Collective Bargaining Agreement

Between the

Town of Pahrump

And

I.A.F.F. Local 4068

2019 - 2022

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PREAMBLE

THIS AGREEMENT is entered into by and between the TOWN of PAHRUMP and the UNION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the TOWN and the UNION; to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 1 – RECOGNITION

Section 1:

The TOWN of PAHRUMP(hereinafter referred to as the "TOWN") recognizes the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 4068 (hereinafter referred to as the "UNION"), as the exclusive bargaining agent for all supervisory, non-supervisory, and emergency full-time support personnel engaged in Fire Operations (Suppression, prevention, Rescue, and HAZ Mat)and Emergency Medical Services in the Pahrump Valley Fire-Rescue Services Department

This recognition includes, but is not limited to, those classifications enumerated under Article 2.

It is understood that administrative positions are not included in these units.

ARTICLE 2 – CLASSIFICATION AND REPRESENTATION

Section 1:

The TOWN and the UNION agree that the following classifications are represented by the UNION:

FireFighter/Paramedic
FireFighter /A-EMT
FireFighter/EMT
Paramedic
A-EMT
EMT
Captain (non-line) Training & Compliance Coordinator
Captain (non-line) Fire and Life Safety Inspector
Captain

The UNION understands that the TOWN has not funded non-line positions and that the TOWN does not expect to fund non-line positions for the duration of this Agreement. In the event the TOWN elects to fund non-line positions, reference to such positions remains in this Agreement.

Section 2:

Additional job classifications shall be established as they become necessary. In the event the TOWN intends to create new job classifications that will be placed in the bargaining unit or wishes to amend the job requirements of an existing job classification within the bargaining unit, the TOWN will notify the UNION as to their proposed action and allow UNION input prior to their adoption. Where this action impacts wages or other topics subject to mandatory bargaining, the UNION has the right to negotiate such action.

ARTICLE 3 – MANAGEMENT RIGHTS

The Parties agree to adopt those management rights as constituted in NRS 288 as follows:

Section 1:

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 right 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 funds, subject to Paragraph (v) of Subsection 2 of NRS 288.150.
(c) The right to determine:
    1) Appropriate staffing levels and work performance standards, except for safety considerations,
    2) The content of the 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.

A full description of matters within and outside the scope of mandatory bargaining is found in NRS 288.150.

Section 2:

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

Section 3:

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

Section 4:

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

ARTICLE 4 – SAFETY AND HEALTH

Section 1:

It is the desire and goal of the TOWN and the UNION to maintain the highest standards of safety and health in order to eliminate, as much as possible, accident, death, injuries, and illness in the fire and emergency care service.

Section 2:

In order to address the mutual concerns of the parties on safety matters, the TOWN and UNION agree to form a Joint Labor-Management Safety Committee. The parties agree this Committee shall meet the requirements of OSHA. The Committee is hereby empowered and responsible for reviewing and making recommendations to the Fire Chief as concern the following matters:

(a) Revising old and drafting new safety policies and procedures.
(b) Consider the concerns of and recommend corrective action towards personnel safety inquiries, excluding disciplinary action.
(c) Conduct an evaluation of protective clothing and equipment to determine whether they meet the National Fire Protection Association NFPA) Standard NFPA, No. 1971-1975, "Protective Clothing for Structural Fire Fighting". This shall include fire helmet with earflaps, chin strap, and face shield, turnout coat, turnout pants, suspenders, fire-fighting rubber boots, protective hood, flashlight and self-contained breathing apparatus (SCBA). Develop a plan to replace items that do not meet the standard in this sub-section.
(d) Investigate and make recommendations of all Firefighter injuries that result in time off of at least two (2) shifts.

Section 3:

The Committee shall be composed of five (5) appointed members. The Pahrump Fire Chief shall appoint three (3) members, plus one (1) alternate on even numbered years. The Union President shall appoint three (3) members, plus one (1) alternate on odd numbered years. The Chairperson shall serve a one (1) year term on a rotating basis between management and the UNION, selected from the five (5) members. The first Chairperson shall be determined by blind lot.

Section 4:

Safety is a primary goal and consensus is desired. Final decisions on the recommendations to the Fire Chief shall be reached when a simple majority votes for or against is cast. Either party may submit a recommendation to the Fire Chief.

Section 5:

The Committee shall meet on the first non-holiday work day of the quarter to conduct the business and as requested by any committee member to deal with imminent safety concerns. Committee members will be given time-off without loss of pay to attend committee meetings.

Section 6:

Reasonable accommodation of work schedules shall be made by supervisors for Committee members to attend regularly scheduled meetings and complete committee assignments insofar as

it does not have an adverse impact upon department operations. Time spent attending Committee meetings will be considered work performed.

Section 7:

The TOWN shall provide for physical examination, under the oversight of a physician, as set forth by the Nation Fire Protective Association (NFPA), the American National Standards Institute (ANSI) and the Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC). All employees shall use the physician chosen by the TOWN. If an employee is found unfit for duty, he or she may utilize a physician of their choice for a second opinion. The employee will utilize their insurance; however, the TOWN agrees to pay whatever costs the insurance does not cover. The employee is responsible for presenting the receipts to the TOWN. If the second opinion contradicts the TOWN physician's findings, the employee is entitled to a meeting with the Medical Director or their designee and is entitled to present any evidence or expert testimony they wish as well as UNION representation. The Medical Director or their designee shall make the final decision within fourteen (14) calendar days.

Section 8:

All new purchases of protective clothing shall meet or exceed National Fire Protection Association 1971, latest revision.

Section 9:

The TOWN shall comply with all standards, laws, regulations and ordinances relating to the fire department.

Section 10:

Time for physical conditioning, of approximately one and one-fourth (1-1/4) hours per shift shall be permitted during a time and at a location that does not have an adverse impact upon departmental operations.

Section 11: For the purposes of call-back to fill vacancies, a call-back list shall be developed by the UNION and the Fire Chief.

(a) The list shall consist of all bargaining unit members who desire to be called back to fill vacancies in staffing. A rotation procedure will be incorporated into the list.
(b) Recognizing issues of safety related to working consecutive or back to back shifts, no member shall work more than seventy-two (72) hours in any ninety-six (96) hour period without a minimum break of twelve (12) consecutive hours. The twelve (12) consecutive hour break may be taken during a regularly scheduled workday a maximum of three (3) times in a calendar year. Exceptions to the break required by this section shall be made for late calls, mandatory training and events and for unforeseen emergencies or special circumstances.
(c) However, the TOWN may order any members back to work to supplement staffing for extraordinary circumstances that the call-back procedure cannot otherwise meet, such as large working fires, and to help ensure appropriate safety levels.
(d) Vacancies shall be filled by calling back bargaining unit members. Members shall be called back from the list in a rotation procedure agreed to by the parties, until the list is exhausted.
(e) In the event a member is working in excess of forty-eight (48) consecutive hours, that member shall be exempted from house duties during the additional call-back shift.

(f) All call-backs made from the list shall be made within twelve (12) hours of the anticipated vacancy.

ARTICLE 5 – OFF-DUTY INJURIES

Section 1:

An employee who is incapacitated due to non-service incurred accidents or illness shall be entitled to draw his/her full wage against sick leave, annual leave and/or Comp time to the extent available to cover the absence. If all above means have been exhausted the employee shall be able to receive donated hours from employees covered in this Agreement. If all of the above means have been exhausted the employee shall be granted a leave of absence without pay pursuant to the provisions of the Family & Medical Leave Act.

Section 2:

The TOWN agrees to abide by the provisions established in the Nevada Revised Statutes, Chapter 286.620 (Disability Retirement allowances), for all off-duty injuries.

ARTICLE 6 – PREVAILING RIGHTS

Section 1:

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

Section 2:

There will be no change in any matter covered by this Agreement without the mutual consent of the parties. Nothing in this Article shall abrogate or diminish the rights of the TOWN under Article 3, Management Rights.

Section 3:

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

ARTICLE 7 – NON-DISCRIMINATION

Section 1:

The TOWN and the UNION agree there shall be no discrimination against any employee because of race, color, ethnic identity or affiliation, age, marital status, creed, sex, pregnancy, domestic partnership, genetic information, ancestry, national origin, gender, disability, sexual orientation, gender identity or expression, membership in the Nevada National Guard, veteran status, religion, political or personal reason or affiliation or any other class that becomes protected by federal and/or state law.

Section 2:

It is further agreed that the TOWN and UNION will comply with all applicable state laws, federal laws and executive orders pertaining to non-discrimination and equal employment opportunities.

