

AGREEMENT

BETWEEN

STOREY COUNTY, NEVADA

AND

**STOREY COUNTY FIRE FIGHTERS ASSOCIATION
IAFF LOCAL 4227**

JULY 1, 2005 – JUNE 30, 2010

Extended to June 30, 2011

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DEFINITIONS

Base Rate of Pay: The amount of pay the Employee is designated to receive within the salary range for the Employee's job classification, excluding any additional types of pay.

Days: Shall mean Storey County working days – Monday through Friday, excluding holidays – unless otherwise stated.

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

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

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

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

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


Bargaining Unit Members: This is inclusive of all Union and Non-Union employees as identified in Article 1: Recognition; Specifically Job Classes.

Effective the 18th day of November, 2009


Upon approval, the above language shall be amended into the Agreement between Storey County Government and Storey County Fire Fighters Association, IAFF Local 4227 dated July 1, 2005 through, June 30, 2010.

Storey County Government


Storey County Fire Fighters Association
IAFF Local 4227




Patrick Whitten, Date
County Manager 11/18/09



Victor Yohey, Date
President 11/17/09



Holli Kiechler, Date
Human Resources 11/18/09



Gary Hames, Date
Fire Chief 11-17-09

ARTICLE 1. RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive bargaining agent for all Employees in the Supervisory and Non-Supervisory bargaining units engaged in fire prevention and suppression in the Storey County Fire Department. The bargaining agent, Storey County Fire Fighters Association IAFF Local 4227, represents both the Supervisory and the Non-Supervisory bargaining units.

2. The following job class(es) shall be covered by this Agreement:
 - (a) Senior Fire Fighter / EMT II – Non-Supervisory Unit

 - (b) Senior Fire Fighter / Paramedic – Non-Supervisory Unit

 - (c) Fire Captain EMT II – Supervisory Unit

 - (d) Fire Captain / Paramedic – Supervisory Unit

3. In the event the Employer creates a new job classification that will be placed in either bargaining unit or amends the job requirements of an existing job classification within either bargaining unit, the Employer will notify the Union as to their intended action and allow Union input prior to adoption. Where the proposed changes or change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request from the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.

ARTICLE 2. MANAGEMENT RIGHTS

1. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:
 - (a) The right to hire, direct, assign or transfer an Employee, but excluding the right to assign or transfer as a form of discipline.
 - (b) The right to reduce in force or lay off any Employee because of lack of work or lack of funds, subject to Paragraph (v) of Subsection 2 of NRS 288.150.
 - (c) The right to determine:
 - (1) Appropriate staffing levels and work performance standards, except for safety considerations;
 - (2) The content of the work day, including without limitation workload factors, except for safety considerations;
 - (3) The quality and quantity of services to be offered to the public; and
 - (4) The means and methods of offering those services.
2. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

3. The Employer shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its Employees.

4. The Employer may, but is not expected to, negotiate matters which are outside the scope of mandatory bargaining, but it is not required to negotiate such matters.

ARTICLE 3. SALARIES

1. Biweekly Salary – All Employees will be paid on each biweekly Friday, with salary computed through the preceding Sunday. The amount of pay will be one-twenty-sixth (1/26) of regular annual salary regardless of the number of hours on duty for that period, provided that the Employee is on duty as scheduled or on authorized paid absence.

Senior Fire Fighter/EMT Intermediates shall be given a 2.5% cost of living increase effective July 1, 2008 and July 1, 2009. The two (2) step merit increase system shall be amended to have three (3) steps for the position of Senior Fire Fighter/EMT Intermediate. The second step, of the 2007/08 salary schedule, shall become the first step in the new salary schedule effective July 1, 2008. Each step will have a 6% increase differential. Employees hired prior to March 1, 2008 shall be moved to step two effective July 1, 2008 and step three effective July 1, 2009. The first step will be for the probationary period of twelve (12) months for employees hired after March 1, 2008 and shall then be given step increases in accordance to their anniversary date. Refer to the salary schedule set forth in appendix A of this agreement beginning July 1, 2008.

Senior Fire Fighter/Paramedics shall be given a 2.5% cost of living increase effective July 1, 2008 and July 1, 2009. The one (1) step merit increase system shall be amended to have three (3) steps for the position of Senior Fire Fighter/Paramedic. The first step, of the 2007/08 salary schedule, shall become the first step in the new salary schedule effective July 1, 2008. Each step will have a 7.1% increase differential. Employees hired prior to March 1, 2008 shall be moved to step two effective July 1, 2008 and step three effective July 1, 2009. The first step will be for the probationary period of twelve (12) months for employees hired after March 1, 2008 and shall then be given step increases in

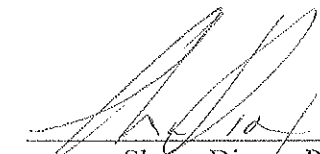
accordance to their anniversary date. Refer to the salary schedule set forth in appendix A of this agreement beginning July 1, 2008.

Fire Captain/EMT II shall be given a 2.5% cost of living increase effective July 1, 2008 and July 1, 2009. The one (1) step merit increase system shall be amended to have three (3) steps for the position of Fire Captain/EMT II. The first step, of the 2007/08 salary schedule, shall become the first step in the new salary schedule effective July 1, 2008. Each step will have a 2.7% increase differential. Employees hired prior to March 1, 2008 shall be moved to step two effective July 1, 2008 and step three effective July 1, 2009. The first step will be for the probationary period of twelve (12) months for employees hired after March 1, 2008 and shall then be given step increases in accordance to their anniversary date. Refer to the salary schedule set forth in appendix A of this agreement beginning July 1, 2008.

2. FLSA overtime shall be computed on a fourteen (14) day cycle and shall be paid on each biweekly Friday. (E. g. A line Employee scheduled to work on an annual average of a fifty-six (56) hour week will be paid one-half (1/2) times their regular hourly rate for 6 hours.)
3. Fire Captain/EMT II shall be granted \$600 annually to assist in maintaining their education if they choose to be certified as a Paramedic level of EMT. These payments shall be made twice annually and incorporated into the same time frames as their uniform allowance. Each yearly allowance shall be paid in two (2) equal lump sum payments, one on the first pay period in June of each year and the second on the first pay period of December of each year. The Fire Captain who is certified as a Paramedic shall be allowed to fill vacancies as a Firefighter/Paramedic for overtime purposes. This will be offered to the Fire Captain/EMT II after going through the overtime list and not being able to fill the vacancy. When this occurs the Fire Captain shall be

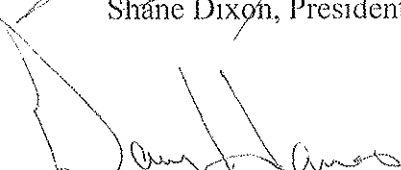
paid at a step 2, Firefighter/Paramedic overtime rate, with a 2.5% incentive factor calculated. For 2008/09 and 2009/10 the hourly overtime rate shall be \$28.97

Tentative Approval:



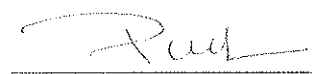
Shane Dixon, President

6-1-2008
Date



Gary Hames, Fire Chief

6-1-2008
Date



Pat Whitten, County Manager

6/2/08
Date

ARTICLE 5. OVERTIME COMPENSATION

1. Employees may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours.

Line Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the base rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.

(b) Eight-hour Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the base rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.

(c) Overtime will be earned in increments of one-quarter (1/4) hours.

