

AGREEMENT

BETWEEN

STOREY COUNTY FIRE PROTECTION  
DISTRICT, NEVADA

AND

STOREY COUNTY FIRE FIGHTERS' ASSOCIATION IAFF LOCAL 4227

JULY 1, 2023 – JUNE 30, 2026

PREAMBLE

This Agreement is made and entered into at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Fire Protection District, a Political Subdivision of the State of Nevada, hereinafter referred to as the Employer, and the Storey County Fire Fighters' Association, IAFF Local 4227, hereinafter referred to as the Union.

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

TABLE OF CONTENTS

PREAMBLE .....	2
TABLE of CONTENTS .....	3
DEFINITIONS .....	5
ARTICLE 1 RECOGNITION.....	6
ARTICLE 2 MANAGEMENT RIGHTS.....	6
ARTICLE 3 WAGES .....	6
ARTICLE 4 HOURS OF WORK.....	7
ARTICLE 5 OVERTIME COMPENSATION.....	7
ARTICLE 6 CALL BACK.....	9
ARTICLE 7 VACATION.....	9
ARTICLE 8 SICK LEAVE.....	12
ARTICLE 9 HOLIDAYS.....	16
ARTICLE 10 SENIORITY.....	16
ARTICLE 11 NON-DISCRIMINATION.....	16
ARTICLE 12 SAFETY AND HEALTH.....	17
ARTICLE 13 BULLETIN BOARDS.....	17
ARTICLE 14 WORK RULES .....	18
ARTICLE 15 UNION BUSINESS.....	18
ARTICLE 16 UNIFORM ALLOWANCE.....	19
ARTICLE 17 LEAVE FOR CIVIC DUTY.....	19
ARTICLE 18 SERVICE CONNECTED DISABILITY .....	20
ARTICLE 19 MILITARY LEAVE.....	21
ARTICLE 20 POLITICAL ACTIVITY.....	22
ARTICLE 21 RETIREMENT.....	22
ARTICLE 22 PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION.....	22

2023-2026 Collective Bargaining Agreement - SCFFA/Storey County Fire Protection District

ARTICLE 23 PERSONNEL FILES.....25

ARTICLE 24 GRIEVANCE PROCEDURE.....26

ARTICLE 25 BENEFITS INSURANCE.....28

ARTICLE 26 PAYROLL DEDUCTIONS..... 29

ARTICLE 27 EDUCATION AND DEVELOPMENT.....30

ARTICLE 28 PERSONNEL REDUCTION..... 31

ARTICLE 29 ACTING IN A HIGHER CLASSIFICATION & DUAL ROLE CAPACITY..... 32

ARTICLE 30 STRIKES AND LOCKOUTS ..... 32

ARTICLE 31 SHIFT TRADES ..... 33

ARTICLE 32 DEATH IN FAMILY ..... 33

ARTICLE 33 POLYGRAPH EXAMINATIONS ..... 34

ARTICLE 34 AMENDING PROCEDURE ..... 34

ARTICLE 35 PREVAILING RIGHTS .....34

ARTICLE 36 COMMUNICABLE DISEASE ..... 34

ARTICLE 37 TRANSFER OF FUNCTION ..... 35

ARTICLE 38 SAVINGS CLAUSE .....35

ARTICLE 39 LEAVES OF ABSENCE .....35

ARTICLE 40 INCENTIVE PAY .....38

ARTICLE 41 PROBATION .....41

ARTICLE 42 DURATION ..... 42

ARTICLE 43 ADA/AA/DEA ..... 43

ARTICLE 44 HABITABILITY OF STATIONS ..... 43

ARTICLE 45 LONGEVITY.....44

ARTICLE 46. REOPENER-----44

APPENDIX A CONSANGUINITY/AFFINITY CHART..... 45

APPENDIX B SALARY SCHEDULE 2023 - 2026..... 46

SIGNATORIES TO AGREEMENT ..... 47

DEFINITIONS

**Anniversary Date:** The date on which the employee starts work as indicated in-writing in an offer of employment, is reclassified or promoted to a new job classification, or a less than part-time or regular part-time employee becomes a full-time employee. The date on which an employee is demoted to a lower pay range, reassigned, or transferred to alternative positions where their talents or skills may be best utilized to their own or the organization's benefit, or where they are better able to perform the job in accordance with required standards, does not change an Anniversary Date.

**Base Rate of Pay:** The hourly rate of pay the employee is designated to receive within the pay range for the employee's classification, excluding incentive, shift differential, and other extra pay.

**Days:** Shall mean Storey County Fire Protection District working days - Monday through Friday, excluding holidays - unless otherwise stated.

**Employee:** An Employee in the bargaining unit who has successfully completed his/her probationary period or any extended probationary period and has been retained in the employ of Storey County Fire Protection District

**Line Staff Employee:** An Employee recognized as a Firefighter/AEMT, Firefighter/Paramedic, or Fire Captain.

**Forty Hour Employee:** An Employee whose regular workweek shall on an average, be forty (40) hours.

**Employee's Medical File:** A separate confidential file which is maintained in the Human Resources Department and which contains only health-related matters, i.e., Workers' Compensation information, physical examination results, etc. Access to and the procedure for accessing this file is the same as for the Employee's personnel file.

**Major Fraction:** Fifteen (15) minute intervals of time.

**Probationary Employee:** An Employee who is undergoing a working test period during which the Employee is required to demonstrate his/her ability to carry out the duties for the position to which appointed, transferred, or promoted.

**Regular Rate of Pay:** The Employee's base rate of pay plus other additional pay for which the Employee's specific assignment may entitle him/her.

## ARTICLE 1: RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive collective bargaining unit for all Employees in the bargaining unit engaged in fire prevention and suppression in the Storey County Fire Protection District (District). The bargaining unit, Storey County Fire Fighters' Association IAFF Local 4227, represents both Supervisory and Non-Supervisory employees.
2. The following job class(es) shall be covered by this Agreement:
  - Firefighter/AEMT
  - Firefighter/Paramedic
  - Fire Captain
  - Fire Inspector I
  - Fire Inspector II
3. In the event the Employer creates a new job classification that will be placed in the bargaining unit or amends the job requirements of an existing job classification within the bargaining unit, the Employer will notify the Union as to their intended action and allow Union input prior to adoption. Where the proposed changes or change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request from the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.

## ARTICLE 2: MANAGEMENT RIGHTS

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation are outlined in NRS 288.

## ARTICLE 3: WAGES

Biweekly Wages. All Employees will be paid on each biweekly Friday, with wages computed through the preceding Sunday. Annual and hourly wages are reflected in Appendix B.

1. Employees will be paid for hours worked during the work period. The District and Union agree to a 14-day, 106-hour work period for line Firefighters. Overtime will be paid in accordance with Article 5.
2. An employee's base rate is defined as the annual wage at their step divided by their annual scheduled hours. Forty (40) hours per week equals two-thousand and eighty (2080) annually and fifty-six (56) hours per week equals two thousand nine hundred and twelve (2912) annually.
3. An employee's regular rate of pay for purposes of overtime calculation is the employee's base rate under subpart 3 plus:
  - a. Incentive pay, per Article 40, that is a percentage (excludes fitness incentive)
  - b. Payment in lieu of health benefits, per Article 25
  - c. Acting Pay, per Article 29

- d. Or any other type of pay required by the FLSA
4. The salary increases provided in Appendix B will be implemented the first day of the first full pay period of July.
5. An employee who is promoted to a higher classification must move to the next closest step from his/her former position but must receive no less than a 5 percent increase in base pay.

#### ARTICLE 4: HOURS OF WORK

1. The regular workday and workweek for forty-hour Employees shall consist of a forty (40) hour workweek. Any change in the number of hours in the workday or regular workweek shall be subject to negotiation, although a forty-hour Employee may be subject to working shift work as necessary, at the discretion of the Fire Chief.
2. The regular workday and workweek for line Firefighters shall consist of an average 24 hour day and 56 hour workweek.
3. The work schedule for Line Employees shall consist of forty-eight (48) hours on duty followed by ninety-six (96) hours off duty. Any changes in the work schedule shall be negotiated with the Union prior to implementing the changes.
4. The normal workday schedule for Line Employees is 0800 hours -1200 hours and 1300 hours - 1700 hours. Between the hours of 1700 through 0800, Employees shall respond to calls, conduct night drills on an as needed basis, complete incident reports, conduct training for volunteers on an as needed basis, ensure equipment is in a state of readiness, perform physical conditioning on an elective basis, and ensure facilities are clean and in operational order for the next shift and perform related tasks.

#### ARTICLE 5: OVERTIME COMPENSATION

1. Employees may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours.
  - a. Line Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours or in excess of 106 hours in the 14-day work period.
  - b. Forty-hour Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.
  - c. Overtime will be earned in increments of one-quarter (1/4) hours.

2. Overtime will be added to the payroll for the period during which the overtime is performed. If time is lost during the regular work week for unexcused absence, then overtime pay shall not prevail until the overtime hours worked exceed the unexcused absence hours. It is understood that nothing in this Article shall require payment for overtime hours not worked. All overtime must have previous authorization of the Supervisor or Fire Chief if compensation therefore is to be affected.
3. Line Employees required to remain on duty beyond their regular shift for emergencies such as an aircraft incident, multiple alarms, natural disaster, civil disorder, and the like shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such overtime hours worked; and forty-hour Employees shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such overtime hours worked.
4. Line Employees who are on out-of-district incidents will be compensated portal to portal at overtime rate (one and one-half times the employee's regular rate of pay), excluding their normally scheduled work hours and scheduled trade days.
5. Overtime shall be paid to any Employees who are required or requested by the Supervisor or Fire Chief to attend training sessions, seminars, conferences, etc. Overtime shall be paid for all travel time, including any early arrival time required at airports, train stations, bus depots, etc. Overtime shall be paid for all time spent attending the actual training session, seminar, conference, etc. Employees shall be covered for any compensable injury/illness covered by Workers' Compensation for the entire time the Employee is away from home, regardless of activity. Employees shall not be required to pay any out of pocket expenses for training sessions, seminars, conferences, etc.
6. Overtime shall be filled by Line Employee Bargaining Unit members. For the purposes of overtime to fill vacancies, an overtime/call-back staffing software system shall be agreed upon by the Union and the Fire Chief.
  - a. The staffing software shall include all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be utilized within the staffing software. The eligibility list will be established with the Employee with the most full-time continuous service with the Employer and will reset the same way each January 1st.
  - b. Members shall sign up for vacancies through the staffing software program. Members shall fill overtime in a rotation procedure agreed to by the parties using the staffing software. Mandatory overtime may be required in the event Employees who are off duty are not available to fill vacancies.

