

ATTACHMENT II

Article 1-1 Recognition

1. The District recognizes the Union as the exclusive bargaining agent for the following Employees of the Fire District per Nevada Revised Statutes (NRS) Chapter 288;

Firefighters
Firefighter Paramedics
Captains
Captain Paramedics

2. The Contract shall exclude all part-time Employees ~~and seasonal full-time employees.~~
3. All Employees hired on July 1st, 2015 shall not have a probation period, but shall meet and maintain the job requirements per that Employee's position. If an Employee is promoted he/she will be placed on a six (6) month probationary period and have all rights subjected to the grievance and arbitration provisions of this Agreement.
4. A New Employee will be considered as a probationary Employee until he/she has completed one (1) year of employment. The one (1) year period shall coincide with date of hire. A first year probationary Employee may be terminated at the discretion of the District, and such termination shall not be subjected to the grievance and arbitration provisions this Agreement.

ARTICLE 1-2

Duration of Agreement

This Agreement shall become effective the first day of the pay period after ratification by the Mt. Charleston Board of Fire Commissioners and shall continue in full force and effect through ~~June 30, 2025~~ June 30, 2028.

ARTICLE 2-1

Group Insurance

1. The District agrees to provide group health, basic life, long-term disability, and basic accidental death and dismemberment insurance. This insurance will be offered through Clark County and employees will have the option to choose between the Health Benefit Plans offered.
2. Employees who elect to have this insurance shall pay 10% of the total insurance premium per month.
 - A. An employee must occupy a permanent budgeted position ~~and work at least 20 hours per week~~ and meet the necessary qualifying periods associated with the insurance program to be eligible for this insurance. The District will then be responsible for the prorated share of the premium based on hours worked as a percentage of a full time work week.
 - B. Any employee who is on an authorized leave without pay status over 30 consecutive calendar days will be responsible as of the 31st day for paying the entire employee's insurance premium, the total dependent coverage insurance premium and the total long-term disability insurance premium from that

day forward until the employee returns to duty. If the leave without pay status does not coincide with the premium payments, then any such premiums shall be prorated.

ARTICLE 2-2
Seniority List

SECTION 1-Seniority list

1. The Union and Employer agree that a seniority list showing the date of hire as stated in the Reduction of Force Article Section 1 Seniority, and the date of the last promotion shall be established and brought up-to-date annually and made available to all Employees.

SECTION 2-Seniority affected by leave

1. Seniority shall not be broken by annual leave, sick leave, suspension, or any leave(s) without pay. Any Employee on a leave of absence of more than thirty (30) days will not accrue any additional seniority, but will retain all previously accrued seniority.

SECTION 3-Accrual of seniority

1. Seniority shall be determined by continuous service in the Fire District, calculated from the date of hire including seasonal time. For purpose of Fire District seniority, all employees hired on July 1st, 2015, seniority shall be determined from Date of Hire with Nevada Division of Forestry including seasonal time. Continuous service shall be broken only by resignation, discharge or retirement. Seniority between two (2) or more new Employees of equal rank shall be determined by their date of application for the purpose of placing them on the seniority list. When an Employee is promoted and their hire date is the same as other Employees of their previous rank, the Employee who has been promoted shall be placed higher on the seniority list.

ARTICLE 3-2
Substance Abuse

1.

It shall be the intent of the District and the Union to ensure that District employees are afforded the opportunity to work in a safe and drug free environment. The District and the Union are adamantly opposed to the presence or use of drugs and/or alcohol and the adverse influence these substances have on the work performance and safety of its members. The District and the Union recognize that a Substance Abuse Article shall establish guidelines for the appropriate disciplining of those substance abusers who, through their actions, affect the safety and well-being of others.

- A. The District and Union believe that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone.
- B. The District and Union are committed to eliminating the effects of substance abuse in the workplace. All employees are prohibited from using, possessing, buying or selling drugs or alcohol in the workplace, and are prohibited from reporting to work with prohibited drugs active in their systems or while under the influence of alcohol.
- C. This substance abuse article will be strictly enforced. Violations of the policy or procedures will be cause for discipline, up to and including termination of employment.

