



Collective Bargaining Agreement

Between

Central Lyon County Fire Protection District

and

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

July 1, 2026 to June 30, 2027

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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 District, hereinafter
3 referred to as the “District”, and the Central Lyon County Firefighters Association, IAFF Local #4728,
4 hereinafter referred to as the “Association”.

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

8 **ARTICLE 2 – ASSOCIATION RECOGNITION**

9 2.1 The District, during the term of this Agreement, recognizes the Association for the purpose of collective
10 bargaining as the sole and exclusive bargaining agent for non-exempt employees of the Fire District engaged
11 in Fire Suppression, Emergency Medical Services, Fire Prevention and Support Services.

12 2.2 This will include the following positions:

13 Captain/Paramedic

14 Captain/Advanced EMT

15 Firefighter/Paramedic

16 Firefighter/Advanced EMT

17 Single Role Paramedic

18 Deputy Fire Marshal/ Fire Inspector 1 & 2

19 Fleet Manager/Mechanic

20 Risk Reduction Crew Member / Lead

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

27 2.4 Differentiation of Classifications and Application of Provisions.

28 The parties recognize that the bargaining unit includes a variety of classifications with differing job duties,
29 work schedules, operational responsibilities, and labor market considerations, including but not limited to
30 suppression personnel, single-role paramedics, prevention personnel, and fleet/mechanical staff.

31 2.5 In recognition of these differences, the parties agree that certain provisions of this Agreement, including
32 wages, hours, and benefits, may be applied in a manner that reflects the operational needs of specific
33 classifications, where appropriate.

34 2.6 The District will consider operational needs, recruitment and retention factors, internal alignment, and
35 external market conditions when developing classification-specific compensation, benefits, and work
36 schedules; however, any such application or modification shall be subject to negotiation with the Association
37 in accordance with applicable law and this Agreement.

38 2.7 Provisions intended to apply uniformly to all classifications shall be clearly identified. In the absence of a
39 clearly defined classification-specific provision, the terms of this Agreement shall apply uniformly to all
40 members of the bargaining unit.

41 2.8 Any classification-specific provisions shall be:

42 A. Clearly identified within this Agreement or in a mutually executed written agreement between the
43 District and the Association.

44 B. Consistent with the overall structure and intent of this Agreement.

45 C. Subject to negotiation prior to implementation or modification.

46 **ARTICLE 3 – DURATION OF CONTRACT**

47 3.1 This Agreement shall become effective July 1, 2026, and shall continue for one (1) fiscal year until June
48 30, 2027, unless modified by mutual written agreement of the parties.

49 3.2 This Agreement shall remain in full force and effect until superseded by a successor agreement negotiated
50 between the District and the Association.

51 **ARTICLE 4 – NO STRIKE/LOCKOUT**

52 4.1 The District and the Association subscribe to the principle that differences shall be resolved by peaceful
53 and appropriate means without interruption of work.

54 4.2 During the term of this Agreement, neither the Association nor its agents or any employee, for any reason,
55 will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference
56 with the work and statutory functions or obligation of the Employer.

57 4.3 During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize,
58 institute, aid or promote any lockout of Employees covered by this Agreement.

59 **ARTICLE 5 – MANAGEMENT RIGHTS**

60 5.1 Management rights will be as enumerated in N.R.S. 288.

61 5.2 Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter,
62 a local government employer is entitled to take whatever actions may be necessary to carry out its
63 responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder.
64 Such actions may include the suspension of any collective bargaining agreement for the duration of the
65 emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to
66 negotiate in good faith.

67 5.3 The District shall have ultimate right and responsibility as the local government employer to manage its
68 operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers, and its
69 Employees.

70 5.4 The District may, but is not expected to, negotiate matters which are outside the scope of mandatory
71 bargaining, but it is not required to negotiate such matters.

72 5.5 The exercise of management rights shall not conflict with the provisions of this Agreement or any mutually
73 executed written agreement between the District and the Association concerning the safety, wages, hours, or
74 working conditions, or any policy required to be negotiated under this Agreement.

75 **ARTICLE 6 – HOURS OF WORK**

76 6.1 The following provisions are intended to define the normal work week and hours of work and shall not be
77 construed as a guarantee of the number of hours worked per day, the number of hours worked per week, the
78 number of days worked per week, or the number of hours worked per month or per year. The District Fire
79 Chief may designate alternate work weeks or other work schedules when District operations make such
80 designations desirable. Any permanent change to established work schedules shall be subject to negotiation
81 with the Association in accordance with this Agreement and applicable law.

82 6.2 The standard work week shall be a seven (7) consecutive day period with starting and ending times as
83 designated by the District Fire Chief.

84 6.3 The work schedule shall be the normal hours of work for a paid Member during the standard work week.

85 A. The standard work schedule, including the starting and quitting times and meal periods, for each paid
86 Member, shall be established in writing by the District Fire Chief.

87 B. Meal periods shall not normally be included as work time for forty (40) hour work schedules; this does
88 not apply to Members assigned to fire suppression.

89 C. The standard work schedule for full-time paid Members in fire suppression and/or paramedic service
90 shall be either forty (40) hours per week or twenty-four (24) hour shifts (96-120 hours bi-weekly), as established
91 by the District Fire Chief.

92 D. A standard work schedule for full-time paid Members in support services shall be forty (40) hours per
93 week excluding meal periods.

94 6.4 Twenty-Four (24) hour shift schedule will be on a forty-eight (48), ninety-six (96) hour shift rotation.

95 A. This shift schedule will be evaluated periodically as needed in the Labor Management Committee.

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

100 6.5 Forty (40) hour firefighters work schedule- The workday shall consist of ten (10) consecutive hours,
101 including an on-duty meal period. The workweek shall consist of any four (4) consecutive ten (10) hour days.

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

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

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

108 6.6 The District has determined that the annual shift and station bid procedure are not within the scope of
109 mandatory bargaining and reserves, without negotiation, the right to hire, direct, assign or transfer an employee
110 which shall include the ability for the District to terminate a memorandum of understanding (MOU). However,
111 the District Fire Chief and the Association collectively agree to establish a procedure for annual shift and station
112 bids.

113 **ARTICLE 7 – PREVAILING RIGHTS/MAINTENANCE OF BENEFITS**

114 7.1 There will be no change in any matter covered by this Agreement without the mutual consent of the parties.

115 7.2 There will be no change in any matter within the scope of representation without negotiations as required
116 by N.R.S. 288.

117 **ARTICLE 8 – SAVINGS AND SUCCESSORSHIP**

118 8.1 Savings- This Agreement is the entire agreement between the Association and the District. If any provision
119 of the Agreement, or the application of such provision, should be rendered or declared invalid by any court
120 action, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event that
121 any provision will be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree
122 to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

123 8.2 Successorship- The District agrees not to sell or convey or cause to sell or convey or otherwise transfer or
124 cause to transfer its operations, or any portion thereof, to a new employer without first securing the agreement
125 of the successor to assume the District's obligations of wages, hours, terms and conditions of employment.

126 **ARTICLE 9 – ASSOCIATION ACTIVITIES**

127 9.1 No firefighter shall be terminated, disciplined or discriminated against because of activity on behalf of the
128 Association which does not interfere with the discharge of his/her duties or any assignments.

129 **ARTICLE 10 – ASSOCIATION BUSINESS**

130 10.1 Any Association member approved by the Association President or a Member of the Executive Board
131 shall be entitled to utilize Association Leave on behalf of the Association to attend to Association Business.

132 A. The Association may utilize a maximum of one hundred forty-four (144) hours of Association Leave
133 per calendar year for Association Business. Approved members may request Association Leave for the purpose
134 of conducting official association business. Association Leave shall not be counted toward the daily leave slots
135 or otherwise reduce the number of leave opportunities available to other members. If the use of Association
136 Leave impacts minimum staffing requirements and results in another member being placed on mandatory
137 coverage, and the member assigned to mandatory coverage elects to work hours in excess of the mandatory
138 assignment, the Association Leave granted shall be reduced by the same number of hours compensated to the
139 covering member.

140 B. The District shall maintain a payroll code in the staffing software to account for and track Association
141 Leave and will track all Association Leave used in the calendar year.

142 C. Association Leave will be paid at the approved member's regular rate of pay and will not count as time
143 worked for overtime calculation purposes.

144 10.2 Association Business is defined as follows:

145 A. Any officially sanctioned IAFF conference or meeting.

146 B. Any officially sanctioned PFFN conference or meeting.

147 C. Meetings with the Association Attorney.

148 D. Meetings with the Association Accountant.

149 E. Meetings related to a grievance and/or grievance resolution, excluding participation that complies with
150 the exception set forth in Article 10.5.

151 F. Any other justified purpose as determined by the Executive Board.

152 The District Fire Chief, or their designee, may request written justification for using Association Leave at any
153 time. Justification must be submitted within twenty-four (24) hours of such request.

154 10.3 The time spent by members participating, at the District’s request, as Association representatives in
155 meetings arranged by the District shall not be considered Association Leave. Instead, such time will be
156 considered collective labor management business.

157 10.4 Members of the Association's Negotiation Committee, up to a maximum of three (3) members, shall be
158 allowed to attend any collective bargaining meeting with the District without loss of pay or drawing from the
159 Association Leave Bank.

160 10.5 Members of the Grievance Committee, up to two (2) members, witnesses, and employees required to
161 appear before such bodies shall be allowed to attend grievance hearings without loss of pay or accrued annual
162 leave and without drawing from the Association Leave Bank.

163 10.6 Leave requests made for officially sanctioned conferences, conventions, or meetings for Association
164 Business must be submitted no less than one hundred forty-four (144) hours in advance of the event and must
165 be submitted through the District’s staffing software. All other short-notice requests for use of Association
166 Leave must be submitted by an Executive Board member to the duty officer responsible for staffing no later
167 than forty-eight (48) hours in advance of the event.

168 **ARTICLE 11 – POLITICAL AND RELIGIOUS ACTIVITY**

169 11.1 Members may engage in political activity that is not prohibited by State laws.

170 11.2 Members will not engage in political activity while on duty or in uniform. Political activity, for the
171 purposes of this section, is activity to elect or defeat any candidate, political party or ballot issue.

172 11.3 The District shall not compel Members to participate in religious or political activities on its behalf.

173 **ARTICLE 12 – NON-DISCRIMINATION**

174 12.1 It shall be the policy of the District and the Association to provide an equal employment and Membership
175 opportunity for all applicants and paid Members. The District and the Association do not unlawfully
176 discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, age, medical
177 condition, disability, veteran status, marital status or on other grounds prohibited by state or federal law. The
178 District makes reasonable accommodations for persons with disabilities and for religious practices, and the
179 District prohibits harassment of any individual on any of the bases listed above.

180 12.2 This policy applies to all areas of paid Membership including recruitment, hiring, training, promotion,
181 compensation, benefits, transfer, and social/recreational programs.

182 12.3 Any incident of discrimination or harassment, including work-related harassment by District paid
183 Members or any other person, should be reported to the District Fire Chief or his designee who will investigate

184 the matter. Any alleged incident of discrimination or harassment committed by the District Fire Chief shall be
185 reported to the President of the Board of Directors who will cause an investigation of the matter.

186 12.4 Retaliation. Any paid Member reporting an incident of harassment or assisting in the investigation of an
187 incident of harassment, will not be adversely affected in the terms of the conditions of paid Membership, or
188 discriminated against, or discharged because of the report or the assistance. A person who believes he/she has
189 been the victim of retaliation should promptly report the retaliation to the District Fire Chief, or if the District
190 Fire Chief is the retaliating party, to the Board of Directors. Retaliation is strictly prohibited and will be
191 promptly investigated and punished.

192 **ARTICLE 13 – BULLETIN BOARD SPACE**

193 13.1 The Association shall be permitted to maintain, at each station where Association Members are assigned,
194 one bulletin board to be used exclusively for Association business. In those stations where two bulletin boards
195 presently exist, the District will give one to the Association, or where feasible, the District will permit the
196 Association to utilize a portion of an existing bulletin board for Association business.

197 **ARTICLE 14 – DEFINITION OF SENIORITY**

198 14.1 The District shall establish a seniority list of all Members in the bargaining unit, and such list shall be
199 brought up to date on January 1 of each year and posted on the company server Association folder, and shall
200 be provided to the Association’s Secretary/Treasurer upon request in writing. Any objection to the seniority
201 list, as posted, shall be reported to the personnel manager within ten calendar days from the first day of posting,
202 or the seniority list shall stand approved.

203 14.2 In the event that more than one Member goes on the payroll of the District on the same date, their entry
204 level ranking shall govern said seniority standing, the Member with the highest score taking precedence and
205 shall be considered to have the greatest seniority.

206 14.3 Seniority shall exist in two forms:

207 A. Total Seniority – Time at which the Member achieved full time status with District from the date of
208 hire.

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

210 14.4 Seniority of Officers- The seniority of fire officers within ranks will be determined by the date the Member
211 was promoted to the title he/she holds. In the event that two or more Members have the same date of permanent
212 promotion, their seniority will be determined by their numerical position on the promotional test from which
213 they were appointed.

214 14.5 Seniority of Firefighters- The seniority of firefighters within ranks will be determined by the date the
215 Member was hired in the position of firefighter. In the event that two or more Members have the same date of
216 hire, their seniority will be determined by their numerical position on the hiring list from which they were
217 selected.

218 **ARTICLE 15 – DISCIPLINE AND DISCHARGE**

219 15.1 The expected standard for Members of the District shall be to render the best possible service to the
220 public, to reflect credit upon the District service, and to serve the public interest. The tenure of every Member
221 shall be conditioned on good behavior and satisfactory performance of duties. Disciplinary actions are intended
222 to be corrective and progressive in nature with the objective of obtaining compliance with rules, orders,
223 procedures, standards of conduct and expected job performance. Disciplinary action shall be for just cause.

224 15.2 The procedures set forth in this section shall apply to Members recognized per Article 2. These procedures
225 shall not apply to a reduction in force, or a reduction in pay, which is part of a reclassification action or
226 reorganization.

227 **15.3 Reasons for Discipline**

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

- 230 1. Insubordination
- 231 2. Taking sick leave for trivial indispositions or otherwise abusing sick leave
- 232 3. Frequent requests for casual absences resulting in disruption of work and/or
233 loss of efficiency
- 234 4. Conviction of a felony or other serious criminal act by a court of law
235 Consuming alcohol or using any controlled substance while operating a District vehicle or on District time or
236 on the District property
- 237 5. Dishonesty, drunkenness, addiction to narcotics or other controlled
238 substance, or other acts that would reflect unfavorably upon the position as a public paid Member
- 239 6. Engagement in political activities during assigned hours of employment or
240 in District uniform.
- 241 7. Use of fraud, deception or misrepresentation of material facts in obtaining
242 or continuing employment with the District
- 243 8. Using or attempting to use, political influence to secure promotion, leave of
244 absence, change of pay, transfer or character of work

- 245 9. Accepting any gift for or in connection with District work when such a gift
246 is given in expectation of receiving favored treatment
- 247 10. Negligent or, willful damage to, waste of or unauthorized use of District
248 equipment, materials or supplies
- 249 11. Incompetence, inefficiency, inattention to or dereliction of duty,
250 discourteous treatment of the public or of fellow paid Members, physical attack or fighting, or any other willful
251 failure of good conduct tending to injure the public services – behavior unbecoming a District paid Member
- 252 12. Willful or persistent violation of District orders, rules or adopted policies of
253 the District
- 254 13. Absence of a paid Member during regular working hours for a regularly
255 scheduled shift that is not authorized by a specific leave of absence. Any such absence will be without pay and
256 may be the basis for disciplinary action. Any absence without leave for three (3) consecutive assigned shifts
257 will constitute cause for dismissal.
- 258 14. Any outside positions that conflict with regular work schedules resulting in
259 disruption of work and/or loss of efficiency
- 260 15. Loss of license or certificate required for position.
- 261 16. Failure to obtain license or certifications as outlined in conditions of
262 employment.
- 263 **15.4 Progressive Disciplinary Action**
- 264 **1. Level I**
- 265 Level I – Disciplinary actions shall only refer to item A below.
- 266 A. Verbal Reprimand
- 267 **2. Level II**
- 268 Level II disciplinary action shall refer to any of the items B through F below.
- 269 B. Written Reprimand
- 270 C. Suspension
- 271 D. Reduction in pay
- 272 E. Demotion
- 273 F. Dismissal or Discharge
- 274 **15.5 Notice of Intended Disciplinary Action**

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

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

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

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

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

287 C. The proposed effective date of the intended disciplinary action;
288 and

289 D. The right of the Member to respond to the proposed disciplinary
290 action either in writing or orally, at the option of the Member. The Member shall be advised that he/she has
291 seven (7) calendar days within which to file a written response or request, in writing, an informal pre-
292 disciplinary conference before the District Fire Chief or his designee. 3. A copy of the notice of intended
293 disciplinary action shall be placed in the Member's personnel file.

