



# North Lyon County Fire Protection District

195 East Main Street  
Fernley, Nevada 89408  
District Office (775) 575-3310 Fax (775) 575-3314  
Jason Nicholl, Fire Chief

## Notice of Meeting

Date: Thursday February 29, 2024

Time: 6:30 p.m. or 1830 hours

Location: 195 East Main Street  
Fernley NV 89408  
or Virtual Zoom Meeting

### Directors

Paul Murphy, Chairman      Jay Rodriguez, Director  
Dan McCassie, Vice Chair    Michael Toombs, Director  
Harry Wheeler, Sec/Treasurer

Join Zoom Meeting at:

<https://us02web.zoom.us/j/88585479436?pwd=YktSM0RlVEdBUEUjNUR3R2NrNVFWOT09>

**Dial: 1-253-215-8782 Meeting ID: 885 8547 9436 Passcode: 441832**

## **NLCFPD Board of Directors Meeting Agenda**

1. Call to Order, Pledge of Allegiance and Moment of Silence
2. Public Comment (No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comments are limited to 3 minutes.)
3. CONSENT AGENDA\* (All matters listed under the consent agenda are considered routine and may be acted upon by the Board of North Lyon County Fire Protection District with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.)
  - 3a. Review and Approval of Board Agenda
4. Discussion and possible action regarding Grievance 24-01, Step 2\*
5. Public Comment (No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comments are limited to 3 minutes.)
6. Adjourn

- Notices:**
1. The Board may act on any of the "\*" items.
  2. At any time, the order of agenda items may be changed, removed, or combined with another item with Board consensus.
  3. The Board may limit the amount of time for public comments based upon the number of speakers on the same subject.
  4. Disabled members of the public who require special accommodations or assistance at the meeting are requested to notify in writing at the North Lyon County Fire Protection District, 195 East Main Street, Fernley, Nevada 89408 or by calling (775) 575-3310.

### **CERTIFICATE OF POSTING**

I, Kasey Miller, do hereby certify that I posted or caused to be posted, a copy of this agenda at the following locations on or before 9:00 a.m. February 26, 2024:

1. North Lyon County Fire Protection District, 195 East Main Street, Fernley, Nevada 89408
2. U.S. Post Office, Hardie Lane Fernley, Nevada 89408
3. City of Fernley – City Hall, 595 Silverlace Blvd, Fernley, Nevada 89408
4. Fernley Senior Center, 105 Lois Lane, Fernley, Nevada 89408
5. Lyon County Manager, 27 S. Main Street, Yerington, Nevada 89447
6. Nevada Public Notice Website, [www.notice.nv.gov](http://www.notice.nv.gov)

**Distribution:** To ALL persons requesting notification.

**PEOPLE FIRST**

North Lyon County Fire Protection District is an Equal Opportunity Employer & Provider



**North Lyon Fire Fighters Association  
IAFF Local 4547**

**GRIEVANCE FORM**

**Grievance # 24-01**

<b>Name of Aggrieved:</b> Local 4547	<b>Date:</b> 01/23/2023	<b>Date of Occurrence:</b> Ongoing	<b>Date Violation Became Known:</b> Ongoing
<b>Brief Statement of Dispute of Contract Violation:</b> The NLCFPD violated Articles 1, 2, 3, 41, 53 and any other impacted articles when it refused and continues to refuse to negotiate articles opened for negotiation by each party.			
<b>Relief Sought:</b> Cease and desist violations of CBA. Negotiate all articles properly opened by each party. Make the Union and its members whole in every way.			
<b>Aggrieved Signature:</b> <i>Joseph Mendoza</i>			<b>Date:</b> 2024-01-23
<b>Union Referral Date:</b> 01/17/2023	<b>Approve:</b> 12/23/2023		<b>Disapprove:</b> N/A
<b>Date Received in Level 1:</b> Jason Nicholl refused to sign when received.	<b>By:</b> Step 1 Grievance meeting held on 2/6/2023. Response received 02/07/2024		
<b>Level 1 Dispensation:</b> Jason Nicholl continued to hold his ground and violate Articles 1, 2, 3, 41, and 53.			<b>Date of Level 1 Dispensation:</b> 2024-02-07
<b>Date Received in Level 2:</b> 2024-02-20	<b>By:</b> <i>Paul Murphy</i>		
<b>Level 2 Dispensation:</b>			<b>Date of Level 2 Dispensation:</b>
<b>Level 3:</b> <b>Union Request to American Arbitration Association for Arbitration</b>			<b>Date Requested:</b>
<b>Name of Arbitrator Selected:</b>	<b>Date of Hearing:</b>		<b>Date of Award:</b>

