

**SIERRA FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS**

TUESDAY

4:00 P.M.

SEPTEMBER 12, 2006

PRESENT:

Bonnie Weber, Vice Chairman
Jim Galloway, Commissioner
David Humke, Commissioner
Pete Sferrazza, Commissioner*

Amy Harvey, County Clerk
John Sherman, Acting County Manager
Melanie Foster, Legal Counsel
Joe Reinhardt, Interim Fire Chief

ABSENT:

Bob Larkin, Chairman

The Board met in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

06-40SF AGENDA

In accordance with the Open Meeting Law, on motion by Commissioner Humke, seconded by Commissioner Galloway, which motion duly carried with Chairman Larkin and Commissioner Sferrazza absent, Vice Chairman Weber ordered that the agenda for the regular meeting of September 12, 2006 be approved.

06-41SF MINUTES

On motion by Commissioner Galloway, seconded by Commissioner Humke, which motion duly carried with Chairman Larkin and Commissioner Sferrazza absent, Vice Chairman Weber ordered that the minutes of the special meeting of May 15, 2006, and regular meetings of June 13, June 20, and June 27, 2006 be approved.

***4:15 p.m.** Commissioner Sferrazza arrived.

RESOLUTION - SALARY SCHEDULE/BENEFITS - NON-REPRESENTED MEMBERS

Interim Chief Joe Reinhardt explained this was for the non-represented group of employees within the District whose salary ranges and benefits had not been set.

Commissioner Galloway asked if these salaries were anticipated with the financial planning of the operation of the District. Mary Walker, District Financial Consultant, replied the District was within budget.

Upon recommendation of Joanne Ray, Human Resources Director, through John Berkich, Assistant County Manager, on motion by Commissioner Humke, seconded by Commissioner Galloway, which motion duly carried with Chairman Larkin absent, it was ordered that the following resolution and salary schedule setting forth the salary and benefits for the non-represented seasonal crew members and the benefits for the non-represented Fire Chief, Account Clerk II, Squad Boss, and Crew Superintendent be approved and the Chairman be authorized to execute the same:

RESOLUTION

WHEREAS, The Sierra Fire Protection District Board of Directors has adopted the provisions in the Cooperative Agreement for Provision of Fire Services between Washoe County, Sierra Fire Protection District, State of Nevada Department of Conservation and Natural Resources, and the Nevada Division of Forestry to be effective July 1, 2006 for employees of the District unless otherwise provided by Agreement: and

WHEREAS, The Sierra Fire Protection District Board of Directors has adopted their FY 2006-2007 budget delineating the positions, salary rates and economic costs for the district and has directed that the remaining terms and conditions for the bargaining unit including firefighters, firefighter/paramedics, fire equipment operators, captains, mechanics and battalion chiefs be negotiated pursuant to NRS Chapter 288 and presented to the District Board upon ratification by the respective unions; and

WHEREAS, The Sierra Fire Protection District has a need to hire seasonal employees who are not represented employees covered by the collective bargaining agreement with Sierra Fire Protection District and needs to memorialize their wages and benefits as well as those for the regular non-represented employees of the District; and

RESOLVED, BY THE SIERRA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS, to adopt this resolution setting forth the salary and benefits for non-represented seasonal crew members, including squad bosses and crew superintendent and the benefits for non-represented employees including the Fire Chief and Account Clerk II, to include any future classifications established by the Sierra Fire Protection District Board of Directors.

SECTION 1 - SALARIES

The salaries for seasonal employees in the classifications of firefighters, squad bosses and crew superintendent and the regular employees in the classifications of Fire Chief and Account Clerk II covered by this Resolution shall be paid in accordance with the Salary Plan as Exhibit A, which was placed on file with the Clerk, and by reference incorporated herein.

SECTION 2 - WORK HOURS

The normal workweek of employees covered by this Resolution shall be a total of forty (40) hours per workweek.

The scheduling of work shifts and workweeks shall be as directed by the Fire Chief or his representative.

SECTION 3 - OVERTIME COMPENSATION

A. Regular 40-Hour Personnel

Regular non-represented employees shall be compensated for overtime worked in accordance with the F.L.S.A. Employees eligible for overtime shall be paid for overtime worked at one and one-half (1.5) times their regular rate of pay for each hour; or major fraction thereof worked. For purposes of determining the regular rate of pay for computing overtime, the regular rate of pay shall be the rate as determined under the F.L.S.A. regulations and it shall not exceed said rate. Overtime shall be defined as any time worked in excess of 40 hours per week. Paid time not worked shall be included in the calculation of overtime. Such compensation shall be in the form of either cash payment or compensatory time which decision shall be made by the employee at the time the overtime is worked. The maximum amount of compensatory time that may be accumulated is 160 hours. Compensatory time utilized shall be limited to a maximum of 160 hours per calendar year.

