



Collective Bargaining Agreement

Between

Central Lyon County Fire Protection District

and

**Central Lyon County Firefighters Association,
IAFF Local #4728**

July 1, 2018 to June 30, 2023

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1 **ARTICLE 1 - PREAMBLE**

2 1.1 This agreement is entered into by and between the Central Lyon County Fire Protection
3 District, hereinafter referred to as the “District”, and the Central Lyon County Firefighters
4 Association, IAFF Local #4728, hereinafter referred to as the “Association”.

5 1.2 It is the purpose of the Agreement to achieve and maintain harmonious relations between
6 the District and the Association, to provide for equitable and peaceful adjustment of differences
7 which may arise and to establish proper standards, wages, hours and other conditions of
8 employment.

9 **ARTICLE 2 - ASSOCIATION RECOGNITION**

10 2.1 The District, during the term of this Agreement, recognizes the Association for the purpose
11 of collective bargaining as the sole and exclusive bargaining agent for non-exempt employees of
12 the Fire District engaged in Fire Suppression, Emergency Medical Services, Fire Prevention and
13 Support Services.

14 2.2 This will include the following positions:

15 Captain/Paramedic

16 Captain/EMT-Advanced

17 Firefighter/EMT-Paramedic

18 Firefighter/EMT-Advanced

19 Fire Prevention Specialist

20 Mechanic 1

21 2.3 If the official class title of any classification enumerated in the Agreement is changed or
22 altered by action of the District, the incumbents in such case would still be covered by the
23 provision of this Agreement. If any new classifications are created within the Fire District, those
24 new classifications may be included in the bargaining unit as long as the functions are less than
25 the current functions of the position of Battalion Chief and are negotiated and recognized under
26 section 2.2. Any disagreements shall be submitted to the grievance procedure for resolution.

27 **ARTICLE 3 - DURATION OF CONTRACT**

28 3.1 This Agreement shall become effective July 1, 2018 and shall continue for 5 consecutive fiscal
29 years until June 30, 2023 except as otherwise provided in 3.2.

30 3.2 This agreement shall continue in full force and effect until superseded by another agreement.

1 **ARTICLE 4 - NO STRIKE/LOCKOUT**

2 4.1 The District and the Association subscribe to the principle that differences shall be resolved
3 by peaceful and appropriate means without interruption of work.

4 4.2 During the term of this Agreement, neither the Association nor its agents or any employee,
5 for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage,
6 strike, or any other interference with the work and statutory functions or obligation of the
7 Employer.

8 4.3 During the term of this Agreement, neither the Employer nor its agents for any reason shall
9 authorize, institute, aid or promote any lockout of Employees covered by this Agreement.

10 **ARTICLE 5 - MANAGEMENT RIGHTS**

11 5.1 Management rights will be as enumerated as in N.R.S. 288.

12 5.2 Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant
13 to this chapter, a local government employer is entitled to take whatever actions may be necessary
14 to carry out its responsibilities in situations of emergency such as a riot, military action, natural
15 disaster or civil disorder. Such actions may include the suspension of any collective bargaining
16 agreement for the duration of the emergency. Any action taken under the provisions of this
17 subsection shall not be construed as a failure to negotiate in good faith.

18 5.3 The District shall have ultimate right and responsibility as the local government employer
19 to manage its operation in the most efficient manner consistent with the best interests of all its
20 citizens, its taxpayers and its Employees.

21 5.4 The District may, but is not expected to, negotiate matters which are outside the scope of
22 mandatory bargaining, but it is not required to negotiate such matters.

23 **ARTICLE 6 - HOURS OF WORK**

24 6.1 The following provisions are intended to define the normal work week and hours of work
25 and shall not be construed as a guarantee of the number of hours worked per day, the number of
26 hours worked per week, the number of days worked per week or the number of hours worked per
27 month or per year. The District Chief may designate alternate work weeks or other work schedules
28 when the District operations make such designations desirable.

29 6.2 The standard work week shall be a seven (7) consecutive day period with starting and
30 ending times as designated by the District Chief.

1 6.3 The work schedule shall be the normal hours of work for a paid member during the standard
2 work week.

3 A. The standard work schedule, including the starting and quitting times and meal
4 periods, for each paid member, shall be established in writing by the Chief.

5 1. Meal periods shall not normally be included as work time for forty (40) hour
6 work schedules; this does not apply to members assigned to fire suppression.

7 B. A standard work schedule for full-time paid members in fire suppression and/or
8 paramedic service shall be either forty (40) hours per week or twenty-four (24) hour shifts (96-120
9 hours bi-weekly), as established by the Chief.

10 C. A standard work schedule for full-time paid members in support services shall be
11 forty (40) hours per week excluding meal periods.

12 6.4 Twenty-Four (24) hour shift schedule will be on a forty-eight (48), ninety-six (96) hour
13 shift rotation.

14 A. This shift schedules will be evaluated periodically as needed in the Labor
15 Management Committee.

16 B. Any transfers of a Member from one battalion to another should not occur on any
17 cycle that would cause the Member to work back to back ninety-six (96) hour work periods. If
18 this cannot be achieved the Member shall be offered a twenty-four (24) hour overtime shift within
19 the work period and will be excluded from the overtime rotation.

20 6.5 Forty (40) firefighters work schedule- The workday shall consist of ten (10) consecutive
21 hours, including an on-duty meal period. The workweek shall consist of any four (4) consecutive
22 ten (10) hour days.

23 A. Administration has the right to flex the daily hours and consecutive workdays on a
24 temporary basis for operational need which notifications shall be made at least seventy-two (72)
25 hours prior.

26 B. This excludes employee/members who are: attending or instructing training, on
27 remediation defined in CBA Article #58 or General Order #1, on a light duty assignment, and/or
28 on an active worker's compensation leave.

29 C. Members assigned to attend or instruct training shall receive the assignment details
30 and duration prior to schedule change.

1 6.6 Nothing herein shall be construed to limit or restrict the authority of the District Chief to
2 make temporary assignments to different or additional locations, shifts, hours of work, or duties
3 for the purpose of responding to an emergency. Such emergency assignments shall not extend
4 beyond the period of the emergency.

5 **ARTICLE 7 - PREVAILING RIGHTS/MAINTENANCE OF BENEFITS**

6 7.1 There will be no change in any matter covered by this Agreement without the mutual
7 consent of the parties.

8 7.2 There will be no change in any matter within the scope of representation without
9 negotiations as required by N.R.S. 288.

10 **ARTICLE 8 - SAVINGS AND SUCCESSORSHIP**

11 8.1 Savings- This agreement is the entire agreement between the Association and the District.
12 If any provision of the Agreement, or the application of such provision, should be rendered or
13 declared invalid by any court action, the remaining parts or portions of this Agreement shall remain
14 in full force and effect. In the event that any provision will be held unlawful and unenforceable
15 by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of
16 renegotiating such provision in an attempt to reach a valid agreement.

17 8.2 Successorship- The District agrees not to sell or convey or cause to sell or convey or
18 otherwise transfer or cause to transfer its operations, or any portion thereof, to a new employer
19 without first securing the agreement of the successor to assume the District's obligations of wages,
20 hours, terms and conditions of employment.

21 **ARTICLE 9 - ASSOCIATION ACTIVITIES**

22 9.1 No firefighter shall be terminated, disciplined or discriminated against because of activity
23 on behalf of the Association which does not interfere with the discharge of his/her duties or any
24 assignments.

25 **ARTICLE 10 - ASSOCIATION BUSINESS**

26 10.1 The Association's executive board shall be entitled to utilize a maximum of seventy-two
27 (72) hours of Association Leave per year for Association business.

28 A. The Association in negotiations for the 2018-2019 fiscal year provided concession
29 in-lieu of a pay raise to offset the full value of the seventy-two (72) hours of Association Leave.

30 B. Leave may be requested by executive board members for Association business in
31 eight (8) hour increments and shall not count toward the daily leave slot.

1 C. The District's Office Supervisor shall maintain a payroll code in the staffing
2 software to account for and track the Association leave used in the calendar year.

3 1. For any hours used in excess the District shall be reimbursed by the
4 Association at the covering member's actual hourly rate plus any attributed benefits. The District
5 shall bill the Association for the reimbursement.

6 10.2 Association Business requiring Association Leave is as follows:

7 A. Any officially sanctioned IAFF conference or meeting,

8 B. Any officially sanctioned PFFN conference or meeting,

9 C. Meetings with the Association Attorney and,

10 D. Meetings with the Association Accountant.

11 10.3 The time spent by Members participating, at the request of the District, as Association
12 representative(s) in meetings arranged by the District shall not be considered union leave but as a
13 collective labor and management meeting.

14 10.4 Members of the Association's negotiation committee, up to a maximum of three (3)
15 members, shall be allowed to attend any collective bargaining meeting with the District without
16 loss of pay or accrued annual leave and without using the hours in the Association Leave Bank.

17 10.5 Members of the Grievance Committee (2), Investigation Witnesses, and Employees, who
18 are required to appear before such bodies, shall be allowed to attend grievance hearings without
19 loss of pay or accrued annual leave and without using the hours in the Association Leave Bank.

20 10.6 Leave requests made for Association business will be submitted no less than nine (9) days
21 prior to using the appropriate District leave request documentation.

22 **ARTICLE 11 - POLITICAL AND RELIGIOUS ACTIVITY**

23 11.1 Members may engage in political activity that is not prohibited by State laws.

24 11.2 Members will not engage in political activity while on duty or in uniform. Political activity,
25 for the purposes of this section, is activity to elect or defeat any candidate, political party or ballot
26 issue.

27 11.3 The District shall not compel Members to participate in religious or political activities on its
28 behalf.

29 **ARTICLE 12 - NON-DISCRIMINATION**

30 12.1 It shall be the policy of the District and the Association to provide an equal employment
31 and membership opportunity for all applicants and paid members. The District and the Association

1 does not unlawfully discriminate on the basis of race, color, religion, sex, sexual orientation,
2 national origin, ancestry, age, medical condition, disability, veteran status, marital status or on
3 other grounds prohibited by state or federal law. The District makes reasonable accommodations
4 for persons with disabilities and for religious practices, and the District prohibits harassment of
5 any individual on any of the bases listed above.

6 12.2 This policy applies to all areas of paid membership including recruitment, hiring, training,
7 promotion, compensation, benefits, transfer, and social/recreational programs.

8 12.3 Any incident of discrimination or harassment, including work-related harassment by
9 District paid members or any other person, should be reported to the District Chief or his designee
10 who will investigate the matter. Any alleged incident of discrimination or harassment committed
11 by the District Chief shall be reported to the President of the Board of Directors who will cause an
12 investigation of the matter.

13 12.4 Retaliation. Any paid member reporting an incident of harassment or assisting in the
14 investigation of an incident of harassment, will not be adversely affected in the terms of the
15 conditions of paid membership, or discriminated against, or discharged because of the report or
16 the assistance. A person who believes he/she has been the victim of retaliation should promptly
17 report the retaliation to the District Chief, or if the District Chief is the retaliating party, to the
18 Board of Directors. Retaliation is strictly prohibited and will be promptly investigated and
19 punished.

20 **ARTICLE 13 - BULLETIN BOARD SPACE**

21 13.1 The Association shall be permitted to maintain, at each station where Association members
22 are assigned, one bulletin board to be used exclusively for Association business. In those stations
23 where two bulletin boards presently exist, the District will give one to the Association, or where
24 feasible, the District will permit the Association to utilize a portion of an existing bulletin board
25 for Association business.

26 **ARTICLE 14 - DEFINITION OF SENIORITY**

27 14.1 The District shall establish a seniority list of all Members in the bargaining unit, and such
28 list shall be brought up to date on January 1 of each year and posted on the company server
29 Association folder, and shall be provided to the Association's Secretary/Treasurer upon request in
30 writing.

1 A. Any objection to the seniority list, as posted, shall be reported to the personnel
2 manager within ten calendar days from the first day of posting, or the seniority list shall stand
3 approved.

4 14.2 In the event that more than one member goes on the payroll of the District on the same
5 date, their entry level ranking shall govern said seniority standing, the member with the highest
6 score taking precedence and shall be considered to have the greatest seniority.

7 14.3 Seniority shall exist in two forms:

8 A. Total Seniority – Time at which the member achieved full time status with District
9 from the date of hire.

10 B. Rank Seniority – Time in rank from the date of promotion to the rank.

11 14.4 Seniority of Officers- The seniority of fire officers within ranks will be determined by the
12 date the member was promoted to the title he/she holds. In the event that two or more Members
13 have the same date of permanent promotion, their seniority will be determined by their numerical
14 position on the promotional test from which they were appointed.

15 **ARTICLE 15 - DISCIPLINE AND DISCHARGE**

16 15.1 The expected standard for Members of the District shall be to render the best possible
17 service to the public, to reflect credit upon the District service, and to serve the public interest.
18 The tenure of every Member shall be conditioned on good behavior and satisfactory performance
19 of duties. Disciplinary actions are intended to be corrective and progressive in nature with the
20 objective of obtaining compliance with rules, orders, procedures, standards of conduct and
21 expected job performance.

22 15.2 The procedures set forth in this section shall apply to Members recognized per Article 2.
23 These procedures shall not apply to a reduction in force, or a reduction in pay, which is part of a
24 reclassification action or reorganization.

25 15.3 **Reasons for Discipline**

26 A. Disciplinary action may be taken against a Member for misconduct including, but
27 is not limited to, the following:

- 28 1. Insubordination
- 29 2. Taking sick leave for trivial indispositions or otherwise abusing sick leave
- 30 3. Frequent requests for casual absences resulting in disruption of work and/or
31 loss of efficiency

1 4. Conviction of a felony or other serious criminal act by a court of law
2 Consuming alcohol or using any controlled substance while operating a District vehicle or on
3 District time or on the District property

4 5. Dishonesty, drunkenness, addiction to narcotics or other controlled
5 substance, or other acts that would reflect unfavorably upon the position as a public paid member

6 6. Engagement in political activities during assigned hours of employment or
7 in District uniform.

8 7. Use of fraud, deception or misrepresentation of material facts in obtaining
9 or continuing employment with the District

10 8. Using or attempting to use, political influence to secure promotion, leave of
11 absence, change of pay, transfer or character of work

12 9. Accepting any gift for or in connection with District work when such a gift
13 is given in expectation of receiving favored treatment

14 10. Negligent or, willful damage to, waste of or unauthorized use of District
15 equipment, materials or supplies

16 11. Incompetence, inefficiency, inattention to or dereliction of duty,
17 discourteous treatment of the public or of fellow paid members, physical attack or fighting, or any
18 other willful failure of good conduct tending to injure the public services - behavior unbecoming
19 a District paid member

20 12. Willful or persistent violation of District orders, rules or adopted policies of
21 the District

22 13. Absence of a paid member during regular working hours for a regularly
23 scheduled shift that is not authorized by a specific leave of absence. Any such absence will be
24 without pay and may be the basis for disciplinary action. Any absence without leave for three (3)
25 consecutive assigned shifts will constitute cause for dismissal.