2. VOLUNTARY DISCLOSURE OF ALCOHOL AND/OR DRUG PROBLEM

- A. The District and Union are committed to helping employees with admitted substance abuse problems overcome those problems, and encourage voluntary rehabilitation options. The District and the Union encourage employees with an alcohol and/or drug problem to disclose the problem and seek assistance.
- B. Reporting and testing procedures for self-disclosure (voluntary).

An employee who self-discloses (voluntary) that he/she has an alcohol or drug problem shall not be subject to the disciplinary process, unless he/she does not comply with the testing and reporting procedures as provided below.

- 1. An employee who voluntarily comes forward to ask for assistance to deal with an alcohol and/or drug problem shall disclose the problem to one of the following: his/her supervisor, the Union president or the District's Fire Chief.
- 2. An employee shall not be permitted to enter the voluntary disclosure program if any portion outlined in Section 3 of this article, (Reasonable Suspicion), has been observed and/or if the employee has been involved in a vehicle accident, which may require a drug screening, and if the testing procedures outlined in Section 4 have been properly initiated.
- 3. If the employee is an eligible member of a Bargaining Unit, the on scene supervisor shall advise him/her of his/her right to have a Union representative present prior to testing. The supervisor shall allow thirty (30) minutes for a Union representative to appear. If mitigating circumstances warrant, the supervisor may wait up to a maximum of one (1) hour for a Union representative.
- 4. The employee who voluntarily comes forward to ask for assistance with an alcohol and/or drug problem shall be immediately removed from duty and placed on sick leave. If the employee does not have any sick leave on the books, the employee shall be placed on annual leave. The employee shall remain on the sick or annual leave throughout the treatment and rehabilitation process. If the employee does not have sick and/or annual leave on the books or at some point in the recovery process he/she exhausts all his/her sick and annual leave, he/she may be placed on authorized leave without pay until treatment and rehabilitation process is completed.
- 5. Once an employee enters the voluntary disclosure process, as identified in Section 2.A (1) above, the employee shall enter into the rehabilitation program as identified in section B below.

B. Rehabilitation procedures for voluntary disclosure of an alcohol and/or drug problem.

An employee who voluntarily comes forward to ask for assistance with an alcohol and/or drug problem, shall not receive discipline unless he/she refuses the opportunity for rehabilitation, or fails to complete a rehabilitation program successfully. The employee shall sign a Voluntary Rehabilitation Agreement to participate in this program. If the employee violates any portion of the rehabilitation program, the employee shall automatically be subject to the disciplinary procedures for either alcohol or drugs as provided for in Section 5C and 5D of this article,

“Disciplinary Procedures”, (not including testing procedures). The following procedures shall be followed:

1. Once the employee voluntarily discloses an alcohol and/or drug problem, the Fire Chief shall have the employee sign a medical release allowing the District to verify if the employee is in treatment and adhering to and completing the program.
2. The employee shall achieve compliance with, and satisfactory completion of treatment by the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider. The employee shall select a program/provider and is responsible for the costs per the Health Insurance plan in which the employee has enrolled. If the employee is not enrolled in any insurance program, the employee shall be responsible for all expenses.
3. The employee shall enroll and continue attendance in a rehabilitation program, as deemed necessary by the program/provider.
4. The employee shall provide bi-weekly updates to the Fire Chief as to his/her progress with the rehabilitation program.
5. The employee shall provide a certificate of fitness or return to work form signed by the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider releasing the employee to return to work.
6. Prior to returning to work, the employee shall contact the Fire Chief and shall then submit to one (1) alcohol and/or drug test. Once the test results are received, the employee shall attend a return-to-work meeting with the Fire Chief and if they chose, a Union representative. The meeting shall facilitate a smooth transition back into the work force and shall also establish a return to work date for the employee.
7. The employee shall be subject to a maximum of four (4) random tests based on the type of disclosure over a period of one (1) year from the date of returning to duty. The Fire Chief or designee may require this testing any time the employee is on duty. A positive test shall be treated the same as the positive test outlined in Section 4H of this article. If an employee tests positive, the employee shall be subject to the disciplinary procedures outlined in Section 5 “Disciplinary Procedures” below.
8. Employees shall not be permitted to re-enter the Voluntary Rehabilitation Agreement more than once in a three (3) year period. This three (3) year period shall start from the date of this “Voluntary Rehabilitation Agreement”.

