

**AGREEMENT**

**BETWEEN**

**TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT**

**AND**

**TRUCKEE MEADOWS FIRE  
FIGHTERS ASSOCIATION  
LOCAL I.A.F.F 2487  
SUPERVISORY UNIT**

**2019-2022**

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## **ARTICLE 1 – PREAMBLE**

A. This agreement is entered into by and between the Board of Washoe County Commissioners as ex-officio Board of Fire Commissioners for the Truckee Meadows Fire Protection District, hereinafter referred to as the “District”, and I.A.F.F. Local 2487 Supervisory Unit, hereinafter referred to as the “Association”. This agreement sets forth the full and entire agreement between the parties.

B. It is the purpose of this agreement to achieve and maintain harmonious relations between the parties, to provide for equitable and peaceful adjustment of disputes, which may arise over the interpretation and application of this agreement, and to establish fair and equitable standards of wages, hours, and other conditions of employment.

C. The Association 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 Truckee Meadows Fire Protection District.

## **ARTICLE 2 – RECOGNITION**

A. The District hereby recognizes the Association as the exclusive bargaining agent for the following management personnel in the Truckee Meadows Fire Protection District including but not limited to:

1. Division Chief
2. Battalion Chief
3. Chief Officer - Logistics
4. Fire Equipment Fleet Manager

B. In the event any new management position(s) are established during the term of this agreement by the District, not listed above, and recognizing that that position comprises a community of interest; the position shall be included within the bargaining unit and represented within this agreement upon approval of the Chief or his designee.

C. The District shall notify the Association president of all changes to the job classifications covered by this Agreement.

## **ARTICLE 3 – RIGHTS OF ASSOCIATION**

A. The District recognizes its statutory obligation to negotiate any departmental rule, policy, or procedure that is related to a mandatory subject of bargaining as enumerated under NRS 288.150. In the event there is a dispute over whether a rule, policy or procedure falls within the scope of mandatory bargaining, said dispute shall be submitted to the Local Government Employee-Management Relations Board and shall not be subject to the grievance procedure contained in this Agreement.

B. The Fire Chief and/or his designee shall meet as needed and/or requested by either party with representatives of the Association for the purpose of engaging in Labor Management meetings. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party.

C. On-duty time shall be provided for up to two (2) Association representatives, and may be increased if both parties mutually agree.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

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 NRS 288.

#### **ARTICLE 5 – PREVAILING RIGHTS**

Benefits, including present working conditions, previously existing will not be diminished by any provision or failure of any provision of this Agreement without mutual consent of the parties. There will be no change in any matter covered by this Agreement without the mutual consent of the parties. There will be no change in any matter within the scope of representation without negotiations as required by NRS 288.

#### **ARTICLE 6 – SUCCESSIONSHIP**

The District agrees not to sell, merge, or convey or cause to sell, merge or convey or otherwise transfer or cause to transfer its operations to a new employer without first securing the agreement of the successor to assume the District's obligations of wages, hours, terms and conditions of employment.

#### **ARTICLE 7 – STRIKES AND LOCKOUTS**

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

B. The District will not lock out any employees during the term of this agreement as a result of a labor dispute with the Association.

#### **ARTICLE 8 – REDUCTION IN FORCE**

A. The 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, as determined by the District, subject to the procedures described in this Article.

B. 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 with the least seniority shall be laid off first. All reduction in force shall be established by seniority in the Department. Departmental seniority shall be established from Article 19D (Seniority). Employees shall be recalled

in the order of their seniority. No new employee shall be hired until all laid-off employees have been given opportunity to return to work.

1. 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 90 days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail or e-mail. The notice shall disclose the number of positions affected, the rank or classification of each position affected, and the division or divisions, if any, which are to be affected. Immediately after issuing the notice, the District shall give the Union a reasonable period of time, of no less than 30 days, within which the Union and the District shall meet and confer. The District shall respond to any proposals, which the Union may make in response to the subject matter of notice.

2. Each employee who is to be reduced in rank or laid off due to a reduction in force shall be given written notice, at least 60 days before such action is to occur. The notice shall include the date, purpose and nature of the action that is to be taken with regard to the employee. 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 or her employment. A copy of the notice also shall be delivered to the Union.

3. 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.

4. An employee who is laid off shall be paid for all accrued time in accordance with this Agreement.

5. 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.

6. Each employee who is bumped out of rank or classification shall, in turn, be reduced only one rank, to the rank or classification immediately junior. This shall not pertain to layoffs, which shall be consistent with District seniority rights under Article 19B Seniority.

7. The employee shall receive the maximum salary for the lower grade. If the current salary is less than the maximum of the lower grade, the employee shall receive the closest salary rate of the lower grade.

8. 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.

9. For the purpose of this Article, employee is representative of those non-supervisory, supervisory, and emergency support personnel covered under Article 2 (Recognition) of this Agreement.

10. 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.

11. For the purposes of class seniority, in the event an employee needs to be bumped-back to their previously held position, they need to have held the position and their seniority shall be set at the same amount of time as that which they accumulated when they last occupied the position. The time the employee was in the Supervisory Unit shall not be counted.

The affected person shall have the right to return to his or her previously held position. If the bump-backed employee returns to the Supervisory Unit in the future, none of the time served in the lower position shall count towards class seniority. The seniority shall be set at the same amount of time as that which was previously held when in the Supervisory Unit.

In no event shall this provision be utilized to circumvent a disciplinary demotion or voluntary demotion.

#### **ARTICLE 9 – DURATION OF AGREEMENT**

A. This Agreement shall become effective July 1, 2019, and shall continue until June 30, 2022, except as otherwise provided below.

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

C. The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial fact-finder at any time for his/her findings. The fact-finder shall make recommendations of the unresolved issues.

D. If the parties have not reached an agreement within ten (10) workdays after the fact-finder's report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) workdays after the final offers are submitted, accept one of the written statements, and shall report his decision to the parties.

E. The Impartial Fact-finder and the Binding Arbitrator shall be from the American Arbitration Association and all hearings shall be conducted by A.A.A. rules. The list of arbitrators may be obtained from the Fresno Regional Office.

F. In the event that future agreements are not reached prior to the contract expiration, all awards rendered by the final binding arbitrator shall be retroactive to the expiration date of the last contract per NRS 288.215, Sub 10.

#### **ARTICLE 10 – AMENDMENTS**

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

#### **ARTICLE 11 – NON-DISCRIMINATION**

A. The parties agree to not discriminate against any employee pursuant to NRS 613.330.

B. The District and the Association agree that membership, non-membership, or lawful activities on behalf of the Association 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 Association's right to hold meetings and engage in lawful functions.

C. 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 neutral gender in all situations where they would so apply.

D. 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 the Grievance Procedure, Article 35.

## **ARTICLE 12 – ESTABLISHMENT OF NEW CLASSIFICATIONS**

A. The Employer reserves the right to establish new classifications that may fall within the scope of this Agreement, including requirements and wage rates. Wage rates for new classifications will become subjects of bargaining upon expiration of this Agreement. The Employer shall notify the Association president of all changes to the job classifications covered by this Agreement.

B. For the purpose of this article, 'employee' is representative of those management personnel covered under Article 2 of this Agreement.

C. In the event any new management position(s) are established during the term of this agreement, by the District, not listed above, and recognized that that position comprises a community of interest; the position shall be included within the bargaining unit and represented within this Agreement. The District reserves the right to establish new classifications, which may fall within the scope of this Agreement, including requirements and wage rates.

## **ARTICLE 13 – SALARIES**

A. These pay rates shall be effective as of July 1, 2019 and are reflected in the salary schedule attached hereto as Appendix A and by reference incorporated herein.

B. Classification:

1. Division Chief
2. Battalion Chief
3. Chief Officer - Logistics
4. Fire Equipment Fleet Manager

C. Employees in classifications having more than one (1) pay step or employees in classifications that have not reached the maximum of the salary range may become eligible for a step or merit increase on the employee's merit anniversary date one (1) year



after the employee's appointment, promotion, or last step advancement based upon meeting a standard or better performance evaluation rating.

**D. Conversion of 56-Hour to 40-Hour Workweek:**

1. In computing the salary increases for employees working either a 56-hour workweek schedule or a 40-hour workweek schedule, the salary increases are to be applied to the hourly rates for the 56-hour workweek schedule and then converted to the equivalent 40-hour workweek hourly rate by using a factor of 1.4.
2. The approximate annual salary for employees working a 56-hour workweek is based upon 2,912 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).
3. The approximate annual salary for employees working a 40-hour workweek is based upon 2,080 hours per year.
4. All hourly rates are to be rounded to the nearest penny using normal round-off rules.

**E.** The salaries pursuant to this Agreement are subject to change during the term of the Agreement due to increases or decreases in the retirement contribution for Nevada's Public Employee Retirement System (PERS) in accordance with NRS 286.421.

## **ARTICLE 14 – CAREER INCENTIVE**

All employees covered hereunder who have completed a total of 5 years or more of full-time service with the District shall be entitled to annual longevity pay at the rate of .50% (one half percent) of the base pay for each year of continuous service with the District up to a maximum payment of 10% (ten percent) or \$12,500 whichever is less. 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 the first payday of June and December immediately following a determination of eligibility. For qualified employees retiring or resigning before the due date of any semiannual payment, the amount of payment shall be prorated.

## **ARTICLE 15 – OVERTIME**

**A. Overtime Provisions Applicable to Battalion Chiefs**

1. Battalion Chiefs may utilize shift trades in accordance with Article 44, Shift Trade.
2. Overtime shall be filled by full-time employees. For the purpose of overtime to fill vacancies, the overtime/callback Telestaff Operating Guide, currently in effect, shall be used for filling open vacancies. The list shall consist of all bargaining unit member who desire to work overtime/callback to fill vacancies in staffing. Mandatory overtime may be required in the event employees are not available to fill for shift vacancies.
3. Overtime shall be deemed as any time worked in excess of the normal work period or the normal work shift.
4. Employees shall be compensated for overtime worked at 1 ½ times their base rate of pay for each hour, or major fraction thereof, worked.
5. All overtime must have the advance authorization of the Fire Chief or designee.
6. Overtime will be earned in increments of 1/4 hour.

7. 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. All overtime must have previous authorization of the District's Fire Chief or designee if compensation therefore is to be effected.

8. Any employee who accepts a request by his supervisor to work during hours outside his regularly scheduled straight time hours on the day in question, which hours will not abut his regularly scheduled shift hours on that day, will receive a minimum of 2 hours pay at the applicable hourly rate.

9. Any employee who reports for work on his scheduled day or for previously scheduled recall shall receive a minimum of 2 hours pay for each such incident, at the applicable rate, where the District cannot provide work for the employee.

10. Emergency incident overtime shall be filled first by a full-time Battalion Chief then by a qualified acting battalion chief if a full time Battalion Chief is not available for coverage. Mandatory overtime may be required in the event employees are not available to fill for shift vacancies.

11. The employee may select cash payment or compensatory time for the overtime worked; for training, District functions, or any overtime outside of station fill-in and emergency incident overtime. The maximum amount of compensatory time that may be accumulated is 480 hours. Compensatory time utilized shall be limited to a maximum of 480 hours per calendar year. All overtime hours in excess of this amount shall be paid for in cash. Upon termination of employment, an employee shall be compensated at his regular rate for all accumulated and unused compensatory time hours.

**B. 40-HOUR PERSONNEL**

1. Overtime shall be defined as any time worked in excess of 40 hours per week. 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. The maximum amount of compensatory time that may be accumulated is 240 hours. Compensatory time utilized shall be limited to a maximum of 240 hours per calendar year.

2. The provisions applying to the payment for Holiday Compensatory Time (Article 15), shall apply to compensatory time under this Article. All overtime hours in excess of this amount shall be paid for in cash. Upon termination of employment, an employee shall be compensated at his regular rate for all accumulated and unused compensatory time hours.

C. Overtime and callback as a result of all emergency incidents including out of District assignments and mutual aid, shall be paid from the moment of notification until return to the station from which dispatched including rest periods, standby periods, meal breaks, etc.

**ARTICLE 16 – USE OF INDEPENDENT CONTRACTORS**

The employer reserves the right to hire independent contractors to perform various administrative and support functions. No independent contractor shall be hired and utilized to perform operational functions typical of the Battalion Chief responsibilities. Independent Contractors shall not be used for any position within the Incident Command System used for management of emergency incidents. Any other administrative duties assigned to the independent contractor shall be discussed with the Battalion Chiefs prior to assignment.

## ARTICLE 17 – PROMOTIONS

### A. Eligibility

1. The Fire District shall provide the Human Resources Department with an accurate list of those candidates eligible to compete for each classification prior to posting of the job announcement. The Fire District shall validate the eligibility of all applicants of the classification posting within 7 calendar days of closing.
2. To have the opportunity to take a promotional examination for an eligibility list, an applicant must meet the minimum qualifications by no later than 1700 hrs. of the District workday prior to the test date. Minimum qualifications shall be established by the District Director of Human Resources or designee, Fire Chief or designee, Union President and one additional Union Executive Board member.
3. All promotional vacancies for classifications within the bargaining unit shall be filled by promotion from within the Fire District.
  - a. Battalion Chief – All qualified applicants will have met the following provisions and then shall be eligible to test for the position of Battalion Chief.
    - I. Candidates for the Battalion Chief position shall have a minimum of a Bachelor's Degree in Fire Science, Public Administration, Business Administration, Fire Technology, or a closely related field and 3 years of progressively responsible firefighting experience in an all-risk agency responsible for fire prevention, fire suppression, medical emergencies and hazardous materials incidents including at least 3 years of supervisory responsibility; OR 5 years' experience as a Fire Captain with the Truckee Meadows Fire Protection District.
    - II. Successfully completed Battalion Chief Officer Development School (BCODS).

*INTENT – BCODS will be provided by the District*

B. Employees who are promoted will be placed in their new rank, pay grade step, to be at least 10% above their current step plus any incentive pay, if applicable.

C. Promotions shall be filled by the rule of five.

1. Example: for the first position the district will interview the top 5 candidates, 1 candidate will be promoted. For the next position the District will interview the top 5 candidates from the updated list after the first promotion.

### D. Posting

1. If applicable, bibliographies shall be posted a minimum of 120 calendar days in advance of the month of testing.
2. The following is the schedule for all classification postings for promotional opportunities:
  - a. Battalion Chief will be posted for a minimum of 3 weeks during the month of February on even years.
  - b. Any remaining position found in Article 2 (Recognition) will be posted for a minimum of 3 weeks.
3. The District shall have 5 business workdays to resolve all appeals to certify and publish a promotional list for the following dates:

- a. The Battalion Chief promotional list shall be effective from July 1<sup>st</sup> of the testing year through June 30<sup>th</sup> of the following even year through September 30<sup>th</sup> of the following odd year.
4. The District shall maintain and post the two-year promotional list that is established and a copy shall be furnished to the Union upon publication of the list.

E. Examination Procedures

1. All applicants shall apply for the posted position through the District's designated application process by the closing of the job opening.
2. Examinations may include written, practical, assessment center, oral board, or any combination of the aforementioned at the sole discretion of the Fire District.
3. The Fire District will determine the weights (percentages) to be used for each phase and will meet and confer with the Union over any changes. The minimum passing score shall be 70% for each phase or section of the testing process. A candidate will not proceed in the testing process if he/she does not achieve at least a 70% on the written, practical, assessment center or oral board. Each section will be weighted with a percentage to give an overall score. The overall score shall be 70% to be considered passing.
4. The Fire District will provide employee development opportunities for all personnel interested in testing for promotion to the rank of Battalion Chief within the Fire District. The following will be the dates for development and testing for the positions of Battalion Chief:
  - a. The Fire District will test for the position of Battalion Chief during the month of May in Even years.
  - b. The District will provide BCODS between the months of January – April in even years.
5. All other promotional examinations will occur, as needed, with the required 120 calendar days in advance of posting of the bibliography.
6. Any promotional examination grading panel shall consist of a minimum of one individual of equal rank and two individuals of equal or greater rank for the position being tested.
7. All evaluators for exams shall be from professional Fire Departments. In the event that a specific fire ground knowledge and/or skill is not required for a portion of the test or evaluation an outside evaluator may be acquired for only that portion of the exam.
8. If identical scores are achieved, ranking shall be determined by Fire District seniority.
9. Employees eligible for promotional examinations shall be given appropriate time off to take the examination and return to duty. Such time off shall not result in any loss of pay.

F. Confirmation

1. Subject to prior recommendation of the Fire Chief and the approval of the District's Human Resources department, anyone promoted and serving in an initial probationary status shall become eligible for confirmation into his/her respective classification upon completion of the 12 month probation period.
2. If the employee is unable to be confirmed in to the new classification because he/she is unable to demonstrate the ability to perform his/her job or lacks the ability to progress, then he/she shall be returned to his/her previous job classification and rate of pay. There shall not be any gain in any benefits if this occurs, nor shall this result in layoffs of any position.

- a. If the employee promotes to a non-represented position they forfeit their right to return to any position represented by Local 2487.
- 3. A promotion made hereunder is not final until any resulting grievances have been resolved.

## **ARTICLE 18 – MINIMUM CONSTANT SAFETY STAFFING**

A. The intent of this article is to address the mutual concerns of the parties pertaining to employee safety including NFPA 1710, with regard to staffing..

B. A Battalion Chief shall be assigned each 24-hour day providing 24-hour coverage to provide shift management and incident management. At no time will the Battalion Chief position be left vacant. Coverage shall be provided, as required by Article 15, by an off-duty Battalion Chief unless one is not available, then coverage is to be provided by the Fire Chief, Division Chief or by qualified acting personnel.

C. In the event the on-duty Battalion Chief is committed to an incident, an off-duty Battalion Chief will be recalled back to work to provide coverage. If no Battalion Chiefs are available for coverage, a qualified acting Battalion Chief or the Fire Chief will be used to ensure that there is no vacancy.

## **ARTICLE 19 – SENIORITY**

### **A. Department Seniority Defined**

Department Seniority shall be based upon all continuous time with the State of Nevada for employees hired by the District Prior to July 1, 2006, in addition to time accrued with the District, regardless of classification or bargaining unit. Periods of separation may not be bridged to extend such service unless the separation was the result of a layoff. For employees formally employed by the City of Reno Fire department who transitioned employment to the District in June 2012, seniority shall be based upon all continuous time with the City of Reno Fire Department in addition to time accrues with the District.

### **B. District Seniority**

- 1. District seniority shall be determined by the following means:
  - (a) Date of continuous employment.
  - (b) Entrance examination grade.

In the event Factor (a) is not conclusive, Factor (b) shall govern. In the event Factor (b) is not conclusive, seniority shall be determined by the drawing of lots.

### **C. Class Seniority**

- 1. Seniority within a class shall be determined by the following means:
  - (a) Date of promotion or appointment to the class.
  - (b) District seniority.
  - (c) Examination score for that class.

In the event Factor (a) is not conclusive, Factor (b) shall govern and, in the event Factor (b) is not conclusive, Factor (c) shall govern.

#### D. Seniority List

The District and the Association agree that a seniority list showing the date of hire shall be established and brought up to date annually and posted on the Fire District bulletin boards. If no employee or the Association protests seniority shown on his 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.

### **ARTICLE 20 – ASSOCIATION BUSINESS**

A. Any members of the Association shall have access to a 'pool' of man-hours donated by individual Association members. Each of these members may draw upon this 'pool' as needed or required to conduct Association business.

B. It shall be the responsibility of the Association president to control the maintenance, usage, and records for said 'pool' time.

C. This 'pool' time is the responsibility of the Association, at no expense to the District.

D. Safety Committee and/or Joint Labor-Management meetings will not require use of said 'pool' hours.

E. Subject to scheduling conflicts, the District agrees to allow the Association to use Employer property for Association meetings.

#### Release Time for Negotiations:

Any members of the Association shall be allowed time off, with no loss of pay or any accrued leave, for any and all meetings between the District and the Association for the purpose of contract negotiations when such members are scheduled to be on duty.

#### Release Time for Grievances:

The District shall provide time off, with no loss of pay or any accrued leave, to the grievant and up to one (1) Association representative for any and all meetings between the District and the Association for the purpose of processing grievances when such members are scheduled to be on duty.

### **ARTICLE 21 – ASSOCIATION DUES DEDUCTION**

A. The Association reserves the right to cause the District to deduct dues from the salaries of Association members and promptly pay over to the proper officers of the Association the money so collected.

B. 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.

C. There shall be no restriction on the right of an employee to terminate his dues deduction authorization.

D. The Association 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.

E. 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 .

F. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues. When a member in good standing of the Association 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 Association dues.

## **ARTICLE 22 – BULLETIN BOARDS**

A. The District will furnish and maintain, in good repair, a suitable bulletin board at the Battalion Chiefs' Quarters for use by the Association in posting Association notices and other information.

B. It will be the responsibility of the Association to identify such board as the Association bulletin board.

C. The Association agrees to hold the District harmless for all materials posted upon the Association bulletin board.

D. The material posted on the bulletin board shall not be obscene, defamatory, or of a partisan political nature. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed as soon as no longer timely.

## **ARTICLE 23 – MAINTENANCE OF EXISTING CONDITIONS**

A. The District agrees to maintain the following for the duration of this Agreement:

1. The use of all public utilities in the fire station.
2. Recreational time and exercise periods subject to the approval of the immediate supervisor.
3. The right to work on personal projects and use station facilities after normal working hours, subject to approval of the immediate supervisor.
4. The provision of personal lockers with a serviceable locking mechanism.
5. The provision of kitchen appliances and cooking utensils and the prompt replacement of those items as needed.
6. The initial provision of shield and nametag.
7. The provision of release time at no loss of pay for voting privileges in any state, national, or local election.
8. The provision of potable water where applicable.

9. The District shall provide all employees a copy of the Agreement presently in effect. The District and the Association agree to share equally the cost of printing and reproduction of the Agreement.

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

1. Effective waterproofing and weather protection of roof and exterior walls and doors.
2. Plumbing facilities that conform to applicable law when installed and which are maintained in good working order.
3. A water supply approved under the law and capable of producing hot and cold running water, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the District.
4. Adequate heating facilities that conform to applicable law when installed and are maintained in good working order.
5. Electrical lighting, outlets, wiring, and electrical equipment that conformed to applicable law when installed and are maintained in good working order.
6. Floors, walls, ceilings, stairways, and railings maintained in good repair.
7. Ventilating, air conditioning, and other facilities and appliances maintained in good repair.
8. Stoves for meal preparation and dishwashers for sanitation purposes. Said appliances shall be maintained in good repair.
9. Washer and dryer for washing station towels, rags, etc.

C. In the event that repairs and/or maintenance beyond that which is commonly performed by employees become necessary, the District shall perform or otherwise arrange for the performance of such repairs and/or maintenance. The District shall perform or arrange for the performance of remodeling as needed to maintain station in good repair and in habitable condition.

## **ARTICLE 24 – GENERAL SAVINGS CLAUSE**

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

## **ARTICLE 25 – RULES, REGULATIONS, AND PROCEDURES MANUAL**

A. The District and the Union agree that the applicable Administrative Directives (AD) , Standard Operating Procedures (SOP), and - Standard Operating Guidelines (SOG) do not change or delete the articles of this agreement. The District will post all SOG's, SOP's, and AD'S on the District's designated electronic dispensary for a minimum of 6 days before the effective date and will provide said notice of change to all employees under the same terms. Notice shall be disseminated to District personnel through Target Solutions or equivalent.



B. SOG's and SOP's which involve safety will be reviewed on an annual basis. All SOG's and SOP's will be reviewed and signed by the Union President and the Fire Chief prior to SOG's and SOP's being posted. In the event the District and the Union cannot agree on a change to a SOG or SOP, and discussions have not resolved the Union's objections, the dispute shall be subject to the grievance procedure set forth in this Agreement.

C. Administrative Directive - A document to immediately create a Standard Operating Guideline due to the nature and/or urgency of the content. The AD will generally be created by recommendations from the Health and Safety Committee and/or from the Operations Committee. Union leadership will be advised and have input prior to any AD being distributed. If, for safety concerns, an AD is implemented without Union review and signature, any objection raised by the Union shall be discussed with the District. If the objection cannot be resolved, the dispute shall be subject to the grievance procedure set forth in this Agreement. AD's will be implemented immediately and disseminated to Fire Department personnel through Target Solutions or equivalent.

D. The District and the Union recognize that the matters covered by AD's, SOP's, and SOG's may include matters which are not subject to mandatory bargaining under the provisions of NRS 288, The District and the Union also recognize that these AD's, SOP's and SOG's are subject to change by the Fire Chief provided, however, that subjects of mandatory bargaining are negotiated.

E. Memorandum of Understanding (MOU) - A formal document which captures changes / modifications to existing contract or agreement language between parties mid contract. The MOU shall expire at the commencement of the next agreement, unless otherwise specified.

F. Letter of Understanding (LOU) - A formal document which clarifies the intent and/or outlines the mutual understanding of contract or agreement language between parties.

#### **ARTICLE 26 – CONSOLIDATION**

A. The District agrees to negotiate, including all provisions provided by NRS 288 and this contract within the scope of representation of the Chief Officers Association, with the Association over the impact and effects on represented employees of any decision to consolidate, merge, contract, subcontract, or any other form of transfer or placement to another entity, of any function which the Chief Officers Association has a legal interest.

B. For the purpose of this article, 'employee' is representative of those management personnel covered under Article 2 (Recognition) of this Agreement.

#### **ARTICLE 27 – JOINT LABOR-MANAGEMENT SAFETY COMMITTEE**

A. In order to address the mutual concerns of the parties on safety matters, the Association and District agree to form a Joint Labor-Management Safety Committee. The Committee is an important link in the TMFPD Occupational Safety and Health Program. It provides a vital connection in the "top-down, bottom-up" approach to developing and

maintaining a safe working environment. The Committee is hereby empowered and responsible for providing the following support:

1. Drafting new and revised safety policies and procedures.
2. Consider the concerns of and formally recommend corrective action toward personnel safety inquiries.
3. Evaluate the root cause of accidents or injuries, based upon completed reports and investigations, and propose formal conclusions and corrective actions.

B. Composition - The Committee shall be composed of four (4) appointed members, plus the Health and Safety Officer. The TMFPD Chief or Designee shall appoint one (1) member. The Chief Officers Association shall appoint one (1) member, having at least two (2) years' experience with the District. The Health and Safety Officer shall serve as chairperson to the committee.

C. Voting - The members should be considered the voting body. While consensus should be the primary goal of the Committee, decisions on the recommendations, or a tie, shall be submitted to the Fire Chief for final determination.

D. Meeting - The Committee shall meet at least quarterly, or as needed, to effectively conduct the business at hand. Agendas for each meeting shall be given to the Health and Safety Officer no later than one (1) week prior to the meeting.

E. Participation - Members and authorized participants for the Committee shall be considered as performing the normal work duties and responsibilities for their positions when on Committee business. Reasonable accommodation of work schedules shall be made by supervisors for Committee members to attend regularly scheduled meetings and complete Committee assignments insofar as it does not have an adverse impact upon station operations of safety service to the public.

## **ARTICLE 28 – SAFETY TRAINING**

The District agrees to provide training for all employees on the safety aspects of fire suppression 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.

## **ARTICLE 29 – SAFETY EQUIPMENT**

A. Protective clothing and personal safety equipment required by the District for employees in the performance of their duties shall be furnished by the District, without cost to the employee, pursuant to the following:

1. 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, Safety Manual, and/or other items mutually agreed to by the parties:
  - (a) Wildland fire clothing
  - (b) Structural fire protective coat and pants with liner and vapor barrier
  - (c) Structural and wildland fire helmets
  - (d) Goggles

- (e) Individual SCBA Mask and Regulator
  - (f) Neck shroud
  - (g) Gloves
  - (h) Suspenders, as appropriate
  - (i) Flashlight and battery
  - (j) Wildland Hot Shield
2. Protective clothing for purposes of purchase and replacement shall not include clothing or uniforms as addressed in Article 55, Clothing Allowance.

B. The District will promptly repair and/or replace such protective clothing damaged or destroyed as a result of wear and tear in the line of duty.

### **ARTICLE 30 – REPAIR/REPLACEMENT OF PERSONAL PROPERTY**

A. The District shall reimburse the employee for the cost of repairing or replacing authorized personal property which is damaged or destroyed if such personal property is lost at fires or related emergencies in the performance of his duties. The reimbursement shall be made within thirty (30) days from approval of the claim. The list of authorized personal property shall include and be limited to eyeglasses, watches, contact lenses, and any other personal items approved by the Chief.

B. Reimbursement amounts shall be limited to two hundred dollars (\$200.00) per claim and two thousand dollars (\$2,000.00) in the aggregate within the contract year.

### **ARTICLE 31 – PHYSICAL EXAMINATIONS**

A. 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.

B. 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.

- 1. 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 15, Overtime.
- 2. There shall be no loss of pay or any accrued leave to the employee.
- 3. If, as a result of the physical examination, further testing is required, any additional costs for testing shall be paid by the District.

C. An employee may elect to utilize his own personal physician to obtain an annual physical to comply with NRS 616 and 617. If an employee makes such an election, the employee shall be responsible for scheduling the examination, and such examination shall be administered while the employee is off duty. The time spent taking the examination shall be considered as hours worked, not to exceed six (6) hours.

- 1. The employee shall provide the District with the required information from such examination on or before his birthday month of each year.

2. The District shall pay for the cost of the examination with the employee's personal physician up to an amount equal to the cost of the examination with a District designated physician.

3. If as a result of the physical examination further testing is required, any additional costs for testing shall be paid by the District up to an amount equal to the cost of the examination with a District designated physician.

D. It is the responsibility of the employee to obtain an annual physical examination for the "Heart and Lung Bill" (NRS 616 and 617). The employee shall endeavor to schedule his examination during his birthday month. If this does not occur, pursuant to NRS, the District shall schedule said appointment. The District shall not schedule any appointments that interfere with previously scheduled leave times.

## **ARTICLE 32 – COMMUNICABLE DISEASE**

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

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

## **ARTICLE 33 – RELIEF AT INCIDENT**

It is the intent and desire of the District and the Association to avoid accidents and injuries on the emergency scene. Therefore, when an emergency incident requires the provision of proper relief personnel, facilities, and/or equipment (i.e. food, sanitation, and shelter), the District shall make reasonable efforts to obtain same to facilitate a safe and effective environment for those employees involved.

## **ARTICLE 34 – POLYGRAPH EXAMINATIONS**

No Association member shall be compelled to submit to a polygraph examination against his will. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to polygraph examinations. Testimony regarding whether an employee refused to submit to a polygraph examination shall be confined to the fact that, "Truckee Meadows Fire Protection District does not compel fire safety personnel to submit to polygraph examinations."

## ARTICLE 35 – GRIEVANCE PROCEDURE

### A. GENERAL

#### 1. Definitions

- a. Grievance: A grievance is a disagreement between an individual, or the Association, and the Employer concerning interpretation, application, or enforcement of the terms of this Agreement.
- b. Grievant: A District employee who is covered by the provisions of this Agreement and who is adversely affected by the matter being grieved, or the Association on behalf of an employee(s).
  - i. The Association 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.
  - ii. An employee covered by the terms of this Agreement is not precluded from acting for himself with respect to any condition of his employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of this Agreement.
- c. Day: For purposes of this procedure, a day is defined as a calendar day.

### B. PROCEDURE

- 1. Informal: The aggrieved employee shall take up the grievance with the Fire Chief within fourteen (14) days of its occurrence. The Fire Chief shall attempt to adjust the matter at the time.
- 2. If the decision of the Fire Chief does not resolve the grievance, the Association shall proceed as follows:
  - a. Step 1: Within fourteen (14) days of knowledge of the occurrence, the Association may submit a signed written grievance to the Fire Chief. Within five (5) days from the date the written grievance is received, the Fire Chief shall schedule a meeting with the Association 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 Chief shall respond in writing to the grievance within five (5) days of the date the meeting was conducted.
  - b. Step 2: Within ten (10) days following failure to settle the grievance under Step 1, the Association may submit it to the Washoe County Labor Relations Manager. Within five (5) days from the date the written grievance is received, the Washoe County Labor Relations Manager or his designee shall schedule a meeting with the Association to review and discuss the grievance for attempted resolution. If the grievance is not resolved, the Labor Relations Manager shall provide a written response to the grievance.
  - c. Step 3: Within ten (10) days following failure to settle the grievance under Step 2, the Association may submit it to arbitration.
- 3. The Arbitrator shall be selected in the manner prescribed by the Voluntary Labor Arbitration rule of the American Arbitration Association. The arbitration shall be conducted under the rules of the American Arbitration Association. The list of arbitrators, seven (7) names, may be obtained from the American Arbitration Association Fresno office. 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 Association shall strike the first name. From that point forward, the parties shall alternate striking first. With the mutual consent of the parties, expedited arbitration may be used.
- 4. The findings of this Arbitrator shall be final and binding on all parties concerned.

5. The costs of arbitration shall be borne as follows:
  - a. The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs, and data to be presented to the Arbitrator shall be borne separately by the respective parties.
  - b. The Arbitrator's fees and expenses, and the cost of any hearing room, shall be borne equally by both parties to the arbitration.
  - c. 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.
6. Failure to Act: 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.
7. 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 Chief or his designee.
8. Settlement of Grievance Outside of Arbitration: The District shall accept no grievance settled by an employee in a classification represented by the Chief Officers Association, unless said employee has received the concurrence of the Fire Chief or his designee on the settlement.

## **ARTICLE 36 – DISCIPLINARY PROCEDURES**

A. The District shall not reprimand, demote, suspend, or discharge an employee without just cause. The term "just cause" includes the concept of progressive discipline, where appropriate. 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.

1. 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. An Employee may be summarily dismissed only in the event of gross misconduct. The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior and the measures utilized will be commensurate with the deficiency to be corrected.

2. Progressive and corrective disciplinary action may begin at any of the steps defined 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 Chief. A demotion, suspension or discharge shall be administered by the Fire Chief.

- 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, but it is removed eighteen (18) months following the date on which it was given if the intervening service has been satisfactory. The Employee is required to read and sign the formal warning and has the right to appeal if the Employee thinks the warning is unjustified.

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 docked 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 months, 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) calendar days to respond to the charges, either orally or in writing.

f. The Employee or the Union, upon whom "Notice of Intent" has been served, shall have seven (7) calendar days to respond or protest to the District either orally or in writing before the proposed action may be taken.

#### B. Protest of Action:

1. The Union may protest any disciplinary action taken under this article which shall be an appeal considered and processed in accordance with Article 35 (Grievance Procedure), of this Agreement.

2. A rejection of an Employee during a probationary period is not considered disciplinary action. Probationary Employees who are rejected during their initial probationary period, as provided for under Washoe County Code Section 5.221, are not subject to the grievance procedure.

3. An Employee who is promoted and subsequently rejected during his promotional probationary period shall be returned to the lower classification from which he was promoted.

C. 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.

Upon written request of an employee to the Fire Chief, disciplinary material that has been in the employee's file for a period of eighteen months may be removed from the employee's personnel file at the discretion of the Chief, excluding those materials relating to Title VII referred to in Section D above.

D. Disciplinary materials removed from an employee's personnel file shall be maintained by the Human Resources Department as historical records of discipline imposed and for the purpose of providing a defense in any future employment litigation involving the District.

## **ARTICLE 37 – WORK HOURS**

### **A. 56-Hour Personnel:**

#### **1. 48/96 Schedule:**

(a) In accordance with the Agreement executed between the parties, the regular work day and work week 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 8:00am to 8:00am, followed by four (4) consecutive 24-hour (twenty-four) days off duty. The FLSA cycle for this schedule is a 24 day period and FLSA overtime shall be paid on the paycheck that the FLSA period ends. On an annual average, a fifty-six (56) hour week, regardless of the actual number of hours worked or on paid leave during any biweekly pay period.

2. Upon mutual agreement between the Fire Chief and the Association, nothing herein shall prevent the establishment of a trial period for alternative schedules that the parties may adopt.

3. During the normal workday 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 workday hours, the



Association and the District agree to make reasonable accommodations for training and other special needs while recognizing the necessity of rest periods.

**B. 40-Hour Personnel:**

1. The normal workweek 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) unpaid meal period and two (2) paid fifteen (15) minute breaks. The week will begin 12:01am Monday and end 12:00 midnight Sunday. Any change in the number of hours in the workday or regular workweek shall be subject to negotiation, although 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 Chief.

**ARTICLE 38 – WORKING OUT OF CLASSIFICATION**

Those employees who fill a higher position, as approved by the Fire Chief or the designee due to the absence or incapacitation of the incumbent of the higher classified position shall be entitled to an increase of 15% in salary for the hours assigned acting in such a higher position. In order to receive pay for working in a higher position, the duration of the assignment must be for a minimum of 8 hours. The employee must perform the duties and work the schedule of the higher position.

**ARTICLE 39 – POLITICAL ACTIVITY**

A. Employees may engage in political activity that is not prohibited by State laws or County code.

B. Employees will not engage in political activity while on duty or in uniform. Political activity is activity to elect or defeat any candidate, political party, or ballot issue.

C. Applicable State and Federal laws shall be followed when allowing employees to vote in the electoral process.

**ARTICLE 40 – HOLIDAYS DEFINED**

A. The District and the Association agree that legal holidays shall be considered to be as follows:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King Jr's Birthday)
3. Third Monday in February (Washington's Birthday)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. Last Friday in October (Nevada Day)
8. November 11 (Veteran's Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Day After Thanksgiving (Family Day)
11. December 25 (Christmas Day)

B. Further, any other day declared by the President of the United States to be a legal holiday or added to NRS 236.015 shall also be a legal holiday.

## **ARTICLE 41 – VACATION**

### **A. General**

1. Vacation credits shall accrue only while the employee is in a pay status. All times during which a vacation may be taken require the advance approval of the Fire Chief or his designated representative.
2. An employee shall be paid at his regular hourly rate for each hour of vacation taken. Vacation shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation taken. Vacation taken during a bi-weekly period shall be charged before vacation earned during that pay period is credited.
3. Upon termination of employment, each employee shall be compensated at his regular hourly rate for his total vacation accrued.

### **B. 56-Hour Personnel**

On the first day of the pay period following the completion of twelve (12) months of continuous service with the District, each employee working a 56-hour workweek and who is employed full-time shall be entitled to 143 hours of vacation leave credit. Thereafter, line employees working a 56-hour workweek shall accrue vacation leave benefits at the rates established below:

<b>Continuous Service</b>	<b>Bi-Weekly Earning Rate (hrs)</b>	<b>Annual Hours Earned</b>
Less than three (3) years	5.5	143
Three (3) but less than five (5) years	7.5	195
Five (5) but less than ten (10) years	9.0	234
Ten (10) years or more	11.5	299

Vacation may be accumulated from year to year not to exceed 336 hours as of the last full pay period encompassing December 31<sup>st</sup>. If an Eligible Employee has accumulated 336 hours of vacation leave at the conclusion of the pay period encompassing December 31<sup>st</sup>, the District shall annually contribute 100% of that Employees vacation leave in excess of 336 hours at his/her regular hourly rate into the Post Employment Health Plan at a conversion rate of 100% of the current hourly value of the vacation leave to be distributed in the following pay period.

### **C. 40-Hour Personnel**

On the first day of the pay period following the completion of twelve (12) months of continuous service with the District, each full-time employee working a 40-hour workweek shall be entitled to 80 hours of vacation leave credit. Thereafter, these employees shall accrue vacation leave benefits at the rates established below:

<b>Continuous Service</b>	<b>Bi-Weekly Earning Rate (hrs)</b>	<b>Annual Hours Earned</b>
Less than three (3) years	3.93	102
Three (3) but less than five (5) years	5.36	139
Five (5) but less than ten (10) years	6.43	167
Ten (10) years or more	8.21	213

1. Vacation may be accumulated from year to year not to exceed 240 hours as of the last full pay period encompassing December 31<sup>st</sup>. If an Eligible Employee has accumulated 240 hours of vacation leave at the conclusion of the pay period encompassing December 31<sup>st</sup>, the District shall annually contribute 100% of that Eligible Employee's vacation leave in excess of 240 hours at his/her regular hourly rate into the Post Employment Health Plan at a conversion rate of 100% of the current hourly value of the vacation leave, to be distributed in the following pay period.

**C. Workweek Conversion**

1. If an employee is reassigned from a 56-hour workweek schedule to a 40-hour workweek schedule, any vacation leave balance shall be converted to an equivalent amount for a 40-hour workweek by dividing the number of vacation hours by a factor of 1.4.
2. If an employee is reassigned from a 40-hour workweek schedule to a 56-hour workweek schedule, any vacation leave balance shall be converted to an equivalent amount for a 56-hour workweek by multiplying the number of vacation hours by a factor of 1.4.

**ARTICLE 42 – SICK LEAVE**

**A. An employee is entitled to use accrued sick leave only:**

1. When incapacitated to perform the duties of his position due to sickness, injury, pregnancy, or childbirth;
2. When quarantined;
3. When receiving required medical or dental service or examination;
4. 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;
5. Upon illness in the employee's immediate family where such illness requires his 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.

**B. 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, bereavement leave shall not exceed 40 continuous working hours per death for a 40-hour employee and 48 continuous working hours per**

death for a 56-hour employee. Additional time using sick leave, vacation, and/or compensatory leave may be granted upon approval of the Fire Chief or his designee.

**B. Accrual Rates**

1. Each employee working a 56 hour week shall accrue sick leave benefits at a rate of 7 hours per bi-weekly pay period, which is cumulative from year to year.
2. Each employee working a 40 hour week shall accrue sick leave benefits at the rate of 5 hours per bi-weekly pay period, which is cumulative from year to year.

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

D. If any employee does not have adequate accrued sick leave time, the Fire Chief may grant the use of accrued vacation time, compensatory leave, and/or personal leave in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.

E. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during a sick leave period shall not be counted as sick leave time. Sick leave taken during a biweekly pay period shall be charged before sick leave earned that pay period is credited.

**F. Sick Leave Conversion Benefits**

1. The employer agrees to contribute to the PEHP created in Article 49.C for employees retiring under Nevada PERS with a minimum of twenty (20) years of total service with Nevada PERS. The District will convert the following percentages of the employee's accumulated sick leave balance as follows:

Years of Service	Conversion Percentage
20	75%
21	80%
22	85%
23	90%
24	95%
25 or more	100%

2. The account is assigned a present value as of the date of retirement equal to the number of hours of accumulated sick leave multiplied by the employee's base hourly rate multiplied by the conversion percentage at the time of retirement.
3. In the event of a line of duty death, the District will convert the employee's sick leave at a conversion rate of 100%.

G. As long as an employee is in a paid status, he shall earn sick and vacation leave during the time he is on such leave. If the employee is on leave without pay, he shall not earn sick or vacation leave during the time he is on such leave.

H. 56-hour employees who use 0 to 48 hours of sick leave as of the end of the #26 pay period, or in the event of a #27 payroll period, in a calendar year shall receive 24 hours of Personal Leave credit at the end of the first full pay period the following January. Employees working a 56-hour workweek who use 49 to 56 hours of sick leave as of the

end of the #26 pay period, or in the event of a #27 payroll period, in a calendar year shall receive 12 hours of Personal Leave credit at the end of the first full pay period the following January.

I. 40-hour employees who use 0 to 32 hours of sick leave as of the end of the #26 pay period, or in the event of a #27 payroll period, in a calendar year shall receive 16 hours of Personal Leave credit at the end of the first full pay period the following January. Employees working a 40-hour workweek who use 33 to 40 hours of sick leave as of the end of the #26 pay period, or in the event of a #27 payroll period, in a calendar year shall receive 8 or 10 hours, based on the employee's normal work shift, of Personal Leave credit at the end of the first full pay period the following January.

J. Personal leave must be used by the end of pay period #26, or in the event of a #27 payroll period by pay period #27, and if not used will be forfeited. Under no circumstance, will there be any cash payment for Personal Leave credit that is not used. In order to receive this Personal Leave benefit, an employee must be in a pay status (either working or on paid leave) for all of the pay periods within a calendar year.

K. Employees shall be allowed to voluntarily transfer up to a maximum of 112 hours of their accumulated vacation leave or compensatory leave during any calendar year to another employee who has no accumulated sick leave hours, but who is otherwise eligible to take paid sick leave. Donated leave must be converted into money at the hourly rate of the donor and the money must be converted into sick leave at the hourly rate of the recipient. The maximum amount of accumulated leave transferred to any employee under the terms of this Article shall be 672 hours per calendar year. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.

L. **Workweek Conversion**

1. If an employee is reassigned from a 56-hour workweek schedule to a 40-hour workweek schedule, any sick leave balance shall be converted to an equivalent amount for a 40-hour workweek by dividing the number of sick leave hours by a factor of 1.4.

2. If an employee is reassigned from a 40-hour workweek schedule to a 56-hour workweek schedule, any sick leave balance shall be converted to an equivalent amount for a 56-hour workweek by multiplying the number of hours by a factor of 1.4.

### **ARTICLE 43 – EMERGENCY PERSONAL LEAVE**

The Fire Chief, or his designee, may approve a twenty-four (24) hour leave to an employee for emergency leave, to be used in increments of no less than one (1) hour. If approved, such leave shall be charged to either the employees accrued vacation leave, compensatory leave, or personal leave, whichever the employee chooses.

### **ARTICLE 44 – SHIFT TRADES**

Within this Agreement, shift trades shall be considered to be 'trade time' as reflected in the F.L.S.A. Employees may exchange or trade work hours or shifts provided it does not interfere with the operation of the District, subject to prior approval of the immediate

supervisor. 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.

#### **ARTICLE 45 – COURT/JURY DUTY LEAVE**

A. 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.

B. The employee shall claim any fees to which he 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.

C. Employees shall report back to work immediately upon being excused.

#### **ARTICLE 46 – MILITARY LEAVE**

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 District duties, upon his request, to meet his 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 47 – LEAVE OF ABSENCE**

A. 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.

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

C. 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 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 subsection.

D. 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.

E. The Chief or his designee may place an employee on administrative leave with or without pay during an investigation of a complaint or incident relating to his employment with the District.

F. When an employee is deployed on an out of district assignment for a minimum of 14 days and returns on their regularly scheduled shift, the employee will be given one or two days off on administrative leave with pay. If the employee returns on the first day of his regular scheduled shift he/she will be provided the remaining hours of his first shift off and the second shift off on administrative leave with pay. If the employee returns on the second day of his/her regular scheduled shift he/she will be provided the remaining hours of the shift off with administrative leave with pay. For the employee to qualify for this administrative leave with pay, the leave hours must be reimbursable back to the District from the assignment the employee was deployed.

(Revised 7-1-16)

#### **ARTICLE 48 – JOB CONNECTED INJURIES**

A. Workers Compensation - All employees shall receive all benefits in accordance with Nevada State Industrial Insurance Act, the Nevada Occupational Diseases Act, and the Occupational Safety and Health Act.

1. Modified Duty - An employee injured on the job and determined by the treating physician to be temporarily totally disabled shall be placed on industrial insurance.

The determination will be verified by the physician completing the Form C-4.

Commencing on the first day post injury, the District will pay the employee an amount equal to the difference between the insurance compensation received and 100% of the employee's premium wages until the employee is released to the Return to Work Program (Modified Duty) or the treating physician gives permanent restrictions.

2. Return to Work Program (Modified Duty) - An employee injured on the job may be employed in Temporary Work Assignments within the District. The treating physician in concert with the primary physician shall determine the duties and number of hours per day the employee is able to perform. The number of hours specified shall be considered a "work day," and the employee shall be paid one hundred percent (100%) of the employee's premium wages to include hours in Article 13 for each day worked.

a. When an employee is assigned to modified duty, time accrued and charged shall be at the 56-hour schedule for line employees and 40-hour schedule for those assigned to a forty (40) hour work week.

B. NON-OCCUPATIONAL INJURIES Light Duty

1. An employee incapacitated due to an injury, that is not work-related may, at the discretion of the Fire Chief or designee, and with the treating physician's statement of work restriction(s), be placed on light duty assignment within the District for a period up to ninety (90) days. Light duty assignments greater than ninety (90) days

shall be approved by the Fire Chief. If the Fire Chief plans to deny an employee light duty status the Union President will be notified and consulted.

- a. The employee shall meet the expectations of the light duty assignment. If the employee is not meeting the expectations of the light duty assignment, the employee, the Union, and the District shall meet and discuss the expectations. If the employee continues to not meet the expectations of the assignment, then light duty will be denied.
  - b. While on light duty, the employee shall participate in department level training or classes that other fire personnel are undergoing, as long as the class activities do not pose any risk to the employee.
  - c. When an employee is assigned to light duty, time accrued and charged shall be subject to the conversion factor between suppression and non-suppression personnel.
  - d. The employee shall be paid at their current wage for hours worked in a 40-hour workweek.
2. The District recognizes pregnancy as a normal occurrence in a woman's life and therefore establishes this policy to implement the provision of light duty assignments for female employees that are pregnant. Once notification has been made to the District of their pregnancy, the employee shall be removed from suppression duties upon their request. The employee shall have the option of being assigned to light duty or begin using their leave time.
- a. If the employee chooses to be placed onto light duty, they will be paid at their current wage for hours worked during the 40-hour workweek.

#### **ARTICLE 49 – MEDICAL PLAN**

A. The District agrees to provide a group medical plan, including health, dental and vision coverage, to full-time employees and shall pay 100 percent of the premium attributable to employee coverage under this plan during the life of this Agreement, unless amended pursuant to the parties FY 2008-2009 reopener. In the event an employee elects dependent coverage, the District shall pay 50percent of the premium for such coverage. The provider of such insurance shall be mutually agreed upon by the parties. In the event there are changes in a specific benefit or if there are inclusions or deletions of benefits, said changes shall be negotiated.

B. Unless otherwise negotiated, the Employer agrees to provide both a High Deductible Health Plan which will include a Health Savings Account (HSA) and a PPO Health Plan option.

1. HSA Option: The District will make deposits to the HSA at the beginning of the Health Plan year

C. Retiree Health Insurance.

The parties agree that for employees hired with the District on or before July 1, 2014 retiring under PERS with a total of 10 years' of District service, the District shall pay 50% of the premium for employee-only health insurance described in Paragraph A, above. With this plan, Medicare will be primary when the covered employee becomes Medicare eligible.

D. Post-Employment Health Plan (PEHP)



1. The District agrees to participate in a PEHP for Collectively Bargained Public Employees ("PEHP" or "Plan") in accordance with the terms and conditions of the Plan's participation Agreement. Local 2487 determines the Plan Administrator for the Plan or its successors, appointed in accordance with the Plan and Trust documents. The employer agrees to contribute to the Plan on behalf of the employees as provided herein.

a. Employees hired with the District on or before July 1, 2014, will have a one-time contribution of \$1,000 made by the District to the employee's PEHP account for the fiscal year ending June 30, 2020; thereafter an annual contribution of \$120 will be made by the District to the employees PEHP account.

i. The employee will pay all associated account administrative fees for the PEHP to keep the account in good standing.

b. Employees hired with the District after July 1, 2014 will have an annual contribution of \$2,880 made by the District to the employee's PEHP account.

i. The employee will pay all associated account administrative fees for the PEHP to keep the account in good standing.

c. The District will be responsible for IRS annual report filings and any fees related to the IRS filing(s).

d. For each subsequent fiscal year, the contribution shall be made in equal amounts each pay period for current employees.

2. The parties understand and agree that the IRC 501(c)(9) Plan is tax-exempt and subject to federal law and the Plan documents which describe and limit, among other items, contribution methodologies and amounts, and that changes to this Agreement may affect the tax-exempt status or otherwise negatively affect the Plan. The Parties therefore agree that prior to signing this Agreement, the Plan Administrator shall review and approve in writing any proposed and agreed to changes to this Agreement which affect the Plan in any way to assure compliance with the law and the Plan. If the Plan Administrator determines the agreed to contributions negatively affect the Plan after the Agreement has been signed, the Parties shall promptly meet and negotiate a term as similar in effect to the provision as possible.

#### E. Life Insurance.

The District agrees to provide \$25,000 of life insurance to full-time employees.

### **ARTICLE 50 – DEFERRED COMPENSATION**

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

Eligible vacation, compensatory time, and sick leave benefits shall be contributed to the PEHP for each employee at the employee's request upon retirement, in a manner consistent with the policy adopted by the Association for that year.

### **ARTICLE 51 – RETIREMENT**

A. 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.

B. The District agrees 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. The District will pay the employee portion of a PERS contribution rate increase, in lieu of a raise, during the term of the agreement.

#### **ARTICLE 52 – EDUCATION INCENTIVE PAY**

An employee shall receive payment for education as follows:

A. The maximum education compensation paid to employees pursuant to this Article shall not exceed 7% of base pay.

1. Education incentive will not be paid until a certified transcript and proof of completion of degree is provided to Human Resources, and will not be retroactive.

a. For employees employed as of August 27, 2019, this documentation shall be provided by close of business August 27, 2019 and the pay called for in this Article will be retroactive to July 1, 2019.

B. An employee who has achieved an Associate's Degree in Fire Science or Emergency Management related field from an accredited college shall receive an additional 1.5% of their base pay. In order to receive this education incentive, employees must be full-time and have successfully completed the initial probation period required at the time the employee was hired or rehired by the District.

C. An employee who has achieved a Bachelor's Degree in Fire Science, Emergency Management, Education, Engineering, Business Management, Public Administration, Chemistry, Medical Care Services related degree, or Environmental Sciences related degree from an accredited college shall receive an additional 2.5% of their base pay. In order to receive this education incentive, employees must be full-time and have successfully completed the initial probation period required at the time the employee was hired or rehired by the District.

D. An employee who has achieved certification as a National Wildfire Coordinating Group (NWCG) Division Supervisor or Type III Incident Command (IC) shall receive an additional 3% of their base pay. In order to receive this education incentive, employees must be full-time and have successfully completed their initial probation period required at the time the employee was hired or rehired by the District.

E. An employee who has achieved certification as a National Fire Academy Executive Fire Officer (EFO) or Fire Officer III shall receive an additional 3% of their base pay. In order to receive this education incentive, employees must be full-time and have successfully completed their initial probation period required at the time the employee was hired or rehired by the District.

#### **ARTICLE 53 – TRAINING COURSES AND SEMINARS**

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 Chief or his designee. If the training request is submitted less than fourteen days in advance, the Fire Chief or his designee has the authority to approve the training reimbursement request.

B. The training program must be directly related to improving the employees' proficiency in performing the assigned duties of their current position with the Truckee Meadows Fire Protection District; or otherwise directly related to the employees' career advancement within the Truckee Meadows 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 Chief. The information shall include location of 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 Chief.

1. Only full-time employees, who have completed their initial probation with the Fire District, shall be eligible for reimbursement.
2. Unless approved otherwise by the Fire Chief, or his designee, such seminars or training programs shall be taken on the employee's own time.
3. No employee shall be reimbursed for more than one thousand dollars (\$1000.00) per fiscal year for costs incurred within that fiscal year, unless otherwise approved by the Fire Chief or his designee.

D. 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 Chief, the employee shall be reimbursed for costs up to one thousand (\$1000.00) dollars, unless otherwise approved by the Fire Chief or his designee.

E. Costs for classes or training that are required to maintain an employee's current job classification will not be counted toward the one thousand dollar (\$1000.00) annual allotment.

#### **ARTICLE 54 – REIMBURSEMENT FOR MILEAGE**

A. Association members assigned as a Battalion Chief or Fire Marshal shall be issued a Command Vehicle to use during each shift. The Association member shall be allowed to have home storage of this vehicle.

B. In the event an employee is required by the Fire Chief or his designated representative to use a personal vehicle for the conduct of District business, the employee shall be reimbursed for each mile traveled at the current rate established by the current applicable IRS rate or the Board of Fire Commissioners, whichever is greater.

## **ARTICLE 55 – CLOTHING ALLOWANCE**

A. Effective July 1, 2014, each employee shall receive a clothing or uniform allowance in the amount of \$1,000 annually, payable in two (2) equal semi-annual installments on the first payday in July and the first payday in January.

B. 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 Association and the District and must be mutually agreed on before being implemented.

C. 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 type uniform.

## **ARTICLE 56 – DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE**

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, payment for sick leave cash out, payment for pro-rata longevity pay, and payment for any reimbursable expenses due the employee, shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

## **ARTICLE 57 – PERSONNEL FILES**

A. The District will maintain a personnel and health file on each employee.

B. 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 own personnel file and/or health file. However, an employee may, with proper release forms, permit his personnel file and/or health file to be reviewed by a party so authorized upon presentation of properly executed forms to the Director of Human Resources.

C. 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.

D. Only those people working in Human Resources, those people in the immediate chain of command of the employee, and the Fire Chief shall have access to an employee's files. In addition, the District'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.

E. Any derogatory materials placed in an employee's files shall be copied to the employee. The time, date, and name of the individual responsible for placing derogatory information into a file shall also be given to the employee.

F. Any employee under this policy, upon reviewing his 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 personnel file and/or health file.

G. 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.

H. Unless otherwise directed by the employee, the Association shall be notified within 5 working days of any disciplinary materials placed in an employee's files.

#### **ARTICLE 58 – CALLBACK COMPENSATION**

A. Callback compensation shall be determined for this Agreement per NRS 286.025 and the PERS Revised Official Policies.

B. Employees shall be compensated for callback worked at 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 15 (Overtime).

C. Any employee who is recalled to duty, or voluntarily responds to an emergency incident during off-duty hours and is requested by the incident commander to assist in the incident, shall be compensated at the overtime rate established above for the actual time so spent on duty with a guaranteed minimum of 2 hours regardless of having worked less than 2 hours, except as provided herein. Any employee who voluntarily reports to his duty station prior to the beginning of his assigned shift and then is called out to an emergency incident shall be paid at the overtime rate for only the actual time spent working prior to the beginning of his shift and the 2 hour minimum shall not apply.

D. Overtime and callback as a result of all emergency incidents, including out of District assignments and mutual aid, shall be paid from the moment of notification until return to the station from which dispatched including rest periods, stand-by periods, meal breaks, etc.

#### **ARTICLE 59 – SPECIALTY PAY/EMS PAY**

A. Employees may receive incentive pay as follows for:

(a) EMT-Intermediates: All personnel maintaining current EMT-Intermediate certification in the State of Nevada shall receive compensation equivalent to 3% of base pay, included in each bi-weekly payroll; or,

(b) Paramedics: All personnel maintaining current Paramedic/EMT-Advanced certification in the State of Nevada shall receive compensation equivalent to 6% of base pay, included in each bi-weekly payroll; and,

(c) Hazardous Materials Technicians: Employees who are certified as Hazardous Materials Technicians in accordance with CFR-29, SARA Title 3 and a member of the Triad HazMat team shall be paid an additional 3% assignment differential pay. Eligibility for this incentive will be dependent upon meeting the guidelines set forth in Policy to include, but not limited to, allocation among the ranks, station assignment, and current standards for training.

(d) Employees may only receive incentive pay for EMT – Intermediate or Paramedic/EMT – Advanced certification.

B. Incentive pays or any combination of incentive pays as described in this Article shall be capped at a maximum of 9%.

## **ARTICLE 60 – HOLIDAY PAY/COMPENSATORY TIME**

### **A. 56-Hour Personnel**

1. All 56-hour employees in positions which are manned on a 24 hour basis who work on a legal holiday described in Article 40 as part of their regular work schedule, or whose regularly scheduled day off falls on a legal holiday, shall receive 12 hours pay at their regular rate of pay, or 12 hours of compensatory time. Holiday credit shall not accrue until after the holiday has occurred.
2. All 56-hour employees, in order to be entitled to a legal holiday or holiday comp, must be in full pay status on their scheduled workday immediately preceding and immediately following such holiday.
3. There shall be no limit to the number of hours accrued as holiday compensatory time.
4. The parties agree that an employee may make a request of the Fire Chief to be paid for accrued holiday compensatory time to address unforeseeable financial needs incurred by the employee.
5. Upon termination of employment, each employee shall be compensated at his regular hourly rate for all holiday compensatory time accrued.

### **B. 40-Hour Personnel**

1. All 40-hour employees shall be paid ~~eight~~ 8 hours at their regular hourly rate for employees who regularly work an ~~eight~~ 8 hour shift or be paid ~~ten~~ 10 hours if the employee works a ~~ten~~ 10 hour shift for each of the holidays described in Article 40. In order to be entitled to holiday pay, an employee must be in a full pay status both the day before and the day after the holiday. If the holiday falls on a regularly scheduled workday, the employee shall be paid holiday pay and given the day off. If the employee is requested to come into work on a holiday for duties assigned, they may elect to receive pay or regular comp time to their equivalent work hours.
2. If a holiday falls on a Sunday, the Monday following shall be observed as the legal holiday; if a holiday falls on a Saturday, the Friday preceding shall be observed as the legal holiday.
3. There shall be no limit to the number of hours accrued as holiday compensatory time.
4. If a holiday is observed while the employee is on sick leave, annual leave, or other paid leave status, the employee will receive his holiday pay and the day will not be charged against sick, annual, or other paid leave credits.
5. Upon termination of employment, each employee shall be compensated at their regular hourly rate for all holiday compensatory time accrued.
6. If an employee is required to work on any of the above-named holidays and if eligible for holiday pay, he shall receive, in addition to his holiday pay, 1½ times his regular hourly rate of pay for each hour or major fraction worked, up to a maximum number of hours equal to the number of hours he is regularly scheduled for a normal work day.

C. Utilization - Any employee who has accrued holiday compensatory time may utilize holiday compensatory time off by submitting a request for leave form. Utilization shall be in accordance with the following procedure:

1. Employees may trade their holiday compensatory time with another qualified employee. Holiday compensatory time trade shall be in accordance with Article 44, Shift Trade. An employee electing to utilize holiday compensatory time trade with another qualified employee shall have their holiday compensatory time hours transferred to the employee accepting the trade.

2. Holiday compensatory time trade, as with a shift trade, is solely at the option of the employees involved and with the approval of the District. Holiday compensatory time trades shall not incur any overtime cost to the District. The hours worked in the holiday compensatory time trade shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee trades holiday compensatory time with another, and except for the actual recording of hours traded, each employee will be credited as if they had worked their normal work schedule for that shift.

D. Conversion of Workweek

1. 56-Hour Employee: If an employee is reassigned from a 56-hour workweek schedule to a 40-hour workweek schedule and said employee has accumulated holiday compensatory time hours at the time of reassignment, the amount of hours shall be converted to an equivalent number of hours for a 40-hour workweek schedule by dividing the number of hours by a factor of 1.4.

2. 40-Hour Employee: If an employee is reassigned from a 40-hour workweek schedule to a 56-hour workweek schedule and said employee has accumulated holiday compensatory time hours at the time of reassignment, the number of hours shall be converted to an equivalent number of hours for a 56-hour workweek schedule by multiplying the number of hours by a factor of 1.4.

## **ARTICLE 61 – STANDBY COMPENSATION**

A. Employees may be assigned to work standby time. Standby time shall be defined as per NRS 286.025 and the PERS Revised Official Policies; such compensation shall be in compliance with the provisions of the F.L.S.A.

B. An employee on standby shall be available for call to duty, specifically scheduled and directed by the Fire Chief or Designee. The scheduling of standby shall be fair and equitable and the procedure for such shall be contained in the Procedures Manual. 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 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.

C. Employees on standby shall be entitled to compensation at the rate of 1/4 hour of pay at their regular rate of pay. Standby time under these criteria shall not be considered as hours worked for the purpose of computing overtime. Standby time may be utilized as compensatory time as provided in Article 18, (Overtime).

D. Standby pay shall cease during the time an employee is called back to duty.

#### **ARTICLE 62 – EXECUTION DATE**

This Agreement was mutually agreed upon by the parties, ratified by the Association, 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 27<sup>th</sup> day of August , 2019.

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Vaughn Hartung, Chair  
Truckee Meadows Fire Protection District  
Board of Fire Commissioners

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Ian Satterfield, President  
Truckee Meadows Firefighters  
I.A.F.F. Local 2487  
Supervisory Unit



**APPENDIX A – SALARY SCHEDULE  
(Effective 07/01/2019)**

<u>Classification</u>	<u>Step</u>	1.5% COLA 7/1/2019 <u>FY19/20</u>	3% COLA 7/1/2020 <u>FY20/21</u>	3% COLA 7/1/2021 <u>FY21/22</u>
Division Chief	1	56.92	58.63	60.39
( <del>2912</del> <u>2080</u> Hours)	2	60.97	62.80	64.68
Police/Fire PERS	3	64.93	66.88	68.89

  

Division Chief	1	60.30	62.11	63.97
( <del>2912</del> <u>2080</u> Hours)	2	64.59	66.53	68.53
Regular PERS	3	68.79	70.85	72.98

  

Battalion Chief/Chief Officer - Logistics	1	36.97	38.08	39.22
(2912 Hours)	2	39.46	40.64	41.86
Police/Fire PERS	3	42.15	43.41	44.71

  

Battalion Chief/Chief Officer - Logistics	1	51.75	53.30	54.90
(2080 Hours)	2	55.25	56.91	58.62
Police/Fire PERS	3	59.01	60.78	62.60

  

Fire Equipment Fleet Manager	1	40.89	42.12	43.38
(2080 Hours)	2	43.14	44.43	45.76
Regular PERS	3	45.51	46.88	48.29
	4	48.01	49.45	50.93
	5	50.69	52.21	53.78