26 14. Any outside positions that conflict with regular work schedules resulting in
27 disruption of work and/or loss of efficiency

28 15. Loss of license or certificate required for position.

29 16. Failure to obtain license or certifications as outlined in conditions of
30 employment.

31 **15.4 Progressive Disciplinary Action**

1 A. Level I - disciplinary actions shall only refer to items A through B below.

2 **1. Level I**

3 A. Letter of Coaching and Counseling

4 B. Verbal Reprimand

5 B. Level II disciplinary action shall refer to any of the items C through G below.

6 **2. Level II**

7 C. Written Reprimand

8 D. Suspension

9 E. Reduction in pay

10 F. Demotion

11 G. Dismissal or Discharge

12 **15.5 Notice of Intended Disciplinary Action**

13 A. In cases of proposed disciplinary action the proposed disciplinary action shall be
14 served on the Member personally or by mail.

15 1. **Serving of Notices-** Written notices shall be served either by direct personal
16 service on the person affected, or by certified mail, return receipt requested. Mailed notices to the
17 District Chief, an appellant and/or his/her designee or the Board of Directors shall be effective
18 upon deposit with the United States Postal Service.

19 2. The written notice of intended disciplinary action shall include:

20 A. The reasons for the disciplinary action, those facts alleged to be the
21 basis for the intended action and copies of any documents or materials upon which the
22 disciplinary action is based;

23 B. The specific action proposed to be taken, including any time period
24 or other conditions associated with the discipline;

25 C. The proposed effective date of the intended disciplinary action;

26 and

27 D. The right of the Member to respond to the proposed disciplinary
28 action either in writing or orally, at the option of the Member. The Member shall be advised that
29 he/she has seven (7) calendar days within which to file a written response or request, in writing,
30 an informal pre-disciplinary conference before the District Chief or his designee.

1 3. A copy of the notice of intended disciplinary action shall be placed in the
2 Member's personnel file.

3 **15.6 Summary Suspension.**

4 A. Prior to any disciplinary proceedings under this section, the District Chief or
5 designee may summarily place any Member on an immediate suspended status with or without
6 pay. Such suspensions shall be made only in cases where the Member's continued active duty
7 status could constitute a hazard to the Member or others tend to bring the District into discredit,
8 interfere with District operations, or prolong acts or omissions of improper Member conduct. If
9 the disciplinary action or suspension is not subsequently ordered and/or affirmed, the Member
10 shall be reinstated in status and restored all pay and fringe benefits lost during such summary
11 suspension.

12 **15.7 Pre-Disciplinary Conference**

13 A. When a Member has requested an opportunity to respond orally, the District Chief,
14 or his designee, shall cause an informal pre-disciplinary conference to be held to review the
15 statement of charges and to provide the opportunity for the Member or his Association
16 representative to answer the charges. The District Chief or his designee shall allow the parties to
17 present any relevant evidence tending to prove or disprove the facts upon which the action is based
18 or upon the nature and severity of the proposed disciplinary action. Failure of the Member to
19 appear at the pre-disciplinary conference or failure to present evidence shall forfeit the Member's
20 appeal rights.

21 **15.8 Notice of Discipline**

22 A. Following the conclusion of the pre-disciplinary conference, or if the Member does
23 not respond to the proposed disciplinary action, the District Chief or his designee may, by written
24 notice to the Member, affirm, modify, or abandon the proposed disciplinary action.

25 B. If the notice is to affirm or modify the proposed disciplinary action, such action
26 shall be implemented. The notice of discipline shall be placed in the Member personnel file for a
27 period of no longer than 12 months for any Level I disciplinary action. In the case of a Level II
28 disciplinary action the notice of discipline will remain in the Member file.

29 C. Except as provided below, the decision of the District Chief shall be final and
30 binding.

31 **15.9 Appeal of Disciplinary Action**

1 A. Except as otherwise provided herein, a Member may appeal any disciplinary action
2 through the grievance and arbitration procedure as provided in Article 16.

3 **ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURES**

4 16.1 A grievance is a disagreement between an individual, or the Association, and the District
5 concerning interpretation, application or enforcement of the terms of this Agreement.

6 16.2 If mutually agreed upon by the District and the Association – the timelines herein may be
7 extended up to a maximum of 21 days.

8 16.3 The grievance process shall proceed as follows:

9 A. Step I. Informal Grievance Process – meeting between the grievant and his/her
10 management supervisor to discuss their concern in an effort to resolve the issue at the lowest level
11 possible. If there is a failure to resolve the concern – the following people will be notified:

- 12 1. Grievance Committee
- 13 2. District Chief

14 Notification of the failure to resolve the issue will be made at the end of the meeting where
15 resolution was not met.

16 B. Step II. Within ten (10) calendar days of knowledge of the occurrence, present a
17 signed, written grievance to the District Chief, who may act on the grievance himself or assign the
18 grievance to a Battalion Chief. The District Chief or his designee shall, within ten (10) calendar
19 days after receipt of the written grievance, meet jointly with the aggrieved employee,
20 representatives of the Association and when appropriate, either the grievant’s supervisor or a
21 representative from the District Human Resources Department or issue his decision. If a meeting
22 is held, the District Chief or his designee shall have five (5) calendar days following such meeting
23 to issue his decision. Failure to meet or issue a decision pursuant to the above guidelines will
24 result in the grievance being automatically moved to the next step.

25 C. Step III. In the event the recommendation of the District Chief or his designee is
26 not accepted by the grievant, within five (5) calendar days following receipt of answer from Step
27 1, the grievant may submit the grievance to the District Chief. Within five (5) calendar days
28 following receipt, the District Chief may either hold a meeting, including those parties identified
29 in Step 1 or issue his decision. If a meeting is held, the District Chief shall have five (5) calendar
30 days following such meeting to issue his decision. Failure to meet or issue a decision pursuant to
31 the above guidelines will result in the grievance being automatically moved to the next step.

1 D. Step IV. If within seven (7) calendar days of submission to the District Chief the
2 grievance has not been settled, the Association may submit it to arbitration within fourteen (14)
3 days of submission to the District Chief.

4 16.4 An arbitrator shall be selected from a list of seven (7) names supplied by the American
5 Arbitration Association by alternately striking names from the list with the Association striking
6 the first name. The arbitration shall be conducted under the rules of the American Arbitration
7 Association.

8 16.5 The findings of the arbitrator shall be final and binding on all parties concerned.

9 16.6 The costs of arbitration shall be borne as follows:

10 A. The expenses, wages and other compensation of any professional witness from
11 outside the organization called before the arbitrator shall be borne by the party calling such witness.
12 Other expenses incurred such as professional services, consultations, preparation of briefs and data
13 to be presented to the arbitrator shall be borne separately by the respective parties.

14 B. The arbitrator's fees and expenses, the cost of any hearing room, and the cost of
15 hiring a court reporter if requested, shall be borne equally by both parties to the arbitration.

16 16.7 Nothing contained herein shall preclude an employee with or without representation from
17 bringing a problem not covered herein through the chain of command to the District Chief on an
18 informal and oral basis.

19 16.8 For the purpose of this Article a "day" is defined as a calendar day except Saturdays,
20 Sundays or holidays.

21 16.9 Upon request of either party, a five (5) calendar day extension will automatically be
22 granted. Additional extensions of time may be granted upon request of one party and acceptance
23 of the other party.

24 **ARTICLE 17 - REVIEW AND CONTENT OF PERSONNEL RECORDS AND**
25 **CONFIDENTIAL INFORMATION**

26 17.1 Guidelines (Contents of Personnel Files):

27 A. The contents of each Member's personnel file shall include, at a minimum, the
28 following:

- 29 1. Job description.
- 30 2. Positions exempt/non-exempt status.
- 31 3. Job application/résumé.

- 1 4. Job offer letter.
- 2 5. Employment contract/any agreement between the Member and the District
- 3 6. Signed acknowledgments, including receipt of District's policies and
- 4 procedures, handbook, new paid member orientation checklist, and related documents.
- 5 7. Enrollment documentation for District-sponsored benefits.
- 6 8. Emergency contact information.
- 7 9. Authorizations for release of information signed by Member.
- 8 10. Wage history record, including rates of pay and other forms of
- 9 compensation.
- 10 11. Employment history of positions held including promotion, demotion,
- 11 transfer, layoff, and termination.
- 12 12. Performance evaluations.
- 13 13. Performance improvement plan, letters of instruction, reports of
- 14 coaching/counseling session.
- 15 14. Documentation of oral reprimand, written reprimand, disciplinary notices
- 16 and documents.
- 17 15. Letters of recognition, commendations, congratulations.
- 18 16. COBRA notice
- 19 17. Exit interview (unless confidentiality was guaranteed).
- 20 B. The personnel file should **NOT** include any of the following:
- 21 1. Grievances or the responses thereto.
- 22 2. I-9 immigration form and supporting documents.
- 23 3. Any document which describes a medical or psychological condition of
- 24 the paid member or any other individual. (Medical and related documents must be kept in a
- 25 separate, locked file.)
- 26 C. Member Access. A Member may view the contents of his/her personnel file by
- 27 appointment during regular business hours. All inspections must be conducted in the presence of
- 28 the District Chief or his designee. A Member may make copies of any or all documents in
- 29 his/her file, but may not remove any documents from the file. The District will provide only one
- 30 (1) set of copies to the Member without charge per year. If the Member needs additional copies,

1 s/he will be required to pay for them per Admin SOP #32.

2 D. Negative Information. The District shall not put negative or derogatory material in
3 a Member's file unless the Member has had a reasonable opportunity to review the material
4 beforehand. The District will require the Member to sign such material to indicate they have
5 reviewed it. If the Member refuses to sign such material, the District may place it in the Member's
6 file with a dated notation that the Member refused to sign such material after having been given
7 an opportunity to do so. Whenever possible, another supervisor or manager should be used as a
8 witness to the Member's refusal, and should co-sign the entry along with the originating
9 supervisor/manager.

10 E. Member Information Submitted. Statements by a Member submitted in rebuttal to
11 adverse material placed in his/her personnel file will be included in the Member's personnel file.
12 The District may place other information submitted by the Member in the personnel file if the
13 District finds that such information is relevant to the Member's work history with the District.

14 17.2 Confidential Information

15 A. Identification of Confidential Information- The following types of personnel
16 information and employment records concerning current Members, former Members, and
17 applicants for employment that the District maintains are confidential:

18 1. All information related to an employment application including, but not
19 limited to, letters of reference, résumés, or his/her status as an applicant for employment.

20 2. All information that the District received or compiled concerning the
21 qualifications of an applicant or a Member including, but not limited to, reports by the Districts,
22 law enforcement officials, or other individuals concerning hiring, promotion, performance,
23 conduct, or background of applicants or Members.

24 3. Ratings, rankings, scoring sheets, or remarks by members of an evaluation
25 board or individual interviewer, concerning an applicant or results from any testing or employment
26 screening process.

27 4. Materials used in examinations, including answers, rating guides, score
28 sheets, etc., on any written exam or rating criteria for interviews.

29 5. Information in a Member's file or record of employment which relates to
30 his/her:

31 A. Performance;

1 B. Conduct, including any proposed or imposed disciplinary action
2 taken;

3 C. Race, ethnic identity or affiliation, age, sex, marital status, number
4 and names of dependents, military/veteran status, living arrangements, membership in any
5 organization, sexual orientation, national origin, disability, date of birth, or social security number;

6 D. Past or present home address, telephone number, post office box, or
7 relatives; and

8 E. All information concerning the voluntary or involuntary termination
9 of a Member, other than the dates of actual employment.

10 B. The name of a Member's/former Member's designated beneficiary.

11 C. All medical information concerning a Member or applicant including, but not
12 limited to:

13 1. Pre-employment and post-employment medical and psychological
14 examinations;

15 2. Disability and documentation relating to reasonable accommodation
16 requested or granted;

17 3. Drug testing;

18 4. Pregnancy, doctor's certification and other communication; and

19 5. Any other medical information that a Member or applicant has voluntarily
20 provided or the District has requested.

21 D. All confidential medical information shall be kept in files segregated from other
22 personnel and employment records. Access to such files shall be strictly limited to those with a
23 demonstrable need-to-know. All requests for information shall be submitted to the District Health
24 and Safety Officer. This would include:

25 1. Supervisors and managers, regarding necessary restrictions and
26 accommodations in the paid member's duties;

27 2. Government officials investigating compliance with the ADA, on request;

28 3. State workers' compensation office officials; and

29 4. Insurance company employees when the company requires a medical
30 examination to provide health or life insurance (29 C.F.R. §1630.14(c)(1)).

31 E. Notations on attendance sheets that a Member took sick leave are **not** a confidential

1 record.

2 F. The District shall keep all confidential investigative documentation in files separate
3 from other personnel and employment records with access limited to only those with a
4 demonstrable need-to-know. When and if it becomes the basis for disciplinary action, it will be
5 part of the file to which the Member has access.

6 17.3 Access to Personnel Files and Confidential Information. Access to confidential records is
7 restricted to the following, unless specifically provided in a separate policy.

8 A. The names of members of an evaluation panel shall not be released, nor shall tests
9 that are governed by confidentiality agreements be released. Should a standardized test be
10 developed internally by District, it is not protected. Access to the materials for an examination
11 and information relating to an applicant that is relevant to a decision to hire that person; e.g.,
12 information described in items a-d of Section 6.08, B is limited to:

13 1. Members with a business need-to-know the information in order to fulfill
14 the responsibilities assigned by the District;

15 2. The District's supervisor, District Chief, or his/her designee.

16 3. Persons authorized pursuant to any state or federal law or court order; i.e.,
17 governmental/legal/auditing/investigating agencies;

18 4. Counsel retained by or on behalf of the District; and

19 5. Any other parties with whom the District has a contractual relationship in
20 order to enable the District to respond accurately and fully to any lawsuit, complaint, grievance,
21 or other statutory appeal filed by or on behalf of a Member or former Member against the District.