3. SUBSTANCE ABUSE POLICY

A. Alcohol:

1. The consumption and possession of an open alcoholic beverage by an employee on the job shall result in immediate termination with no Last Chance Agreement (LCA). The only exception to this policy is the possession and consumption of an alcoholic beverage used in a cooking recipe which evaporates the alcohol before consumption. Such cooking alcohol shall not be purchased while on duty.

2. An employee shall be subject to disciplinary action up to and including termination and may be placed on a LCA when the consumption of alcoholic beverages while off duty causes intoxication while on duty.
3. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended or revoked, temporarily or permanently, due to a substance related offense, the employee shall notify the Fire Chief of these circumstances when next reporting for duty. The employee will be allowed to continue to work for a period not to exceed six months to allow him/her to reobtain their license but will be prohibited from driving. Failure to notify the Fire Chief about the license suspension or revocation shall be cause for disciplinary action up to and including termination. Further, if the employee is unable to reobtain their license after six months, the employee shall be terminated.
4. The felony conviction of an employee as a result of alcohol while off District premises and while not on duty shall be cause for disciplinary action up to and including termination.

B. Drugs:

1. The unlawful manufacture, distribution, dispensation, possession, or use of an illegal drug or controlled substance by the employee in the work place or during work hours is prohibited. Employees in violation of this policy shall be terminated.
2. An employee shall be subject to disciplinary action up to and including termination when the use of any drug causes intoxication where the employee knew or should have known that the drug would adversely diminish his/her capabilities to perform the job. For the purpose of this section, the term 'drug' shall include but not be limited to sedatives (i.e. valium, downers), stimulants (i.e. speed, uppers), hallucinogens (i.e. LSD), cocaine, crack, cannabinoids, (i.e. marijuana), opiates, phencyclidine (PCP), and volatile solvents (inhalants).
3. Whenever an employee is prescribed a drug by a licensed physician that may negatively affect his/her performance or ability to perform in a safe manner, the employee shall notify his/her supervisor and the Fire Chief. Supervisors shall ensure that employees are not placed in positions that may jeopardize the safety of themselves or others.

An employee who fails to notify his/her supervisor and the Fire Chief may be subject to disciplinary action up to and including termination, and maybe be placed on a LCA , when the use of drugs by that employee contributes to an accident or incident that results in injury to a person or property damage.

4. If an employee who is required to drive as part of his/her assigned duties has his/her license suspended or revoked, temporarily or permanently, due to a substance related offense, the employee shall notify the Fire Chief of these circumstances when next reporting for duty. The employee will be allowed to continue to work for a period not to exceed six months to allow him/her to reobtain their license. Failure to notify the Fire Chief about the license suspension or revocation shall be cause for disciplinary action up to and including termination. Further, if the employee fails to reobtain their license within six month, the employee shall be terminated.
5. The felony conviction for the possession or use of illegal drugs while off District premises and while not on duty shall be cause for termination.

6. The conviction of an employee for the sale or possession with intent to sell illegal drugs is cause for immediate termination.

C. Reasonable Suspicion

An employee shall be required to undergo immediate drug and/or alcohol testing in accordance with the procedures below if there is reasonable suspicion that the employee is under the influence of a drug and/or alcohol. Reasonable suspicion that an employee is under the influence of a drug and/or alcohol shall be based on specific facts, and/or reasonable inferences derived from those facts. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

1. Direct observation of drug or alcohol use. Possession and/or physical symptoms of being under the influence of drugs or alcohol.
2. A pattern of abnormal conduct or erratic behavior.
3. An injury or accident on the job or involvement in any unsafe on-duty job-related activities that pose a danger to other employees or citizens.