2. Overtime will be added to the payroll for the period during which the overtime is performed. If time is lost during the regular work week for unexcused absence, then overtime pay shall not prevail until the overtime hours worked exceed the unexcused absence hours. It is understood that nothing in this Article shall require payment for overtime hours not worked. All overtime must have previous authorization of the Supervisor or Fire Chief if compensation therefore is to be affected.

3. Line Employees required to remain on duty beyond their regular shift for emergencies such as an aircraft incident, multiple alarms, natural disaster, civil disorder, and the like shall be compensated at a rate of one and one-half (1-1/2) times the Employee's base rate of pay for such overtime hours worked; and eight-hour Employees shall be compensated at a rate of one and one-half (1-1/2) times the Employee's base rate of pay for such overtime hours worked.

4. Line Employees required to perform work outside Storey County for emergencies such as an aircraft incident, multiple alarms, natural disaster, civil disorder, and the like shall be compensated at the rate of two and one-tenth (2-1/10) times the base rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.

5. Overtime shall be paid to any Employees who are required or requested by the Supervisor or Fire Chief to attend training sessions, seminars, conferences, etc. Overtime shall be paid for all travel time, including any early arrival time required at airports, train stations, bus depots, etc. Overtime shall be paid for all time spent attending the actual training session, seminar, conference, etc. Employees shall be covered for any compensable injury/illness covered by Workers' Compensation for the entire time the Employee is away from home, regardless of activity. Employees shall not be required to pay any out of pocket expenses for training sessions, seminars, conferences, etc.

6. Overtime shall be filled by bargaining unit members. For the purposes of overtime to fill vacancies, an overtime/call-back list shall be developed by the Union and the Fire Chief.

The list shall consist of all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be incorporated into the list. The initial eligibility list will be established with the Employee with the most full time continuous service with the Employer.

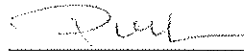
Vacancies shall be filled by calling back bargaining unit members. Bargaining unit members shall be called back from the list in a rotation procedure agreed to by the parties. Mandatory overtime may be required in the event Employees are not available to fill vacancies. Mandatory overtime may require the overtime/call-back lists to be commingled.

Effective the 18th day of November, 2009

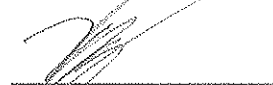
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Storey County Government


Storey County Fire Fighters Association
IAFF Local 4227



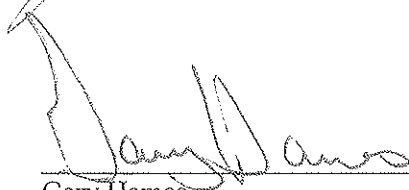
Patrick Whitten, Date
County Manager 11/18/09



Victor Yohey, Date
President 11/17/09



Holli Kiechler, Date
Human Resources 11/18/09



Gary Hames, Date
Fire Chief 11-17-09

ARTICLE 6. CALL BACK

Any Employee who is called back by his/her supervisor or the Fire Chief to work during hours outside his/her regularly scheduled straight time hours, which hours will not about his/her regularly scheduled shift hours, will receive a minimum of two (2) hours' pay at the applicable hourly rate.

Call back for line Employees will be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.

Call back for eight-hour Employees will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.

Contributions shall be made to the Public Employees' Retirement System (PERS) on call back pay if the employee returns to work with twelve (12) hours' or less notice.

Line Employees called back for emergencies such as multiple alarms, natural disasters, civil disorders, and the like shall be compensated at a rate of two and one-tenth (2-1/10) times the Employee's base rate of pay for such call back hours worked (Example: if the employee is called back during these types of incidents, to cover a station, and not go to the incident, than they receive 1.5 call back rate. If the employee goes to the incident than they shall receive 2 1/10 call back pay); and eight-hour

Employees shall be compensated at a rate of one and one-half (1-1/2) times the Employee's base rate of pay for such call back hours worked. Call-back shall be filled by **bargaining-unit members** For the purposes of call-back to fill vacancies, an overtime/call-back list shall be developed by the Union & the Fire Chief.

The list shall consist of all **bargaining unit members** who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be incorporated into the list. The initial eligibility list will be established with the Employee with the most full time continuous service with the Employer.

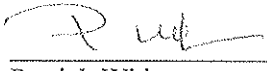
Vacancies shall be filled by calling back bargaining unit members. Bargaining unit members shall be called back from the list in a rotation procedure agreed to by the parties.

Effective the 10th day of November, 2009

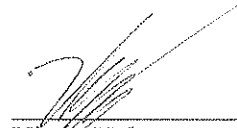
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Storey County Government

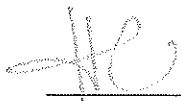
Storey County Fire Fighters Association
IAFF Local 4227



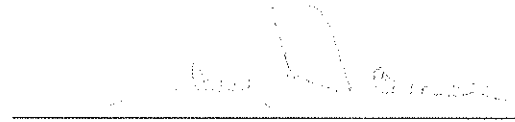
Patrick Whitten, 11/12/09
County Manager Date



Victor Yohey, 11/13/09
President Date



Holli Kiechler, 11/13/09
Human Resources Date



Gary Hames,
Fire Chief Date

ARTICLE 7. VACATION

1. Line Employees will be granted vacation benefits as follows:

Years of Continuous Service	Vacation Earning Rate Biweekly Pay Period
Less than 5 years	7.39 hours (8/24 Hr. Shifts)
5 years but less than 10 years	8.31 hours (9/24 Hr. Shifts)
10 years but less than 15 years	9.23 hours (10/24 Hr. Shifts)
15 years but less than 20 years	10.16 hours (11/24 Hr. Shifts)
20 years or more	11.08 (12/24 Hr. Shifts)

Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours.

2. Eight-hour Employees will be granted vacation benefits as follows:

Years of Continuous Service	Vacation Earning Rate Biweekly Pay Period
Less than 5 years	5 hours
5 years but less than 10 years	6.15 hours
10 years but less than 15 years	7.0
15 years but less than 20 years	8.0
20 years or more	9.0

Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours.

3. Hours of vacation may be accumulated, provided that no Employee may accumulate earned vacation in excess of the number of vacation hours allowed for twenty-four (24) months in the service of the Employer and not more than this number of vacation hours may be taken within any calendar year, subject to staffing requirements. The annual accrual cap shall be based on calendar year and leave shall cease to accrue on January 1 of each year. An Employee shall be paid at his/her regular hourly rate for each hour of vacation time taken. Vacation taken during a biweekly period shall be charged

before vacation earned during that pay period is credited. Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted against vacation hours.

4. Employees voluntarily separated from the Employer shall lose all rights for computing prior service upon reemployment by the Employer.
5. Upon termination of employment, each Employee shall be compensated at his/her regular hourly rate for his/her total vacation hours accrued, subject to the limitations in Section 3 of this Article.
6. The Fire Chief shall establish a list showing seniority within the Fire Department to be used for vacation scheduling. The list shall be brought up to date annually and posted on the Fire Station bulletin boards. There will be no more than one (1) Employee granted vacation time on the same shift without approval of the Fire Chief.
7. Vacation preferences shall be granted in order of seniority. For purposes of this Article, seniority shall be based on total full-time service with the County.
8. Employees shall request vacation leave by providing a minimum of fourteen (14) calendar days' notice. An exception to this fourteen (14) calendar day requirement may be granted by the Fire Chief or his/her designee after considering the circumstances that warrant such exception and the convenience and conventionality of the department.
9. For purposes of this Article, seniority shall be based on time in County service.