**ARTICLE 1.**

**PREAMBLE**

- A.** This Agreement is made and entered into at Fernley, Nevada, pursuant to the provisions of the Nevada Revised Statutes (NRS) Chapter 288, by and between the North Lyon County Fire Protection District, hereinafter referred to as the DISTRICT, and the North Lyon Fire Fighters Association, IAFF Local 4547, hereinafter referred to as the UNION.
  
- B.** It is the purpose of this Agreement to achieve and maintain harmonious relations between the DISTRICT and the UNION, to provide for equitable and peaceful adjustments of differences which may arise, and to provide proper standards of wages, hours, and other conditions of employment.

**ARTICLE 2.**

**RECOGNITION**

- A.** The DISTRICT hereby recognizes the union as the exclusive bargaining agent for all full time non-supervisory, supervisory and emergency support services EMPLOYEES engaged in fire prevention, suppression, and fire equipment/apparatus repair and maintenance in the North Lyon County Fire Protection District.
- B.** The DISTRICT hereby recognizes the union as the exclusive bargaining agent for all full time non-supervisory, supervisory, and emergency support services EMPLOYEES employed by the North Lyon County Fire Protection District to provide emergency medical services.
- C.** In the event of any new position(s) being established, during the term of this agreement, by the DISTRICT, not listed above, and if that position is determined to be a community of interest; the position shall be included within the bargaining unit and represented within this agreement. The DISTRICT reserves the right to establish new classifications which may fall within the scope of this Agreement, including requirements and wage rates. Any wage rates for new classifications covered under this agreement will become subject to bargaining upon expiration of this Agreement. The DISTRICT shall notify the Union President of all changes to the job classifications covered by this Agreement.
- D.** Excluded from this agreement are administrative and clerical employees.
- E.** The DISTRICT and the UNION will meet annually during the budgetary preparation process (March 1- April 1) to determine if a new position created is a community of Interest.

## **ARTICLE 3.**

### **MANAGEMENT RIGHTS**

- A.** Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:
- 1.** The right to hire, direct, assign, or transfer an employee, but excluding the right to assign or transfer as a form of discipline.
  - 2.** 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 N.R.S. 288.150.
  - 3.** The right to determine:
    - i.** Appropriate staffing levels and work performance standards except for safety considerations;
    - ii.** The content of the workday, including without limitation workload factors, except for safety considerations;
    - iii.** The quality and quantity of services to be offered to the public; and
    - iv.** The means and methods of offering those services.
- B.** 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.
- C.** The DISTRICT 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.
- D.** The DISTRICT 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 31.

### GRIEVANCE PROCEDURE

- A. A grievance is a disagreement between an individual, or the UNION, and the DISTRICT concerning interpretation, application or enforcement of the terms of this Agreement.
- B. Upon initiation of a grievance the individual or UNION representative will first discuss the grievance with the immediate supervisor. The immediate supervisor will prepare a written report indicating how to resolve the grievance which shall be delivered to the grievant and the Fire Chief. The Fire Chief shall either approve or disapprove the report of the immediate supervisor and deliver his decision to the grievant.
- C. If the decision of the Fire Chief does not resolve the grievance, the UNION Grievance Committee shall proceed as follows:

**Step 1:** Within ten (10) work days of knowledge of the occurrence, the UNION may submit a signed written grievance to the Fire Chief. Within ten (10) days from the date the written grievance is received, the Fire Chief shall hold a meeting with the UNION to review and discuss the grievance for attempted resolution. The above may occur with or without the presence of the grievant. If the grievance is not settled within fifteen (15) work days of submission of the grievance to the Chairperson of the Fire District Board of Directors, the grievance will proceed to Step 2.

**Step 2:** Within ten (10) work days following failure to settle the grievance under Step 1, the UNION may submit it to the Chairperson of the Fire District Board of Directors. Within ten (10) days from the date the written grievance is received, the Chairperson of the Fire District Board of Directors or his/her designee shall hold a meeting with the UNION to review and discuss the grievance for attempted resolution. If the grievance is not settled within fifteen (15) work days of submission of the grievance to the Chairperson of the Fire District Board of Directors, the grievance will proceed to Step 3.

**Step 3:** Within seven (7) work days following failure to settle the grievance under Step 2, the UNION may submit it to arbitration.

- D. With the mutual agreement of the parties, the time periods mentioned above may be extended.
- E. The Arbitrator shall be selected in the manner prescribed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted under the rules of the American Arbitration Association. The list of arbitrators may be obtained from the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS) at the option of the grievant. With the mutual consent of the parties, expedited arbitration may be used.
- F. The findings of this Arbitrator shall be final and binding on all parties concerned.

**G. The costs of arbitration shall be borne as follows:**

- 1. 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.**
- 2. The Arbitrator's fees and expenses, and the cost of any hearing room shall be borne equally by both parties to the arbitration.**
- 3. 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.**

**H. 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 on an informal basis.**

**I. For the purpose of this Article, a "day" is defined as any calendar day except Saturdays, Sundays or holidays.**

**J. The list of arbitrators, seven (7) names, may be obtained from the American Arbitration Association Fresno office or the Federal Mediation and Conciliation Service (FMCS) at the option of the grievant. The parties shall select the arbitrator from the list by alternately striking one name until the name of only one arbitrator remains, who will be the arbitrator to hear the dispute. For the first grievance hearing the UNION shall strike the first name. From that point forward the parties shall alternate striking first. With the mutual consent of the parties, expedited arbitration may be used.**

**ARTICLE 41.**

**AMENDING PROCEDURE**

- A.** It is agreed that no provision of this Agreement may be amended without the mutual agreement of the parties.
- B.** There will be no change in any matter covered by this Agreement without the mutual consent of the parties.
- C.** There will be no change in any matter within the scope of representation without negotiations as required by N.R.S. 288.
- D.** The North Lyon County Fire Protection District agrees to negotiate, including all provisions provided by NRS 288 and this contract within the scope of representation of Local 4547, IAFF, with the Union over the impact and effects on represented employees of any decision to consolidate, merge, contract, subcontract, or any other form of transfer or placement to another entity, of any function which Local 4547, IAFF, has a legal interest.
- E.** This Agreement is the entire agreement of the parties.
- F.** 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 canceled or amended.
- G.** Benefits, including present working conditions, previously existing will not be diminished by any provision or failure of any provision of this Agreement, without mutual consent of the parties. For purposes of this article only, the continuation or start of practices following July 1, 2020 will be considered as best past practice.



## **ARTICLE 53.**

### **DURATION**

- A.** This Agreement shall become effective and retroactive to July 1, 2020 and shall continue until June 30, 2023, except as otherwise provided below.
- B.** 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.
- C.** If either party desires to negotiate changes in any Article or Section of this Contract, it shall give written notice to the other party of the desired changes before February 1 of each year, provided that during the term of this agreement no Article and/or Section of that Article shall be negotiated without the parties mutual consent.
- D.** The parties shall promptly commence negotiations. If the parties have not reached agreement by April 1st, 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.
- E.** If the parties have not reached an agreement within ten (10) work days(or an extended time period agreed upon by the parties) after the Fact Finders 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.
- F.** The Impartial Fact finder and the Binding Arbitrator shall be from the American Arbitration Association or Federal Mediation and Conciliation Services (FMCS) and all hearings shall be conducted by A.A.A. rules. The list of arbitrators shall be obtained from the Fresno Office.
- G.** 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.
- H.** The list of arbitrators, seven (7) names, may be obtained from the American Arbitration Association Fresno office or the Federal Mediation and Conciliation Service (FMCS) at the option of the grievant. The parties shall select the arbitrator from the list by alternately striking one name until the name of only one arbitrator remains, who will be the arbitrator to hear the dispute. For the first arbitration hearing the UNION shall strike the first name. From that point forward the parties shall alternate striking first. With the mutual consent of the parties, expedited arbitration may be used.