ARTICLE 6: CALL BACK

1. Any Employee who is called back by his/her supervisor or the Fire Chief to work during hours outside his/her regularly scheduled shift, which hours will not abut his/her regularly scheduled shift hours, will receive a minimum of two (2) hours' pay at the applicable hourly rate regardless of the amount of time worked.
2. Call back for eligible Line Employees will be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Call back for eligible forty-hour Employees will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Ineligible employees will receive overtime pay for these hours if applicable. Eligibility for callback pay and contributions to the Public Employees' Retirement System (PERS) on call back pay will be in accordance with NRS 286 and policies adopted by the Nevada PERS Board (as amended).
3. Call-back shall be filled by Bargaining Unit members. For the purposes of call-back to fill vacancies, an overtime/call-back staffing software program list shall be utilized and agreed upon by the Union & the Fire Chief.
  - a. The staffing software shall include all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be incorporated as stated in Article 5 Overtime. The initial eligibility list will be established with the Employee with the most full-time continuous service with the Employer and reset the same way each January 1<sup>st</sup>.
  - b. All notifications for call back will be made through the staffing software program.
4. The on-duty Battalion Chief or his/her designee will be responsible for making notification for call back using the staffing software. If no bargaining unit member comes back to fill vacant shifts, the Fire Chief or his/her designee shall utilize Article 2 Management Rights to ensure that there are adequate staffing levels to meet the needs of the community.

ARTICLE 7: VACATION

1. 24-hour Employees will be granted vacation benefits as shown in the following table.

Years of Continuous Service	Vacation Earning Rate Bi-weekly Pay Period
Less than 5 years	8.31 hours (9/24 Hr. Shifts)
5 years but less than 10 years	9.23 hours 10/24 Hr. Shifts)
10 years but less than 15 years	10.16 hours (11/24 Hr. Shifts)
15 years but less than 20 years	11.08 hours (12/24 Hr. Shifts)

20 years or more	12 hours (13/24 Hr. Shifts)
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Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours. The following provides an example of the manner in which vacation is accrued for an employee on 24-hour shifts.

Example:

There are 26 pay periods in a fiscal year (July 1 through June 30). Accordingly, the employee accrues vacation leave as follows:

Years of Service	Vacation Earning Rate and Result	
(<5 years)	8.31 hrs. x 26 =	216.06
(5 years)	9.23 hrs. x 26 =	239.98
(10 years)	10.16 hrs. x 26 =	264.16
(15 Years)	11.08 hrs. x 26 =	288.08
(20 years)	12.00 hrs. x 26 =	312.00

2. Forty hour (40) Employees will be granted vacation benefits as follows:

Years of Continuous Service	Vacation Earning Rate Bi-weekly Pay Period
Less than 5 years	5.31 hours
5 years but less than 10 years	6.46 hours
10 years but less than 15 years	7.31 hours
15 years but less than 20 years	8.31 hours
20 years or more	9.31 hours

Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours. The following provides an example of the manner in which vacation is accrued for an employee on 8-hour shifts.

Example:

There are 26 pay periods in a fiscal year (July 1 through June 30). Accordingly, the employee accrues vacation leave as follows:

Years of Service	Vacation Earning Rate and Result	
(<5 years)	5.31 hrs. x 26 =	138.06
(5 years)	6.46 hrs. x 26 =	167.96
(10 years)	7.31 hrs. x 26 =	190.06
(15 years)	8.31 hrs. x 26 =	216.06
(20 years)	9.31 hrs. x 26 =	242.06

3. Maximum annual leave carry-over at the end of the last pay period of December even if the pay period does not actually end until January (e.g., ends on January 4 at 0800 hours):
  - a. 40-hour workweek = 240 hours maximum accrual.
  - b. 56-hour workweek = 336 hours maximum accrual

The annual accrual cap shall be based on calendar year and leave shall cease to accrue on January 1 of each year. An Employee shall be paid at his/her regular hourly rate for each hour of vacation time taken. Vacation taken during a biweekly period shall be charged before vacation earned during that pay period is credited. Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted against vacation hours.

4. Employees voluntarily separated from the Employer shall lose all rights for computing prior service upon reemployment by the Employer.
5. Upon termination of employment, other than for cause and following no less than five (5) consecutive years of regular full-time employment, each Employee shall be compensated at his/her regular hourly rate for his/her total vacation hours accrued, subject to the limitations in Section 3 of this Article.
6. The Fire Chief shall establish a Line Employee list and Forty Hour Employee list showing seniority within the Fire District to be used for vacation scheduling. The list shall be brought up to date annually and accessible by staff in the District shared drive. Employees will submit their requests through the staffing software as well as submitting leave request forms.
7. Vacation preferences shall be granted in order of seniority. For purposes of this Article, seniority shall be based on total full-time service with the District.
8. Employees shall request vacation leave by providing a minimum of fourteen (14) calendar days' notice. An exception to this fourteen (14) calendar day requirement may be granted by the Fire Chief or his/her designee after considering the circumstances that warrant such exception and the convenience and conventionality of the District.
9. For purposes of this Article, seniority shall be based on time in District service.
10. Vacation Leave will not be granted on the following holidays:
  - a. Thanksgiving.
  - b. Family Day.
  - c. Christmas Day.
  - d. Christmas Eve.
  - e. New Years Eve.
  - f. New Years' Day.
  - g. Fourth of July.

11. Employees are eligible to annually purchase up to either forty hours (40) or fifty-six hours (56) of annual leave based on their normal work schedule.
  - i. Buyout must be requested by November 1<sup>st</sup> of that year to be paid out in the first full pay period in December on the District-approved form.
  - ii. Employees may buy out down to 120 hours balance in their annual leave bank.

#### ARTICLE 8: SICK LEAVE

1. Sick leave hours shall accrue for each pay period the Employee is in full pay status for a majority of the Employee's regularly scheduled biweekly hours. Line Employees covered by this Agreement shall earn seven (7) hours of sick leave per biweekly pay period. Forty-hour Employees covered by this Agreement shall earn four and sixty-two hundredths (4.62) hours of sick leave per biweekly pay period. Up to 48 hours of Sick Leave may be used for any death in the family up to the 3<sup>rd</sup> degree of consanguinity/affinity in Appendix A with the approval of the Duty Officer.
2. Sick leave shall be granted when the Employee is incapacitated due to illness, injury, pregnancy, or childbirth. Sick leave shall be granted when the Employee is quarantined, receiving required medical or dental services or examinations, or upon injury or illness of the Employee's spouse, children, parents, or any other legal dependent. If an Employee does not have adequate accrued sick leave time, the Employee may be granted the use of other accrued leave time, if any, in lieu thereof. In no case, however, will sick leave time be used or granted as vacation time.
  - a. In all cases, the Employer's Family and Medical Leave Act (FMLA) provisions shall apply as a minimum.
3. Employees may donate sick leave time to those Employees that do not have adequate accrued sick leave time as provided in subsection 7 of this Article.
4. Sick leave shall be charged on the basis of actual time used to the nearest quarter (1/4) hour. Sick leave taken during a biweekly period shall be charged before sick leave earned that pay period is credited.
5. An Employee requesting sick leave may be required to provide the Battalion Chief with evidence acceptable to substantiate the request if required. If a physician's visit is required as a result of this request, it shall be on District time.
6. Upon termination of employment, other than for cause, each Employee shall be compensated at his/her base rate of hourly pay, for total sick leave hours accrued up to a maximum of one thousand three hundred thirty-three (1,333) hours for Line Employees and nine hundred fifty-two (952) hours for forty-hour Employees at the following rates.

Sick Leave Buy Out	
Years of Continuous Service	Rate of Pay
5 years but less than 10 years	35¢ on the Dollar
10 years but less than 20 years	50¢ on the Dollar
20 years or more	65¢ on the Dollar

a. Retirement Buy Out

- i. An additional \$0.10 on the dollar shall be provided to employees who serve 5 years or more years with the District that retire from the District. Retirement must be verified through NV PERS up to 1333 hours for 56 hour employees and 952 hours for forty-hour employees.

7. Catastrophic Leave

a. Request for Catastrophic Leave

- i. An Employee who is himself/herself affected by a catastrophe as defined in paragraph (a) may request, in-writing, that a specified number of hours of catastrophic leave be granted.
- ii. A catastrophe means the employee is unable to perform the duties of his/her position because of a serious illness or injury to the employee which is life threatening or which will require a lengthy convalescence. Lengthy convalescence means a period of disability that an attending physician expects to exceed ten (10) weeks.
- iii. The request must include:
  - 1. The Employee's name, title, and classification, and
  - 2. A statement from a medical doctor certifying the limitations which prevent the Employee from being available for work and the expected duration of the limitations.
- iv. An Employee may not receive any leave from the catastrophic leave account until s/he has used all his/her accrued annual, sick, and other paid leave. If an Employee has requested leave from the catastrophic leave account within the previous three (3) years, the Employee may not receive any leave from the catastrophic leave account until s/he has been off work for forty (40) consecutive hours and has used all his/her accrued sick, annual, and other paid leave.