ARTICLE 8. SICK LEAVE

1. Sick leave hours shall accrue for each pay period the Employee is in full pay status for a majority of the Employee's regularly scheduled biweekly hours. Line Employees covered by this Agreement shall earn seven (7) hours of sick leave per biweekly pay period. Eight-hour Employees covered by this Agreement shall earn four and sixty-two hundredths (4.62) hours of sick leave per biweekly pay period.

2. Sick leave shall be granted when the Employee is incapacitated due to illness, injury, pregnancy, or childbirth. Sick leave shall be granted when the Employee is quarantined, receiving required medical or dental services or examinations, or upon injury or illness of the Employee's spouse, children, parents, or any other legal dependent, or in the event of the death of the Employee's spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependents, and the Employee must notify the immediate supervisor prior to taking such leave. If an Employee does not have adequate accrued sick leave time, the Employee may be granted the use of other accrued leave time, if any, in lieu thereof. In no case, however, will sick leave time be used or granted as vacation time.
 - (a) In all cases, the Employer's Family and Medical Leave Act (FMLA) provisions shall apply as a minimum. At no time are Employees required to use accrued leave benefits simultaneous to the use of FMLA.

3. Employees may donate sick leave time to those Employees that do not have adequate accrued sick leave time as provided in subsection 7 of this Article.

4. Sick leave shall be charged on the basis of actual time used to the nearest quarter (1/4) hour. Holidays occurring during sick leave periods shall not be counted as sick leave time. Sick leave taken during a biweekly period shall be charged before sick leave earned that pay period is credited.

5. An Employee requesting sick leave lasting longer than three continuous work shifts may be required to provide the Fire Chief with evidence acceptable to the Fire Chief to substantiate the request if required. If a physician's visit is required as a result of this request, it shall be on County time.
6. Upon termination of employment, other than for cause, each employee shall be compensated for his/her total sick leave hours accrued up to a maximum of one thousand three hundred thirty-three (1,333) hours for Line Employees and nine hundred fifty-two (952) hours for Eight-hour Employees at the following rates:

Sick Leave Buy Out	
<u>Years of Continuous Service</u>	<u>Rate of Pay</u>
5 years but less than 10 years	20.0¢ on the Dollar
10 years but less than 20 years	35.0¢ on the Dollar
20 years or more	50.0¢ on the Dollar

7. Catastrophic Leave
 - a. Definitions – Catastrophe means the Employee is unable to perform the duties of his/her position or a modified duty assignment because of a serious illness or accident which is life threatening or which will require a lengthy convalescence. Lengthy convalescence means a period of disability that an attending physician expects to exceed ten (10) weeks. Catastrophic leave may not be used when the subject of the catastrophe is a member of the Employee's family. Catastrophic leave is limited to catastrophes which befall the Employee.
 - b. Request for Catastrophic Leave
 - (1) An Employee who is himself/herself affected by a catastrophe as defined in paragraph (a) may request, in writing, that a specified number of hours of catastrophic leave be granted.

(2) The request must include:

(i) The Employee's name, title, and classification, and

(ii) A statement from a medical doctor certifying the limitations which prevent the Employee from being available for work and the expected duration of the limitations.

(3) An Employee may not receive any leave from the catastrophic leave account until s/he has used all his/her accrued annual, sick, and other paid leave. If an Employee has requested leave from the catastrophic leave account within the previous three (3) years, the Employee may not receive any leave from the catastrophic leave account until s/he has been off work for forty (40) consecutive hours and has used all his/her accrued sick, annual, and other paid leave.

(4) An Employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.

c. Establishing the Catastrophic Leave Account

(1) The Fire Chief may establish an account for catastrophic leave at the request of a Fire Department Employee. All covered Employees of the Fire Department who are eligible to use sick leave may use catastrophic leave and/or donate to catastrophic leave. Donations to and withdrawals from this account are restricted to covered Employees of the Fire Department.

(2) A donating Employee may request, in writing, that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account.

- (3) Sick leave will be transferred at the rate of one hour for one hour credit donated consistent with the provisions of NRS 245.210. Donated time will be converted to a dollar amount based upon the donating Employee's current base hourly rate of pay. When an Employee is given leave, the catastrophic leave account will be reduced by an amount determined by multiplying the receiving Employee's current base rate of pay by the number of hours received.
 - (4) The minimum number of hours that may be transferred is eight (8) hours. An Employee may not transfer sick leave to the account for catastrophic leave if the balance of his/her account after the transfer is less than three hundred thirty-six (336) hours. Leave will be placed in a pool; however, the Employee may transfer hours to the catastrophic leave account for use by a particular Employee who has been determined to be eligible to receive the leave.
 - (5) Any hours of annual or sick leave that are transferred from any Employee's account to the catastrophic leave account may not be returned or restored to that Employee. This subsection does not prevent the Employee from receiving leave pursuant to section 7 (b) of this Article.
- d. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used
- (1) The Fire Chief or his/her designee shall review the status of the limitations of the Employee and determine when the limitations no longer exist, based on appropriate medical review.
 - (2) The Fire Chief or his/her designee shall not grant any hours of leave from the catastrophic leave account after
 - (i) The limitations cease to exist, or
 - (ii) The Employee who is receiving the leave resigns or his/her employment with the County is terminated.

- (3) Any leave which is received from the catastrophic leave account which was not used at the time the limitations cease to exist or upon the resignation or termination of the employment of the Employee must be returned to the catastrophic leave account.
- e. Maintenance of Records on Catastrophic Leave – The County shall maintain the records and report to the Union any information concerning the use of catastrophic leave account.
- f. Substantiation of Limitations – The Fire Chief or his/her designee may require written substantiation of the limitations and expected duration by a physician of his/her choosing. Said physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the County. Visits to said physician shall be on County time.

ARTICLE 9. HOLIDAYS

1. Regular paid holidays are:

New Year's Day (January 1)

Martin Luther King's Birthday (Third Monday in January)

Washington's Birthday (Third Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

Nevada Day (Last Friday in October)

Veteran's Day (November 11)

Thanksgiving Day (Fourth Thursday in November)

Day after Thanksgiving (Friday following the fourth Thursday in November)

Christmas Day (December 25)

Employee's Birthday and any other day observed as a holiday by the Employer and declared a holiday by the governor of the State of Nevada and/or the President of the United States.

2. Each line Employee shall receive twelve (12) hours' pay and each eight-hour Employee shall receive eight (8) hours' pay at his/her regular rate in those periods in which a holiday occurs, whether the Employee works or is off on the actual holiday.

3. Designated Holidays -- Eligibility Requirements:

a) Holiday pay benefits apply to all regular Employees.

b) An Employee who is on paid leave of absence will be eligible for holiday pay for a designated holiday observed during the leave of absence.

- c) An Employee scheduled to work on a designated holiday who does not report and is not excused will forfeit the holiday pay premiums.
 - d) In order to receive holiday pay, an Employee must be in pay status their scheduled work day immediately before and their scheduled work day immediately after the holiday.
4. Should a line Employee be required to work overtime on a holiday, s/he shall receive one and one-half (1-1/2) times his/her regular straight time pay for each hour worked, in addition to the twelve (12) hours received as holiday pay. There shall be no compounding of the applicable overtime pay.
5. Should any eight-hour Employee be required by order of his/her supervisor or the Fire Chief to work on any of the above-named holidays, in addition to this holiday pay, s/he shall receive overtime at the rate of one and one-half (1-1/2) times each hour or major fraction thereof worked.

ARTICLE 10. ESTABLISHMENT OF NEW CLASSIFICATIONS

The Employer reserves the right to establish new classifications which 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 Union President of all changes to the job classifications covered by this Agreement.