4. TESTING PROCEDURES

- A. Any supervisor evaluating an employee for reasonable suspicion shall complete the District 'Observation/Incident Report'. The Observation/Incident Report shall be sent to the Fire Chief.
- B. If the employee is an eligible member of a bargaining unit, the on-scene supervisor shall advise him/her of the right to have a Union representative present prior to testing. The supervisor shall allow thirty (30) minutes for a Union representative to appear. If mitigating circumstances warrant, the supervisor may wait up to a maximum of one (1) hour for a Union representative.
- C. The employee suspected of being under the influence of a drug and/or alcohol shall be relieved of duty with pay pending further evaluation.
- D. The employee shall be transported to a drug testing specimen collection site for a drug and alcohol screening. Once the test sample is collected, arrangements shall be made to have the employee transported home. The sample shall be tested and confirmed and the chain of custody maintained by a Substance Abuse Mental Health Administration (SAMHSA) certified laboratory facility. An employee who is incapacitated to the point that he/she cannot provide a sample at the time of the incident shall later provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol.
- E. The organization conducting the drug/alcohol screening shall deliver the results by mail or carrier to the Fire Chief, who shall then immediately notify and make a copy of the report available to the employee. A drug test shall be considered positive or negative if the confirmation cutoff levels established by SAMHSA are exceeded. An alcohol test shall be considered positive if the blood alcohol content is .05 percent or greater.
- F. Refusal to submit a drug and alcohol test or to provide the necessary authorization for releasing hospital or medical records that would indicate whether or not the employee was under the

influence of a drug and/or alcohol shall be considered a positive test and the employee shall be placed on a LCA.

5. DISCIPLINARY PROCEDURES

- A. A positive drug and/or alcohol test requested as a result of a serious accident which causes injury to a person or property damage shall be grounds for disciplinary action up to and including termination in accordance with Section C below.
- B. A test resulting in a positive outcome for a legal drug shall result in the following action:
 - 1. The employee shall be disciplined for the performance or conduct issue that established reasonable suspicion to test the employee.
 - 2. The employee shall provide within twenty-four (24) hours of request a bona fide verification of a valid, current prescription for the drug identified. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor, the employee shall be subject to disciplinary action in accordance with Section C below.
 - 3. Before the employee may return to work the employee must provide the Fire Chief with a certificate of fitness signed by the prescribing physician indicating the employment status of the employee. The certificate shall certify that the employee is fit for duty.
- C. A test resulting in a positive drug screen for an illegal substance or the unlawful use of a controlled substance shall result in the following action:
 - 1. First offense: The employee shall receive a four (4) shift suspension without pay for a period and shall be required to sign and successfully complete the conditions of a LCA, which includes rehabilitation and aftercare.
 - 2. Before the employee may return to work the employee shall provide the Fire Chief with a certificate of fitness/return-to-duty form signed by the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider releasing the employee to return to work. This must occur within ninety (90) days of the drug or alcohol test date. Failure to provide a return-to-duty form within ninety (90) days shall result in disciplinary action up to and including termination. The certificate shall certify that the employee is fit for duty.
 - 3. Second offense: The employee shall immediately be suspended without pay pending termination.
- D. A test resulting in a positive screening for alcohol shall result in the following action:
 - 1. First offense: The employee shall receive a two (2) shift suspension without pay and shall be required to seek assistance. The employee shall be required to provide a certificate of fitness/return-to-duty from the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider before returning to duty.
 - 2. Second offense: The employee shall receive a four (4) shift suspension without pay for a period of time and shall be required to sign and successfully complete the conditions of a LCA which includes a rehabilitation and aftercare program.

3. Third offense: The employee shall immediately be suspended without pay pending termination.

E. Last Chance Agreement

Refusal to sign a Last Chance Agreement (LCA) shall be considered just cause for termination. The LCA shall be the final step before termination in the disciplinary process. The treatment and aftercare portion of the LCA shall be monitored for compliance by the Fire Chief. The LCA shall include but not be limited to the following:

1. The employee shall notify the Fire Chief within five (5) calendar days of employee notification of a positive drug or alcohol test.
2. Compliance with and satisfactory completion of treatment by a Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider. The employee shall select a program/provider and is responsible for the costs per the Health Insurance Plan in which the employee is enrolled. If the employee is not enrolled in any insurance program, the employee shall be responsible for all expenses.
3. Enrollment and continued attendance in an aftercare program, as necessary.
4. Certificate of fitness/return-to-duty form, signed by the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider releasing the employee to return to work.
5. A Minimum of four (4) random tests over a period of one (1) year from the date of returning to duty. The Fire Chief or designee may require testing at any time the employee is on duty.
6. A positive test shall subject the employee to the Disciplinary Procedures section of this article.