294 15.6 **Summary Suspension.**

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

302 15.7 **Pre-Disciplinary Conference**

303 A. When a Member has requested an opportunity to respond orally, the District Fire Chief, or his designee,
304 shall cause an informal pre-disciplinary conference to be held to review the statement of charges and to provide
305 the opportunity for the Member or his Association representative to answer the charges. The District Fire Chief

306 or his designee shall allow the parties to present any relevant evidence tending to prove or disprove the facts
307 upon which the action is based or upon the nature and severity of the proposed disciplinary action. A mutually
308 agreed-upon date for the pre-disciplinary conference shall be scheduled no later than fourteen (14) calendar
309 days from the date of notice, unless otherwise agreed to by both parties.

310 **15.8 Notice of Discipline**

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

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

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

319 **15.9 Appeal of Disciplinary Action**

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

322 **ARTICLE 16 – GRIEVANCE AND ARBITRATION PROCEDURES**

323 16.1 A grievance is a disagreement between an individual Member, or the Association, and the District
324 concerning the interpretation, application, or enforcement of the terms of this Agreement. The parties agree
325 that concerns should be addressed at the lowest level in a timely and collaborative manner whenever
326 practicable. The Association may file a grievance on behalf of one or more Members or on its own behalf.

327 16.2 If mutually agreed upon by the District and the Association, the timelines herein may be extended up to
328 a maximum of twenty-one (21) days. Extended timelines must be done in writing.

329 16.3 The grievance process shall proceed as follows:

330 **A. Step I. Informal Grievance Process**

331 A meeting between the grievant and his/her immediate supervisor or Battalion Chief to discuss their concern
332 in an effort to resolve the issue at the lowest level possible.

333 The parties encourage resolution at this level whenever possible; however, participation in the informal process
334 shall not delay or waive the timelines or rights associated with the formal grievance procedure unless mutually
335 agreed upon.

336 If there is a failure to resolve the concern, the following people will be notified:

- 337 1. Grievance Committee
- 338 2. District Fire Chief

339 Notification of the failure to resolve the issue will be made at the conclusion of the meeting where resolution
340 was not achieved.

341 **B. Step II. Formal Grievance Process**

342 Within ten (10) calendar days of when the grievant knew or reasonably should have known of the occurrence,
343 the grievant or Member of the Associations Grievance Committee shall submit a signed, written grievance to
344 the District Fire Chief who may act on the grievance himself or assign the grievance to the Assistant Chief.
345 The District Fire Chief or his designee shall, within ten (10) calendar days after receipt of the written grievance,
346 meet jointly with the aggrieved employee, representatives of the Association and when appropriate, either the
347 grievant's supervisor or the District's Human Resources Officer or issue their decision. If a meeting is held,
348 the District Fire Chief or his designee shall have five (5) calendar days following such meeting to issue his
349 decision. Failure to meet or issue a decision pursuant to the above guidelines will result in the grievance being
350 automatically moved to the next step.

351 C. Step III. In the event the recommendation of the District Fire Chief or his designee is not accepted by
352 the grievant, within five (5) calendar days following receipt of the answer from Step II, the grievant may submit
353 the grievance to the District Fire Chief. Within five (5) calendar days following receipt, the District Fire Chief
354 may either hold a meeting, including those parties identified in Step 1 or issue their decision. If a meeting is
355 held, the District Fire Chief shall have five (5) calendar days following such meeting to issue their decision.
356 Failure to meet or issue a decision pursuant to the above guidelines will result in the grievance being
357 automatically moved to the next step.

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

361 16.4 An arbitrator shall be selected from a list of seven (7) names supplied by the American Arbitration
362 Association by alternately striking names from the list with the Association striking the first name. The
363 arbitration shall be conducted under the rules of the American Arbitration Association.

364 16.5 The findings of the arbitrator shall be final and binding on all parties concerned.

365 16.6 The costs of arbitration shall be borne as follows:

366 A. The expenses, wages and other compensation of any professional witness from outside the organization
367 called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as

368 professional services, consultations, preparation of briefs and data to be presented to the arbitrator shall be
369 borne separately by the respective parties.

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

372 16.7 Nothing contained herein shall preclude an employee with or without representation from bringing a
373 problem not covered herein through the chain of command to the District Fire Chief on an informal and oral
374 basis.

375 16.8 For the purpose of this Article a "day" is defined as a calendar day except Saturdays, Sundays or
376 holidays.

377 16.9 Upon request of either party, a five (5) calendar day extension will automatically be granted. Additional
378 extensions of time may be granted upon request of one party and acceptance of the other party.

379 **ARTICLE 17 – REVIEW AND CONTENT OF PERSONNEL RECORDS AND CONFIDENTIAL**
380 **INFORMATION**

381 17.1 Guidelines (Contents of Personnel Files):

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

- 383 1. Job description.
- 384 2. Positions exempt/non-exempt status.
- 385 3. Job application/résumé.
- 386 4. Job offer letter.
- 387 5. Employment contract/any agreement between the Member and the District
- 388 6. Signed acknowledgments, including receipt of District's policies and procedures, handbook, new paid
389 Member orientation checklist, and related documents.
- 390 7. Enrollment documentation for District-sponsored benefits.
- 391 8. Emergency contact information.
- 392 9. Authorizations for release of information signed by Member.
- 393 10. Wage history record, including rates of pay and other forms of compensation.
- 394 11. Employment history of positions held including promotion, demotion, transfer, layoff, and termination.
- 395 12. Performance evaluations.
- 396 13. Performance improvement plan, letters of instruction, reports of
397 coaching/counseling session.
- 398 14. Documentation of disciplinary notices and documents.

- 399 15. Letters of recognition, commendations, congratulations.
- 400 16. COBRA notice
- 401 17. Exit interview (unless confidentiality was guaranteed).
- 402 B. The personnel file should **NOT** include any of the following:
- 403 1. Grievances or the responses thereto.
- 404 2. I-9 immigration form and supporting documents.
- 405 3. Any document which describes a medical or psychological condition of
- 406 the paid Member or any other individual. (Medical and related documents must be kept in a separate, locked
- 407 file.)
- 408 C. Member Access. A Member may view the contents of his/her personnel file by appointment during
- 409 regular business hours. All inspections must be conducted in the presence of the District Fire Chief or his
- 410 designee. A Member may make copies of any or all documents in his/her file, but may not remove any
- 411 documents from the file. The District will provide only one (1) set of copies to the Member without charge per
- 412 year. If the Member needs additional copies, s/he will be required to pay for them per Admin SOP #32.
- 413 D. Negative Information. The District shall not put negative or derogatory material in a Member's file
- 414 unless the Member has had a reasonable opportunity to review the material beforehand. The Member shall be
- 415 provided a copy of such material and given a minimum of five (5) business days to review prior to placement
- 416 in the personnel file, unless circumstances require immediate action. The District will require the Member to
- 417 sign such material to indicate they have reviewed it. If the Member refuses to sign such material, the District
- 418 may place it in the Member's file with a dated notation that the Member refused to sign such material after
- 419 having been given an opportunity to do so. Whenever possible, another supervisor or manager should be used
- 420 as a witness to the Member's refusal, and should co-sign the entry along with the originating
- 421 supervisor/manager.
- 422 E. Member Information Submitted. Statements by a Member submitted in rebuttal to adverse material
- 423 placed in his/her personnel file will be included in the Member's personnel file. The District may place other
- 424 information submitted by the Member in the personnel file if such information is directly related to the
- 425 Member's employment and relevant to the Member's work history with the District.
- 426 17.2 Confidential Information
- 427 A. Identification of Confidential Information- The following types of personnel information and
- 428 employment records concerning current Members, former Members, and applicants for employment that the
- 429 District maintains are confidential:

- 430 1. All information related to an employment application including, but not limited to, letters of reference,
431 résumés, or his/her status as an applicant for employment.
- 432 2. All information that the District received or compiled concerning the qualifications of an applicant or a
433 Member including, but not limited to, reports by the Districts, law enforcement officials, or other individuals
434 concerning hiring, promotion, performance, conduct, or background of applicants or Members.
- 435 3. Ratings, rankings, scoring sheets, or remarks by Members of an evaluation board or individual
436 interviewer, concerning an applicant or results from any testing or employment screening process.
- 437 4. Materials used in examinations, including answers, rating guides, score sheets, etc., on any written exam
438 or rating criteria for interviews.
- 439 5. Information in a Member's file or record of employment which relates to
440 his/her:
- 441 a. Performance;
 - 442 b. Conduct, including any proposed or imposed disciplinary action
443 taken;
 - 444 c. Race, ethnic identity or affiliation, age, sex, marital status, number and names of dependents,
445 military/veteran status, living arrangements, Membership in any organization, sexual orientation,
446 national origin, disability, date of birth, or social security number;
 - 447 d. Past or present home address, telephone number, post office box, or relatives; and
 - 448 e. All information concerning the voluntary or involuntary termination of a Member, other than
449 the dates of actual employment.
- 450 B. The name of a Member's/former Member's designated beneficiary.
- 451 C. All medical information concerning a Member or applicant including, but not limited to:
- 452 1. Pre-employment and post-employment medical and psychological examinations;
 - 453 2. Disability and documentation relating to reasonable accommodation requested or granted;
 - 454 3. Drug testing;
 - 455 4. Pregnancy, doctor's certification and other communication; and
 - 456 5. Any other medical information that a Member or applicant has voluntarily provided or the District has
457 requested.
- 458 D. All confidential medical information shall be kept in files segregated from other personnel and
459 employment records. Access to such files shall be strictly limited to those with a demonstrable need-to-know.
460 All requests for information shall be submitted to the District Health and Safety Officer. This would include:

- 461 1. Supervisors and managers, regarding necessary restrictions and accommodations in the paid Member's
462 duties;
- 463 2. Government officials investigating compliance with the ADA, on request;
- 464 3. State workers' compensation office officials; and
- 465 4. Insurance company employees when the company requires a medical examination to provide health or
466 life insurance (29 C.F.R. §1630.14I(1)).
- 467 E. Notations on attendance sheets that a Member took sick leave are **not** a confidential record.
- 468 F. The District shall keep all confidential investigative documentation in files separate from other
469 personnel and employment records with access limited to only those with a demonstrable need-to-know. When
470 and if it becomes the basis for disciplinary action, it will be part of the file to which the Member has access.
- 471 17.3 Access to Personnel Files and Confidential Information. Access to confidential records is restricted to
472 the following, unless specifically provided in a separate policy.
- 473 A. The names of Members of an evaluation panel shall not be released, nor shall tests that are governed by
474 confidentiality agreements be released. Should a standardized test be developed internally by District, it is not
475 protected. Access to the materials for an examination and information relating to an applicant that is relevant
476 to a decision to hire that person; e.g., information described in items a-d of Section 6.08, B is limited to:
- 477 1. Members with a business need-to-know the information in order to fulfill the responsibilities assigned
478 by the District;
- 479 2. The District's supervisor, District Fire Chief, or his/her designee.
- 480 3. Persons authorized pursuant to any state or federal law or court order; i.e.,
481 governmental/legal/auditing/investigating agencies;
- 482 4. Counsel retained by or on behalf of the District; and
- 483 5. Any other parties with whom the District has a contractual relationship in order to enable the District
484 to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on
485 behalf of a Member or former Member against the District.
- 486 B. Access to a Member's personnel-related confidential file containing those items listed in the Personnel
487 Manual Section 6.08, A, 1. Items e-I is limited to:
- 488 1. The Member;
- 489 2. The Member's representative when s/he presents a current signed authorization from the Member;
- 490 3. The Member's manager or supervisor, with a need-to-know, or as needed for a reasonable
491 accommodation.

- 492 4. Persons authorized pursuant to any state or federal law or court order;
493 5. Counsel retained by or on behalf of the District; and
494 6. Any other parties with whom the District has a contractual relationship in order to enable the District
495 to respond accurately and fully to any lawsuit, complaint, grievance or other statutory appeal filed by or on
496 behalf of a Member or former Member against the District.

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

- 499 1. The Member's chief designee, director and or manager, or his/her designee;
500 2. Persons authorized pursuant to any state or federal law or court order;
501 3. Counsel retained by or on behalf of the District; and
502 4. Any other parties with whom the District has a contractual relationship in order to enable the District
503 to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on
504 behalf of a Member or former Member against the District.

505 5. 17.4 Each Member has the responsibility to keep personal data up-to-date and must notify the District
506 Fire Chief in the event of any change of name, address, telephone number, person(s) to be notified in case of
507 an emergency, and any change of beneficiary or dependent(s).

508 17.5 Requests for verification of employment or employment-related inquiries should be directed to the
509 District's Human Resources representative. The District will only verify factual information such as length of
510 employment and current employment status. Any requests for additional information contained in the
511 personnel files shall be based upon written Member consent and must be approved by the District Fire Chief.

512 17.6 No information from any employee personnel file and/or health file may be given to a for profit business
513 without the written permission of the employee.

514 17.7 Background checks as a part of pre-employment screening is a requirement for employment with the Fire
515 District.

516 **ARTICLE 18 – PERSONNEL REDUCTION**

517 18.1 Layoff: In the case of a personnel reduction, the Member with the least seniority in the affected job
518 classification shall be laid off first. No new Members shall be hired until the laid off Member has been given
519 the opportunity to return to work.

520 18.2 Reduction in Classification:

521 The District Fire Chief shall determine in which classifications(s) the reduction in force shall occur. The order
522 of reduction and/or layoff in the classification shall be based on inverse seniority in that classification, the

523 Member with the least seniority in that classification being reduced or laid off first and so on. Seniority in the
524 classification shall be determined by Article 14. B. A Member reduced in classification shall displace in the
525 next lower classification a Member with less seniority in the lower classification based on rank seniority, unless
526 the lower classification is firefighter. In the case of a reduction to the level of firefighter, then the Member
527 with less total seniority will be laid off.

528 18.3 Return to Classification: A Member who has been displaced to a lower classification or who has been
529 laid off as a result of a reduction in force shall be given the opportunity to return to the higher classification
530 whenever a position opening occurs before any other person is promoted to that same classification. Members
531 shall be reinstated into their former classification in the reverse order of their displacement or layoff, i.e., the
532 last displaced or laid off Member being the first reinstated to the higher classification.

533 18.4 Notice of Recall: Notice of recall given by the Fire District to a laid off Member shall be by certified
534 mail, return receipt requested, to the Member's last known address as reflected in the Fire District's records.
535 The District may also provide notice through electronic means when available; however, certified mail shall
536 remain the official method of notice. In effecting the recall, the District shall adhere to the policy of last laid
537 off, first rehired. If, however, the Member having been duly notified of his recall fails to notify the District
538 within seven (7) calendar days after receipt of his certified notice of recall letter of his intention to return to
539 work, he shall lose all rights to rehire.

540 18.5 Reporting Time: If the Member who has received his recall notice in accordance with Section 4 above
541 notifies the Fire District of his intention to return to work in a timely manner, the District shall give the Member
542 twenty-eight (28) calendar days from the date of his receipt of the notice to do so; unless a substantial cause
543 exists, which precludes such a return.

544 **ARTICLE 19 – OVERTIME AND CALL BACK PAY**

545 19.1 Definitions:

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

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

550 Longevity calculation for remuneration shall be based on two-thousand nine-hundred and twelve (2912) de-
551 annualized over the next successive 26 pay periods.

552 Half rate: Regular rate divided by two (2).

553 19.2 Overtime. For all Members who meet the statutory definition of “employees in fire protection
554 activities” contained in 29 CFR §203(y) and are able to engage in their duties are 29 CFR § 207(k) exempt
555 Members. Overtime for such Members assigned to the twenty-four (24) hour shift is that time worked which
556 exceeds the one-hundred and six (106) hour threshold within the fourteen (14) day FLSA work period.

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

560 19.3 All overtime hours, as defined above, shall be compensated at regular rate plus half rate. Overtime should
561 be paid in the same paycheck covering the pay period in which the overtime was earned. Overtime will be paid
562 in ¼ hour increments. For example, 1 hour and 15 minutes will be represented at 1.25 hours.

563 19.4 Call Back Pay – Whenever a Member, enrolled in Nevada PERS prior to June 30, 2008:

564 Has had a break in service, and

565 Is requested to return to duty with less than twelve (12) hours notice:

566 They shall be offered a minimum of two (2) hours call back pay at their overtime rate. In the event the situation
567 requiring initiation of Call Back is mitigated prior to the two hours being worked, the employee will be offered
568 the opportunity to leave and be compensated for only the hours worked.

569 In the event that the call back time happens less than two hours prior to the employee’s regularly scheduled
570 shift, the employee will be compensated for the time worked prior to the shift.

571 19.5 Call Back Pay – For employees enrolled in Nevada PERS on or after July 1, 2008 – call back pay is
572 defined as compensation earned for returning to duty after a Member has completed his/her regular shift and is
573 requested to return to duty with less than twelve (12) hour notice to respond to an emergency, except for any
574 Member who is:

575 A. Called into work while on standby status,

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

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

579 19.6 Call Back Pay – For employees enrolled on or after January 1, 2010 – call back pay is defined as
580 compensation earned for Members returning to duty within twelve (12) hours after one’s regular working hours
581 to respond to an emergency. As used in this policy, “emergency” means a sudden, unexpected occurrence that
582 is declared by the governing body or chief administrative officer of the public employer to involve clear and

583 imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or
584 property.

585 19.7 Overtime Staffing Procedure:

586 A. Overtime coverage should be filled using the staffing software and shall be utilized whenever possible
587 for filling available recall and callback created by leave vacancies for nonemergency reasons, or any coverage
588 deemed necessary by the Duty Officer.

589 B. The District shall make reasonable efforts to fill vacancies through voluntary means prior to
590 implementing mandatory overtime. The District shall follow established staffing procedures as defined in
591 District policy and any mutually agreed upon procedures between the District and the Association. Such
592 procedures shall be subject to Article 60.C. Areas where the overtime policy does not apply:

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

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

599 19.8 Overtime shifts are not able to be traded or swapped. If a Member is not able to work their scheduled
600 overtime shift, they must contact the duty officer and forfeit the shift. The Member will not be eligible for their
601 staffing software date stamps to be revised for forfeiture. The duty officer will reoffer the overtime shift in
602 accordance with the defined Staffing Procedure.

603 19.9 Mandatory overtime shall be defined as any overtime assignment filled through forced
604 holdover, recall, or callback after voluntary staffing efforts have been exhausted. All mandatory
605 overtime, including mandatory holdover, callback, or recall, shall be compensated at the
606 applicable overtime rate of pay in accordance with this Agreement and applicable law.

607 **ARTICLE 20 – RANK FOR RANK OVERTIME**

608 20.1 All staffing coverage shall meet the requirements of Article 46 (Minimum Staffing) and Article 19
609 (Overtime and Callback Pay).

610 20.2 Rank for Rank Coverage: Whenever practicable, staffing vacancies shall be filled on a rank-for-rank
611 basis. Firefighters shall fill firefighter vacancies and Captains shall fill Captain vacancies, consistent with
612 operational needs and staffing procedures.

613 20.3 Overtime Staffing Process: The District shall make reasonable efforts to fill staffing vacancies through
614 voluntary means prior to implementing mandatory overtime. Staffing shall be conducted in accordance with
615 established District policy and any mutually agreed upon procedures between the District and the Association.

616 20.4 Mandatory Overtime: In the event a vacancy occurs below minimum staffing levels and voluntary staffing
617 efforts are unsuccessful, mandatory overtime may be implemented.

618 A. Mandatory overtime shall be assigned in accordance with established rotation procedures and staffing
619 policies.

620 B. Mandatory overtime may include:

621 1. Mandatory holdover of on-duty personnel

622 2. Mandatory recall or callback of off-duty personnel

623 C. Members assigned mandatory overtime shall be provided reasonable notice consistent with operational
624 needs and staffing procedures.20.5 Order of Mandatory assignement: If staffing cannot be achieved through
625 voluntary means

626 or established rotation procedures, mandatory overtime shall be assigned based on:

627 A. Operational qualifications

628 B. Staffing needs

629 C. Rotation and equity considerations

630 20.6 Policy Alignment: All overtime staffing procedures, including voluntary and mandatory
631 processes, shall follow established mandatory procedures as defined in District policy and any mutually agreed
632 upon procedures between the District and the Association. Such procedures shall be subject to Article 60.

633 **ARTICLE 21 – ANNUAL LEAVE**

634 21.1 Annual leave time shall be accrued based on the following schedule:

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

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

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

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

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

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

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

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

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

650 B. 15 years through 20 years full time status:

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

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

655 C. More than 20 years full time status:

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

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

660 21.2 The above accruals reflect full-time status. Regular part-time paid Members shall accumulate annual
661 leave at a rate of one-fifth (1/5) that of forty-hour full time personnel, for every eight (8) hours per week of
662 their regular schedule.

663 21.3 All annual leave credit shall be calculated from the first day of work.

664 21.4 Maximum annual leave carry-over at the end of the last pay period of December even if the pay period
665 doesn't actually end until January. (I.e. ends on January 4th at 0800 hours)

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

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

668 21.5 Annual leave shall be taken in increments of not less than one (1) hour. Requests for annual leave shall
669 be submitted through the District's staffing software and will be approved based on minimum staffing
670 requirements and established leave slot availability. Requests submitted in accordance with established
671 procedures shall be approved automatically when staffing levels permit. Requests submitted with less than one
672 hundred forty-four (144) hour notice may require manual approval by the duty officer based on operational
673 needs.

- 674 A. All annual leave shall be counted as time worked in regard to overtime compensation.
675 B. The District shall allow two (2) annual leave slots excluding single-role paramedics per shift (A, B, C).
676 C. The District shall allow three (3) annual leave slot leave per shift (A, B, C) per fifteen (15) employees
677 per day.

678 21.6 Annual Leave bid process will open, following annual shift and station bids, on the first day of the second
679 pay period in January and close with the pay period. The bid process will be for dates in the subsequent fiscal
680 year starting on the first day of the first pay period. Each Member will be able to have three (3) vacation draft
681 choices. Each draft choice will be no longer than six (6) shifts. These requests will be filled in order of seniority
682 and draft choice order. Draft order is determined by seniority with the most senior person requesting leave
683 having the first (1st) pick. Once all first (1st) round picks have been chosen, the second (2nd) and proceeding
684 rounds will follow the same seniority and procedure with a maximum of three (3) rounds. Members may utilize
685 accrued compensatory time in conjunction with annual leave selections during the annual leave bidding process.
686 Compensatory time shall be treated the same as annual leave for scheduling purposes during the bid process.

687 21.7 The remaining dates will be available for request using this process on a first come first served basis.
688 Requests for annual leave should be presented at least six (6) days prior to the requested vacation time. Special
689 consideration may be given to emergency situations.

690 A. If a scheduled annual leave slot becomes vacated within the six (6) day staffing schedule the slot will
691 become available for another Member to submit a request for annual leave.

692 21.8 Emergency leave- (Short notice Annual Leave) – In the event of an unforeseen emergency which may
693 keep a Member from getting to work, I.e.: flat tire, delayed plane, inclement weather, a Member may use short
694 notice annual leave. Emergency leave will be deducted from the Members annual leave bank at a minimum of
695 one (1) hour and then every fifteen (15) minute increments thereafter. Emergency leave is not intended to be
696 used in excess of the time it should take for the Member to report to duty, and the Member shall be able to
697 provide proof by logical means, I.e.: car repair receipt, airline schedule, weather report or road condition report.

698 21.9 A Member who resigns or retires or who is dismissed, will be granted payment for annual leave time
699 accrued to his credit at date of separation at his current rate of compensation. No payment of annual leave time
700 shall be made to any person who separates from service with the District prior to confirmation as a Member.

701 21.10 In the event of the death of a Member, payment of annual leave time accrued will be made to the
702 designated beneficiary.

703 21.11 Annual leave may be bought from the Member. The Member must request annual leave buy out in the
704 month of September. The payment will be received on the check for the first (1st) full pay period in November.

705 To be eligible for annual leave buy out, the Member must complete probation and have the annual leave
706 available at time of buyout. Buy out may not exceed the currently assigned work week hours of the Member.
707 The buyout will be at the requesting paid Member's current base hourly rate at the time of the payout and will
708 not affect FLSA or overtime.

709 21.12 Anytime a Member changes weekly work hours their accrued leave banks will be adjusted by a factor
710 of 1.4 hours.

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

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

715 21.13 Daylight Savings Time – In the event a Member is scheduled to work on the day daylight savings time
716 changes, the following will apply:

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

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

721 **ARTICLE 22 – SICK LEAVE**

722 22.1 Sick Leave Accrual

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

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

727 22.2 All sick leave credit shall be calculated from the first day of work.

728 22.3 Sick leave shall be defined as the absence from duty by a Member for the following
729 reasons:

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

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

734 22.4 Members shall notify the on-duty Battalion Chief when a short notice sick leave use is
735 requested. Requests for sick leave usage shall be submitted in advance for medical, optical or
736 dental appointments through the Districts Staffing Software.

737 22.5 The District may require a Member to utilize sick leave when the Member is unable to perform the
738 essential functions of the position or may pose a risk to workplace safety or health.

739 A. The Member should not return to work until they have been asymptomatic from illness without fever
740 relieving medication for at least forty-eight (48) hours.

741 B. Should the Member disagree with the determination they can provide a statement by a physician
742 indicating the Member is non-contagious and/or physically and medically fit for duty and able to return to work
743 and their sick leave be returned.

744 C. Should the employee have a condition that is non-contagious and able to function under physical and
745 medical partial restrictions, the District will evaluate the ability to utilize the employee in a light-duty position.

746 22.6 When a Member is absent due to illness or injury for more than three (3) consecutive days on a forty (40)
747 hour schedule, or three (3) consecutive twenty-four (24) hour shifts on a fifty-six (56) hour work week, the
748 District Fire Chief may require evidence in the form of a physician's statement or other documentation stating
749 the reason for a Member's request for sick leave.

750 22.7 If any Member is absent due to illness or injury for forty-one (41) hours on a forty (40) hour schedule and
751 seventy-three (73) hours on a fifty-six (56) hour work schedule, they will be required to provide a doctor's note
752 documenting their illness or injury at the discretion of the District Fire chief.

753 22.8 Documentation must confirm the need for sick leave and fitness for duty, consistent with the applicable
754 confidentiality requirements. Documentation may also be required at any time the District Fire Chief has
755 reasonable suspicion to believe sick leave is potentially being misused.

756 22.9 Following an absence for serious illness, injury or exposure to a contagious disease, the District Fire Chief
757 may require a statement by a physician indicating the Member is fit to return to work. (Also refer to Article 58
758 and GO #1)

759 22.10 Per Annual Sick Leave Buyout – All full time paid Members shall be entitled to buy out sick leave at a
760 dollar for dollar rate. The hours accrued above the minimum cap as of the first (1st) payday in November shall
761 be the amount of hours eligible for buyout. The buyout should occur on the first pay-period in December. If
762 a Member chooses to elect to defer the buyout they shall make notification on the sick leave buyout form.

763 A. Minimum Caps – Employees cannot buy out sick leave hours below the established minimum cap:

764 1. Fifty-Six (56) hour Employees – nine hundred (900) hours of sick leave 2. Forty (40) hour Employees
765 – six hundred and forty (640) hours of sick leave

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

768 1. Twenty-Four (24) hour shift Employees – one-hundred and sixty-eight (168) hours maximum.

769 2. Forty (40) hour Employees – one-hundred and twenty (120) hours maximum.

770 22.11 Effective July 1, 2022: Upon separation of service from the Central Lyon County Fire Protection District
771 into a Nevada PERS approved retirement of employment, each Member shall be compensated their total sick
772 leave hours accrued up to a maximum of nine hundred (900) hours for Fifty-Six (56) hour Employees and six-
773 hundred and forty (640) hours for the Forty (40) hour

774 Employees at the following rates per consecutive years of service with the District:

775

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

776

777 **ARTICLE 23 – COMPLIANCE WITH FLSA**

778 23.1 The District FLSA cycle will be calculated on a fourteen (14) day cycle.

779 A. Per 29 CFR § 553.230 overtime compensation is required for all hours worked in excess of the
780 maximum hours standards for a fourteen (14) day work period of one-hundred and six (106) hours. This applies
781 to Members who are assigned to the twenty-four (24) hour shift schedule and meet the statutory definition of
782 “employees in fire protection activities” contained in 29 CFR §203(y) and are able to engage in their duties are
783 29 CFR § 207(k) exempt Members.

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

788 23.2 The following leaves shall be counted as time worked in regard to FLSA hours:

789 A. Annual Leave

- 790 B. Sick Leave
- 791 C. Military Leave
- 792 D. Administrative Leave with Pay
- 793 E. Compensated Family Medical Leave
- 794 F. Compensated Bereavement Leave
- 795 G. Worker's Compensation Leave
- 796 H. Compensated Jury Duty

797 **ARTICLE 24 – CATASTROPHIC LEAVE DONATION/CREDIT**

798 24.1 Policy and Guidelines

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

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

803 C. Catastrophic leave may be approved when:

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

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

810 D. This procedure allows Members to donate sick leave to another Member when the donating Member's
811 sick leave would not be reduced to less than 400 hours and the recipient Member has met all of the requirements
812 of this procedure. Information regarding donors and recipients shall be handled in accordance with
813 confidentiality requirements and shared only with those who have a legitimate need to know.

814 24.2 Establishment/Eligibility for Catastrophic Leave

815 A. Members (or their affected designees) requesting the establishment of catastrophic leave donation must
816 submit a written request to the District Fire Chief. The request must provide sufficient information to determine
817 whether the Member qualifies for catastrophic leave donation. This information will be maintained
818 confidentially.

819 B. Catastrophic leave requests for injury/illness must include medical verification from a physician that
820 describes the Member's or the family Member's catastrophic illness or injury. If the request is for a family

821 Member, it should also specify that the Member's attendance of the ill or injured family Member is required.
822 Leave requests must include the estimated date of return to work.

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

824 24.3 Donation Procedure

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

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

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

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

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

835 24.4 District Credit to Sick Leave

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

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

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

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

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

847 24.5 Termination of Catastrophic Leave. Participation in the Catastrophic Leave program shall be terminated
848 when one or more of the following occurs:

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

850 B. Death of the ill or injured Member or family Member.

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

853 **ARTICLE 25 – MILITARY LEAVE**

854 25.1 Military leave will be authorized in accordance with state law (NRS 281.145) and federal law. For the
855 purpose of this policy, recognized military service shall mean service by an active Member of the armed
856 services of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps
857 Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve or the Nevada National
858 Guard. Military leave of absence is normally granted without pay, however, a Member may exhaust accrued
859 annual leave, compensatory time off or other leave balances as appropriate prior to commencing leave without
860 pay.

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

864 25.2 There shall be no loss of seniority, sick leave or annual leave rights during such leave. While in a non-
865 pay status on military leave, the Member shall not accrue annual leave, sick leave, holidays or any other benefits
866 during the leave. Insurance benefits, such as, but not limited to, health, dental, life and disability insurance for
867 the Member and his dependents will not be maintained by the District during the leave while in a non-pay
868 status. The Member may elect to pay the entire premiums and maintain the insurance during the leave. The
869 premiums must be paid in advance to the District. Continuation of benefits shall be administered in accordance
870 with applicable state and federal law.

871 25.3 The District will reinstate Members returning from military leave to their same position or one of
872 comparable seniority, status and pay if they:

873 A. Have a certificate of satisfactory completion of service;
874 B. Apply within ninety (90) days after release from active duty or within such extended period, if any, as
875 their rights are protected by law; and

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

877 D. The District shall comply with NRS 412.139 and may not terminate the employment of a Member for
878 assembling for training, participating in field training, or active duty or has been ordered to serve. This applies
879 to Members of the National Guard from another state employed with the District; per NRS 412.139 (b).

880 25.4 Exceptions to this Article shall be made whenever necessary to comply with applicable state and federal
881 laws.

882 25.5 Per NRS 281.145 (1) Except as otherwise provided in subsection 2, any public officer or employee of
883 the State or any agency thereof, or of a political subdivision or an agency of a political subdivision, who is an
884 active Member of the United States Army Reserve, the United States Naval Reserve, the United States Marine
885 Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve or the Nevada
886 National Guard must be relieved from the officer's or employee's duties, upon the officer's or employee's
887 request, to serve under orders including, without limitation, orders for training or deployment, without loss of
888 the officer's or employee's regular compensation for a period of not more than the number of hours equivalent
889 to fifteen (15) working days in any 12-month period, as prescribed in subsection 3 or 4, as applicable. No such
890 absence may be a part of the officer's or employee's annual vacation provided for by law.

891 25.6 Per NRS 281.145 (2) In addition to the leave authorized pursuant to subsection 1, any public officer or
892 employee of the State or any agency thereof whose work schedule includes Saturday or Sunday and who is an
893 active Member of the United States Army Reserve, the United States Naval Reserve, the United States Marine
894 Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve or the Nevada
895 National Guard must be relieved from the officer's or employee's duties, upon the officer's or employee's
896 request, for a period of not more than the number of hours equivalent to Twenty-four (24) working days in any
897 12-month period, as prescribed in subsection 3, to serve under orders for training that is scheduled on a Saturday
898 or Sunday, including, without limitation, monthly and annual training. No such absence may be a part of the
899 officer's or employee's annual vacation provided for by law. An officer or employee is not entitled to receive
900 his or her regular compensation for any hours in a working day in which the officer or employee serves under
901 orders for training pursuant to this subsection if his or her military pay for the service is equal to or exceeds his
902 or her regular compensation for those hours. If the officer's or employee's military pay does not exceed his or
903 her regular compensation for those hours, the officer or employee is entitled to receive, in addition to his or her
904 military pay for those hours, the difference between the regular compensation that the officer or employee
905 would have otherwise received as an officer or employee and his or her military pay for those hours. An officer
906 or employee is not entitled to:

- 907 A. Receive any other compensation for which he or she would otherwise be eligible, including, without
908 limitation, compensation pursuant to NRS 284.358; or
- 909 B. Use any annual leave, compensatory time or other paid leave or any unpaid leave that is required as a
910 result of statewide economic conditions, for any hours for which the officer or employee receives compensation
911 pursuant to this subsection.

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

915 2. As used in this section:

916 a. “Work schedule” means the working days that an officer or employee is regularly assigned to
917 work. The term does not include, without limitation, any temporary change in assigned working days
918 unless the change becomes permanent.

919 b. “Working day” means a period of work consisting of the number of hours that a public officer
920 or employee is regularly scheduled to work. The term does not include, without limitation, overtime, or
921 any time in which the officer or employee is on standby status or has been called back to work during
922 his or her scheduled time off.

923 25.7 Military Leave Vacancies – in the event a position is opened due to the Member being on ordered military
924 leave, the District reserves the right to fill the temporary position for up to Twelve (12) months without
925 establishing that temporary Member as a Regular Paid Member. If the temporary Member has occupied the
926 position for greater than Twelve (12) months they will be confirmed as a Regular Paid Member. When the
927 Member on Military Leave returns to occupy their position – the temporary Member who achieved Regular
928 Paid Member status will have right to re-employment under Article 18.

929 **ARTICLE 26 – BEREAVEMENT LEAVE**

930 26.1 In the event of a death in a Member’s immediate family, the Member shall be entitled to bereavement
931 leave with pay. For the purposes of this Article, “immediate family” shall include spouse or domestic
932 partner; child, stepchild, or foster child; parent, stepparent, or legal guardian; sibling; grandparent or
933 grandchild; and corresponding family members of the Member’s spouse or domestic partner.

934 26.2 Annual Bereavement Leave Benefit

935 A. Members assigned to a forty (40) hour work schedule shall be entitled to a maximum of eighty (80)
936 hours of bereavement leave per calendar year.

937 B. Members assigned to a fifty-six (56) hour work schedule shall be entitled to a maximum of ninety-six
938 (96) hours of bereavement leave per calendar year.

939 26.3 Use of Bereavement Leave

940 A. Members assigned to a forty (40) hour work schedule may use bereavement leave in increments not to
941 exceed forty (40) hours per occurrence.

942 B. Members assigned to a fifty-six (56) hour work schedule may use bereavement leave in increments
943 not to exceed forty-eight (48) hours per occurrence.

944 26.4 Non-Accrual

945 Bereavement leave is a standalone annual benefit and shall not accrue, carry over, or be paid out.

946 26.5 Additional Leave

947 Additional leave beyond the limits set forth in this Article may be requested through the use of accrued sick
948 leave, annual leave, compensatory time, or other approved leave, subject to operational needs.

949 **ARTICLE 27 – MATERNITY/PATERNITY LEAVE (FMLA)**

950 27.1 The District will comply with FMLA.

951 27.2 Maternity- Light duty shall be provided for a Member who upon recommendation from the Members
952 personal physician she is unable, for medical reasons, to perform her fire suppression duties. The decision to
953 provide light duty status shall be based on operational needs and applicable law but shall not affect the safety
954 of the pregnant employee.

955 27.3 Paternity- Absence from work due to the birth or adoption of the Member’s child shall be administered
956 in accordance with FMLA.

957 **ARTICLE 28 – HOLIDAY PAY**

958 28.1 The following holidays are established as official District holidays:

- 959 A. January 1st, New Year’s Day
- 960 B. Third Monday in January, Martin Luther King Day
- 961 C. Third Monday in February, President’s Day
- 962 D. Last Monday in May, Memorial Day
- 963 E. June 19th, Juneteenth
- 964 F. July 4th, Independence Day
- 965 G. First Monday in September, Labor Day
- 966 H. Last Friday of October – Nevada Day
- 967 I. November 11th, Veterans Day
- 968 J. Fourth Thursday in November, Thanksgiving
- 969 K. Fourth Friday in November as Family Day
- 970 L. December 25th, Christmas Day

971 28.2 Any day that may be appointed by the President of the United States, the Governor of the State of
972 Nevada, or the Central Lyon County Fire District Board of Directors as a legal holiday.

973 28.3 Holidays shall be observed on the same day on which the official holiday occurs.

974 28.4 A holiday that falls on a Forty (40) hour paid Member's scheduled day off shall be observed on the
975 work day closest to the official holiday.

976 28.5 A full-time paid Member on a forty (40) hour work schedule who does not work on designated holidays
977 shall receive holiday pay at their base hourly rate in each pay period in which the holiday is observed. Members
978 working four (4) day a week, Ten (10) hours a day schedule shall receive Ten (10) hours of holiday pay.

979 A. The forty (40) hour full time paid Member shall select one compensation option at least Six (6) days
980 prior to the observed holiday:

981 1. The Member is scheduled to work on the day the observed holiday occurs: the Member may choose to
982 work on the designated holiday and shall receive holiday pay in addition to their base forty (40) hours. The
983 holiday pay does not pay additional PERS contribution.

984 2. The Member is scheduled to work on the day the observed holiday occurs: the Member may choose to
985 utilize holiday pay on the designated holiday to be included in their base forty (40) hours, and shall not receive
986 any additional pay. The holiday pay shall pay PERS contribution when included in the base forty (40) hours,
987 and the holiday pay shall be considered as time worked in regards to all leave accruals and overtime
988 compensation.

989 3. The Member is scheduled to work on the day the observed holiday occurs: the Member may choose to
990 utilize annual leave on designated holiday and shall receive holiday pay in addition to their base forty (40)
991 hours. The holiday pay does not pay additional PERS contributions.

992 4. The Member is not scheduled to work on the day the observed holiday occurs: the Member shall receive
993 holiday pay in addition to their base forty (40) hours. The holiday pay does not pay additional PERS
994 contribution.

995 28.6 Paid Members on Twenty-Four (24) hour shift schedules shall be paid an additional fourteen (14) hours
996 at their base hourly rate of compensation in each pay period in which a holiday is observed in lieu of receiving
997 time off.

998 **ARTICLE 29 – EMPLOYEE EVALUATIONS**

999 29.1 Purpose and Objectives. The purpose of the Employee performance evaluation system is to establish and
1000 maintain an ongoing means of communicating between Members and managers and/or supervisors for the
1001 purpose of clarifying organizational goals and linking them to Member expectations; motivating Members;

1002 ensuring high performance; maximizing Member potential; identifying employee training needs; and formally
1003 documenting Member behavior. Members along with their managers and or supervisors are expected to discuss
1004 suggestion issues or concerns at any time in an effort to maintain a positive and open working relationship.

1005 29.2 Schedule and Timing of Performance Evaluations. Members will receive a performance evaluation at six
1006 (6) months and at the completion of the twelve (12) month probationary period. Performance evaluations will
1007 then be given every twelve (12) months at the time a merit step is due until the maximum wage of the salary
1008 range is reached, and annually thereafter. Whenever a commendation or a serious problem warrants special
1009 attention, as determined by the District Fire Chief, a special performance evaluation may be made.

1010 29.3 The Performance Evaluation

1011 A. Evaluations will be based on performance and/or behavior which occurred during the rating period.
1012 Previous evaluations may be referenced to support trends or patterns of performance, but prior performance
1013 should not be used solely as the basis of arriving at current reviews.

1014 B. The performance evaluation shall be on a form provided by the District. The evaluation shall be
1015 prepared by the supervisor directly responsible for the paid Member's performance and shall be reviewed with
1016 the Chief. The immediate supervisor shall conduct a private interview with the Member in an unhurried
1017 atmosphere. The Member shall sign the performance evaluation form, indicating that it was discussed with
1018 him, not that the Member agrees with or endorses the evaluation. The Member may add written comments to
1019 the performance evaluation. A copy of the performance evaluation will be provided to the Member and the
1020 original, along with any Member's comments, will be placed in the Member's personnel file.

1021 C. Managers and supervisors are encouraged to maintain ongoing informal discussions with Members
1022 about Member performance and development. It is not necessary to wait until a formal review to discuss
1023 progress and amend or modify the previously established performance criteria.

1024 D. Performance evaluations are intended as a tool for employee development and communication and
1025 shall not, in and of themselves, constitute disciplinary action.

1026 E. Performance evaluations shall be applied in a fair and consistent manner across all Members and shall
1027 be based on job-related criteria.

1028 29.4 Appeal of Performance Evaluations. A Member, other than a Member on an initial probation record,
1029 who receives an overall unsatisfactory performance evaluation rating, may request a meeting with the District
1030 Fire Chief. The District Fire Chief shall meet with the Member in a timely manner to discuss the evaluation.
1031 The decision of the District Fire Chief shall be final.

1032 29.5 Employee evaluations will be completed annually and placed in the employee’s file. If eligible for a
1033 step increase, the step will be retroactive to the date of the closest pay period after the anniversary date. If
1034 eligible for a step increase, the step increase will be based off the last employee evaluation in their file.

1035 29.6 Performance evaluations shall be conducted in accordance with District policies and procedures, which
1036 shall be subject to negotiation where required under Article 60.

1037 **ARTICLE 30 – OUT OF DISTRICT ASSIGNMENTS**

1038 30.1 Members who are on out of district wildland assignments will be compensated at overtime rate, excluding
1039 their normally scheduled work hours, scheduled trade days, sick leave, administrative leave, and/or worker’s
1040 compensation leave.

1041 A. Forty (40) hour employees will be compensated a minimum 16 hours each day. If the Crew Time Report
1042 or other incident time documentation shows actual hours worked in excess of 16 hours in a day the employee
1043 will be compensated accordingly.

1044 B. Twenty-Four (24) hour shift employees will be compensated portal to portal.

1045 30.2 When Members respond to an initial attack/immediate need incident within Northern Nevada Region I
1046 during their normal work hours and the assignment extends beyond their normally scheduled work hours they
1047 will be offered relief replacement at the end of their scheduled shift but can choose to stay on the assignment
1048 and be rotated on the wildland overtime list. If no replacement is available the Member will be mandatorily
1049 held and replaced as soon as possible and not be rotated on the wildland overtime list.

1050 30.3 A Member who is assigned as an Engine Boss shall be compensated at Acting Captain wage for the
1051 assignment; they shall return to their base rate of pay upon return from the assignment.

1052 30.4 For planned out of district assignments, the District shall utilize a fair and consistent process for filling
1053 assignments.

1054 A. Such process shall:

- 1055 1. Utilize established rotation procedures
- 1056 2. Be based on qualifications and operational needs
- 1057 3. Provide equitable opportunities for Members
- 1058 4. Be administered in a transparent manner

1059 B. Procedures governing these assignments shall be maintained in District policy and shall be subject to
1060 negotiation where required under this Agreement.

1061 30.5 Backfill of station coverage that requires overtime will shall follow Article 19.7.

1062 **ARTICLE 31 – PUBLIC EMPLOYEES RETIREMENT SYSTEM**

1063 31.1 The District shall comply with applicable state law regarding participation in the Public Employees
1064 Retirement System (PERS). Employer and employee contributions shall be administered in accordance with
1065 state law and any applicable agreements between the District and the Association.

1066 **ARTICLE 32 – WAGE ADJUSTMENTS AND COLA’S**

1067 32.1 The District paid the employee portion of the 4.375% Police/Fire PERS Member’s contribution rate
1068 increase in lieu of a promised pay increase effective July 1, 2025. The District’s agreement to cover the 4.375%
1069 Police/Fire PERS Member’s contribution rate increase which took effect on or about July 20, 2025 shall be a
1070 permanent wage adjustment.

1071 32.2 The District paid the employee portion of the 1.625% Employee/Employer PERS Member’s contribution
1072 rate increase in lieu of a promised pay increase effective July 1, 2025. The District’s agreement to cover the
1073 1.625% Employee/Employer PERS Member’s contribution rate increase which took effect on or about July 20,
1074 2025 shall be a permanent wage adjustment.

1075 32.3 For fiscal year 2026-2027 there will be a 3.0% comprehensive COLA wage adjustment, in
1076 the first (1st) full pay period of July 2026.

1077 32.4 All Wage Adjustments and COLA’s will be administered at the end of the first (1st) full pay period in the
1078 month they have been determined to be administered.