ARTICLE 11. SENIORITY

1. The Fire Chief shall establish a list showing seniority based on full-time continuous service with the County and full-time continuous service in his/her current position within the Fire Department, and it shall be brought up to date annually and posted on the Fire Station bulletin boards.
2. Seniority shall be based on total full-time continuous service within the Storey County Fire Department, except as otherwise provided in this Agreement.
3. A break in service of less than ninety (90) days or a break in service due to a personnel reduction shall not be considered as a break in continuous full-time service, but shall not count toward full-time service.

ARTICLE 12. NON-DISCRIMINATION

It is a prohibited practice for a local government employer or its designated representatives, willfully, to discriminate because of race, color, religion, sex, sexual orientation, age, creed, disability, national origin, or because of political or personal reasons.

ARTICLE 13. SAFETY AND HEALTH

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

8. The Employer and represented Employees shall comply with all laws, including Nevada OSHA, regulations, and ordinances relating to the Fire Department.

9. Recognizing issues of safety related to the fire department, all personnel working on the line shall meet the same standards, including but not limited to NFPA, ANSI, NRS and NAC.

ARTICLE 14. BULLETIN BOARDS

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

ARTICLE 15. WORK RULES

1. The Employer may adopt rules and regulations consistent with the Nevada Revised Statutes and this Agreement. In addition to any other legal requirements (including NRS 288), no rule, regulation, or amendment or cancellation thereof shall become effective until discussed with the Union President to receive input prior to implementation. Where a change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request of the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.
2. The parties agree that all directives, bulletins, policy procedures, operational notices, and other materials relating to the Fire Department's operational policies and procedures shall be issued in a manner of proper index, consecutive number and date of issue and located in an area designated for such material. Said information shall be updated on a regular, recurring basis, as needed, but no less than annually.

ARTICLE 16. UNION BUSINESS

1. One (1) member of the Union shall be granted leave from duty with full pay for a reasonable number of meetings between the Employer and the Union for the purpose of negotiating the terms of the Agreement when such meetings take place at a time when such members are scheduled to be on duty.

2. One (1) member of the Union Grievance Committee, one (1) aggrieved employee and any witness shall be granted leave from duty with full pay for all meetings between the Employer and the Union for the purpose of processing grievances and attending hearings when such meetings take place at the time when such members are scheduled to be on duty.

3. Subject to scheduling conflicts, the Employer agrees to allow the Union to use Employer buildings for Union meetings.

ARTICLE 17. UNIFORM ALLOWANCE

1. The Employer shall provide two sets of structural firefighting pants and coats turnouts and standard safety equipment needed by the Employee and agreed to by the Safety Committee. In addition, the Employer will replace turnouts and safety equipment on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated.
2. The uniforms, turnouts and safety equipment will conform to all current safety standards such as, but not limited to, NFPA, OSHA, NIOSH and FEMA, etc.
3. The Employer shall provide each Employee a uniform allowance of Seven Hundred Dollars (\$700.00) during fiscal year 2005/2006 for the purchase of new uniforms. The uniform allowance shall thereafter be increased to Eight Hundred Fifty Dollars (\$850.00) during fiscal year 2006/2007, and to One Thousand dollars (\$1,000.00) during fiscal years 2007/2008, 2008/2009 and 2009/2010. Each yearly allowance shall be paid in two (2) equal lump sum payments, one on the first pay period in June of each year and the second on the first pay period of December of each year.
4. The Employer shall provide two (2) washers and one (1) dryer at each career staffed station. One washer shall be designated for non-contaminated items, and one washer shall be designated for contaminated items.
5. The Employer shall be responsible for the cleaning of all uniforms contaminated by any materials requiring decontamination that are not replaced as provided in Section 1 of this Article.
6. The Employer shall reimburse the Employee for the cost of repairing or replacing personal property which is lost, damaged, or destroyed at fires or related emergencies in the performance of his/her duties. The reimbursement shall be made within thirty (30) days from approval of the claim. The list of personal property shall include and be limited to prescription eyeglasses, including non-disposable contact lenses, watches, and multi-purpose tools (e.g., Leatherman, Gerber).

Any claims will be submitted to the Safety Committee for review and approval or denial. Reimbursement amounts shall be limited to One Hundred Twenty-Five Dollars (\$125.00) per claim for prescription eyewear, Fifty Dollars (\$50.00) per claim for watches and multi-purpose tools, and Two Hundred Fifty Dollars (\$250) in aggregate within the contract year.

ARTICLE 18. JURY DUTY

1. Any Employee receiving notice of jury duty shall submit a copy of the notice to his/her supervisor promptly and shall work as much of his/her regularly scheduled shift as possible. When possible, employees shall report for their regularly scheduled shift prior to and following jury duty. Employees will be released to report for jury duty allowing sufficient time to travel to the jury site.
2. Employees appearing for jury duty shall receive their regular pay for the period of absence caused by jury duty. If employees receive a fee for such service performed during paid working hours, said fee must be turned over to the Storey County Treasurer. However, said employee may retain any travel or expense reimbursement.

ARTICLE 19. ON-THE-JOB INJURY

1. In the event an Employee is absent from work due to an on-the-job injury, illness, or occupational disease which is accepted by the Workers' Compensation carrier, Storey County shall pay that Employee the difference between awarded Temporary Total Disability (TTD) or Temporary Partial Disability (TPD) payments and the Employee's regular, base rate of pay for his/her current position, calculated at an average of one hundred twelve (112) hours per pay period. An Employee will be eligible for this supplemental compensation for a period of one hundred twenty (120) calendar days, which may be extended an additional sixty (60) calendar days, for each separate and unique injury, illness, or occupational disease unless the following provisions apply:

- a. The Employee is able to perform his/her regular duties;
- b. The Employee is able to perform temporary alternative duties in the Fire Department; or
- c. The Employee becomes qualified to receive permanent disability compensation, whichever event occurs first.

Payment of supplemental compensation will be applied retroactively to the first day of eligibility for TTD or TPD. During such period, the Employee will accrue sick and vacation benefits as if s/he were in full pay status. Further, during such period, Storey County will continue its full contribution toward the Employee's group medical insurance coverage. The Employee may remain in full pay status by endorsing his/her Workers' Compensation TTD/TPD check over to Storey County. Storey County will then pay the Employee an amount equal to the TTD/TPD payment and the supplemental compensation.

- (a) Storey County recognizes that an Employee must be on medically certified leave from work for at least five (5) days due to an accepted on-the-job injury, illness, or occupational disease, before

s/he is eligible for TTD/TPD. Under these circumstances, Storey County will pay an Employee his/her full regular salary for up to the first five (5) days of absence. If an Employee subsequently becomes eligible for TTD/TPD for these days, s/he will endorse that Workers' Compensation check over to Storey County.

(b) Employees performing temporary alternative duties in the Fire Department may work an altered schedule, dependent upon their medical restrictions and the alternative duty assignment.

Employees will remain in full pay status while performing alternative duties in the Fire Department, even if their medical restrictions call for less than a full day of work. Employees working temporary alternative duties will continue to accrue sick and vacation benefits, as they are in full pay status. Storey County will also continue its full contribution toward the Employee's group medical insurance. If an Employee receives TTD/TPD for these days, s/he will endorse that Workers' Compensation check over to Storey County.