Section 3:

The TOWN and the UNION agree that membership, non-membership, or lawful activities on behalf of the UNION shall not be used as the reason or cause for transfer, denial of any promotion, or denial of other terms and conditions of employment.

ARTICLE 8 – WORKERS' COMPENSATION

Section 1:

When an EMPLOYEE becomes eligible for total temporary disability payments under Nevada Workers' Compensation Law, by means of an on-the-job accident, injury or illness; the TOWN shall pay his/her normal salary for a total of 816 hours per incident.

Section 2:

After the end of the applicable time limit specified in Section 1 of this Article 8, the total temporary disability payments under Nevada Workers' Compensation Law for which the EMPLOYEE continues to be eligible shall be the total compensation received by the EMPLOYEE. Provided, however the EMPLOYEE eligible for such temporary total disability payments may use, in the following order; (a) sick leave, (b) annual leave and (c) compensatory time off in order to make up the one third of his/her normal salary not paid under Nevada Workers' Compensation Law by the total temporary disability payments he/she receives.

Section 3:

For the period of time for which the EMPLOYEE receives total temporary disability payments from workers' compensation, and also receives full compensation from the TOWN without loss of accrued leaves, pursuant to Section 1 of this Article 8, the EMPLOYEE shall transfer the workers' compensation check to the TOWN, upon receipt. For the period of time for which the EMPLOYEE receives total temporary disability payments from workers' compensation, and also receives full compensation from the TOWN, and during which time the EMPLOYEE also uses accrued leaves, pursuant to Section 2 of this Article 8, the EMPLOYEE shall transfer the workers' compensation check to the TOWN, upon receipt.

ARTICLE 9 – SUBSISTENCE ALLOWANCE

Section 1:

(a) New EMPLOYEES hired after ratification of this Agreement shall be provided $1,200.00 in uniform vouchers upon hire.
(b) Effective upon ratification of this Agreement EMPLOYEES shall be provided with $1,400.00 in uniform vouchers annually in July.
(c) A newly hired employee who first is employed between April 1 and June 30, inclusive, of any given year, and who uses any of the uniform vouchers issued upon hire shall not be entitled to the annual $1,400.00 in vouchers until the fiscal year commencing on July 1 of the calendar year next following the calendar year in which that employee is hired.
(d) All vouchers issued pursuant to this Article must be used in the fiscal year issued.
(e) Each EMPLOYEE shall be required to use vouchers to purchase at least 1 of each of the items set out in Subsection A below.
(f) Each EMPLOYEE may use vouchers to purchase items in Subsection A or B.
(g) Vouchers may only be used at vendors approved by the TOWN.

A.
1) Class B Nomex Shirt
2) Class B Nomex Pants
3) 5/11 Cotton T-Shirt
4) 5/11 Cotton Polo Shirt
5) 5/11 Job Shirt with Collar
6) Ballcap (flex fit)
7) Beanie (two styles; cuff and pull-on)
8) Boonie Hats (mesh style)
9) Belt (1.5 or 1.75 inch flat or basket weave)
10) Cotton gym/sleep sweat shorts
11) Cotton gym/sleep sweat pants
12) Cotton gym/sleep sweatshirt (no collar)
13) Cotton Socks (white or black)
14) Cotton Underwear (white or black)

B.
1) Jacket
2) Belt Buckle (Custom PVFR)
3) Steel Toe Work Boots (black)
4) Leather Structure Boots
5) WildLand Boots (black)
6) Bed Linens (sheets, pillows, blankets, sleeping bags)
7) Class B Uniform Badge and or Metal Name Plate
8) Class A Uniform and or Accessories

Section 2:

The TOWN agrees to reimburse EMPLOYEES for eyeglasses that are damaged, lost or destroyed on the fire ground or while performing job-related duties to a maximum of One Hundred Dollars ($100.00) for each incident, as certified by the Fire Chief. The Town will also replace damaged (to

the point of being unserviceable), or grossly contaminated, uniforms for Employees if the damage or contamination occurred in the line of duty and certified by the Fire Chief.

Section 3:

The TOWN shall be responsible for the cleaning of all uniforms contaminated by any material requiring decontamination.

Section 4:

The Town shall provide and maintain cooking and dining facilities at all PVFRS buildings staffed by members. This includes, but is not limited to a stove, refrigerator, washer/dryer (to be installed during the 2017-2018 fiscal year), ice maker, (to be installed during the first quarter of the 2017-2018 fiscal year), running water, restroom facilities with showers and a dining table and chairs.

Section 5:

The Town shall provide up to $175.00 every two years to Firefighter/Paramedics for ACLS training/re-certification.

ARTICLE 10 – SICK LEAVE

Section 1:

Accrual of sick leave:

(a) Non-line EMPLOYEES shall earn sick leave credit at the rate of five (5) hours per bi-weekly pay period.
(b) Line EMPLOYEES shall earn sick leave credit at the rate of seven (7) hours per bi-weekly pay period for the first year of service and eight (8) hours per bi-weekly pay period thereafter.

Section 2:

Sick leave is for use in those situations in which the EMPLOYEE must be absent from work due to:

(a) Physical or mental illness, or injury to the EMPLOYEE;
(b) Exposure to contagious diseases or whose attendance is prevented by public health requirements;
(c) The need to care for a sick or injured dependent child, spouse or parents who resides with an EMPLOYEE or who are dependent upon the EMPLOYEE for support; and
(d) Appointments with a specialist or any other medical appointment for which the EMPLOYEE was not given a choice in the date or time.

Section 3:

(a) An EMPLOYEE who is ill or unable to report to work will notify his/her supervisor or the Fire Chief no later than one (1) hour prior to the EMPLOYEE'S normal work reporting time. In the event of a continuing illness, the EMPLOYEE will continue to notify his/her immediate supervisor of his/her ability to work on daily or weekly basis as required.
(b) Should an EMPLOYEE become ill or injured after reporting to work he/she shall be relieved from duty immediately.
(c) The TOWN may require an EMPLOYEE to provide a medical doctor's statement certifying the illness/injury when there is an absence in excess of three (3) consecutive work days.
(d) If the TOWN suspects sick leave abuse, the TOWN will document their findings and meet with the employee and their UNION Representative to discuss the possible abuse. If no reasonable defense is presented by the employee, the TOWN may require the employee to provide a medical doctor's statement certifying the illness/injury for any sick leave call out for the following twelve (12) months. This would be considered as Step one (1) as outlined in ARTICLE 22 (PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION).

Section 4:

Sick leave hours are earned and placed in the EMPLOYEE'S sick leave account each bi-weekly pay period. Unused sick leave will continue to be carried over and added to the EMPLOYEE'S unused sick leave balance:

Up to a maximum of 720 hours for non-line EMPLOYEES; and
up to a maximum of 1008 hours for line EMPLOYEES.

Sick leave accrual shall cease when an EMPLOYEE'S above-described maximum accrual has been reached.

Section 5:

(a) Non-line EMPLOYEE'S who do not use their sick leave may convert annually up to 80 hours of sick leave to annual leave at the rate of 50%. Provided, however, 80 hours of sick leave must be retained in each non-line EMPLOYEE'S sick leave account.
(b) Line EMPLOYEE'S who do not use their sick leave may convert annually up to 112 hours of sick leave to annual leave at a rate of 50%. Provided, however 112 hours of sick leave must be retained in each line EMPLOYEE'S sick leave account.
(c) EMPLOYEES with eight (8) or more years of service who resign, retire, or are laid off due to a work force reduction shall be entitled to receive a cash payment equal to their hourly rate of pay at the time of separation multiplied by one-half (50%) the total number of accumulated but unused sick leave hours. The maximum payout is limited to the provisions in Section four (4) of this Article.
(d) Should a Firefighter be killed in the line of duty, his/her beneficiary shall be entitled to receive a cash payment equal to their hourly rate of pay at the time of death multiplied by one-hundred per cent (100%) of accumulated but unused sick leave hours. The maximum payout is limited to the provisions in Section four (4) of this Article.

Section 6:

Catastrophic leave is defined as leave necessitated by a great or sudden disaster. EMPLOYEES may contribute unused sick leave for use by other eligible EMPLOYEES as follows:

The EMPLOYEE making the donation must be a permanent EMPLOYEE of the TOWN and must have the minimum number of hours appropriate to their classification of accrued sick leave in his/her own sick leave account after the donation has been made.
An EMPLOYEE must donate a minimum of eight (8) hours.
All donations must be made in writing.