1079 **ARTICLE 33 – EDUCATION PROGRAM**

1080 33.1 The District will provide an employee reimbursement program to assist employees with continuing
1081 education towards a degree program in the fields of Fire Science, Fire Prevention, Business Administration,
1082 Chemistry, Emergency Management, Nursing, Emergency Medical Services and other degree programs as
1083 approved by the District Fire Chief.

1084 33.2 There will be a total of \$10,000 available per budget cycle. The budget cycle shall be divided into two (2)
1085 reimbursement periods as follows:

1086 A. Period 1: Covering the fall semester and any associated summer session, with up to \$5,000 available and a
1087 maximum of ten (10) scholarships.

1088 B. Period 2: Covering the spring semester and any associated winter session, with up to \$5,000 available and
1089 a maximum of ten (10) scholarships.

1090 33.3 Applications for reimbursement shall be submitted in the first three (3) weeks following the conclusion
1091 of each semester within that period. To receive reimbursement, recipients must provide copies of their receipts
1092 and proof of achieving a grade of “C” or better.

- 1093 A. For Period 1—if there are fewer than ten (10) qualified applicants, any unused portion of the \$5,000 shall
1094 carry over to Period 2.
- 1095 B. For Period 2— if there are fewer than ten (10) qualified applicants, the available funds may be divided
1096 equally among the qualified applicants up to the amount of their receipts.
- 1097 33.4 The District agrees to reimburse each Member up to five hundred (\$500) dollars biennially for receipted
1098 expenses from approved CAPCE EMS continuing education courses to assist Members with education towards
1099 their Paramedic and EMT refresher requirements. The Member must produce a receipt and course completion
1100 certificate to the District Office to be reimbursed.
- 1101 33.5 Paramedic Education Expense advanced payment program. As it is considered a benefit to our Member
1102 who seeks promotion to the Paramedic level; any Member who is selected to attend a Paramedic program at
1103 the Districts expense shall agree to the terms of this advanced payment program agreement. In consideration
1104 of the District’s payment of all tuition, uniforms, books, supplies, and education leave expenses, the Member
1105 agrees to the following:
- 1106 A. If the Member is unable to complete the terms of this agreement due to circumstances that the District
1107 and Association mutually agree to be constitute extenuating circumstances, including personal disabling illness
1108 or injury, or significant illness or injury of a family Member causing work impacts beyond FMLA, the Member
1109 may be granted a special consideration for forgiveness by the Board of Directors.
- 1110 B. If the Member fails to complete certification, the Member shall refund the entire amount of the
1111 educational expenses provided.
- 1112 C. If the Member voluntarily terminates employment with the District prior to completing the course,
1113 internship or TAP, the Member shall refund the entire amount of the educational expenses provided.
- 1114 D. If the Member voluntarily terminates employment with the District prior to
1115 completing six (6) consecutive months of active employment post completion of TAP, the Member shall refund
1116 the entire amount of the educational expenses provided.
- 1117 E. If the Member voluntarily terminates employment with the District after completing six (6) months of
1118 active employment post TAP Phase 2, but prior to completing twenty-four (24) consecutive months of active
1119 employment, the Member shall refund a prorated share of the educational expenses provided. The prorated
1120 amount shall be calculated based on the total educational expenses provided, divided by the percentage of the
1121 twenty-four (24) month period that was not completed.

1122 F. The District shall maintain actual records of all expenses related to tuition, uniforms, books, supplies,
1123 and education leave for each Member who has received advanced payment. The Member may request a copy
1124 of these records at any time.

1125 G. Any Member who accepts educational funding under this section must sign an individual agreement
1126 acknowledging these terms prior to the commencement of the program.

1127 H. This Educational Expense Agreement creates no contract of employment between any Member and the
1128 District. Either party may terminate the employment relationship at any time, subject to the terms and
1129 conditions of this Agreement.

1130 **ARTICLE 34 – HAZ-MAT TECHNICIAN/SPECIALIST INCENTIVE**

1131 34.1 Members who are certified as Hazardous Materials Technician/Specialist and are recognized by the
1132 District and Quad County Hazardous Materials Team shall receive an incentive of two percent (2%) of their
1133 base wage.

1134 34.2 The maximum number of represented Members eligible to receive the technician incentive is twelve (12).

1135 **ARTICLE 35 – GROUP HEALTH INSURANCE**

1136 35.1 The District agrees to maintain, at a minimum, the level of benefits provided under our current Medical,
1137 Dental and Vision plans.

1138 35.2 **Medical** – this includes 100% coverage of the premium cost for the employee and their eligible
1139 dependents, under our current Health Savings Account (HSA) program. Coverage Benefits will continue at the
1140 level presently provided as outlined in the Explanation of Benefits. The District agrees to contribute \$3,000.00
1141 annually into each employee’s HSA account in the first (1st) full pay period in January.

1142 A. Effective July 1, 2022, and thereafter for the duration of this contract, there will be a Six percent (6%)
1143 budgeted cap on the increase of coverage premium increase covered by the District. The District and the
1144 Association shall negotiate annually during the November contract re-opener to review and negotiate the group
1145 insurance package for the upcoming calendar year, with the goal of maintaining and improving comparable
1146 benefit levels while managing premium costs within the established cap. This cap shall be compared to the
1147 previous month’s actual health care premium expenses, and a comparison of total premium expenses divided
1148 by the number of lives covered.

1149 1. Any planned or known additional premium expenses shall be added to the group insurance budget line
1150 item prior to comparing the premium cap, i.e.; new hires, planned new hires.

1151 B. Any dependent health insurance coverage premium budget cap excess or shortage shall be divided upon
1152 all employees and either added to or subtracted from their annual HSA district contributions only one (1) time

1153 annually in the first (1st) pay period in January. If a change is made to the HSA contribution amount to meet
1154 the cap this amount will be the base amount in Subsection 35.2 for the next year.

1155 35.3 **Dental** – The District will continue to provide Dental care at the level presently provided as outlined in
1156 the Explanation of Benefits.

1157 35.4 **Vision** – The District will continue to provide Vision care at the level presently provided as outlined in
1158 the Explanation of Benefits.

1159 35.5 **Air Ambulance** – The District agrees to provide Careflight Membership coverage for each Member’s
1160 household.

1161 **ARTICLE 36 – GROUP LIFE INSURANCE**

1162 36.1 The District agrees to pay for Group Life Insurance for each Member at no cost to the Member in the
1163 amount of \$25,000.00 for the Member, \$3,000 for the Member’s spouse, and \$2,000 for each eligible dependent
1164 child over twelve (12) months until the age of eighteen (18).

1165 **ARTICLE 37 – POST-RETIREMENT MEDICAL BENEFITS**

1166 37.1 The District agrees to pay toward the Member’s Group Health Care insurance premium based on the
1167 following stipulations:

1168 A. The District will contribute toward the Member’s premium only.

1169 1. For any Member who retires after July 1, 2022, any excess between the Members defined percentage
1170 and dollar amount and actual premium cost shall be contributed toward their spousal benefit to a maximum of
1171 the defined dollar amount.

1172 2. The Member must be married to the spouse at time of retirement.

1173 B. The District will pay based on attaining a minimum of fifteen (15) years of service and with the Member
1174 choosing to draw their PERS retirement at the time of separation of service with the District.

1175 1. If the Member leaves the District and does not begin drawing their PERS retirement at time of separation
1176 they are not eligible to receive any insurance benefit from the District.

1177 C. The District will pay a percentage based on years of service up to the dollar amount listed in the chart
1178 below.

1179

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

25	100%	\$700.00
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1180 37.2 Upon attainment of Medicare age, the District’s contribution to the Member’s health insurance will
 1181 cease, however the Member may choose to continue with the District’s policy at the time as a supplemental to
 1182 their Medicare coverage with the Member paying the entire premium.

1183 37.3 Whenever a Member retires and draws pension under Nevada State PERS and was eligible to be covered
 1184 or had dependents that were eligible to be covered by group health insurance, Vision, and Dental has the option
 1185 upon retirement to cancel or continue any such coverages. The retiree shall assume the portion of the premium
 1186 for the coverage which the District does not pay on behalf of retired Member.

1187 A. Notice of the selection of the option to continue or cancel must be given in writing to the District upon
 1188 notice of retirement.

1189 B. A dependent of such a retired person has the option, which may be exercised to the same extent and in
 1190 the same manner as the retired person, to cancel or continue coverage in effect on the date the retired person
 1191 dies.

1192 1. The dependents notice of the selection of the option to continue or cancel must be given in writing to
 1193 the District within sixty (60) days after the date of death. If no notice is given within the time frame they will
 1194 be removed from coverage.

1195 2. The dependent shall assume the premium for the coverage if continued.

1196 37.4 A retired Member, the surviving spouse or dependent may reinstate insurance that, at the time of
 1197 reinstatement, is provided by the District to the active Members and their dependents. The retired Member, the
 1198 surviving spouse or dependent shall assume the full premium for the coverage. The retired Member, the
 1199 surviving spouse or dependent must submit written notice of the intent to reinstate the insurance not later than
 1200 August 31 prior to the plan renewal year; coverage will reinstate on the plan renewal.

1201 37.5 The district will continue contributions as negotiated to a trust fund administered jointly by the District
 1202 and the Association.

1203 **ARTICLE 38 – LONGEVITY PAY**

1204 38.1 All Members covered hereunder who have completed a total of five (5) years or more of full-time service
 1205 with the District shall be entitled to longevity pay at the rate of .005 of the base pay of FF-2 step 4 for each
 1206 year of continuous service with the District up to a maximum of twenty (20) years of service.

1207 38.2 Effective July 1, 2013, Members eligibility for longevity pay shall be reviewed after achieving 5 years of
 1208 full time status and calculated at the Members anniversary date each year thereafter with a payment to be
 1209 effected in an annual installment payable in the next full pay period after.

1210 38.3 Qualified Members retiring before the due date of the annual payment shall receive a prorated payment
1211 based on the last whole year completed. Any other form of severance from service will not be recognized for
1212 longevity compensation without board approval.

1213 **ARTICLE 39 – UNIFORM ALLOWANCE**

1214 39.1 The District shall provide a uniform allowance of one thousand two hundred dollars (\$1,200.00) annually
1215 to Members who are required by the District to wear a uniform.

1216 The uniform allowance shall be issued as a one-time disbursement in the first full pay period following
1217 execution of this Agreement, and annually thereafter in the month of October.

1218 The Fleet Manager and Fire Apparatus Mechanic I shall receive an additional benefit of commercial uniform
1219 and laundry service managed by the District.

1220 Members shall continue to adhere to the professional appearance policy.

1221 39.2 The District agrees to eliminate the annual allotment of six (6) t-shirts.

1222 Members wishing to acquire specialized or additional uniform-related gear may submit purchase requests or
1223 use personal funds, as approved under the Uniform Policy.

1224 Members may utilize the District’s chosen vendor or a vendor of their choice, provided the vendor prints or
1225 supplies items that meet the same criteria as designated by the District Uniform Committee.

1226 39.3 Members may use their uniform allowance to purchase necessary uniform or personal protective
1227 equipment (PPE)-related items, as funds have been disbursed directly to them for this purpose.

1228 Members are authorized to use the District’s tax-exempt number for qualifying purchases.

1229 39.4 Members shall conduct themselves in such a manner, when wearing clothing that identifies them as
1230 District representatives, so as not to bring discredit to the District.

1231 39.5 Members are encouraged to obtain all components of their Class A uniform by the end of their second
1232 (2nd) year of full-time service.

1233 A. Members may submit a purchase request for the District to provide a Class A jacket and pants in their
1234 second year of employment.

1235 B. Members shall be responsible for acquiring the remaining components of the Class A uniform in
1236 accordance with the Uniform SOG (Admin #1).

1237 39.6 Temporary employees shall receive a prorated uniform allowance based on their hire date in reference to
1238 the start of the fiscal year.

1239 **ARTICLE 40 – MEDICAL EXAMINATIONS**

1240 40.1 The District may require a medical examination of a Member at any time for any reasonable cause related
1241 to the Member’s ability to perform assigned duties. . The medical examination shall be conducted by a
1242 physician selected by the District at its sole expense. The scope of the medical examination shall be determined
1243 by the attending physician, with the approval of the District Chief, to assess if the Member is medically fit to
1244 effectively perform their job without endangering the health and safety of the other District employees, the
1245 public or themselves.

1246 40.2 A Member who is disqualified from employment or who otherwise fails the examination may submit an
1247 independent medical opinion that the Member obtains at their own expense. The District shall consider such
1248 opinion in determining the Member’s fitness for duty.

1249 40.3 Members engaged in emergency response for the benefit or safety of the public shall participate in pre-
1250 employment and periodic medical examinations in accordance with applicable District policy. Such
1251 examinations shall meet applicable federal and state requirements and recognized standards for firefighter
1252 medical evaluations and shall be sufficient to establish and maintain baseline health records related to
1253 occupational exposures.

1254 A. Medical examinations conducted under this Article shall be consistent with applicable law and shall be
1255 sufficient to support eligibility for applicable presumptive occupational disease coverage.

1256 B. The type and frequency of such examinations shall be based on the Member’s level of participation and
1257 applicable standards.

1258 C. The cost of all required medical examinations shall be paid by the District.

1259 D. The District shall maintain records of required medical examinations in accordance with applicable law
1260 and shall provide documentation to the Member upon request.

1261 40.4 Members engaged in emergency response shall be offered an annual cancer screening examination
1262 consistent with current industry standards and applicable law. The screening shall be conducted at the District’s
1263 sole expense. The scope of screening may be informed by recommendations from the health and wellness
1264 committee and recognized best practices for firefighter cancer detection.

1265 40.5 Any changes to the scope or frequency of the physicals or cancer screening programs shall be reviewed
1266 with the Health and Wellness Committee prior to implementation.

1267 **ARTICLE 41 – WORKER’S COMPENSATION LEAVE**

1268 41.1 In the event a Member is absent from work due to an on-the-job injury, illness, or occupational disease,
1269 which is accepted by the District’s Workers Compensation carrier or otherwise determined to be compensable

1270 under applicable law the District shall pay that Member the difference between awarded Temporary Total
1271 Disability (TTD) or Temporary Partial Disability (TPD) payments and the Member's regular, base rate of pay
1272 for his/her current position, calculated at an average of One Hundred and Twelve (112) hours per pay period
1273 for Twenty-Four (24) hour shift personnel or Eighty (80) hours for Forty Hour Personnel. A Member will be
1274 eligible for this supplemental compensation for a period of Ninety (90) calendar days for each separate and
1275 unique injury, illness, or occupational disease, unless the following provisions apply:

1276 He/she is able to perform his/her regular duties;

1277 He/she is able to perform temporary alternative duties in the Fire District; or

1278 He/she becomes qualified to receive permanent total disability compensation, whichever event occurs first.

1279 41.2 Payment of supplemental compensation will be applied retroactively to the first day of eligibility for TTD
1280 or TPD. During such period, the Member will accrue sick and vacation benefits as if he/she were in full pay
1281 status. Further, during such period the District will continue its full contribution toward the Member's group
1282 medical insurance coverage. The Member will remain in full pay status by endorsing his/her Worker's
1283 Compensation TTD/TPD check over to the District. The District will then pay the Member an amount equal to
1284 the TTD/TPD payment and the supplemental compensation. The member shall not be required to endorse any
1285 Workers' Compensation payment that is disputed or under appeal.

1286 41.3 The District recognizes that a Member must be on medically certified leave from work for at least five (5)
1287 days due to an accepted on-the-job injury, illness, or occupational disease, before becoming eligible for
1288 TTD/TPD benefits. Under these circumstances, the District will pay a Member his/her full regular wage for
1289 up to the first five (5) days of absence. If a Member subsequently becomes eligible for TTD/TPD for these
1290 days, he/she will endorse that Worker's Compensation check over to the District.

1291 41.4 Members performing temporary alternative duties in the Fire District may be assigned to an altered
1292 schedule, dependent upon their medical restrictions and the alternative duty assignment. Assignments shall be
1293 consistent with the Member's medical restrictions. Members will remain in full pay status while performing
1294 alternative duties in the Fire District, even if their medical restrictions call for less than a full day of work.
1295 Members working temporary alternative duties will continue to accrue sick and vacation benefits, as they are
1296 in full pay status.

1297 41.5 The District will also continue its full contribution toward the Member's group medical insurance. If a
1298 Member receives TTD/TPD for these days, he/she will endorse that Worker's Compensation check over to the
1299 District.

1300 41.6 If a Member continues to be absent from work due to an on-the-job injury, illness, or occupational disease
1301 after receiving supplemental compensation Ninety (90) calendar days, the Member may continue to remain in
1302 a full pay status for an additional Ninety (90) days by using accrued sick and/or vacation. The District shall
1303 then pay the Member an amount equal to the difference between utilized sick and/or vacation and TTD/TPD
1304 payments and the Member's regular, base rate of pay for his/her current position, calculated at an average of
1305 112 hours per pay period for Twenty-Four (24) hour shift personnel or Eighty (80) hours for Forty (40) hour
1306 personnel. A Member will endorse his/her TTD/TPD check over to the District in exchange for his/her full
1307 paycheck as set forth above.

1308 41.7 If a Member continues to be absent from work due to an on-the-job injury, illness, or occupational disease
1309 after the time periods set forth in 1 and 2, above, the Member may continue to remain in a full pay status by
1310 using accrued sick, vacation and/or comp time in conjunction with TTD/TPD payments. A Member will
1311 endorse his/her TTD/TPD check over to the District in exchange for his/her full paycheck as set forth above.

1312 41.8 If the Member exhausts all of his/her accrued sick, vacation and/or comp time, the Member may apply
1313 for Catastrophic Leave per Article 24.

1314 41.9 Should a Member have permanent work restrictions imposed or a permanent total disability as determined
1315 by the Worker's Compensation carrier that leaves the Member unable to perform the entire essential functions
1316 of his/her current position. The Member, District and the Association shall meet to determine the appropriate
1317 course of action, which may include initiating the retirement process. If retirement is determined, the Member,
1318 District and Association shall work to expedite the retirement process.

1319 **41.10 Communicable Disease**

1320 A. In the event a Member covered under this Agreement or his/her supervisor suspects that, as a result of
1321 the course of duty, he/she has been exposed to, or is the carrier of a serious communicable disease; the Member
1322 may be relieved of duty without the loss of any pay or sick leave, and shall be taken immediately to a local
1323 emergency hospital for diagnosis and treatment. The Member shall be permitted to seek immediate medical
1324 evaluation for diagnosis and treatment.

1325 B. The Member shall be provided with preventive measures designed to protect the Member against
1326 communicable diseases. These measures shall include, but are not limited to, medical procedures such as
1327 hepatitis and other vaccines and blood tests, and medical equipment such as, gloves, masks, and other products,
1328 equipment, and procedures that are intended to detect, prevent, or impede communicable disease. The use of

1329 protective equipment may be required by a supervisor if it appears the non-use of this equipment may endanger
1330 the Member or another Member.

1331 C. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the
1332 Member, and the District shall not be held responsible for any consequences to the Member as a result of the
1333 Member having or not having received any vaccinations or tests. This provision does not limit or waive any
1334 rights under Workers' Compensation or applicable law.

1335 **ARTICLE 42 – ALTERNATIVE DUTY ASSIGNMENT**

1336 42.1 Upon receipt of medical documentation that a Member is temporarily unable to perform all of the essential
1337 functions of his/her current position due to an on-the-job injury, illness, or occupational disease, which is
1338 accepted by the District's Workers Compensation carrier, or otherwise determined to be compensable under
1339 applicable law, the District may offer alternative duty in accordance with subsection (8) of NRS 616C.475.
1340 Alternative duty shall be limited to that which is within the physical limitations or restrictions imposed upon
1341 the work of the employee by the Treating Physician authorized pursuant to NRS 616B.527 or appropriately
1342 chosen pursuant to subsection (3) of NRS 616C.090 and which contributes in a meaningful and identifiable
1343 way to the function and mission of the District. A Member who sustains a non-industrial injury or illness that
1344 temporarily prevents them from performing the essential functions of their position may request a voluntary
1345 alternative duty assignment. Any such assignment shall be initiated at the Member's request, consistent with
1346 the Member's medical restrictions as documented by their treating physician, and subject to mutual agreement
1347 between the Member and the District. The Association shall be notified of any such assignment. Participation
1348 in voluntary alternative duty for non-industrial injuries or illnesses shall not affect the Member's Workers
1349 Compensation rights or any other rights under this Agreement. All alternative duty assignments, whether
1350 industrial or non-industrial, shall be consistent with the Member's medical restrictions and shall not place the
1351 Member at risk of further injury.

1352 42.2 The Member may choose not to accept the District's offer of Alternative Duty Assignment in which case
1353 their sick leave will be charged hour for hour until they are able to return to full duty status as authorized by
1354 the Treating Physician. The alternative duty assignment offered must be consistent with the Member's medical
1355 restrictions.

1356 A. Refusal to accept Alternative Duty Assignment in no way waives the Member's right to continued
1357 medical treatment and rehabilitation required by their Treating Physician in order to return them to Full Duty.

1358 42.3 The parties agree that alternative duty assignments are to be temporary IN nature and are intended to
1359 facilitate the Member's transition back to unrestricted, full duty performance of all essential functions of their

1360 current position. Such assignments shall be consistent with the Member's medical restrictions and current
1361 medical status and shall be structured in a manner that supports the Member's recovery without placing them
1362 at risk of further injury. Alternative duty may be provided where there is a reasonable medical probability that
1363 the Member will be able to resume full duty upon reaching maximum medical improvement (MMI). Upon
1364 medical release to full duty, the Member shall be returned to their regular assignment.

1365 **ARTICLE 43 – DRUG TESTING**

1366 43.1 The Association recognizes the District's Drug and Alcohol-Free Workplace Standard Operating
1367 Procedure (Admin SOP 12). Any changes to this policy that affect wages, hours, or working conditions shall
1368 be subject to negotiation in accordance with this Agreement.

1369 **ARTICLE 44 – PROMOTIONAL VACANCIES AND NOTICE**

1370 44.1 The District shall have the right to decide if any vacancy shall be filled or promotion made in accordance
1371 with Article 5.

1372 44.2 All promotional vacancies for the position of Captain shall be filled from within the bargaining unit,
1373 provided qualified candidates exist and meet the minimum requirements of the position established by the
1374 District, prior to the position being offered through an open competitive testing process.

1375 44.3 If a vacancy opens in the rank of Captain and there is a current acting list, the top ranked individual shall
1376 be offered the position.

1377 44.4 In the event there is an opening in the rank of Captain and there is not a current acting list, the District
1378 reserves the right to a temporary promotion to fill the position for up to six (6) months in order to establish a
1379 testing process to fill the position. The District shall make reasonable efforts to complete the testing process
1380 within this time period.

1381 44.5 Notice of all promotional vacancies within the District shall be given to the Association President for
1382 Distribution to Members. The opening will be posted for a period of not less than Sixty (60) calendar days
1383 prior to the last date for application.

1384 44.6 The District Fire Chief shall adopt selection techniques, subject to Board of Directors approval, which
1385 are impartial, culturally fair and related to the essential functions of the job classification. Selection techniques
1386 shall be job-related and applied in a fair and consistent manner.

1387 The examination may include, but is not limited to, one or more of the following:

- 1388 A. A written test measuring the candidate's aptitude and/or job knowledge.
- 1389 B. An application evaluation of each candidate's applicable training and experience directly related to the
1390 job.

- 1391 C. A performance test in which candidates demonstrate the degree of job knowledge and ability they
1392 possess.
- 1393 D. A physical fitness test whereby candidates demonstrate their physical capacity to perform the essential
1394 functions of the job.
- 1395 E. A personal interview designed to evaluate the candidate's job-related personal characteristics,
1396 background and job knowledge.
- 1397 44.7 Applications, recruitment and selection documents shall be retained in accordance with applicable State
1398 and Federal regulations.
- 1399 44.8 Notice of job openings shall contain the following information:
- 1400 A. Title and job description of the position;
- 1401 B. All eligibility requirements including: education, employment, training or experience criteria, and
1402 whether equivalent factors will be recognized, and the weight to be given each requirement in evaluating a
1403 candidate;
- 1404 C. Whether District or other seniority or length of service will be considered a factor, and if so, what weight
1405 will be given to such consideration in measuring or rating applicants;
- 1406 D. Whether there will be competitive testing, and if so, the date, time and place of the test; the nature and
1407 scope of the test subject matter, and any reference material or sources upon which the test is based;
- 1408 E. What components of the test will be used from Paragraph 2 items A-E and the relative weight to be
1409 given to each in scoring the test results;
- 1410 F. Whether the tests will be used to establish an eligibility list based upon ranking or rating of test
1411 applications with the highest overall score being placed first, next highest second, and so on down the list of
1412 candidates, and if so;
- 1413 G. How long the list will be retained and/or effective;
- 1414 H. What the wage schedule will be and any requirements to move up in step.
- 1415 44.9 The District will not be obligated to provide copies of the study/preparation materials.
- 1416 44.10 Return of classification or rank.
- 1417 A. Should a Member not pass the promotional probation, based on their performance evaluation and any
1418 applicable remedial extension, they shall return to their previous rank classification. A discussion shall occur
1419 between the Member and the District, and the Member may request Association representation, to determine
1420 the Member's status and potential eligibility to remain on the promotional list.

1421 B. Any Member who transitions from an Advanced EMT to Paramedic certification, who does not
1422 successfully complete TAP (probationary period) shall return to their previous classification as an Advanced
1423 EMT. A discussion shall occur between the Member and the District, and the Member may request Association
1424 representation, to determine the Member's status and potential eligibility to remain on the promotional list.

1425 **ARTICLE 45 – WORKING OUT OF CLASSIFICATION**

1426 45.1 Responsibility Compensation – An hourly employee of Central Lyon County Fire Protection District who
1427 is required to work in an acting position of a higher rank shall be paid an incentive of five percent (5%) of their
1428 base wage for all hours of fractions thereof worked in the higher classification. At no time shall the acting pay
1429 exceed the pay of the top step of the higher classification.

1430 A. Incentive shall be paid whenever the Member works in the higher classification shall be paid in ¼ hour
1431 increments.

1432 **ARTICLE 46 – MINIMUM STAFFING**

1433 46.1 Minimum Staffing. The District shall maintain a minimum staffing level of eleven (11) suppression
1434 certified Members on duty and in a suppression role at all times on A, B, and C shifts. This staffing shall
1435 include:

1436 A. A minimum of two (2) Company Officers; three (3) Firefighter/Paramedics (exclusive of any Company
1437 Officer EMS certification); The remaining six (6) positions shall be filled by Firefighter/AEMT's or higher

1438 B. When a Captain vacancy exists above the two (2) Captain minimum, the vacancy will be flown and
1439 filled in the following order:

- 1440 1. Captains, on a voluntary basis;
- 1441 2. Acting Captains, as designated and qualified in accordance with Article 45 (Working Out of
1442 Classification) and applicable District policy. If an Acting Captain is bumped, an effort will be made to
1443 voluntarily backfill their position with a Firefighter.

1444 a. If the Captain vacancy is not filled through voluntary means in the above order, no further lower position
1445 classifications will be offered overtime, and the position will remain vacant and mandatory overtime
1446 will not be imposed.

1447 C. Minimum staffing levels established in this Article are intended to ensure the District's ability to safely
1448 respond to emergency incidents and protect both personnel and the public with a focus on the public benefit.

1449 46.2 Operational Readiness.

1450 The District and the Association recognize that staffing models must support the ability to effectively respond
1451 to both EMS incidents and high-risk, low-frequency events, including structure fires, wildland-urban interface
1452 incidents, hazardous materials incidents, and technical rescue operations.

1453 A. Staffing decisions shall consider the need to assemble an effective operational response force capable
1454 of safely performing life-saving rescue, search, fire suppression, , incident management, and property
1455 conservation functions.

1456 46.3 Voluntary Fill to Twelve or More.

1457 The District shall make good-faith efforts to voluntarily fill daily minimum staffing to a level of twelve (12)
1458 when the Single-Role Medic position is vacant, or more (13-14) personnel when the 3rd Captain position is
1459 vacant, per shift, when a vacancy occurs that vacancy occurs and does not provide for mandatory overtime. .

1460 A. Failure to achieve twelve (12) or more personnel on a given shift shall not constitute a violation of this
1461 Article, provided the minimum staffing requirements of Section 46.1 are met.

1462 B. Voluntary overtime above the eleven (11) person minimum shall be flown and filled in accordance with
1463 the following position-specific processes.

1464 C. The order of fill for each vacancy type shall be administered through the District's approved staffing
1465 software in accordance with District Procedures governing overtime vacancy fill procedures.

1466 D. Single Role Paramedic Vacancy (4th Paramedic Position).

1467 When a Single Role Paramedic vacancy below twelve (12), the vacancy shall be flown and filled on a voluntary
1468 basis. in the following order:

1469 1. Single Role Paramedics;

1470 2. Firefighter/Medics;

1471 3. Firefighter/Advanced EMTs;

1472 4. Captains who hold a current and valid Paramedic certification;

1473 5. Captains who hold a current and valid Advanced EMT certification;

1474 E. If the Single Role Paramedic vacancy is not filled through voluntary means in the above order, no
1475 further lower position classifications will be offered overtime, and the position will remain vacant and
1476 mandatory overtime will not be imposed

1477 F. General Voluntary Fill Provisions.

1478 1. All voluntary fill vacancies above the minimum staffing level shall be administered through the
1479 District's approved staffing software. Work-up-in-rank assignments resulting from the voluntary fill process
1480 shall be governed by Article 45 of this Agreement and applicable District policy.

1481 46.4 Single Role Paramedics.

1482 A. Single Role Paramedics may supplement minimum staffing to support EMS system demands and shall
1483 be included in the District’s voluntary fill effort as described in Section 46.3; however, such positions shall not
1484 replace firefighter minimum staffing.

1485 46.5 Staffing Adjustments and Growth.

1486 A. In the event staffing levels increase beyond fourteen (14) on A, B, and C shifts and any additional
1487 staffing increases thereafter, the District and the Association agree to discuss the staffing plan, deployment
1488 models, and operational needs prior to implementation of any changes.

1489 45.6 Minimum staffing levels established in this Article shall not be reduced without the mutual written
1490 agreement of the parties.

1491 46.7 Staffing Evaluation.

1492 The District agrees to annually evaluate the staffing plan, deployment models, and operational effectiveness,
1493 of emergency response capability from response times, mutual aid received, and responders assembled on scene
1494 by incident type.

1495 A. The District shall review such findings with the Association within thirty (30) days of completion of
1496 each evaluation.

1497 46.8 Assignment and Counting of Personnel.

1498 No individual Member shall be counted toward minimum staffing for more than one station assignment during
1499 a shift.

1500 A. Personnel assigned to administrative, prevention, training, risk reduction, or command staff positions
1501 shall not be counted toward minimum shift minimum staffing unless specifically assigned to a suppression role
1502 for at least 12 hours of the shift.

1503 B. The duty officer may temporarily reassign personnel to address immediate operational needs. Such
1504 temporary reassignments shall not reduce the total minimum staffing numbers or eliminate required position
1505 classifications established in Section 46.1 of this Article.

1506 46.9 Staffing Continuity.

1507 Members shall remain on duty until relieved in order to maintain the minimum staffing requirements of this
1508 Article, in accordance with Article 20.3.

1509 **ARTICLE 47 – LABOR AND MANAGEMENT COMMITTEES**

1510 47.1 There shall be a Labor/Management Contract Committee:

1511 A. Consisting of Two (2) Association representatives and Two (2) District representatives. The Committee
1512 shall meet on the request of either party and at least once a quarter to discuss all matters of mutual concern.
1513 The Committee shall have the authority to make recommendations to the Association and the District.

1514 47.2 There shall be a Labor/Management Safety Committee:

1515 A. Consisting of two (2) Association representatives and two (2) District representatives. The Committee shall
1516 meet on request of either party and at least once a quarter to discuss all matters of mutual concern including
1517 staffing impacts on operational safety, equipment, training, and working conditions. The Committee shall have
1518 the authority to make recommendations to the Association and the District.

1519 47.3 There shall be a Labor/Management Insurance Committee:

1520 A. Consisting of Two (2) Association representatives and Two (2) District representatives. The committee
1521 will meet as needed to review and discuss matters related to employee health benefits and insurance programs.

1522 47.4 If the Association representatives on these Committees are scheduled on shift on the day of the meeting,
1523 the District will provide shift coverage for them during the scheduled time of the meeting at no cost to the
1524 Association Member and without reduction in District staffing.

1525 **ARTICLE 48 – USE OF DISTRICT EQUIPMENT AND FACILITIES**

1526 48.1 Inter-District Mail/E-mail/Phone Systems

1527 A. The District will allow reasonable use of the Inter-District mail system and the
1528 District’s email system.

1529 B. All use of the District’s email system is subject to the District’s internet and E-mail policy, including
1530 the provision that no reasonable expectation of privacy exists for messages placed on the system, and that all
1531 messages are subject to applicable provisions under Nevada Public Records Law.

1532 C. The District will allow the use of its land-line phone system for local calls only and as long as they
1533 don’t interfere with the normal operation of the Fire District.

1534 48.2 Use of District Copiers and Computers: The District will allow the Association to use the
1535 District’s copiers and/or computers for Association business under the following conditions:

1536 A. The Association will reimburse the District for costs associated with the usage of District supplies used
1537 for Association business.

1538 B. All copying and computing will be done at times that do not interfere with District operations.

1539 48.3 Use of Association Computers: The District will permit use of Association computers on District
1540 property at times that do not interfere with District operations.

1541 48.4 Use of District Facilities: The District will allow the use of its facilities for Association meetings,
1542 subject to availability, so long as the meetings do not interfere with the normal operations of the Fire District.
1543 Use of District facilities does not offer any guarantee of the privacy of the meetings.

1544 **ARTICLE 49 – WAIVER OF AMBULANCE FEES**

1545 49.1 Members and their household shall not be billed for any ambulance fees charged by the District that are
1546 not covered by insurance.

1547 A. Members must provide an updated list of individuals residing in their home within a reasonable time
1548 following any change in their household.

1549 **ARTICLE 50 – PRINTING AND SUPPLYING AGREEMENT**

1550 50.1 The District agrees to provide an electronic copy of the Collective Agreement to all Employees and
1551 management personnel within a reasonable time following execution of the Agreement.

1552 A. Upon request, the District and Association shall share equally fifty (50%) percent of the cost of printing
1553 sufficient copies of the Collective Agreement in booklet form for distribution.

1554 **ARTICLE 51 – AMENDMENTS AND RE-OPENERS**

1555 51.1 **Amendments:** If either the Association or the District desires to modify or change this agreement during
1556 its term, it shall serve written notice upon the other party setting forth the nature of the proposed modifications
1557 or changes. The other party will have fifteen (15) days to review the proposed changes and the parties shall
1558 meet and confer regarding the proposal at a mutually agreeable time as soon as reasonably possible for both
1559 parties.

1560 A. Any amendment that is mutually agreed upon shall become part of this Agreement, effective upon the
1561 agreed date.

1562 B. Any amendment to the Agreement must be made in accordance with NRS 288 and this Agreement.

1563 C. The parties agree that opening any Article may have an impact on other Articles.

1564 51.2 **Re-Openers**

1565 A. Article 35 of the Agreement may be reopened annually, upon request of either party, for the purpose of
1566 reviewing Group Health Insurance.

1567 B. Article 46 of the Agreement may be reopened during the term of this Agreement, upon request of either
1568 party, for the purpose of reviewing the Minimum daily staffing. (see Article 46)

1569 C. Article 32 of the Agreement may be reopened during the term of this Agreement, upon request of either
1570 party, for the purpose of reviewing wage adjustments and COLAs.

1571 D. In addition, each party may reopen any one (1) other Article per contract period.

1572 **ARTICLE 52 – HABITABILITY OF STATIONS**

1573 52.1 The District shall at all times maintain the stations in a safe and habitable condition. A station is not
1574 habitable if it substantially lacks one or more of the following:

1575 A. Effective waterproofing and weather protection of roof and exterior walls and doors.

1576 B. Plumbing facilities which conform to applicable code when installed and maintained in
1577 good working order.

1578 C. A water supply approved under building code and capable of producing hot and cold
1579 running potable water, furnished with appropriate fixtures and connected to a sewage disposal system approved
1580 under applicable building code and maintained in good working order to the extent that the system can be
1581 controlled by the District.

1582 D. Adequate heating facilities that conform to the applicable building code when installed and
1583 are maintained in good working order.

1584 E. Electrical lighting, outlets, wiring and electrical equipment which conformed to applicable
1585 building code when installed and are maintained in good working order.

1586 F. Floors, walls, ceilings, stairways and railings maintained in good repair.

1587 G. Ventilating, air conditioning/swamp coolers and other facilities and appliances maintained
1588 in good repair to promote employee respiratory health.

1589 H. Stoves for meal preparation and dish washers maintained if they currently contain those features. Said
1590 appliances shall be maintained in good repair.

1591 I. The provision of kitchen appliances and cooking utensils and the prompt replacement of those items as
1592 needed.

1593 J. Stations shall be maintained free from noxious odors.

1594 52.2 In the event that repairs and/or maintenance, beyond that which is routine and commonly performed by
1595 Members, becomes necessary the District shall perform or otherwise arrange for the performance of such
1596 repairs and/or maintenance in a timely manner.

1597 52.3 The District shall perform or arrange for the performance of remodeling as needed to maintain station
1598 in good repair and in habitable condition.

1599 52.4 If an inadequate living condition is jeopardizing Member safety, whether medically or physically, the
1600 Members shall be temporarily relocated to an acceptable station agreed upon by both the Association and the
1601 District until their primary station may be repaired. The District shall notify the Association of such relocation.

1602 **ARTICLE 53 – SHIFT TRADES**

1603 53.1 Members may request to trade shifts, subject to approval by the District. Such requests shall not be
1604 unreasonably denied and must not interfere with District operations.

1605 53.2 No additional obligation, financial or otherwise, shall accrue to the District as a result of such shift trades.

1606 A. Hours worked by a Member as a result of a shift trade shall not be considered hours worked for the
1607 purpose of overtime calculation. The regularly scheduled Member shall be compensated as if they had worked
1608 their normal schedule for the traded shift.

1609 **ARTICLE 54 – PAYROLL DEDUCTIONS**

1610 54.1 The District’s payroll agent agrees to deduct bi-weekly dues, in the amount certified to be current by the
1611 Treasurer of the Association, from the pay of those who individually authorize in writing that such deductions
1612 be made.

1613 54.2 The total amount of deductions shall be remitted by the District to the Association by deposit into the
1614 bank account designated by the Association, within a reasonable time following each pay period.

1615 54.3 This authorization for payroll deduction of dues shall remain in full force and effect during the term of
1616 this Agreement; provided, however, individual Members may rescind such authorization at any time and such
1617 written rescission will be honored by the District as soon as practicable.

1618 54.4 The Association shall indemnify and hold the District harmless against any and all claims, demands,
1619 suits, or other forms of liability that may arise out of or by reason of any action taken by the District for the
1620 purpose of complying with this Article.

1621 **ARTICLE 55 – POLYGRAPH EXAMINATIONS**

1622 55.1 No Member shall be compelled to submit to a polygraph examination against their will. No disciplinary
1623 action or other adverse action shall be taken against a Member for refusing to submit to a polygraph
1624 examination. The District shall not represent a Member’s refusal to submit to a polygraph examination as
1625 misconduct. This article, however, does not apply to applicants in the hiring process.

1626 **ARTICLE 56 – LAWSUITS AGAINST MEMBERS**

1627 56.1 The District shall provide for the defense, including the defense of crossclaims and counterclaims, of any
1628 Member in a civil action brought against that Member based on any alleged act or omission relating to their
1629 employment if:

1630 A. Within fifteen (15) days after service of a copy of the summons and complaint or other legal document
1631 commencing the action, or as soon as practicable, the Member submits a written request for defense to the
1632 District Fire Chief and the Fire District’s Attorney; and

1633 B. The Attorney has determined, based on available information, that the act or omission of which the
1634 action is based appears to be within the course and scope of employment and appears to have been performed
1635 or omitted in good faith.

1636 C. The District's Attorney shall determine as promptly as possible whether or not to tender the defense of
1637 the person submitting the request. Until the decision is made, the Attorney shall take appropriate action to
1638 defend or otherwise protect the time of the person submitting the request to file a responsive pleading.

1639 D. In any case in which the District's Attorney determines not to defend, they shall give written notice to
1640 the Member who requested the defense either:

1641 E. Ten (10) days before the date and answer of other responsive pleading must be filed with the court; or
1642 If the defense has been commenced, Twenty (20) days before the time an application is made with the court to
1643 withdraw as the attorney of record.

1644 56.4 At any time after the District's Attorney has appeared in any civil action and commenced to defend any
1645 Member, the Attorney may apply to any court to withdraw as the attorney of record for that person based upon:

1646 A. Discovery of any new material fact which was not known at the time the defense was tendered and
1647 which would have altered the decision to tender the defense;

1648 B. Misrepresentation of any material fact which was material to the decision to tender the defense, if that
1649 fact would have altered the decision to tender the defense if the misrepresentation had not occurred;

1650 C. Discovery of any mistake of fact which was material to the decision to tender the defense and which
1651 would have altered the decision but for the mistake;

1652 D. Discovery of any fact which indicates that the act or omission on which the civil action is based was
1653 not within the course and scope of employment or was wanton or malicious;

1654 E. Failure of the defendant to cooperate in good faith with the defense of the case; or

1655 F. If the action has been brought in a court of competent jurisdiction of this state, failure to name the
1656 District as a party defendant, if there is sufficient evidence to establish that the civil action is clearly not based
1657 on any act or omission relating to the defendant's employment.

1658 56.5 If any court grants a Motion to withdraw on any of the grounds set forth in subsection 4, the District has
1659 no duty to continue to defend any person who is the subject of the Motion to Withdraw.

1660 56.6 If the District does not provide for the defense of a Member, and if it is judicially determined that the
1661 action arose out of an act or omission of that person during the performance of any duty within the course and
1662 scope of the Member's employment and that the act or omission was not wanton or malicious, the District shall

1663 be liable to that person for reasonable expenses in carrying on their own defense, including court costs and
1664 attorney's fees.

1665 57.7 The District may provide for the defense of any Member who is entitled to a defense from the District by
1666 tendering the defense to an insurer who, pursuant to a contract of insurance, is authorized to defend the action.

1667 57.8 At any time after a written request for defense is submitted to the Fire District's Attorney, the Member
1668 requesting the defense may employ their own counsel to defend the action. If such counsel is retained without
1669 prior agreement from the District, the District is excused from any further duty to represent that Member and
1670 is not liable for any expenses in defending the action, including court costs and attorney's fees.

1671 57.9 In any civil action brought against a Member in which a judgment is entered against the Member based
1672 on any act or omission relating to their employment, the District shall indemnify the Member unless;

- 1673 A. The Member failed to submit a timely request for defense;
- 1674 B. The Member failed to cooperate in good faith in the defense of the action;
- 1675 C. The act or omission of the Member was not within the scope of their employment; or
- 1676 D. The act or omission of the Member was wanton or malicious.

1677 **ARTICLE 57 – PRECEPTOR PAY**

1678 57.1 An hourly employee of Central Lyon County Fire Protection District who is assigned to function as a
1679 Paramedic Preceptor shall receive additional compensation at a rate of ten percent (10%) above their current
1680 hourly rate of pay for the hours worked in that assignment, applied on a prorated basis consistent with the
1681 duration of the assignment. Such assignments may exceed four (4) hours or more in duration.

1682 57.2 During phase 1 and 2 of the Temporary Authorized Provider (TAP) process, an employee assigned to
1683 function as a preceptor shall be compensated at a rate of five percent (5%) above their current hourly rate of
1684 pay for the hours worked in that assignment, applied on a prorated basis consistent with the duration of the
1685 assignment. These assignments may exceed four (4) hours or more in duration.

1686 **ARTICLE 58 – FIREFIGHTER HEALTH AND WELLNESS**

1687 58.1 The District and the Association recognize that maintaining a healthy, fit, and effective workforce is
1688 essential to the safety of Members and the community. Members are expected to maintain a level of physical
1689 fitness consistent with the demands of the job and the operational needs of the District. The parties support the
1690 District's Wellness and Fitness Program, including General Order #1, which establishes standards, testing
1691 procedures, and expectations for Member fitness and wellness.

1692 A. Members who achieve a score of ninety percent (90%) or higher in the District's approved annual fitness
1693 assessment shall receive a one percent (1%) wage scale adjustment. Members who achieve a score of eighty

1694 percent (80%) or higher shall receive a one-half percent (0.5%) wage scale adjustment. All testing and scoring
1695 shall be conducted in accordance with the District's approved wellness program. Wage scale adjustments
1696 earned under this section shall take effect on the first full pay period following certification of the Member's
1697 qualifying score.

1698 58.2 Members assigned to positions requiring wildland firefighting duties shall be required to successfully
1699 complete the National Wildfire Coordinating Group (NWCG) arduous standard pack test on an annual basis,
1700 consistent with District policy and applicable standards.

1701 A. In the event a Member does not successfully complete required fitness or pack test standards, the
1702 Member shall participate in a remediation process established jointly by the District and the Association's
1703 Health and Wellness Committee. Retesting shall occur at reasonable intervals, no less than every fourteen (14)
1704 days, unless otherwise agreed upon by the joint Health and Wellness Committee and supported by medical
1705 documentation.

1706 B. Any determination regarding a Member's fitness for duty, work assignment, or duty status shall be
1707 made in accordance with District policy, applicable law, and this Agreement.

1708 C. Members may request a delay or waiver of testing based on documented medical or physical conditions.
1709 Such requests shall be reviewed by the District and determined consistent with medical guidance and
1710 operational needs.

1711 **ARTICLE 59 – DISPLAY OF IAFF LOGO**

1712 59.1 All employees who are current Association Members shall be permitted to display an IAFF or Association
1713 sticker no larger than two inches (2") on the rear of their helmet. Fire Service related stickers may be placed
1714 under the brim of their helmet in compliance with District policy.

1715 A. Members may wear a pin no larger than one inch (1") on their class A and B uniforms, subject to the
1716 District's uniform standards. Any pin worn shall comply with the specifications of the Uniform policy.

1717 59.2 District Apparatus that is regularly staffed by CLCFA Members shall be permitted to display a CLCFA
1718 sticker no larger than 6" on a window that does not interfere or obstruct the view of the driver, operator or it's
1719 occupants.

1720 **ARTICLE 60 – COLLABORATIVE POLICY DEVELOPMENT AND WORKING CONDITIONS**

1721 60.1 The District retains the right to establish, revise, and implement policies, procedures, rules, and standard
1722 operating guidelines necessary for the operation of the organization, subject to the provisions of this Agreement.

1723 60.2 Prior to implementing any new or revised policy that affects wages, hours, or working conditions of
1724 Members, the District shall provide the Association with no less than fourteen (14) days advance notice and,
1725 upon request, meet and confer regarding the impact of such changes prior to implementation.

1726 60.3 Policies that impact wages, hours, or working conditions shall be subject to negotiation in accordance with
1727 applicable law, including NRS 288, and the provisions of this Agreement.

1728 60.4 All policies shall be applied in a fair and consistent manner and shall not conflict with or supersede the
1729 terms of this Agreement.

1730 60.5 Alleged violations of this Article, including failure to provide notice or meet and confer, or the application
1731 of policies affecting wages, hours, or working conditions, shall be subject to the grievance procedure set forth
1732 in this Agreement.

1733 60.6 The District shall maintain current policies in a centralized and accessible location and shall provide
1734 Members with reasonable and timely access to such policies.

1735 **ARTICLE 61 – COMPENSATORY TIME (COMP TIME)**

1736 61.1 Purpose and Definition.

1737 Compensatory Time (“Comp Time”) is defined as the practice of the District compensating an employee with
1738 an earning of accrued time off in lieu of cash. Per FLSA, comp time is equivalent to overtime and shall be
1739 compensated at a rate of not less than one and one-half hours for each hour worked in excess of the applicable
1740 FLSA overtime threshold. All full-time represented employees covered by this Agreement shall be eligible to
1741 elect Comp Time in exchange for overtime compensation, subject to the provisions of this Article.

1742 61.2 Voluntary Election.

1743 The election to receive Comp Time in lieu of overtime pay shall be voluntary and made by the employee.
1744 The District shall not require an employee to accept Comp Time in place of monetary overtime compensation.
1745 Employees must elect either Comp Time or monetary overtime compensation for the entirety of an overtime
1746 assignment. Partial elections (split selections) are not permitted.

1747 The election must be communicated to the on-duty Battalion Chief prior to the end of the overtime assignment.

1748 61.3 Accrual.

1749 A. Comp Time may be accrued only for overtime hours actually worked. .Comp Time will only be accrued
1750 when the member voluntarily requests it from the duty officer before the end of a worked overtime shift. The
1751 election must be for the full overtime shift; no split selections will be allowed.

1752 1. Examples;

1753 a. Allowed: 24-hour overtime-comp or overtime chosen.

1754 b. Not Allowed: 24-hour overtime with 8 hours of Comp Time and 16 hours of overtime.
1755 c. Allowed: 4-hour holdover overtime-comp or overtime chosen.

1756 B. In compliance with the Fair Labor Standards Act (FLSA), overtime compensation shall be calculated
1757 at a rate of not less than one and one-half (1.5) hours for each one (1) hour worked in excess of the applicable
1758 FLSA overtime threshold (106 hours on the 14-day work period). Regularly paid FLSA compensation from
1759 106 to 120 hours within the work period is not affected by Comp Time accrual.

1760 C. Comp Time compensation is a combination of:

1761 1. Comp Time accrual at a 1:1 ratio (hours worked: hours accrued) for hours worked beyond the FLSA
1762 overtime threshold; and

1763 2. A half-rate cash payment (OT Premium) at 0.5 times the applicable hourly rate, paid at the time of
1764 accrual, to satisfy the remaining FLSA overtime requirement.

1765 D. Examples of eligible overtime assignments include, but are not limited to: scheduled overtime shifts,
1766 holdover assignments, and callback assignments.

1767 E. Article 23 of this Agreement shall be referenced and complied with for the calculation of applicable
1768 overtime thresholds.

1769 F. Comp Time accrual is dynamic and ongoing so long as the employee's balance remains below the
1770 maximum cap at the close of each pay period.

1771 G. Comp Time may be accrued up to a maximum bank as follows:

1772 1. For employees assigned to a 48/96-hour (56-hour) schedule: a maximum of three hundred thirty-six
1773 (336) hours.

1774 2. For employees assigned to a 40-hour workweek: a maximum of two hundred forty (240) hours.

1775 H. Once an employee reaches the maximum accrual cap, additional overtime shall be compensated in
1776 monetary form until the Comp Time balance falls below the applicable cap.

1777 61.4 Fiscal Year Buyout and Non-Carryover.

1778 A. Comp Time shall not carry over from one fiscal year to the next. Accrued Comp Time is intended to be
1779 scheduled and used within the fiscal year in which it was earned.

1780 B. All accrued but unused Comp Time remaining at the close of the fiscal year shall be automatically paid
1781 out to the employee. The buyout cutoff shall be 0800 on the third Sunday in June, and the payout shall occur
1782 in the second full pay period in June.

1783 C. Because the overtime premium (0.5 half-rate) was already paid at the time of accrual, Comp Time
1784 buyout shall be compensated at the employee's base hourly rate at the time of payout, in accordance with FLSA
1785 requirements.

1786 D. Following payout, each employee's Comp Time balance shall reset to zero for the new fiscal year.
1787 61.5 Usage.

1788 A. Comp Time shall be scheduled, requested, approved, and used in the same manner as Annual Leave
1789 under Article 21 of this Agreement, except as otherwise provided herein.

1790 B. Comp Time shall compete for the same leave slots as Annual Leave. It shall not create additional leave
1791 slots, shall not receive priority over Annual Leave, and shall not displace previously approved leave.

1792 C. Comp Time use shall be subject to the staffing requirements and operational needs of the District at all
1793 times.

1794 D. Requests to use Comp Time shall be submitted no fewer than six (6) days in advance and shall not be
1795 used for short-notice or emergency leave.

1796 E. No preference shall be given to Annual Leave over Comp Time, or Comp Time over Annual Leave,
1797 when competing for available leave slots. Members may also utilize accrued Comp Time in conjunction with
1798 Annual Leave selections during the annual leave bidding process as set forth in Article 21.6. Comp Time shall
1799 be treated the same as Annual Leave for scheduling purposes during the bid process.

1800 61.6 Administration and Tracking.

1801 A. All Comp Time accrual and balances, Comp Time half-rate cash compensation, and Comp Leave use
1802 shall be tracked in the District's approved staffing software and accounting/payroll systems.

1803 B. Comp Time balances shall appear on employee pay statements in the same manner as Annual Leave
1804 and Sick Leave.

1805 C. The District shall incur no negative financial impact or unreasonable administrative burden in order to
1806 facilitate Comp Time options for members.

1807 61.7 Separation from Service.

1808 Upon separation from service, all accrued Comp Time shall be paid out at the employee's base hourly rate in
1809 accordance with applicable law and Articles 21.9 and/or 21.10 of this Agreement.

1810 61.8 No Diminishment of Rights.

1811 Nothing in this Article shall be construed to diminish the right of any employee to elect monetary overtime
1812 compensation in lieu of Comp Time. This Article is intended solely to establish a voluntary alternative
1813 arrangement that benefits members while maintaining fiscal responsibility for the District.

1829 **Central Lyon County Firefighters Association**

President – Brad Bolton

Date

Vice President – Kyle Flores

Date

Secretary/Treasurer – Joe Lenzi

Date

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1852 **ATTACHMENTS**

1853 Attachment I: Wage adjustment for July 2026.

1854

As of July 2027 56 hour											
Grade	Position	Step 1	Hourly Step 1	Step 2	Hourly Step 2	Step 3	Hourly Step 3	Step 4	Hourly Step 4	Step 5	Hourly Step 5
MNS-3	Paramedic (non-suppression) EE	\$67,573	\$23.20	\$71,886	\$24.69	\$76,474	\$26.26	\$81,356	\$27.94		
MNS-380	Medic Fitness 0.5%	\$67,910	\$23.32	\$72,245	\$24.81	\$76,857	\$26.39	\$81,762	\$28.08		
MNS-390	Medic Fitness 1.0%	\$68,248	\$23.44	\$72,605	\$24.93	\$77,239	\$26.52	\$82,169	\$28.22		
MNS-3	Paramedic (non-suppression) ER	\$56,455	\$19.39	\$60,058	\$20.62	\$63,892	\$21.94	\$67,970	\$23.34		
MNS-380	Medic Fitness 0.5%	\$56,737	\$19.48	\$60,358	\$20.73	\$64,211	\$22.05	\$68,310	\$23.46		
MNS-390	Medic Fitness 1.0%	\$57,019	\$19.58	\$60,659	\$20.83	\$64,530	\$22.16	\$68,649	\$23.57		
FF-1	FF/EMT Basic	\$60,065	\$20.63	\$63,898	\$21.94	\$67,977	\$23.34	\$72,316	\$24.83		
FF-180	FF/EMT Basic Fitness 0.5%	\$60,365	\$20.73	\$64,218	\$22.05	\$68,317	\$23.46	\$72,678	\$24.96		
FF-190	FF/EMT Basic Fitness 1.0%	\$60,665	\$20.83	\$64,537	\$22.16	\$68,657	\$23.58	\$73,039	\$25.08		
FF-2	FF/EMT-I	\$67,573	\$23.20	\$71,886	\$24.69	\$76,474	\$26.26	\$81,356	\$27.94	Longevity	
FF-280	FF/EMT-I Fitness 0.5%	\$67,910	\$23.32	\$72,245	\$24.81	\$76,857	\$26.39	\$81,762	\$28.08		
FF-290	FF/EMT-I Fitness 1.0%	\$68,248	\$23.44	\$72,605	\$24.93	\$77,239	\$26.52	\$82,169	\$28.22		
FF-3	FF/Medic	\$75,081	\$25.78	\$79,873	\$27.43	\$84,971	\$29.18	\$90,395	\$31.04		
FF-380	FF/Medic Fitness 0.5%	\$75,456	\$25.91	\$80,272	\$27.57	\$85,396	\$29.33	\$90,847	\$31.20		
FF-390	FF/Medic Fitness 1.0%	\$75,831	\$26.04	\$80,672	\$27.70	\$85,821	\$29.47	\$91,299	\$31.35		
C-3	Capt/Medic	\$93,003	\$31.94	\$97,898	\$33.62	\$103,050	\$35.39	\$108,474	\$37.25		
C-380	Capt/Medic Fitness 0.5%	\$93,468	\$32.10	\$98,387	\$33.79	\$103,566	\$35.57	\$109,016	\$37.44		
C-390	Capt/Medic Fitness 1.0%	\$93,933	\$32.26	\$98,877	\$33.95	\$104,081	\$35.74	\$109,559	\$37.62		
										Step 5	Hourly Step 5
As of July 2027 40 hour											
Grade	Position	Step 1	Hourly Step 1	Step 2	Hourly Step 2	Step 3	Hourly Step 3	Step 4	Hourly Step 4	Step 5	Hourly Step 5
FM-1	Fleet Manager EE	\$79,007	\$37.98	\$83,165	\$39.98	\$87,542	\$42.09	\$92,150	\$44.30		
	Fleet Manager ER	\$66,008	\$31.73	\$69,482	\$33.40	\$73,139	\$35.16	\$76,988	\$37.01		
FAM-1	Fire Apparatus Mechanic 1 EE	\$61,231	\$29.44	\$65,139	\$31.32	\$69,297	\$33.32	\$73,720	\$35.44		
	Fire Apparatus Mechanic 1 ER	\$51,156	\$24.59	\$54,421	\$26.16	\$57,895	\$27.83	\$61,591	\$29.61		
										Step 5	Hourly Step 5
	Crew Lead EE	\$65,058	\$31.28	\$69,210	\$33.27	\$73,628	\$35.40	\$78,327	\$37.66		
RR Lead-180	Crew Lead Fitness 0.5%	\$65,383	\$31.43	\$69,556	\$33.44	\$73,996	\$35.57	\$78,719	\$37.85		
RR Lead-190	Crew Lead Fitness 1.0%	\$65,708	\$31.59	\$69,902	\$33.61	\$74,364	\$35.75	\$79,111	\$38.03		
	Crew Lead ER	\$54,353	\$26.13	\$57,823	\$27.80	\$61,514	\$29.57	\$65,440	\$31.46		
RR Lead-180	Crew Lead Fitness 0.5%	\$54,625	\$26.26	\$58,112	\$27.94	\$61,821	\$29.72	\$65,767	\$31.62		
RR Lead-190	Crew Lead Fitness 1.0%	\$54,897	\$26.39	\$58,401	\$28.08	\$62,129	\$29.87	\$66,094	\$31.78		
	Crew Member EE	\$61,231	\$29.44	\$65,139	\$31.32	\$69,297	\$33.32	\$73,720	\$35.44		
RR-180	Crew Member Fitness 0.5%	\$61,537	\$29.58	\$65,465	\$31.47	\$69,643	\$33.48	\$74,089	\$35.62		
RR-190	Crew Member Fitness 1.0%	\$61,843	\$29.73	\$65,790	\$31.63	\$69,990	\$33.65	\$74,457	\$35.80		
	Crew Member ER	\$51,156	\$24.59	\$54,421	\$26.16	\$57,895	\$27.83	\$61,591	\$29.61		
RR-180	Crew Member Fitness 0.5%	\$51,412	\$24.72	\$54,693	\$26.29	\$58,185	\$27.97	\$61,898	\$29.76		
RR-190	Crew Member Fitness 1.0%	\$51,668	\$24.84	\$54,966	\$26.43	\$58,474	\$28.11	\$62,206	\$29.91		
	Fire Inspector EE	\$68,884	\$33.12	\$73,281	\$35.23	\$77,959	\$37.48	\$82,935	\$39.87		
FPS-1-80	FSP-I Fitness 0.5%	\$69,229	\$33.28	\$73,648	\$35.41	\$78,349	\$37.67	\$83,350	\$40.07		
FPS-1-90	FSP-I Fitness 1.0%	\$69,573	\$33.45	\$74,014	\$35.58	\$78,738	\$37.86	\$83,764	\$40.27		
FPS-1	Fire Inspector - ER	\$57,551	\$27.67	\$61,224	\$29.43	\$65,132	\$31.31	\$69,289	\$33.31		
FPS1-80	FSP-I Fitness 0.5%	\$57,838	\$27.81	\$61,530	\$29.58	\$65,458	\$31.47	\$69,636	\$33.48		
FPS1-90	FSP-I Fitness 1.0%	\$58,126	\$27.95	\$61,836	\$29.73	\$65,783	\$31.63	\$69,982	\$33.65		
FPS-2 EE	Fire Inspector 2- EE	\$79,007	\$37.98	\$83,165	\$39.98	\$87,542	\$42.09	\$92,150	\$44.30		
FPS-2-80 EE	FSP-II Fitness 0.5%	\$79,402	\$38.17	\$83,581	\$40.18	\$87,980	\$42.30	\$92,611	\$44.52		
FPS-2-90 EE	FSP-II Fitness 1.0%	\$79,797	\$38.36	\$83,997	\$40.38	\$88,418	\$42.51	\$93,071	\$44.75		
FPS-2 ER	Fire Inspector II - ER	\$66,008	\$31.73	\$69,482	\$33.40	\$73,139	\$35.16	\$76,988	\$37.01		
FPS2-80 ER	FSP-II Fitness 0.5%	\$66,338	\$31.89	\$69,829	\$33.57	\$73,504	\$35.34	\$77,373	\$37.20		
FPS2-90 ER	FSP-II Fitness 1.0%	\$66,668	\$32.05	\$70,177	\$33.74	\$73,870	\$35.51	\$77,758	\$37.38		
C-4	40-Hour Capt/Medic	\$97,653	\$46.95	\$102,793	\$49.42	\$108,203	\$52.02	\$113,898	\$54.76		
C-480	Capt/Medic Fitness 0.5%	\$98,141	\$47.18	\$103,307	\$49.67	\$108,744	\$52.28	\$114,467	\$55.03		
C-490	Capt/Medic Fitness 1.0%	\$98,630	\$47.42	\$103,821	\$49.91	\$109,285	\$52.54	\$115,037	\$55.31		

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