- v. An Employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.
- b. Establishing the Catastrophic Leave Account
- i. The Fire Chief may establish an account for catastrophic leave at the request of a Fire District Employee. All Employees of the Fire District who are listed as part of this contract bargaining unit and who are eligible to use sick leave may use catastrophic leave and/or donate to catastrophic leave. Donations to and withdrawals from this account are restricted to Employees of the Fire District who are listed as part of this contract bargaining unit.
  - ii. An employee may only receive leave from the catastrophic leave account if s/he independently contributes at least 8 hours per calendar year to the account.
  - iii. A donating Employee may request, in writing, that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account.
  - iv. The minimum number of hours that may be transferred is eight (8) hours. An Employee may not transfer sick leave to the account for catastrophic leave if the balance of his/her account after the transfer is less than three hundred thirty-six (336) hours. Leave will be placed in a pool; however, the Employee may transfer hours to the catastrophic leave account for use by a particular Employee who has been determined to be eligible to receive the leave.
  - v. Any hours of annual or sick leave that are transferred from any Employee's account to the catastrophic leave account may not be returned or restored to that Employee. This subsection does not prevent the Employee from receiving leave pursuant to section 7 (b) of this Article.
- c. Direct Donation of Hours to Employee
- i. An employee who fails to qualify for use of leave from the catastrophic leave account, pursuant to the requirements set forth in subsection b, ii and iv, above, may receive catastrophic leave if eligible employees independently contribute a designated number of hours in eight (8) hour increments to the non-qualifying employee's specific catastrophic event. The receipt of such catastrophic leave shall be subject to the remaining requirements set forth in this Article.
- d. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used

- i. The Fire Chief or his/her designee shall review the status of the limitations of the Employee and determine when the limitations no longer exist, based on appropriate medical review.
  - ii. The Fire Chief or his/her designee shall not grant any hours of leave from the catastrophic leave account after:
    1. The limitations cease to exist; or
    2. The Employee who is receiving the leave resigns or his/her employment with the District is terminated.
  - iii. Any leave which is received from the catastrophic leave account which was not used at the time the limitations cease to exist or upon the resignation or termination of the employment of the Employee must be returned to the catastrophic leave account.
- e. Maintenance of Records on Catastrophic Leave -- The District shall maintain the records and report to the Union any information concerning the use of catastrophic leave account.
- f. Substantiation of Limitations - The Fire Chief or his/her designee may require written substantiation of the limitations and expected duration by a physician of his/her choosing. Said physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the District. Visits to said physician shall be on District time.

#### ARTICLE 9: HOLIDAYS

1. Regular paid holidays are:
  - New Year's Day (January 1)
  - Martin Luther King's Birthday (Third Monday in January)
  - Washington's Birthday (Third Monday in February)
  - Memorial Day (Last Monday in May)
  - Juneteenth (June 19)
  - Independence Day (July 4)
  - Labor Day (First Monday in September)
  - Nevada Day (Last Friday in October)
  - Veteran's Day (November 11)
  - Thanksgiving Day (Fourth Thursday in November)
  - Day after Thanksgiving (Friday following the fourth Thursday in November)
  - Christmas Day (December 25)
  - One Floating Holiday

One floating holiday per calendar year and any other day observed as a holiday by the Employer and declared a holiday by the governor of the State of Nevada and/or the President of the United States.

2. The Employer agrees to pay each Employee required to work twenty-four (24) hour shifts, six (6) hours of his/her base hourly rate.
3. Designated Holidays – Eligibility Requirements (40-Hour Employees Only):

The holiday compensation shall be equivalent to the employee's regularly scheduled shift – 8, 10, or 12 hours. If the employee is scheduled for six twelve-hour shifts, and one eight-hour shift, the holiday compensation will be twelve hours.

- a. Holidays worked. Employees required to work their regularly scheduled shift on a recognized holiday shall receive base rate of pay plus 1.5 the straight-time for the regularly scheduled shift. (Example:  $1 + 1.5 = 2.5$ )
- b. Holidays worked - overtime. Employees required to work overtime on a recognized holiday shall receive overtime compensation computed at 1.5 of base rate of pay for the overtime worked. (Example:  $1 + 0.5 = 1.5$ )
- c. Holidays not worked. Non-exempt employees who are not required to work on a recognized holiday shall receive holiday compensation equivalent to one regularly scheduled shift. (Example:  $1 + 0 = 1$ ). If a non-exempt employee's regularly scheduled day off falls on a recognized holiday, the employee will be granted one shift off with pay during the workweek of the holiday. The day of that workweek to be taken off is subject to scheduling and upon mutual agreement of the employee and the supervisor.
- d. Compensation for regular part-time employees. Regular part-time non-exempt employees shall receive holiday compensation based on their regularly scheduled shift.
- e. Pay status. In order to receive holiday compensation, an employee must be in pay status immediately before and after the holiday.

#### 4. Holiday Accrual

Holiday leave shall not be accrued except as may be provided by a collective bargaining agreement.

### ARTICLE 10: SENIORITY

1. The Fire Chief shall establish a list showing seniority based on full-time continuous service with the District and full-time continuous service in his/her current position within the District, and it shall be brought up to date annually and will be emailed to all District employees via District email.

2. Seniority shall be based on total full-time continuous service within the District, except as otherwise provided in this Agreement.
3. A break in service of less than ninety (90) days or a break in service due to a personnel reduction shall not be considered as a break in continuous full-time service but shall not count toward full-time service.

#### ARTICLE 11: NON DISCRIMINATION

Employer and Union mutually agree to comply with NRS 288.140: Right of employee to join or refrain from joining employee organization; exceptions; discrimination by employer prohibited; limitations on nonmember acting on own behalf; and NRS 613.330: Unlawful employment practices: Discrimination on basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin; interference with aid or appliance for disability; refusal to permit service animal at place of employment. This Article is not subject to the grievance procedure.

#### ARTICLE 12: SAFETY AND HEALTH

1. A joint Safety Committee composed of two (2) representatives of the Union and two (2) representatives of management shall be established within thirty (30) workdays of signing of this Agreement. Each party shall also designate one (1) alternate.
2. The Committee will meet in a timely manner whenever a member notifies the chairman of the existence of a safety hazard.
3. There will be a first meeting of the Committee to establish the rotation procedure for the chairman.
4. If a majority of the Committee certifies the existence of a safety or health hazard and a majority certifies that adequate action has not been instituted and the Fire Chief fails to take corrective action, a report of the hazard may thereafter be made to OSHA or any other appropriate state or federal agency.
5. The Employer shall pay for a complete physical examination, including but not limited to, the physical examination set forth by NFPA, ANSI, and NRS 617. All Employees must have these physical examinations.
6. A copy of the results of all physical examinations will be placed in the Employee's health file located in the Human Resources Department. Progress regarding any conditions the examining physician reports needing to be resolved shall be monitored by the District with subsequent physical examinations as reasonably necessary. Such subsequent necessary physical examinations, but not treatment, must be paid for by the Employer.
7. The Employer shall provide adequate physical fitness equipment as resources permit per the recommendations of the Safety Committee.

8. The Employer and represented Employees shall comply with all laws, including Nevada OSHA, regulations, and ordinances relating to the Fire District.
9. Recognizing issues of safety related to the Fire District, all personnel working on the line shall meet the same standards, including but not limited to NFPA, ANSI, NRS and NAC.

#### ARTICLE 13: BULLETIN BOARDS

1. The Union may post notices involving Union business in the location and manner such notices are presently posted. All items to be posted on the bulletin boards must be signed by the Union President.
2. If the Union wishes a separate bulletin board, it may furnish and install a reasonably sized bulletin board (not to exceed four [4] square feet) in a location having reasonable access and visibility at all career fire stations.

#### ARTICLE 14: WORK RULES

1. The Employer may adopt rules and regulations consistent with the Nevada Revised Statutes and this Agreement. In addition to any other legal requirements (including NRS 288), no rule, regulation, or amendment or cancellation thereof shall become effective until discussed with the Union President to receive input prior to implementation. Where a change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request of the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.
2. The parties agree that all directives, bulletins, policy procedures, operational notices, and other materials relating to the Fire District's operational policies and procedures shall be issued in a manner of proper index, consecutive number and date of issue and located in an area designated for such material. Said information shall be updated as needed.
3. A Forty Hour Employee cannot be reclassified as a fifty-six (56) hour per week Line Employee without, participating in an approved hiring and testing process for a recognized (56) hour per week Line Employee position. Fifty-six (56) hour employees cannot be reclassified as forty hour employees without participating in an approved hiring and/or testing process.

#### ARTICLE 15: UNION BUSINESS

Union business will comply with NRS 288. Representatives of the Union and its affiliates will be permitted to transact Union business on District property, provided that this shall not disrupt normal work. The Employer may require Union business to be conducted only during non-paid time, such as before work and after work, during breaks, and/or at lunchtime. Union business may only be conducted in common areas and/or designated Employee break areas. Designated representatives of the Union shall be allowed to receive telephone calls or other communiqués

concerning Union business at any time during working hours. The Union shall have the right to use the interoffice mail for Union business. District email may be used internally to conduct Union business, but it shall be limited to all parties to this Agreement and subject to established District policies. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon.

The Union may use the District's buildings for meetings if such use does not interfere with the operations of the District. The permission of the Fire Chief or his/her designee must be obtained before any meeting, but such permission may not be unreasonably withheld.

The Union acknowledges and agrees that the Union shall be solely responsible for the opening, closing, and securing of District buildings used by the Union for Union meetings. The Union acknowledges and agrees that the Union shall indemnify, defend, and hold the Employer harmless for any damages incurred and against any claims made or actions initiated against the Employer as a result of the Union's use of District buildings for Union meetings.

#### ARTICLE 16: UNIFORM ALLOWANCE

1. The Employer shall provide two (2) sets of structural firefighting pants, turnout coats, boots, gloves, hood(s), and gear bags, one (1) helmet, one (1) flashlight, and whatever standard safety equipment needed by the Employee and agreed to by the Safety Committee. The employer shall provide 2 sets of wildland pants, wildland shirt, and wildland gloves. In addition, the Employer will replace turnouts and safety equipment on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated.
2. The uniforms, turnouts and safety equipment will conform to all current safety standards such as, but not limited to, NFPA, OSHA, NIOSH and FEMA, etc.
3. The Employer shall provide each Employee a uniform allowance of one thousand and one hundred dollars (\$1,100) for each year of this Agreement. Each yearly allowance shall be paid in two (2) equal lump sum payments, one on the first pay period in June of each year and the second on the first pay period of December of each year.
4. The Employer shall provide two (2) washers and one (1) dryer at each career staffed station. One washer shall be designated for non-contaminated items, and one washer shall be designated for contaminated items.
5. The Employer shall be responsible for the cleaning of all uniforms contaminated by any materials requiring decontamination that are not replaced as provided in Section 1 of this Article.
6. The Employer shall reimburse the Employee for the cost of repairing or replacing personal property which is lost, damaged, or destroyed at fires or related emergencies in the performance of his/her duties. The reimbursement shall be made within thirty (30) days

from approval of the claim. The list of personal property shall include and be limited to prescription eyeglasses, including non-disposable contact lenses, watches, and multi-purpose tools (e.g., Leatherman, Gerber).

7. Any claims will be submitted to the Safety Committee for review and approval or denial. Reimbursement amounts shall be limited to one hundred twenty-five dollars (\$125.00) per claim for prescription eyewear; fifty dollars (\$50.00) per claim for watches and multi-purpose tools; and two hundred fifty dollars (\$250) in aggregate within the contract year.

#### ARTICLE 17: LEAVE FOR CIVIC DUTIES

Temporary Leave at full wages will be provided to the employee for jury duty, court appearances, and administrative proceedings arising out of the employee's employment with the District and for selective service examinations. An employee who is subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment with the District, and which appearances occur outside his/her regularly scheduled shift, shall be paid one and one-half (1.5) his/her regular rate of pay for the time spent at such appearances.

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

1. Require the person to use sick or annual leave; or
2. Require the person to work:
  - a. Within 8 hours before the time at which the person is to appear to jury duty; or
  - b. If the person's service has lasted for 4 hours or more on the day of his/her appearance in a jury duty, including the person's travel time to and from the place where court is held, between 5:00 p.m. on the day of his/her appearance for jury duty and 3:00 a.m. the following day.

The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reason of the appearances described above and pay such fees, except travel mileage and expense reimbursement that was not covered by the employer, to the Storey County Treasurer within 5 working days of receipt, to be deposited by the applicable fund of the District.

Annual leave may be taken by the employee for court appearances or administrative proceedings, not related to employment with the District and not related to jury duty, in which the employee is a party or a witness.

An employee shall not receive pay from the employer for missed work time associated with court appearances in matters to which the employee is a party or is to serve as a witness for a party who has filed an action against an employer. The employee may, however, choose to use his/her annual leave.

#### ARTICLE 18: SERVICES CONNECTED DISABILITY

All eligible members shall be covered by a workers compensation program of the District's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS 616) and the Nevada Occupational Disease Act (NRS 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

1. In the event an Employee is absent from work due to a service-connected disability, approved pursuant to NRS 616 or 617, a supplemental amount from the District will be provided which would cause the total amount received by the Employee from the service-connected disability and the District to equal his/her salary at the time of his/her disability. The supplemental compensation will start from the first day of absence or illness, but shall not exceed 60 calendar days for the same incident. During this period, the Employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for the supplemental compensation from the District.
2. During the period when supplemental compensation is provided, the Employee will accrue sick and annual leave benefits as if s/he were in full-pay status. Further, during such period, the District will continue its full contribution toward the Employee's group medical insurance coverage, including his/her spouse and/or family as provided for otherwise in this Agreement.
3. It is the intent of the District to pay on-the-job injured employees (as outlined in this section) the difference between full biweekly wages and that provided pursuant to NRS 616 and 617 covering the period enumerated in Section 1 of this Article. No supplemental benefits shall be paid until after the employee's lost-time benefit check has been deposited with the Storey County Treasurer.
4. If an Employee who is entitled to disability compensation has not completed his/her probationary period, or if an Employee who has received supplemental compensation for the maximum 60 calendar days is unable to return to work, s/he may elect to utilize accrued sick leave, during which period the Employee shall receive compensation from the District as provided by NRS 281.390. If the Employee is receiving no compensation for time missed from work through the workers' compensation program, the Employee must use leave benefits to fully account for any absence.
5. When accrued sick leave has expired, if the Employee is still unable to work and the Employee is receiving compensation for time missed from work through the workers' compensation program, s/he will be permitted to use his/her accrued annual leave as sick leave. Subsequent to the expiration of both the Employee's sick and annual leave, provided that the Employee has so elected to use his/her annual leave as sick leave, the Employee's compensation will be limited to that provided by NRS 616 or 617 and the Employee will be placed in a leave without pay status. However, through written justification to the Personnel Director, exceptions to this Article may be approved by the Fire Chief in-writing with written notice to Personnel Director.
6. As a result of a licensed physician's evaluation and prognosis, it appears that the Employee will not return to his/her regular District job within a 12-month period, the District may

require a medical separation. Medical separation appeals of Employees covered by this Agreement shall be handled in accordance with the procedures set forth in Article 24 Grievance Procedures.

#### ARTICLE 19. MILITARY LEAVE

Any Employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard, or Marine Reserves shall continue to receive paid military leave as prescribed by NRS 281.145, and any benefits as provided by the Uniform Services Employment and Reemployment Rights Act (USERRA) of 1994.

Employees may choose to use accrued annual leave before taking leave without pay. The Employer cannot require that annual leave or other personal leave be used. Employees returning from Military Leave are entitled to any benefits determined by seniority that they had when their Leave began and to any benefits which would have accrued had they remained continuously employed. This includes, for example, merit step and seniority. The Employer shall count the years of Military Leave as if they were years of actual work to determine the accrual rate of Annual and Sick Leave and to determine the rate of pay if the rates are based on seniority. Employees do not accrue Annual and Sick Leave while on Military Leave unless other Employees, including those outside of the bargaining unit, are allowed to do so.

The Fire District shall follow the provisions for leave as outlined in NRS 281.145

The employee must provide the Fire Chief call-to-duty orders documentation within one shift of receipt of the order, unless the order calls the employee to duty in less than that time.

Bargaining unit members may donate accrued annual leave to any military member who is at the time on active duty and who has exhausted his/her allotted military time under the USERRA and NRS 281.145.

#### ARTICLE 20: POLITICAL ACTIVITY

1. Employees may engage in political activity that is not prohibited by state laws.
2. Employees will not engage in political activity while on duty or in uniform. Political activity, for the purposes of this section of Article 20, is activity to elect or defeat any candidate, political party or ballot issue.
3. Applicable state and federal laws shall be followed when allowing Employees to vote in the electoral process.

#### ARTICLE 21. RETIREMENT

The Employer will pay all retirement contributions for Employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of Chapter 286 of NRS in respect to "Early Retirement."

If there is a PERS increase during the term of this contract (post July 1, 2020) said increase will be shared equally between the District and the Union members in accordance with NRS 286.421

(3) (a) (1). The Union members portion will be covered by reducing agreed upon chart increase by 50% of the PERS increase.

## ARTICLE 22: PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION

Progressive and corrective disciplinary action is designed to provide a fair and structured way for Employees to improve their job performance and/or behavior which do not meet the standards or demands of their position and to provide a system for fair and equitable treatment of those Employees who will not or cannot bring their performance up to expected standards without such structure.

1. It is the policy of the Employer, through a progressive and corrective discipline system, to give Employees an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. An Employee may be summarily dismissed (i.e., instant dismissal without notice) only in the event of gross misconduct or as circumstances warrant. The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior, and the measures utilized will be commensurate with the deficiency to be corrected.
2. Progressive and corrective disciplinary action may begin at any of the steps defined in this section, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions.
  - a. Undocumented Verbal Warning – An undocumented verbal may be given to the Employee for the first occurrence of a minor offense.
  - b. Documented Verbal Warning/Reprimand - A verbal warning or reprimand is given to the Employee for the first occurrence of a minor offense. The warning is administered by the Employee's immediate supervisor or the Fire Chief.
  - c. Written Warning/Reprimand - A written or formal warning is given to the Employee in the first instance of more serious offenses or after repeated instances of minor offenses. The warning is administered by the Employee's immediate supervisor or the Fire Chief. It states the nature of the offense and specifies any future disciplinary action which will be taken against the Employee if the offense is repeated within a specified time frame. A copy of the Written Warning/Reprimand and corresponding documentation are placed in the Employee's master personnel file. The Written Warning/Reprimand and corresponding documentation shall remain in the Employee's master personnel file for no less than fifteen (15) months, after which the records may be removed from the Employee's personnel file upon written request of the Employee directly to the Fire Chief, and validation of the Human Resources Director. The Employee is required to read and sign the formal warning and may attach a rebuttal which will be placed in the employee's personnel file along with the formal warning.
  - d. Suspension Without Pay:
    - i. If the seriousness of the offense warrants or despite previous warnings an Employee still fails to reach the required standards in the specified time



The Employee may be accompanied by a Union representative should the Employee decide to meet with the Fire Chief to review the charges. The Employee shall be given an opportunity to state his/her position as to whether there are true and reasonable grounds for the proposed action.

The discipline may be postponed to allow for the consideration of evidence the Employee produced and/or for further investigation of the Employee's response.

5. Appeals of Disciplinary Actions - Within ten (10) days of the date that disciplinary action of Suspension Without Pay, Involuntary Demotion, or Dismissal is implemented by the Fire Chief, the Union may appeal said disciplinary action to Arbitration as provided in Article 24 Grievance Procedure 3. Formal Levels, (c) Level 3.
6. Failure of the District or its designee to follow the steps or procedures outlined in this Article may be cause to file a grievance pursuant to Article 24 of this Agreement.

#### ARTICLE 23: PERSONNEL FILES

1. The Employer will maintain a personnel, training, and medical file on each Employee. The Employer shall maintain only one (1) set of these files on each Employee; personnel and medical files shall be maintained by the Human Resources Department. Training files shall be maintained by the Fire District. Individual health-related information for the Hazardous Materials (Haz-Mat) response units shall be maintained on those units, provided the Employee agrees, in-writing.
2. Any Employee has the right to review his/her personnel file and/or health file upon request in the Human Resources Department. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file and/or health file. However, an Employee may, with a notarized release form, permit his/her personnel file and/or health file to be reviewed by a party so authorized, upon written request to the Human Resources Department.
3. Employees are encouraged to request placement in their files of any educational or other accomplishments that serve to recognize an achievement bearing on both the Employee and the Employer. A denial of such request and reason for the denial shall be provided to the Employee in-writing.
4. Except as provided in Section 2 of this Article, only those people working in the Human Resources Department, the Fire Chief, and those people in the immediate chain of command of the Employee, as authorized by the Fire Chief, shall have access to an Employee's files. In addition, the Employer's authorized attorney/attorneys shall have the right to access an Employee's files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the Employee.