7. CONFIDENTIALITY

- A. To ensure the confidentiality of an employee's medical records, laboratory reports, test results and observation/incident reports shall not appear in an employee's Human Resources file. Information of this nature shall be contained in a separate confidential medical record that shall be securely kept under the Fire Chief's control.
- B. With the exception of the laboratory testing facility, and the tested individual, and Nevada Pool Pack only for workers' compensation incidents, the medical record shall not be released to anyone without express written authorization of the tested individual unless ordered by means of proper legal procedure and appropriate legal authority, such as court ordered subpoena, or in connection with a disciplinary proceeding.

8. TRAINING

The District shall provide training to all employees regarding how to recognize the signs and symptoms of substance abuse.

9. CONFLICT WITH LAWS, STATUTES, OR REGULATIONS

The provisions of any applicable law, statute, regulation or ordinance shall control in the event of any conflict with the provisions of this policy.

ARTICLE 3-5

Staffing

1. No less than two (2) personnel for ~~Engine 853~~ the District. The personnel shall include one (1) Fire Captain or one (1) Fire Captain Medic and one (1) Firefighter or one (1) Firefighter Paramedic.
2. ~~When in service, the seasonal brush Engine 856 shall be staff with one (1) Fire Captain.~~
3. Each Fire Captain listed in 1 ~~and 2~~ above is responsible for assigning staff to apparatus for emergency incidents. Only under emergency circumstances can the crew be divided. For example, the engine company staff may be split to transport the engine and additional apparatus to the scene of an emergency.
4. Only full-time, qualified, career District employees represented by this Agreement shall be used to meet the staffing levels listed in 1 ~~and 2~~ above unless none of the career staff is available to fill a vacancy. In these cases, only after the District has been unable to fill the vacancy with career staff can the vacancy be filled with volunteers from the District's volunteer staff. As soon as career staff is available to fill the vacancy, the District shall fill the vacancy with said staff.

Definitions:

- A. ~~"Engine(s)" refers to Type 1, 2, 3, 4, 6, and 8 engines.~~
- B. "Career District Employees" are those listed in this CBA's Recognition Clause.

ARTICLE 4-1

Holidays

The District shall observe the following holidays:

<u>Date Recognized</u>	<u>Holiday</u>
January 1	New Year's Day*
Third Monday in January	Martin Luther King, Jr's Birthday
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
<u>June 19</u>	<u>Juneteenth*</u>
July 4	Independence Day*
First Monday in September	Labor Day
Last Friday in October	Nevada Day
November 11	Veteran's Day*

Fourth Thursday in November	Thanksgiving Day
Friday following the fourth	
Thursday in November	Family Day
December 25	Christmas Day*
Employee's Birthday	

1. Employees who work 24 hour shifts shall be paid eighteen (18) hours at their straight time hourly rate for each of the above holidays. This holiday pay shall be paid on the payday for which the holiday falls.
2. Employees who work an eight (8) or ten (10) hour shift shall be granted time off with pay on the holidays set forth above, or a compensatory day off (date subject to approval by the Fire Chief), or if required to work will receive time and one-half for each hour worked in addition to their regular rate of pay.

For employees who work an eight (8) or ten (10) hour shift, the holidays shall be observed on the days specified except when the holiday is marked with an asterisk (*) falls on a Saturday or a Sunday. For these holidays, those falling on a Saturday will be observed on the employee's last regularly scheduled shift before that Saturday, and when the holiday falls on a Sunday it will be observed the first scheduled regularly scheduled shift after that Sunday.

ARTICLE 4-3 On The Job Injury

1. All employees covered by this agreement who have been employed by the District, and who has been absent from work due to an on-the-job injury approved pursuant to NRS 616 or 617 shall be paid for a period not to exceed ~~60 shifts~~ 6 months from the date of injury, compensation equal to the difference between his/her salary at the time of the injury and any lost time or salary continuance benefit as provided by NRS Chapter 616 or 617. During this ~~60 shifts~~ 6 month period, the employee shall not be charged any accrued sick leave.
2. At the expiration of the ~~60 shift~~ 6 month period referred to in Section 1 above, if the employee is still unable to work, he/she may elect to utilize accrued sick leave or accrued annual leave for such absence.