SECTION 4 - STANDBY COMPENSATION

Non-represented regular and seasonal employees, excluding the chief, shall receive standby pay of \$5.00 per hour of standby, when designated by the Chief or designee to be in standby status.

SECTION 5 - HOLIDAYS

Non-represented and seasonal employees shall be eligible for the following paid holidays:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King Jr's Birthday)
3. Third Monday in February (Washington's Birthday)

4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. Last Friday in October (Nevada Day)
8. November 11 (Veteran's Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Day after Thanksgiving (Family Day)
11. December 25 (Christmas Day)

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

SECTION 6 - VACATION LEAVE

On the first day of the pay period following the completion of twelve (12) months of continuous service, or following completion of 2080 hours worked for seasonal employees, each regular full-time employees, and seasonal employees hired prior to July 1, 2006, working a 40-hour workweek shall be entitled to 80 hours of vacation leave credit. Thereafter, these employees shall accrue vacation leave benefits at the rates established below:

Continuous Service	Bi-Weekly Earning Rate (hrs)	Annual hours Earned
Less than three (3) years	3.08	80
Three (3) but less than five (5) years	4.64	121
Five (5) but less than ten (10) years	5.71	169
Ten (10) years or more	7.50	195

Vacation time may be accumulated from year to year not to exceed 240 hours as of the last full pay period encompassing December 31st.

SECTION 7 - SICK LEAVE

An employee is entitled to use accrued sick leave only:

- (a) When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy, or childbirth;
- (b) When quarantined;
- (c) When receiving required medical or dental service or examination;

(d) For adoption of a child if the Welfare Division of the Department of Human Resources or any other appropriate public agency requires the employee to remain at home with the child;

(e) Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose "immediate family" means the employee's spouse, parents (including step), children (including step), and, if living in the employee's household, includes corresponding relations by affinity to the above, foster children, foster parents, brother or sisters.

In the event of a death in the employee's immediate family, he/she may use accrued sick leave not to exceed five (5) days if the death is in the State of Nevada, or seven (7) days if the death is outside the State of Nevada for each death. For this purpose "immediate family" means the employee's spouse, parents (including step), children (including step), brothers, sisters, grandchildren, grandparents, aunts, uncles, nieces, nephews, or corresponding relation by affinity and, if living in the employee's household, includes foster children and foster parents.

A. Accrual Rates

Each regular employee, and seasonal employees hired prior to July 1, 2006, working forty (40) hour week shall accrue sick leave benefits at the rate of (4.64) hours per bi-weekly pay period, which is cumulative from year to year.

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

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

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

E. Payment on Separation

An employee separated from the service shall earn sick leave only through the last working day for which he/she is entitled to pay. Upon death, retirement, permanent disability, or termination of an employee after ten (10) years of full-time employment or its equivalent if the employee has not served as a full-time employee for reasons other than discharge for just cause, an employee shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at his/her regular hourly rate for every three (3) hours of sick leave accrued to a maximum payment of 800 hours for 40 employees.

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

40-hour regular employees who use 0 to 32 hours of sick leave as of the end of the twenty-sixth (26th) pay period in a calendar year shall receive 16 hours of Personal Leave credit at the end of the first full pay period the following January. Employees working a 40-hour workweek who use 33 to 40 hours of sick leave shall receive eight (8) hours of Personal Leave credit at the end of the first full pay period the following January.

Employees shall be allowed to voluntarily transfer up to a maximum of eighty (80) hours of their accumulated vacation leave or compensatory leave during any calendar year to another employee who has no accumulated sick leave hours, but who is otherwise eligible to take paid sick leave. Donated leave must be converted into money at the hourly rate of the donor and the money must be converted into sick leave at the hourly rate of the recipient. The maximum amount of accumulated leave transferred to any employee under the terms of this article shall be four hundred and eighty (480) hours for 40-hour employees. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.

SECTION 8 - CLOTHING ALLOWANCE

- A. Effective July 1, 2006, employees required to wear a uniform shall receive a clothing or uniform allowance in the amount of \$850.00 annually, payable in two (2) equal semi-annual installments on the first payday in July and the first payday in January.
- B. In the event of a uniform change, all Fire District members who are required to wear a uniform will, within a one (1) year period from the effective date of the change, convert to the new type uniform.

SECTION 9 - LONGEVITY

All regular full-time employees covered hereunder who have completed a total of eight (8) years or more of full-time service with the District shall be entitled to annual longevity pay at the rate of .25 percent (.0025) of the base pay for each year of continuous service with the District up to a maximum payment of 6.25 percent (.0625) for twenty-five (25) years or more of service. An employee's eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected in equal semiannual installments payable on the first payday of June and December immediately following a determination of eligibility. For qualified employees retiring or resigning before the due date of any semiannual payment, the amount of payment shall be prorated.

SECTION 10 - INSURANCE

A. The District agrees to provide a group medical plan, including health, dental and vision coverage, to regular full-time and seasonal employees and shall pay one hundred percent of the premium attributable to employee coverage under this plan during the life of the Agreement, unless amended pursuant to the parties FY 2008/09 reopener. In the event an employee elects dependent coverage, the District shall pay fifty percent of the premium for such coverage.

B. Retiree Health Insurance

The parties agree that for regular full-time employees transferring to the District as of July 1, 2006, upon retirement under PERS with a total of ten (10) years, that the District shall pay 50 percent of the employee only health insurance premium only. No employees hired subsequent to July 1, 2006 shall be eligible for the retiree health insurance benefit.

C. Life Insurance

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

SECTION 11 - MERIT PERSONNEL ORDINANCE PROVISION

All other provisions of the Washoe County Merit Personnel Ordinance not specifically addressed and/or modified by this Resolution shall remain in force and applicable to the employees covered under this Resolution.

SECTION 12 - SEASONAL FIREFIGHTERS

Seasonal Firefighters are temporary, at-will employees of the District appointed to perform fire services of a limited duration not to exceed nine (9) months.

Except for those benefits specifically for seasonal employees hired prior to July 1, 2006, a Seasonal Firefighter is not entitled to the rights, privileges and benefits of a permanent employee of the Sierra Fire Protection District including but not limited to career incentive accrual, vacation leave accrual, sick leave accrual, personal leave accrual, leaves of absence, or any other benefits provided by the Sierra Fire Protection District Board of Directors.

Seasonal Firefighters shall be afforded the District's Group Medical Insurance plan, including health, dental and vision insurance and uniform allowance as provided for the non-represented employees. This shall not include retiree medical insurance.

Seasonal Firefighters shall only be eligible for Nevada PERS once they qualify pursuant to PERS eligibility rules.

06-43SF **RECRUITMENT AND SELECTION PROCESS FOR DISTRICT
FIRE CHIEF**

Interim Chief Joe Reinhardt stated the Human Resources Department developed the selection process, and he explained the two options for recruitment and selection for the Fire Chief of the District.

Commissioner Galloway agreed with the recommendations, however, suggested Option 1 state “western areas” instead of “western states.” He moved to adopt Option 1 for the recruitment with the above change and Option 2 for the selection process. Commissioner Humke seconded the motion.

In response to Commissioner Sferrazza, Joanne Ray, Human Resources Director, replied nothing was wrong with either option. She said staff looked for the most effective way to recruit and screen the candidates.

Commissioner Galloway remarked if Option 1 was approved for the recruitment process, a subcommittee may have to be gathered, and he was not in favor of that.

Commissioner Sferrazza requested that staff recommend the panel to the Board. Commissioner Galloway said that could be added to the motion.

Vice Chairman Weber clarified the motion would be to approve Option 1 for recruitment, with changing “areas” instead of “states,” and Option 2 for the selection process. She said staff would bring the Board a recommendation for the panel, and the Board would have the option to add, subtract and decide on the panel.

Commissioner Humke asked if the Board would be able to place Commissioners on that panel and Commissioner Galloway agreed.

On call for the question the motion passed with a 4-0 vote with Chairman Larkin absent.

06-44SF **COOPERATIVE FIRE PROTECTION AGREEMENT - TRUCKEE
MEADOWS FIRE PROTECTION DISTRICT**

Commissioner Galloway asked where compensation was mentioned for fuels management within the boundaries of the Truckee Meadows Fire Protection District (TMFPD). Interim Chief Joe Reinhardt replied the compensation was built into the District’s budget with funds provided by the TMFPD. Commissioner Galloway said the agreement needed to state that, and he requested that be added and referenced.

Melanie Foster, Legal Counsel, suggested the item be continued for staff to rewrite the agreement.

On motion by Commissioner Galloway, seconded by Vice Chairman Weber, which motion duly carried with Chairman Larkin absent, it was ordered that agreement between the District and the TMFPD to provide certain wildfire management services for the TMFPD be continued.

06-45SF PRESENTATION - EXCELLENCE IN SERVICE CERTIFICATES
- JULY AND AUGUST

Interim Fire Chief, Joe Reinhardt, presented excellence in service certificates for the months of July and August to Jeanne Ellis, Account Clerk II, for developing the administrative programs within the District, Chris Ketring, Captain, for conducting operator examinations and the hiring process, and Tim Leighton, Captain, for preparing the driver/operator promotion testing and developing training programs.

Vice Chairman Weber remarked this was a good program and congratulated staff for the implementation.

PUBLIC COMMENTS

There was no response to the call for public comment.

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There being no further business to come before the Board, the meeting adjourned.

BONNIE WEBER, Vice Chairman
Sierra Fire Protection District

ATTEST:

AMY HARVEY, Washoe County Clerk
and Ex Officio Clerk, Sierra Forest
Fire Protection District

*Minutes Prepared by
Stacy Gonzales
Deputy County Clerk*