5. Any person accessing an Employee's files shall sign a file entry roster unless the access is the normal day-to-day access made by employees working in the Human Resources Department.
6. Any derogatory information shall be signed by the Employee. Such signature shall serve as acknowledgement of receipt only. An Employee's refusal to sign should be witnessed by a third party.
7. Any Employee under this policy, upon reviewing his/her personnel file and/or health file, who finds inaccurate or misleading material, may prepare and present to the Fire Chief a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file and/or health file. Consultation with and approval from the Fire Chief is required prior to any action to remove material, that is not health-related, from a personnel file.
8. If requested by the Employee, the Union shall be notified, within three (3) working days, of any disciplinary materials placed in an Employee's files.

#### ARTICLE 24: GRIEVANCE PROCEDURE

1. Definitions:
  - a. Grievance: A Grievance is a claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, and policies of the Employer governing matters within the scope of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.
  - b. Grievant: A Grievant is an Employee or a group of employees who are covered by the provisions of this Agreement and who believe that they have been adversely affected by an act or formal decision of the Employer occasioning the Grievance, and who file a Grievance. The Union may be the Grievant if an act or formal decision of the Employer which is alleged to be a Grievance directly relates to a Union activity provided for in this Agreement.
  - c. Day: Shall mean a weekday, Monday through Friday, excluding holidays.
2. Grievance Levels: The following formal Grievance Levels shall apply if informal discussions and attempts to resolve the matter between the Employee or Union and the immediate Supervisor are not successful. Disciplinary actions described in Article 22 Section 5 are not subject to Grievance Levels 1 and 2 of this Article, but shall immediately proceed to Level 3 of this Article.
  - a. Level 1. Within ten (10) days of the event giving rise to a Grievance or from the date the Employee(s) could have reasonably been expected to have had knowledge of such event, the Employee(s) or Union may file a written Grievance with the directly

involved duty officer. The statement shall contain a statement describing the Grievance, the specific section(s) of this Agreement allegedly violated, and the remedy requested. The duty officer may have a meeting with the Grievant and, within ten (10) days of receiving the Grievance, give a written answer to the Grievant and forward the Grievance and the answer to the Fire Chief.

- b. Level 2. If the Grievant is not satisfied with the written answer at Level I, the Grievant or the Union may, within ten (10) days from the receipt of such answer, file a written appeal to the Fire Chief. Within fifteen (15) days of receipt of the written appeal, the Fire Chief or his/her designee, shall investigate the Grievance, which may include a meeting with the concerned parties, and give a written answer to the Grievant.
- c. Level 3. Should the Grievant or Union wish to appeal the Fire Chief's decision, a written notification requesting Arbitration must be served upon the District within ten (10) days of the Fire Chief's decision.
- d. With the consent of the parties, expedited Arbitration may be used.
- e. The parties agree to solicit a list of seven (7) professional neutrals with public sector experience from the American Arbitration Association (AAA) and alternatively strike names from such list until one name remains. That remaining person so selected shall serve as the Arbitrator. For the first Arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. Arbitrations shall be conducted in accordance with AAA rules.

3. Arbitration Costs. 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 will be required to specify the payor of costs.
- c. If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.

4. Arbitrator Decision. The Arbitrator's decision shall be final and binding upon both parties. The arbitrator shall not have the power to modify, amend, or alter any terms or conditions of this Agreement.

5. General Provisions.

- a. If a Grievant fails to carry his/her Grievance forward to the next Level within the prescribed time period, the Grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- b. If the District fails to respond with an answer within the given time period, the Grievant shall have the right to appeal to the next higher step.
- c. Time limits and formal levels may be waived by mutual written consent of the parties.
- d. Nothing contained herein shall preclude an Employee, with or without representation, from bringing a problem not covered herein through the chain of command to the Fire Chief.

ARTICLE 25: BENEFITS INSURANCE

1. Employee eligibility for health insurance benefits shall commence 60 days after hire, and to the first day of the next month.
2. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full- Time Employees. The Employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than thirty (30) hours\* per workweek. Employees working 30 hours or more are eligible for benefits equaling that provided to regular full-time employees. Employer agrees to pay \$40,000 in Life and Accidental Death and Dismemberment (AD&D) for the employee for the term of this Agreement.

\*The federal Affordable Care Act (ACA) requires that employees working an average of 30 or more hours per week be eligible for health benefits coverage.

3. Employer agrees to pay eighty percent (80%) of the monthly premiums for health insurance base plan for the Employee's dependents (up to age 26) and eighty percent (80%) for the employee's spouse who is not eligible for government-sponsored (e.g., Medicare, Medicaid, Veterans Administration) or employer-sponsored health insurance coverage. If the Employee's spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty (50%) percent of the cost of the spouse's coverage. The District agrees to pay one hundred percent (100%) of the cost for dental insurance of the employee's dependents and spouse.
  - a. Each Employee shall provide on a District-provided affidavit to the HR office annual

certification stating whether his/her spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage.

4. As allowed by law and without federal penalties to the employer, an Employee may opt out of Employer-paid health insurance coverage and accordingly may receive fifty percent (50%) of the premium that the Employer would have paid for Employee only base plan coverage. Premium percentage will be paid to the employee via payroll once per month and will be considered taxable income. Any employee opting out of health benefits coverage must complete an employer-provided affidavit stating that the employee and his/her tax-family (e.g., spouse and dependents) will maintain minimum essential health coverage, other than coverage purchased in the individual market and Medicare, as required by the Affordable Care Act. No payment will be made if the Employer has reason to know that Employee or any other member of his/her expected tax family does not have, or will not have, the required alternative coverage. The Employee must also acknowledge that, in the event s/he no longer meet the criteria set forth above, s/he will no longer be eligible for payment from Employer and will immediately notify the Human Resources office. Failure to notify Human Resources will lead to cost recovery from the employee.
5. The Employer shall offer Retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the Employer regardless of the insurance provider elected by the Retiree to provide coverage; however, the Employer's responsibility for payment shall be capped at the amount the Employer would be required to pay if the Retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP). Retirees not electing coverage with the insurance provider designated under PEBP shall be responsible for the payment of any excess difference in cost for the coverage elected. Employer contributions to retiree coverage will stop at age 65 or when the Retiree becomes eligible for Medicare Part A and Part B.
6. Legal Liability - NRS Chapter 41 shall apply to represented employees, as appropriate.
7. Employees may elect to cash out up to 56 hours of accrued sick leave annually as a HSA contribution, provided they maintain 240 hours in their sick leave bank. This election takes place twice annually in the second full pay period in June and December. Signed request must be submitted with the employee's timecard. Total annual contributions to the HSA cannot exceed limits outlined within law.
8. The District will provide a subscription to an air ambulance service for all District employees at no cost to the employee.
9. Each employee, on an eligible plan, shall receive an annual preload of \$500.00 into their HSA, to be paid out in the first pay period of each fiscal year. Employees who are not currently enrolled on the District insurance program shall not be entitled to this preload. Any employee who joins the District plan after July 1<sup>st</sup> will not be eligible until the following July 1<sup>st</sup> for the \$500.00 preload.

#### ARTICLE 26: PAYROLL DEDUCTIONS

1. The Employer agrees to deduct biweekly dues in the amount certified to be current by the Treasurer of the Union from the pay of those who individually request in writing that such deductions be made. The Employer will not honor any blanket request by the Union for payroll deductions.
2. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by the deposit of said deductions to the bank account of the Union, the bank to be designated by the Treasurer of the Union, as soon as reasonably possible after the end of the pay period in question.
3. This authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement, provided, however, individual Employees may rescind a request that dues be deducted at any time, and such written revision will be honored by the Employer.
4. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of any action taken or not taken by the Employer in good faith under the provisions of this Article.
5. The Employer agrees to provide an automatic payroll check deposit program. Those Employees wishing to participate in this program will have the net amount of their paycheck automatically deposited to their bank account. This automatic deposit will be submitted no later than Friday morning of the payday week. Automatic deposits can be made by the Employer to any bank or savings and loan with a bank routing number. On payday, instead of a paycheck, participating Employees will receive a voucher detailing their gross pay, deductions, sick and vacation hour balances, and number of hours at the given pay rate.
6. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an Employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

#### ARTICLE 27: EDUCATION AND DEVELOPMENT

An Employee will be reimbursed for education training courses in accordance with this Article and District Policy.

1. The training must be related to the required skill or education for the Employee's current position or to a logical career path with the Employer.

2. Only bargaining unit Employees will be eligible for reimbursement for course work after successful completion of the employment probationary period. Further eligibility may be determined by the Fire Chief in accordance with the District's training program.
3. Employees will be reimbursed up to Two Thousand, Two Hundred and Thirty Dollars (\$2230.00) per fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship, or grant-in-aid.
4. Any education reimbursement funds not used by the beginning of the fourth quarter (April 1<sup>st</sup>) of the fiscal year will be placed into a pool that may be drawn upon by Employees who have exhausted their education reimbursement funds for the current fiscal year, up to a max of an additional Five Hundred Dollars (\$500.00). In order to draw from the education reimbursement fund pool, the Employee must apply and receive approval by the Fire Chief or their designee on or after April 1<sup>st</sup>. If an employee receives the additional Five Hundred Dollars (\$500.00) reimbursement, that additional Five Hundred Dollars (\$500.00) must be used before the end of the fourth quarter (June 30<sup>th</sup>) of the fiscal year. No reimbursement funds issued in the current fiscal year will carry-over into the subsequent fiscal year.
5. Reimbursable expenses shall be restricted to tuition and course fees. Lodging (based on GSA per diem or District policy for current year) and travel (mileage reimbursement based on current GSA category "If use of privately owned automobile is authorized or if no Government-furnished automobile is available" or District policy for the current fiscal year) will be reimbursed if the training class is in the interest of the District. While courses shall be normally taken on the Employee's own time, exception may be granted by the Fire Chief, in which case hours from work will cause no adverse impacts to his/her duties and other Employees in the workplace, and which hours from work must be deducted from earned Vacation or Training leave or be recorded as an unpaid excused absence. All training subject to reimbursement must be approved by the Fire Chief or their designee.
6. Employees shall be allowed to use a portion of their Two Thousand, Two Hundred and Thirty Dollars (\$2230.00) Education and Development reimbursement allotment to attend a maximum of six (6) units (typically two courses) per fiscal year with prior approval of the Fire Chief. These courses must be taken from an accredited college or university and count towards a degree program consistent with their current position, or to a logical career path within the fire service. These may include, but are not limited to, English, Math, Humanities, Science, Engineering, Business Administration, Public Administration, Emergency Management, or any fire service-related course of study. This is a reimbursement process in which Employee is responsible for providing proof that they completed the class with a minimum grade of "B" eighty (80%).
7. To obtain reimbursement, the course must be taken from a recognized and accredited college, university, or training institution. The Employee shall provide valid evidence that s/he completed the course with a minimum grade of "B" eighty (80%). If the course is of a nature that no grade is given (i.e., pass or fail), the Employee must provide to the Employer a certificate of completion or other valid documentation showing satisfactory passage of the courses.

8. The employee shall receive the regular rate of pay during training and education which takes place during the employee's regular schedule shift period and otherwise as required by the federal Fair Labor Standards Act (FLSA).
9. All bargaining unit members shall be eligible to receive up to forty-eight (48) hours of Training leave per fiscal year. Training leave shall only be used for high hazard trainings (e.g., rope rescue, hazmat, live-fire, etc.) and only during hours in which the high hazard training occurs. Training leave must be approved by the training division prior to the member participating in the training.

#### ARTICLE 28: PERSONNEL REDUCTION

In the event of a personnel reduction in accordance with Article 2 of this Agreement, such reduction shall be affected as follows:

1. The Employee with the least seniority in the affected classification shall be laid-off first.
2. Any Employee being laid-off shall have the option of accepting a voluntary demotion to a lower classification within the District, provided the employee has occupied the lower class with the District.
3. If an Employee being laid-off elects to accept a voluntary demotion, then the Employee in the lower classification with the least total seniority with the Fire District shall be laid-off, and, if the demoted Employee has the least total seniority with the Employer, s/he will be the one to be laid-off. An Employee who accepts a voluntary demotion shall be placed at a step in the salary range that is closest to his/her current salary. However, in no instance shall an Employee be paid more than the top of the salary range of the lower job class.
4. The laid-off Employee shall remain on a recall list for two (2) years following the date of lay-off, provided, however, the laid-off Employee shall be removed from the recall list if the laid-off Employee fails to report for duty within fifteen (15) working days of certified mailing of notice of recall to Fire District employment.
5. No new Employee shall be hired, subject to Section 4, until the last-laid off Employee has been given the opportunity to return to work.

#### ARTICLE 29: ACTING IN A HIGHER CLASSIFICATION OR DUAL-ROLE CAPACITY.

1. When a Firefighter is assigned by the Fire Chief or Fire Chief's Designee to temporarily fill a Captain vacancy, the Firefighter shall be entitled to five percent (5%) of his/her base pay for the time served in acting classification. A Firefighter assigned to an engine on off-district assignments as an Engine Boss shall receive the same five percent (5%) to his/her base pay during the time of the assignment.

2. A Captain may be assigned by the Fire Chief or Fire Chief's Designee to fill the role of Battalion Chief when a normally scheduled Battalion Chief is unavailable. In such instances, the Captain shall be entitled five percent (5%) of his/her base pay for the time served in acting classification.
3. A Fire Inspector may be assigned by the Fire Chief or Fire Chief's Designee to fill the role of Fire Marshall in his/her absence. Only a Fire Inspector with the required qualifications of the Fire Marshall, can be assigned to fill the role of Fire Marshall and shall be entitled five percent (5%) of his/her base pay for the time served in acting classification.
4. Fire Inspector shall not be eligible to fill the role of Captain, "Acting" Captain, Battalion Chief or "Acting" Battalion Chief.

#### ARTICLE 30: STRIKES AND LOCKOUTS

1. Neither the Union nor any Employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer; slow down or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or on any other intentional interruption of the operations of the Employer regardless of the reason for so doing.
2. The Employer will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.

#### ARTICLE 31: SHIFT TRADES

1. Represented Employees may request to trade shifts in the event that it does not interfere with the operation of the Fire District. Employees who trade shifts must occupy the same job classification and otherwise be qualified to perform the duties of the job class.
2. No obligation, financial or otherwise, shall accrue to the Employer on account of such shift trades. Therefore, hours worked by an Employee working a shift as the result of a shift trade shall be excluded from any overtime calculation. However, the regularly scheduled Employee shall be compensated as if s/he had worked his/her normal schedule for the traded shift.
3. Where overtime is required as the result of an Employee's inability to fill a shift trade, the Employee failing to fill a shift shall have his/her annual leave balance reduced up to twenty-four (24) hours, or up to thirty-six (36) hours if overtime payment is required.
4. Three-way shift trades are prohibited except under emergency conditions, as determined by the Supervisor.
5. Employees shall be permitted to take a maximum of 480 hours off of shift trade per calendar year. Shift trades shall not interfere with the operation, administration, or safety of the Fire District.

6. Nothing herein shall be construed to diminish the Employer's management rights under NRS 288 or the Management Rights clause hereof.
7. Probationary employees shall not be granted shift trades during the first 6 months of employment without prior approval of the Fire Chief.
8. A shift trade is only permitted upon documented approval by the Fire Chief or his/her designee.

#### ARTICLE 32: DEATH IN FAMILY

An Employee shall be granted up to four (4) shifts off for a total of 96 hours with pay per occurrence without loss of any accrued time to attend a funeral and tend to family affairs for a family member within the first degree of consanguinity or affinity (Appendix A).

#### ARTICLE 33: POLYGRAPH EXAMINATIONS

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 polygraph examinations. Testimony regarding whether an Employee refused to submit to polygraph examination shall be confined to the fact that, "The Storey County Fire Protection District does not compel personnel to submit to polygraph examinations." This Article, however, does not apply to applicants in the hiring process.

#### ARTICLE 34: AMENDING PROCEDURE

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

#### ARTICLE 35: PREVAILING RIGHTS

1. All previous benefits, including hours, wages and working conditions that are matters within the scope of mandatory bargaining, enjoyed by the Employees, but are too numerous to mention or write in this contract, will not be diminished without mutual consent of the parties.
2. There will be no change in any Article or subject matter covered by this Agreement without the mutual consent of the parties.
3. There will be no change in any matter within the scope of mandatory bargaining without negotiations as required by NRS 288 and mutual consent of the parties during the term of this Agreement.

#### ARTICLE 36: COMMUNICABLE DISEASE

1. In the event an Employee covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, s/he 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.
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 tests, and Bodily Substance Isolation (BSI) such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. The use of BSI shall be required by a supervisor if it appears the nonuse 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 or his/her refusal to use BSI. This does not waive the Employee's rights under Workers' Compensation.

#### ARTICLE 37: TRANSFER OF FUNCTION

1. The District agrees to negotiate with the Union to the extent and under the provisions of NRS 288, the impact and effect upon represented Employees of consolidation or any other form of placement or transfer of its Fire District services prior to or upon any decision to consolidate or any other form of placement or transfer. Nothing in this Article will prevent the District from making any decisions to consolidate or any other form of placement or transfer to another entity.
2. The District will notify the Union by telephone the next workday of any decisions regarding consolidation or any other form of transfer or placement. A written notice will also be sent to the Union within five (5) days of the decision. For purposes of this Article, a day is defined as Monday through Friday, excluding Saturday, Sunday, and holidays.
3. This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise in the location or place of business of either party.

#### ARTICLE 38: SAVINGS CLAUSE

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

2. Should any provision of this Agreement be found to be in contravention of any federal or state law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

#### ARTICLE 39: LEAVE OF ABSENCE

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

1. In all cases, the District's Family and Medical Leave Act (FMLA) Policy shall apply as a minimum, if applicable.
2. Leaves of absence with pay may be granted for medical purposes. Use of accrued Sick Leave (leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) workdays' duration, it becomes a medical leave of absence and must meet criteria for leave of absence as well as criteria for general use of Sick Leave. A doctor's statement may be required when applicable. Upon exhausting accrued Sick Leave, an Employee may request a medical leave without pay.
3. Leaves of absence without pay may be granted by the Fire Chief and Personnel Director for medical disability when an Employee has exhausted paid Sick Leave or for personal reasons. Policies regarding each are as follows:
  - a. Medical - Medical leaves of absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption. Medical/disability leaves of absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of 180 calendar days.
  - b. Personal - Leaves of absence without pay for purposes other than medical/disability may be granted at the discretion of the Fire Chief
    - i. An Employee who requests a leave of absence for Vacation or similar purposes is required to exhaust accrued Vacation time prior to the start of an unpaid leave of absence of more than five (5) workdays. An Employee who requests a leave of absence for personal emergency or similar purposes is not required to exhaust Vacation time prior to the leave. Whether the reason for the leave of absence requires prior use of accrued Vacation shall be at the Fire Chiefs discretion. However, in all cases where a leave in excess of ninety (90) calendar days is requested, Vacation accrual must first be exhausted.
    - ii. Personal leaves of absence without pay may be granted for a maximum of six (6) months.
4. Effect of Leave of Absence without Pay on Employee Benefits

- a. Time spent on an unpaid leave of absence of over thirty (30) calendar days will not be counted as time employed in determining an Employee's eligibility for benefits that accrue on the basis of length of employment.
- b. An Employee on an unpaid leave of absence of over thirty (30) calendar days shall not be entitled to receive District-paid group insurance premiums, but is entitled to assume the premium payments if the insurance policy allows. The Employee must agree in writing to assume the premium payment.
- c. Upon notifying the District of his/her intention to return to employment, an Employee shall be reinstated to his/her original job.
- d. Upon return from any unpaid leave of absence over thirty (30) calendar days, the Employee's anniversary date will be adjusted by the amount of time out of pay status.

5. Procedures and Responsibilities

- a. Employee - Employees seeking a leave of absence are required to:
  - i. Notify the Fire Chief as far as possible in advance of the need for a leave of absence.
  - ii. Obtain and complete an "Absence Request" form and submit it for approval to the Fire Chief (forms available from Human Resources or Supervisor).
  - iii. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc. (if applicable).
  - iv. If approved during the leave, maintain contact with the District regarding prognosis and/or possible return date. Notify supervisor at earliest possible date of intended date of return.
  - v. If an extension of the leave of absence becomes necessary, a written request must be submitted to the Supervisor prior to the expiration of the leave of absence.
- b. Supervisor- The Employee's Captain will review the "Absence Request" and forward it to the Fire Chief with his/her recommendation/comments.
  - i. The Fire Chief will review and act upon a request for leave of absence in consideration of the following factors:
    - 1. The purpose for which the leave is requested;
    - 2. The length of time the Employee will be away; and

3. The effect the leave will have on the ability of the District to carry out its responsibilities.
- ii. The Fire Chief may approve a leave of absence without pay of five (5) calendar days or less.
- iii. A leave of absence without pay over five (5) calendar days must have recommendation from the Fire Chief and Human Resources Director
- iv. Approved requests are forwarded to the Human Resources Department for appropriate disposition.
- v. The Captain will ensure that a properly coded time sheet is submitted biweekly to the Finance Division during the duration of the approved leave.
- vi. The Fire Chief may approve twenty-four (24) hours of leave to an Employee for emergency leave, without loss of any accrued time.

**ARTICLE 40: INCENTIVE PAY**

1. Employees will be granted incentive pay as follows:

Incentive Category	Annual Incentive Pay Rate
<b>Category 1: Education Degree</b>	
Applied Associates Degree in Fire Science	2.5% of base rate of pay
Bachelor's Degree in Fire Science, Emergency Management, Chemistry, Mathematics, Business Management, or field directly related to the duties of the employee's position	3.0% of base rate of pay
<b>Category 2: Operations Certification</b>	
Current Hazmat Technician Level Certification (Maximum of 12)	2.0% of base rate of pay
Technical Rescue Technician (see paragraph 11) (Maximum of 9)	2.5% of base rate of pay
Paramedic-Captain	2.0% of base rate of pay
<b>Category 3: Current Instructor Certification</b>	
1. CPR and First-Aid Instructor	2.5% of base rate of pay

2. Fire Service Instructor 1 / Fire Service Instructor 2	
3. EMS Instructor	
4. PALS Instructor	
5. ACLS Instructor	
6. ITLS or PHTLS Instructor	
<b>Category 4: Fitness</b>	
Meeting Annual Fitness Standards	\$1,000 annual incentive

<b>Category 5: Fire Inspector Only</b>	
Applied Associate Degree in Fire Science	2.5% of base rate of pay
Bachelor's Degree in Fire Science, Emergency Management, Chemistry, Mathematics, Business Management, or field directly related to the duties of the employee's position	3.0% of base rate of pay
Fire Service Instructor	2.5% of base rate of pay
Meeting Annual Fitness Standards	\$1,000 annual incentive
Advanced Emergency Medical Technician (AEMT)	2.0% of base rate of pay
ICC or NFPA Fire Plans Examiner (Fire Inspector 1 only) ICC or NFPA Fire Code Specialist (Fire Inspector 2 only)	2.5% of base rate of pay
Fire Investigator (IAAI)	2.5% of base rate of pay
<b>Category 6: Preceptor</b>	

Preceptor (Must hold current EMS Instructor Certification)	5.0% of base rate of pay Maximum of 240 hours
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2. Maximum Incentive: Employees are eligible to receive incentive pay for all three (3) categories as described in this Article for a total of no more than 14.5 percent of base rate of pay in annual incentive pay.
3. Category 1: Education Degree Incentive. Employees are eligible to receive incentive pay for only one (1) Education Degree subcategory. Incentive pay for Education Degree will not be compounded for those employees having multiple degrees. Associate’s Degree in Fire Science will be the only acceptable degree for incentive. Bachelor’s Degree will be acceptable if the field of study is related to the fire service, public safety, management, or other field of study directly related to the employee’s position, subject to determination by the Fire Chief.
4. Category 2: Operations Certification Incentive. Employees are eligible to receive incentive pay for all three sub-categories of the Operations Certification category. However, only a Captain may earn Paramedic-Captain incentive.
5. Category 3: Current Instructor Certification Incentive. Employees are eligible to receive incentive pay for two (2) Current Instructor Certification subcategories. Two certifications can be compounded so long as one of the certifications is Fire Service Instructor or EMS Instructor.
  - a. Employees who receive incentive pay for Current Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each year from the pay period that the incentive pay is issued to the Employee. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision. Employees receiving instructor incentive pay must submit class rosters showing that qualified instruction was delivered, and the rosters must show dates and times that the instruction was delivered and signatures of those attending.
  - b. Employees who receive incentive pay for Current CPR/First Aid Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each year from the pay period that the incentive pay is issued to the Employee. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision. Employees receiving CPR/First-Aid instructor incentive pay must submit class rosters showing that qualified instruction was delivered, and the rosters must show dates and times that the instruction was delivered and signatures of those attending.
6. Category 4: Fitness Incentive (effective 2021). Employees are eligible for a voluntary physical agility testing program to be administered no later than June 1<sup>st</sup> of each year using a set standard which will be mutually developed with the Fire Chief/Battalion Chiefs and Union representatives based upon the Nevada Peace Officers Standard Training Physical Fitness program. Three (3) separate days will be scheduled to accommodate each shift.

Battalion Chiefs and/or the Assistant Fire Chief shall administer the test and verify a passing score. All employees who successfully pass shall be entitled to a \$1,000 incentive to be paid on the first check in July. Participation in this program is completely voluntary and there shall be no reprisal or punitive action taken against any employee who does not obtain a passing score or for not participating in the testing. Only one attempt per year shall be allowed.

7. Category 5: Fire Inspector is ONLY eligible for listed incentives in Category 5. Maximum of 12.5% (percent)
8. Incentive Certification Maintenance. The purpose of incentive pay is to encourage the maintenance of certification that is in addition to the minimum qualifications of the Employee's Job Description. Re-certification in each category and/or subcategory is the responsibility of the Employee. The employer shall allow Employees to attend re-certification training while on duty as staffing permits. The employer shall pay three days maximum of overtime training, not to exceed ten (10) hours per day, for HM Technicians to attend one skills refresher and two drills per calendar year. Technical Rescue Technicians will be required to complete an annual refresher provided by the District or other training approved by the training division prior to attendance.
9. Category 6 Preceptor: Preceptor incentive is not subject to the maximum incentive cap of 14.5%. Preceptors may only receive the 5% incentive while actively assigned to precepting. Precepting incentive can only be obtained during phase 1 and 2 of the preceptee's TAP process.
10. Any fire captain promoted on or after July 1, 2023, will be required to have Fire Instructor 2 in order to receive category 3 Fire Instructor incentive. All current captains (pre-July 1, 2023) receiving category 3 will have until June 30<sup>th</sup>, 2026, to obtain Fire Instructor 2 in order to maintain receiving category 3 incentive.
11. To receive a category 2 technical rescue technician incentive, the members must have one of the following certifications: LARRO, Rope Technician, Trench Rescue Technician or Confined Space Rescue Technician.
12. Any member receiving a category 2 incentive for LARRO has until June 30, 2023, to obtain a rope technician, confined space rescue technician or trench technician in order to continue receiving that category 2 incentive.
13. Any member receiving any incentives listed in Article 40 must upload their specified certifications to Vector Solutions (or any other primary District provided training recording system).

#### ARTICLE 41. PROBATION

##### 1. Definitions

"Date of hire" is the first day actually worked in a job class.

"Date of promotion" is the first day actually worked in a job class with a higher rate of pay.

## 2. Probationary Period

- a. Probationary periods are considered as a continuation of the selection process and apply to all appointments. All classifications covered by this Agreement shall undergo a probationary period of twelve (12) months, notwithstanding the number of hours for 8-hour and 24-hour employees. An Employee who is promoted shall serve a twelve (12) month probationary period, notwithstanding the number of hours for 8-hour and 24-hour employees.
- b. Vacation, Sick Leave, and Holidays will count towards the Probationary period. Catastrophic Leave leaves of absence without pay, Suspension, or other separations shall not be considered working time. Newly hired probationary employees shall not be authorized to use Vacation or Sick Leave during their first 6 months of employment without prior authorization from the Fire Chief.
- c. Prior to the completion of the probationary period, the Fire Chief shall notify the Employee that the probationary period is being extended under this section and the length of the extension. Employees whose probationary period is extended under this section must meet the minimum hours required.
- d. An Employee who is not rejected prior to completion of the probationary period shall acquire regular status automatically.

## 3. Rejection during Probation

- a. The Fire Chief or his/her designee may terminate (reject) a probationary Employee at any time during the probationary period without cause or right of appeal.
- b. The Fire Chief or his/her designee shall notify the Employee in writing that s/he is rejected during probation. No reasons for the action are necessary.
- c. An Employee who was promoted to a vacant position with a higher pay grade and was rejected during the probationary period must be restored to the position from which s/he was promoted provided that s/he has completed twelve (12) months of continuous service with the Fire District.
- d. An Employee who is serving a probationary period as the result of a promotion may, for a six-month period from date of promotion, voluntarily demote to the position from which s/he was promoted. Such voluntary action on the part of the Employee does not require a showing of cause by the Fire Chief or his/her designee.

## ARTICLE 42: DURATION

1. This Agreement shall become effective July 1, 2023, and shall continue until June 30, 2026, except as otherwise provided below.

2. If either party desires to negotiate changes in any Article or Section of this Agreement, it shall provide the notice required by NRS 288.180.
3. The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial fact finder at any time for his/her findings. The fact finder shall make recommendations of the unresolved issues.
4. If the parties have not reached an agreement within ten (10) workdays after the fact finder's report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) workdays after the final offers are submitted, accept one of the written statements, and shall report the decision to the parties.
5. The impartial fact finder and the binding arbitrator shall be from the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Services (FMCS). The Union and the District agree to solicit a list of seven (7) professional neutrals with public sector experience from the AAA or FMCS and alternately strike names from such list until one name remains. That remaining person so selected shall serve as arbitrator. For the first arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. All hearings shall be conducted according to AAA or FMCS rules.
6. In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.

#### ARTICLE 43: ADA/AA/ADEA

1. It is recognized that the Employer must comply with the statutory provisions of the Americans with Disabilities Act as Amended (ADA/AA) and the Age Discrimination in Employment Act (ADEA). However, in complying with the provisions of the ADA/AA or ADEA, the Employer shall not violate any Federal or State statute, Local ordinance or the terms of this Agreement.
2. Should the Employer have reasonably been expected to have knowledge of or be required to change any current policy or practice in order to comply with the provisions of the ADA/AA/ADEA, the Employer will provide the Union notice as soon as possible prior to its implementation, unless otherwise ordered by a court or administrative tribunal of competent jurisdiction.

#### ARTICLE 44: HABITABILITY OF STATIONS

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

- a. Effective waterproofing and weather protection of roof and exterior walls and doors.
  - b. Plumbing facilities which conform to applicable law when installed and which are maintained in good working order.
  - c. A water supply approved under the law and capable of producing hot and cold running water, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the Employer.
  - d. Adequate heating facilities which conform to applicable law when installed and are maintained in good working order.
  - e. Electrical lighting, outlets, wiring, and electrical equipment which conformed to applicable law when installed and are maintained in good working order.
  - f. Floors, walls, ceilings, stairways, and railings maintained in good repair.
  - g. Ventilating, air conditioning, and other facilities and appliances maintained and in good repair.
  - h. All household/station appliances (refrigerator, range, dishwasher, microwave, and water purification system) shall be maintained in good repair and working order. Station 71 Virginia City shall be exempt from having a water purification system.
  - i. Sleeping mattresses shall be replaced on a rotational schedule at the end of their useful life or warranty period as indicated thereon, or after three years if no useful life or warranty is indicated thereon. The period of time in which a station is left dormant or is not in operation shall be credited toward the life of the sleeping mattresses in that station. Credit toward the useful life of those mattresses shall be counted in months.
  - j. Office furnishings office desks, office chairs, and shelving.
2. In the event that repairs and/or maintenance beyond that which is commonly performed by Employees become necessary, the Employer shall perform or otherwise arrange for the performance of such repairs and/or maintenance. Employer shall perform or arrange for the performance of remodeling as needed to maintain station in good repair and in habitable condition.
  3. The District shall budget no less than \$4,500.00 per fiscal year for tentative station and living improvements.
  4. A District and Union representative will meet to establish a list of needed items to be purchased for the new fiscal year. All requests, in addition to the foregoing, must be signed by the Union president prior to approval by the Fire Chief prior to March 1st of every year.

ARTICLE 45: LONGEVITY

1. Longevity will be paid to employees once annually after the completion of their fifth (5) year and each subsequent year following the schedule listed below:

5-10 Years of service:	\$500.00 Annually
10-15 Year of service:	\$750.00 Annually
15-20 Year of service:	\$1,000.00 Annually
20 + Years of service:	\$1,250.00 Annually

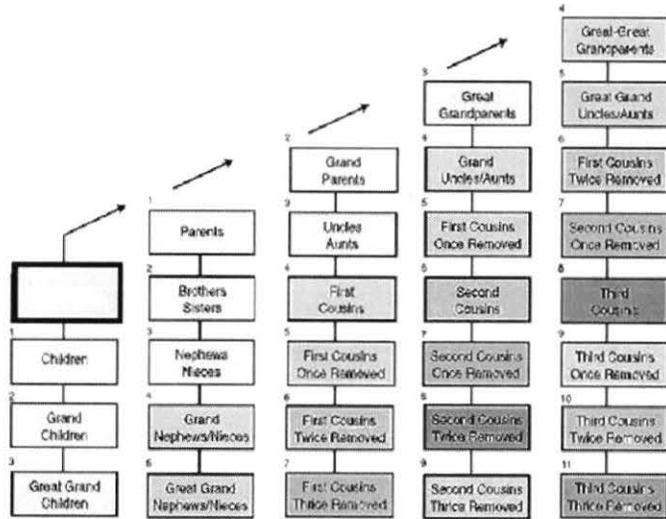
Payment will be made on the first full pay period after the employee's anniversary date.

ARTICLE 46: REOPENER

Both the Union and the Fire District have an option for a reopener, limited to one article each, for the third year of the contract, 2025/2026. The party(s) requesting the reopener must notify the other party of this request no later than February 1, 2026.

Appendix A

Consanguinity/Affinity Chart



**INSTRUCTION:**

**For Consanguinity (relationship by blood) calculations:**

Place the public officer/employee for whom you need to establish relationships by consanguinity in the blank box. The labeled boxes will then list the relationship by title to the public officer/employee and the degree of distance from the public officer/employee.

Anyone in a box numbered 1, 2, or 3 is within the third degree of consanguinity.

**For Affinity (relationship by adoption, marriage or domestic partnership) calculations:**

Place the spouse or domestic partner of the public officer/employee for whom you need to establish relationships by affinity in the blank box. The labeled boxes will then list the relationship by title to the spouse or domestic partner and the degree of distance from the public officer/employee by affinity.

Spouses are related in the first degree of affinity by marriage and domestic partners are related in the first degree of affinity by domestic partnership. For adoption and other relationships by marriage or domestic partnership, the degree of relationship is the same as the degree of underlying relationship by blood.

2023-2026 Collective Bargaining Agreement - SCFFA/Storey County Fire Protection District

Appendix B

Year 1 (2023-2024)

FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly								
FF-EMT	62,732.66	21.54	64,928.30	22.30	67,200.79	23.08	69,552.82	23.88	71,987.16	24.72	74,506.72	25.59	77,114.45	26.48
FF-P-Medic	71,076.23	24.41	73,563.89	25.26	76,138.63	26.15	78,803.48	27.06	81,561.60	28.01	84,416.26	28.99	87,370.83	30.00
Captain-EMT	84,751.40	29.10	87,717.70	30.12	90,787.82	31.18	93,965.40	32.27	97,254.18	33.40	100,658.08	34.57	104,181.11	35.78

Non-FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly												
Fire Inspector I	62,732.66	30.16	64,928.30	31.22	67,200.79	32.31	69,552.82	33.44	71,987.16	34.61	74,506.72	35.82	77,114.45	37.07
Fire Inspector II	71,076.23	34.17	73,563.89	35.37	76,138.63	36.61	78,803.48	37.89	81,561.60	39.21	84,416.26	40.58	87,370.83	42.01

Year 2 (2024-2025)

FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	65,241.96	22.40	67,525.43	23.19	69,888.82	24.00	72,334.93	24.84	74,866.65	25.71	77,486.98	26.61	80,199.03	27.54
FF-P-Medic	73,919.27	25.38	76,506.45	26.27	79,184.17	27.19	81,955.62	28.14	84,824.07	29.13	87,792.91	30.15	90,865.66	31.20
Captain-EMT	88,141.46	30.27	91,226.41	31.33	94,419.33	32.42	97,724.01	33.56	101,144.35	34.73	104,684.40	35.95	108,348.36	37.21

Non-FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly												
Fire Inspector I	65,241.96	31.37	67,525.43	32.46	69,888.82	33.60	72,334.93	34.78	74,866.65	35.99	77,486.98	37.25	80,199.03	38.56
Fire Inspector II	73,919.27	35.54	76,506.45	36.78	79,184.17	38.07	81,955.62	39.40	84,824.07	40.78	87,792.91	42.21	90,865.66	43.69

Year 3 (2025-2026)

FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	65,241.96	22.40	67,525.43	23.19	69,888.82	24.00	72,334.93	24.84	74,866.65	25.71	77,486.98	26.61	80,199.03	27.54
FF-P-Medic	73,919.27	25.38	76,506.45	26.27	79,184.17	27.19	81,955.62	28.14	84,824.07	29.13	87,792.91	30.15	90,865.66	31.20
Captain-EMT	88,141.46	30.27	91,226.41	31.33	94,419.33	32.42	97,724.01	33.56	101,144.35	34.73	104,684.40	35.95	108,348.36	37.21

Non-FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly												
Fire Inspector I	65,241.96	31.37	67,525.43	32.46	69,888.82	33.60	72,334.93	34.78	74,866.65	35.99	77,486.98	37.25	80,199.03	38.56
Fire Inspector II	73,919.27	35.54	76,506.45	36.78	79,184.17	38.07	81,955.62	39.40	84,824.07	40.78	87,792.91	42.21	90,865.66	43.69

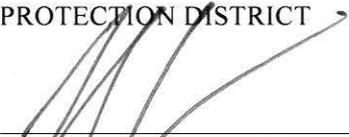
**SIGNATORIES TO AGREEMENT**

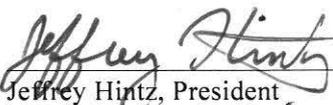
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Dated this 6<sup>th</sup> day of June, 2023

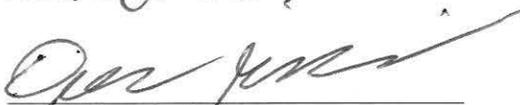
STOREY COUNTY FIRE  
PROTECTION DISTRICT

STOREY COUNTY FIRE FIGHTERS'  
ASSOCIATION, IAFF LOCAL 4227

  
\_\_\_\_\_  
Jay Carmona, Chairman

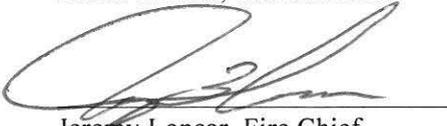
  
\_\_\_\_\_  
Jeffrey Hintz, President

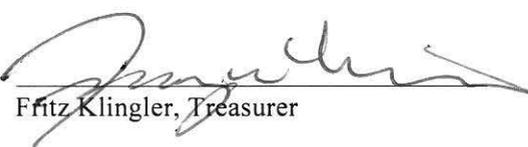
  
\_\_\_\_\_  
Clay Mitchell, Commissioner

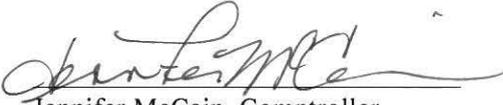
  
\_\_\_\_\_  
Derek Giurlani, Vice-President

  
\_\_\_\_\_  
Lance Gilman, Commissioner

  
\_\_\_\_\_  
Chis Ottoboni, Secretary

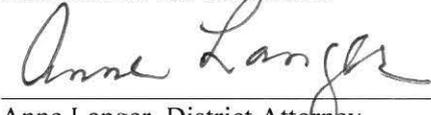
  
\_\_\_\_\_  
Jeremy Loncar, Fire Chief

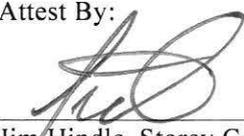
  
\_\_\_\_\_  
Fritz Klingler, Treasurer

  
\_\_\_\_\_  
Jennifer McCain, Comptroller

APPROVED AS TO FORM:

Attest By:

  
\_\_\_\_\_  
Anne Langer, District Attorney

  
\_\_\_\_\_  
Jim Hindle, Storey County Clerk/Treasurer