Article 4-5

Sick Leave

1. Full time employees assigned to 24-hour shifts shall accrue ~~7.77~~ 9.27 hours of sick leave each pay period. Full time employees assigned to eight (8) or ten (10) -hour shifts shall accrue 4.36 hours of sick leave each pay period. ~~For fiscal year 2024, beginning July 1, 2023, full time employees assigned to 24 -hour shifts shall accrue 9.27 hours of sick leave per pay period.~~
2. Accrued sick leave may be used for a bona fide illness/injury of the employee or a member of his/her immediate family, defined as a spouse, parent, sibling, child, foster child, stepchild, grandchild, and grandparent, mother/father-in-law and domestic partner.
3. Evidence in the form of a physician's certificate, or certificate of illness/injury shall be furnished as proof of adequacy of the reason of the employee's absence during the time which sick leave was

requested. Certificates of illness/injury shall be requested by the Fire Chief or his/her designee after four (4) consecutive unexcused shifts. "Unexcused" shall be defined as those shifts when an employee does not provide a voluntary certificate of illness/injury.

4. Eligible employees may cash out up to a maximum of 2,000 hours of their unused sick leave. The cash out amount will be calculated based on the employee's current hourly wage at the time of separation. Upon retirement or voluntary termination or in the event of death while employed an employee shall receive payment for unused sick leave up to the following maximum amounts.

Years of Service	Maximum Payoff Amount
but less than 15 <u>5 but less than 15</u>	\$2,500 <u>50% of Eligible Hours</u>
15 but less than 20	\$4,000 <u>75% of Eligible Hours</u>
20 but less than 25	\$6,000 <u>90% of Eligible Hours</u>
25 or more years	\$8,000 <u>100% of Eligible Hours</u>

Article 4-7
Annual Leave

1. No employee of the Fire District shall be entitled to use annual leave until after six (6) months of employment.
2. Effective July 1, 2020, Full time employees shall accrue annual leave as follows:

Hours Earned Per Pay Period—Employees Assigned to 56 Hour Week with 24-Hour Shifts:

<u>< Ten Years</u>	<u>10 - 15 Years</u>	<u>15+ Years</u>
8.27 <u>9.27</u>	9.44 <u>10.44</u>	11.01 <u>12.01</u>

Hours Earned Per Pay Period—Employees Assigned 40 Hour Week with 8/10-Hour Shifts:

<u>< Ten Years</u>	<u>10 - 15 Years</u>	<u>15+ Years</u>
6.36 <u>7.36</u>	7.32 <u>8.32</u>	8.27 <u>9.27</u>

3. For Employees Assigned to 56 Hour Week with 24-Hour Shifts, annual leave that is accrued in excess of 720 hours, (inclusive of any hours carried over pursuant to paragraph 4 below), must be used prior to January 1st, after which it will be forfeited. For Employees Assigned to a 40 Hour Week with 8/10-Hour Shifts, Annual Leave that is accrued in excess of ~~240 or 300 hours, respectively~~ (inclusive of any hours carried over pursuant to paragraph 7 of this article), must be used prior to January 1st, after which it will be forfeited.

4. Applications for annual leave must be submitted to, scheduled and approved by the Chief or designee at least two weeks in advance of taking leave. Employees may indicate their preference for vacation periods, but vacations shall be scheduled at the discretion of the Fire Chief. The District retains the right to deny leave if such denial is necessary for the efficient operations of the District. If two employees request leave for the same period, seniority will constitute a factor in the approval process.
5. For any annual leave requested with less than the two weeks' notice described in paragraph 4 of this article, justification for the late submission must also be provided. Approval is subject to availability of coverage and is subject the Fire Chief's approval.
6. Upon separation from the District, employees will be paid for unused annual leave provided that three years of continuous service has been completed. However, no annual leave will be paid unless the employee has completed their probationary period.
7. On December 1st of each calendar year, employees may elect to sell back to the District a maximum of one hundred and twenty (120) hours of annual leave. However, if the District's denial of annual leave would require the forfeit of leave because the employee's leave balance would exceed the maximums specified in paragraph 3 of this article, the leave which would otherwise be forfeited can be sold back. To be eligible for this benefit, the employee must have used one hundred and twenty (120) hours of annual leave during the calendar year, and the employee's accrued annual leave balance shall be two hundred and forty (240) or more at the time of the sell back request. Payment shall be made in January. The annual sell back shall be calculated at the eligible employee's current rate of pay at the time of the payment.
8. For purposes of this Article, for any employee hired by the District on July 1, 2015, the employee's anniversary date with the Nevada Division of Forestry shall be used.