22 B. Access to a Member's personnel-related confidential file containing those items
23 listed in the Personnel Manual Section 6.08, A, 1. items e-i is limited to:

24 1. The Member;

25 2. The Member's representative when s/he presents a current signed
26 authorization from the Member;

27 3. The Member's manager or supervisor, with a need-to-know, or as needed
28 for a reasonable accommodation.

29 4. Persons authorized pursuant to any state or federal law or court order;

30 5. Counsel retained by or on behalf of the District; and

31 6. Any other parties with whom the District has a contractual relationship in

1 order to enable the District to respond accurately and fully to any lawsuit, complaint, grievance or
2 other statutory appeal filed by or on behalf of a Member or former Member against the District.

3 C. Access to a Member's personnel-related confidential file containing those items
4 listed in the Personnel Manual Section 6.08, A, 1. item j, is limited to:

- 5 1. The Member's chief designee, director and or manager, or his/her designee;
- 6 2. Persons authorized pursuant to any state or federal law or court order;
- 7 3. Counsel retained by or on behalf of the District; and
- 8 4. Any other parties with whom the District has a contractual relationship in

9 order to enable the District to respond accurately and fully to any lawsuit, complaint, grievance,
10 or other statutory appeal filed by or on behalf of a Member or former Member against the District.

11 17.4 Each Member has the responsibility to keep personal data up-to-date and must notify the
12 District Chief in the event of any change of name, address, telephone number, person(s) to be
13 notified in case of an emergency, and any change of beneficiary or dependent(s).

14 17.5 Requests for verification of employment or employment-related inquiries should be
15 directed to the District's Human Resources representative. The District will only verify factual
16 information such as length of employment and current employment status. Any requests for
17 additional information contained in the personnel files shall be based upon written Member
18 consent and must be approved by the District Chief.

19 17.6 No information from any employee personnel file and/or health file may be given to a for-
20 profit business without the written permission of the employee.

21 17.7 Background checks as a part of pre-employment screening is a requirement for
22 employment with the Fire District.

23 **ARTICLE 18 - PERSONNEL REDUCTION**

24 18.1 Layoff: In the case of a personnel reduction, the member with the least seniority in the
25 affected job classification shall be laid off first. No new members shall be hired until the laid off
26 member has been given the opportunity to return to work.

27 18.2 Reduction in Classification:

28 A. The District Chief shall determine in which classifications(s) the reduction in force
29 shall occur. The order of reduction and/or layoff in the classification shall be based on inverse
30 seniority in that classification, the member with the least seniority in that classification being

1 reduced or laid off first and so on. Seniority in the classification shall be determined by Article
2 14.

3 B. A member reduced in classification shall displace in the next lower classification a
4 member with less seniority in the lower classification based on rank seniority, unless the lower
5 classification is firefighter. In the case of a reduction to the level of firefighter, then the member
6 with less total seniority will be laid off.

7 18.3 Return to Classification: A member who has been displaced to a lower classification or
8 who has been laid off as a result of a reduction in force shall be given the opportunity to return to
9 the higher classification whenever a position opening occurs before any other person is promoted
10 to that same classification. Members shall be reinstated into their former classification in the
11 reverse order of their displacement or layoff, i.e., the last displaced or laid off member being the
12 first reinstated to the higher classification.

13 18.4 Notice of Recall: Notice of recall given by the Fire District to a laid off member shall be
14 by certified mail, return receipt requested, to the member's last known address as reflected in the
15 Fire District's records. In effecting the recall, the District shall adhere to the policy of last laid off,
16 first rehired. If, however, the member having been duly notified of his recall fails to notify the
17 District within seven (7) calendar days after receipt of his certified notice of recall letter of his
18 intention to return to work, he shall lose all rights to rehire.

19 18.5 Reporting Time: If the member who has received his recall notice in accordance with
20 Section 4 above notifies the Fire District of his intention to return to work in a timely manner, the
21 District shall give the member twenty-eight (28) calendar days from the date of his receipt of the
22 notice to do so; unless a substantial cause exists, which precludes such a return.

23 **ARTICLE 19 - OVERTIME AND CALL BACK PAY**

24 19.1 Definitions:

25 A. Base rate: The member's annual wage at their step and grade divided by their
26 minimum scheduled annual working hours. Forty (40) hour per week equals two-thousand and
27 eighty (2080) annually and Twenty-Four (24) hour shift equals two-thousand nine-hundred and
28 twelve (2912) annually.

29 B. Regular Rate: Is base rate plus factored incentives remunerated per FLSA.

30 1. Longevity calculation for remuneration shall be based on two-thousand
31 nine-hundred and twelve (2912) de-annualized over 26 pay periods.

1 C. Half rate: Regular rate divided by two (2).

2 19.2 Overtime. For all members who meet the statutory definition of "employees in fire
3 protection activities" contained in 29 CFR §203(y) and are able to engage in their duties are 29
4 CFR § 207(k) exempt Members. Overtime for such Members assigned to the twenty-four (24)
5 hour shift is that time worked which exceeds the one-hundred and six (106) hour threshold within
6 the fourteen (14) day FLSA work period.

7 A. Members who engage in firefighting duties who are assigned to work the forty (40)
8 hour per week schedule shall be exempt of the one-hundred and six (106) hour threshold within
9 the fourteen (14) day FLSA work period and shall receive overtime after ten (10) hours in a work
10 day or forty (40) hours in a seven (7) day work cycle.

11 19.3 All overtime hours, as defined above, shall be compensated at regular rate plus half rate.
12 Overtime should be paid in the same paycheck covering the pay period in which the overtime was
13 earned. Overtime will be paid in ¼ hour increments. For example, 1 hour and 15 minutes will be
14 represented at 1.25 hours.

15 19.4 Call Back Pay - Whenever a Member, enrolled in Nevada PERS prior to June 30, 2008:

16 A. Has had a break in service, and

17 B. Is requested to return to duty with less than twelve (12) hours notice:

18 They shall be offered a minimum of two (2) hours call back pay at their overtime rate. In the event
19 the situation requiring initiation of Call Back is mitigated prior to the two hours being worked, the
20 employee will be offered the opportunity to leave and be compensated for only the hours worked.
21 In the event that the call back time happens less than two hours prior to the employee's regularly
22 scheduled shift, the employee will be compensated for the time worked prior to the shift.

23 19.5 Call Back Pay - For employees enrolled in Nevada PERS on or after July 1, 2008 – call
24 back pay is defined as compensation earned for returning to duty after a member has completed
25 his/her regular shift and is requested to return to duty with less than twelve (12) hours notice to
26 respond to an emergency, except for any member who is:

27 A. Called into work while on standby status,

28 B. Not required to leave the premises where he/she is residing or located at the time
29 of notification in order to respond, or

30 C. Called back to work if the work begins one (1) hour or less before or after his/his
31 scheduled work shift.

1 19.6 Call Back Pay – For employees enrolled on or after January 1, 2010 – call back pay is
2 defined as compensation earned for members returning to duty within twelve (12) hours after one’s
3 regular working hours to respond to an emergency. As used in this policy, “emergency” means a
4 sudden, unexpected occurrence that is declared by the governing body or chief administrative
5 officer of the public employer to involve clear and imminent danger and require immediate action
6 to prevent and mitigate the endangerment of lives, health or property.

7 19.7 Overtime Staffing **Procedure:**

8 A. Overtime coverage should be filled using the staffing software and shall be utilized
9 whenever possible for filling available recall and callback created by leave vacancies for non-
10 emergency reasons, or any coverage deemed necessary by the Duty Officer.

11 B. The District shall follow the Memorandum of Understanding- Subject: “Aladtec
12 Staffing Module” dated March 10, 2017 and any revisions that follow. The MOU is enforceable
13 to the full extent of Article 16: Grievance and Arbitration article of this Collective Bargaining
14 Agreement.

15 1. The “Aladtec Staffing Module” MOU shall be reviewed annually in March and
16 as necessary thereafter by the Labor Management Committee. All changes mutually agreed upon
17 by the District’s and the Association’s representatives in committee shall be reflected in an
18 amended MOU that has been signed and dated by the District Fire Chief and the Association
19 President prior to enforcement. The amended MOU shall be posted at all locations where Members
20 report to work, and on the Company Server within the Association folder.

21 C. Areas where the overtime policy does not apply:

22 1. Any employee in phase 1 or 2 of the temporary authorization provider
23 evaluation process is not eligible for participation in the aforementioned overtime policy. If the
24 member was already employed with the District, i.e. if prior to starting their Paramedic TAP
25 process they were employed with the District as a Firefighter-EMT Advanced, they are still eligible
26 to fill overtime slots at that rank, however they are not eligible to fill paramedic overtime until
27 they have completed their TAP process.

28 A. A Member in a TAP status should not be excluded from the ability
29 to fill special assignment overtime.

1 **ARTICLE 20 - RANK FOR RANK OVERTIME**

2 20.1 All coverage under Article 20 must meet the requirements of Article 46: Safety Staffing
3 and Article 19: Overtime and Callback Pay.

4 20.2 Whenever possible firefighters will be used to fill firefighter openings and Captains will
5 be used to fill Captain openings following “Appendix OT-2 Work Up” posted on the Company
6 Server in the Overtime folder and managed within the “Aladtec” MOU.

7 20.3 In the event a vacancy occurs below the Article 46 defined safety staffing and the coverage
8 request through the staffing software yields no staff available, mandatory overtime will be forced.

9 A. Mandatory overtime coverage will be imposed on a Member based on an A, B, C
10 battalion rotation procedure which shall be maintained by the Duty Officer labeled as “Appendix
11 OT-1 Mandatory” posted on the Company Server in the Overtime folder. The mandatory rotation
12 and procedure as defined by the District and the Association in the MOU with the subject
13 “Mandatory Recall and Callback” dated July 1, 2018 and any revisions that follow, and shall be
14 reviewed annually in March and as necessary thereafter by the Labor Management Committee.
15 All changes mutually agreed upon by the District’s and the Association’s representatives in
16 committee shall be reflected in an amended MOU that has been signed and dated by the District
17 Fire Chief and the Association President prior to enforcement. The amended MOU shall be posted
18 at all locations where Members report to work, and on the Company Server within the Association
19 folder.

20 1. The rotation procedure shall allow for mandatory callback up to twenty-four
21 (24) hours prior to a Members scheduled shift when there are no members available to mandatorily
22 hold.

23 2. A Member being imposed mandatory hold over recall shall be given the
24 opportunity for twenty (24) hours of overtime compensation.

25 3. A Member being imposed mandatory callback shall have at least but no
26 more than four (4) hours from notification until reporting for duty and shall be put on the schedule
27 and be compensated from time of notification.

28 B. If no coverage is available from the rotation procedure mandatory overtime
29 coverage will be imposed on a member with the least total seniority who is already on shift, has
30 not had a break in service, and who meets the requirements for safety staffing.

1 **ARTICLE 21 - ANNUAL LEAVE**

2 21.1 Annual leave time shall be accrued based on the following schedule:

3 A. Zero (0) through five (5) years full time status.

4 1. Forty (40) -hour work week – ten (10) hours per month divided equally over
5 twenty-six (26) pay periods a year for members in full-time paid status regardless of hours worked.

6 2. Fifty-Six (56) -hour work week – fourteen (14) hours per month divided
7 equally over twenty-six (26) pay periods a year for members in full-time paid status regardless of
8 hours worked.

9 B. Five (5) through ten (10) years full time status

10 1. Forty (40) -hour work week – Fourteen (14) hours per month divided
11 equally over twenty-six (26) pay periods a year for members in full-time paid status regardless of
12 hours worked.

13 2. Fifty-Six (56) -hour work week – Nineteen and six-tenths (19.60) hours per
14 month divided equally over twenty-six (26) pay periods a year for members in full-time paid status
15 regardless of hours worked.

16 C. 10 years through 15 years full time status:

17 1. Forty (40) -hour work week – Sixteen (16) hours per month divided equally
18 over twenty-six (26) pay periods a year for members in full-time paid status regardless of hours
19 worked.

20 2. Fifty-Six (56) -hour work week – Twenty-two and four-tenths (22.40) hours
21 per month divided equally over twenty-six (26) pay periods a year for members in full-time paid
22 status regardless of hours worked.

23 D. 15 years through 20 years full time status:

24 1. Forty (40) -hour work week – Eighteen (18) hours per month divided
25 equally over twenty-six (26) pay periods a year for members in full-time paid status regardless of
26 hours worked.

27 2. Fifty-Six (56) -hour work week – twenty-five and two-tenths (25.2) hours
28 per month divided equally over twenty-six (26) pay periods a year for members in full-time paid
29 status regardless of hours worked.

30 E. More than 20 years full time status:

1 1. Forty (40) -hour work week – twenty (20) hours per month divided equally
2 over twenty-six (26) pay periods a year for members in full-time paid status regardless of hours
3 worked.

4 2. Fifty-Six (56) – twenty-eight (28) hours per month divided equally over
5 twenty-six (26) pay periods a year for members in full-time paid status regardless of hours worked.

6 21.2 The above accruals reflect full-time status. Regular part-time paid members shall
7 accumulate annual leave at a rate of one-fifth (1/5) that of forty-hour full time personnel, for every
8 eight (8) hours per week of their regular schedule.

9 21.3 All annual leave credit shall be calculated from the first day of work.

10 A. Members on probation are not eligible to use annual leave, unless a special
11 exception is made by the District Chief.

12 21.4 Maximum annual leave carry-over at the end of the last pay period of December even if
13 the pay period doesn't actually end until January. (I.e. ends on January 4th at 0800 hours)

14 A. Forty (40) -hour work week – two-hundred and forty (240) hours

15 B. Fifty-Six (56) -hour work week – three-hundred and thirty-six (336) hours

16 21.5 Annual leave shall be taken in increments of not less than one (1) hour. Requests for annual
17 leave will be considered in the order they are received and approved based on the District's
18 business needs at the convenience of the District.

19 A. All annual leave shall be counted as time worked in regard to overtime
20 compensation.

21 B. The District shall allow one (1) annual leave slot leave per shift (A, B, C) per one
22 (1) through six (6) employees per day.

23 C. The District shall allow one (1) annual leave slot and one "12/12" twelve (12) hour
24 trade/ twelve (12) hour leave slot leave per shift (A, B, C) per seven (7) through nine (9) employees
25 per day.

26 D. The District shall allow two (2) annual leave slots per shift (A, B, C) per nine (9)
27 through fifteen (15) employees per day.

28 1. With the increase of staffing, the availability of leave slots, and the accrual
29 of leave by employees, the continued use of "12/12" twelve (12) hour trade/ twelve (12) hour shall
30 be re-evaluated in March of the year that the staffing level has been reached.