2. If an Employee continues to be absent from work due to an on-the-job injury, illness, or occupational disease after receiving supplemental compensation one hundred eighty (180) calendar days or the conditions of Section 1 of this Article have not been met, the Employee shall be placed or may continue to remain in a full pay status for an additional one hundred twenty (120) days by using accrued sick, or vacation, at the rate of one-third (1/3) the amount charged per shift in conjunction with TTD/TPD payments. Storey County shall then pay the Employee an amount equal to the difference between utilized sick, vacation, and/or comp leave and TTD/TPD payments and the Employee's regular, base rate of pay for his/her current position, calculated at an average of one hundred twelve (112) hours per pay period. An Employee may elect to endorse his/her TTD/TPD check over to Storey County in exchange for his/her full paycheck as set forth above.

3. If an Employee continues to be absent from work due to an on-the-job injury, illness, or occupational disease after the time periods set forth in 1 and 2 above, the Employee may continue to remain in a full pay status by using accrued sick, vacation, and/or comp time in conjunction with TTD/TPD payments. An Employee may elect to endorse his/her TTD/TPD check over to Storey County in exchange for his/her full paycheck as set forth above.
4. If the Employee exhausts all of his/her accrued sick, vacation, and/or comp time, the Employee may apply for, or be placed on, a medical leave of absence without pay for up to the maximum period specified under Article 40, Section 3. a.
5. Employees with an on-the-job injury which has been accepted by Storey County's Workers' Compensation carrier who are found ineligible for TTD/TPD by the Workers' Compensation carrier or a hearing/appeal agency are ineligible for supplemental compensation. These Employees may apply for paid or unpaid sick or medical leave as specified under the provisions of Article 8, Sick Leave or Article 40, Leaves of Absence. If all paid and/or approved unpaid leave has been exhausted, the Employee shall immediately file all necessary paperwork to initiate the retirement process. If applicable, alternative duties in the Fire Department may apply. The Employee, Storey County, and the Union shall work to expedite the retirement process.
6. Should an Employee be rated by the Workers' Compensation carrier with a permanent partial disability or a permanent total disability that leaves the Employee unable to perform all of the essential functions of his/her current position, the Employee shall immediately file all necessary paperwork to initiate the retirement process. The Employee, Storey County, and the Union shall work to expedite the retirement process.

ARTICLE 20. MILITARY LEAVE

1. Any Employee who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces, shall be relieved from his/her duties, upon request, to serve under orders on training duty without loss of pay or accrued leave time for a period not to exceed three (3) calendar weeks (eight [8] shifts/one hundred ninety-two [192] hours) in any one fiscal year, and as provided by state and federal laws without loss of seniority.
2. In the event of military activation by either the Governor of the State of Nevada or the President of the United States for any period of time, the Employee shall be allowed to resume his/her normal duties without a loss of classification or seniority, upon return to duty, provided the Employee returns to duty within the timeframe established by federal law.

ARTICLE 21. POLITICAL ACTIVITY

1. Employees may engage in political activity that is not prohibited by state laws.
2. Employees will not engage in political activity while on duty or in uniform. Political activity, for the purposes of this section of Article 21, is activity to elect or defeat any candidate, political party or ballot issue.
3. Applicable state and federal laws shall be followed when allowing employees to vote in the electoral process.

ARTICLE 22. RETIREMENT

The Employer will pay one hundred percent (100%) of all retirement contributions for Employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of Chapter 286 of NRS in respect to "Early Retirement."

ARTICLE 23. PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION

Progressive and corrective disciplinary action is designed to provide a fair and structured way for Employees to improve their job performance and/or behavior which does 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 Employer, through a progressive and corrective discipline system, to give Employees an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. An Employee may be summarily dismissed (i.e. instant dismissal without notice) only in the event of gross misconduct or as circumstances warrant.

The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior, and the measures utilized will be commensurate with the deficiency to be corrected.

2. Progressive and corrective disciplinary action may begin at any of the steps defined below, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions.
 - a. Verbal Warning/Reprimand – A verbal warning or reprimand is given to the Employee for the first occurrence of a minor offense. The warning is administered by the Employee’s immediate supervisor or the Fire Chief.
 - 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 is administered by the Employee’s immediate supervisor or the Fire Chief. It states the nature of the offense and specifies any

future disciplinary action which will be taken against the Employee if the offense is repeated within a specified time limit. A copy of the written warning is placed in the Employee's personnel file, but it is destroyed not later than fifteen (15) 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

1. If the seriousness of the offense warrants or despite previous warnings, an Employee still fails to reach the required standards in the specified time frame, the Employee may be suspended without pay. 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 ten (10) shifts for line personnel and one (1) to twenty (20) days for eight (8) hour personnel.
2. 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 Fire Department business. 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).

3. Dismissal -- An Employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be terminated. In the case of a serious infraction (gross misconduct), an Employee may be summarily dismissed (i.e. instant dismissal without notice) without benefit of the progressive and corrective discipline's sequence of lesser actions.

4. Notice of Suspension or Dismissal -- All notices of suspension, involuntary demotion, or dismissal shall be given to the Employee, in writing, specifying the action to be taken and the grounds upon which the action is based. The specification of charges shall include a statement of the job performance and/or behavior which does not meet the standards or demands of their position. The notice shall include a statement that the Employee has five (5) working days to meet with the Fire Chief to discuss the proposed action. The specification of charges shall be signed by the Fire Chief or his/her designee. The Fire Chief shall not suspend, involuntarily demote, or dismiss an Employee without giving ten (10) working days' notice prior to the action being taken.

The Fire Chief may serve notice upon an Employee by mail or personal service. If mailed, notice shall be mailed to the Employee at his/her last known address by certified mail, return receipt requested. Receipt shall be deemed the date of first attempt of delivery as indicated on the return receipt. Should notice be returned to sender, receipt shall be deemed to be on the third day after the date of mailing of the notice.

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

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

5. Appeals of Disciplinary Actions – Within ten (10) days of the date that disciplinary action of written reprimand, suspension without pay or dismissal is implemented by the Fire Chief, the Union may appeal said disciplinary action to arbitration as provided in Article 25. Grievance Procedure, 3. Formal Levels, (c) Level 3.
6. Failure of the County or its designee to follow the steps or procedures outlined in this Article may be cause to file a grievance pursuant to Article 25 of this Agreement.

ARTICLE 24. PERSONNEL FILES

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

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

ARTICLE 25. GRIEVANCE PROCEDURE

Grievance – A disagreement between an individual or the Union and the Employer concerning interpretation, application, or enforcement of the terms of this Agreement.

Day -- Shall mean a weekday, Monday through Friday, excluding holidays.

If, after discussion between the individual or Union and immediate supervisor, a disagreement still remains, the following Grievance Levels shall apply:

Grievance Levels

Those disciplinary actions described in Section 5 of Article 23 are not subject to Grievance Levels 1 and 2 of this Article, but shall immediately proceed to Level 3 of this Article.

Level 1. The grievant or Union may file a written grievance with his/her immediate supervisor containing a statement describing the grievance, the specific section(s) of this Agreement allegedly violated, and the remedy requested. The immediate supervisor may have a meeting with the grievant and, within ten (10) days of receiving the grievance, give a written answer to the grievant and forward the grievance and the answer to the Fire Chief.

Level 2. If the grievant is not satisfied with the written answer at Level 1, the grievant or the Union may, within ten (10) days from the receipt of such answer, file a written appeal to the Fire Chief. Within fifteen (15) days of receipt of the written appeal, the Fire Chief or his/her designee, shall investigate the grievance, which may include a meeting with the concerned parties, and give a written answer to the grievant.

Level 3. Should the grievant or Union wish to appeal the Fire Chief's decision, a written notification requesting arbitration must be served upon the County within ten (10) days of the Fire Chief's decision.

With the consent of the parties, expedited arbitration may be used.