Article 5-4

Uniform Allowance

1. The District will provide employees with a uniform, boot, and linen allowance of ~~\$825~~ \$2,200 within the first two pay periods after their initial hire and annually with the second paycheck in July. ~~Listed below is the District's uniforms.~~

~~Class A Uniform~~

- ~~—1 Long/Short sleeved white dress shirt~~
- ~~—1 Pair of dress pant~~
- ~~—1 Name tag~~
- ~~—1 Set collar brass upon designated pinning~~
- ~~—1 Belt~~
- ~~—1 Dress shoes~~
- ~~—1 Class A hat~~
- ~~—1 Black tie~~
- ~~* Class A Uniforms are optional at the expense of the employee.~~

~~Class B Uniform~~

- 1 Long/Short sleeve dress shirt
- 1 Name tag
- 1 Badge upon designated pinning
- 1 Set collar brass upon designated pinning
- 1 Belt

Class C Uniform:

- 1 T shirt
- 1 Sweat shirt
- 1 Sweat pants
- 1 Shorts
- 1 ball cap

2. Employees will maintain all uniforms in good working conditions.

ARTICLE 5-6 Working Out of Classification

SECTION 1 – Vacancies

Vacancies for all ranks shall be filled by the Fire Chief or his/her designee from the current T-Card staffing system in place on a rank for rank basis. An employee shall only work out of classification, once the current T-Card staffing system for that rank is exhausted.

An employee may fill-in the ranks below their classification once the current T-Card staffing system for that rank is exhausted.

SECTION 2 – Acting Captain

A. Whenever a Firefighter works as an Acting Captain, they shall receive five percent (5%) in addition to their hourly rate specified in Appendix A and B for the time such work is performed.

B. Only employees who are current with all qualifications and certifications necessary to be a Captain shall be eligible to act as a Captain.

SECTION 3 – Acting to a Lower Classification

A. An employee wishing to act in a lower classification must notify the Chief. The Chief or their designee will verify the qualifications and certifications before allowing employees to fill the lower classification.

B. Employees acting in a lower classification shall be expected to perform the duties and responsibilities associated with that classification.

C. The regular Captain or supervisor will assign employees acting in a lower classification to any apparatus or field assignment, provided they possess the required qualifications and certifications. Employees acting in a lower classification will not receive preference in station apparatus assignments or field assignments based on their usual classification.

ARTICLE 5-7

Salary

- ~~1. EFFECTIVE JULY 1, 2023, THE SALARY SCHEDULES FOR ALL EMPLOYEES COVERED IN APPENDIX D WILL BE ADJUSTED BY THE ANNUAL PERCENTAGE INCREASE TO CPI-U ALL ITEMS IN WEST SIZE CLASS B/C, ALL URBAN CONSUMERS, NOT SEASONALLY ADJUSTED (SERIES ID CUURN400SA0) FOR THE CALENDAR YEAR ENDING DECEMBER 2022. THE ADJUSTED PERCENTAGE INCREASE IN SALARY SCHEDULES SHALL BE A MINIMUM OF 2.0% AND A MAXIMUM OF 3.0%. THE ADJUSTED PERCENTAGE INCREASE IS BASED ON U.S. BUREAU OF LABOR STATISTICS DATA (<https://data.bls.gov/timeseries/CUURN400SA0>). These salaries are shown in Appendix E.~~
- ~~2. EFFECTIVE JULY 1, 2023, SALARY SCHEDULES FOR ALL EMPLOYEES COVERED IN APPENDIX E WILL BE ADJUSTED BY AN ADDITIONAL 3%.~~
- ~~3. EFFECTIVE JULY 1, 2024, THE SALARY SCHEDULES FOR ALL EMPLOYEES COVERED IN APPENDIX F WILL BE ADJUSTED BY THE ANNUAL PERCENTAGE INCREASE TO CPI-U ALL ITEMS IN WEST SIZE CLASS B/C, ALL URBAN CONSUMERS, NOT SEASONALLY ADJUSTED (SERIES ID CUURN400SA0) FOR THE CALENDAR YEAR ENDING DECEMBER 2023. THE ADJUSTED PERCENTAGE INCREASE IN SALARY SCHEDULES SHALL BE A MINIMUM OF 2% AND A MAXIMUM OF 3.0%. IN THE EVENT THAT THE ANNUAL PERCENTAGE INCREASE TO CPI-U ALL ITEMS IN WEST SIZE CLASS B/C, ALL URBAN CONSUMERS, NOT SEASONALLY ADJUSTED (SERIES ID CUURN400SA0), IS EQUAL TO OR GREATER THAN 5%, THE ADJUSTED PERCENTAGE INCREASE IN SALARY SCHEDULES SHALL BE 4.5%. IN THE EVENT THE ANNUAL PERCENTAGE INCREASE TO CPI-U ALL ITEMS IN WEST SIZE CLASS B/C, ALL URBAN CONSUMERS, NOT SEASONALLY ADJUSTED (SERIES ID CUURN400SA0) IS EQUAL TO OR LESS THAN 0%, THE ADJUSTED PERCENTAGE INCREASE IN SALARY SCHEDULES SHALL BE 1%.~~

THE ADJUSTED PERCENTAGE INCREASE IS BASED ON U.S. BUREAU OF LABOR STATISTICS DATA ([HTTPS://DATA.BLS.GOV/TIMESERIES/CUURN400SA0](https://data.bls.gov/timeseries/CUURN400SA0)).

4. Effective July 1, 2025, salary schedules covered in Appendix A shall be adjusted by 2.6% based on the annual percentage increase to CPI-U all items West Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the calendar year ending December 2024. The adjusted percentage increase in salary schedules shall be a minimum of two percent (2%) and a maximum of three percent (3%). In the event the annual percentage increase is equal to or greater than five percent (5%), the adjusted percentage increase in salary schedules shall be four and one-half percent (4.5%). In the event the annual percentage increase is equal to or less than zero percent (0%), the adjusted percentage increase in salary schedules shall be one percent (1%). The adjusted percentage increase is based on the U.S. Bureau of Labor Statistics Data. This represents the total cost-of-living (COLA) increase for fiscal year 2026.

Effective July 1, 2025, the salary schedules covered in Appendix A shall reflect an additional one and one half (1.5) percent (1.5%) increase.

5. Effective July 1, 2026, salary schedules covered in Appendix A shall be increased by the annual percentage increase to CPI-U all items West Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the calendar year ending December 2025. The adjusted percentage increase in salary schedules shall be a minimum of two percent (2%) and a maximum of three percent (3%). In the event the annual percentage increase is equal to or greater than five percent (5%), the adjusted percentage increase in salary schedules shall be four and one-half percent (4.5%). In the event the annual percentage increase is equal to or less than zero percent (0%), the adjusted percentage increase in salary schedules shall be one percent (1%). The adjusted percentage increase is based on the U.S. Bureau of Labor Statistics Data.
6. Effective July 1, 2027, salary schedules covered in Appendix A shall be increased by the annual percentage increase to CPI-U all items West Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the calendar year ending December 2026. The adjusted percentage increase in salary schedules shall be a minimum of two percent (2%) and a maximum of three percent (3%). In the event the annual percentage increase is equal to or greater than five percent (5%), the adjusted percentage increase in salary schedules shall be four and one-half percent (4.5%). In the event the annual percentage increase is equal to or less than zero percent (0%), the adjusted percentage increase in salary schedules shall be one percent (1%). The adjusted percentage increase is based on the U.S. Bureau of Labor Statistics Data.
7. Effective July 1, 2025, shift differential of 6% shall be incorporated into the salary schedule outlined in Appendixes A.
8. Eligible employees will be advanced to the applicable next step of the pay schedule effective in the pay period in which the employees hire or promotional date falls.
9. All adjustments such as changes in withholdings, deferred compensation, etc. shall begin on the first day of the payroll period after the necessary documentation is provided.
10. FLSA will be paid at the rate of three hours per pay period per the rates contained in the pay schedules shown in Appendixes A and B and will be paid every other pay period.

~~In addition to the hourly rates set out in Appendixes A, B, and C E, F employees working a 24-hour shift shall also receive a 5% shift differential.~~