1 E. The District shall allow three (3) annual leave slot leave per shift (A, B, C) per one
2 fifteen (15) employees per day.

3 1. With the increase of staffing, the availability of leave slots, and the accrual
4 of leave by employees, the continued use of 12/12” twelve (12) hour trade/ twelve (12) hour shall
5 be re-evaluated in March of the year that the staffing level has been reached.

6 21.6 Annual leave requests will be taken on the first (1st) Monday in August for the following
7 calendar year. Each Member will be able to have three (3) vacation draft choices. Each draft
8 choice will be no longer than six (6) shifts. These requests will be filled in order of seniority and
9 draft choice order. Draft order is determined by seniority with the most senior person requesting
10 leave having the first (1st) pick. Once all first (1st) round picks have been chosen, the second (2nd)
11 and proceeding rounds will follow the same seniority and procedure with a maximum of three (3)
12 rounds.

13 21.7 The remaining dates will be available for request using this policy on a first come first
14 served basis. Requests for annual leave should be presented at least Nine (9) days prior to the
15 requested vacation time. Special consideration may be given to emergency situations.

16 A. If a scheduled annual leave slot becomes vacated within the nine (9) day staffing
17 schedule the slot will become available for another Member to submit a request for annual leave.

18 21.8 Emergency leave- (Short notice Annual Leave) - In the event of an unforeseen emergency
19 which may keep a member from getting to work, I.e.: flat tire, delayed plane, inclement weather,
20 a member may use short notice annual leave. Emergency leave will be deducted from the members
21 annual leave bank at a minimum of one (1) hour and then every fifteen (15) minute increments
22 thereafter. Emergency leave is not intended to be used in excess of the time it should take for the
23 member to report to duty, and the member shall be able to provide proof by logical means, I.e.: car
24 repair receipt, airline schedule, weather report or road condition report.

25 21.9 A Member who resigns or retires or who is dismissed, will be granted payment for annual
26 leave time accrued to his credit at date of separation at his current rate of compensation. No
27 payment of annual leave time shall be made to any person who separates from service with the
28 District prior to confirmation as a Member.

29 21.10 In the event of the death of a Member, payment of annual leave time accrued will be made
30 to the designated beneficiary.

1 21.11 Annual leave may be bought from the Member. The Member must request annual leave
2 buy out in the month of September. The payment will be received on the check for the first (1st)
3 full pay period in November. To be eligible for annual leave buy out, the Member must complete
4 probation and have the annual leave available at time of buyout. Buy out may not exceed the
5 currently assigned work week hours of the Member. The buyout will be at the requesting paid
6 member's current base hourly rate at the time of the payout and will not affect FLSA or overtime.

7 21.12 Anytime a Member changes weekly work hours their accrued leave banks will be adjusted
8 by a factor of 1.4 hours.

9 A. Forty (40) -hour work week Member who becomes a Twenty-four (24) hour shift
10 schedule work week Member will have their leave banks increased by a factor of 1.4 hours.

11 B. Fifty-Six (56) -hour work week Member who becomes a forty (40) hour work week
12 Member will have their leave banks decreased by a factor of 1.4 hours.

13 21.13 Daylight Savings Time – In the event a member is scheduled to work on the day daylight
14 savings time changes, the following will apply:

15 A. For members working in the fall when time moves back one (1) hour, members will
16 be compensated one (1) hour of overtime for the additional hour worked at a rate of time and one
17 half.

18 B. For members working in the spring when time moves forward one (1) hour,
19 members will be charged one (1) hour of annual leave to cover the time change.

20 **ARTICLE 22 - SICK LEAVE**

21 22.1 Sick Leave Accrual

22 A. Forty (40) -hour work week – ten (10) hours per month divided equally over
23 twenty-six (26) pay periods a year for members in full-time paid status regardless of hours worked.

24 B. Fifty-Six (56) -hour work week – fourteen (14) hours per month divided equally
25 over twenty-six (26) pay periods a year for members in full-time paid status regardless of hours
26 worked.

27 C. Part-time paid members shall accumulate sick leave at a rate of one-fifth (1/5) that
28 of 40 hour personnel for every eight (8) hours per week of their regular schedule.

29 22.2 The above accruals reflect full-time status. Regular part-time paid members shall
30 accumulate sick leave at a rate of one-fifth (1/5) that of forty-hour full time personnel, for every
31 eight (8) hours per week of their regular schedule.

1 22.3 All sick leave credit shall be calculated from the first day of work.

2 A. Members on probation are not eligible to use sick leave, unless a special exception
3 is made by the District Chief.

4 22.4 Sick leave shall be defined as the absence from duty by a Member for the following
5 reasons:

6 A. Quarantine because of exposure to a contagious disease, or when incapacitated and
7 unable to perform duties because of personal illness or injury, or for optical, medical or dental
8 examination and/or treatment.

9 B. Attendance upon a member of the Member's immediate family because of illness
10 or injury where the attendance of the Member is definitely required to care for or transport such
11 family member.

12 22.5 Members who call in sick prior to their work shift must notify the on-duty Battalion Chief.
13 Requests for sick leave usage shall be presented in advance for medical, optical or dental
14 appointments. In all cases, requests must state the reason for the sick leave.

15 A. All sick leave shall be counted as time worked in regard to overtime compensation.

16 22.6 When a Member is absent due to illness or injury for more than three (3) days on a forty
17 (40) hour schedule, or three (3) consecutive twenty-four (24) hour shifts on a Twenty-Four (24)
18 hour shift rotation, the District Chief may require evidence in the form of a physician's statement
19 or other documentation stating the reason for a Member's request for sick leave.

20 22.7 If any employee is absent due to illness or injury for Sixty-Eight (68) hours on a Forty (40)
21 hour schedule and Ninety-Six (96) hours on a Twenty-four (24) hour shift schedule will be required
22 to provide a doctor's note documenting their illness or injury.

23 22.8 Documentation must clearly state the nature of the paid member's illness. Documentation
24 may also be required at any time the District Chief believes sick leave privileges are likely to or
25 are being abused.

26 22.9 Following an absence for serious illness, injury or exposure to a contagious disease, the
27 District Chief may require a statement by a physician indicating the Member is fit to return to
28 work. (Also refer to GO #1)

29 22.10 No Member shall be entitled to sick leave while absent for any of the following reasons:

30 A. Disability arising from any sickness or injury purposely self-inflicted or caused by
31 willful misconduct.

1 B. Sickness or disability while absent from duty when such absence was not
2 authorized.

3 22.11 Per Annual Sick Leave Buyout – All full time paid members shall be entitled to buy out
4 sick leave at a dollar for dollar rate. The hours accrued above the minimum cap as of the first (1st)
5 payday in November shall be the amount of hours eligible for buyout. The buyout should occur
6 on the first pay-period in December. If a member chooses to elect to defer the buyout they shall
7 make notification on the sick leave buyout form.

8 A. Minimum Caps - Employees cannot buy out sick leave hours below the established
9 minimum cap:

- 10 1. Fifty-Six (56) hour Employees – twelve-hundred (1200) hours of sick leave
- 11 2. Forty (40) hour Employees – eight-hundred and sixty (860) hours of sick
12 leave

13 B. To reduce the District’s liability for accumulated sick leave and better manage
14 accrual caps; over the duration of the 5-year contract the cap shall be reduced annually to a final
15 cap of nine-hundred (900) hours for the Fifty-Six (56) hour Employees, and six-hundred and forty
16 (640) hours for the Forty (40) hour Employees.

- 17 1. For the year 2018-2019 the caps shall be reduced to 1140 / 815.
- 18 2. For the year 2019-2020 the caps shall be reduced to 1080 / 770.
- 19 3. For the year 2020-2021 the caps shall be reduced to 1020 / 730.
- 20 4. For the year 2021-2022 the caps shall be reduced to 960 / 685.
- 21 5. For the year 2022-2023 the caps shall be reduced to 900 / 640.

22 C. Maximum hour’s eligible per year – Employees will be eligible to buy out any
23 amount of hours less than and/or equal to the employee’s annual sick leave accrual:

- 24 1. Twenty-Four (24) hour shift Employees – one-hundred and sixty-eight
25 (168) hours maximum.
- 26 2. Forty (40) hour Employees – one-hundred and twenty (120) hours
27 maximum.

28 D. To accomplish the Sick Leave accrual bank buy down over the duration of the 5-
29 year contract, the maximum eligible hours shall be the employees annual accrual plus an additional
30 sixty (60) hours for the Fifty-Six (56) hour Employees, and forty-five (45) hours for the Forty (40)
31 hour Employees.

1 22.12 Effective July 1, 2022: Upon separation of service from the Central Lyon County Fire
 2 Protection District into a Nevada PERS approved retirement of employment, each member shall
 3 be compensated their total sick leave hours accrued up to a maximum of nine-hundred (900) hours
 4 for Fifty-Six (56) hour Employees and six-hundred and forty (640) hours for the Forty (40) hour
 5 Employees at the following rates per consecutive years of service with the District:

Years of Service @ Retirement	Rate of Pay
20 years consecutive with CLCFD	\$0.25 on the Dollar
25 years consecutive with CLCFD	\$0.50 on the Dollar

6 **ARTICLE 23 - COMPLIANCE WITH FLSA**

7 23.1 The District FLSA cycle will be calculated on a fourteen (14) day cycle.

8 A. Per 29 CFR § 553.230 overtime compensation is required for all hours worked in
 9 excess of the maximum hours standards for a fourteen (14) day work period of one-hundred and
 10 six (106) hours. This applies to members who are assigned to the twenty-four (24) hour shift
 11 schedule and meet the statutory definition of "employees in fire protection activities" contained in
 12 29 CFR §203(y) and are able to engage in their duties are 29 CFR § 207(k) exempt Members.

13 B. Members who engage in firefighting duties who are assigned to work the Forty (40)
 14 hour per week schedule shall be exempt of the one-hundred and six (106) hour threshold within
 15 the fourteen (14) day FLSA work period and shall receive overtime after ten (10) hours in a work
 16 day or forty (40) hours in a seven (7) day work cycle.

17 23.2 The following leaves shall be counted as time worked in regard to FLSA hours:

- 18 A. Annual Leave
- 19 B. Sick Leave
- 20 C. Military Leave
- 21 D. Administrative Leave with Pay
- 22 E. Compensated Family Medical Leave
- 23 F. Compensated Bereavement Leave
- 24 G. Worker's compensation leave
- 25 H. Compensated Jury Duty

1 **ARTICLE 24 - CATASTROPHIC LEAVE DONATION/CREDIT**

2 24.1 Policy and Guidelines

3 A. Catastrophic leave benefits may be established for any Member who has exhausted
4 all accumulated leave balances. Catastrophic leave is intended to provide a portion or all of a
5 Member's pay during the time the Member would otherwise be on medical leave of absence
6 without pay.

7 B. Participation in the catastrophic leave program is completely voluntary.

8 C. Catastrophic leave may be approved when:

9 1. An eligible Member suffers a severe illness, injury or emergency which is
10 expected to incapacitate the Member for an extended period of time and which creates a financial
11 hardship because the Member has exhausted all of his/her accumulated leave.

12 2. When an immediate family member suffers injury/illness resulting in the
13 Member being required to take time-off from work for an extended period of time to care for the
14 family member, which creates a financial hardship because the Member has exhausted all of
15 his/her accumulated leave.

16 D. This policy allows Members to donate sick leave to another Member when the
17 donating Member's sick leave would not be reduced to less than 400 hours and the recipient
18 Member has met all of the requirements of the policy. Information about donors will be kept
19 strictly confidential.

20 24.2 Establishment/Eligibility for Catastrophic Leave

21 A. Members (or their affected designees) requesting establishment of catastrophic
22 leave donation must submit a written request to the District Chief. The request must provide
23 sufficient information to enable a determination to be made whether the Member qualifies for
24 catastrophic leave donation. This information will be maintained confidentially.

25 B. Catastrophic leave requests for injury/illness must include medical verification
26 from a physician that describes the Member's or the family member's catastrophic illness or injury.
27 If the request is for a family member, it should also specify that the member's attendance of the ill
28 or injured family member is required. Leave requests must include the estimated date of return to
29 work.

30 C. Catastrophic leave may be applied for as many times as the employee deems
31 necessary.

1 24.3 Donation Procedure

2 A. It is the responsibility of the Member (or his/her designee) to canvass other
3 members for the donation of sick leave hours. However, it must be recognized that donations are
4 voluntary; coercion or harassment of fellow Members to donate will not be tolerated.

5 B. Donations must be a minimum of four (4) hours. Donated hours will be considered
6 hour for hour.

7 C. If the recipient returns to work before the donations are exhausted, the donations
8 are eliminated from the catastrophic leave bank. Any remaining hours left in the bank will be
9 returned to the donating employees based on their percentage of the original donation pool. For
10 example: if the original donation pool was 100 hours and you donated 10 of those, if the remaining
11 balance of hours is 24 hours, you will get 2.4 hours back.

12 D. All benefits will continue as if the recipient Member was on sick leave.

13 E. All accrued leave will be used prior to the donated leave being used.

14 24.4 District Credit to Sick Leave.

15 A. Members may apply for a one time District credit into their sick leave bank. In the
16 event that a Member is unable to secure donated sick hours, or has used all of the donated hours,
17 from his/her co-workers sufficient to cover the leave period, they may apply for District credited
18 sick leave.

19 B. Forty (40) hour employees may apply for up to One-Hundred and Twenty (120)
20 hours of District credited sick leave. Twenty-Four (24) hour shift employees may apply for up to
21 One-Hundred and Sixty-Eight (168) hours of District credited leave.

22 C. All accrued leave will be used prior to the credited leave being used.

23 D. If the recipient returns to work before the credited hours are exhausted; the hours
24 are eliminated from the employee's sick leave bank.

25 E. After the Member returns to duty, all District credited hours used will be paid back
26 hour for hour from the Member's sick and annual leave accrual until all used credited hours are
27 paid back.

28 24.5 Termination of Catastrophic Leave. Participation in the Catastrophic Leave program shall
29 be terminated when one or more of the following occurs:

30 A. Donated or Credited leave hours have been exhausted.

31 B. Death of the ill or injured Member or family member.

1 C. If you are on a combination of your own and donated sick leave for a period of two
2 continuous years without having physically worked a shift, your donated leave will cease.