The parties agree to solicit a list of seven (7) professional neutrals with public sector experience from the American Arbitration Association (AAA) and alternatively strike names from such list until one name remains. That remaining person so selected shall serve as arbitrator. For the first arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. Arbitrations shall be conducted in accordance with AAA rules.

The costs of arbitration shall be borne as follows:

- (a) The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.
- (b) The arbitrator's fees and expenses and the cost of any hearing room shall be borne by the losing party to the arbitration. The arbitrator will be required to specify the payor of costs.
- (c) If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the arbitrator requires a reporter and transcript, the parties will share the cost equally.

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

General Provisions

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

ARTICLE 26. INSURANCE

1. The Employer agrees to pay 100% of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision for Employee and Employee dependents) and \$40,000 A D & D life insurance for each Employee. If an Employee chooses not to cover his/her spouse, the Employee shall be paid \$200.00 per month.
2. The Employer shall pay monthly health insurance premiums for Retirees as required under NRS Chapter 286. This payment shall be made regardless of the insurance provider elected by the Retiree to provide coverage, however the Employer's responsibility for payment shall be capped at the amount the Employer would be required to pay if the Retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program. Retirees not electing coverage with the insurance provider designated under the Public Employees' Benefits Program shall be responsible for the payment of any excess difference in cost for the coverage elected.
3. Legal Liability - NRS Chapter 41 shall apply to represented Employees as appropriate.

ARTICLE 27. PAYROLL DEDUCTIONS

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

6. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an Employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

ARTICLE 28. EDUCATION AND DEVELOPMENT

An Employee will be reimbursed for educational training courses taken subsequent to approval of the Fire Chief.

1. The training must be related to the required skill or education for the Employee's current position or to a logical career path with the Employer.
2. Only a represented Employee will be eligible for reimbursement for course work after successful completion of the probationary period. Further eligibility may be determined by the Fire Chief in accordance with the departmental training program.
3. No Employee will be reimbursed more than Two Thousand Dollars (\$2000.00) per fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship, or grant-in-aid.
4. Reimbursable expenses shall be restricted to tuition and course fees. While courses shall be normally taken on the Employee's own time, exception may be granted by the Fire Chief, in which case hours from work must be deducted from earned vacation or be recorded as an unpaid, excused absence.
5. To obtain reimbursement, a course must be taken from a recognized and accredited school. Reimbursement will be effected upon presentation of evidence to substantiate the expense and certificate of completion or evidence of passing grade of C or 70% or better.

ARTICLE 29. PERSONNEL REDUCTION

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

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

ARTICLE 30. ACTING IN A HIGHER CLASSIFICATION

When the Fire Chief designates, in writing, a represented Employee as an acting Captain due to no Captains on duty or available for duty, the Employee shall be entitled to five percent (5%) of their base pay for the first thirty (30) shifts. Thereafter, the employee shall be entitled to 100% of pay in salary for the time acting in such higher classified position.

ARTICLE 31. STRIKES AND LOCKOUTS

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

ARTICLE 32. SHIFT TRADES

1. Represented Employees may request to trade shifts in the event that it does not interfere with the operation of the Fire Department. Employees who trade shifts must occupy the same job classification and otherwise be qualified to perform the duties of the job class.
2. No obligation, financial or otherwise, shall accrue to the Employer on account of such shift trades. Therefore, hours worked by an Employee working a shift as the result of a shift trade shall be excluded from any overtime calculation. However, the regularly scheduled Employee shall be compensated as if s/he had worked his/her normal schedule for the traded shift.

Where overtime is required as the result of an Employee's inability to fill a shift trade, the Employee failing to fill a shift shall have his/her annual leave balance reduced up to twenty-four (24) hours, or up to thirty-six (36) hours if overtime payment is required.

3. Three-way shift trades are prohibited except under emergency conditions, as determined by the Supervisor.
4. A maximum of six hundred forty-eight (648) hours of shift trades per calendar year, per Employee will be permitted. Shift trades shall not interfere with the operation, administration, or safety of the Fire Department.
5. Nothing herein shall be construed to diminish the Employer's management rights under NRS 288 or the Management Rights clause hereof.

ARTICLE 33. DEATH IN FAMILY

An Employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity (Appendix C), shall be granted up to three (3) shifts off with pay per occurrence without loss of any accrued time.

ARTICLE 34. POLYGRAPH EXAMINATIONS

No Employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to polygraph examinations. Testimony regarding whether an Employee refused to submit to polygraph examination shall be confined to the fact that, "Storey County does not compel Fire Department personnel to submit to polygraph examinations." This Article, however, does not apply to applicants in the hiring process.

ARTICLE 35. AMENDING PROCEDURE

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

ARTICLE 36. PREVAILING RIGHTS

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

ARTICLE 37. COMMUNICABLE DISEASE

1. In the event an Employee covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, s/he has been exposed to or is the carrier of a serious communicable disease; the Employee may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the supervisor to determine if or when the Employee is permitted to leave duty for this purpose.
2. The Employee shall be provided with preventive measures designed to protect the Employee against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood tests, and Bodily Substance Isolation (BSI) such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. The use of BSI shall be required by a supervisor if it appears the non-use of this equipment may endanger the Employee or another Employee. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the Employee, and the Employer shall not be held responsible for any consequences to the Employee as a result of the Employee having or not having received any vaccinations or tests or his/her refusal to use BSI. This does not waive the Employee's rights under Workers' Compensation.

ARTICLE 38. TRANSFER OF FUNCTION

1. Storey County agrees to negotiate with the Union to the extent and under the provisions of NRS 288, the impact and effect upon represented Employees of consolidation or any other form of placement or transfer of its Fire Department services prior to or upon any decision to consolidate or any other form of placement or transfer. Nothing in this Article will prevent Storey County from making any decisions to consolidate or any other form of placement or transfer to another entity.

2. Storey County will notify the Union by telephone the next work day of any decisions regarding consolidation or any other form of transfer or placement. A written notice will also be sent to the Union within five (5) days of the decision. For purposes of this Article, a day is defined as Monday through Friday, excluding Saturday, Sunday, and holidays.

3. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise in the location or place of business of either party.

ARTICLE 39. SAVINGS CLAUSE

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

ARTICLE 40. LEAVES OF ABSENCE

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

1. In all cases, the County's Family and Medical Leave Act (FMLA) shall apply as a minimum; if applicable.
2. Leaves of absence with pay may be granted for medical purposes. Use of accrued sick leave (leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) work days' duration, it becomes a medical leave of absence and must meet criteria for leave of absence as well as criteria for general use of sick leave. A doctor's statement may be required when applicable. Upon exhausting accrued sick leave, an Employee may request a medical leave without pay.
3. Leaves of absence without pay may be granted by the Fire Commissioner for medical disability when an Employee has exhausted paid sick leave or for personal reasons. Policies regarding each are as follows:
 - (a) Medical – Medical leaves of absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption. Medical/disability leaves of absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of 180 calendar days.
 - (b) Personal – Leaves of absence without pay for purposes other than medical/disability may be granted at the discretion of the Fire Chief with approval of the Fire Commissioner.
 - (1) An Employee who requests a leave of absence for vacation or similar purposes is required to exhaust accrued vacation time prior to the start of an unpaid leave of absence of more than five (5) work days. An Employee who requests a leave of absence for personal emergency or

similar purposes is not required to exhaust vacation time prior to the leave. Whether the reason for the leave of absence requires prior use of accrued vacation shall be at the Fire Chief's discretion. However, in all cases where a leave in excess of ninety (90) calendar days is requested, vacation accrual must first be exhausted.