All donations will be converted to a money value based upon the current base hourly salary of the EMPLOYEE making the donation. All withdraws will be charged based upon the base hourly salary of the EMPLOYEE withdrawing leave. The criteria for receiving catastrophic leave are as follows:

The EMPLOYEE has used all available paid leave time for which he/she is eligible;

The EMPLOYEE presents a doctor's certificate that he/she cannot perform the duties of his/her position; and

The medical condition necessitating the leave is life threatening or requires a lengthy convalescent period.

Section 7:

Under the Family and Medical Leave Act (FMLA), all public employers are covered regardless of the number of EMPLOYEES that they have. Therefore, the TOWN must comply with certain requirements under FMLA which includes posting the availability of FMLA. EMPLOYEES of the TOWN must also meet all of the FMLA eligibility requirements. In order to qualify for FMLA Leave, an EMPLOYEE is considered eligible if he/she:

He/she has been employed by the employer for at leaves twelve (12) months;

Has been employed for at least 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave; and

Is employed at a work site where 50 or more employees are employed by the same employer within 75 miles of that work site.

Therefore, EMPLOYEES are not eligible for FMLA leave if the TOWN does not employ 50 or more individuals.

Section 8:

EMPLOYEES shall be entitled to leave without pay for up to a maximum of six (6) months for maternity or adoption purposes. Paternity Leave shall be governed by FMLA guidelines. Additional maternity or adoption leave may be granted only upon written authorization from the Town Manager. EMPLOYEES may use accrued sick leave, compensation time, or accrued vacation leave for maternity/paternity or adoption purposes.

ARTICLE 11 – RETIREMENT

Section 1:

The TOWN and the UNION agree that all employees shall participate in the Public Employees Retirement System (PERS) of the State of Nevada pursuant to NRS Chapter 286.

Effective January 1, 2014, the TOWN and the UNION agree that increases in contributions to PERS shall be borne equally between the TOWN and the employee. If, however, PERS contributions rise more than five percent (5%) in any two-year period, either party may elect to reopen this paragraph of this Article for negotiation upon 60-days written notice.

Section 2:

Upon retirement from service with the TOWN, and as defined by PERS, the TOWN shall pay all or part of the health insurance premium, including dental and vision care, at the percentage amounts prescribed below, based upon years of service and date of hire.

a. For employees whose date of hire into regular positions with the TOWN is before August 1, 2000, and who have completed fifteen (15) years of service with the TOWN, without a break in service of more than two (2) years since his/her most recent date of hire to regular TOWN employment, the TOWN shall pay 100% of the amount paid by the TOWN per month for the "employee only" health insurance premium upon the employee retiring through PERS without a penalty.

b. For employees whose most recent date of hire into regular positions with the TOWN is on or after August 1, 2000 the TOWN will pay the monthly percentage amounts listed below for the "employee only" health insurance premium upon the employee retiring through PERS without a penalty:

Minimum Years of Service Completed	Percent of premium paid by the TOWN:
Fifteen	50%
Twenty	75%
Twenty-five	100%

c. For employees whose date of hire into a regular position with TOWN is on or after July 1, 2019, the TOWN will pay the monthly percentage amounts listed below for the "employee only" health insurance premium upon the employee retiring through PERS without a penalty.

Minimum Years of Service Completed	Percent of premium paid by the TOWN:
Fifteen	25%
Twenty	50%
Twenty-five	75%

d. When the retiree reaches the age of Medicare eligibility and they are eligible for Medicare coverage, the portion of insurance paid by the Town will end.

ARTICLE 12 – ANNUAL LEAVE

Section 1:

Non-line EMPLOYEES shall earn annual leave at the rate of five (5) hours per bi-weekly pay period. Non-line EMPLOYEES with greater than five (5) years of service shall earn annual leave at the rate of six (6) hours per bi-weekly pay period.

Line EMPLOYEES shall earn annual leave at the rate of seven (7) hours per bi-weekly pay period. EMPLOYEES with greater than five (5) years of service shall earn annual leave at the rate of nine (9) hours per bi-weekly pay period.

Section 2:

An EMPLOYEE is not entitled to take annual leave until the EMPLOYEE has completed six (6) months employment with the TOWN.

Section 3:

It is expected that each employee shall use his or her earned annual leave annually. However, the maximum annual leave accrual EMPLOYEES may carry-over from one calendar year to the next calendar year shall not exceed the number of annual leave hours the employee is allowed to accrue for thirty-six (36) months.

Section 4:

Use of annual leave must be approved in advance by the Fire Chief or designee. Requests for annual leave should be made at least two weeks in advance, for planning purposes. An exception to this requirement may be made by the Fire Chief on a case by case basis. Choice of annual leave dates shall be granted on a seniority basis pursuant to the provisions of the parties Standard Operating Guidelines.

Section 5:

Upon termination of employment, an EMPLOYEE with more than six (6) months of service with the TOWN shall be paid for all earned and accrued annual leave at the EMPLOYEE'S current rate of pay.

ARTICLE 13 – UNION BUSINESS LEAVE

Section 1:

Two (2) members of the Union Negotiating Committee shall be granted leave from duty without loss of pay as provided in this Article for a reasonable number of meetings between the TOWN and the UNION for the purpose of negotiating their terms on the Contract when such meetings take place at a time when such members are scheduled to be on duty.

Section 2:

One (1) UNION representative and one (1) aggrieved employee and any witness shall be granted leave from duty without loss of pay as provided in this Article for all meetings or hearings between the TOWN and the UNION for the purpose of processing grievances when such meetings take place at the time when such members are scheduled to be on duty.

Section 3:

The Fire Chief may grant leave with pay to attend UNION symposiums/educational seminars which are beneficial to the Pahrump Valley Fire/Rescue Service.

Section 4:

Subject to scheduling conflicts, the TOWN agrees to allow the UNION to use TOWN property for UNION meetings.

Section 5:

The TOWN agrees to allow on-duty EMPLOYEES to take one (1) Engine and one (1) medic unit to monthly UNION meetings.

ARTICLE 14 – HOLIDAYS

Section 1:

The TOWN and the UNION agree the following holidays are recognized:

Holidays	Date Recognized
New Year's Day	January 1
Martin Luther King, Jr. Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the fourth Thursday in November
Christmas Day	December 25

And any other day declared a holiday by the Governor of Nevada, President of the United States and observed as a holiday by the TOWN.

Section 2:

All employees assigned to 24 hours shifts shall be paid holiday pay at the rate of twelve (12) hours pay for each of the above holidays.

Section 3:

Employees covered by this Agreement who work an eight (8) hour or ten (10) hour shift shall be granted time off for eight (8)/ten (10) hours with pay at their straight time hourly rate on holidays set forth in Section 1 above. EMPLOYEES who work on a holiday shall be compensated for all hours worked at time and one half plus receive eight (8)/ten (10) hours pay for the holiday.

Section 4:

Relative to eight (8) hour and ten (10) hour shift personnel, if one of the holidays set forth in Section 1 above falls on a Sunday, it will be observed on the following Monday. If one of the holidays set forth in Section 1 falls on a Saturday, it will be observed on the preceding Friday.

Section 5:

Holidays not worked, but paid in accordance with Section 3 above, which occur on an EMPLOYEE'S scheduled day of work shall be counted as time worked for the purpose of computing overtime.

Section 6:

All full-time employees, in order to be entitled to a legal holiday or holiday pay, shall be on full pay status on their scheduled work day immediately preceding and immediately following such holiday.

ARTICLE 15 – HOURS OF WORK

Section 1:

The regular work week and work day for line EMPLOYEES shall consist respectively of an average fifty-six (56) hour work week and a twenty-four (24) hour work day. The regular work week and work day for non-line EMPLOYEES shall consist respectively of an annual average forty (40) hour work week and an eight (8) hour work day. Any changes in the number of hours in the regular work week or work day shall be subject to negotiations.

Section 2:

The work schedule for line EMPLOYEES shall consist of twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, twenty-four (24) hours off duty and twenty-four (24) hours on duty followed by ninety-six (96) hours off duty. Any changes in the work schedule shall be subject to negotiations.

Section 3:

Time trades shall be allowed and in conformance with the rules and regulations regarding such trades. Those rules shall be promulgated consistent with Article 21 (Rules, Regulations and Department Standard Operating Guidelines).

Section 4:

The Effective Date of this Article is Monday, September 2, 2002.

ARTICLE 16 – HIRING PROCEDURES

Section 1:

It is agreed that initial hiring procedures are not within the scope of representation of the UNION and are reserved to the TOWN of Pahrump.