3 **ARTICLE 25 - MILITARY LEAVE**

4 25.1 Military leave will be authorized in accordance with state law (NRS 281.145) and federal
5 law. For the purpose of this policy, recognized military service shall mean service by an active
6 member of the armed services of the United States Army Reserve, the United States Naval
7 Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the
8 United States Air Force Reserve or the Nevada National Guard. Military leave of absence is
9 normally granted without pay, however, a Member may exhaust accrued annual leave,
10 compensatory time off or other leave balances as appropriate prior to commencing leave without
11 pay.

12 A. In order to be eligible, Members must submit written verification (orders) from the
13 appropriate military authority, and whenever possible the Member shall notify the District Chief
14 with the orders of such and a leave request at least ten (10) working days in advance of the
15 beginning date of such leave.

16 25.2 There shall be no loss of seniority, sick leave or annual leave rights during such leave.
17 While in a non-pay status on military leave, the Member shall not accrue annual leave, sick leave,
18 holidays or any other benefits during the leave. Insurance benefits, such as, but not limited to,
19 health, dental, life and disability insurance for the Member and his dependents will not be
20 maintained by the District during the leave while in a non-pay status. The Member may elect to
21 pay the entire premiums and maintain the insurance during the leave. The premiums must be paid
22 in advance to the District.

23 25.3 The District will reinstate Members returning from military leave to their same position or
24 one of comparable seniority, status and pay if they:

25 A. Have a certificate of satisfactory completion of service;

26 B. Apply within ninety (90) days after release from active duty or within such extended
27 period, if any, as their rights are protected by law; and

28 C. Are qualified or are, with reasonable accommodation, able to re-qualify to fill their former
29 position.

30 D. The District shall comply with NRS 412.139 and may not terminate the employment of a
31 member for assembling for training, participating in field training, or active duty or has been

1 ordered to serve. This applies to members of the National Guard from another state employed with
2 the District; per NRS 412.139 (b).

3 25.4 Exceptions to this policy shall be made whenever necessary to comply with applicable state
4 and federal laws.

5 25.5 Per NRS 281.145 (1) Except as otherwise provided in subsection 2, any public officer or
6 employee of the State or any agency thereof, or of a political subdivision or an agency of a political
7 subdivision, who is an active member of the United States Army Reserve, the United States Naval
8 Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the
9 United States Air Force Reserve or the Nevada National Guard must be relieved from the officer's
10 or employee's duties, upon the officer's or employee's request, to serve under orders including,
11 without limitation, orders for training or deployment, without loss of the officer's or employee's
12 regular compensation for a period of not more than the number of hours equivalent to fifteen (15)
13 working days in any 12-month period, as prescribed in subsection 3 or 4, as applicable. No such
14 absence may be a part of the officer's or employee's annual vacation provided for by law.

15 25.6 Per NRS 281.145 (2) In addition to the leave authorized pursuant to subsection 1, any
16 public officer or employee of the State or any agency thereof whose work schedule includes
17 Saturday or Sunday and who is an active member of the United States Army Reserve, the United
18 States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard
19 Reserve, the United States Air Force Reserve or the Nevada National Guard must be relieved from
20 the officer's or employee's duties, upon the officer's or employee's request, for a period of not
21 more than the number of hours equivalent to Twenty-four (24) working days in any 12-month
22 period, as prescribed in subsection 3, to serve under orders for training that is scheduled on a
23 Saturday or Sunday, including, without limitation, monthly and annual training. No such absence
24 may be a part of the officer's or employee's annual vacation provided for by law. An officer or
25 employee is not entitled to receive his or her regular compensation for any hours in a working day
26 in which the officer or employee serves under orders for training pursuant to this subsection if his
27 or her military pay for the service is equal to or exceeds his or her regular compensation for those
28 hours. If the officer's or employee's military pay does not exceed his or her regular compensation
29 for those hours, the officer or employee is entitled to receive, in addition to his or her military pay
30 for those hours, the difference between the regular compensation that the officer or employee

1 would have otherwise received as an officer or employee and his or her military pay for those
2 hours. An officer or employee is not entitled to:

3 (a) Receive any other compensation for which he or she would otherwise be eligible,
4 including, without limitation, compensation pursuant to NRS 284.358; or

5 (b) Use any annual leave, compensatory time or other paid leave or any unpaid leave that is
6 required as a result of statewide economic conditions, for any hours for which the officer or
7 employee receives compensation pursuant to this subsection.

8 4. A political subdivision shall establish the 12-month period during which an officer or
9 employee of an agency of the political subdivision or an agency thereof is eligible to take the
10 number of working days of leave set forth in subsection 1.

11 5. As used in this section:

12 (a) "Work schedule" means the working days that an officer or employee is regularly assigned
13 to work. The term does not include, without limitation, any temporary change in assigned working
14 days unless the change becomes permanent.

15 (b) "Working day" means a period of work consisting of the number of hours that a public
16 officer or employee is regularly scheduled to work. The term does not include, without limitation,
17 overtime, or any time in which the officer or employee is on standby status or has been called back
18 to work during his or her scheduled time off.

19 **ARTICLE 26 - BEREAVEMENT LEAVE**

20 26.1 When a death occurs in the immediate family, (immediate family of a Member shall consist
21 of spouse, mother, father, sister, brother, or child, foster child; spouse's child, mother, father, sister,
22 brother; grandparents or grandchildren), of a Member, said Member shall be entitled to a leave of
23 absence with pay chargeable to the Member's sick leave, for each death of an immediate family
24 member. Bereavement leave will be charged to the Member's sick leave. Forty (40) hour
25 employees will be granted up to Eighty (80) hours of leave. Twenty-Four (24) hour shift
26 employees will be granted up to One-Hundred and Twelve (112) hours of leave. Members may
27 request leave as necessary based on individual circumstances. For the purposes of bereavement
28 leave, exceptions may be made to include family member related by birth, adoption and/or through
29 marriage; Member's partner, an individual who was dependent upon the Member for care, or any
30 individual who was living in the Member's home.

1 **ARTICLE 27 - MATERNITY/PATERNITY LEAVE (FMLA)**

2 27.1 The District will comply with FMLA.

3 27.2 Maternity- Light duty shall be provided for a member who upon recommendation from the
4 members personal physician she is unable, for medical reasons, to perform her fire suppression
5 duties. The decision to provide light duty status shall be the sole discretion of the District Chief,
6 but shall not affect the safety of the pregnant employee.

7 27.3 Paternity- Absence from work due to the birth or adoption of the member's child shall
8 follow the requirements of FMLA.

9 **ARTICLE 28 - HOLIDAY PAY**

10 28.1 The following holidays are established as official District holidays:

- 11 A. January 1st, New Year's Day
- 12 B. Third Monday in January, Martin Luther King Day
- 13 C. Third Monday in February, President's Day
- 14 D. Last Monday in May, Memorial Day
- 15 E. July 4th, Independence Day
- 16 F. First Monday in September, Labor Day
- 17 G. Last Friday of October – Nevada Day
- 18 H. November 11th, Veterans Day
- 19 I. Fourth Thursday in November, Thanksgiving
- 20 J. Fourth Friday in November as Family Day
- 21 K. December 25th, Christmas Day

22 28.2 Any day that may be appointed by the President of the United States, the Governor of the
23 State of Nevada, or the Central Lyon County Fire District Board of Directors as a legal holiday.

24 28.3 Holidays shall be observed on the same day on which the official holiday occurs.

25 28.4 A holiday that falls on a Forty (40) hour paid Member's scheduled day off shall be observed
26 on the work day closest to the official holiday.

27 28.5 A full time paid member on a forty (40) hour work schedule who does not work on
28 designated holidays shall receive holiday pay at their base hourly rate in each pay period in which
29 a holiday is observed. If they are working a five (5) day a week eight (8) hours a day schedule
30 they will receive eight (8) hours of holiday pay. If they are working a four (4) day a week ten (10)
31 hours a day schedule they will receive ten (10) hours of holiday pay.

1 28.6 A full-time paid member on a forty (40) hour work schedule who is required to work on
2 designated holidays will receive either eight (8) or ten (10) hours of holiday pay at their base hourly
3 rate in addition to their base hourly rate for actual hours worked in each pay period in which a
4 holiday is observed in lieu of time off.

5 28.7 Paid members on Twenty-Four (24) hour shift schedules shall be paid an extra twelve (12)
6 hours at their base hourly rate of compensation in each pay period in which a holiday is observed
7 in lieu of time off.

8 **ARTICLE 29 - EMPLOYEE EVALUATIONS**

9 29.1 Purpose and Objectives. The purpose of the Employee performance evaluation system is
10 to establish and maintain an ongoing means of communicating between Members and managers
11 and/or supervisors for the purpose of clarifying organizational goals and linking them to Member
12 expectations; motivating Members; ensuring high performance; maximizing Member potential;
13 identifying employee training needs; and formally documenting Member behavior. Members
14 along with their managers and or supervisors are expected to discuss suggestion issues or concerns
15 at any time in an effort to maintain a positive and open working relationship.

16 29.2 Schedule and Timing of Performance Evaluations. Members will receive a performance
17 evaluation at six (6) months and at the completion of the twelve (12) month probationary period.
18 Performance evaluations will then be given every twelve (12) months at the time a merit step is
19 due until the maximum wage of the salary range is reached, and annually thereafter. Whenever a
20 commendation or a serious problem warrants special attention, as determined by the District Chief,
21 a special performance evaluation may be made.

22 29.3 The Performance Evaluation

23 A. Evaluations will be based on performance and/or behavior which occurred during
24 the rating period. Previous evaluations may be referenced to support trends or patterns of
25 performance, but prior performance should not be used solely as the basis of arriving at current
26 reviews.

27 B. The performance evaluation shall be on a form provided by the District. The
28 evaluation shall be prepared by the supervisor directly responsible for the paid member's
29 performance and shall be reviewed with the Chief. The immediate supervisor shall conduct a
30 private interview with the Member in an unhurried atmosphere. The Member shall sign the
31 performance evaluation form, indicating that it was discussed with him, not that the Member

1 agrees with or endorses the evaluation. The Member may add written comments to the
2 performance evaluation. A copy of the performance evaluation will be provided to the Member
3 and the original, along with any Member's comments, will be placed in the Member's personnel
4 file.

5 C. Managers and supervisors are encouraged to maintain ongoing informal
6 discussions with Members about Member performance and development. It is not necessary to
7 wait until a formal review to discuss progress and amend or modify the previously established
8 performance criteria.

9 29.4 Appeal of Performance Evaluations. A Member, other than a Member on an initial
10 probation record, who receives an overall unsatisfactory performance evaluation rating, may
11 request a meeting with the District Chief. The District Chief shall meet with the Member in a
12 timely manner to discuss the evaluation. The decision of the District Chief shall be final.

13 29.5 Employee evaluations will be completed and placed in the employee's file within 30 days
14 from his/her anniversary date. If eligible for a step increase, the step will be retroactive to the date
15 of the closest pay period after the anniversary date. If the evaluation has not been completed within
16 30 days from the anniversary date, the step increase will be automatic regardless of evaluation
17 status as positive or negative and the pay increase will be retroactive to the closest pay period after
18 the anniversary date.

19 **ARTICLE 30 - OUT OF DISTRICT ASSIGNMENTS**

20 30.1 Members who are on out of district wildland assignments will be compensated portal to
21 portal at overtime rate, excluding their normally scheduled work hours, scheduled trade days, sick
22 leave, administrative leave, and/or worker's compensation leave.

23 30.2 When Members respond to an initial attack/immediate need incident within Northern
24 Nevada Region I during their normal work hours and the assignment extends beyond their
25 normally scheduled work hours they will be offered relief replacement at the end of their scheduled
26 shift but can choose to stay on the assignment and be rotated on the wildland overtime list. If no
27 replacement is available the member will be mandatorily held and replaced as soon as possible and
28 not be rotated on the wildland overtime list.

29 30.4 A member who is assigned as an Engine Boss shall be compensated at Acting Captain
30 wage for the assignment; they shall return to their base rate of pay upon return from the assignment.

1 30.5 For planned need assignments Out of District – the district duty officer shall follow the
2 Memorandum of Understanding- Subject: “Filling of Out of District Assignments” MOU initially
3 dated June 27, 2017 and any revisions that follow. The MOU is enforceable the full extent of
4 Article 16: Grievance and Arbitration article of this Collective Bargaining Agreement.

5 A. The “Filling of Out of District Assignments” MOU shall be reviewed annually in
6 March and as necessary thereafter by the Labor Management Committee. All changes mutually
7 agreed upon by the District’s and the Association’s representatives in committee shall be reflected
8 in an amended MOU that has been signed and dated by the District Fire Chief and the Association
9 President prior to enforcement. The amended MOU shall be posted at all locations where Members
10 report to work, and on the Company Server within the Association folder.

11 30.6 Backfill of station coverage that requires overtime will shall follow Article 19.7.

12 **ARTICLE 31 - PUBLIC EMPLOYEES RETIREMENT SYSTEM**

13 31.1 The District will follow applicable state law to pay for any contributions or increases to the
14 Public Employees Retirement System.

15 **ARTICLE 32 - WAGE ADJUSTMENTS AND COLA’S**

16 32.1 For fiscal year 2018-2019 there will be a 4.0% comprehensive COLA wage adjustment,
17 in the first (1st) full pay period of July 2018.

18 32.2 For fiscal year 2019-2020 there will be a 4.0% comprehensive COLA wage adjustment, in
19 the first (1st) full pay period of July 2019.

20 32.3 For fiscal year 2020-2021 there 4.0% comprehensive COLA wage adjustment, in the first
21 (1st) full pay period of July 2020.

22 32.4 For fiscal year 2021-2022 the District and Association agree that in March of 2021 we shall
23 enter into negotiations in good faith to determine a comprehensive COLA wage adjustment that
24 will be due in the first (1st) full pay period of July 2021.

25 32.5 For fiscal year 2022-2023 the District and Association agree that in March of 2021 we shall
26 enter into negotiations in good faith to determine a comprehensive COLA wage adjustment that
27 will be due in the first (1st) full pay period of July 2022.

28 32.6 All Wage Adjustments and COLA’s will be administered at the end of the first (1st) full
29 pay period in the month they have been determined to be administered.

1 **ARTICLE 33 - EDUCATION PROGRAM**

2 33.1 The District will provide an employee reimbursement program to assist employees with
3 continuing education towards a degree program in the fields of Fire Science, Fire Prevention,
4 Business Administration, Chemistry, Emergency Management, Nursing, Emergency Medical
5 Services and other degree programs as approved by the District Chief.

6 A. There will be a total of \$5,000 available per budget cycle with \$2,500 available for
7 both the fall semester and spring semesters with 5 scholarships available each semester.

8 B. Applications for reimbursement will be accepted in the first three weeks of each
9 semester for reimbursement at the end of the semester. To receive reimbursement, recipients must
10 provide copies of their receipts and proof of achieving a grade of “C” or better.

11 C. For the fall semester – if there are less than five qualified applicants, any portion of
12 the \$2,500 that isn’t used will carry over to the spring semester.

13 D. For the spring semester – if there are less than 5 qualified applicants, the money
14 may be divided equally among the applicants up to the amount of their receipts.

15 33.2 The District agrees to reimburse each member up to five-hundred (\$500) dollars biennially
16 for receipted expenses from approved CAPCE EMS CEU courses to assist employees with
17 education towards their Paramedic and EMT refresher.

18 A. The Member must produce a receipt and course completion certificate to the office
19 manager to be reimbursed.

20 33.3 Paramedic Education Expense advanced payment program. As it is considered a benefit
21 to our Member who seeks promotion to the Paramedic level; any Member who is selected to attend
22 a Paramedic program at the Districts expense shall agree to the terms of this advanced payment
23 program agreement.

24 A. In consideration of actual payment of all tuition, uniforms, books, supplies and
25 education leave expenses by the District, you agree to the following:

26 1. If you are unable to complete the terms of this agreement due to what the
27 District and Association mutually agree to be considered extenuating circumstances (personal
28 disabling illness/injury or significant illness/injury of a family member causing work impacts
29 beyond FMLA) you shall be granted a special consideration for forgiveness by the Board of
30 Directors.

1 2. If you fail to complete certification you will refund the entire amount of the
2 educational expenses provided to you.

3 3. If you voluntarily terminate employment with the District prior to
4 completing the course, internship or TAP, you will refund the entire amount of the
5 educational expenses provided to you.

6 4. If you voluntarily terminate employment with the District prior to
7 completing six (6) consecutive months of active employment post completion of TAP, you will
8 refund the entire amount of the educational expenses provided to you.

9 5. If you voluntarily terminate employment with the District after completing
10 six (6) months of active employment post TAP but prior to completing Twenty-four (24)
11 consecutive months of active employment, you will refund a prorated share of the educational
12 expenses provided to you. The prorated amount will be based on the actual total amount of
13 educational expenses provided divided by the percentage of time left in months from the twenty-
14 four (24) months that you did not continue working.

15 B. As this is a personal Agreement with the District, any action brought to enforce any
16 provision of this individual Agreement by the District, the Member agrees to pay all costs
17 associated with the action as well as any costs of litigation, including all reasonable attorney fees.

18 C. This Educational Expense Agreement creates no contract of employment between
19 any Member and the District. You may terminate your employment with the District at any time
20 with or without cause, and the District may terminate your employment at any time with or without
21 cause.

22 D. Any Member who accepts the education and payment must sign an individual
23 agreement to these terms.

24 E. The District must keep actual records of all expenses related to tuition, uniforms,
25 books, supplies and education leave for each Member who has received advanced payment.

26 1. The Member may request a copy of these expenses at any time.

27 **ARTICLE 34 - HAZ-MAT TECHNICIAN/SPECIALIST INCENTIVE**

28 34.1 Effective July 1, 2005 Members who are certified as Hazardous Materials
29 Technician/Specialist under CFR 29, SARA title 3 and recognized by the District and Quad County
30 Hazardous Materials Team shall be paid an incentive of two percent (2%) of their base wage.

1 34.2 The maximum number of represented Members eligible to receive the technician incentive
2 is Twelve (12).

3 **ARTICLE 35 - GROUP HEALTH INSURANCE**

4 35.1 The District agrees to maintain, at a minimum, the level of care provided under our current
5 Medical, Dental and Vision plans.

6 35.2 **Medical** – this includes 100% coverage for the employee and dependents under our current
7 Health Savings Account program. Coverage Benefits will continue at the level presently provided
8 as outlined in the Explanation of Benefits. The District agrees to payment of \$2,150.00 into each
9 Employees HSA account annually in the first (1st) full pay period in January.

10 A. Effective July 1, 2018, and thereafter for the duration of this contract, there will be
11 a eight and one-half percent (8.5%) budgeted cap on the increase of coverage premium increase
12 covered by the District. The District and the Association shall negotiate annually during the
13 November contract re-opener for the purpose of negotiating the calendar year group insurance
14 package renewal with the purpose of utilizing the best use of funds to maintain similar plan benefit
15 coverage levels and premium cost under the cap. This cap shall be compared to the previous
16 months actual health care premium expenses, and a comparison of total premium expenses divided
17 by number of lives covered.

18 1. Any planned or know additional premium expenses shall be added to the
19 group insurance budget line item prior to comparing the premium cap. I.e.; new hires, planned
20 new hires....

21 B. Any dependent health insurance coverage premium budget cap excess or shortage
22 shall be divided upon all employees and either added to or subtracted from their annual HSA
23 district contributions only one (1) time annually in the first (1st) pay period in January. If a change
24 is made to the HSA contribution amount to meet the cap this amount will be the base amount in
25 Subsection 35.2 for the next year.

26 35.3 **Dental** – The District will continue to provide Dental care at the level presently provided
27 as outlined in the Explanation of Benefits.

28 35.4 **Vision** – The District will continue to provide Vision care at the level presently provided
29 as outlined in the Explanation of Benefits.

30 35.5 **Air Ambulance** – The District agrees to pay for Careflight memberships for each
31 member’s household not to exceed \$60.00.

1 **ARTICLE 36 - GROUP LIFE INSURANCE**

2 36.1 The District agrees to pay for Group Life Insurance for each member at no cost to the
3 member in the amount of \$25,000.00 for the member, \$3,000 for the spouse, and \$2,000 for each
4 child over 12 months until the age of eighteen (18).

5 **ARTICLE 37 - POST-RETIREMENT MEDICAL BENEFITS**

6 37.1 The District agrees to pay toward the member’s Group Health Care insurance premium
7 based on the following stipulations:

8 A. The District will pay toward the member’s premium only.

9 1. For any Member who retires after July 1, 2022, any excess between the
10 Members defined percentage and dollar amount and actual premium cost shall be contributed
11 toward their spousal benefit to a maximum of the defined dollar amount.

12 2. The Member must be married to the spouse at time of retirement.

13 B. The District will pay based on attaining a minimum of 15 years of service and with
14 the member choosing to draw their PERS retirement at the time of separation of service with the
15 District.

16 1. If the member leaves the District and does not begin drawing their PERS
17 retirement at time of separation they are not eligible to receive any insurance benefit from the
18 District.

19 C. The District will pay a percentage based on years of service up to the dollar amount
20 listed in the chart below.

Years of Service	Percentage Covered	Dollar Amount Covered
15	50%	\$350.00
20	75%	\$525.00
25	100%	\$700.00

21 37.2 Upon attainment of Medicare age, the District’s contribution to the member’s health
22 insurance will cease, however the member may choose to continue with the District’s policy at the
23 time as a supplemental to their Medicare coverage with the member paying the entire premium.

24 37.3 Whenever a member retires and draws pension under Nevada State PERS and was eligible
25 to be covered or had dependents that were eligible to be covered by group health insurance, Vision,
26 and Dental has the option upon retirement to cancel or continue any such coverages. The retiree

1 shall assume the portion of the premium for the coverage which the District does not pay on behalf
2 of retired member.

3 A. Notice of the selection of the option to continue or cancel must be given in writing
4 to the District upon notice of retirement.

5 B. A dependent of such a retired person has the option, which may be exercised to the
6 same extent and in the same manner as the retired person, to cancel or continue coverage in effect
7 on the date the retired person dies.

8 1. The dependents notice of the selection of the option to continue or cancel
9 must be given in writing to the District within 60 days after the date of death. If no notice is given
10 within the time frame they will be removed from coverage.

11 2. The dependent shall assume the premium for the coverage if continued.

12 37.4 A retired member, the surviving spouse or dependent may reinstate insurance that, at the
13 time of reinstatement, is provided by the District to the active members and their dependents. The
14 retired member, the surviving spouse or dependent shall assume the full premium for the coverage.
15 The retired member, the surviving spouse or dependent must submit written notice of the intent to
16 reinstate the insurance not later than August 31 prior to the plan renewal year; coverage will
17 reinstate on the plan renewal.

18 37.5 The district will continue contributions as negotiated to a trust fund that will be
19 administered by both the District and the Association.

20 **ARTICLE 38 - LONGEVITY PAY**

21 38.1 All Members covered hereunder who have completed a total of five (5) years or more of
22 full-time service with the District shall be entitled to longevity pay at the rate of .005 of the base
23 pay of FF-2 step 4 for each year of continuous service with the District up to a maximum of 20
24 years of service.

25 38.2 Effective July 1, 2013, Members eligibility for longevity pay shall be reviewed after
26 achieving 5 years of full time status and calculated at the Members anniversary date each year
27 thereafter with a payment to be effected in an annual installment payable in the next full pay period
28 after.

29 38.3 Qualified Members retiring before the due date of the annual payment shall receive a
30 prorated payment based on the last whole year completed. Any other form of severance from
31 service will not be recognized for longevity compensation without board approval.

1 **ARTICLE 39 - UNIFORM ALLOWANCE**

2 39.1 The District shall provide a uniform allowance annually not to exceed seven-hundred
3 (\$700.00) dollars to Members who are required by the District to wear a uniform. Payment shall
4 be in accordance with procedures established by the District Chief.

5 A. The District agrees to provide an annual allotment of six (6) t-shirt to each member
6 free of cost and distributed through the chosen vendor.

7 B. A member whose uniforms are in good repair, upon April 1st, may elect to use any
8 remaining balance toward the purchase of non-uniform items that are pertinent to their job duties
9 and functions. (I.e.: fitness apparel, wildland accessories and equipment, EMS safety items or
10 items approved by the District Chief or his designee.)

11 39.2 Members shall conduct themselves in such a manner, when wearing clothing that identifies
12 them as District representatives, so as to not bring discredit to the District.

13 39.3 Members will be required to obtain all the components of their Class A uniform by the end
14 of their second year of full time service.

15 A. The District will buy the Member’s jacket and pants in their second year of
16 employment.

17 B. The Member will be required to purchase the remaining pieces of the Class A
18 uniform to meet the specifications of the Uniform SOG – Admin #1.

19 39.4 Temporary employees will receive a prorated uniform allowance based on their hire date
20 in reference to the start of the fiscal year. For example – an employee hired in January will receive
21 6/12ths of the annual amount = \$350.00

22 **ARTICLE 40 - MEDICAL EXAMINATIONS**

23 40.1 The District may require a medical examination of a Member at any time for any reasonable
24 cause. The medical examination shall be conducted by a physician selected by the District at its
25 sole expense. The scope of the medical examination shall be determined by the attending
26 physician, with the approval of the District Chief, to assess if the Member is medically fit to
27 effectively perform his job without endangering the health and safety of the other District
28 employees, the public or him/herself.

29 40.2 A Member who is disqualified from employment or who otherwise fails the examination
30 may submit an independent medical opinion that the Member obtains at his/her own expense.

1 40.3 Every Member engaged in emergency response for the benefit or safety of the public shall
2 submit to a pre-employment and regular physical examination as per Administrative SOP #16
3 Revised 02/2008. This Firefighter Medical Examination is designed to meet all Federal, State and
4 workers compensation requirements. The type and frequency of each individual's examinations
5 will be based on his or her level of participation. The cost of the physical examination shall be
6 paid for by the District.

7 **ARTICLE 41 - WORKER'S COMPENSATION LEAVE**

8 41.1 In the event a Member is absent from work due to an on-the-job injury, illness, or
9 occupational disease, which is accepted by the District's Workers Compensation carrier, the
10 District shall pay that Member the difference between awarded Temporary Total Disability (TTD)
11 or Temporary Partial Disability (TPD) payments and the Member's regular, base rate of pay for
12 his/her current position, calculated at an average of One Hundred and Twelve (112) hours per pay
13 period for Twenty-Four (24) hour shift personnel or Eighty (80) hours for Forty Hour Personnel.
14 A Member will be eligible for this supplemental compensation for a period of one hundred eighty
15 (180) calendar days for each separate and unique injury, illness, or occupational disease, unless
16 the following provisions apply:

- 17 A. He/she is able to perform his/her regular duties;
18 B. He/she is able to perform temporary alternative duties in the Fire District; or
19 C. He/she becomes qualified to receive permanent total disability compensation,
20 whichever event occurs first.

21 Payment of supplemental compensation will be applied retroactively to the first day of eligibility
22 for TTD or TPD. During such period, the Member will accrue sick and vacation benefits as if
23 he/she were in full pay status. Further, during such period the District will continue its full
24 contribution toward the Member's group medical insurance coverage. The Member will remain
25 in full pay status by endorsing his/her Worker's Compensation TTD/TPD check over to the
26 District. The District will then pay the Member an amount equal to the TTD/TPD payment and the
27 supplemental compensation.

28 41.2 The District recognizes that a Member must be on medically certified leave from work for
29 at least five (5) days due to an accepted on-the-job injury, illness, or occupational disease, before
30 he/she is eligible for TTD/TPD. Under these circumstances, the District will pay a Member his/her
31 full regular wage for up to the first five (5) days of absence. If a Member subsequently becomes

1 eligible for TTD/TPD for these days, he/she will endorse that Worker's Compensation check over
2 to the District.

3 41.3 Members performing temporary alternative duties in the Fire District may be assigned to
4 an altered schedule, dependent upon their medical restrictions and the alternative duty assignment.
5 Members will remain in full pay status while performing alternative duties in the Fire District,
6 even if their medical restrictions call for less than a full day of work. Members working temporary
7 alternative duties will continue to accrue sick and vacation benefits, as they are in full pay status.
8 The District will also continue its full contribution toward the Member's group medical insurance.
9 If a Member receives TTD/TPD for these days, he/she will endorse that Worker's Compensation
10 check over to the District.

11 41.4 If a Member continues to be absent from work due to an on-the-job injury, illness, or
12 occupational disease after receiving supplemental compensation one hundred eighty (180)
13 calendar days, the Member may continue to remain in a full pay status for an additional one
14 hundred eighty (180) days by using accrued sick and/or vacation. The District shall then pay the
15 Member an amount equal to the difference between utilized sick and/or vacation and TTD/TPD
16 payments and the Member's regular, base rate of pay for his/her current position, calculated at an
17 average of 112 hours per pay period for Twenty-Four (24) hour shift personnel or Eighty (80)
18 hours for Forty (40) hour personnel. A Member will endorse his/her TTD/TPD check over to the
19 District in exchange for his/her full paycheck as set forth above.

20 41.5 If a Member continues to be absent from work due to an on-the-job injury, illness, or
21 occupational disease after the time periods set forth in 1 and 2, above, the Member may continue
22 to remain in a full pay status by using accrued sick, vacation and/or comp time in conjunction with
23 TTD/TPD payments. A Member will endorse his/her TTD/TPD check over to the District in
24 exchange for his/her full paycheck as set forth above.

25 41.6 If the Member exhausts all of his/her accrued sick, vacation and/or comp time, the Member
26 may apply for Catastrophic Leave per Article 24.

27 41.7 Should a Member have permanent work restrictions imposed or a permanent total disability
28 as determined by the Worker's Compensation carrier that leaves the Member unable to perform
29 the entire essential functions of his/her current position, the Member shall immediately file all
30 necessary paperwork to initiate the retirement process. The Member, District and Association
31 shall work to expedite the retirement process.

1 41.8 **Communicable Disease**

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

8 B. The Member shall be provided with preventive measures designed to protect the
9 Member against communicable diseases. These measures shall include, but are not limited to, medical
10 procedures such as hepatitis and other vaccines and blood tests, and medical equipment such as,
11 gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or
12 impede communicable disease. The use of protective equipment may be required by a supervisor if it
13 appears the non-use of this equipment may endanger the Member or another Member.

14 1. Participation in any medical procedures, such as vaccination and testing, shall
15 be at the discretion of the Member, and the District shall not be held responsible for any consequences
16 to the Member as a result of the Member having or not having received any vaccinations or tests. This
17 does not waive the Member's rights under Workers' Compensation.

18 **ARTICLE 42 - ALTERNATIVE DUTY ASSIGNMENT**

19 42.1 Upon receipt of medical documentation that a Member is temporarily unable to perform
20 all of the essential functions of his/her current position due to an on-the-job injury, illness, or
21 occupational disease, which is accepted by the District's Workers Compensation carrier, the
22 District may offer alternative duty in accordance with subsection (8) of NRS 616C.475.
23 Alternative duty shall be limited to that which is within the physical limitations or restrictions
24 imposed upon the work of the employee by the Treating Physician authorized pursuant to NRS
25 616B.527 or appropriately chosen pursuant to subsection (3) of NRS 616C.090 and which
26 contributes in a meaningful and identifiable way to the function and mission of the District.

27 42.2 The Member may choose not to accept the District's offer of Alternative Duty Assignment
28 in which case their sick leave will be charged hour for hour until they are able to return to full duty
29 status as authorized by the Treating Physician.

1 A. Refusal to accept Alternative Duty Assignment in no way waives the Member's
2 right to continued medical treatment and rehabilitation required by their Treating Physician in
3 order to return them to Full Duty.

4 42.3 The parties agree that alternative duty assignments are to be of a temporary nature for the
5 transition of the Member back to unrestricted, full duty performance of all of the essential functions
6 of his/her current position and may be provided insofar as there is a reasonable medical probability
7 that the Member will be able to resume full duty upon reaching maximum medical improvement
8 (MMI). Once a Member has been medically released for full duty, the Member will be returned
9 to full duty.

10 **ARTICLE 43 - DRUG TESTING**

11 43.1 The Association recognizes the existing Drug and Alcohol-Free Workplace Standard
12 Operating Procedure Admin SOP 12.

13 **ARTICLE 44 - PROMOTIONAL VACANCIES AND NOTICE**

14 44.1 The District shall have the right to decide if any vacancy shall be filled or promotion made
15 in accordance with Article 5.

16 44.2 All promotional vacancies for the position of Captain shall be filled by Members provided
17 that they meet the minimum requirements of the position established by the District, prior to the
18 position being offered in open competitive testing.

19 44.3 If a vacancy opens in the rank of Captain and there is a current acting list, the top ranked
20 individual will be offered the position.

21 44.4 In the event there is an opening in the rank of Captain and there is not a current acting list,
22 the District reserves the right to a temporary promotion to fill the position for up to Six (6) months
23 in order to establish a testing process to fill the position.

24 44.5 Military Leave Vacancies – in the event a position is opened due to the Member being on
25 ordered military leave, the District reserves the right to fill the temporary position for up to Twelve
26 (12) months without establishing that temporary Member as a Regular Paid Member. If the
27 temporary Member has occupied the position for greater than Twelve (12) months they will be
28 confirmed as a Regular Paid Member. When the Member on Military Leave returns to occupy
29 their position – the temporary Member who achieved Regular Paid Member status will have right
30 to re-employment under Article 18.

1 44.6 Notice of all promotional vacancies within the District shall be given to the Association
2 President for Distribution to Members. The opening will be posted for a period of not less than
3 Sixty (60) calendar days prior to the last date for application.

4 44.7 The District Chief shall adopt selection techniques, subject to Board of Directors approval,
5 which are impartial, culturally fair and related to the essential functions of the job classification.
6 The examination may include, but is not limited to, one or more of the following:

7 A. A written test measuring the candidate's aptitude and/or job knowledge.

8 B. An application evaluation of each candidate's applicable training and experience
9 directly related to the job.

10 C. A performance test whereby candidates demonstrate the degree of job knowledge
11 and ability possessed.

12 D. A physical fitness test whereby candidates demonstrate their physical capacity to
13 perform the essential functions of the job.

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

16 44.8 Applications, recruitment and selection documents shall be retained in accordance with
17 applicable State and Federal regulations.

18 44.9 Notice of job openings shall contain the following information:

19 A. Title and job description of the position;

20 B. All eligibility requirements including: education, employment, training or
21 experience criteria, and whether equivalent factors will be recognized, and the weight to be given
22 each requirement in evaluating a candidate;

23 C. Whether District or other seniority or length of service will be considered a factor,
24 and if so, what weight will be given to such consideration in measuring or rating applicants;

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

28 E. What components of the test will be used from Paragraph 2 items A-E and the
29 relative weight to be given to each in scoring the test results;

1 F. Whether the tests will be used to establish an eligibility list based upon ranking or
2 rating of test applications with the highest overall score being placed first, next highest second,
3 and so on down the list of candidates, and if so;

4 G. How long the list will be retained and/or effective;

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

6 49.10 The District will not be obligated to provide copies of the study/preparation materials.

7 **ARTICLE 45 - WORKING OUT OF CLASSIFICATION**

8 45.1 Responsibility Compensation – An hourly employee of Central Lyon County Fire
9 Protection District that is required to work in an acting position of a higher rank shall be paid at
10 the hourly rate of that higher rank’s first step rate of pay.

11 A. This shall be paid on an hour for hour basis, and shall be in effect whenever the
12 Member works in the higher classification for one (1) or more hours and will be paid in ¼ hour
13 increments after the first hour.

14 **ARTICLE 46 - SAFETY STAFFING**

15 46.1 For the purposes of safety, the District shall maintain a minimum of Six (6) Members on
16 duty (A, B, C shifts) with at least One (1) Company Officer and Three (3) Firefighter/Paramedics,
17 outside of the Captains Paramedic certification, on duty at all times.

18 A. In the event the District staffing levels reach eight (8) on all of the A, B, C shifts
19 the District and the Association agree to negotiate the second (2nd) Company Officer on shift.

20 B. In the event the District staffing levels reach nine (9) on A, B, C shifts and any
21 additional staffing increases thereafter the District and the Association agree to negotiate the
22 minimum staffing.

23 C. Members will be required to remain on duty until their replacement arrives in order
24 to maintain the requirement of this Article. See Article 20.3.

25 **ARTICLE 47 - LABOR AND MANAGEMENT COMMITTEES**

26 47.1 There shall be a Labor/Management Contract Committee:

27 A. Consisting of Two (2) Association representatives and Two (2) District
28 representatives. The Committee shall meet on request of either party and at least once a quarter to
29 discuss all matters of mutual concern. The Committee shall have the authority to make
30 recommendations to the Association and the District.

31 47.2 There shall be a Labor/Management Safety Committee:

1 A. Consisting of Two (2) Association representatives and Two (2) District
2 representatives. The Committee shall meet on request of either party and at least once a quarter to
3 discuss all matters of mutual concern. The Committee shall have the authority to make
4 recommendations to the Association and the District.

5 47.3 There shall be a Labor/Management Insurance Committee:

6 A. Consisting of Two (2) Association representatives and Two (2) District
7 representatives. The committee will meet as needed.

8 47.4 If the Association representatives on these Committees are scheduled on shift on the day
9 of the meeting, the District will provide shift coverage for them during the scheduled time of the
10 meeting at no cost to the Association member so as not to jeopardize District coverage.

11 **ARTICLE 48 - USE OF DISTRICT EQUIPMENT AND FACILITIES**

12 48.1 Inter-District Mail/E-mail/Phone Systems

13 A. The District will allow limited use of the Inter-District mail system and the
14 District's email system.

15 B. All use of the District's email system is subject to the District's internet and E-mail
16 policy, including the provision that no reasonable expectation of privacy exists for messages
17 placed on the system, and that all messages are subject to applicable provisions under Nevada
18 Public Records Law.

19 C. The District will allow the use of its land-line phone system for local calls only and
20 as long as they don't interfere with the normal operation of the Fire District.

21 48.2 Use of District Copiers and Computers: The District will allow the Association to use the
22 District's copiers and/or computers for Association business under the following conditions:

23 A. Association will reimburse the District for costs associated with the usage of
24 District supplies used for Association business.

25 B. All copying and computing will be done outside of public access hours.

26 C. The use of the District's machines by the Association will not interfere with District
27 business.

28 48.3 Use of Association Computers: The District will permit use of Association computers on
29 District property after the hour of 1700. Use during normal business hours must not interfere with
30 the daily operations of the District.

1 48.4 Use of District Facilities: The District will allow the use of its facilities for Association
2 meetings so long as the meetings do not interfere with the normal operations of the Fire District.
3 Use of District facilities does not offer any guarantee of the privacy of the meetings.

4 **ARTICLE 49 - WAIVER OF AMBULANCE FEES**

5 49.1 Members and their household will not be billed for any ambulance fees charged by the
6 District which are not covered by insurance.

7 A. Members must provide an updated list of those people residing in their home any
8 time there is a change.

9 **ARTICLE 50 - PRINTING AND SUPPLYING AGREEMENT**

10 50.1 The District agrees to pay fifty (50%) percent of the cost of sufficient copies (in booklet
11 form) of the Collective Agreement for distribution to all Employees and management personnel.

12 **ARTICLE 51 - AMENDMENTS AND RE-OPENERS**

13 51.1 **Amendments:** If either the Association or the District desires to modify or change this
14 agreement during its term, it shall serve written notice upon the other party setting forth the nature
15 of the modifications or changes. The other party will have 15 days to review the proposed change
16 and if it agrees, that Article or section thereof may be open to negotiations to be scheduled as soon
17 as reasonably possible for both parties.

18 A. Any amendment, whether a proposed amendment, or an alternative to a proposed
19 amendment, that may be mutually agreed upon, shall become part of the agreement, effective upon
20 the agreed date.

21 B. Any amendment to the contract must be made in accordance with NRS 288 and this
22 contract.

23 C. The parties agree that an opened Article may have an impact on other Articles.

24 51.2 **Re-Openers**

25 A. In November of 2018, Article 35 of the contract will be Re-Opened for the purpose
26 of reviewing Group Insurance for calendar year 2019. (refer to article 35.2 A)

27 B. In November of 2019, Article 35 of the contract will be Re-Opened for the purpose
28 of reviewing Group Insurance calendar year 2020. (refer to article 35.2 A)

29 C. In November of 2020, Article 35 of the contract will be Re-Opened for the purpose
30 of reviewing Group Insurance calendar year 2021. (refer to article 35.2 A)

1 D. In November of 2021, Article 35 of the contract will be Re-Opened for the purpose
2 of reviewing Group Insurance calendar year 2022. (refer to article 35.2 A)

3 E. In November of 2022, Article 35 of the contract will be Re-Opened for the purpose
4 of reviewing Group Insurance calendar year 2023. (refer to article 35.2 A)

5 F. In March of 2021 Article 32 of the contract will be Re-Opened for the purpose of
6 reviewing Wage adjustments and COLA's. (see article 32.5)

7 G. In March of 2022 Article 32 of the contract will be Re-Opened for the purpose of
8 reviewing Wage adjustments and COLA's. (see article 32.6)

9 H. In addition, each party may Re-Open any one (1) other article per contract period.

10 **ARTICLE 52 - HABITABILITY OF STATIONS**

11 52.1 The District shall at all times maintain the stations in a habitable condition. A station is not
12 habitable if it substantially lacks one or more of the following:

13 A. Effective waterproofing and weather protection of roof and exterior walls and
14 doors.

15 B. Plumbing facilities which conform to applicable code when installed and which are
16 maintained in good working order.

17 C. A water supply approved under building code and capable of producing hot and
18 cold running water that is potable, furnished with appropriate fixtures and connected to a sewage
19 disposal system approved under applicable building code and maintained in good working order
20 to the extent that the system can be controlled by the District.

21 D. Adequate heating facilities which conform to applicable building code when
22 installed and are maintained in good working order.

23 E. Electrical lighting, outlets, wiring and electrical equipment which conformed to
24 applicable building code when installed and are maintained in good working order.

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

26 G. Ventilating, air conditioning/swamp coolers and other facilities and appliances
27 maintained in good repair to promote employee respiratory health.

28 H. Stoves for meal preparation and dish washers maintained if they currently contain
29 those features. Said appliances shall be maintained in good repair.

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

1 J. Stations shall be maintained free from noxious odors.

2 52.2 In the event that repairs and/or maintenance, beyond that which is routine and commonly
3 performed by Members, becomes necessary the District shall perform or otherwise arrange for the
4 performance of such repairs and/or maintenance.

5 52.3 The District shall perform or arrange for the performance of remodeling as needed to
6 maintain station in good repair and in habitable condition.

7 52.4 If the inadequate living condition is jeopardizing member safety, whether medically or
8 physically, the Members will be moved to an acceptable station agreed upon by both the
9 Association and the District until their primary station may be repaired.

10 **ARTICLE 53 - SHIFT TRADES**

11 53.1 Members may request to trade shifts in the event that it does not interfere with the operation
12 of the Fire District.

13 53.2 No obligation, financial or otherwise, shall accrue to the District on account of such shift
14 trades.

15 A. Therefore, hours worked by a Member working a shift as the result of a shift trade
16 shall be excluded from any overtime calculation. However, the regularly scheduled Member shall
17 be compensated as if he/she had worked his/her normal schedule for the traded shift.

18 **ARTICLE 54 - PAYROLL DEDUCTIONS**

19 54.1 The District's payroll agent agrees to deduct bi-weekly dues, in the amount certified to be
20 current by the Treasurer of the Association, from the pay of those who individually request in writing
21 that such deductions be made.

22 54.2 The total amount of deductions shall be remitted by the District to the Treasurer of the
23 Association by the deposit of said deductions to the bank account of the Association, the bank to be
24 designated by the Treasurer of the Association, as soon as reasonably possible after the end of the pay
25 period in question.

26 54.3 This authorization for payroll deduction of dues shall remain in full force and effect during
27 the term of this Agreement; provided, however, individual Members may rescind a request that dues
28 be deducted at any time and such written rescission will be honored by the District.

29 **ARTICLE 55 - POLYGRAPH EXAMINATIONS**

30 55.1 No Member shall be compelled to submit to a polygraph examination against his/her will. No
31 disciplinary action or other recrimination shall be taken against a Member for refusing to submit to

1 polygraph examinations. Testimony regarding whether a Member refused to submit to polygraph
2 examination shall be confined to the fact that, "Central Lyon County Fire District does not compel
3 Fire District personnel to submit to polygraph examinations." This article, however, does not apply
4 to applicants in the hiring process.

5 **ARTICLE 56 - LAWSUITS AGAINST MEMBERS**

6 56.1 The District shall provide for the defense, including the defense of cross-claims and
7 counterclaims, of any Member in a civil action brought against that Member based on any alleged
8 act or omission relating to his employment if:

9 A. Within Fifteen (15) day after service of a copy of the summons and complaint or
10 other legal document commencing the action, the Member submits a written request for defense
11 to the District Chief and the Fire District's Attorney; and

12 B. The Attorney has determined that the act or omission of which the action is based
13 appears to be within the course and scope of employment and appears to have been performed or
14 omitted in good faith.

15 56.2 The District's Attorney shall determine as promptly as possible whether or not to tender
16 the defense of the person submitting the request. Until the decision is made, the Attorney shall
17 take appropriate action to defend or otherwise protect the time of the person submitting the request
18 to file a responsive pleading.

19 56.3 In any case in which the District's Attorney determines not to defend, he shall give written
20 notice to the Member who requested the defense either:

21 A. Ten (10) days before the date and answer of other responsive pleading must be filed
22 with the court; or

23 B. If the defense has been commenced, Twenty (20) days before the time an
24 application is made with the court to withdraw as the attorney of record.

25 56.4 At any time after the District's Attorney has appeared in any civil action and commenced
26 to defend any Member, the Attorney may apply to any court to withdraw as the attorney of record
27 for that person based upon:

28 A. Discovery of any new material fact which was not known at the time the defense
29 was tendered and which would have altered the decision to tender the defense;

1 B. Misrepresentation of any material fact which was material to the decision to tender
2 the defense, if that fact would have altered the decision to tender the defense if the
3 misrepresentation had not occurred;

4 C. Discovery of any mistake of fact which was material to the decision to tender the
5 defense and which would have altered the decision but for the mistake;

6 D. Discovery of any fact which indicates that the act or omission on which the civil
7 action is based was not within the course and scope of employment or was wanton or malicious;

8 E. Failure of the defendant to cooperate in good faith with the defense of the case; or

9 F. If the action has been brought in a court of competent jurisdiction of this state,
10 failure to name the District as a party defendant, if there is sufficient evidence to establish that the
11 civil action is clearly not based on any act or omission relating to the defendant's employment.

12 56.5 If any court grants a Motion to withdraw on any of the grounds set forth in subsection 4,
13 the District has no duty to continue to defend any person who is the subject of the Motion to
14 Withdraw.

15 56.6 If the District does not provide for the defense of a Member, and if it is judicially
16 determined that the action arose out of an act or omission of that person during the performance
17 of any duty within the course and scope of said Member's employment and that the act or omission
18 was not wanton or malicious, the District shall be liable to that person for reasonable expenses in
19 carrying on its own defense, including court costs and attorney's fees.

20 56.7 The District may provide for the defense of any Member who is entitled to a defense from
21 the District by tendering the defense to an insurer who, pursuant to a contract of insurance, is
22 authorized to defend the action.

23 56.8 At any time after a written request for defense is submitted to the Fire District's Attorney,
24 the Member requesting the defense may employ his own counsel to defend the action. At that
25 time, the District is excused from any further duty to represent that Member and is not liable for
26 any expenses in defending the action, including court costs and attorney's fees.

27 56.9 In any civil action brought against a Member in which a judgment is entered against said
28 member based on any act or omission relating to his employment, the District shall indemnify him
29 unless;

30 A. The Member failed to submit a timely request for defense;

31 B. The Member failed to cooperate in good faith in the defense of action;

- 1 C. The act or omission of the Member was not within the scope of his employment; or
- 2 D. The act or omission of the person was wanton or malicious.

3 **ARTICLE 57 - PRECEPTOR PAY**

4 57.1 An hourly employee of Central Lyon County Fire Protection District that is required to
5 work as a Paramedic Preceptor is entitled to additional compensation at a rate of 10% above their
6 current hourly rate of pay. These assignments must exceed 4 hours in duration.

7 57.2 During phase 1 and 2 of the Temporary Authorized Provider (TAP) process, the preceptor
8 will be compensated at a rate of 5% above their current hourly rate of pay. These assignments
9 must exceed 4 hours in duration.

10 **ARTICLE 58 - FIREFIGHTER HEALTH AND WELLNESS**

11 58.1 It is the goal of the CLCFA to promote the Health and Wellness of its members. In
12 following the base goals of the International Association of Firefighters and the International
13 Association of Fire Chiefs Joint Labor Management Wellness/Fitness Initiative pursuit of
14 developing our members and improving their strength, flexibility and endurance so they may have
15 long and healthy careers. With this goal in mind, the Association has chosen to participate and
16 abide by Central Lyon County Fire Districts General Order #1- Wellness Fitness Initiative.

17 A. A member will be awarded a one percent (1%) wage scale adjustment for a 90%
18 and above score and a one-half percent (1/2%) wage scale adjustment for an 80% and above score
19 in the annual tiered fitness testing.

20 58.2 Completion of the National Wildfire Coordinating Group arduous standard pack test every
21 year between April 15th and May 31st. This has been a practice of the District and is written in
22 every job description. If a member cannot successfully complete the standard within the given
23 time frame they will be determined unfit for duty and remanded to pack test remediation.

24 A. In the event a member fails to meet the requirements of the National Wildfire
25 Coordinating Group arduous standard pack test of they will enter pack test remediation and be re-
26 tested weekly by the District Chief or his designee until they are able to meet the requirements of
27 the standard. Any costs incurred in the process of the remediation testing will be borne by the
28 District.

29 1. *During the remediation time frame the member will be considered Unfit-
30 for-Duty, converted to a 40 (forty) hour work week and placed on Leave.

1 A. Leave will be taken in the following order: Annual Leave then
2 followed by a maximum of 60 consecutive calendar days of Sick Leave. If the member
3 provides appropriate medical documentation the member will abide by normal sick leave policy
4 and FMLA per contract.

5 2. Weekly re-testing shall consist of an attempt to complete the full pack test,
6 unless there is medical documentation in which the member shall apply for a delay in testing.

7 B. Failure to remediate any standards prior to exhausting Annual Leave, Sick Leave
8 time frame or failure to provide medical documentation will result in member being determined
9 unfit for duty and will result in dismissal from employment.

10 C. Members may apply for a delay in the testing process waiver from the District Chief
11 if he determines the member has experienced a health or physical issue that would prevent them
12 from successfully completing the testing. The length of delay will be determined by the District
13 Chief with testing to resume as soon as possible after the waiver time frame has been completed.

14 **ARTICLE 59 - DISPLAY OF IAFF LOGO**

15 59.1 All employees who are current members of the Union shall be permitted to display an IAFF
16 sticker no larger than 2” on the rear of their helmet and a pin no larger than 1” on their class A and
17 B uniform. If worn, Pin shall be worn to meet the specifications of the Uniform SOG – Admin
18 #1.

SIGNATURE PAGES

In Witness Whereof, the District and the Association have caused this agreement to be executed and the authorized representatives signing below warrant that this agreement has been properly approved by the necessary majority of the governing bodies of the District and the Association.

Central Lyon County Fire Protection District

Fire Board President – Susan Lawson	Date
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Vice President – Tod McIntosh	Date
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Director – Louis Lemaire	Date
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Director – Chuck Ritter	Date
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Director –Raymond Johnson	Date
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District Chief – Rich Harvey	Date
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1 **Central Lyon County Firefighters Association**

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President – Ryan McIntosh

_____ Date

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Vice President – Nick Hernandez

_____ Date

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Secretary/Treasurer – Bradley Bolton

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ATTACHMENTS

Attachment III: Wage adjustment for July 2018.

Grade	Position	Step ¹	Step ²	Step ³	Step ⁴
FF-2	FF/EMT-I	\$54,420	\$57,893	\$61,589	\$65,520
FF-280	FF/EMT-I Fitness ^{0.5%}	\$54,692	\$58,183	\$61,897	\$65,848
FF-290	FF/EMT-I Fitness ^{1.0%}	\$54,964	\$58,472	\$62,205	\$66,175
FF-3	FF/Medic	\$60,467	\$64,326	\$68,432	\$72,800
FF-380	FF/Medic Fitness ^{0.5%}	\$60,769	\$64,648	\$68,774	\$73,164
FF-390	FF/Medic Fitness ^{1.0%}	\$61,071	\$64,969	\$69,116	\$73,528
C-2	Capt/EMT-I	\$67,410	\$70,958	\$74,693	\$78,624
C-280	Capt/EMT-I Fitness ^{0.5%}	\$67,747	\$71,313	\$75,066	\$79,017
C-290	Capt/EMT-I Fitness ^{1.0%}	\$68,084	\$71,668	\$75,440	\$79,410
C-3	Capt/Medic	\$74,900	\$78,842	\$82,992.00	\$87,360
C-380	Capt/Medic Fitness ^{0.5%}	\$75,275	\$79,237	\$83,406.96	\$87,797
C-390	Capt/Medic Fitness ^{1.0%}	\$75,649	\$79,631	\$83,821.92	\$88,234
B-1	Shift ^{BC}	\$89,880	\$94,611	\$99,590	\$104,832
B-180	Shift ^{BC} Fitness ^{0.5%}	\$90,330	\$95,084	\$100,088	\$105,356
B-190	Shift ^{BC} Fitness ^{1.0%}	\$90,779	\$95,557	\$100,586	\$105,880
FAM-1	Fire ^A Apparatus ^M Mechanic ^L	\$48,373	\$51,461	\$54,746	\$58,240

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1 Wage adjustment for July 2019.

Grade	Position	Step ¹	Step ²	Step ³	Step ⁴
FF-2	FF/EMT-I	\$56,597	\$60,209	\$64,052	\$68,141
FF-280	FF/EMT-I Fitness ^{10.5%}	\$56,880	\$60,510	\$64,373	\$68,482
FF-290	FF/EMT-I Fitness ^{11.0%}	\$57,163	\$60,811	\$64,693	\$68,822
FF-3	FF/Medic	\$62,885	\$66,899	\$71,169	\$75,712
FF-380	FF/Medic Fitness ^{10.5%}	\$63,200	\$67,234	\$71,525	\$76,091
FF-390	FF/Medic Fitness ^{11.0%}	\$63,514	\$67,568	\$71,881	\$76,469
C-2	Capt/EMT-I	\$70,107	\$73,796	\$77,681	\$81,769
C-280	Capt/EMT-I Fitness ^{10.5%}	\$70,457	\$74,165	\$78,069	\$82,178
C-290	Capt/EMT-I Fitness ^{11.0%}	\$70,808	\$74,534	\$78,457	\$82,587
C-3	Capt/Medic	\$77,896	\$81,996	\$86,311.68	\$90,854
C-380	Capt/Medic Fitness ^{10.5%}	\$78,286	\$82,406	\$86,743.24	\$91,309
C-390	Capt/Medic Fitness ^{11.0%}	\$78,675	\$82,816	\$87,174.80	\$91,763
B-1	Shift ^{BC}	\$93,476	\$98,395	\$103,574	\$109,025
B-180	Shift ^{BC} Fitness ^{10.5%}	\$93,943	\$98,887	\$104,092	\$109,570
B-190	Shift ^{BC} Fitness ^{11.0%}	\$94,410	\$99,379	\$104,610	\$110,116
FAM-1	Fire ^A Apparatus ^M Mechanic ¹	\$50,308	\$53,519	\$56,935	\$60,570

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2 Wage adjustment for July 2020.

Grade	Position	Step ¹	Step ²	Step ³	Step ⁴
FF-2	FF/EMT-I	\$58,860	\$62,617	\$66,614	\$70,866
FF-280	FF/EMT-I Fitness ^{0.5%}	\$59,154	\$62,930	\$66,947	\$71,220
FF-290	FF/EMT-I Fitness ^{1.0%}	\$59,449	\$63,243	\$67,280	\$71,575
FF-3	FF/Medic	\$65,400	\$69,575	\$74,016	\$78,740
FF-380	FF/Medic Fitness ^{0.5%}	\$65,727	\$69,923	\$74,386	\$79,134
FF-390	FF/Medic Fitness ^{1.0%}	\$66,054	\$70,270	\$74,756	\$79,527
C-2	Capt/EMT-I	\$72,910	\$76,748	\$80,787	\$85,039
C-280	Capt/EMT-I Fitness ^{0.5%}	\$73,275	\$77,132	\$81,191	\$85,464
C-290	Capt/EMT-I Fitness ^{1.0%}	\$73,640	\$77,515	\$81,595	\$85,890
C-3	Capt/Medic	\$81,012	\$85,275	\$89,763.60	\$94,488
C-380	Capt/Medic Fitness ^{0.5%}	\$81,417	\$85,702	\$90,212.42	\$94,960
C-390	Capt/Medic Fitness ^{1.0%}	\$81,822	\$86,128	\$90,661.24	\$95,433
B-1	Shift ^{BC}	\$97,214	\$102,331	\$107,716	\$113,386
B-180	Shift ^{BC} Fitness ^{0.5%}	\$97,700	\$102,842	\$108,255	\$113,953
B-190	Shift ^{BC} Fitness ^{1.0%}	\$98,186	\$103,354	\$108,793	\$114,519
FAM-1	Fire ^A Apparatus ^M Mechanic ^L	\$52,320	\$55,660	\$59,212	\$62,992

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