(2) Personal leaves of absence without pay may be granted for a maximum of six (6) months.

4. Effect of Leave of Absence without Pay on Employee Benefits

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

5. Procedures and Responsibilities

(a) Employee – Employees seeking a leave of absence are required to:

1. Notify the Fire Chief as far as possible in advance of the need for a leave of absence.
2. Obtain and complete an “Absence Request” form and submit it for approval to the Fire Chief (forms available from Human Resources or Supervisor).
3. Provide support documentation such as a physician’s written statement, military orders, adoption papers, etc. (if applicable).
4. If approved during the leave, maintain contact with the County regarding prognosis and/or possible return date. Notify supervisor at earliest possible date of intended date of return.
5. If an extension of the leave of absence becomes necessary, a written request must be submitted to the Supervisor prior to the expiration of the leave of absence.

(b) Supervisor – The Employee’s captain will review the “Absence Request” and forward it to the Fire Chief with his/her recommendation/comments.

- 1) The Fire Chief will review and act upon a request for leave of absence in consideration of the following factors:
 - (i) The purpose for which the leave is requested;
 - (ii) The length of time the Employee will be away; and

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

ARTICLE 41. DEFERRED COMPENSATION

1. Employees are eligible to participate in the deferred compensation program that the Employer has implemented and in which the Employee participates (currently Hartford).
2. The Employer shall contribute One Hundred Fifty Dollars (\$150.00) per Employee annually into the Post Employment Health Plan (PEHP) medical deferred compensation program. Employees shall be eligible for those benefits provided under this plan.
3. Eligible Vacation 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 Union for that year.
4. EMPLOYEES are also eligible to participate in the deferred compensation program administered by the International Association of Fire Fighters (IAFF). The Employer shall not contribute any additional funds to this program, but shall only contribute those funds that the Employee requests, in writing, to be deducted from his/her paycheck.

ARTICLE 42. INCENTIVE PAY

1. Employees will be granted incentive pay as follows:

Incentive Category	Annual Incentive Pay Rate
Applied Associates Degree in Fire Science	2.5% of annual base pay
Current Haz Mat Technician Level Certification (maximum of 6)	2.5% of annual base pay
Rope Rescue Technician (maximum of 1)	2.5% of annual base pay
Current Instructor Certification 1. CPR and First Aid Instructor 2. Haz Mat and Confined Space Instructor 3. Earthquake/Disaster Preparedness Instructor 4. Fire Fighter Instructor 5. EMS Instructor	2.5% of annual base pay

2. Employees are eligible to receive incentive pay for all four (4) categories for a total of no more than ten (10%) percent of annual base pay in annual incentive pay. Employees are eligible to receive incentive pay for only one (1) Current Instructor Certification subcategory and incentive pay for Instructor Certification will not be compounded for those Employees having multiple Instructor Certifications.
3. The purpose of incentive pay is to encourage the maintenance of certification that is in addition to the minimum qualifications of the Employee’s Job Description. Re-certification in each category and/or subcategory is the responsibility of the Employee. Employer shall allow Employees to attend re-certification training while on duty as staffing permits.

ARTICLE 43. LONGEVITY PAY

This Article and/or any provision in this Agreement providing for longevity pay shall be omitted in exchange for the provisions set forth in “Article 3. Salaries,” including but not limited to, the four percent (4%) salary adjustment effective July 1, 2005, the three and one-half percent (3.5%) cost of living allowance effective July 1, 2005, and the revised two (2)-step salary schedule for the Senior Fire Fighter/EMT II Non-Supervisory Unit and the revised one (1)-step salary schedule for the Senior Fire Fighter/Paramedic Non-Supervisory Unit, Captain/EMT II Supervisory Unit, and Captain/Paramedic Supervisory Unit.

ARTICLE 44. PROBATION

1. Definitions

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

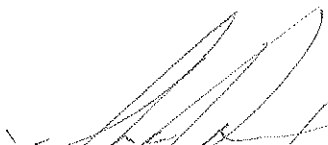
2. Probationary Period

- a. Probationary periods are considered as a continuation of the selection process and apply to all appointments. All classifications covered by this Agreement shall undergo a probationary period of twelve (12) months (2,080 hours for 8-hour Employees and 2,912 hours for line Employees). An Employee who is promoted shall serve a twelve (12) month (2,080 hours for 8-hour Employees and 2,912 hours for line Employees) probationary period.
- b. Vacation, sick leave, and holidays will count towards the probationary period. Catastrophic leave, leaves of absence without pay, suspension, or other separations shall not be considered working time.
- c. Prior to the completion of the probationary period, the Fire Chief shall notify the Employee that the probationary period is being extended under this section and the length of the extension. Employees whose probationary period is extended under this section must meet the minimum hours required.
- d. An Employee who is not rejected prior to completion of the probationary period shall acquire regular status automatically.

3. Rejection during Probation

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

Tentative Approval:



Shane Dixon, President

6-1-2008
Date



Gary Hames, Fire Chief

6-1-2008
Date



Pat Whitten, County Manager

6/2/08
Date

ARTICLE 45. DURATION

1. This Agreement shall become effective and retroactive to July 1, 2005 and shall continue until June 30, 2010, except as otherwise provided below.
 - a. Article 3. Salaries shall be opened during February of 2008 to determine cost of living increases for years 2009 and 2010. Only the cost of living section of this article has been mutually agreed upon for re-opening. This section is not intended to null and/or void bulleted item number three of this article.
2. This Agreement shall automatically be renewed from year to year thereafter. If either party desires to make a change, the party shall notify the other party in writing of the Article and/or Section of that Article desired to be negotiated.
3. If either party desires to negotiate changes in any Article or Section of this Agreement, 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.
4. 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.
5. If the parties have not reached an agreement within ten (10) work days 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) work days after the final offers are submitted, accept one of the written statements, and shall report his decision to the parties.
6. The impartial fact finder and the binding arbitrator shall be from the American Arbitration Association (A. A. A.). The Union and the County agree to solicit a list of seven (7) professional

neutrals with public sector experience from the A. A. A. and alternately strike names from such list until one name remains. That remaining person so selected shall serve as arbitrator. For the first arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. All hearings shall be conducted by A. A. A. rules.

7. In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.

ARTICLE 46. ADA/ADEA

1. It is recognized that the Employer must comply with the statutory provisions of the Americans with Disabilities Act (ADA) and the Age Discrimination in Employment Act (ADEA). However, in complying with the provisions of the ADA or ADEA, the EMPLOYER shall not violate any Federal or State statute, Local ordinance or the terms of this Agreement.
2. Should the Employer be required to change any current policy or practice in order to comply with the provisions of the ADA or ADEA, the Employer will provide the Union with thirty (30) days notice of any change prior to its implementation, unless otherwise ordered by a Court or administrative tribunal of competent jurisdiction.

ARTICLE 47. HABITABILITY OF STATIONS

1. The EMPLOYER shall at all times maintain the stations in a habitable condition. A station is not habitable if it substantially lacks one or more of the following:
 - a. Effective waterproofing and weather protection of roof and exterior walls and doors.
 - b. Plumbing facilities which conform to applicable law when installed and which are maintained in good working order.
 - c. A water supply approved under the law and capable of producing hot and cold running water, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the Employer.
 - d. Adequate heating facilities which conform to applicable law when installed and are maintained in good working order.
 - e. Electrical lighting, outlets, wiring and electrical equipment which conformed to applicable law when installed and are maintained in good working order.
 - f. Floors, walls, ceilings, stairways and railings maintained in good repair.
 - g. Ventilating, air conditioning and other facilities and appliances maintained in good repair.
 - h. Stoves for meal preparation and dish washers for sanitation purposes. Said appliances shall be maintained in good repair.
2. In the event that repairs and/or maintenance beyond that which is commonly performed by Employees becomes necessary, Employer shall perform or otherwise arrange for the performance of such repairs and/or maintenance. Employer shall perform or arrange for the performance of remodeling as needed to maintain station in good repair and in habitable condition.

