B. An Association grievance committee shall be established consisting of three members. Such committee shall be selected in a manner to be determined by the Association membership. The purpose of the Association grievance committee is to aid the Association and employee in resolution of grievances or to determine whether in fact, cause exists for pursuing the matter through the grievance procedure.
- C. An employee who feels aggrieved over the interpretation or application of this agreement shall take up the matter with the Deputy Fire Chief within ten (10) working days unless otherwise mutually agreed after the employee is aware or should have been aware of the event giving rise to the dispute. The employee shall further advise his/her supervisor of the matter giving rise to the dispute.
- D. The Deputy Fire Chief shall make a reasonable effort to reach an acceptable solution to the problem within ten (10) business days after it has been submitted to the Deputy Fire Chief. Any grievance settlement shall be approved in writing by the Fire Chief.
- E. If the grievance is not settled during this informal discussion and the employee wishes to proceed with the matter, s/he shall within ten (10) business days after the matter is submitted to the Deputy Fire Chief, file the matter in writing with the chairman of the Association grievance committee and provide the following information:
 - a. the employee's name;
 - b. the employee's position classification;
 - c. department;
 - d. a brief statement of the nature of the grievance;
 - e. any attempts to resolve the problem;
 - f. a proposed solution to the grievance;
 - g. signature of the employee;
 - h. the date the employee signed the statement;

The Association grievance committee and Deputy Fire Chief shall attempt to adjust the

matter at that time and shall render their decision in writing within ten (10) business days from the date said grievance is received. Any grievance settlement shall be approved in writing by the Fire Chief or designee.

- F. If the employee is not satisfied with the decision of the Association grievance committee, s/he shall, within ten (10) business days after the Association grievance committee renders its decision submit their grievance with the data as outlined above in writing to the Fire Chief. The Fire Chief shall arrange for such meetings and investigations that are necessary to enable him to respond in writing to the employee who has filed the grievance within ten (10) business days from the date the Fire Chief received said grievance.
- G. Within ten (10) business days after receipt of the written response from the Fire Chief, or designee, the employee may present the grievance in writing to the City Manager accompanied by all correspondence, transcripts, documents, tape recordings and all other data accumulated regarding the grievance. The City Manager shall review all of the relevant evidence and other data submitted. After consultation with the aggrieved employee and any other persons that the City Manager deems to have pertinent information in regard to such grievance, s/he shall within ten (10) business days from the receipt of said grievance render a decision.
- H. In the event the employee is not satisfied with the decision rendered by the City Manager, the matter may be submitted to arbitration in accordance with the following procedure:
 - 1. The Association shall within ten (10) business days of receipt of the City Manager's decision, notify the City Manager that the Association desires to refer the dispute to arbitration.
 - 2. The City and the Association shall attempt to agree on an impartial arbitrator within three (3) business days of the receipt of the notice to arbitrate. Should the City and Association be unable to agree on an arbitrator, they shall ask the American Arbitration Association (AAA) to submit to each party the names of seven (7) arbitrators, qualified to hear the matter.
 - 3. Within seven (7) days of receipt of the AAA panel, the parties shall agree to one of the arbitrators set forth in the panel to hear the dispute. Should the parties be unable to agree on one of the seven (7) AAA arbitrators submitted, the parties shall

alternately strike names of an arbitrator until one remains who shall hear and decide the matter. The party who seeks arbitration shall strike the first name.

4. The arbitrator shall have no authority to add to, subtract from, or modify any of the terms of this Agreement, or to hear, rule, or award on any matter, except while this Agreement, is in effect.
 5. Consistent with the provisions of the Nevada Uniform Arbitration Act (NRS 38.015 and the following), the decision of the arbitrator shall be final and binding on the parties. The cost of the arbitrator shall be divided equally by the parties.
- I. The time limits specified in the preceding sections may be extended by the mutual agreement of the parties.
 - J. The Association shall furnish the City with the names of the members of the Association grievance committee.
 - K. Any employee, informally seeking or formally filing a request to have his grievance reviewed, shall not be discriminated against during recruitment, examination, appointment, training, promotion, retention, classification, or any other personnel action while doing so or testifying on behalf of another employee or assisting another employee to prepare a grievance report or acting as a representative of any employee requesting a grievance review.
 - L. In the event the City schedules a grievance meeting while members of the grievance committee or the aggrieved is on a shift, the City shall grant time off with pay for those employees affected.
 - M. For purposes of this Article, the term "business day" means any day Monday through Friday excluding holidays.
 - N. No non-probationary employee shall be disciplined or discharged without just cause. Newly hired employees serving a probationary period may be disciplined or discharged in the discretion of the City with or without cause.

ARTICLE 27

ADOPTION OF AGREEMENT AND AMENDING PROCEDURE

- A. Adoption: This agreement will be deemed adopted and of binding effect, terminating negotiations during its term, upon approval and subscription of the Association and the City.
- B. Copies of Agreement: Upon adoption of this agreement, the City shall furnish electronic copies of the agreement to the Association leadership to be distributed to all employees covered under the agreement. The City will provide two hard copies. Each copy will be signed by the appropriate representatives from the City and the Association. The City will retain one copy and the Association will retain one copy.
- C. Bulletin Boards: The City shall permit all reasonable use of Bulletin Boards located in the respective fire houses of the City. All materials posted by the Association shall be in good taste and shall not contain information which would embarrass or coerce any employee or official of the City.
- D. Politics on Bulletin Boards: No political displays, comments or suggestions shall be permitted on Bulletin Boards.
- E. Rules and Regulations:
 - 1. The City may adopt and amend Fire Department Rules and Regulations and Standard Operating Procedures consistent with N.R.S. and this Agreement. These shall be rules and policies by which the City administers the Fire Department and to which all employees covered by this agreement are bound.
 - 2. The City and the Union further recognize that the matters covered by the Fire Department Rules and Regulations and Standard Operating Procedures include subject matter which is subject and which is not subject to mandatory bargaining under the provisions of Nevada Revised Statutes 288. The City and the Union also recognize that these Fire Department Rules and Regulations and Standard Operating Procedures are subject to change by the Fire Chief or designee in accordance with the procedure outlined below.
 - 3. The City and the Union recognize and understand that the Fire Department Rules and Regulations and Standard Operating Procedures are general in nature and shall not

be considered as all inclusive. No inference will be drawn from the absence of a rule in the Fire Department Rules and Regulations.

4. The following procedure for adopting or changing Fire Department Rules and Regulations and Standard Operating Procedures will be as follows:
 - A. Except in the event of an emergency and except those which are currently in effect, no rule, regulation or standard operating procedure, nor amendment or cancellation thereof shall become effective until notice thereof has been posted in each fire station for a period of ten (10) consecutive days.
 - B. The City or the Union may request meetings to discuss their views relative to work rules and standard operating procedures and proposed changes therein. Except in the case of an emergency, upon timely request, such meetings shall be convened prior to the implementation of the rule, regulation, standard operating procedure, amendment or cancellation.
 - C. The Fire Chief will issue a written response to all written questions raised by the Union. The Union will do the same. These responses are due within three (3) days of the meeting with copies to the City Manager.
5. Any dispute arising between the City and the Union concerning any proposed or implemented modification or interpretation of Fire Department Rules and Regulations or Standard Operating Procedures which are the subject matter of mandatory bargaining shall be subject to the provisions of the Grievance Procedure, including arbitration.
6. Any dispute as to whether or not the subject matter of a proposed or adopted rule or regulation or standard operating procedure is a mandatory subject of bargaining shall be submitted to the Local Government Employee Management Relations Board in accordance with procedures outlined by the rules of that Board and N.R.S. 288 prior to it being submitted to arbitration.
7. Except in the event of an emergency, no disputed rule or standard operating procedure which is the subject of mandatory bargaining will go into effect prior to settlement of the dispute or arbitration award, whichever is earliest.
8. The parties agree that the Fire Department shall provide a copy of the current Fire

Department Rules and Regulations and Standard Operating Procedures, and a copy of any changes or amendments thereto, to each member of the Bargaining Unit.

- F. The use of the masculine pronoun with respect to employees shall refer to both male and female employees.

ARTICLE 28

SAFETY PROCEDURE

AND SAFETY EQUIPMENT AND CLOTHING

- A. It is in the best interests of the Association, the employees covered by this agreement, and the City that suggestions for improving and encouraging safety in fire department operations be seriously considered. In this context, the Association shall appoint a Safety Committee which may submit safety recommendations and report safety violations to the Fire Chief or designee, or the City Manager. Upon receipt of the Associations recommendations and/or report, the Fire Chief or designee, or the City Manager will within ten (10) calendar days acknowledge receipt of the report/recommendation and shall respond in writing within thirty (30) calendar days to the Association addressing those matters contained in the Association's recommendation and/or report.
- B. The City shall furnish and maintain at no cost to the employee all respiratory apparatus, gloves, helmets, and protective clothing.
- C. All protective clothing and equipment shall meet the highest requirements provided by Nevada or federal OSHA.

ARTICLE 29

TRADING TIME

Employees will be allowed practices of “trading time” and/or “early relief” with approval of the Fire Chief or Deputy Fire Chief. In the event the Chief or Deputy Fire Chief are not available, the Shift Captain shall have the authority to give the approval. The application of this Article shall not result in the payment of overtime compensation to employees who trade time or are provided early relief. If the employee who was originally assigned to work is eligible for “out-of-class” pay, and has traded with another employee, the employee originally scheduled will receive the “out-of-class” pay as if they were actually working that day. All provisions in this article will be administered pursuant to FLSA.

ARTICLE 30

SAVINGS CLAUSE

- A. This agreement is the entire Agreement of the parties, terminating all prior arrangements and practices and concluding all negotiations during the terms of this Agreement.
- B. Should any provisions of this Agreement be found to be in contravention of any Federal or State law, the Elko Charter or by a court of competent jurisdiction, such particular provisions shall be null and void, but all other provisions of this Agreement shall remain in force and effect until otherwise canceled or amended.

ARTICLE 31

COMPENSATORY TIME

1. Overtime compensation may be paid in cash or in compensatory time off under the following restrictions:
 - a. Compensatory time off at the standard overtime rate may be granted at the discretion of the Fire Chief or Deputy Fire Chief in lieu of cash payment and may be allowed to accrue as compensatory time off, up to a maximum of ninety-six (96) hours. Any hours in excess of ninety-six (96) hours will be paid at the applicable rate.
 - b. An employee will be eligible to use his/her comp time provided there is adequate staffing. In the event the Chief or Deputy Fire Chief are not available, the Captain shall have authority to grant the requested comp time.
 - c. An employee may cash out up to 40 hours of compensatory time on the second pay period in June and on the second pay period in December. The compensatory time will be paid out at the employee's regular hourly rate of pay.

ARTICLE 32

SALARY INCREASES

1. Effective July 1, 2021, the monthly salaries of the employees covered by this Agreement shall be adjusted as set forth in Exhibit A, representing a 3.5% increase from the year prior ending June 30, 2021.
2. Effective July 25, 2021, the salary scheduled for all employees covered by this Agreement shall be decreased by 0.75% to reflect the increase in the Public Employees Retirement System for Police and Firefighters (PERS) retirement rate of 1.5% as set forth in Exhibit A. Pursuant to N.R.S. 286.421.3 any PERS rate increase shall be shared equally by the employer and employee.
3. Effective July 1, 2022, the monthly salaries for all employees covered by this Agreement shall be adjusted as set forth in Exhibit A, representing a 5.0% increase from the year prior ending June 30, 2022.
4. Effective July 1, 2023, the monthly salaries for all employees covered by this Agreement shall be adjusted as set forth in Exhibit A, representing a 5.0% increase from the year prior ending June 30, 2023.
5. Effective on the first scheduled payday in August 2023, the salary schedules for all employees covered by this Agreement shall be adjusted (either increased or decreased) by the percentage determined by the Public Employees Retirement System Board. Pursuant to NRS 286.421.3 any PERS rate increase shall be shared equally by the employer and employee.

ARTICLE 33

DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July 2021, and shall remain in full force and effect until June 30, 2024. Except as otherwise provided in NRS 288.155, this Agreement shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, on or before February 1, 2024, or by February 1 of any year thereafter that it desires to modify and/or terminate the Agreement. The parties shall promptly meet to set a date for the first negotiation session.

ARTICLE 34

LAYOFF PROCEDURE

- A. If a layoff or reduction in force occurs, seniority shall apply regardless of rank. All probationary firefighters within the bargaining unit will be laid off before any other classification. If any further layoffs are necessary, layoffs will progress in reverse order of seniority. The least senior employee first, progressing as necessary to the most senior employee last.
- B. All employees to be laid off shall be given written notice of such layoff at least 60 calendar days prior to the effective date of the layoff.
- C. Upon being laid off, an employee with City Manager approval, may elect demotion temporarily to any classification covered by the Agreement.
- D. In the event of an increase in the working force following a reduction, employees laid off or demoted shall be placed on the reemployment list within the department in which the layoff or demotion occurred in reverse order of demotion or termination.
- E. Employees who are reemployed within one (1) calendar year after they are laid off will be entitled to the reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff.
- F. No employee returning after a reduction in force shall lose any seniority they accrued prior to the layoff.
- G. Layoffs or reduction in force due to City budgetary constraints or considerations must consider all departments within the City, not solely the Fire Department.

ARTICLE 35

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS ACT

Each party reserves all rights as set forth in the Local Government Employee-Management Relations Act (the "Act") (N.R.S. 288.010 and following). In this context the parties acknowledge that in respect to any non-mandatory subject of bargaining as defined in the Act which may be included in this Agreement, the City is not waiving or in any way limiting its right pursuant to the Act to refuse to bargain over non-mandatory subjects in future negotiations.

ARTICLE 36

EDUCATIONAL INCENTIVES

When educational incentive pay is budgeted, the budget amount shall be equally distributed in the approved school periods for the fiscal year. Fiscal Year educational reimbursement funds not used in a grading period shall roll to the next grading period. Notification to the Fire Chief or designee is required prior to the start of the class to be eligible for reimbursement. The City shall pay full tuition and books for courses taken by an employee at an accredited college or university or for correspondence courses completed from an accredited school, college or university. Reimbursements will be divided evenly from the available funds and distributed among all professional firefighters who apply for educational reimbursement for that grading period. Such reimbursements shall not exceed two courses per grading period. A grading period is considered to be the Fall, Spring, and Summer semesters as defined by the dates used by Great Basin College. . Reimbursement upon completion of the approved course will be as follows:

1. Tuition and books will be paid at:
 - 100% for a grade of A or B
 - 85% for a grade of C
 - 0% for a grade of D or F
 - 100% for a grade of "Pass"
 - 0% for a grade of "Fail"
2. Upon completion of registration, the employee shall provide the City with receipts for registration and books. All approved requests, and receipts for books and fees shall be forwarded to the Human Resources Manager. Copies of the final grade (s) shall be submitted to the Human Resources Manager for policy compliance prior to reimbursement

ARTICLE 37

PREVENTION MEASURES

The employee shall be provided with reasonable preventive measures as determined by the Fire Chief 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 the Fire Chief 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 City of Elko 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 Worker's Compensation.

ARTICLE 38

REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

- A. The City shall reimburse the employee for the cost of repairing or replacing authorized personal property, which is damaged or destroyed and is not covered by worker's compensation insurance, or if such personal property is lost at any emergency. The reimbursement shall be made within thirty (30) days from approval of the claim. The list of authorized personal property shall include and be limited to eye-glasses, watches, contact lenses and knives.
- B. Any claims will first be submitted to Local 2423 for review, and approval or denial.
- C. Reimbursement amounts will be replacement cost on all prescription eyewear. All other authorized items will be limited to one thousand five hundred dollars (\$1,500.00) in the departments aggregate, each year, July 1st to June 30th, for employees in the bargaining unit.

ARTICLE 39

40 HOUR PERSONNEL - ASSISTANT FIRE MARSHAL & FIRE PREVENTION OFFICER

Hours of work are to be from 0800 to 1700, including a one (1) hour lunch break. Hours worked over the forty (40) hours per week will be compensated at the rate of one-and-one-half (1 ½) times the employee's regular straight-time hourly rate.

The employee may elect to take either comp time or overtime.

For non-mandatory training, the employer may offer comp time only.

Any hours of work or training officially ordered in excess of the Employee's basic work period shall constitute overtime or call-back and shall be paid on a time-and-one-half basis. Furthermore, any overtime or call-back required to be worked shall be paid in accordance with the provisions of the Official Policies of the Public Employees' Retirement System of Nevada.

ARTICLE 40

PHYSICAL FITNESS INCENTIVE

- A. Parties agree to a voluntary physical fitness-testing program to be administered each spring by an authorized independent third party using a national testing/scoring standard (PACK TEST) established by the Federal Department of the Interior and the Bureau of Land Management. Employees that elect to take the Pack Test will be afforded three (3) opportunities to pass the PACK TEST annually, which must be completed each year no later than June 30th of each calendar year. Scheduling for the PACK TEST will be the responsibility of the employee. Employees must attain a passing score, at the arduous level, in order to receive a \$275.00 annual payment; such payment shall be made on the last payday in July of each year. There will be no reprisal or punitive action taken against an employee scoring less than the passing score on the test, or not participating in the PACK TEST.

ARTICLE 41

FISCAL EMERGENCY

Upon notification by the City to the Association that a fiscal emergency exists, the parties shall meet within 10 working days to commence negotiations. The City shall include with its notification all financial data and other information which shows a fiscal emergency does exist.

A fiscal emergency exists for local government, when the following events exist:

1. Contractual agreements (not just labor agreements) are in jeopardy of default, including but not limited to: vendors, consultants, construction, private services, etc.
2. Default on bond payments and other financial obligations by local government are imminent.

A fiscal emergency does not exist if raises and/or benefit increases are being given to any employee or elected official of the local government, consultant or consulting firm etc. The Association, in a timely fashion, will be allowed to audit any and all documents to ensure that a financial emergency does exist and meets the criteria and definition as set forth above. Non-Monetary articles cannot be opened by the City as a part of this process and will not be a part of this process.

If the parties are unable to reach an agreement within 20 working days, from the first day of negotiation then either party may submit to fact-finding arbitration. Once the recommendation of the fact finder is rendered, the parties shall commence negotiations within 10 working days. If the parties do not reach an agreement within 20 working days, then either party may submit to expedited binding arbitration. The decision of the binding arbitrator shall be binding on both parties.

The City cannot use the fiscal emergency process as a tool to impede or frustrate the normal collective bargaining process or as an alternative to the normal collective bargaining process.

ARTICLE 42

INCENTIVE PAY

- A. The following certifications shall be considered special assignments for the purpose of this agreement:
1. Instructor
 - a. Nevada Emergency Medical Services Primary Instructor
 1. Certified by the State of Nevada Office of Emergency Medical Systems
 - b. Nevada Fire Service Instructor
 1. Certified by the Nevada State Fire Marshal
 2. Self-Contained Breathing Apparatus Technician
 - a. Certified by the manufacturer of the departments current model of SCBA being used by the department. Certifications must be updated every four years.
 3. Hazardous Materials Technician
 - a. Certified by the Nevada State Fire Marshal, or department approved equivalent training.
 - b. Must maintain currency under OSHA 1910.120.
 4. Child Passenger Safety Technician
 - a. Certified by SafeKids or an entity approved by the Fire Chief.
 5. Bi-Lingual
 - a. Ability to pass department approved language proficiency examination. If there is a cost associated, the employee must pay for the cost of the exam. Additionally, the employee must re-test every two (2) years in order to continue receiving incentive pay.
- B. Approved members possessing certifications for special assignments shall receive an additional incentive of \$600.00 annually, per each category, to be paid the first payroll in December of each year. To be eligible for the additional incentive, the employee must be current on the certification(s) and have received a rating of “Meets Standards” or above on their annual employee evaluation specific to the duties of the special assignment.

IN WITNESS WHEREOF, the City and the Association have caused these presents to be duly executed by their authorized representatives this 13th day of July, 2021.

CITY OF ELKO

By: 

Reece Keener, Mayor

ATTEST:



Kelly Wooldridge, City Clerk

ELKO FIRE FIGHTERS ASSOCIATION
LOCAL #2423 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By: 

Ray Mowrey, President

ATTEST:


Joel Finley, Secretary - Treasurer

LETTER OF UNDERSTANDING

The City of Elko, Nevada and the International Association of Fire Fighters Local 2423 hereby enter into the following letter of understanding.

The parties agree that the Association will be provided with the small room just off the main bedroom at the Fire Department Main Station, currently referred to as "The Association Office." All furnishings will be the responsibility of the Association. "The Association Office" will not be used by "On Duty" personnel during the hours of 0700 thru 1200 and 1300 thru 1700. Off duty members will be able to use "The Association Office" at any time providing it does not interfere with Fire Department schedules, business or training.

In addition, the Association may install and maintain, at its own expense, telephone lines for their FAX machine, answering machine and telephone.

CITY OF ELKO

ELKO FIRE FIGHTERS ASSOCIATION
LOCAL #2423 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By: Signature on File

Michael Franzoia, Mayor

By: Signature on File

David Bixler, President

ATTEST:

ATTEST:

Signature on File

Lori Lynch, City Clerk

Signature on File

Shane Wiggins, Vice President

MEMORANDUM OF UNDERSTANDING
AGREEMENT BETWEEN THE CITY OF ELKO AND THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS LOCAL 2423

The undersigned hereby agree as follows:

1. Case No. 96-03212 pending with the FMCS concerning overtime claims for travel time for training in Reno, Nevada, shall be dismissed with prejudice, it being understood that this agreement fully resolves any and all claims arising out of or associated with said case.
2. Without prejudice to the City of Elko and without establishing any precedent or admitting any liability whatsoever, the City of Elko shall pay those travel hours of the employees attending the training which was the subject matter of Case No. 96-03212 as hours of overtime compensation and the City shall pay those employees accordingly.
3. In future cases of training mandated to the City of Elko by a higher authority, the parties agree as follows:
 - a. The City shall pay the cost of such training;
 - b. The City shall provide suitable transportation to and from such training. In the event the City is unable to provide such transportation, the City and employees shall discuss the transportation issue and, with prior approval, the City will pay mileage as provided in N.R.S. Chapter 281 for two employee-provided vehicles to be used for such transportation;
 - c. Regardless of whether the City provides the transportation or approves one or two employee-provided vehicles, the drivers of the transportation shall be allowed to claim the hours of actual driving as overtime hours and will be compensated accordingly;
 - d. Any passengers of such transportation shall be allowed to claim one-half of the hours of actual travel time as a passenger to and from the location of the training as overtime hours and will be compensated accordingly; and
 - e. The City shall arrange for and pay motel costs and per diem in training requiring overnight arrangements.

Dated this 30th of May, 1996.

Signature on File

SHANE WIGGINS, President
Firefighters Association, Local 2423

Signature on File

GEORGE EDES, City Manager
City of Elko

EXHIBIT A

Elko Firefighters Association 3.5 % COLA Increase Effective July 1, 2021								
	COLA	Months in Year	Hours Per Year	Pay Periods				
	3.50%	12	2080	26				
Classification	Probationary Rate	Annual Rate	Hourly Rate	PPP Rate	Qualified Rate	Annual Rate	Hourly Rate	PPP Rate
Captain	7,021.37	84,256.48	40.5079	3,240.63	7,439.40	89,272.80	42.9196	3,433.57
Assistant Fire Marshal	6,704.60	80,455.17	38.6804	3,094.43	7,106.96	85,283.56	41.0017	3,280.14
Fire Prevention Officer	6,325.05	75,900.60	36.4907	2,919.25	6,704.60	80,455.17	38.6804	3,094.43
Driver/Operator II	N/A				6,704.60	80,455.17	38.6804	3,094.43
Driver/Operator I	N/A				6,403.55	76,842.63	36.9436	2,955.49
	Start Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Qualified Rate
Firefighter	4,824.07	5,002.42	5,185.04	5,366.24	5,548.89	5,732.95	5,915.57	6,099.63
% Increase		3.70%	3.65%	3.49%	3.40%	3.32%	3.19%	3.11%
Annual Rate	57,888.90	60,029.00	62,220.49	64,394.89	66,586.65	68,795.35	70,986.84	73,195.54
Hourly Rate	27.8312	28.8601	29.9137	30.9591	32.0128	33.0747	34.1283	35.1902
Per Pay Period Amount	2,226.50	2,308.81	2,393.10	2,476.73	2,561.02	2,645.98	2,730.26	2,815.21
	1 Year Probation	1 year	1.5 years	2 years	2.5 years	3 years	3.5 years	4 Years
FO1	1	2	3	4	5	6	7	8

Elko Firefighters Association 0.75 % PERS decrease Effective July 25, 2021								
	COLA	Months in Year	Hours Per Year	Pay Periods				
	-0.75%	12	2080	26				
Classification	Probationary Rate	Annual Rate	Hourly Rate	PPP Rate	Qualified Rate	Annual Rate	Hourly Rate	PPP Rate
Captain	6,968.71	83,624.56	40.2041	3,216.33	7,383.60	88,603.26	42.5977	3,407.82
Assistant Fire Marshal	6,654.31	79,851.76	38.3903	3,071.22	7,053.66	84,643.93	40.6942	3,255.54
Fire Prevention Officer	6,277.61	75,331.35	36.2170	2,897.36	6,654.31	79,851.76	38.3903	3,071.22
Driver/Operator II	N/A				6,654.31	79,851.76	38.3903	3,071.22
Driver/Operator I	N/A				6,355.53	76,266.31	36.6665	2,933.32
	Start Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Qualified Rate
Firefighter	4,787.89	4,964.90	5,146.15	5,325.99	5,507.27	5,689.95	5,871.20	6,053.88
% Increase		3.70%	3.65%	3.49%	3.40%	3.32%	3.19%	3.11%
Annual Rate	57,454.73	59,578.78	61,753.83	63,911.93	66,087.24	68,279.38	70,454.43	72,646.57
Hourly Rate	27.6225	28.6436	29.6893	30.7269	31.7727	32.8266	33.8723	34.9262
Per Pay Period Amount	2,209.80	2,291.49	2,375.15	2,458.15	2,541.82	2,626.13	2,709.79	2,794.10
	1 Year Probation	1 year	1.5 years	2 years	2.5 years	3 years	3.5 years	4 Years
FO1	1	2	3	4	5	6	7	8

Elko Firefighters Association 5.0% COLA Increase Effective July 1, 2022								
<div> <div>COLA</div> <div>Months in Year</div> <div>Hours Per Year</div> <div>Pay Periods</div> </div>								
<div> <div>5.00%</div> <div>12</div> <div>2080</div> <div>26</div> </div>								
Classification	Probationary Rate	Annual Rate	Hourly Rate	PPP Rate	Qualified Rate	Annual Rate	Hourly Rate	PPP Rate
Captain	7,317.15	87,805.79	42.2143	3,377.15	7,752.79	93,033.42	44.7276	3,578.21
Assistant Fire Marshal	6,987.03	83,844.35	40.3098	3,224.78	7,406.34	88,876.13	42.7289	3,418.31
Fire Prevention Officer	6,591.49	79,097.91	38.0278	3,042.23	6,987.03	83,844.35	40.3098	3,224.78
Driver/Operator II	N/A				6,987.03	83,844.35	40.3098	3,224.78
Driver/Operator I	N/A				6,673.30	80,079.63	38.4998	3,079.99
	Start Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Qualified Rate
Firefighter	5,027.29	5,213.14	5,403.46	5,592.29	5,782.63	5,974.45	6,164.76	6,356.58
% Increase		3.70%	3.65%	3.49%	3.40%	3.32%	3.19%	3.11%
Annual Rate	60,327.47	62,557.72	64,841.52	67,107.52	69,391.61	71,693.35	73,977.15	76,278.90
Hourly Rate	29.0036	30.0758	31.1738	32.2632	33.3613	34.4680	35.5659	36.6725
Per Pay Period Amount	2,320.29	2,406.07	2,493.90	2,581.06	2,668.91	2,757.44	2,845.28	2,933.80
	1 Year Probation	1 year	1.5 years	2 years	2.5 years	3 years	3.5 years	4 Years
FO1	1	2	3	4	5	6	7	8

Elko Firefighters Association 5.0% COLA Increase Effective July 1, 2023								
<div> <div>COLA</div> <div>Months in Year</div> <div>Hours Per Year</div> <div>Pay Periods</div> </div>								
<div> <div>5.00%</div> <div>12</div> <div>2080</div> <div>26</div> </div>								
Classification	Probationary Rate	Annual Rate	Hourly Rate	PPP Rate	Qualified Rate	Annual Rate	Hourly Rate	PPP Rate
Captain	7,683.01	92,196.07	44.3250	3,546.00	8,140.42	97,685.09	46.9640	3,757.12
Assistant Fire Marshal	7,336.38	88,036.56	42.3253	3,386.02	7,776.66	93,319.94	44.8654	3,589.23
Fire Prevention Officer	6,921.07	83,052.81	39.9292	3,194.34	7,336.38	88,036.56	42.3253	3,386.02
Driver/Operator II	N/A				7,336.38	88,036.56	42.3253	3,386.02
Driver/Operator I	N/A				7,006.97	84,083.61	40.4248	3,233.99
	Start Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Qualified Rate
Firefighter	5,278.65	5,473.80	5,673.63	5,871.91	6,071.77	6,273.17	6,473.00	6,674.40
% Increase		3.70%	3.65%	3.49%	3.40%	3.32%	3.19%	3.11%
Annual Rate	63,343.84	65,685.61	68,083.60	70,462.90	72,861.19	75,278.02	77,676.01	80,092.85
Hourly Rate	30.4538	31.5796	32.7325	33.8764	35.0294	36.1914	37.3442	38.5062
Per Pay Period Amount	2,436.30	2,526.37	2,618.60	2,710.11	2,802.35	2,895.31	2,987.54	3,080.49
	1 Year Probation	1 year	1.5 years	2 years	2.5 years	3 years	3.5 years	4 Years
FO1	1	2	3	4	5	6	7	8

* FY 2023 has 27 pay periods; pay matrix reflects 26 pay periods; which adds an additional pay period benefit to employees

- 1) Firefighters will be hired at the start rate. Upon satisfactory completion of twelve (12) months probationary period, the firefighter's rate will be increased to Step 1. Thereafter, the firefighter's rate will be increased to successive steps after completing six (6) months service between each step. The total time from the start to the qualified rate will be forty-eight (48) months, unless the probationary period is mutually extended.
- 2) Upon satisfactory completion of eighteen (18) months of service (Step 3), a firefighter may test for Driver/Operator I (DOI). Those satisfactorily completing the test will be paid six (6) percent of their base rate at Step 3, 4, 5, or 6, whichever is applicable, for out of classification as DOI for any full shift assigned by the Fire Chief or his designee and worked by the firefighter. Upon reaching the Qualified Rate, out of classification will be paid solely as outlined in Article 20.
- 3) Driver Operator II accepting the position of Fire Prevention Officer shall receive the qualified rate of the Fire Prevention Officer classification. All others would start at the probationary rate.