Section 2:

After initial hiring, all new EMPLOYEES shall serve a probationary period not to exceed twelve (12) months. If the Fire Chief or the EMPLOYEE'S captain has reason to believe the EMPLOYEE is not performing to the expected standard, a meeting may be held prior to the end of the probationary period with the EMPLOYEE, the EMPLOYEE'S UNION representative, the EMPLOYEE'S captain and the Fire Chief. Probation may be extended by ninety (90) days by the Fire Chief. The captain will present a written evaluation detailing the areas in which the EMPLOYEE needs improvement, along with tangible and attainable goals. The EMPLOYEE shall be given any remedial training necessary. The EMPLOYEE shall meet with their UNION representative, their supervising captain and the Fire Chief every thirty (30) days for a progress report. At the end of the extended probation period the employment decision rests with the Fire Chief.

Section 3:

During the initial probationary period, new EMPLOYEES are not eligible for promotion.

Section 4:

Probationary employees are not eligible to work in an acting capacity above their current rank.

ARTICLE 17 – VACANCIES, PROMOTIONS, and DEMOTIONS

Section 1:

"Promotion" shall mean the advancement of full-time EMPLOYEES to a position with a higher rank. Changes in certification, rather than in rank, are not promotions or demotions.

Section 2:

Promotions shall be determined by competitive examinations.

Section 3:

All vacancies and/or promotions shall be filled by bargaining unit members. In the event there exists no eligible and qualified bargaining unit members, the TOWN may recruit externally.

Section 4:

"Demotion" shall mean a reduction in Grade of full-time EMPLOYEES either voluntarily or through the disciplinary process.

Section 5:

Voluntary demotions shall remain within their current step.

Section 6:

Disciplinary demotions shall remain within their current step. However, they are ineligible for promotional opportunities for two (2) years.

ARTICLE 18 – SENIORITY AND REDUCTION IN FORCE/LAYOFF

Section 1:

The TOWN may lay off EMPLOYEES because of lack of work or lack of funds subject to Paragraph (v) of subsection 2 of NRS 288.150.

Section 2:

The Fire Chief shall determine in which job classification(s) the reduction in force/layoff shall occur. The order of layoff in the job classification shall be based on inverse seniority in that job classification. The EMPLOYEE with the least seniority in that job classification being laid off first and so on.

Section 3:

An EMPLOYEE identified for layoff (displacing EMPLOYEE) may displace the next lower job classification, providing he/she meets the qualifications for the lower job classification, and EMPLOYEE having less seniority in that job classification, the least senior EMPLOYEE being displaced first and so on with senior displaced EMPLOYEES displacing junior EMPLOYEES. The displacing EMPLOYEE'S seniority shall include all of the EMPLOYEE'S seniority in the high classification from which he/she is being reduced.

Section 4:

An EMPLOYEE who has been displaced to a lower job classification or who has been laid off as a result of a reduction in force shall be given the opportunity to reinstate to the job classification from which they were reduced or laid off whenever a position opening occurs before any other person is hired or promoted to that same job classification. EMPLOYEES shall be reinstated to their former job classification in the reverse order of their displacement of layoff (e.g. the last displaced or laid off EMPLOYEE being the first reinstated to the job classification).

Section 5:

Notice of recall reinstatement shall be given by the TOWN within five years of the date of layoff to a displaced or laid off EMPLOYEE by mail, to the EMPLOYEE'S last known address as reflected in the TOWN personnel records. In effecting this recall the TOWN shall adhere to the policy of last laid off, first rehired. If however, the EMPLOYEE having duly notified or his/her recall for reinstatement fails to notify the TOWN within ten (10) days after mailing of the recall for reinstatement letter of his/her intention to return to work, he/she shall lose all right to reinstatement.

Section 6:

The TOWN and UNION agree that a seniority list showing date of hire of all personnel in the Fire Department shall be established and kept current and posted on the Fire Department bulletin boards. There shall be no seniority credit for promotional exams. Departmental seniority is defined as a cumulative service, based on full-time employment within the Fire Department.

ARTICLE 19 – BULLETIN BOARDS

Section 1:

The TOWN shall provide space for UNION bulletin boards to be located in the respective Fire Department buildings and to be used by the UNION for the posting of notices of a responsible and reasonable nature concerning UNION business and UNION activities. The location and size shall be mutually agreed upon by the TOWN and the UNION.

Section 2:

Each EMPLOYEE may have their picture taken by the TOWN within the first year of employment wearing their Class A or Class B uniform with an American Flag in the background. The picture may be placed on the "Fire Department Employee Wall" at the main Fire Station. The TOWN may keep on file a high resolution ipeg computer file and provide a copy of the picture via email to the EMPLOYEE or UNION upon request. This picture may also be used by the TOWN in the event of a firefighter Line of Duty Death (LODD) occurs.

ARTICLE 20 – STRIKES AND LOCKOUTS

Section 1:

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

Section 2:

The TOWN will not lock out any EMPLOYEES during the term of this Agreement.

ARTICLE 21 – RULES, REGULATIONS AND DEPARTMENT STANDARD OPERATING PROCEDURES

Section 1:

It is agreed that the Town of Pahrump Personnel Policies and Fire Department rules, regulations and standard operating guidelines are incorporated herein by reference. Where the provisions of this Agreement differ from the aforementioned policies and regulations, this Agreement controls.

Section 2:

The Department and Union shall cause all rules, regulations and standard operating guidelines to be placed into one document, entitled "Standard Operating Guidelines," with a copy of such document made available to each employee.

Section 3:

The Union and Department shall form a committee consisting of up to two (2) members each to negotiate the current rules and regulations and standard operational guidelines. The negotiations will commence after the signing of this agreement and utilize the time lines and procedures established in NRS 288.

ARTICLE 22 – PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION

Section 1:

The TOWN shall not discipline nor discharge a post probationary EMPLOYEE without just cause.

Section 2:

Prior to disciplining or discharging any post probationary EMPLOYEE, the TOWN shall afford him/her procedural due process by making certain he/she is made aware of the violation and given the opportunity to provide his/her response prior to a final decision being made.

Section 3:

Subject to Pahrump Fire and Rescue Services (PVFRS) Rules and Regulations 02.03.01 the TOWN shall first administer constructive and progressive discipline, in the following order, prior to discharging a post probationary EMPLOYEE, except where his/her misconduct is so serious as to constitute an immediately dischargeable offense:

The 6 steps of Progressive and Corrective Disciplinary Action:

- **Step 1: Verbal Reprimand**
- **Step 2: Written Reprimand**
- **Step 3: Temporary Pay Reduction** (One [1] step two [2] pay cycles)
- **Step 4: Suspension Without Pay For up to 6 shifts**
- **Step 5: Demotion** (if applicable)
- **Step 6: Discharge**

It is further agreed that an EMPLOYEE serving a Step 3 temporary pay reduction will not bid, be awarded or be offered overtime during the two (2) pay cycles. Any overtime incurred due to late calls or mandatory training or events shall still be paid. The Fire Chief or his designee may make exceptions to this rule at his discretion.

Section 4:

Where the TOWN'S proposed disciplinary action against a post-probationary EMPLOYEE involves a suspension without pay, a pay reduction, a demotion or a discharge, the TOWN shall give him/her written notice which will be hand delivered, or mailed to the last-known address provided by the EMPLOYEE in the personnel file, if necessary, and shall include the following information:

(a) The nature of the proposed disciplinary action;

(b) The effective date of the proposed disciplinary action;

(c) A statement of the reason(s) supporting proposed disciplinary action and an explanation of the evidence or documents, if any, supporting the reason(s);

(d) A statement advising the EMPLOYEE of his/her right to file a written response, or to request in writing a pre-disciplinary conference before the Fire Chief, within five (5) working days of receipt of the notice proposing disciplinary action; and

(e) A statement that the EMPLOYEE'S failure to file a written response or request in writing a pre-disciplinary conference, or to appear at the pre-disciplinary conference, if one has been

requested, will constitute an acknowledgment that he/she has been afforded procedural due process.

The EMPLOYEE will, upon request and as soon as practicable, be given the opportunity to review the documents, if any (except for confidential and privileged documents), on which the proposed disciplinary action is based. If the EMPLOYEE or the EMPLOYEE's UNION representative (with the appropriate authorization from the EMPLOYEE to release information to the UNION representative) requests the opportunity to review the documents at least eight (8) working days before the pre-disciplinary conference, the TOWN will provide the documents, including hand-written notes and recordings, if any, not later than three (3) working days before the pre-disciplinary conference

Section 5:

When the EMPLOYEE has requested a pre-disciplinary conference, the Fire Chief will schedule a meeting with the EMPLOYEE and his/her UNION representative in a timely manner to provide the EMPLOYEE with an opportunity to present relevant information which may cause the proposed disciplinary action to be modified or rescinded.

Section 6:

Within five (5) working days of receipt of the EMPLOYEE'S written response or conclusion of the pre-disciplinary conference, the Fire Chief will deliver a written decision to the EMPLOYEE. The written decision will include:

(a) The proposed disciplinary action will be implemented; or
(b) The proposed disciplinary action will be modified, with an explanation; or
(c) The proposed disciplinary action will be rescinded, with an explanation.

Section 7:

All disciplinary actions and written documentation relating to; (including but not limited to: witness statements, official reports, and investigations) shall be purged from an employee's personnel file after 1 year for verbal warnings and 2 years for all other steps in the progressive and corrective disciplinary process.

ARTICLE 23 – WORK OUT OF CLASSIFICATION

Section 1:

Temporary work assignments to an established position within the bargaining unit of higher grade shall be compensated as follows:

> An employee assigned to work out of classification shall be paid a pay rate above his/her hourly wage for all hours worked at the higher classification. That pay rate shall be at the current rate of pay for the position worked for the duration of the shift.

Section 2:

An employee shall meet the minimum requirements, as established in the department policy, in order to work out of class.

ARTICLE 24 – PAYROLL DEDUCTIONS

Section 1:

The TOWN agrees to deduct from the paycheck of each employee with the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the UNION. The UNION will certify to the TOWN, in writing, the current rate of membership dues. The TOWN will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. The TOWN may require the submission of new authorization forms when the UNION increases its membership dues.

Section 2:

Such funds shall be remitted by the TOWN to the Treasurer of the UNION within one (1) month after such deductions. The EMPLOYEE'S authorization for such deduction is revocable at the will of the EMPLOYEE, as provided by the law, and may be so terminated at any time by the employee giving thirty (30) days written notice to the TOWN and the UNION or upon termination of employment.

ARTICLE 25 – GRIEVANCE PROCEDURE

Section 1:

A grievance is a disagreement between an EMPLOYEE(S), or the UNION and the EMPLOYER concerning the interpretation, application or enforcement of the terms of this Agreement.

For purposes of this Article, a day is defined as Monday through Friday, excluding Saturdays, Sundays, and recognized holidays. Day one (1) of the timeline for each step shall not start until the following day after each meeting or encounter. The UNION shall use the official "Local 4068 Grievance Form" for tracking steps and documentation. The UNION shall keep all original grievance forms and shall provide copies to the TOWN.

Section 2:

The grievant(s) must attempt to initiate an informal discussion within ten (10) days of the knowledge of the alleged grievance. Upon initiation of a grievance, the EMPLOYEE(S) or a UNION representative will first attempt to informally discuss the grievance with the immediate supervisor. If the matter is not resolved after the informal discussion or the attempt at such, the EMPLOYEE(S) or UNION shall proceed as follows:

Step 1: If within ten (10) days of the informal discussion or the attempt at an informal discussion with the immediate supervisor, the dispute is not resolved, a written signed grievance may be submitted to the immediate supervisor. Provided that regardless of whether an informal discussion is scheduled or held pursuant to Section 2 above, no written grievance shall be timely unless it is submitted to the immediate supervisor within twenty (20) days of the knowledge of the alleged grievance.

The grievance shall state the following:

(a) The circumstances over which the grievant claims to aggrieved,
(b) The specific provisions of the agreement which is/are in dispute,
(c) How the interpretation, application or claimed violation is affecting him/her, and
(d) The resolution sought.

All responses shall be in writing.

Step 2: If the grievance is not settled within ten (10) days of the submission to the immediate supervisor, the grievant(s) may submit the signed written grievance to the Fire Chief. All responses shall be in writing.

Step 3: If the grievance is not settled within ten (10) days of the submission to the Fire Chief, the grievant(s) may submit the signed written grievance to the Town Manager within ten (10) days of the submission to the Fire Chief. All responses shall be in writing.

Step 4: If within ten (10) days of the submission to the Town Manager, the grievance is not settled, the grievant(s) may submit the signed written grievance to arbitration within twenty (20) days of the submission to the Town Manager. All responses shall be in writing. An arbitrator shall be selected to preside over the grievance arbitration from the Panel.

Section 3:

The arbitrator for any given matter shall be selected from a list of seven names obtained from FMCS, Western Region and members of the National Academy, and the list shall be new each time an arbitration is commenced. The parties shall select the arbitrator from the list by alternately striking one name until the name of only one person remains, which will be the person to hear the matter. For the first hearing, the UNION shall strike the first person. From that point forward, the parties shall alternate striking first. With the mutual consent of the parties, expedited arbitration may be used or a specific arbitrator may be selected from outside the list provided by FMCS.

Section 4:

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

Section 5:

The costs of arbitration shall be borne as follows

(a) The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.
(b) The arbitrator's fees and expenses, and the cost of any hearing room shall be borne by the losing party to the arbitration. The arbitrator shall specify the payer of the costs.
(c) Both parties agree to use a mutually acceptable court reporter for all arbitrations and the initial cost will be borne equally by both parties. The non-prevailing party will reimburse the prevailing party's portion sixty days (60) of arbitration award.
(d) The expense of soliciting a list of names from FMCS pursuant to Section 5 shall be borne equally between the parties.

Section 6:

All arbitrations shall be held in the Town of Pahrump unless mutually agreed upon otherwise.

Section 7:

The time periods within this procedure may be modified by mutual agreement of the parties.

ARTICLE 26 – WAGES

Section 1:

All EMPLOYEES will be paid on each bi-weekly Thursday, with salary computed through the preceding Sunday. The amount of pay will be one-twenty-sixth (1/26) of regular annual salary regardless of the number of hours on duty for that period, provided that the EMPLOYEE is on duty as scheduled, on authorized paid absence or approved shift trade.

Section 2:

FLSA overtime shall be computed on a fourteen (14) day cycle and shall be paid on each bi-weekly Thursday.

Section 3:

For the duration of this Agreement, EMPLOYEE compensation increases shall be limited to the following:

Effective July 1, 2019 or upon ratification/implementation of this Agreement, whichever occurs later, the salary steps on the pay schedule for 7/1/2019 to 6/30/2020 shall increase by one and one-half percent (1½%)

Effective July 1, 2019 or upon ratification/implementation of this Agreement, whichever occurs later, and through June 30, 2020, employees shall be eligible for STEP increases on their anniversary dates. Provided that any employee whose anniversary date occurs after June 30, 2019 and prior to ratification shall receive his or her applicable step increase effective upon ratification, without any retroactive amounts.

Effective July 1, 2020 the salary steps on the pay schedule 7/1/2019 to 6/30/2020 shall increase by one-and one-half percent (1½%).

Effective July 1, 2020 and through June 30, 2021, employees shall be eligible for STEP increases on their anniversary dates.

Effective July 1, 2021 the salary steps on the pay schedule 7/1/2020 to 6/30/2021 shall increase by one-and one-half percent (1½%).

Effective July 1, 2021 and through June 30, 2022, employees shall be eligible for STEP increases on their anniversary dates.

Effective upon ratification of this Agreement a new Step 11 and a new Step 12 shall be created. The steps shall be separated by the same percentage as in the existing pay schedule.

Section 4:

EMPLOYEES achieving advances in rank and EMPLOYEES obtaining a TOWN-recognized certification, such as paramedic, shall be compensated according to that rank or certification, except that the EMPLOYEE shall be paid at their new level according to the following.

EMPLOYEES who advance in EMS certification shall move to the closest step that does not constitute a loss plus one (1) step, except for those EMPLOYEES for in STEPs 1, 2, 3 and 4 in their current classification, whom shall start at STEP 1 in their new classification.

EMPLOYEES who are promoted to captain will move to the closest step that does not constitute a loss plus two (2) steps.

Section 5:

In addition to wages, the classifications and/or certifications listed below shall be compensated the yearly rate listed payable bi-weekly. Provided that an EMPLOYEE may receive either Driver/Operator pay or the Driver/Operator II pay but not both.

Driver/Operator	$1,500.00 Yearly
HAZ-Mat (Tech. Level)	$1,000.00 Yearly
Life Safety Inspector	$1,000.00 Yearly
Driver/Operator II	$2,000.00 Yearly

Driver/Operator shall be defined as any EMPLOYEE who has been approved by the Fire Chief in writing to operate any Type 1 engine.

Driver/Operator II shall be defined as any EMPLOYEE who has been approved by the Fire Chief in writing to operate all in service vehicles in the department. If any new vehicles are added to the fleet any existing Driver/Operator II shall have up to six (6) months to become approved by the Fire Chief to operate the new vehicles.

ARTICLE 27 – INSURANCE

Section 1:

The UNION agrees to participate in the existing health insurance program the TOWN provides.

Section 2:

The specific terms and conditions of coverage are specified in the plan document for medical and dental insurance issued by the insurance carrier.

Section 3:

The TOWN shall pay the premium cost for the EMPLOYEE. Dependents of EMPLOYEES, as defined in the insurance plan, are also eligible for coverage under the TOWN'S insurance plan at the EMPLOYEE'S expense. Effective July 1, 2016, the TOWN will contribute the following monthly amounts toward the cost for dependent coverage:

Sierra Health & Life 500	Employee + Spouse	$449.51
	Employee + Child(ren)	$384.09
	Employee + Family	$840.96
Sierra Health & Life 1000	Employee + Spouse	$431.29
	Employee + Children(ren)	$370.22
	Employee + Family	$807.90
Health Plan of Nevada HMO	Employee + Spouse	$345.64
	Employee + Child(ren)	$303.67
	Employee + Family	$656.72
Sierra Health & Life HD/HSA	Employee + Spouse	$313.24
	Employee + Child(ren)	$278.56
	Employee + Family	$599.22

Effective July 1, 2016, the TOWN and the UNION agree that cost increases in dependent coverage shall be borne equally between the TOWN and the EMPLOYEE. If, however, the EMPLOYEE's share of the annual increase, if any, exceeds one hundred dollars ($100.00) per month, either party may elect to reopen this Article for negotiation upon 60-days written notice. For information only, the TOWN's memo of 6/30/16 regarding Dependent rate change is attached to this CBA.

Section 4:

Any changes in specific benefits or inclusions or deletions of benefits are subject to mandatory negotiations.

Section 5:

The TOWN shall provide liability insurance protection for every member of the UNION operating fire and rescue equipment. The form of policy and carrier for such insurance shall be at the discretion of the TOWN.

ARTICLE 28 – ELIGIBILITY FOR AND PAYMENT OF OVERTIME

Section 1:

For Line and Non-Line EMPLOYEES, work performed in excess of the EMPLOYEE'S normal bi-weekly hours shall be overtime, paid at the rate of one and one-half his/her hourly rate of pay.

Section 2:

EMPLOYEES having been called out on a regularly scheduled day off shall be paid at the rate of one and one-half his/her hourly rate of pay for all hours worked with no less than two (2) hours at this rate. Overtime pay shall cease at the beginning of their regular shift.

Section 3:

If an EMPLOYEE utilizes sick leave, the EMPLOYEE shall not be eligible to work overtime hours until after four (4) consecutive days. The day of leave shall not be included in calculating the expiration of the four (4) consecutive days.

Section 4:

For the purpose of calculating overtime, scheduled shifts shall be paid at straight time, and additional shifts shall be paid at overtime, regardless of whether the EMPLOYEE took paid leave. At no time shall an EMPLOYEE be paid overtime for leave itself.

ARTICLE 29 – OTHER LEAVES

Section 1:

Leave of Absence without pay

The TOWN may grant a leave of absence without pay for up to six (6) months. When in the judgment of the Fire Chief and the approval of the Town Manager the work of the Department will not be impeded by the EMPLOYEE'S absence. Such leave may be extended for an additional period of up to six (6) months by the Town Manager. An EMPLOYEE who does not return from his/her leave of absence without pay on the first day following the end of the leave will be considered to have resigned from the TOWN.

For purposes of Section 1 of this Article, an EMPLOYEE shall be considered on "leave without pay" during times they are absent from work on a day which they are regularly scheduled to be on duty and they are not on approved leave, or they do not have adequate leave hours accrued to cover such absence. The period of time an EMPLOYEE is on unpaid leave for seven (7) shifts for line EMPLOYEES or fifteen (15) work days for non-line EMPLOYEES, in any fiscal year, will not be deducted from the EMPLOYEE'S service time for purposes of computing seniority.

Accrual of annual and sick leave shall be prorated for leave without pay unless taken in blocks of time three (3) or more consecutive shifts for line EMPLOYEES and five (5) or more consecutive days for non-line EMPLOYEES. This Article or Section does not waive the requirement to request approval for unpaid leave per Section 1(a) above.

Section 2:

Court Leave

The EMPLOYEE will notify his/her supervisors or manager of the need for court leave as soon as the need of the leave becomes known to the EMPLOYEE. Subject to the conditions noted below, full time EMPLOYEES called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding will receive their regular pay for their normal work hours spent in court or in travel to and from the court appearance.

An EMPLOYEE will receive pay for that amount of work time missed if he/she is required to miss work because of court appearances borne out of a work-related incident.

Upon completion of jury/court witness service, the EMPLOYEE will receive his/her regular pay and forward any compensation received from the court or other party served to the Town Manager. EMPLOYEES may retain reimbursements for out-of-pocket expenses such as meals, mileage and lodging unless the TOWN has reimbursed the EMPLOYEE for such expenses or the TOWN paid the expenses for the EMPLOYEE. An EMPLOYEE who elects to be paid a professional fee for his/her services as a witness will be required to use appropriate leave if scheduled to work during this period.

An EMPLOYEE who is not required to report to court until the middle of his/her work schedule or is released from jury/court duty before the end of his/her shift will report to work for the hours which are not required for court duty or directly related to travel time.

Section 3:

Bereavement Leave Bereavement leave for full-time line EMPLOYEES shall be granted up to two (2) shifts of leave with pay in the event of a death in the family within the 1st or 2nd degree of consanguinity or affinity.

Bereavement leave for full-time non-line EMPLOYEES shall be granted up to three (3) shifts of leave with pay in the event of a death in the family within 1st or 2nd degree of consanguinity or affinity.

Upon request, an EMPLOYEE may use sick leave, then annual leave for prolonged bereavement up to an additional three (3) shifts.

Section 4:

Military Leave Any EMPLOYEE who is an active member of the Nevada National Guard or any reserve component of the United States Armed Services shall be relieved from his/her duties, upon request, to serve under orders on training duty without loss of pay or accrued time for a period not to exceed 8 shifts/192 hours for line employees and fifteen (15) working days/120 hours for non-line EMPLOYEES in any one calendar year, and as provided by State and Federal laws without loss of seniority. In the event of military activation by either the Governor of the State of Nevada or the President of the United States for any period of time, the EMPLOYEE shall be allowed to resume his/her normal duties in the same or equivalent classification held in the pre-activation employment as defined by the same or equivalent job duties and responsibilities and pay without loss of seniority. In no event will the pay be less than the pay of the pre-activation classification held by the employee as adjusted by the application of the pay raises acquired in the period of time in which the employee was on active duty.

ARTICLE 30 – SAVINGS CLAUSE

Section 1:

This Agreement is the entire agreement of the parties.

Section 2:

Should any provision of this Agreement be found in contravention of Federal or State law by a court of competent jurisdiction, the specific provision found to be in contravention of the law shall be null and void, but all other provisions of this agreement shall remain in full force and effect unless otherwise cancelled or amended by the parties in writing.

ARTICLE 31 – AGREEMENT SEVERABLE

Section 1:

This Agreement is declared to be severable, and if any paragraph, phrase or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement, and those parts not declared void shall be binding upon the parties. The parties agree that, if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof. This Agreement is the entire Agreement of the parties terminating all prior Agreements.

ARTICLE 32 – TRANSFER OF FUNCTION

Section 1:

The Town agrees not to sell or convey or cause to sell or convey or otherwise transfer or cause to transfer its Fire Department operations, or any function associated with the fire based services within the scope of representation of Local 4068, IAFF, to a new employer without first fulfilling this contract, and securing the agreement of the successor employer to assume the Town of Pahrump and/or Pahrump Valley Fire Rescue's obligations under this contract.

Section 2:

In the event a bargaining agent other than Local 4068, IAFF, would assume the representation rights over Local 4068, IAFF or its members or former members, then the Town of Pahrump shall not enter into any agreement with the successor employer regarding section (1) above until a new collective bargaining agreement between the new successor employer and the succeeding bargaining agent has been completed. Such new bargaining agreement must demonstrate to Local 4068's satisfaction, the successor employer's assumption of the Town of Pahrump's contract obligations per section (1) above.

ARTICLE 33 – POLITICAL ACTIVITY

Section 1:

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

Section 2:

EMPLOYEES will not engage in political activity while on duty or in uniform. Political activity, for purposes of this section of Article 33, is activity to elect or defeat any candidate, political or ballot issue.

ARTICLE 34 – COMMUNICABLE DISEASE

Section 1:

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

Section 2:

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

ARTICLE 35 – POLYGRAPH EXAMINATIONS

Section 1:

No EMPLOYEE shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to a polygraph examination. Testimony regarding whether an EMPLOYEE refused to submit to a polygraph examination shall be confined to the fact that, "The Town of Pahrump does not compel Fire Department personnel to submit to polygraph examinations". This Article, however, does not apply to applicants in the hiring process.

ARTICLE 36 – COMPENSATORY TIME

Section 1:

An EMPLOYEE may take compensatory time off in lieu of cash. Compensatory time at the applicable overtime/call-out rate will be granted in lieu of overtime pay; this shall not be a pre-condition to overtime opportunities. The EMPLOYEE will notify the EMPLOYER before the end of the pay period if he/she wishes compensatory time. An EMPLOYEE shall be compensated for compensatory time earned, upon request. The EMPLOYEE shall notify the EMPLOYER at the end of the pay period the amount of compensatory hours he/she wishes to be compensated for. Payment of compensatory time shall be included in the EMPLOYER'S bi-weekly payroll check. Compensatory time shall be paid at the EMPLOYEE'S current rate of pay a maximum of 200 hours per fiscal year may be paid to an EMPLOYEE upon request, to be paid in the last pay period in the month of November. Upon separation from service, the balance of comp time accrued to each EMPLOYEE shall be cashed out in their final payroll check.

Section 2:

Line EMPLOYEES shall be able to accrue up to a maximum of 480 hours of compensatory time. There shall be no limit on the length of time an EMPLOYEE is allowed to maintain accrued compensatory time.

Section 3:

Non-line EMPLOYEES shall be able to accrue up to a maximum of 240 hours of compensatory time. There shall be no limit on the length of time an EMPLOYEE is allowed to maintain accrued compensatory time.

Section 4:

If an EMPLOYEE wishes to take compensatory time off, he/she shall provide three (3) days written notice to the EMPLOYER via the "Leave Request Form" by EMAIL, TEXT or HAND DELIVERED. Approval to take requested leave must be received prior to taking leave. The request alone does not warrant approval. Approval should be given if a comp time position is available.

ARTICLE 37 – CROSS TRAINING

Section 1:

The TOWN and the UNION agree that all members will be cross-trained as Fire Fighters and be classified to a Fire Fighter position.

Section 2:

Those members currently certified, as Nevada State Fire Fighter 1 test will be reclassified to the Fire Fighter classification that matches their current medical certification.

Section 3:

All members must pass the Nevada State Fire Fighter 1 test and be certified as Nevada State Fire Fighter 1.

Section 4:

The TOWN will ensure that each member is provided ample opportunity to receive and attend Nevada State Fire Fighter 1 training.

Section 5:

Each member will be required to take the Nevada State Fire Fighter 1 test within one (1) year of the signing of this agreement.

Section 6:

If any member fails to pass the Nevada State firefighter 1 test, that member will be provided an additional four (4) months to retest. Following the 4 month re-test period, if a member had failed to receive a passing score on a Nevada State Fire Fighter 1 Test, that member may be subject to termination.

Section 7:

The time limit set forth in Sections 5 and 6 of this Article will be extended due to major illness or injury or any other extended time off on approved leave.

Section 8:

Once certified as a Nevada State Fire Fighter 1, each member will be reclassified to the classification that matches their level of medical certification.

Section 9:

The TOWN and the UNION agree to the Classifications and Salary Schedule found in Appendix A. Classification, Salary, and all other affected Articles will be changed to reflect these classifications.

Section 10:

Current members as of July 19, 2004 may remain in their existing job classification using their current salary schedule. Members who wish to remain in their current classification shall submit

immediate written notification to the Fire Chief. Those members may cross train, however, they have one (1) year to become certified as outlined in this Article.

ARTICLE 38 – EFFECTIVE DATE AND DURATION

Section 1:

This Agreement shall be effective July 1, 2019 and shall continue in effect to June 30, 2022.

Section 2:

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

ARTICLE 39 – OPENERS

Section 1:

None

ARTICLE 40 – ROVER ASSIGNMENTS

The TOWN may hire two rovers with the minimum qualifications of Firefighter A-EMT to assign to each platoon to assist with staffing of regular shifts and to carry out any other duties as assigned by the Fire Chief. Such other duties shall be performed at any location as directed by the Fire Chief. Rovers assigned to platoons may include any of the line employees described in Article 2, Section 1. One rover may cover vacancies including caused by employees taking sick, maternity/paternity, bereavement, annual leave, worker's compensation leave, union leave or compensatory time. The second rover can cover sick, compensatory time, bereavement, maternity/paternity (up to 20 shifts per occurrence), workers compensation (up to 30 calendar days per claim). There shall be no call-backs pursuant to Article 4, Section 11 unless the Fire Chief determines that no on duty rover is able to cover the vacancy. The TOWN shall not be obligated to call back any EMPLOYEE because of the absence of a rover. Positions covered by rovers shall be determined by the order in which leave is taken.

ARTICLE 41 – DEFERRED COMPENSATION / 457 PLAN

The TOWN agrees to make available a deferred compensation plan for the employees as provide for by the Internal Revenue Code. Contributions shall be paid solely by the employees and the TOWN shall not be responsible for any outcome from such investments.

ARTICLE 42 – LIFE INSURANCE / SHORT- AND LONG-TERM DISABILITY INSURANCE

Section 1:

The TOWN agrees to maintain a minimum of twenty-five thousand ($25,000) in a life insurance term policy for each EMPLOYEE in the bargaining unit from hire date until retirement date. The TOWN shall also offer each EMPLOYEE the option to purchase additional life insurance benefits available through a company that can be deducted through the EMPLOYEE'S paycheck once the appropriate paperwork is completed.

Section 2:

The TOWN shall offer each EMPLOYEE the option to purchase short-and long-term disability insurance benefits available through a company that can be deducted through the EMPLOYEE'S paycheck once the appropriate paperwork is completed.

ARTICLE 43 – PERSONNEL FILE

Personnel records shall be governed as set forth in NRS 613.075. The TOWN will respond to an Employee's request to view or have a copy of his/her file no later than the fifth business day after the request is received. If the TOWN is unable to grant the request by the end of the fifth business day, the TOWN shall notify the Employee of this fact and indicate the date and time that the record will be available.

ARTICLE 44 – LINE OF DUTY DEATHS

Section 1:

In the event of a Line of Duty Death (LODD) in Nevada, the TOWN shall authorize, at the request of the Union, to take a Type 1 fire engine to other municipalities within Nye and Clark Counties. The Fire Chief may authorize responses to LODDs that occur in other areas. Any on duty UNION member who wishes to attend will be allowed to do so in the Pahrump Valley, subject to responding emergency calls for service. The TOWN and the UNION shall create standard operating guidelines to address responses to LODDs.

ARTICLE 45 – LOCAL 4068 HONOR GUARD

Section 1:

It is within the TOWN'S discretion to allow members of LOCAL 4068's HONOR GUARD time off to perform their duties at any event at which they agree to appear. In addition to its general discretionary authority to allow time off, the TOWN may allow time off contingent upon certain stipulations to be determined by the TOWN for each instance for which time off is allowed, and HONOR GUARD members who are scheduled on duty shall return to work immediately following the event. Because the HONOR GUARD is a Union operation, the TOWN does not assert control over, assume liability for, or take responsibility for the HONOR GUARD or its off-duty members.

ARTICLE 46 – OUTSIDE AND SECONDARY EMPLOYMENT

Section 1:

EMPLOYEES accepting employment with any other employer while employed with the TOWN shall do so only so long as the outside or secondary employment does not conflict with the EMPLOYEE'S performance of duties for the TOWN. In such instances, the EMPLOYEE'S primary obligation shall continue to be to the TOWN, and the EMPLOYEE shall arrange their affairs accordingly.