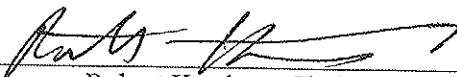
SIGNATORIES TO AGREEMENT

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

Dated this 3 day of May, 2004

STOREY COUNTY

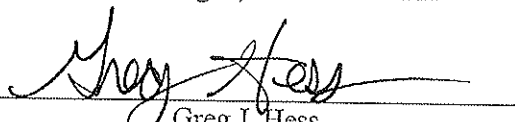
**STOREY COUNTY FIRE FIGHTERS
ASSOCIATION, IAFF LOCAL 4227**


Robert Kershaw, Chairman

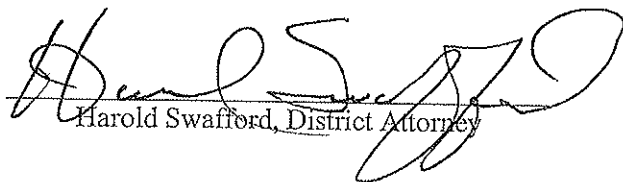

Tracy Curtis, President


John Flanagan, Vice Chairman


Darin Berry, Vice-President


Greg J. Hess

APPROVED AS TO FORM:


Harold Swafford, District Attorney

**SALARY SCHEDULE FOR PERSONNEL COVERED BY THIS AGREEMENT
EFFECTIVE JULY 1, 2005 THROUGH JUNE 30, 2008**

JULY 1, 2005 – JUNE 30, 2006 SALARY SCHEDULE

Position	Step One	Step two
Senior Fire Fighter/EMT II	35,221.64	43,302.50
Senior Fire Fighter/Paramedic	47,632.75	
Captain/EMT II	58,502.02	
Captain/Paramedic	64,352.22	

JULY 1, 2006 – JUNE 30, 2007 SALARY SCHEDULE

Position	Step One	Step Two
Senior Fire Fighter/EMT II	35,926.08	44,168.55
Senior Fire Fighter/Paramedic	48,585.41	
Captain/EMT II	59,672.06	
Captain/Paramedic	65,639.27	

JULY 1, 2007 – JUNE 30, 2008 SALARY SCHEDULE

Position	Step One	Step Two
Senior Fire Fighter/EMT II	37,003.87	45,493.61
Senior Fire Fighter/Paramedic	50,042.98	
Captain/EMT II	61,462.23	
Captain/Paramedic	67,608.45	

JULY 1, 2008 – JUNE 30, 2009 SALARY SCHEDULE

Position	Step One	Step Two
Senior Fire Fighter/EMTII	45,493.61	49,360.57
Senior Fire Fighter/Paramedic	50,042.98	54,847.11
Captain/EMT II	61,462.23	64,658.27

JULY 1, 2009 – JUNE 30, 2010 SALARY SCHEDULE


Position	Step One	Step Two	Step Three
Senior Fire Fighter/EMTII	45,493.61	49,360.57	53,556.22
Senior Fire Fighter/Paramedic	50,042.98	54,847.11	60,112.44
Captain/EMT II	61,462.23	64,658.27	68,020.50

Tentative Approval:




 Shane Dixon, President

6-1-2008
 Date



 Gary Hames, Fire Chief

6-1-2008
 Date

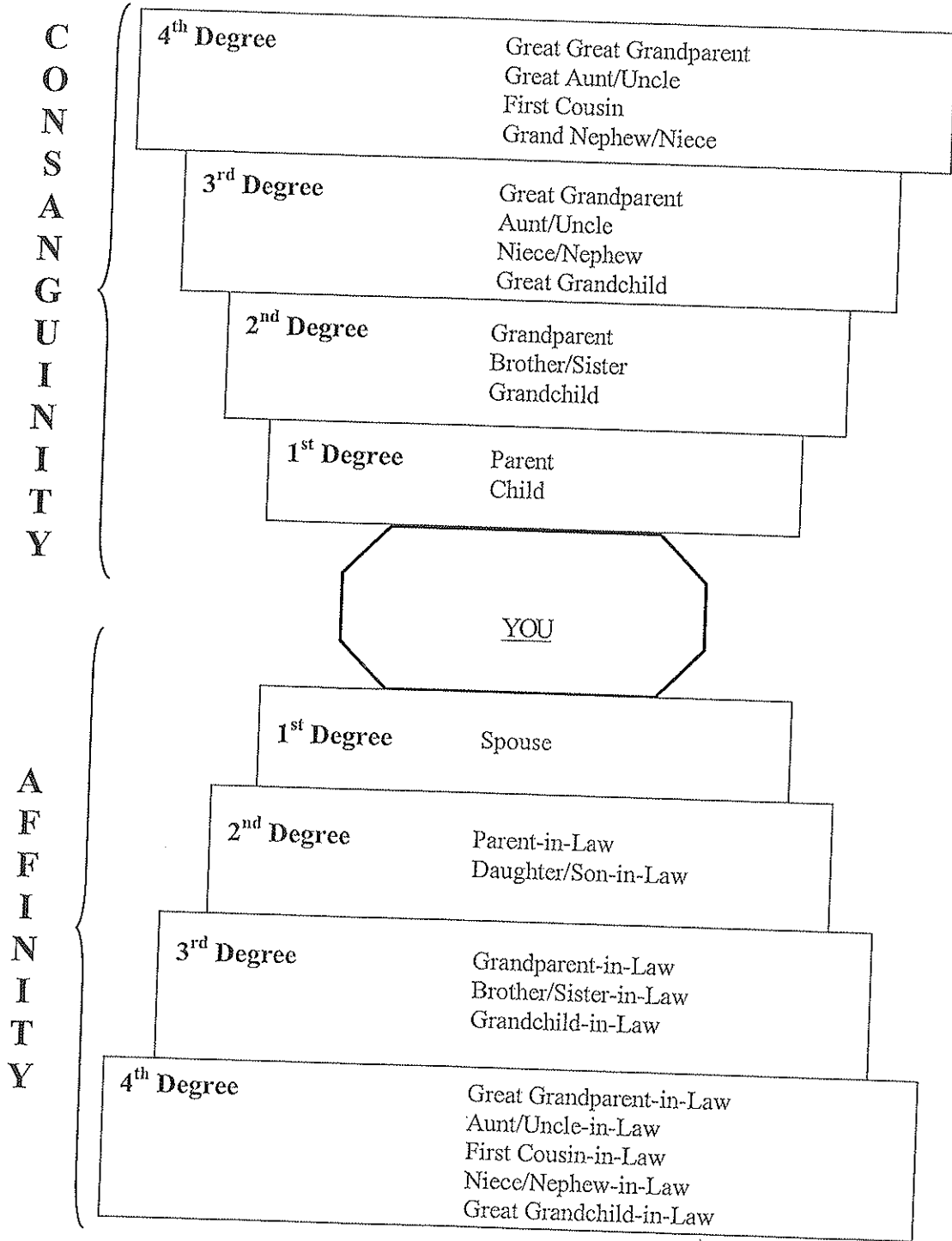


 Pat Whitten, County Manager

6/2/08
 Date

APPENDIX B

CONSANGUINITY / AFFINITY CHART



Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships.