

**AGREEMENT**

**BETWEEN**

**ELKO COUNTY  
FIRE PROTECTION DISTRICT**

**AND**

**ELKO COUNTY  
FIRE FIGHTERS ASSOCIATION,  
I.A.F.F. LOCAL 5046**

**NOVEMBER 14, 2016 – JUNE 30, 2018**

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## **ARTICLE 1 – PREAMBLE**

- Section 1: This Agreement is entered into by and between the Board of Elko County Commissioners as ex-officio Board of Fire Commissioners for the Elko County Fire Protection District, hereinafter referred to as the "District", and Elko County Fire Fighters Association, I.A.F.F. Local 5046, hereinafter referred to as the "Union". This Agreement sets forth the full and entire agreement between the parties.
- Section 2: It is the purpose of this Agreement to achieve and maintain harmonious relations between the parties, to provide for adjustment of disputes which may arise over the interpretation and application of this Agreement, and to establish wages, hours, and other conditions of employment set forth in NRS Chapter 288.
- Section 3: The Union and District will act in good faith and with a cooperative attitude to improve the quality and efficiency of fire protection for citizens of the Elko County Fire Protection District.

## **ARTICLE 2 – RECOGNITION AND APPLICATION**

- Section 1: The District hereby recognizes the Union as the exclusive bargaining agent for all non-supervisory, supervisory, and emergency support services employees and set forth in Section 2 who are engaged in fire suppression in the Elko County Fire Protection District. Excluded from the bargaining unit are Fire Prevention Chief, Fire Operations Chief, confidential employees, seasonal employees, part time employees and volunteers.
- Section 2: Persons in the following classifications are included within the bargaining unit:
- (a) Fire Captain
  - (b) Training Captain
  - (c) Firefighter II
  - (d) Firefighter I
- Section 3: The District shall notify the Union President in writing of all changes to the job classifications covered by this Agreement.

## **ARTICLE 3 – DURATION OF AGREEMENT**

- Section 1: This Agreement shall become effective the first day of the first full pay period following ratification and approval and shall continue until June 30, 2018.
- Section 2: This Agreement may be reopened by the District to address a "fiscal emergency" pursuant to the requirements of NRS 288.150(4).
- Section 3: Article 11 (Salaries) and whether there will be a merit increase in FY 2018, Article 14 ( Employee Staffing), Article 30 (Medical Plan) and one (1) Article of each party's choice may be reopened for FY 2018 pursuant to the requirements of NRS 288.180(1).

## **ARTICLE 4 – MANAGEMENT RIGHTS**

Section 1: It is understood and agreed between the parties that nothing contained in this Agreement shall be construed or interpreted to infringe upon any management rights of the District as set forth in Nevada Revised Statutes (“NRS”) Chapter 288 as amended including but not limited to NRS 288.150(3) and interpretive decisions by the State of Nevada Employee Management Relations Board or Nevada courts.

## **ARTICLE 5 – RIGHTS OF UNION**

Section 1: The Fire Administrator, and/or designee, may meet as needed and/or requested by either party with representatives of the Union for the purpose of engaging in Labor Management meetings and processing grievances. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. Any such meetings shall be subject to the operational requirements of the District as determined by the Fire Administrator. Any Union time for such meeting shall either be reimbursed by the Union or taken as shift trades, compensatory time, vacation or unpaid leave by the employee.

## **ARTICLE 6 – STRIKES AND LOCKOUTS**

Section 1: During the life of this Agreement, no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the District.

Section 2: In the event any employees covered by this Agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under NRS Chapter 288.

## **ARTICLE 7 – NON-DISCRIMINATION**

Section 1: The parties agree not to discriminate against any employee because of race, color, religion, sex, age, physical or visual handicap, national origin, or sexual orientation. The District and the Union agree that membership, non-membership, or lawful activities on behalf of the Union shall not be used as the reason or cause for transfer, denial of any promotion, or denial of other terms and conditions of employment. Nothing contained herein is intended to abrogate the District's right to manage and to consider the operational needs of the department as set out in Article 4, Management Rights. Nothing contained herein is intended to abrogate the Union's right to hold meetings and engage in lawful functions.

Section 2: Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also in the feminine and neuter gender in all situations where they would so apply.

Section 3: Any complaint alleging a violation of this Article shall be submitted to the appropriate administrative agency(ies) having responsibility for enforcing State and Federal laws governing non-discrimination in employment and shall not be subject to Article 42, Grievance Procedure.

## **ARTICLE 8 – AMENDMENTS**

Section 1: It is agreed that no provision of this Agreement may be amended without the mutual written agreement of the parties.

## **ARTICLE 9 – GENERAL SAVINGS CLAUSE**

Section 1: This Agreement is the entire agreement of the parties. Should any provision of this Agreement be found to be in contravention of any Federal or State Law or County Ordinance by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.

## **ARTICLE 10 – RULES, REGULATIONS, AND PROCEDURES MANUAL**

Section 1: The District has the right to adopt rules, regulations, manuals, and procedures and issue directives.

Section 2: Where possible, the District will provide the Union copies of proposed rules, regulations, manuals, and procedures at least fifteen (15) calendar days prior to adoption to allow for comments and attempt to address possible concerns of the Union.

Section 3: The District shall provide copies of the rules, regulations, and manuals to each fire station, the District Office, and two (2) copies to the Union. Electronic transmission or posting on the District or Elko County website is acceptable in lieu of providing copies to the Union.

Section 4: Any conflict between District rules, regulations, manuals, and procedures and issue directives and this Agreement are controlled by the terms of this Agreement. Any changes in District rules and regulations covering mandatory subjects of bargaining listed in NRS 288.150(2) will be negotiated by the District prior to implementation.

## **ARTICLE 11 – SALARIES**

Section 1: These pay rates shall be effective the first full day of the first pay period following ratification and approval, and are reflected in the salary schedule attached hereto as Appendix A and by reference incorporated herein. All posted documents shall be limited to hourly rates of compensation for all positions.

Section 2: There shall be no salary increase for FY 2017. Upon reaching the anniversary date in the present classification on and after July 1, 2017, an employee shall be eligible to receive advancement to the next merit step, providing a satisfactory or above performance appraisal is achieved as determined by the District and approved by the Fire Administrator or designee. There shall be no merit step increases in FY 2017.

- Section 3: Conversion of 53-Hour to 40-Hour Workweek:
- (a) In computing the salary increases for employees working either a 53-hour workweek schedule or a 40-hour workweek schedule, the salary increases are to be applied to the hourly rates for the 53-hour workweek schedule and then converted to the equivalent 40-hour workweek hourly rate by using a factor of 1.325.
  - (b) The approximate annual salary for employees working a 53-hour workweek is based upon 2,756 hours per year. The actual cost to the District is based upon 2,920 hours per year (365 days per year times 24 hours divided by 3 shifts equals 2,920 hours).
  - (c) The approximate annual salary for employees working a 40-hour workweek is based upon 2,080 hours per year.
  - (d) All hourly rates are to be rounded to the nearest penny using normal round-off rules.
- Section 4: The salaries pursuant to this Agreement are subject to change during the term of this Agreement due to increases or decreases in the retirement contribution for Nevada's Public Employee Retirement System ("PERS") in accordance with NRS 286.421. Payment of the employee's portion of the contribution increase shall be made in accordance with Nevada law.

#### **ARTICLE 12 – VACANCIES AND PROMOTIONS**

- Section 1: When a new position is created or an existing position becomes vacant the District shall have the right to decide if any vacancy shall be filled or promotion made in accordance with Article 4, Management Rights.
- Section 2: If the District decides to fill a vacancy, the following procedures shall apply:
- (a) The Union will be provided a copy of all job announcements.
    - (i) The job vacancy announcement shall be posted on the Elko County Website for a minimum period of five (5) calendar days, except when vacancies are to be filled on a temporary or emergency basis.
- Section 3: Any employee who is currently employed at the Firefighter I classification that has completed Firefighter II certification may apply for promotion to available Firefighter II classifications which is subject to approval of the Fire Administrator or designee.
- Section 4: Forty (40) hour employees covered by this Agreement who wish to fill a Fifty-Three (53) hour vacancy may apply for transfer and shall be given the opportunity to fill that vacancy, based on District seniority, before any new employees may be hired for that position and subject to approval of the Fire Administrator or designee.
- Section 5: Any employee who is promoted to a higher classification with the same hours shall not have a reduction in base pay due to the promotion.

#### **ARTICLE 13 – OUTSIDE EMPLOYMENT**

- Section 1: Employees covered by this Agreement may obtain outside employment, other than firefighting work, subject to the following qualifications:

- (a) No employee shall accept outside employment without prior written approval by the Fire Administrator and the County Manager or their designees.
- (b) No employee shall accept employment which is in conflict with his/her position as a member of the Fire Service. If outside employment is in conflict as determined by the Fire Administrator or County Manager or their designees, the employee will immediately terminate such outside employment.
- (c) No employee shall work such hours per week or engage in such physical employment as will hinder the performance of his/her duties in the department.
- (d) An employee shall notify the District as to any injuries received in said "outside employment."
- (e) For the purposes of this article, "outside employment" does not include self-employment that does not interfere with District employment as determined by the Fire Administrator or designee.
- (f) The conditions above set forth shall be the criteria concerning the right to outside employment.

#### **ARTICLE 14 – EMPLOYEE SAFETY STAFFING**

Section 1: For the District's Stations staffed 24 hours with bargaining unit employees, the Fire Administrator or designee will use his/her best efforts through assignment, overtime and/or recall to staff its "in service" Type I, III and VI Engines with a minimum of two (2) bargaining unit employees prior to any emergency response. Such staffing may be maintained with any bargaining unit employees and/or if necessary due to lack of bargaining unit employees or the lack of funding as determined by the Fire Administrator or designee any District part time and/or volunteer and/or other District paid personnel. After exhausting all reasonable means of assignment, overtime and/or recall or during an emergency situation the District reserves the right to staff all District Engines listed herein by any means necessary for the public safety needs of the community. The District reserves the right to designate when an Engine listed herein is "in service" or "out of service". This article is not a guarantee of overtime for bargaining unit employees. This article addresses safety of the employee and does not waive or diminish any of the District's management rights under Article 4 - Management Rights or NRS Chapter 288.

#### **ARTICLE 15 – WORK HOURS**

Section 1: 53-Hour Personnel:

- (a) In accordance with the Agreement executed between the parties, the regular work day and work period for line employees shall consist of three (3) shifts "A", "B", and "C", with each shift alternating on a schedule of two (2) 24-hour (twenty-four) work days on duty, from 7:00am to 7:00am, followed by four (4) consecutive 24-hour (twenty-four) days off duty. On an annual average, a fifty-three (53) hour week, regardless of the actual number of hours worked or on paid leave during any bi-weekly pay period.
- (b) Upon mutual agreement between the Fire Administrator and the Union, nothing herein shall prevent the establishment of a trial period for alternative schedules that the parties may adopt.



- (c) Fair Labor Standards Act ("FLSA") overtime shall be computed on a fourteen (14) day cycle/work period (106 hours) and shall be paid on the paycheck pay period after that the FLSA work period ends. Employees may elect to accrue FLSA pay for compensatory time, at the rate of one and one-half (1.5) hours of compensatory time for every one (1) hour of owed FLSA pay. Since regular time for hours worked in excess of the FLSA threshold is already paid in base pay, FLSA pay is paid at half time for each hour owed. Therefore, for every two (2) hours of owed FLSA pay, employees may accrue one (1) hour of compensatory time.
- (d) During the normal work day schedule for line employees, the employee will be allotted one (1) hour for lunch and two (2) fifteen (15) minute breaks, during this time employees shall respond to all incidents. Outside of the normal work day hours, the Union and the District agree to make reasonable accommodations for training and other special needs while recognizing the necessity of rest periods.

Section 2: 40-Hour Personnel:

- (a) The normal work period of forty (40) hour employees shall be forty (40) hours per week consisting of five (5) consecutive eight (8) hour days and/or four (4) consecutive ten (10) hour days. The employee will be allotted one (1) hour unpaid meal period and two (2) paid fifteen (15) minute breaks. The week will begin 08:00am Monday and end 07:59am the following Monday. An eight (8) hour and/or ten (10) hour employee may be subject to working shift work as necessary, at the discretion of the Fire Administrator.

Section 3: Use of Leave:

- (a) For the purpose of calculating standard hours worked, sick leave used shall be computed toward hours worked.

**ARTICLE 16 – OVERTIME**

Section 1: Overtime provisions applicable to all employees covered by this agreement:

- (a) Overtime shall be deemed as any time worked in excess of the normal work period which is in excess of 106 hours in 14 day work period for 53 hour employees and which is in excess of 40 hours in 7 day work period for 40 hour employees .
- (b) Employees shall be compensated for overtime worked at one and one-half (1.5) times their base rate of pay for each hour, or major fraction thereof, worked.
- (c) All non-emergency overtime must have the advance written authorization of the Operations Chief or designated representative.
- (d) Overtime will be earned in increments of one-quarter (1/4) hour.
- (e) Overtime will be added to the payroll for the period during which the overtime is performed. It is understood that nothing in this Article shall require payment for overtime hours not worked.

- (f) Any employee who accepts a request by his/her supervisor to work during hours outside his/her regularly scheduled straight time hours on the day in question, which hours will not abut his/her regularly scheduled shift hours on that day, will receive a minimum of two (2) hours pay at the applicable hourly rate.
- (g) Any employee who reports for work on his/her scheduled day or for previously scheduled recall shall receive a minimum of two (2) hours pay for each such incident, at the applicable rate, where the District cannot provide work for the employee.
- (h) Non-emergency overtime will be first offered to bargaining unit employees prior to being offered to non-bargaining unit personnel except where the operational and/or fiscal requirements of the District dictate otherwise as determined by the Fire Administrator or designee.
- (i) The employee may select cash payment or compensatory time for the overtime worked.
- (j) The maximum amount of compensatory time that may be accumulated is one-hundred and twenty (120) hours. All overtime hours in excess of this amount shall be paid for in cash.
- (k) Upon termination of employment, an employee shall be compensated at his/her regular rate for all accumulated and unused compensatory time hours.
- (l) Employees or the District may cash out compensatory time by noting hours to be cashed out on an employee's time sheet after the compensatory time has been earned unless the employee has been approved to use earned compensatory time through the current leave procedure.

Section 2: 40-Hour Personnel:

- (a) Overtime shall be defined as any time worked in excess of 40 hours per 7 day work period. Such compensation shall be in the form of either cash payment or compensatory time, which the decision shall be made by the employee at the time the overtime is worked.
- (b) The maximum amount of compensatory time that may be accumulated is one hundred and twenty (120) hours. All overtime hours in excess of this amount shall be paid for in cash.
- (c) Upon termination of employment, an employee shall be compensated at his/her regular rate for all accumulated and unused compensatory time hours.
- (d) Employees or the District may cash out compensatory time by noting hours to be cashed out on an employee's time sheet after the compensatory time has been earned unless the employee has been approved to use earned compensatory time through the current leave procedure.

Section 3: Overtime and callback as a result of all emergency incidents, including mutual aid, which occurs in Elko County, members shall be paid from the moment of notification until return to the station from which dispatched and includes rest periods, standby periods, meal breaks, etc. occurring during the period of overtime or callback described herein. When an off district assignment becomes available, employees agree to be paid in accordance to the federal contract established by the fire district, with the understanding members are paid sixteen (16) hours overtime with eight (8) hours of standby unless the hiring authority agrees to pay for all personnel time on the incident in which case members will be compensated portal to portal pay.

#### **ARTICLE 17 – CALLBACK COMPENSATION**

Section 1: Callback compensation shall be determined for this Agreement (as per NRS 286.025 and the PERS Revised Official Policies; 286.025) as "callback pay is defined as compensation earned for returning to duty after a member (employee) has completed his/her regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice."

Section 2: Employees shall be compensated for callback worked at one and a half (1-1/2) times their regular rate of pay for each hour, or major fraction thereof, worked. Such compensation shall be in accordance with Article 16, Overtime.

Section 3: Any employee who is recalled to duty shall be compensated at the overtime rate established above for the actual time so spent on duty with a guaranteed minimum of two (2) hours regardless of having worked less than two (2) hours, except as provided herein. Callback benefits (including PERS) shall continue until there is a break in service or employee's regular shift begins.

Section 4: An employee that is called back to duty per the definition in Section 1 above shall have his/her time contribute to his/her PERS compensation pursuant to NRS 286.025 and PERS Revised Official Policies as amended.

#### **ARTICLE 18 – STANDBY COMPENSATION**

Section 1: Employees may be assigned to work standby time. Standby time shall be defined as per NRS 286.025 and the PERS Revised Official Policies; 286.025 as "Standby Pay (is) compensation earned for holding oneself ready for duty while off duty", and as such is compensable to the PERS Compensation shall be in compliance with the provisions of the FLSA as clarified in WH publication 1459 dated May 1985.

Section 2: An employee on standby shall be available for call to duty, specifically scheduled and directed by the Fire Administrator or designee. The scheduling of standby shall be fair and equitable. While on standby, the employee shall be considered "waiting to be engaged" and as such is required to be available for call to duty within thirty (30) minutes from the time any call is received. Employees shall be considered available for call to duty by making contact with the requesting officer. An employee called back to duty shall be at the scene of the incident within a reasonable period of time.

Section 3: Employees on standby shall be entitled to compensation at the rate of \$2.50 per hour. Standby time under these criteria shall not be considered as hours worked for the purpose of computing overtime.

Section 4: Standby pay shall cease during the time an employee is called back to duty.

#### ARTICLE 19 – SHIFT DIFFERENTIAL

Section 1: Employees scheduled to work a shift of at least 8 hours between the hours of 7:00pm and 7:00am will be eligible for a \$1.75/hour pay adjustment for hours worked within that time period.

#### ARTICLE 20 – WORKING OUT OF CLASSIFICATION

Section 1: Those employees who are assigned by the Fire Administrator or designee to fill a higher classification due to the absence or incapacitation of the incumbent of the higher classified position shall be entitled to an increase of six percent (6%) in base hourly rate for the hours assigned acting in such a higher classification.

#### ARTICLE 21 – CAREER INCENTIVE

Section 1: All employees covered here under who have completed a total of eight (8) years or more of full-time service with the District shall earn annual longevity pay as provided in Section 2 up to a maximum of \$1,550 at twenty-five (25) years or more of service if the employee's performance is standard or better as determined by the District and approved by the Fire Administrator. An employee's eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected in equal semiannual installments payable on June 20 and December 20 immediately following a determination of eligibility.

Section 2:

Years of Completed Service	Semi-Annual Amount	Total Amount
8	\$ 175	\$ 350
9	200	400
10	225	450
11	275	550
12	300	600
13	325	650
14	350	700
15	375	750
16	450	900
17	475	950
18	500	1000
19	525	1050
20	550	1100
21	675	1350
22	700	1400
23	725	1450
24	750	1500
25	775	1550

## ARTICLE 22 – HOLIDAY COMPENSATION

- Section 1: Employees on a twenty-four hour shift schedule will receive two (2) lump sum allowances of forty-four (44) hours of straight time wages on the first pay periods in December and June in lieu of working holidays. Each payment will be considered compensation for the holidays during the previous 6 month period. New employees will be compensated for a pro-rata share of hours based on their hire date (i.e. an employee who is hired on March 15 with 108 days left in the semi-annual period will have his/her holiday pay calculated as follows:  $108 \text{ days} \div 182.5 \text{ days} = 59.18\%$ ;  $59.18\% \text{ of } 44 \text{ hours} = 26.04 \text{ hours}$ ). Should additional holidays be declared by the President of the United States, Governor of Nevada, or the Fire Board of Commissioners, the disbursement will increase by eight hours for each additional holiday declared. Employees who leave the District's employment prior to the start of the first pay period in December and July will not be eligible for the previous six months holiday pay.
- Section 2: Employees assigned to work a 40 hour week schedule, which are scheduled to work a recognized holiday, shall receive holiday pay at a rate of 2.5 times hours worked on the holiday.
- (a) If the employee is scheduled to work the holiday and the Fire Administrator or designee determines that the employee is not required to work the designated holiday, the employee shall receive the day's normal rate of pay for the regular scheduled hours (Code 'I' on County time sheet) with no loss of leave on the employee's behalf.
  - (b) If the employee is scheduled to work the holiday and the Fire Administrator or designee determines that the employee is required to work the designated holiday, the employee shall receive (holiday pay) at a rate of 2.5 time hours worked, for the actual hours worked by the employee.
  - (c) If a recognized holiday falls on a weekend or a Regular Day Off ("RDO") of an employee and, the County observes the holiday on a normal work day of the employee, the employee shall have that day off and section (A) shall apply. If the Fire Administrator or designee determines the employee must work then section (b) shall apply. For example, the employee works Monday-Friday, and recognized holiday falls on Saturday, this District observes the holiday on Friday, then section (a) or (b) shall apply based on Administrator or designee discretion.
  - (d) If an employee is scheduled to work a 40 hour week shift and the a holiday falls on a RDO, and the recognized holiday falls on the employees RDO, the employee shall receive additional regular hour pay for actual time worked on the recognized holiday. For example an employee's regular shift is Sunday-Thursdays and a recognized holiday falls on a Saturday. The County recognizes the holiday on Friday that is the employees normal RDO, then the employee shall receive additional regular pay for the recognized holiday (holiday pay shall be awarded for Friday under Code "I" on employee time sheet).

Section 3: For purposes of this Article, the following holidays are recognized:

- (a) New Year's Day
- (b) Martin Luther King, Jr. Birthday
- (c) President's Day
- (d) Memorial Day
- (e) Independence Day
- (f) County's Fair Day (1/2 day, Friday before Labor Day)
- (g) Labor Day
- (h) Nevada Day
- (i) Veteran's Day
- (j) Thanksgiving Day
- (k) Family Day
- (l) Christmas Day

Section 4: In addition to holiday compensation in Sections 1 and 2 of this Article all forty (40) hour employees will receive one (1) eight (8) hour floating holiday and all twenty-four (24) hour employees will receive (1) twenty-four (24) hour floating holiday. The floating holiday will be forfeited if not taken within the fiscal year in which earned.

#### **ARTICLE 23 – VACATION**

Section 1: General:

- (a) All vacation taken requires the advanced written approval of the employee's direct Supervisor or his/her designee.
- (b) An employee shall be paid at their regular hourly rate for each hour of vacation taken. Vacation shall be charged on the basis of one (1) hour for each full hour of vacation taken. Vacation taken during a bi-weekly period shall be charged before vacation earned during that pay period is credited.
- (c) Not more than the number of vacation hours allowed for twenty-four (24) months in the service of the District may be taken within one calendar year, unless on approved FMLA leave.
- (d) Upon termination of employment, employees who have completed at least six (6) months of continuous service will be paid for accrued vacation at their base hourly rate.

Section 2: The maximum number of 53-hour line employees shall be allowed to be on vacation on any given day will be determined by the District on a case-by-case basis based on the operational requirements of the District as determined by the Fire Administrator or designee. Preference will be given to the individual seeking to use vacation time by order in which the request was submitted.

Section 3: All Personnel:

- (a) On the first day of the pay period following the completion of six (6) months of continuous service with the District, the employee shall have the right to use any accrued vacation time.

(b) Vacation Accrual Rate:

<u>Continuous Service</u>	<u>40 Hour Personnel Bi-weekly Earning Rate</u>	<u>53 Hour Employee Bi-weekly Earning Rate</u>
0-4 Years	3.08 Hours (80 Hours)	5.53 Hours (144 Hours)
5-9 Years	4.62 Hours (120 Hours)	5.53 Hours (144 Hours)
10+ Years	6.15 Hours (160 Hours)	6.46 Hours (168 Hours)

- (c) Vacation may be accumulated from year to year not to exceed 240 hours as of the last full pay period encompassing December 31. Amounts in excess of 240 hours as of the end of the payroll period encompassing December 31 shall be forfeited on the following pay period.

### **ARTICLE 24 – SICK LEAVE**

Section 1: An employee is entitled to use accrued sick leave only:

- (a) When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy, or childbirth;
- (b) When quarantined;
- (c) When receiving required medical or dental service or examination;
- (d) For adoption of a child if the Welfare Division of the Department of Human Services or any other appropriate public agency requires the employee to remain at home with the child;
- (e) Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose, 'immediate family' means the employee's spouse, parents (including step), children (including step), and, if living in the employee's household, includes corresponding relations by affinity to the above, foster children, foster parents, brothers or sisters;
- (f) Upon the death of the employee's spouse, child (including adopted child, stepchild, or foster child), parents, brother, sister, grandchildren, grandparents, or corresponding relation by affinity, for this purpose, sick leave shall not exceed 40 continuous working hours per death for a 40-hour employee and 48 continuous working hours per death for a 53-hour employee. Additional time using sick leave, vacation, and/or compensatory leave may be granted upon approval of the Fire Administrator or designee.

Section 2: Each forty (40) employee shall accrue sick leave benefits at a rate of 4.62 hours per bi-weekly pay period (120 hours annually), and twenty-four (24) hour employees shall accrue sick leave benefits at a rate of 6.5 hours per bi-weekly pay period (169 hours annually) which is cumulative from year to year.

Section 3: An employee requiring sick leave must, if required, provide the Fire Administrator with evidence of such need. For absences in excess of three (3) days, or in cases where there is reasonable suspicion of abuse, the Fire administrator may require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate.

- Section 4: If any employee does not have adequate accrued sick leave time, the Fire Administrator or his/her designee may grant the use of accrued vacation time, compensatory leave in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.
- Section 5: Sick leave shall be charged on an hourly basis for each full hour of sick leave taken. Sick leave taken during a bi-weekly pay period shall be charged before sick leave earned that pay period is credited.
- Section 6: An employee may accrue up to 1,200 hours of sick leave. Sick leave in excess of 1,200 hours at the end of the pay period encompassing December 31 will be forfeited.
- Section 7: As long as an employee is in a paid status, he/she shall earn sick and vacation leave during the time he/she is on such leave. If the employee is on leave without pay, he/she shall not earn sick or vacation leave during the time he/she is on such leave.
- Section 8: Upon separation from District service for any reason, an employee shall be entitled to payment for his/her unused sick leave in excess of 30 days of accrued leave (240 hours for 40 hour employees and 720 hours for 24 hour employees), according to his/her number of years of District service, as follows:
1. For 10 years of service or more, but less than 15 years, not more than \$3,000.00;
  2. For 15 years of service or more, but less than 20 years, not more than \$4,000.00;
  3. For 20 years of service or more, not more than \$5,000.00.

#### **ARTICLE 25 – COURT/JURY LEAVE**

- Section 1: Any employee who is required by law to appear and/or serve as a witness or juror for the Federal Government, the State of Nevada, or a political subdivision thereof, shall be granted administrative leave and shall remain in full-pay status during such leave.
- Section 2: The employee shall claim any fees to which he/she may be entitled by reason of appearance and pay the same over to the Fire District for those days they were scheduled to be on duty, except that the employee shall retain any and all mileage allowance.
- Section 3: The District shall not, as a consequence of the employee's service as a juror or prospective juror:
- (a) Require the employee to work:
    - (i) Within 8 hours before the time at which the person is to appear for jury duty; or
    - (ii) If the employee's service has lasted for 4 hours or more on the day of his or her appearance for jury duty, including the employee's time going to and returning from the place where the court is held, between 5 p.m. on the day of his or her appearance for jury duty and 3 a.m. the following day.



Section 4: Employees will not serve as expert witnesses unless authorized, in writing, in advance by the Fire Administrator or designee.

### **ARTICLE 26 – MILITARY LEAVE**

Section 1: Military leave is an administrative leave type as recognized by both Federal and State statutes. Approval for military leave shall be granted upon receipt by the District of a validated copy of orders to report for military duty. Any employee of the District who is required to report for military duty with one of the military services of the United States or the State of Nevada shall be relieved of his/her District duties, upon his/her request, to meet his/her military service obligations without loss in regular compensation for a period not to exceed fifteen (15) working days in any one (1) calendar year. Employees on military leave, for these fifteen (15) working days shall remain in full-pay status.

### **ARTICLE 27 – LEAVE OF ABSENCE**

Section 1: A leave of absence without pay may be granted to any permanent employee provided the employee desires to return to the District and who, at the time the leave is requested, has a satisfactory service record.

Section 2: Leaves of absence for thirty (30) calendar days or less in any calendar year may be granted upon the approval of the Fire Administrator or designee. Leaves for a longer period may be granted upon the recommendation of the Fire Administrator and the approval of the Board of Fire Commissioners.

Section 3: A leave of absence may be granted to an employee who desires to attend school or college or to enter training to improve the quality of his/her service, who is temporarily incapacitated by illness, injury, pregnancy or childbirth, who is loaned to another governmental agency for the performance of a specific assignment, or for some other equally satisfactory reason. A leave of absence shall not be granted to an employee who is leaving the District service to accept other employment, except as provided in this Section.

Section 4: The period of time an employee is on leave without pay for thirty (30) calendar days or less in any twelve (12) consecutive month period shall not cause any adjustment to the employee's anniversary date for determining eligibility for longevity pay, vacation, sick leave and any other benefit that is based upon years of service with the District. If an employee is on leave without pay in excess of thirty (30) calendar days in any twelve (12) consecutive month period, the employee's anniversary date for earning benefits shall be adjusted by the amount of days in excess of thirty (30) calendar days.

Section 5: The Fire Administrator or designee may place an employee on administrative leave with or without pay during an investigation of a complaint or incident relating to his/her employment with the District.

Section 6: When an employee returns from an out of district assignment on his/her regularly scheduled workday, upon request, an employee will be considered for release of the remainder of the shift on administrative leave with pay. If returning to duty would require the employee to work beyond fourteen (14) consecutive days without a minimum of two days' rest, the employee shall be relieved of duty for their shift without loss of pay or accrued leave.

Section 7: An unauthorized absence shall be treated as leave without pay and shall be cause for disciplinary action. An unauthorized absence of three consecutive work days for 40-hour employees and two consecutive work days for 53-hour employees may be considered an automatic resignation from District employment as determined by the Fire Administrator. If determined to be an automatic resignation, an employee may only file a grievance up to and including Step 2 of the Grievance Procedure in regards to the issue of whether or not the absence was unauthorized.

## **ARTICLE 28 – DISTRIBUTION OF COMPENSATION DUE TO A DECEASED EMPLOYEE**

Section 1: If an employee dies while owed compensation by the District, the parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours and payment for any reimbursable expenses, sick leave payoff and any prorated career incentive due the employee, shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

## **ARTICLE 29 – SHIFT TRADES**

Section 1: Within this Agreement, shift trades shall be considered to be 'trade time' as reflected in the FLSA. Employees may exchange or trade work hours or shifts provided it does not interfere with the operation of the District, subject to prior written approval of the employee's immediate supervisor or designee on a form provided by the District. Any employee(s) who agree(s) to such trading shall hold the employer harmless for the failure of the other employee(s) to pay back traded time.

Section 2: An employee may not trade more than three (3) consecutive twenty-four (24) hour shifts within thirty (30) consecutive days without prior written approval of the Fire Administrator or designee.

## **ARTICLE 30 – MEDICAL PLAN**

Section 1: The District agrees to provide a group medical plan, including health, dental and vision coverage, to full-time employees that are covered under this Agreement and have met the eligibility requirements under the County Medical Plan.

Section 2: Except as recommended by the Elko County Premium Stabilization Committee and approved by the Union and the Elko County Board of Commissioners, the District shall pay 100% premium cost for employee's<sup>1</sup> and employees are solely liable for any premium for his/her dependents. Any portion of premium paid by the employee shall be payroll deducted.

Section 3: No changes or premium increases shall be made to the group medical plan without a Premium Stabilization Committee meeting. The Union shall have adequate representation at any of these meetings.

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<sup>1</sup> The District is currently paying approximately 95% of the employee only premium and the employee is paying approximately 4.5-5% depending on participation in the Elko County Wellness Program.

- Section 4: If an employee retires from the District and has ten (10) or more years of service with the county, he/she may elect to participate in the County's Medical Plan.
- Section 5: The District agrees to provide twenty thousand dollars (\$20,000) of life insurance to full-time employees.

**ARTICLE 31 – RETIREMENT**

- Section 1: For the purpose of Service Retirement, for this Agreement, the definition of retirement and the time periods for vesting shall comply with NRS 286.025 and PERS regulation 286.025.
- Section 2: The District shall continue to pay 100 percent (100%) of the cost of the retirement contribution for the State of Nevada Public Employee's Retirement System, in accordance with NRS Chapter 286. Payment of the employee's portion of any contribution increase shall be made in lieu of equivalent basic salary increase or cost of living increase, or both or counter balanced by equivalent reductions in an employee's salary in accordance with the requirements of NRS Chapter 286.

**ARTICLE 32 – DEFERRED COMPENSATION**

- Section 1: Employees are eligible to participate in the deferred compensation program that the employer has implemented and in which the employee participates.

**ARTICLE 33 – JOB CONNECTED INJURIES**

- Section 1: In the event an employee is absent due to an employment-connected temporary disability, he/she may receive compensation as determined by the County of Elko's worker's compensation insurance carrier plus an amount from the County which would cause the total amount received by the employee to equal their salary at the time of his/her disability. Such payments from the County shall not extend beyond an employee's accumulated sick leave and annual leave. In the event compensation is not immediately established by the worker's compensation insurance carrier and the employee draws full sick leave pay from the County and subsequently receives worker's compensation, he/she shall repay the County the amount of such compensation pay received to cover the period which was covered by County sick leave.
- Section 2: For each scheduled shift the employee does not work while on approved worker's compensation leave as a result of a temporary disability, sick or annual leave or compensatory time accumulated shall be charged at 33 1/3%. Therefore, as an example, when an employee on worker's compensation takes 24 hours off, eight (8) hours sick leave shall be charged.
- Section 3: For purposes of this Article, accrued sick leave shall be exhausted prior to accrued annual and compensatory time leave being used.

Section 4: After six (6) months during which an employee is unable to work because of an employment-connected temporary disability, the employee may elect not to continue the provisions set forth in Sections 1 and 2 above, and to be provided only with payments for employment-connected temporary disability as determined by the County of Elko's worker's compensation carrier. Upon the employee's election to receive only worker's compensation payments, sick and annual leave shall cease to be deducted from the employee's leave accrual and the employee will remain eligible for longevity pay.

Section 5: The provisions of this Article apply only to employment-connected temporary disabilities which do not permit the employee to work. In that regard, should the County of Elko's Worker's Compensation carrier determine that an employment-connected disability is or becomes permanent, the provisions of the Article shall cease to apply as of the date of the permanent disability.

#### **ARTICLE 34 – SAFETY TRAINING**

Section 1: The District agrees to provide training for all employees on the safety aspects of fire suppression, rescue, hazardous materials, and any other duties pertaining to emergency scenes and on the use and maintenance of protective equipment, protective clothing, respiratory apparatus, and any other protective devices that are required or selected for use by the District at no cost to the employee. All training shall meet or exceed any standards determined and adopted by the District.

#### **ARTICLE 35 – SAFETY EQUIPMENT**

Section 1: Protective clothing and personal safety equipment required by the District for employees in the performance of their duties shall meet or exceed any standards determined and adopted by the District (currently NFPA 1975 and 1977 and NWCG) and shall be furnished by the District, without cost to the employee pursuant to the following:

- (a) Protective clothing shall be defined to include, but not limited to, the following protective garments as well as any other items of protective clothing and personal safety equipment which may subsequently be required by the District, by State or Federal law, and/or other items mutually agreed to by the parties:
  - (i) Three (3) dual compliant pants that meet current standards as determined by the District and one (1) Nomex shirt.
  - (ii) Two (2) sets of structural fire protective coat and pants with liner and vapor barrier
  - (iii) Structural and wildland fire helmets
  - (iv) Leather structure boots
  - (v) Individual SCBA Mask
  - (vi) Neck shroud
  - (vii) Gloves: structure, extrication and wildland
  - (viii) Suspenders, as appropriate
  - (ix) Fire protective hood/balaclava
  - (x) Intrinsically-safe personal flashlight
  - (xi) Wildland fire pack and current fire shelter

- (xii) PPE gear bag
- (xiii) Safety glasses

Section 2: The District will promptly repair and/or replace such protective clothing damaged or destroyed or rendered unserviceable as a result of wear and tear in the line of duty as determined by the Fire Administrator or designee.

Section 3: All equipment must meet manufacturers in-service dates when applicable.

### **ARTICLE 36 – REPAIR/REPLACEMENT OF PERSONAL PROPERTY**

Section 1: The District shall reimburse the employee for the cost of repairing or replacing authorized personal property which is damaged or destroyed at fires or related emergencies in the performance of his/her duties. The reimbursement shall be made within thirty (30) days from approval of the claim by the Fire Administrator or designee and the denial of any claim is not subject to the grievance procedure. The list of authorized personal property shall include and not be limited to eye wear, watches, contact lenses, cell phone, clothing, and any other personal items approved by the Fire Administrator.

Section 2: Reimbursement amounts shall be limited to one thousand five hundred dollars (\$1,500.00) in the aggregate within the District's fiscal year.

### **ARTICLE 37 – COMMUNICABLE DISEASE**

Section 1: In the event an employee covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, he/she has been exposed to or is the carrier of a communicable disease; the employee may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to an emergency health care provider for diagnosis and treatment in accordance with appropriate protocols as determined and approved by Worker's Compensation administrator, including appropriate titer tests and subsequent vaccination. It shall be the responsibility of the supervisor to determine if or when the employee is permitted to leave duty for this purpose.

Section 2: Employees shall be provided with preventive measures designed to protect the employee against communicable diseases. These measures shall include, but are not limited to, Bodily Substance Isolation ("BSI") such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the employee and the District shall not be held responsible for any consequences to the employee as a result of the employee having or not having received any vaccinations or tests or his/her refusal to use BSI. This does not waive the employee's rights under Workers' Compensation.

Section 3: The District shall provide all vaccinations required for Nevada Emergency Medical Responders.

### **ARTICLE 38 – EDUCATION**

Section 1: The District shall pay all necessary costs for any schooling or training required by the District.

## **ARTICLE 39 – TRAINING COURSES AND SEMINARS**

- Section 1: Employees will be reimbursed for seminars and training programs pursuant to the following:
- (a) To be eligible for reimbursement, the seminar or training program must be approved fourteen (14) days in advance by the Fire Administrator or his/her designee. If the training request is submitted less than fourteen days in advance, the Fire Administrator or his/her designee has the authority to approve the training reimbursement request.
  - (b) The training program must be directly related to improving the employee's proficiency in performing the assigned duties of their current position with the Elko County Fire Protection District; or otherwise directly related to the employee's career advancement within the Elko County Fire Protection District.
  - (c) The employee shall, prior to enrollment in any seminar or training program for which reimbursement is sought, provide information to the Fire Administrator. The information shall include the location of the course, seminar, or training program; dates; total costs; sponsor; and content of the educational course or seminar; together with reasonable information as may be required by the Fire Administrator.
  - (d) Only full-time employees, who have completed their initial probation with the Fire District, shall be eligible for reimbursement.
  - (e) Unless approved otherwise by the Fire Administrator or his/her designee, such seminars or training programs shall be taken on the employee's own time.
- Section 2: No employee shall be reimbursed for more than five hundred dollars (\$500.00) per fiscal year for costs incurred within that fiscal year, unless otherwise approved by the Fire Administer or his/her designee.
- Section 3: Reimbursable expenses shall include the following: any fees for seminars or training programs, reasonable costs for required course materials, lodging, meals, and transportation. The employee shall pay all of the above costs in advance. Upon completion of the seminar or training program, the employee shall submit proof of satisfactory completion of the seminar or training or other evidence of attendance and detailed receipts of all costs incurred. Upon approval of the Fire Administrator, the employee shall be reimbursed for costs up to five hundred (\$500.00) dollars, unless otherwise approved by the Fire Administrator or his/her designee.
- Section 4: Costs for classes or training that are required to maintain an employee's current job classification will not be counted toward the five hundred dollar (\$500.00) annual allotment.
- Section 5: Minimum training requirements of all firefighters eligible to respond to emergency calls within the District shall include the following:
- (a) All firefighters will maintain valid certification as required by their respective job description as established and amended by the District.

- (b) All firefighters must maintain a current "red card" in order to be eligible for response to wildland fire incidents. Qualified personnel shall be issued a red card upon satisfactory completion of their annual physical.
- (c) All personnel who respond to medical incidents within the District shall maintain no less than an EMR certification.

#### **ARTICLE 40 – CLOTHING ALLOWANCE**

- Section 1: Each employee shall receive a clothing or uniform allowance in the amount of \$1,000.00 annually, payable in two (2) equal semi-annual installments on the first payday in July and the first payday in January.
- Section 2: Both parties further agree that a special emphasis will be placed on a "one uniform" concept. Any uniform changes are to be discussed between the Union and the District prior to implementation to include consideration of fiscal impacts of the changes.
- Section 3: In the event of a uniform change, all Fire District members who are required to wear a uniform will, within a one (1) year period from the effective date of the change, convert to the new uniform requirement.
- Section 4: The County shall furnish all newly hired employees with a minimum set of uniforms.
  - (a) Class B Uniform:
    - (i) 1 Short sleeve dress shirt
    - (ii) 1 Long sleeve dress shirt
    - (iii) 1 Name tag
    - (iv) 1 Badge upon designated pinning
    - (v) 1 Belt
  - (b) Class C Uniform:
    - (i) 3 T-shirts
    - (ii) 1 Sweat shirt
    - (iii) 1 Light coat
    - (iv) 1 Winter coat
    - (v) 1 Hat
  - (c) Helmet Shield:
    - (i) Helmet shield with rank and ID designation
- Section 5: All uniforms will have appropriate patches, agency, and employee identification.
- Section 6: The District will pay for any costs above the \$1,000.00 uniform allowance for clothing or uniforms made obsolete by changes to District rules, regulations, manuals, or procedures.

## ARTICLE 41 – DISCIPLINE/DISCHARGE

- Section 1: The District shall not reprimand, demote, suspend, or discharge a post probationary employee without just cause. The term “just cause” includes the concept of progressive discipline, where appropriate as determined by the District. Progressive and corrective disciplinary action is designed to provide a fair and structured way for employees to improve their job performance and/or behavior which do not meet the standards or demands of their position and to provide a system for fair and equitable treatment of those employees who will not or cannot bring their performance up to expected standards.
- Section 2: It is the policy of the District, through a progressive and corrective discipline system, to give employees an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior and the measures utilized will be commensurate with the deficiency to be corrected.
- Section 3: Progressive and corrective disciplinary action may begin at any of the steps defined below, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions. Verbal warnings or written reprimands may be administered by the employee's immediate supervisor, or the Fire Administrator or designee. A demotion, suspension or discharge shall be administered by the Fire Administrator or designee.
- (a) Verbal Warning/Reprimand - A verbal warning or reprimand is given to the employee for the first occurrence of a minor offense.
  - (b) Written Warning/Reprimand - A written or formal warning is given to the employee in the first instance of more serious offenses or after repeated instances of minor offenses. The warning states the nature of the offense and specifies any future disciplinary action which may be taken against the employee if the offense is repeated. A copy of the written warning is placed in the employee's personnel file. The employee is required to read and sign the formal warning and has the right to have a response placed in their personnel file.
  - (c) Suspension Without Pay -
    - (i) If, despite previous warnings, an employee fails to reach the required standards in the specified time frame, the employee may be suspended without pay. An employee may be suspended without pay without prior infractions for serious offenses. Under suspension, the employee is barred from working for a period of time and his/her salary is reduced accordingly. Suspension without pay actions could range from one (1) to five (5) shifts for line personnel and one (1) to ten (10) work days for eight (8) or ten (10) hour personnel.



- (ii) An employee may also be placed on suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the discharge and is generally utilized when the employee is suspected of gross misconduct or when his/her continued presence during the investigation period would be a disruption to normal District business.
- (iii) If the employee is found to have been suspended inappropriately, pay and benefits for the period of suspension will be reinstated (except that if insurance has lapsed, coverage for time passed cannot be reinstated).
- (d) Discharge - An employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be discharged. In the case of a serious infraction (gross misconduct), an employee may be summarily discharged without benefit of the progressive and corrective discipline's sequence of lesser actions.
- (e) Notice of Intent - Before taking action to discharge, demote or suspend an employee having permanent status, i.e., employees who have successfully completed an initial probationary period of twelve (12) months<sup>2</sup>, the District shall serve on the employee and the Union, (unless the employee requests in writing that the Union not be notified), either personally or by certified mail, a "Notice of Intent" which shall contain the following:
  - (i) A statement of the District's intention.
  - (ii) A statement of the cause or causes upon which the action is based.
  - (iii) A statement that the employee may review and shall receive upon request, copies of material upon which the action is based.
  - (iv) A statement that the employee has seven (7) working days to respond to the charges, either orally or in writing.
  - (v) The employee or the Union, upon whom "Notice of Intent" has been served, shall have seven (7) working days to respond or protest to the District either orally or in writing

Section 4: The Union may protest any disciplinary action taken under this Article which shall be an appeal considered and processed in accordance with Article 42, Grievance Procedure, except as provided below:

- (a) A rejection of an employee during a probationary period is not considered disciplinary action. Probationary employees who are rejected during their initial probationary period are not subject to the grievance procedure.
- (b) An employee who is promoted and subsequently rejected during his/her promotional probationary period shall be returned to the lower classification from which he/she was promoted.
- (c) Verbal and Written Warning/Reprimands are not subject to appeal or grievance.

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<sup>2</sup> Employees hired prior to the effective date of this Agreement will have an initial probationary period of six (6) months and employees hired after the effective date of this Agreement will have an initial probationary period of twelve (12) months.

(d) The filing of an appeal or grievance does not stay or otherwise postpone the effective date of the imposed disciplinary action.

Section 5: For the purpose of this Article, employee is representative of personnel covered under Article 2 of this Agreement.

Section 6: The parties recognize for the purpose of progressive discipline, nothing shall be used against an employee in a demotion, suspension or discharge action unless the employee has been notified in writing. In the event that there has been such notification, written reprimands shall not be used against an employee if it has been in the employee's file for a period of eighteen (18) months, discounting periods of leaves of absence, provided that there has been no notification for the same or similar conduct during that eighteen (18) month period. This eighteen (18) month limitation does not apply 1) to any discipline rising to the level of a suspension or demotion, or 2) to any disciplinary action taken against an employee arising out of a matter covered under Title VII of the Civil Rights Act of 1964. The purpose of the second exception is to allow consideration of both the seriousness of the employee's proven offense and the record of the employee with the County in determining the degree of discipline administered, given the County's specific legal obligations under Title VII.

Section 7: Upon written request of an employee, a written warning/reprimand that has been in the employee's personnel file for a period of eighteen (18) months may be removed from the employee's personnel file at the discretion of the Fire Administrator, excluding a written warning/reprimand related to Title VII referred to in Section 6.

## **ARTICLE 42 – GRIEVANCE PROCEDURE**

Section 1: GENERAL

(a) Definitions:

(i) Grievance: A grievance is a disagreement between an individual, or the Union, and the Employer concerning interpretation, application, or enforcement of the terms of this Agreement.

(ii) Grievant:

(A) A District employee who is covered by the provisions of this Agreement and who is adversely affected by the matter being grieved, or the Union on behalf of an employee(s).

(B) The Union may file a grievance alleging a violation of the provisions of this Agreement on matters impacting the bargaining unit, as a whole, such as conflicting interpretations of contractual provisions.

(C) An employee covered by the terms of this Agreement is not precluded from acting for himself with respect to any condition of his/her employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of this Agreement.

(iii) Day: For purposes of this procedure, a day is defined as a calendar day.

Section 2: PROCEDURE

- (a) Informal: The aggrieved employee shall take up the grievance with his/her immediate supervisor and/or Fire Operations Chief within fourteen (14) days of the employee's knowledge of the occurrence or when the employee should have known of the occurrence. The Fire Operations Chief shall attempt to adjust the matter at that time. Any granting or resolution of grievance of disciplinary actions or monetary benefits is subject to review and approval by the Fire Administrator or his/her designee. If not resolved by the Fire Operations Chief the Union will proceed under Step 1.
- (b) If the decision of the Fire Operations Chief does not resolve the grievance, the Union shall proceed as follows:
  - (i) Step 1: Within fourteen (14) days of the employee's knowledge of the occurrence or when the employee should have known of the occurrence giving rise to the grievance, the Union will submit a signed written grievance to the Fire Administrator on a grievance form provided by the District. Within five (5) days from the date the written grievance is received, the Fire Administrator shall schedule a meeting with the Union to review and discuss the grievance for attempted resolution. The above may occur with or without the presence of the grievant. If the grievance is not settled, the Fire Administrator shall respond in writing to the grievance within five (5) days of the date the meeting was conducted.
  - (ii) Step 2: Within ten (10) days following failure to settle the grievance under Step 1, the Union may submit it to the Elko County Human Resources Director. Within five (5) days from the date the written grievance is received, the Elko County Human Resources Director or his/her designee shall schedule a meeting with the Union to review and discuss the grievance for attempted resolution. If the grievance is not resolved, the Elko County Human Resources Director shall provide a written response to the grievance within five (5) days of the date the meeting was conducted.
  - (iii) Step 3: Within ten (10) days following failure to settle the grievance under Step 2, the Union may submit it to arbitration with written notice to the District.
- (c) The Arbitrator shall be selected from a list of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service. The fees for requesting the list of arbitrators shall be borne by the party requesting arbitration. The parties shall select the arbitrator from the list by alternately striking one name until the name of only one arbitrator remains, which will be the arbitrator to hear the dispute. For the first grievance hearing the Union shall strike the first name. From that point forward, the parties shall alternate striking first. With the mutual written consent of the parties, expedited arbitration under the rules of the American Arbitration Association may be used.

- (d) The findings of this Arbitrator shall be final and binding on all parties concerned. The Arbitrator shall have no authority to add to, subtract from, or modify any of the terms of this Agreement, or any supplementary Agreement. The award of the arbitrator shall be based exclusively on the evidence presented at the hearing. Any issues of arbitrability of the grievance will be decided by the District Court in Elko County, Nevada.
- (e) The costs of arbitration shall be borne as follows:
  - (i) The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs, and data to be presented to the Arbitrator shall be borne separately by the respective parties.
  - (ii) The Arbitrator's fees and expenses, and the cost of any hearing room, shall be borne equally by both parties to the arbitration.
  - (iii) If either party requests a court reporter, the requesting party will pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.
- (f) Failure to Act: If the grievance is not timely filed it is considered waived. If the management response to a grievant at any level of the procedure is not appealed within the prescribed time limits, said grievance shall be considered settled on the basis of the last answer provided and there shall be no further appeal, review, or re-submission of said grievance. Should management not respond within the prescribed time limits, the grievance shall proceed to the next level.
- (g) Waiver of Time Limits: Any of the time limits contained in this procedure may be waived upon the mutual written agreement of both parties, except that the waiver of any of the time limits contained in Step 1 of this procedure can only be agreed to on the part of the District by the Fire Administrator or his/her designee.
- (h) Settlement of Grievance Outside of Arbitration: The District shall accept no grievance settled by an employee in a classification represented by the International Association of Fire Fighters (I.A.F.F.), Local 5046, unless said employee has received the concurrence of the Fire Administrator or designee on the settlement.

### **ARTICLE 43 – FISCAL EMERGENCY**

- Section 1: Upon notification by the District to the Union that a fiscal emergency exists in accordance with NRS 288.150(4), the parties shall meet within 10 working days to commence negotiations. The District shall include with its notification all financial data and other information which shows a fiscal emergency does exist.
- Section 2: A fiscal emergency exists for local government under the criteria set forth in NRS 288.150(4).
- Section 3: Non-monetary articles cannot be opened by the parties as a part of this process.

- Section 4: If the parties are unable to reach an agreement within twenty (20) working days from the first day of negotiation, the District may take additional action including reduction in force to address the fiscal emergency.
- Section 5: The District cannot use the fiscal emergency process as a tool to impede or frustrate the normal collective bargaining process or as an alternative to the normal collective bargaining process. The Union may request and the District will provide documentation of the fiscal emergency.

#### **ARTICLE 44 – REDUCTION IN FORCE**

- Section 1: District retains the right described in NRS 288.150(3)(b) to reduce in force or layoff any employee because of a lack of work or lack of money or District reorganization or fiscal emergency as defined by NRS 288.150(4), as determined by the District, subject to the procedures described in this Article.
- Section 2: In the case of a personnel reduction and/or a reduction of services, due to the lack of work or lack of money, the employee in the classification affected by the reduction in force with the least seniority shall be laid off first. Any reduction in force shall be established by seniority in the Department. Departmental seniority shall be established from Article 45. Employees shall be recalled within one (1) calendar year (365 calendar days) of the effective date of the reduction in force in the order of their seniority if they remain qualified for the classification being recalled. No new employee shall be hired during this one (1) calendar year (365 calendar day) period until all laid-off employees have been given opportunity to return to work.
- Section 3: The District shall notify the Union of the need to reduce the number of employees who are on payroll within the bargaining unit at least thirty (30) days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected, the rank or classification of each position so affected, and the division or divisions, if any, which are to be affected. Immediately after issuing the notice, the District shall negotiate over the impacts and effects of the layoff with the Union. The District shall respond to any proposals which the Union may make in response to the subject matter of notice. Such impact and effect negotiations is not subject to the impasse procedures in NRS 288.200, 288.205 or 288.215.
- Section 4: Each employee who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any division shall be given written notice, at least fifteen (15) days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him/her. The notice shall state the reasons for the action, and any rights, which the employee may have under the Department Policies and Procedures or this Agreement with regard to his/her employment. A copy of the notice also shall be delivered to the Union.

- Section 5: In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reductions in ranks shall be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion. Upon being laid off an employee may elect demotion to any lower classification covered by this Agreement provided the employee can perform the job, and provided the employee has more seniority than the employee in the lower classification.
- Section 6: An employee who is laid off shall be paid for all accrued vacation and compensatory time in accordance with this Agreement.
- Section 7: All employees who are reduced in rank or laid off shall not suffer any loss in benefit or entitlement accrued prior to the date of the action, e.g., holidays, vacation, personal leave, pension, and overtime, earned, accumulated and unused at the time of reduction in rank or layoff.
- Section 8: The employee shall receive the maximum salary for the lower classification. If the current salary is less than the maximum of the lower classification, the employee shall receive the closest salary rate of the lower classification.
- Section 9: No employee shall be promoted in a class where a demotion occurred due to a Reduction in Force until those who were demoted are offered positions in that Class.
- Section 10: For the purpose of this Article, employee is representative of those non-supervisory, supervisory, and emergency support personnel covered under Article 2 of this Agreement.
- Section 11: In the event the District determines that it will offer employees incentives for voluntary, early separations of service or retirement, the District shall establish the criteria for eligibility and the amount of such incentive. Employees who elect to accept such offers may accept the incentive as a lump sum payment, and/or apply the incentive towards PERS credit purchases.

#### **ARTICLE 45 – SENIORITY**

- Section 1: Seniority Defined
- (a) Seniority shall be based upon all continuous employment with the District and does not include employment with the State of Nevada Division of Forestry.
  - (b) Periods of separation from the District constitute a break in seniority unless the separation was the result of a layoff pursuant to Article 44, Reduction in Force.
- Section 2: District Seniority
- (a) District seniority shall be determined by the following means:
    - (i) Date of Employment.
    - (ii) Date of original application.
  - (b) In the event Factor (i) is not conclusive, Factor (ii) shall govern. In the event there is a tie, the employee holding the highest rank shall have seniority. In the event there is still a tie, seniority shall be determined by the drawing of lots.
- Section 3: Class Seniority

- (a) Seniority within a class shall be determined by the following means
  - (i) Date of promotion or appointment to the class, or in the case of an employee displacing to a lower class in which he/she has not held an appointment, the date in the lower class shall be the date of appointment or promotion in the higher class from which the employee is being reduced.
  - (ii) District seniority.
- (b) In the event Factor (i) is not conclusive, Factor (ii) shall govern.

**Section 4: Seniority List**

- (a) The District and the Union agree that a seniority list showing the date of hire and the date of last promotion (when such is applicable) shall be established and brought up to date at the start of each fiscal year and posted on the District bulletin boards. If no employee or the Union protests seniority shown on their behalf within forty-five (45) days of such posting, the seniority list shall stand as conclusive evidence of each person's seniority until the establishment of the new seniority list.

**Section 5: Seniority Broken**

- (a) Seniority shall not be broken by annual leave, sick leave, maternity leave, military leave, or any other type of paid leave.

**ARTICLE 46 – PHYSICAL EXAMINATIONS**

**Section 1:** Any and all examinations required by the Nevada Revised Statutes relating to District employment which are performed by a District designated physician shall be paid by the District at no cost to the employee.

**Section 2:** It is the responsibility of the District to schedule any and all examinations with a District designated physician pursuant to NRS 616, 617 and applicable employees' Insurance of Nevada regulations, including Hazardous Materials exams as required by O.S.H.A, on or before the birthday month of the employee.

- (a) The District shall schedule such examinations while the employee is scheduled to be on or off duty. Any time spent for such examinations shall be considered hours worked, not to exceed six (6) hours, and shall be paid in accordance with Article 16, Overtime.
- (b) There shall be no loss of pay or any accrued leave to the employee.

**ARTICLE 47 – UNION BUSINESS**

**Section 1:** Subject to scheduling conflicts, the District agrees to allow the Union to use Employer property for Union meetings.

**Section 2:** Release Time for Negotiations:

- (a) Two (2) members of the Union Negotiating Committee shall be allowed unpaid time off for any and all meetings between the District and the Union for the purpose of contract negotiations when such members are scheduled to be on duty. Any release time is subject to the operational requirements of the District as determined by the Fire Administrator or his/her designee.

- Section 3: Release Time for Grievances:
- (a) The District shall provide unpaid time off to the grievant and up to one (1) Union representative for any and all meetings between the District and the Union for the purpose of processing grievances when such members are scheduled to be on duty. Any release time is subject to the operational requirements of the District as determined by the Fire Administrator or his/her designee.

#### **ARTICLE 48 – UNION DUES DEDUCTION**

- Section 1: The District shall cause dues to be deducted from the salaries of Union Members and promptly pay over to the proper officers of the Union the money so collected.
- Section 2: No deduction shall be made, except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made.
- Section 3: There shall be no restriction on the right of an employee to terminate his/her dues deduction authorization except that such termination be in writing, signed by the employee and delivered to the Fire Administrator.
- Section 4: The Union shall certify to the District in writing the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- Section 5: Upon written authorization to Payroll from an employee, either directly or through a limited power of attorney, the District agrees to deduct on a bi-weekly basis from the wages of said employee such sums as necessary for any other payroll deduction types authorized by the District. Each employee shall have the right to terminate such payroll deductions at any time upon written request to Payroll.
- Section 6: The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.
- Section 7: The Union shall indemnify and hold the District and Elko County harmless for its actions taken in accordance with the withholding of dues from employees pursuant to this Article.

#### **ARTICLE 49 – BULLETIN BOARDS**

- Section 1: The Union will have the ability to furnish and maintain, in good repair, and at its sole expense a suitable bulletin board not to exceed 24" x 36" in size in each fire station staffed by members covered by this Agreement for use by the Union in posting Union notices and other information. The location shall be determined and approved by the Fire Administrator or his/her designee. The stations where bulletin boards may be located are the Elko District Office and Spring Creek Fire Station 1.
- Section 2: It will be the responsibility of the Union to identify such boards as the I.A.F.F. board.



- Section 3: The Union agrees to indemnify and hold the District harmless for all materials posted upon the Union bulletin boards.
- Section 4: The material posted on bulletin boards shall not be obscene, defamatory, or of a partisan political nature. All posted material shall bear the signature of the Union President, identity of the sponsor, shall be neatly displayed, and shall be removed as soon as no longer timely. The Fire Administrator may remove any materials in violation of this Article with written notice of such removal provided to the Union President.

**ARTICLE 50 – WORKING ENVIRONMENT**

- Section 1: The District recognizes the unique working relationship that the employees covered by this Agreement have with the District because of the variety of work shifts. In consideration of this fact, the District commits itself to insure that these workers enjoy a healthy and sanitary living and working environment.
- Section 2: The District shall repair or replace inoperable appliances and furniture currently in service as of the effective date of this contract at the District’s stations that are staffed 24 hours. Replacements shall, at a minimum, be equivalent in the functionality of the item being replaced.
- Section 3: The Union may display Union artifacts and décor in a professional manner in the living space at the District’s stations that are staffed 24 hours with prior approval of the Fire Administrator or designee.
- Section 4: Employees may work on personal projects and use station facilities outside normal working hours set by the District (currently 8 a.m. to 5 p.m.) at the District’s stations that are staffed 24 hours and subject to approval of the Fire Administrator or designee.
- Section 5: The Union may install cable or satellite television service to be used outside normal working hours set by the District (currently 8 a.m. to 5 p.m.) at the District’s stations that are staffed 24 hours subject to prior approval of the Fire Administrator or designee

**ARTICLE 51 – PERSONNEL FILES**

- Section 1: The District will maintain a personnel and health file on each employee.
- Section 2: Any employee has the right to review their personnel file and/or health file upon request to Human Resources and by appointment. This right is limited to the individual employee to review his/her own personnel file and/or health file. However, an employee may, with proper release forms, permit his/her personnel file and/or health file to be reviewed by his/her attorney or Union representative so authorized upon presentation of properly executed forms to the Director of Human Resources.
- Section 3: Employees are encouraged to place in their files any educational or other accomplishments that serve to recognize an achievement bearing on both the employee and the District.

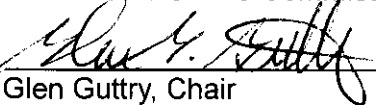
- Section 4: Only those people working in Elko County Human Resources, and those people in the immediate chain of command of the employee, and the Fire Administrator shall have access to an employee's files. In addition, the District's and Elko County's authorized attorney(s) shall have the right to access an employee's files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the employee.
- Section 5: Any derogatory materials placed in an employee's files shall be copied to the employee. The date and name of the individual responsible for placing derogatory information into a file shall also be given to the employee.
- Section 6: Any employee under this policy, upon reviewing his/her personnel file and/or health file who finds inaccurate or misleading material, may prepare and present to Human Resources a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file and/or health file.
- Section 7: No information from any employee personnel file and/or health file may be given to a for-profit business without the written permission of the employee.
- Section 8: Unless otherwise directed by the employee, the Union shall be notified within five (5) working days of any disciplinary materials placed in an employee's files.

**ARTICLE 52 – EXECUTION DATE**

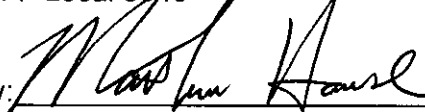
Section 1: This Agreement was mutually agreed upon by the parties, ratified by the Union, and adopted by the Board of Fire Commissioners. The parties hereto through their duly authorized officers or representatives and intending to be legally bound hereby have hereunto set their hands and seals this 2 day of November, 2016.

Dated this 2 day of November, 2016.

Elko County Fire Protection District  
Board of Commissioners  
Ex-officio Board of Fire Commissioners


By:   
Glen Guttry, Chair

Elko County Fire Fighters Association  
IAFF Local 5046

By:   
Matthew House, President

ATTEST

By:   
Carol Fosmo, County Clerk

By:   
Patrick Linstruth, Secretary

## APPENDIX A – SALARY SCHEDULE

Firefighter I	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
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53 Hour	\$14.95	\$15.40	\$15.86	\$16.34	\$16.83	\$17.33	\$17.85	\$18.39	\$18.94	\$19.51
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40 Hour	\$19.81	\$20.40	\$21.01	\$21.64	\$22.29	\$22.96	\$23.65	\$24.36	\$25.09	\$25.84
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Firefighter II	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
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53 Hour	\$16.07	\$16.55	\$17.05	\$17.56	\$18.09	\$18.63	\$19.19	\$19.76	\$20.36	\$20.97
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40 Hour	\$21.29	\$21.93	\$22.59	\$23.27	\$23.97	\$24.68	\$25.43	\$26.19	\$26.97	\$27.78
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Training Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
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40 Hour	\$24.76	\$25.50	\$26.27	\$27.06	\$27.87	\$28.70	\$29.56	\$30.45	\$31.36	\$32.31
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Fire Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
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40 Hour	\$24.76	\$25.50	\$26.27	\$27.06	\$27.87	\$28.70	\$29.56	\$30.45	\$31.36	\$32.31
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