Section 2:

EMPLOYEE'S shall keep the TOWN and UNION advised as to any outside or secondary employment that is maintained for longer than thirty (30) days by submitting written notice to the TOWN and UNION within sixty (60) days of obtaining the job. Once the EMPLOYEE is no longer working at the outside or secondary job, they shall submit a written notice to the TOWN and the UNION within sixty (60) days.

Section 3:

EMPLOYEE'S shall not engage in secondary or outside EMPLOYMENT with private ambulance companies or volunteer fire departments while employed by the TOWN. If an EMPLOYEE is working with a private ambulance company or volunteer fire department when initially hired by the TOWN, they shall have sixty (60) days to resign from those employment(s).

ARTICLE 47 – TOBACCO USE ON DUTY

Section 1:

No employee shall use any tobacco or vape products while on duty.

ATTACHMENT A – TOWN INSURANCE LETTER/MEMO

MEMORANDUM

To: Town of Pahrump

From: Danelle Shamrell, Director of Human Resources D.Shamrell

Date: May 7, 2019

RE: Insurance Changes Effective July 1, 2019

Employees enrolled under one of the Sierra Health and Life PPO plans, or the Health Plan of Nevada HMO plan, can locate contracted providers by visiting the below websites.

When searching for PPO providers in Nevada; Mohave County, Arizona; or Washington County, Utah: www.sierrahealthandlife.com When searching for PPO providers in all other areas: www.uhc.com

Employees enrolled under the Health Plan of Nevada HMO plan can locate contracted providers by visiting: www.healthplanofnevada.com

The below *rates represent monthly amounts* for dependent coverage

	*HSA High Deductible Plan	PPO $500 Deductible	PPO $1000 Deductible	HMO	Dental Vision
Employee w/ Spouse	$231.96	$219.90	$229.36	$189.30	$40.72
Employee w/ Child(ren)	$143.40	$134.04	$141.10	$110.34	$53.74
Employee w/ Family	$368.64	$347.24	$364.74	$292.94	$97.16

*The town offers a High Deductible Plan which is accompanied by a Health Savings Account that the town will contribute $83.33 per month. You may also contribute to the account on a pre-tax basis.

ATTACHMENT B – CONSANGUINITY / AFFINITY CHART

4th Degree	**Great Great Grandparent** **Great Aunt/Uncle** **First Cousin** **Grand Nephew/Niece**
3rd Degree	**Great Grandparent** **Aunt/Uncle** **Niece/Nephew** **Great Grandchild**
2nd Degree	**Grandparent** **Brother/Sister** **Grandchild**
1st Degree	**Parent** **Child**

YOU

1st Degree	**Spouse/Domestic Partner***
2nd Degree	**Parent-in-Law** **Daughter/Son-in-Law**
3rd Degree	**Grandparent-in-Law** **Brother/Sister-in-Law** **Grandchild-in-Law**
4th Degree	**Great Grandparent-in-Law** **Aunt/Uncle-in-Law** **First Cousin-in-Law** **Niece/Nephew-in-Law** **Great Grandchild-in-Law**

Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships. In-Law relationships of a·domestic partnership shall be considered to be the same as blood relationship.

Positions	Grade
EMT	8
A-EMT	10
Firefighter / EMT	10
Firefighter/ A-EMT	13
Paramedic	13
Captain (non line) Fire & Life Safety Inspector	13
Firefighter/Paramedic	17
Captain (non line) Training & Compliance Coordinator	17
Captain	20

Effective 7/1/2019 or upon ratification, (whatever occurs later) through 6/30/2020

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
8	14.33	14.8988	15.4948	16.1146	16.7591	17.4295	18.1267	18.8517	19.6058	20.3900	21.2057	22.0539
10	15.4998	16.1198	16.7646	17.4352	18.1326	18.8579	19.6122	20.3967	21.2126	22.0611	22.9436	23.8613
13	17.3956	18.0914	18.8151	19.5677	20.3504	21.1644	22.0110	22.8914	23.8071	24.7593	25.7497	26.7797
17	20.3685	21.1832	22.0305	22.9117	23.8282	24.7813	25.7726	26.8035	27.8756	28.9907	30.1503	31.3563
20	22.9212	23.8381	24.7916	25.7833	26.8146	27.8872	29.0027	30.1628	31.3693	32.6241	33.9290	35.2862

Effective 7/1/2020 through 6/30/2021

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
8	14.5407	15.1223	15.7272	16.3563	17.0105	17.6909	18.3986	19.1345	19.8999	20.6959	21.5237	22.3847
10	15.7323	16.3616	17.0161	17.6967	18.4046	19.1408	19.9064	20.7027	21.5308	22.3920	23.2877	24.2192
13	17.6565	18.3628	19.0973	19.8612	20.6556	21.4819	22.3411	23.2348	24.1642	25.1307	26.1360	27.1814
17	20.6740	21.5009	22.3610	23.2554	24.1856	25.1531	26.1592	27.2055	28.2938	29.4255	30.6025	31.8266
20	23.2651	24.1957	25.1635	26.1700	27.2168	28.3055	29.4377	30.6152	31.8398	33.1134	34.4380	35.8155

Effective 7/1/2021 through 6/30/2022

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
8	14.7588	15.3491	15.9631	16.6016	17.2657	17.9563	18.6746	19.4215	20.1984	21.0063	21.8466	22.7205
10	15.9683	16.6071	17.2713	17.9622	18.6807	19.4279	20.2050	21.0132	21.8538	22.7279	23.6370	24.5825
13	17.9214	18.6382	19.3838	20.1591	20.9655	21.8041	22.6762	23.5833	24.5266	25.5077	26.5280	27.5891
17	20.9841	21.8235	22.6964	23.6042	24.5484	25.5304	26.5516	27.6136	28.7182	29.8669	31.0616	32.3040
20	23.6140	24.5586	25.5409	26.5626	27.6251	28.7301	29.8793	31.0745	32.3174	33.6101	34.9545	36.3527

PAHRUMP VALLEY FIREFIGHTERS IAFF LOCAL 4068

International Association of Fire Fighters

Letter A

This document serves as the official agreement between IAFF local 4068 and the Town of Pahrump regarding the EDEN time entry system. Both parties agree to the following terms regarding the EDEN system as it relates to members of IAFF local 4068.

The Town agrees to maintain computers at each manned fire station, and ensure they are connected to the internet and able to access EDEN.

No member will be required to complete their timesheets or enter them into EDEN on their own time.

Members who call off sick or are otherwise away from duty for unforeseen circumstances shall not be required to complete their timesheets or enter them into EDEN.

No member shall be disciplined or otherwise penalized for mistakes made with either their timesheet or with EDEN.

Signed this day the 10 of July 2013.

_____ William J Snow President IAFF local 4068

_____ William Kohbarger Pahrump Town Manager

Union/Date: 1/15/19 Town/Date: 1/15/19

Letter B

Town of Pahrump
Nye County Government Center
2100 E. Walt Williams Drive
Suite 100
Pahrump, NV 89048
Phone (775) 727-5107
Fax (775) 727-0345

Nye County
Nye County Government Center
2100 E. Walt Williams Drive
Suite 100
Pahrump, NV 89048
Phone (775) 751-7075
Fax (775) 751-7093

Town of Pahrump
Administration Department

AGREEMENT

This agreement serves as the resolution between IAFF local 4068 and the Town of Pahrump regarding grievance 18-002." This agreement is effective as of the 10th day of October, 2018.

1. Upon submitting a notice of resignation, the employee will be granted the option to resign immediately or continue working for up to 14 calendar days.
2. If the resigning employee elects to continue working, s/he shall work until the specified resignation date but will be allowed one sick day between the date the notice is submitted and the specified resignation date.
3. If the resigning employee fails to fill any assigned shift, other than the allowed sick leave day or any leave scheduled more than a 30 days prior to submitting the notice of resignation, the supervisor may immediately accept the employee's resignation.
4. On or before the last day of employment, all badges, equipment, and other Town assets must be surrendered by the employee.

10/10/18
Tim Sutton / Town of Pahrump Manager

10/11/18
Justin Snow / President of IAFF Local 4068

Union/Date: 1/15/19

Town/Date: 1/15/19

SIGNATORIES TO AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Dated this 7th day of January 2020.

Town of Pahrump, Nevada

By_____
John Koenig, Board of County Commissioners Chairman

By_____
Tim Sutton, Town Manager

PAHRUMP VALLEY FIREFIGHTERS, IAFF LOCAL 4068

By_____
Justin Snow, President

By_____
Raymond L. Delucchi, Secretary-Treasurer

By_____
James C. Medici III, Member at Large