

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE EAST FORK FIRE PROTECTION DISTRICT
AND
THE EAST FORK PROFESSIONAL
FIREFIGHTERS' ASSOCIATION LOCAL 3726
NON-SUPERVISORY**



July 1, 2026-June 30, 2031

***Non-Supervisory Agreement Between the East Fork Fire Protection District and
the East Fork Professional Fire Fighters' Association Local 3726***

**An Agreement between
East Fork Fire Protection District
and the
East Fork Professional Firefighters**

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1 **ARTICLE 1 Parties**

2 This labor agreement ("Agreement") is entered into this July 1, 2026, by and between
3 the East Fork Fire Protection District ("District") and the East Fork Professional Fire
4 Fighters Association, International Association of Fire Fighters, Local 3726
5 ("Association").

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ARTICLE 2 Term of Agreement

The term of this Agreement will commence on July 1, 2026, and end on June 30, 2031.

This Agreement will remain in full force and effect during any subsequent labor negotiations between the Association and the District.

Notwithstanding any other provision of this Agreement and Article 2, after June 30, 2031, no increase in salaries, wages, or other monetary benefits will occur or be paid by the District until a successor labor agreement is executed by the Association and the District.

The Association will provide notice of its intent to open negotiations with the District by no later than February 1, 2031, as required in NRS 288.180.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Alan Ernst
District Fire Chief

Matt Hill,
Chief Negotiator Non-Supervisor
Bargaining Unit Representative
East Fork Professional Firefighters

Michael Sommers
President, Board of Directors
East Fork Fire Protection District

Justin Grimm
President
East Fork Professional Firefighters

Date

Date

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ARTICLE 3 Notices

For the purpose of administering the items requiring notices both parties agree, notices will be sent in both hardcopy and electronic formats to the following:

District Fire Chief
East Fork Fire Protection District
1694 County Road
Minden, Nevada 89423
aernst@eastforkfire.org (or current District Fire Chief)

President
East Fork Professional Firefighters
P.O. Box 994
Minden, Nevada 89423
Local3726president@gmail.com

ARTICLE 4 Recognition

The District recognizes the Association as the exclusive bargaining agent for all employees covered under this agreement. New positions created within the community of interest of the employees within the bargaining unit shall be added to the list in Appendix A.

Classifications:

- A.** The District Fire Chief, Association President, and the Director of Administrative Services shall establish minimum job qualifications for existing and any new classifications within the bargaining unit.
- B.** The District Fire Chief, Association President, and the Director of Administrative Services shall agree upon any content changes to existing classifications.
- C.** The District and the Association agree that employees within the classifications in Appendix A are represented by the Association and shall comprise the bargaining unit.

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ARTICLE 5 Definitions

In all matters regarding this Agreement, the following terms are defined as:

A. A "day" will be defined as any day, regardless of weekends or holidays recognized by the District.

B. An "alternate" is a person who is a member of a specific committee who may not vote unless a voting member on that same committee is absent, in which case the alternate may vote.

C. "Forced" shall mean an employee that is directed to remain on duty, without a break in service, on mandatory overtime.

D. "Base Hourly Rate" means the amount earned at the employee's hourly rate based off the employee's rank and step within the pay plan.

E. "Total Hourly Rate" means the employee's Base Hourly Rate plus incentives.

F. "PERS" means Public Employees' Retirement System of Nevada.

G. "Fire PERS" means Police Fire Employee's Retirement System of Nevada.

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ARTICLE 6 Indemnification

The Association will indemnify and hold the District and its elected officials, officers, employees and agents harmless against any and all claims, demands, suits, and all other forms of liability or costs that may arise out of or are related to any action taken by the Association under the provisions of Articles 6, 21, 53, and 54.

ARTICLE 7 Management Rights

- A.** Those subject matters that are not within the scope of mandatory bargaining and that are reserved solely to the District without negotiation include:
1. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee 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 adequate funding, subject to the Reduction-In-Force procedures in Article 59.
 3. The right to determine:
 - a. Appropriate staffing levels and work performance standards, except for safety considerations.
 - b. The content of the workday including, without limitation, workload factors, except for safety considerations.
 - c. The quality and quantity of services to be offered to the public; and
 - d. The means and methods of offering those services.
 4. The safety of the public.
- B.** Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS Chapter 288, the District is entitled to take whatever actions may be necessary to carry out its responsibilities during emergencies such as a riot, military action, natural disaster or civil disorder. Those actions may include the temporary suspension of this collective bargaining agreement for the duration of the emergency. The parties mutually agree that any action taken under the provisions of this subsection will not be construed as a failure to negotiate in good faith or a breach of this agreement.
- C.** The provisions of NRS Chapter 288 and this Article recognize and declare the ultimate right and responsibility of the District to manage its operations in the most efficient manner consistent with the best interests of all its citizens, taxpayers and employees.
- D.** This Article does not preclude, but NRS Chapter 288 and this subsection does not require, the District to negotiate subject matters enumerated above which are outside the scope of mandatory bargaining. The District shall discuss subject matters outside the scope of mandatory bargaining but the District is never required to negotiate those matters that are not the subject of mandatory bargaining.

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ARTICLE 8 Nevada Public Employees Retirement System (NVPERS)

Retirement will be handled in accordance with applicable sections of NRS Chapter 286.

Any rate changes to Public Employees Retirement System (PERS) contributions will initiate a reopener of this article.

ARTICLE 9 Corrective and Disciplinary Action

Purpose

The purpose of this article is to provide clear written policies on the administration of the disciplinary process to ensure consistency and to protect the rights of both the employer and the employee. This article will be utilized as a guideline to identify the issue and course of action to be taken to correct the issue, enhance job performance through problem resolution as outlined, or through the formal disciplinary process.

The District and the Association have the right to discipline in accordance with the Employee Development and Performance Program (EDPP), Discipline matters as outlined in the EDPP, and discharge are subject to the grievance procedures.

No discipline shall be imposed for the exercise of freedom of speech in Association affairs upon a member of the Association.

A copy of any written complaint, reprimand deficiency report or similar document, shall be furnished to the Association per the process outlined in Article 3. Subject to scheduling an appointment, an employee may review his or her personnel file during the normal business hours of the District.

No member shall be compelled to submit to a polygraph examination against their will. No disciplinary action or other discrimination shall be taken against a member for refusing to submit to a polygraph examination.

Discipline for Cause

Once probation is successfully completed, an employee may only be disciplined for just cause. Probationary employees are considered at-will and may be non-confirmed for any reason. Probationary employees are not entitled to disciplinary procedures provided for in this Agreement. Probationary employees are not entitled to grieve their non-confirmation.

Resignation

Any employee who resigns in concert with disciplinary action shall submit his/her resignation in writing. Applicable wages shall cease effective:

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56-hour employee end of shift of the resignation date

40-hour employee end of shift of the resignation date

EDPP changes:

Any changes to the EDPP shall be mutually agreed upon by the District and the Association.

ARTICLE 10 Grievance Procedures

A. Definitions

1. Grievance

A grievance is a disagreement between an individual or the Association and the Fire District concerning discipline or the interpretation, application or enforcement of the terms of this CBA, District policies, procedures, or regulations.

2. Grievant

A grievant is a person employed by the District and represented by the Association pursuant to the terms of Article 4 (Appendix A) who has submitted a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of the District or the Association as a group grievance and will thereafter be represented by a single grievant. The Association may be a grievant in cases limited to alleged violations of sections which provide specific benefits to the Association (excluding Article 7).

3. Day

The term "day" will mean a business day, excluding all holidays recognized by the District.

B. Process

An attempt will be made to resolve all potential grievances at the lowest level. If a potential grievance remains unresolved the Association Grievance committee shall proceed as follows:

Step 1: Grievance Determination

The Grievance committee, upon receiving a written and signed petition, shall determine if, in their opinion, a grievance exists. If in their opinion no grievance exists, no further actions shall be taken. Once the committee determines that a grievance exists the Association shall become the "grievant" as the term is used in this Article.

Step 2:

If the Grievance Committee believes a grievance does exist, the grievance committee shall, within twenty (20) days from the event giving rise to a grievance, or from the date the committee could reasonably have been expected to have had knowledge of such event, submit a written grievance form to effpdexecutivestaff@eastforkfire.org.

An Executive staff member shall, within ten (10) days after receipt of the written grievance, meet jointly with the grievant and Association representative(s). If a meeting is held, the Executive staff member shall have ten (10) days following

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such meeting to issue his\her written decision. Failure to meet or issue a decision pursuant to the above will result in the grievance being automatically moved to the next step.

Step 3:

If a grievant is not satisfied with the decision issued in Step 2, the grievant may, within ten (10) days of the receipt of such decision submit the grievance to the District Fire Chief. Within 10 (ten) days of receipt of the grievance, the District Fire Chief shall meet jointly with the grievant and Association representative(s). If a meeting is held, the District Fire Chief shall have ten (10) days following such meeting to issue his\her written decision. Failure to meet or issue a decision pursuant to the above will result in the grievance being automatically moved to the next step.

Step 4:

If the grievant is not satisfied with the decision of the District Fire Chief, the grievant may appeal the matter as set forth in Article 12.

C. General Provisions

1. If the Grievance Committee fails to carry a grievance forward to the appropriate level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the prior step.
2. The grievant may be represented by a person of the grievant's choice.
3. Time limits and procedures may be waived by mutual written consent of the grievant and the District.
4. All written grievances and responses shall be by email and phone call to the respective party.

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ARTICLE 11 Fact Finding and Arbitration

If the parties are unable to reach an agreement regarding the terms of a successor labor agreement, the parties agree to comply with the provisions of NRS Chapter 288 related to the resolution of such disagreements. For the first matter the Association shall strike the first name. From that point forward the parties shall alternate striking first.

ARTICLE 12 Arbitrator

A. Designation

The Arbitrator will be designated by the parties, in accordance with Fact Finding and Arbitration Article 11 of this Agreement.

B. Costs

The fees and expenses of the Arbitrator and of a court reporter, if used, will be shared equally by the Association and the District. Each party, however, will bear the cost of its own presentation including preparation and post hearing briefs, if any.

C. Effect of Decision

Decisions of an Arbitrator on matters concerning employee discipline and matters concerning interpretation of this agreement shall be final and binding to both Parties. Either type of decision is subject to judicial review.

D. Authority of Arbitrator

No Arbitrator will entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in the Association and unless such dispute falls within the definition of a grievance as set forth in the Grievance Procedure's article and has been processed in accordance with all provisions thereof and herein.

No Arbitrator will have the power to amend or modify a negotiated agreement or addenda supplementary thereto or to establish any new terms or conditions of employment. The Arbitrator's authority will be limited only to the application and interpretation of the provisions of this negotiated agreement. No Arbitrator will have the power to alter, amend or modify any District policy, procedure or regulation.

E. Matters Subject to Arbitration Procedure

Proposals to create, add to, or change this written agreement or addenda supplementary hereto will not be grieved or submitted to an Arbitrator and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process.

F. Rules of Evidence

Strict rules of evidence will not apply. However, rules of evidence and procedures for conduct of hearings will be guided by the standards in the American Arbitration Association voluntary arbitration rules or the Nevada Administrative Procedure Act, NRS Chapter 233B.

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ARTICLE 13 Savings Provision

If any provision of this Agreement is found by a court of competent jurisdiction to be in contravention of any federal or state law or regulation, such provision will be null and void, but the remaining provisions of this Agreement will remain in full force and effect.

When a provision of this Agreement is found to contravene the law as set forth above, and that determination has become final, the Parties shall meet promptly for the purpose of negotiating the terms of a provision to replace the terms deemed unlawful.

If Chapter 288 of the Nevada Revised Statutes is amended, the District and Association shall meet upon the request of either Party to discuss the effects of the amended statute(s) on this Agreement.

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1 **ARTICLE 14 Non-Discrimination**

2 Federal and state discrimination claims are not subject to the grievance or
3 arbitration procedures of this agreement.

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ARTICLE 15 Successorship or Consolidation of the District

The District agrees to meet and negotiate the impacts and effects of their decision to contract, subcontract, consolidate or transfer its operation(s) to a successor employer or agency. Nothing in this Article prevents the District from making the decision to contract, subcontract, consolidate or transfer its operations to a successor employer or agency.

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ARTICLE 16 Memorandum of Understanding (MOU)

A Memorandum of Understanding (MOU) shall be recognized as an amendment to a current labor agreement and shall automatically expire at the commencement of the next labor agreement.

ARTICLE 17 Drug and Alcohol

The District and Association strive to establish and maintain a drug and alcohol-free workplace.

A. Drug and Alcohol Regulations

All employees covered by this Collective Bargaining Agreement (CBA):

1. Will not be under the influence and/or have present in the body amounts above cutoff levels of alcohol, illegal drugs or other drugs which could impair the employee's ability to perform the job, drive a motor vehicle or use equipment; will not manufacture, use, distribute, sell or possess illegal drugs or misuse/abuse other drugs while on duty or acting in an official District capacity.
2. Will not use alcohol, illegal drugs or abuse other drugs during working hours, during breaks, meal periods or when scheduled to return to work.
3. Will not possess, store or transport alcohol or illegal drugs within District vehicles or equipment.
4. Will not manufacture, sell, distribute, dispense alcohol or illegal drugs to any person while on duty or acting in an official District capacity.
5. Will not possess or distribute drug paraphernalia while on duty or on District property.
6. Will submit immediately to a drug and/or alcohol test when requested by Director of Administrative Services or designee.
7. Will notify the Director of Administrative Services of any criminal conviction for a violation of federal or state law or local ordinance relating to drug or alcohol distribution, use or possession no later than five days after such conviction.
8. Will inform supervisor if they are taking any other drug that could impair their ability to perform the job, drive motor vehicles or use equipment.
9. All employees are governed by these requirements. Violations will result in disciplinary action up to and including termination of employment as scheduled in Article 9.

This article is intended to be applied in a common-sense manner. It is not intended to affect use of over-the-counter or prescription drugs in the prescribed or appropriate manner or possession or transportation of gifts.

B. Definitions (For purposes of this article)

1. "Reportable accident" means an occurrence involving a motor vehicle which results in a fatality, bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or one or more motor vehicles incurring damage considered to be greater than minor damage, or damage to other property as a result of the accident or the driver is cited for a moving violation.

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2. "Alcohol" includes, but is not limited to, any distilled spirits, malt beverages, wine or other intoxicating liquors.
3. "Illegal drug" is any non-prescribed or prescribed controlled substance or other illegal substance that the employee is not authorized to possess or consume by state law.
4. "Drug" or "Prescription Drugs" or "Other Drug" is defined as any over the counter or prescribed medication or prescribed control substance that the employee is authorized to possess or consume by state law.
5. "Conviction" means a finding of guilty or imposition of a sentence, or both, by any judge or judicial body charged with the responsibility to determine violations of federal, state or local criminal laws.
6. "Cutoff level" means a cutoff level for a drug as specified in state law or a blood alcohol level of .02 or higher.
7. "Drug Test" and "Screening" means a test, including providing the necessary sample of body fluid by the employee to be tested, for the presence of drugs or alcohol in the urine or blood of an employee. This provision includes pre-employment testing, random testing, reasonable suspicion testing and reportable accident testing.
8. "Medical Review Officer" (MRO) is a licensed physician with specific training in the area of substance abuse. The MRO shall have knowledge of substance abuse disorders and have the necessary training to interpret and evaluate laboratory test results in conjunction with an employee's medical history. An MRO shall verify all positive drug test result by reviewing a laboratory report and an employee's medical history to determine whether the result was caused by the use of prohibited drugs.
9. "Positive test result" means a drug or alcohol test above the cutoff level.
10. "Negative test result" means a drug or alcohol test result that is below the cutoff level.
11. "Safety sensitive/critical positions" means all employees covered by this agreement.

C. Confidentiality

1. Information provided to any supervisor or administrative personnel of any problem or potential problem related to the consumption, use or abuse of alcoholic beverages or controlled substances, or related to any other medical problem (including prescribed medications, alcoholism or drug addiction) of an employee is considered a part of the employee's medical record, and will be strictly CONFIDENTIAL.
2. Except as may be required by law, or on a "need to know basis", no supervisor or other administrator, may discuss or otherwise divulge any information concerning such matters. A "need to know" will be carefully observed so that only those persons with the need to know the information to assure correct medical treatment, a safe working environment, or proper implementation of this article, will be informed of such matters. Records related to such matters will be kept in a separate locked medical

records file by the Director of Administrative Services, with access to the file limited to the aforementioned "need to know" persons.

D. Drug-Free Awareness Program for Employees

1. The Director of Administrative Services will maintain information on community resources and employee benefits available to employees and/or dependents for assistance in problems related to substance abuse. The Employee Assistance Program (EAP) is also available for such resource/information referral.
2. Informational programs addressing the physical, mental and emotional dangers of alcohol and other substance abuse, as well as the rehabilitation options available to affected individuals, will be available to employees at least once a year.
3. Supervisory training will be provided on a periodic basis including such topics as: a review of the Drug and Alcohol-Free Workplace, detailed explanation of the Employee Assistance Program, drug awareness and symptoms of substance abuse; methods for dealing with substance abusers; supervisory responsibilities in implementing this article; and confrontational/referral techniques for supervisors. Training topics will comply with federal regulations.

DI. Drug and Alcohol Testing

1. Random Testing

A percentage equal to 30% of employees covered by this agreement will be tested annually for drug and alcohol use. The random testing will be spread throughout the year and employees will have no advance notification of random tests. Each employee will be in a pool from which random a selection is made. Each will have an equal chance of selection and will remain in the pool, even after the employee has been tested. Employees are required to immediately report to the designated medical facility upon being notified of their selection, but no longer than one hour of being notified, or if the employee's immediate duties preclude reporting upon being notified as soon as possible thereafter. Documentation for the reasons for the delay must be provided by the employee's supervisor. If the employee is not on-duty, Human Resources will notify the employee upon the employee's return to duty.

2. Post-Accident Testing

All employees involved in, or contributing to an accident on duty, shall be tested at the discretion of a Chief Officer as soon as possible.

3. Reasonable Suspicion

An employee will be required to undergo immediate drug and/or alcohol testing in accordance with this article if there is reasonable suspicion that the employee is under the influence of a drug and/or alcohol. Reasonable

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suspicion that an employee is under the influence of a drug and/or alcohol will be based on specific facts, and/or reasonable inferences derived from those facts. The observations shall be promptly documented, and the supervisor will use the chain of command to contact the Duty Chief.

4. Return to Work

- a. All tests for all substances will immediately indicate positive or negative prior to the employee being released from the collection facility.
- b. All employees who are tested for drug and alcohol use shall only return to duty if the test result is negative.
- c. If an employee tests positive, they will not be allowed to return to work and will be placed on Administrative Leave until it has been determined by the Medical Review Officer (MRO) to be a false positive.
- d. If the test results are positive, refer to discipline in Article 17H.
- e. An employee must submit to a return-to-duty drug or alcohol test before resuming the performance of safety sensitive functions following disciplinary action and treatment.

F. Alcohol testing

1. A test result of .00 - .02 will be considered a negative result.
2. A test result of greater than .02 will be considered a positive result.
3. Any test results greater than 50% of those levels specified in NRS 484 C.110 (3), will be considered a positive test.
4. The MRO will review the findings of a drug test with the employee before a final determination is made that the employee did not pass the drug test. The purpose of this review is to ensure that the findings of a "positive" test are not the result of the employee taking prescription medication in the amount prescribed.

G. Follow-up

1. Employees who are returned to duty after completion of a substance abuse rehabilitation program are subject to follow-up testing for at least one year and up to five years. The MRO shall recommend to the District the duration and when follow-up tests should occur.
2. Every effort will be made to respect the privacy and dignity of employees in the test sample collection process.
3. The collection of test samples from applicants and employees will be conducted by health care professionals in a private setting.
4. Proper chain-of-custody procedures will be adhered to.

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5. Test samples will be tested by an independent certified medical laboratory. The name and address of the laboratory will be available to employees upon request.
6. All final results will be verified in writing by the MRO, who will then forward those results to the Director of Administrative Services, who will maintain them in a secure location.

H. Discipline for Violations

1. A test result of .02 - .039 will result in a minimum 5-day suspension without pay.
2. A test result of .04 or greater will be considered as the second positive alcohol test within a 10-year period and will result in termination.
3. Any drug test results greater than 50% of those levels specified in NRS 484 C.110 (3), will be considered a positive test.
4. An employee who tests positive for alcohol or drugs and is not terminated will receive a minimum 5-day suspension without pay, six-month performance probationary period, and a mandatory referral to a Substance Abuse Professional (SAP). The employee will be evaluated by the SAP and follow treatment and rehabilitation program prescribed. The District is NOT authorized to receive any diagnoses or treatment information from the SAP. If the SAP concludes, in writing, that the employee is not cooperating or progressing with the treatment plan within a reasonable time period, they will report such information to the District for discipline. A second positive test within ten (10) years of the first positive test will result in termination of employment.
5. Refusal to submit to a test, intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen will constitute cause for termination of the employee who engages in such activity.
6. This article does not constitute a waiver of disciplinary appeal procedures provided for in a collective bargaining agreement.

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ARTICLE 18 Peer Agencies

The District and the Association agree that the following peer agencies will be used for contract comparison:

- Carson City Fire Department
- Central Lyon County Fire Department
- North Lake Tahoe Fire Protection District
- Reno Fire Department
- Sparks Fire Department
- Storey County Fire Department
- Tahoe Douglas Fire Protection District
- Truckee Meadows Fire Protection District

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ARTICLE 19 Pay Practices

All salaries will be based on a 5-Step Pay Plan. Any future negotiated wage adjustments will be effective the first pay date of each fiscal year unless otherwise stated.

All employees will receive their designated step increase annually based on their date of hire or promotion.

Step movements and any associated pay increases will be effective with the first day of the pay period in which the anniversary/promotion date falls.

At no time will an employee's wage exceed the approved pay plan that is in place at the time the employee is eligible for a step movement.

ARTICLE 20 Wages

Employees shall be compensated in accordance with Appendix B, incorporated by reference into this agreement.

A. Wage Range will be adjusted over FY 26/27 and 27/28 as outlined below and applied in accordance with Section B:

B. Cost of Living Adjustment (COLA) will be paid as follows:

Fire PERS

1. There shall be a 3.0% Cost of Living Adjustment (COLA) paid with the first pay date in July 2026.
2. There shall be a 3.0% Cost of Living Adjustment (COLA) paid with the first pay date in July 2027.
3. There shall be a 3.0% Cost of Living Adjustment (COLA) paid with the first pay date in July 2028.

PERS

1. There shall be a 3.0% Cost of Living Adjustment (COLA) paid with the first pay date in July 2026.
2. There shall be a 3.0% Cost of Living Adjustment (COLA) paid with the first pay date in July 2027.
3. There shall be a 3.0% Cost of Living Adjustment (COLA) paid with the first pay date in July 2028.

There shall be a wage reopener for FY 28/29 to discuss repurposing the 3.0% COLA into longevity. Additionally, both parties agree to a reopener if there is an increase or decrease of 15.0% or more in the ad valorem and consolidated tax revenue from FY 26/27 to FY 28/29 to discuss the need for adjustments to the COLA.

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ARTICLE 21 Payroll Deductions

The District will provide payroll deductions for Association dues at no cost to the Association or its members on the following terms:

Authorization

The District will deduct dues from the salaries of Association members and remit the total deductions to the designated Association officer(s) on a biweekly basis. However, no deductions will be made except in accordance with the terms of a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form will clearly explain any restrictions on the employee's right to terminate his/her dues deduction authorization that is imposed by the Association. No restriction imposed by the Association may require the employee to remain a member or continue automatic dues deductions beyond the end of the calendar month in which the employee terminates his/her membership or authorization for deductions.

Amount of Dues

The Association will certify to the District in writing the current rate of membership dues. The Association will notify the District of any change in the membership dues at least thirty (30) days prior to the effective date of such change.

ARTICLE 22 Promotional Pay Increases

Employees promoted to a position in a higher classification, including but not limited to Engineer, Captain, Captain/Investigator, and Master Fire Mechanic will receive a promotional pay increase to the step in the promotion range that is at least ten percent (10 %) higher than their current step before promotion. However, any promotional pay increase may not result in a salary that either exceeds the top of the new pay range or is lower than the bottom of the new pay range.

Employees promoting from Captain to Battalion Chief will be placed in Step 4 of the current Battalion Chief pay plan.

Employees promoting from Firefighter or Firefighter/EMTA to Captain will be placed in Step 4 of the current Captain pay plan.

Employees that are demoted, either voluntarily or involuntarily, to a position in a lower job classification will receive a salary decrease to the step in the new pay range that is equivalent to where the employee would have been had they not been promoted, but at a minimum, one step higher than they were before they promoted. However, the new pay rate must not exceed the top of the new pay range of the new job classification.

Exceptions to the Promotional Pay Increase

1. An employee hired as an FF/EMT-Basic (FF Pay Range) who completes EMT-Advanced training or Paramedic training will move to his/her current step in the new pay range and their step raises shall continue to occur on their initial hire anniversary date.
2. An employee hired as an FF/EMT-Advanced (FF/EMTA Pay Range) who completes Paramedic training will move to his/her current step in the new pay range and their step raises shall continue to occur on their initial hire anniversary date.

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ARTICLE 23 Overtime Pay

Overtime Defined:

Overtime hours will be as defined by Fair Labor Standards Act ("FLSA") regulations. Any changes to the District's overtime filling practices or procedures will be agreed upon by the Association prior to implementation.

Overtime pay shall be earned in increments of 30 minutes.

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ARTICLE 24 FLSA

Compliance with FLSA

The District will make such changes in this article and any others, as well as in practice, in order to fully comply with the Fair Labor Standards Act (FLSA) and any implementing regulations thereto. The District will notify the Association of proposed changes prior to implementation. Upon request by the Association, the District will meet with Association representatives to discuss the proposed changes. Any changes that may negatively impact the employees work hours, overtime, or overtime pay will be negotiated. This agreement will not be construed to provide any benefit beyond what is required by the FLSA.

FLSA Hours

Each employee scheduled to work 56-hour shifts will be compensated three (3) hours per pay period at straight time, regardless of the actual number of hours worked.

ARTICLE 25 Compensatory Time

40-Hour Employees (Fire and Regular PERS)

Full-time, 40-hour Fire and Regular PERS employees, working more than normally scheduled hours may elect to receive compensatory time off in lieu of receiving overtime pay. Compensatory time may be accrued to a maximum of one hundred and eighty-four (184) hours and may be banked for up to twenty-four (24) months. When an employee is paid out banked hours the hours will be paid at the employee's total hourly rate as of that pay period.

Compensatory time accrued by 40-Hour employees converting to a 56-hour position may be cashed out at time of conversion at their 40-hour rate of pay, or they may keep their earned/accrued compensatory time as per the rules stated above.

56-Hour Employees (Fire and Regular PERS)

Full-time, 56-hour Fire PERS employees may elect to receive compensatory time off in lieu of receiving overtime pay. Compensatory time may be accrued to a maximum of ninety-six (96) hours and may be banked for up to twelve (12) months. When an employee is paid out banked hours the hours will be paid at the employee's total hourly rate as of that pay period.

Intent: Comp time can only be accrued for regular overtime excluding reimbursable overtime. Compensatory leave use will follow the rules for annual leave or sick leave use.

ARTICLE 26 Call Back/Return to Work

A. Call Back (for employees with a Fire PERS\PERs membership on or before December 31, 2009)

1. Except as it may conflict with the Nevada Administrative Code at 284.214," Call back" pay is defined as compensation earned for returning to duty after an employee has completed his/her regular shift, is off duty for any period of time, and is requested to return to duty with less than twelve (12) hours' notice.
2. Call back is paid at two (2) times the employee's total hourly rate and is paid for a minimum of two (2) hours or time actually worked not to exceed twenty-four (24) hours.
3. Scheduling the 12-hour rule set forth in subsection (a) of the PERS policy 1.7 will be activated by the electronic call-out required for the shift scheduling from the District. Any electronic response system must comply with the 12-hour rule and not allow the employee call-in response to govern notification for purposes of the 12-hour rule.
4. The District may not convert what would otherwise be an overtime shift to a call-back shift by waiting until there is less than 12 hours' notice to request a return to duty, if the employer has knowledge more than 12-hours before the start of the shift to be staffed, either through notification or through normal staffing policies, of the staffing need.
5. For reporting purposes, the call back period must not exceed the duration of the initial call back shift or extend beyond the beginning of the member's next regularly scheduled shift.
6. This policy applies to all employees with an effective date of Fire PERS membership on or before December 31, 2009.

B. Call Back (for employees hired after January 1, 2010).

1. "Call Back" is defined as returning to duty within 12 hours after one's regular working hours to respond to an emergency.
2. For the purpose of this article, "Emergency" means a sudden, unexpected occurrence that is declared by the governing body or chief administrative officer of the public employer to involve clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property.
3. Call back is paid at two (2) times the employees' total hourly rate and is paid for a minimum of two (2) hours or time actually worked not to exceed twenty-four (24) hours.

C. Return to Work Pay

1. "Return to Work Pay" is defined as compensation earned for returning to duty after an employee has completed his/her regular shift, is off duty for any period of time, and is requested to return to duty with less than twelve (12) hours' notice.

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2. Return to Work Pay is paid at two (2) times the employee's total hourly rate and is paid for a minimum of two (2) hours or time actually worked not to exceed twenty-four (24) hours.
3. Return to Work Pay will be paid to employees who do not qualify for call back based on hire date.

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ARTICLE 27 Acting Pay

Any employee assigned to work in an acting position of Flight Medic, Squad Boss, Engineer or Fire Captain, which is above their current classification, will be compensated with an additional 10% of pay for all time worked in an acting capacity.

A Fire Captain assigned to work as an acting Battalion Chief will be compensated with an additional 15% of pay for all time worked in an acting capacity.

An employee who is on duty on a trade and is moved up into an acting position to the benefit of the District shall be compensated as outlined above.

ARTICLE 28 Advanced Certification Incentives

A. Hazardous Materials Team Assignment Incentive

Employees certified to the levels of Hazardous Materials Technician and assigned by the District Fire Chief to the Quad County Hazardous Materials Team shall receive a Hazardous Materials Incentive payment provided that the required certification is maintained and all team requirements, as established by the Quad County Hazardous Materials Team Administrative Committee, are met by the employee.

Employees certified to the levels defined in NFPA 1670, "Technical Rescue", assigned to a recognized team officially established by the District and assigned to that team by the District Fire Chief will receive a Hazardous Material Incentive payment provided that the required certification and all team requirements, as established by the District, are met.

The Hazardous Materials Incentive is equal to three percent (3.0%) of the qualifying employee's Base Hourly Rate.

B. Paramedic Certification Incentive

An Engineer or Captain certified by the State of Nevada as an Emergency Medical Technician-Paramedic (EMT-P) and who is able to function as a Paramedic within the District will receive incentive pay equal to six percent (6.0%) of the qualifying employee's base hourly rate.

C. Plans Examiner Certification Incentive

A Fire Inspector who holds a plans examiner certification and is assigned to perform Nevada Fire and Life Safety plans review will receive incentive pay equal to five percent (5.0%) of the qualifying employee's base hourly rate.

D. Field Training Officer (FTO) Incentive

Any qualified employee who is assigned as an FTO to an employee will receive an FTO Incentive of ten percent (10%) of the qualifying employee's base hourly rate, not to exceed 720 hours per FTO assignment. FTO's must follow all operational guidelines and protocols established by the District. FTO incentive pay will be per pay period. All necessary documentation will be forwarded to the District.

The selection of an FTO is within the sole discretion of the District. If for any reason a selected employee is unable to complete the FTO rotation, then the District will select an alternate and compensate the alternate as provided above.

ARTICLE 29 Administrative Captain Assignment

1. Employees may be assigned by the Fire Chief to serve in long-term 40-hour assignments. These assignments include, but are not limited to, Training, EMS, and the Fuels Division. When employees are assigned to these positions, they will be compensated according to the Fire Captain pay scale. Placement within the Fire Captain pay range will be set at the step that provides the closest increase to the employee's current base hourly wage and shall receive Administrative Assignment pay equal to twelve percent (12%) of Base Hourly Wage. Fire Captains assigned to the long-term 40-hour assignment shall remain on the Fire Captain salary schedule and shall receive Administrative Assignment pay equal to twelve percent (12%) of Base Hourly Wage. Any Fire Captain may be assigned by the Fire Chief to serve in an Administrative Captain Assignment on a 40-hour or 56-hour work schedule. These assignments include, but are not limited to, Training, EMS, and the Fuels Division. Fire Captains assigned to these positions, shall receive Administrative Captain Assignment pay equal to twelve percent (12%) of Base Hourly Wage.
2. Pay rate for normal and overtime hours will be converted to a 40-hour rate.
3. All accruals will be calculated on a 56-hour schedule.
4. Any cashouts or closeouts will be paid out on a 56-hour pay rate.
5. Employees will be eligible to work overtime on their days off and off hours.
6. Employees will be added to a list in Telestaff for eligibility. The list will follow off-duty 56-hour station ranks on a rank-for-rank basis but will be offered before it is made available to actors.
7. Any acting capacity overtime will be offered following 56-hour employees.
8. Employees will be able to earn overtime for off district assignments, hourly rate (56-or-40-hour rate) for off district will reflect reimbursable rate.
9. When a Fire Captain leaves the Administrative Captain Assignment and resumes regular duties, the employee will no longer be eligible to receive the Administrative Captain Assignment Pay and will only receive the employee's Base Hourly Wage and any other incentive pay the employee is otherwise entitled to receive.
10. If a Fire Captain that is filling the Administrative Captain Assignment is promoted to Battalion Chief, then the Fire Captain will receive a promotional salary increase based on their current base wage plus the Administrative Captain Assignment Pay they were receiving immediately prior to their promotion.
11. An employee assigned to the Administrative Captain Assignment will fulfill those duties for a minimum of one (1) year.

The Administrative Captain Assignment shall be filled in the following order:

1. Line Staff Captains (56-Hour Employees)

The assignment shall first be offered to a qualified 56-hour line staff Captain through a competitive selection process established by the Fire

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Chief. If no qualified Captain applies for the assignment, the process shall proceed to Step 2.

2. Acting Captains on the Captain Promotional List

The assignment shall next be offered to 56-hour line staff Acting Captains who are currently on the Captain Promotional List. Offers shall be made in accordance with promotional process in Article 62. If no eligible Acting Captain accepts the assignment, the process shall proceed to Step 3.

3. Other 56-Hour Line Staff Employees

The assignment shall then be opened to all other 56-hour line staff employees, regardless of rank, through a competitive selection process established by the Fire Chief. If no qualified employee applies for the assignment, the process shall proceed to Step 4.

4. Other Qualified Individuals

If the assignment remains unfilled after completion of Steps 1 through 3, the Fire Chief may appoint any individual deemed qualified for the position.

Any Acting Captain on the Captain Promotional List who accepts the Administration Captain Assignment shall be promoted to the rank of Captain and shall serve any required probationary period in accordance with Article 61.

Any 56-hour line staff employee who accepts the Administration Captain Assignment and is not on the Captain Promotional List shall retain their current rank and shall not be promoted to the rank of Captain solely by virtue of accepting the assignment.

An employee who retains their current rank while serving in the Administration Captain Assignment shall return to their previously held rank upon completion of the assignment unless otherwise promoted in accordance with this Agreement.

Any changes to the job descriptions of the Administration Captain Assignment shall be mutually agreed upon by both the District and EFPF Executive Board.

ARTICLE 30 Special Assignment Incentive

Employees assigned to one of the recognized special assignments listed in the contract will receive Special Assignment Incentive pay equal to the distribution assigned in this agreement. Special Assignments may be on an annual basis or short-term basis. Special Assignment Incentive pay will be equal to the percentage assigned in this contract of the qualifying employees' base hourly rate.

The following Special Assignment will be given 10%:

- Academy Agency Coordinator

The following Special Assignments will be given 5.0%:

- Employee Relations Liaison
- EMS Supply Manager
- RMS\PCR\MDC Manager

The following Special Assignments will be given 2.5%:

- Small Equipment Manager
- Technical Rescue Equipment Manager
- Radio Program Manager
- TeleStaff Manager

In addition to the listed Special Assignments, the Administration and Association can meet and confer for additional temporary Special Assignments and level of incentive for short term Special Assignments at either two- and one-half percent (2.5%) or five percent (5.0%) but in no case to exceed five percent (5.0%).

If multiple employees apply for an assignment, a selection process shall be applied that is agreed upon by the District and the Association. All the special assignments can be held by any Association Member regardless of rank in the District.

For each of the Special Assignment Incentives defined herein, the District will prepare applicable Special Assignment descriptions, responsibilities and expectations.

The District shall not be allowed to mandate an employee into a Special Assignment and conversely, the District is not obligated to fill any Special Assignment(s) if alternative means exist to accomplish the task associated with the Special Assignment(s).

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ARTICLE 31 Paramedic Preceptor Incentive

Any qualified employee that is assigned as a Paramedic Preceptor to an intern will receive a Preceptor Incentive of ten percent (10%) of the qualifying employee's base hourly rate, not to exceed 720 hours per intern. Preceptors must follow all operational guidelines and protocols established by the District. Preceptor incentive pay will be paid per pay period. Any necessary documentation will be forwarded to the District for billing purposes.

The selection of Paramedic Preceptor is within the sole discretion of the District. If for any reason a selected employee is unable to complete the Preceptor rotation, then the District will select an alternate and compensate the alternate as provided above.

ARTICLE 32 Holiday Pay

56-Hour Shift Employees

56-hour employees on a twenty-four-hour (24) schedule will receive two (2) lump sum allowances of seventy-two (72) hours at the employees' total hourly rate on the first pay dates in December and June in lieu of holiday pay. Each payment will be considered compensation for the holidays during the previous six-month period. New employees will be compensated for a pro-rated share of hours based on their hire date (e.g., an employee who is hired on March 15th with 108 days left in the semi-annual period will have his/her holiday pay calculated as follows: $108 \text{ days} \times 100\% \text{ divided by } 182.5 \text{ days} = 59.18\%$; $59.18\% \text{ of } 72 \text{ hours} = 42.61 \text{ hours}$). Should additional holidays be declared by the President of the United States, Governor of Nevada, or the District Board, the disbursement will be increased by twelve hours for each additional holiday declared.

Employees who leave the District's employment prior to the December or June distribution dates under this provision will receive a pro-rated holiday pay distribution based on the time they served during the previous relevant six-month period.

Example: an employee who Retires on March 15th with 105 days of employment in the semi-annual period preceding the June Holiday-pay payment issuance date will have his/her holiday pay calculated as follows: $105 \text{ days divided by } 182.5 \text{ days} = 57.54\%$; $57.54\% \text{ of } 72 \text{ hours} = 41.43 \text{ hours}$).

The six-month periods shall be considered December through May and June through November.

40-Hour Employees

If scheduled or required to work a holiday designated by the United States, the State of Nevada or the District, employees working 40-hour work weeks will receive one and one-half (1.5) times their Total Hourly Rate or compensatory time at one and one-half (1.5) times actual hours worked.

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1 **ARTICLE 33 Uniform Allowance**

2 The District will provide an annual uniform allowance of one thousand four
3 hundred dollars (\$1,400) per employee. Seven hundred dollars (\$700) will be
4 paid to the employee on the first pay dates in December and June of each year
5 during the term of this contract for the prior six-month periods.

6 Any changes to the District's uniform procedure, or changes to the uniform
7 requirements directed by the District, will be implemented only after the District
8 meets and confers with the Association. This uniform allowance is all inclusive of
9 uniforms, and District approved safety equipment.

10 The parties may develop a uniform procedure and standard supply process.

11 All new employees will be eligible to charge to an authorized vendor and/or to
12 receive reimbursement for approved uniform items not to cumulatively exceed
13 three thousand dollars (\$3,000) and must be spent prior to completion of an
14 employee's probationary period. Receipts for uniform items must be submitted
15 for reimbursement. After the successful completion of the initial probation period,
16 a new employee will receive the next scheduled uniform allowance payment.

17 Any new employee who fails to pass probation shall turn in all equipment or
18 uniforms issued or purchased through the provisions of this article to the District.
19 Any purchased uniforms or equipment lost or damaged during the probation
20 period shall be reimbursed to the District by the departing employee. The District
21 will require probationary employees to sign an agreement that allows the District
22 to deduct the costs of unreturned equipment or uniforms from a separating
23 employee's check or provide other relief. The District is solely responsible for
24 this uniform program, including its creation and implementation.

25 New hires will be required to purchase Class A within sixty (60) days from hire date.
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27
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ARTICLE 34 Tuition Reimbursement

The District will reimburse full-time employees for their educational costs for coursework or specialized training that the District believes is beneficial.

Both credit-yielding courses from accredited academic institutions of higher learning and non-credit yielding technical training courses are eligible for tuition reimbursement. Tuition or class fees will be reimbursed for non-credit yielding courses if the subject matter directly relates to an employee's job description and/or future jobs within the District.

Tuition reimbursement will occur under the policies stated in the East Fork Fire Protection District Procedures Manual, Tuition Reimbursement.

Paramedic Education Tuition

The District in its sole discretion and in the exercise of its rights set forth in NRS 288.150(3) and (5), may on occasion provide its employees with the opportunity for fire, emergency medical services, or other specialized training or education other than budgeted training. The number of employees and amount of funding allocated under this article is subject to management discretion during the budget development process.

Selection of employees for consideration to receive such training will be through a process developed by the District in consultation with the Association. The District retains final decision-making authority. Only employees who have successfully completed their initial employment probation shall be eligible.

In consideration of the District's payment for paramedic training, the employee agrees to the following:

- a. If the employee is unable to complete the terms of training due to what the District and Association agree to be extenuating circumstances (personal disability illness/injury or significant illness/injury of a family member causing work impacts beyond FMLA) the District Fire Chief, in his/her sole discretion, may forgive the employee's obligation to repay the District for the cost of the training.
- b. If the employee fails to complete the program and obtain paramedic certification, the employee will refund the entire amount of tuition expenses paid by the District on behalf of the employee.
 1. The employee will enter into a repayment agreement with the District to reimburse the costs of the training within twenty-four (24) months or as otherwise agreed to between the employee and the District Fire Chief. The employee agrees that a failure to arrange for and to complete a repayment agreement will subject the employee to any and all remedies available to the District in law or in equity and that the District shall be entitled to recover its costs and

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- 1 reasonable attorney's fee incurred in the collection of the
2 reimbursement.
- 3 c. If for any reason, with the exception of layoffs, the employees' employment
4 with the District ceases within six-months after completing the training and
5 receiving state paramedic certification, the employee shall repay the District
6 one hundred percent (100%) of the costs of tuition paid by the District. If the
7 employee leaves after six (6) months, but before the expiration of twenty-four
8 (24) months after receiving state certification, the employee shall pay back to
9 the District a pro-rated portion of the tuition based on the amount of
10 repayment time remaining calculated on a monthly basis.
- 11 d. If the employee's employment ceases after the expiration of twenty-four (24)
12 months after receiving state certification, the employee shall have no
13 obligation to repay the District for the cost of the tuition.
- 14 1. For example, if the employee leaves in the first month after receiving
15 state certification, the employee would owe the District one hundred
16 percent (100%) of the total cost of the tuition. If the Employee
17 leaves in the twenty-third month after receiving state certification,
18 the Employee would owe 1/24 percent of the total cost of the tuition.
- 19 e. The employee further agrees that, upon providing notice to the District of the
20 cessation of employment with the District, the employee will immediately
21 arrange for full repayment of the prorated amount. The employee agrees that
22 a failure to arrange for and to complete a repayment will subject the employee
23 to any and all remedies available to the District in law or in equity and that the
24 District shall be entitled to recover its costs and reasonable attorney's fee
25 incurred in the collection of the reimbursement.
- 26 f. This repayment agreement set forth herein does not create a contract of
27 employment between the employee and the District. The employee may
28 terminate his or her employment at any time and the District may terminate
29 the employee by following established practices.
- 30 g. The District shall keep records of the tuition costs paid under the agreement
31 with the attending school for each employee who accepts the above terms
32 and will make them available to the employee upon request.
- 33 h. Any employee who accepts these terms, will sign an acknowledgement of
34 understanding regarding the terms of compliance with this provision as
35 provided by the District.
- 36

37 **Note:** Intent for interning paramedics is they shall not work more than 48 consecutive
38 hours. Refer to District policy.

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ARTICLE 36 Annual Leave

A. Basis of Accrual

1. All employees who are regularly employed in 56-hour Fire PERS position on a continuous full-time basis will accrue annual leave on the basis of the schedule below:

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED/PAID</u>	<u>HOURS PER PP</u>
0 - 4 Completed year	6 shifts (144 Hours)	5.54 hours per PP
5 - 9 Completed years	8 shifts (192 Hours)	7.39 hours per PP
10 - 14 Completed years	10 shifts (240 Hours)	9.23 hours per PP
15 - 19 Completed years	12 shifts (288 Hours)	11.08 hours per PP
20 - 24 Completed years	14 Shifts (336 hours)	12.93 hours per PP
25 years or more	16 Shifts (384 hours)	14.77 hours per PP

INTENT: 56-Hour employees converted to a 40-hour week for light duty or any other temporary assignment i.e. Academy RTO will continue to accrue leave at the above rates.

2. All employees in Fire PERS or PERS who are regularly employed in a 40-hour position on a continuous full-time basis will accrue annual leave on the basis of the schedule below:

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED/PAID</u>	<u>HOURS PER PP</u>
0 - 4 Completed years	120 hours	4.62 hours per PP
5 - 9 Completed years	168 hours	6.47 hours per PP
10 - 14 Completed years	192 hours	7.39 hours per PP
15 - 19 Completed years	216 hours	8.31 hours per PP
20 years or more	240 hours	9.24 hours per PP

3. Employees who are hired during the middle of a pay period will have their hours prorated based on a 14-day pay period.

Example: Employee whose first day is the 5th day of the pay period will be calculated as follows: $5.54/14 = 0.4$ hours per day. $14-4 = 10 \times 0.4$ hours = 4 hours of leave accrued that pay period.

B. Accrual During Probation

Employees will accrue Annual Leave during their probationary period but will not be granted annual leave during their probationary period until he/she has been employed continuously for at least six months.

C. Accrued Leave for Lateral Transfers

A Lateral Transfer will accrue annual leave based on years of experience as a professional firefighter. One (1) year will be considered twelve (12) months

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completed, two (2) years will be considered twenty-four (24) months completed, three (3) years will be considered thirty-six (36) months completed, and so forth.

After sixty (60) days of employment, a Lateral Transfer may purchase hours of annual leave up to the maximum annual carryover of hours per Article 36(F) at the factor of one hour of pay buys one hour of leave.

D. Payment on Separation (non-retirement)

Employees who have completed at least six months of continuous service and leave the District will be paid for accrued unused annual leave at the employees' current total hourly rate.

E. Payment on Death

If an employee dies, who was otherwise entitled to accumulated annual leave under the provisions of this article, the legal heirs of the deceased employee will be paid an amount of money equal to the number of hours of annual leave accrued multiplied by the Total Hourly Rate of the deceased employee at the time of death.

F. Carry-over of Annual Leave to Following Year

A total of no more than 504 hours (Fire PERS employees) or 360 hours (PERS employees) of annual leave may be credited to an employee.

Any unused hours over 504 or 360 hours (depending on whether the employee is a Fire PERS or PERS employee) in the employee's bank at the end of the last pay period of the year will be transferred into the employee's Sick Leave bank balance by the end of the first pay period of the following year. The District will inform all employees of the date of the last pay period of the year via email a minimum of 6 pay periods prior to the date.

If an employee is unable to use leave due to the District cancelling approved leave (shall be entered as Forced Regular in Telestaff with a note stating what leave was cancelled) within the last 60 days of the calendar year and the employee is over the max hours on January 1, that employee shall not have those hours reset, in accordance with this provision, at the end of that calendar year and may use the canceled hours in the following calendar year.

Employees with any unused hours over 240 (56-hour employees) or 170 (40-hour employees) hours (depending on whether the employee is a Fire PERS or PERS employee) who wish to be paid out up to 72 hours (56-hour employees) or 40 hours (40-hour employees) must submit the required form no later than December 1st to Human Resources with pay out the first pay date in February.

G. Payment of unused accrued Annual Leave upon Retirement

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1. Payout shall be made

- a. directly to the employee
- b. or at the employee's option, into the employee's Deferred Compensation Account.

H. Approval of the Use of Annual Leave

Employees on a 56-hour work week

The first person in the Captain rank, the first person in the Engineer rank, and the first two persons in the Firefighter rank that request annual leave 30 or more days prior to the date requested are guaranteed the day off.

Subsequent requests for twelve hours or less annual leave are approved, pending coverage. Once covered, they shall be considered approved.

Employees on a 40-hour work week

The first person (per position) to request annual leave 30 or more days prior to the date requested is guaranteed the day off.

Subsequent requests for annual leave are guaranteed approved, once approved by their immediate supervisor pending coverage.

ARTICLE 37 Sick Leave

A. Basis of Accrual

All employees within the bargaining unit who are employed on a continuous full-time basis will accrue sick leave at the rate:

1. **Fire PERS employee regularly assigned to a 56-hour schedule:** 7.39 hours per pay period totaling one hundred and ninety-two point one four (192.14) hours per year.

INTENT: 56-hour employees converted to a 40-hour week for light duty or any other temporary assignment i.e. Academy RTO will continue to accrue leave at the above rates.

1. **Fire PERS or PERS employee regularly assigned to a 40-hour schedule:** 5 hours per pay period totaling one hundred thirty hours (130) hours per year.

- a. Hours will be credited to the employee at the beginning of the pay period. Employees who are hired during the middle of a pay period will have their hours for that Pay Period prorated based on 14 days per pay period.

Ex: employee whose first day is on the 5th day of the pay period will be calculated as follows:

- Fire PERS $7.39/14=0.5279$ hours per day.
 $14-4=10 \times 0.5279=5.279$ hours of leave accrued that pay period.
- PERS $3.39/14=0.2421$ hours per day. $14-4=10 \times 0.2421=2.2421$ hours of leave accrued that pay period.

B. Maximum Accrual

Fire PERS Employees

Any unused hours over 1,512 hours in an employee's bank at the end of the last pay period of the year will be removed by the end of the first pay period of the following year. The District will inform all employees what the date of the last pay period of the year will be via email at least six (6) pay period prior to that date.

PERS Employees

A total of no more than eight hundred (800) hours of regular sick leave may be credited to a PERS employee. Any unused hours over 800 hours in an employee's bank at the end of the last pay period of the year will be removed by the end of the first pay period of the following year. The District will inform all employees what the date of the last pay period of the year will be via email at least six (6) pay periods prior to that date.

C. Authorization for Use of Sick Leave

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1. Employees are entitled to use sick leave only when he/she or a member of the employee's immediate family is incapacitated due to a bona fide sickness or injury. Written medical verification for sick leave for more than two (2) consecutive shifts for Fire PERS employees or 5 consecutive workdays for PERS employees may be required and submitted to Human Resources. An employee may be required to be examined by a physician selected by the District for verification purposes and paid for by the District unless covered by health insurance at no expense to the employee.
2. Sick leave may be taken in 1-hour to 24-hour increments. Sick leave hours will be considered hours worked for FLSA purposes.
3. Sick leave may be granted by the District Fire Chief in extraordinary circumstances that he/she believes, in his or her sole discretion, will have a beneficial effect on the employee's morale and welfare and is in the interest of the District.

D. Sick Leave Pay Out

1. 56-hour employees may be compensated (at their total hourly rate based on their permanent/regular assignment) for a maximum of 1120 unused sick leave hours and 40-hour employees may be compensated for a maximum of 800 unused sick leave hours upon separation/retirement from the District based on the following total years of service:

5 Completed years.	36.8%
6 Completed years.	40.1%
7 Completed years.	43.4%
8 Completed years.	46.7%
9 Completed years	50.0 %
10 Completed years	53.3 %
11 Completed years	56.6 %
12 Completed years	59.9 %
13 Completed years	63.2 %
14 Completed years	66.5 %
15 Completed years	69.8 %
16 Completed years	73.1 %
17 Completed years	76.4 %
18 Completed years	79.7 %
19 Completed years	83.0 %
20 Completed years	86.3 %
21 Completed years	89.6 %
22 Completed years	92.9 %
23 Completed years	96.2 %
24 Completed years	100.0 %

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Employees with any unused hours over 192 (56-hour employees) or 130 (40-hour employees) hours (depending on whether the employee is a Fire PERS or PERS employee) who wish to be paid out up to 72 hours (56-hour employees) or 40 hours (40-hour employees) must submit the required form no later than December 1st to Human Resources with pay out the first pay date in February. Pay out will be paid at the employee's total hourly rate.

E. Sick Leave Pay Out at Separation and Retirement

1. Any accrued and unused sick leave hours, which are eligible for pay out based on this article, will be paid out into the employee's rHRA at their total hourly rate of their normal assignment.

2. Notwithstanding the foregoing, in the event of a job-related death or total permanent disability as determined under Workers' Compensation (NRS Chapters 616/617 in effect on the date of the determination), the District shall pay one hundred percent (100%) of the accumulated sick leave balance to either the employee or his/her legal heirs. The payment shall be computed at the employee's total hourly rate based on their permanent/regular assignment at the time of the death or total permanent disability.

ARTICLE 38 Military Leave

An employee who is an active member of the National Guard or reserve component of the United States Armed Forces will notify the District of their active status upon their hire date or immediately upon activation. An employee who is an active member of the National Guard or any reserve component of the United States Armed Forces will, upon request, be relieved from his/her duties to serve orders for military duty, without loss of pay or accrued leave for a period not to exceed fifteen (15) workdays in any calendar year. The duration of the workday will be dependent upon the orders received and the employee's ability to return to work in the twenty-four (24) hour shift.

The employee will make their reserve status known to the District at the beginning of each calendar year and will provide any known reserve obligations to those responsible for staffing a minimum of 30-days in advance except during times of military conflict or other emergency activations.

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ARTICLE 39 Administrative Leave

Administrative Leave may be granted by a Battalion Chief or higher rank, related to an on-duty traumatic event which contributes to the employee being unable to perform his/her job in a safe or proficient manner for the rest of the employee's assigned shift (i.e., a traumatic call, death of a co-worker while on duty, etc.). The employee may request to be sent home and, if granted, will be granted Administrative Leave instead of using Sick Leave and a C-1 will be filed. No more than forty-eight (48) hours of Administrative Leave may be used per employee per qualifying event without approval of the District Fire Chief.

For any non-work-related traumatic event, a Deputy Chief or higher rank, may determine, at his/her discretion, whether Administrative Leave should be provided. In these situations, Administrative Leave, up to forty-eight (48) hours, may be provided. Additional Administrative Leave may be granted by the District Fire Chief.

ARTICLE 40 Court and Jury Duty Leave

Jury Duty

Court appearances are considered to be prescheduled duty and not subject to call back provisions of this agreement.

- A.** If an employee is summoned for jury duty on his/her regular workday, he/she will receive full pay but will refund any compensation received for jury duty to the District for any workdays that were missed.
- B.** An employee summoned for jury duty on his/her regular workday will be excused for his/her entire shift. However, if the employee is excused from jury duty before 5:00 p.m. and is not required to appear for jury duty the next day, the employee will return to the workplace to complete his/her regular assigned shift. This can be waived by the District's administration on a case-by-case basis.

Court Time

- A.** If an employee appears on his/her regular workday in any court or before any grand jury as a party to an action arising out of his/her employment or as a witness to observations or knowledge received in the course of his/her employment, he/she will receive full pay and time off from his/her regular workday, but will refund any witness fee to the District. However, if the employee is excused from court duty before 5:00 p.m. and is not required to appear for court duty the next day, the employee will return to the workplace to complete his/her regular assigned shift. This can be waived by the District's administration on a case-by-case basis.
- B.** If an employee's presence is required outside of the employee's regular shift to give testimony or a statement concerning observation or knowledge made or obtained in the course of his/her employment at a deposition by subpoena or for an interview at the direction of the courts, or at the direction of the District Fire Chief, the employee will be paid overtime for the time required for such an appearance. A two (2) hour minimum payment of overtime will be paid to the employee. The employee will notify their supervisor as soon as possible when court action requires the employee to be present.
- C.** Employees will not serve as expert witnesses unless specifically authorized by the District or as required by a court of competent jurisdiction.

ARTICLE 41 Professional Development Leave

The purpose of Professional Development Leave (PDL) is to enable an employee to attend professional development training or classes when he/she is scheduled to work. Professional Development Leave will not be used for mandatory District training, but the District will provide leave/coverage. Professional Development Leave may be used when an employee is scheduled to work but desires to attend any educational instruction that is directly related to the employee's present position or which would enhance advancement potential for a career path within the employee's current job classification.

All bargaining unit employees in Fire PERS who are employed by the District on a continuous full-time basis, will be given up to ninety-six (96) hours of professional development leave per fiscal year. Any professional development leave that is not used will not be carried over from year to year and will be forfeited. Professional Development Leave time must be scheduled and approved first by the employee's assigned Battalion Chief and then by the Division Chief. Professional Development Leave is subject to the operational requirements of the District.

Employees may apply for additional Professional Development Leave. The District Fire Chief or designee will either approve or disapprove the request. Application for additional PDL must first serve to the benefit of the District.

ARTICLE 42 Bereavement Leave

- 56-hour employees can use up to ninety-six (96) hours of accrued leave or LWOP for Bereavement leave.
- 40-hour employees can use up to eighty (80) hours of accrued leave or LWOP for Bereavement Leave.

Accrued leave may be taken for a death in the employee's immediate family. The District Fire Chief or designee may approve Bereavement Leave for a longer period of time.

Immediate family is defined as a spouse, parents, children, brothers, sisters and grandparents of the employee or the employee's spouse. In the case of any other relative of the employee, the District Fire Chief or designee may authorize such accrued leave. "Immediate family" is defined by Nevada law, including NAC 284.5235, and means:

- a. The employee's parents, spouse, children (regardless of age), brothers, sisters, grandparents, great-grandparents, uncles, aunts, nephews, nieces, grandchildren, great-grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-parents and step-children;
- b. If they are living in the employee's household, the employee's grandfather-in-law, grandmother-in-law, great-grandfather-in-law, great-grandmother-in-law, uncle-in-law, aunt-in-law, brother-in-law, sister-in-law, grandson-in-law, granddaughter-in-law, nephew-in-law, niece-in-law, great-grandson-in-law and great-granddaughter-in-law.

In the case of any other relative of the employee, the District Fire Chief or designee may authorize use of Bereavement Leave to attend to the relative.

Intent: Allow employees to utilize any leave available to cover their time off.

ARTICLE 43 Extended Leave

The District will establish two extended leave options, which will allow employees who have exhausted their twelve (12) weeks of leave as allowed under the Family and Medical Leave Act (FMLA) to submit a request for up to a maximum of twenty-four (24) weeks of authorized job-protected leave, not including the twelve (12) weeks of FMLA.

Extended leave will be granted in two twelve (12) week allocations. Each allocation period must be requested and approved by the Administration. Extended Leave (EL) is designated for the initial twelve (12) week extension period and Additional Extended Leave (AEL) is designated for the subsequent twelve (12) week extension period. The combination of EL and AEL time shall not extend beyond twenty-four (24) weeks, not including the twelve (12) weeks allocated under FMLA.

Criteria/Limitations

Eligibility is limited to full-time employees (FTE) who have been employed for a minimum of one year and have completed their initial probationary period.

Employees utilizing EL must have a qualifying event that follows the same criteria identified under FMLA.

Extended Leave will be limited to a twelve (12) week period on an annual basis (rolling).

Employees must submit a request for EL leave to Human Resources. Employee must provide documentation as determined by the District to validate the need for the leave.

Employees shall utilize annual, sick, and comp earned leave, as well as trades while on EL. Employees may also request to utilize Leave Without Pay (LWOP) as an option.

Employees are not eligible for Extended Leave if they have filed a Workers' Compensation claim, regardless if the claim is pending, delayed, or accepted.

Any employee who completes FMLA paperwork shall be provided the extended leave request forms for extended leave.

Additional Extended Leave (AEL)

An additional twelve (12) week period of Additional Extended Leave (AEL) may be requested by employees who have exhausted their job-protected leave under the Extended Leave (EL) option and need additional time.

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The requirements to utilize AEL shall follow the same requirements identified under the EL option.

A request of AEL must be submitted to Human Resources. If the request meets the criteria of FMLA, it shall be approved by the District Fire Chief, and an additional twelve (12) weeks of job-protected leave will be granted to the requesting employee. Under no circumstances will the combined EL and AEL time extend beyond twenty-four (24) weeks, not including the twelve (12) weeks of FMLA.

Employees must request approval for additional AEL leave and will be required to provide documentation as determined by the District to validate the need for the additional twelve (12) week period.

Definitions:

FMLA – Family Medical Leave Act

FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave.

Extended Leave (EL)

The initial request of twelve (12) weeks of job-protected leave, after the employee exhausts their FMLA leave.

Additional Extended Leave (AEL)

The final request of a second twelve (12) week period of job-protected leave, after the employee exhausts their EL leave.

Intent: Extended leave time shall be managed utilizing Telestaff.

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ARTICLE 44 Leave Donation

Employees covered by this Agreement who require additional leave time due to a catastrophic illness or injury may request additional leave time through notification to the Association's Executive Board. All donations of leave time to the requesting employee will be donated from the donor's annual leave bank or sick leave bank at the donating employee's current base rate of pay then recalculated based on the requesting employee's base rate of pay in order to determine the number of hours the donor's time will represent to the requesting employee. Any unused donated time will be returned to all donors on a prorated basis after being recalculated.

ARTICLE 45 Leave of Absence

A. Eligibility

Leave without pay (LWOP) may be granted to an employee who desires time off from the District's service and does not have accrued leave or compensatory time off available.

B. Short Term LWOP

LWOP of thirty (30) days or less may be granted for the good of the public service by the District Fire Chief or designee.

C. Long Term LWOP

LWOP of thirty (30) days or more may be granted for the good of the public service by the District Fire Chief. Leave must be approved by the District Fire Chief or the District Board of Directors. Long-term leave without pay shall not exceed ninety (90) days.

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ARTICLE 46 Non-Occupational Injuries/Illness

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

Light duty assignments greater than ninety (90) days shall be approved by the District Fire Chief or designee. The employee shall be paid at their current wage for hours worked in a forty-hour workweek.

ARTICLE 47 Occupational Injuries/Illness

Injury/illness Workers Compensation

- A.** An employee who suffers an injury/illness that is approved by the District's Worker's Compensation carrier during the course of his/her employment and completes a Form C1 will be entitled to Injury/illness Leave subject to any limitations imposed by this Article or state law.
- B.** "Injury/illness" means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result and resulting from external force, including injuries to artificial body parts.
- C.** The parties agree that any injury/illness sustained by an employee while engaging in an athletic or social event sponsored by the District will be deemed not to have arisen out of or in the course of employment unless the employee received compensation for participation in the event.
- D.** Any injury/illness occurring on duty where the employee is incapacitated for five or more consecutive days, or five cumulative days within a twenty (20) day period, compensation will be computed from the date of the injury/illness. The District will be required to cover all leave up to one hundred and twenty (120) calendar days as required by law.
- E.** During the one hundred and twenty (120) calendar day period, no employee leave deduction (sick, vacation, or comp time) will be used. After one hundred and twenty (120) calendar days, the employee may use annual leave, compensatory time off, or sick leave to cover the one-third of the employee's wages not paid by worker's compensation or injury/illness leave as stated above. The District Fire Chief or designee may approve additional days over one hundred and twenty (120).
- F.** Light duty may be made available to an injured employee at the convenience of the District. The employee must follow all prescribed written safety policies and procedures to qualify for injury/illness leave (e.g. wearing full protective clothing and equipment when necessary, using tools and equipment properly, and exercising prudent care while performing assigned functions).
- G.** When an employee is eligible at the same time for benefits under applicable sections of the Nevada Revised Statutes and for sick leave or injury/illness leave benefit, the amount of sick leave or injury/illness leave benefit paid to said employee shall not exceed the difference between their normal salary and the amount of any benefit received, exclusive of payment of medical or hospital expenses under required sections of the Nevada Revised Statutes for that pay period. Any usage of such leave shall be deducted from the employee's sick leave balance. The employee may apply for short-term disability subject to acceptance by the insurance carrier.
- H.** The District will follow state law with respect to any Occupational Illness or Disease.

Total Compensation

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When an employee is eligible for benefits under Chapter 616C or 617 of the Nevada Revised Statutes, the payments provided to an employee under those chapters of the Nevada Revised Statutes, exclusive of payment of medical or hospital expenses, will be the total compensation received by the employee.

FMLA While on Workers Compensation Leave

An employee's workers' compensation leave shall not be deducted from the employee's FMLA leave subject to any limitations imposed by this article or state law or District's workers compensation provider.

Disability Retirement

Once the District has received notice from the District's workers compensation provider of the employee's permanent disability, the District shall notify the employee to discuss disability retirement with Nevada PERS. If the employee applies for PERS disability retirement, the District shall keep the employee on the payroll for 90 days or until Nevada PERS has ruled on the Disability.

Modified Duty Assignments

- A.** Employees covered by this agreement whose physical condition prevents him/her from performing his/her normal work duties as assigned, at the convenience of the District, the District may place him/her in an assignment in which the employee can perform work consistent with his/her condition. The District agrees to place employees into light duty assignments within the District's areas of responsibility.
- B.** Employees who have been on authorized injury/illness leave due to work-related injury/illness under applicable workers' compensation law will, upon release from his/her doctor and upon presentation of said release, return to work in a light duty assignment if one is available. Any assignments to light duty will be in conformance with limitations imposed by the employees treating physician, and no employee will be assigned light duty tasks that would predictably prolong the rehabilitative process or otherwise increase the risk of further injury/illness.
- C.** The intent of this provision is to permit employees to return to work as soon as is medically possible within the requirements of applicable workers' compensation laws. The parties understand that light duty refers to tasks other than the full range of the employees' regular assigned duties.
- D.** Nothing in this section will require the District to create a light duty assignment.
- E.** The assignment to a light duty assignment under this section will not be optional for the employee. If an employee turns down the assignment, no regular compensation will be provided. Any accrued leave, Trades, or Leave Without Pay use is permitted.

ARTICLE 48 Employee Life and Health Insurance

A. Cafeteria Plan

1. The District will continue to maintain a cafeteria benefit plan. A cafeteria plan recognizes that employees have diverse needs, and allows employees to choose benefits based on their individual needs.
2. The District will offer eligible employees' medical, dental, vision and life insurance (individual coverage or family/dependent coverage).
 - a. The District will provide a \$25,000 life insurance policy for the employee only.
3. If a High Deductible Medical Plan with Health Savings Account is offered by the District, an incentive will be provided for employees to participate in the plan. The District will meet and confer with the Health Benefits Committee prior to implementing a change of the current health benefit plan.
4. The health benefit plan, in whole or in part, may be optional for employees that can provide acceptable proof of comparable coverage through another source. Approval for a waiver of the health benefit plan will be at the discretion of the District Fire Chief after consulting with the Insurance and Benefits Committee. If an employee waives the core medical package, the employee will receive a fixed dollar amount per month in lieu of coverage, which they may use for items on the cafeteria menu offered by the District including Life, Dental and Vision, if they choose.
5. If a High Deductible Medical Plan with Health Savings Account (HSA) is not offered, a High Deductible Medical Plan with a Health Reimbursement Arrangement (HRA) may be offered in its place. If an HSA is not offered, Article 48 shall be reopened and plan changes negotiated.
6. The District will offer the employee Long Term Disability, Short Term Disability, additional Life Insurance and other ancillary plans. The employee will pay the cost of these plans if they choose to enroll in them.

B. District Fund Contribution for Health Benefit Package

1. If a health benefit plan is waived pursuant to Section A (4) above, employee shall receive a \$450 monthly contribution.
2. The District will provide employees with employee-only coverage at the actual employee-only cost for the PPO or HSA health plan selected by the employee subject to Article 48 E.
3. The District will provide employees with employee plus dependent coverage at the actual employee/dependent premium cost for the PPO or HSA health plan selected by the employee subject to Article 48 E.

C. Monthly Contribution in Lieu of Health Benefit Plan

1. Dental, vision, and life insurance may be purchased by the employee with the monthly contribution of \$450.

D. High-Deductible Medical Plan with Health Savings Account

The District will provide eligible employees with medical, dental, vision and life insurance coverage at the current premium cost, which will vary depending upon whether the employee has individual coverage or family coverage.

1. High-Deductible Medical Plan with Health Savings Account

Under the High-Deductible Medical Plan with Health Savings Account, employee medical premium costs and individual plan savings accounts will be funded as follows:

	Premium Contribution/Month	Annual Account Contribution
Employee Only	100% of Premium	\$1,500
Employee + Spouse	100% of Premium	\$2,500
Employee + 1 Child	100% of Premium	\$2,500
Employee + 2 or More Children	100% of Premium	\$2,500
Employee + Family	100% of Premium	\$2,500

2. Annual Account Contribution Distribution

Fifty percent (50%) of the annual account contribution will be deposited in individual accounts two times each calendar year (the first Pay Dates in January and July). If a plan participant experiences a qualifying event which results in a status change during the year, the premium and account contribution will change at that time. Account contributions will be recalculated and reflect the new account contribution rate. If a plan participant experiences a qualifying event which results in a status change between January and July, the account contribution for July will be prorated based on the participant's status when they had a qualifying event. The employee will receive the next scheduled account contribution payment based on the new status.

3. Probationary Employees

During the first year of employment, new employees will have the option of participating in the High-Deductible Medical Plan with Health Savings Account or PPO medical plan.

First year employees will be eligible for Health benefits on the first day of the month after their first thirty (30) days of employment.

If the employee first becomes eligible for Insurance coverage after July 1st of any year and chooses the HSA plan, they will retroactively receive the July 1st HSA Account Contribution upon eligibility.

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If the employee first becomes eligible for insurance coverage prior to July 1st, then the employee will receive the January HSA Account Contribution upon eligibility.

New employees will be eligible for lump sum contributions to their High Deductible Medical account with Health Savings Account, as set forth in Section D (1) regardless of premium increases, not to exceed the Annual Account Contribution per year.

E. Premium Increases/Decreases

1. Under the High Deductible Medical Plan with Health Savings Account option, any increase in premium costs during the life of this contract will be deducted from the Annual Account Contribution amount and applied to the increased coverage expense. The District will absorb any premium increases from zero to fifteen percent (0–15.0%) for the HSA plan. The employee and the District will each pay fifty percent (50%) of any premium increase greater than fifteen percent (15.0%). The employees' share will be paid for by a reduction in the employees' HSA District annual contribution.
2. The District will absorb any premium increases from zero to fifteen percent (0–15.0%) for the PPO plan. The employee and the District will each pay 50% of any premium increase greater than fifteen percent (15.0%).
3. The District will retain any insurance premium decreases from zero to ten percent (0–10.0%). The employee will retain any insurance premium decreases from ten to fifteen percent (10.0–15.0%). The employee and the District will each equally retain any premium decrease greater than fifteen percent (15.0%). Any decrease that the employee retains will be used to fund the HSA contributions. If the HSA contributions are at the IRS maximum then the employee will receive the savings in a lump sum payment.
4. For the purpose of calculating future premium increases/decreases, for the life of this contract, the premiums in effect as of January 1 of each calendar year will be used by the parties as the baseline for calculating premium increases.

F. Benefits Committee

The District shall maintain an Insurance and Benefits Committee comprised of a total of four members and four alternates. The Committee shall consist of two members and two alternates from the District, two members and two alternates from the Association.

- Provide suggestions regarding benefits to the District Fire Chief.
- Act as an advisory panel to the District Fire Chief.
- Work with the District's broker/TPA to resolve any plan issues.

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- Work with the District's broker/TPA for renewal.
- Work with the District's broker/TPA for open enrollment.
- Work with the District's employees to resolve any plan/compensation/insurance issues.
- Provide suggestions regarding other benefits related issue/tasks as assigned by the District Fire Chief.
- Neither the District Fire Chief nor the District shall be bound by the recommendations of the Insurance and Benefits Committee.

G. Reopener

If during the term of this agreement, health insurance premiums increase more than twenty percent (20.0%) or if the District, of its own volition, changes the health insurance plans in a manner which results in a decrease of benefits, including an increase in deductible amounts, either party may reopen this article for negotiations. Such negotiations shall begin no later than twenty-one (21) days after the notice is given that the conditions justifying such a request exist.

H. Ambulance Plan

The District will provide each employee covered under this contract with subscription to the EFFPD Sierra Saver Ambulance Subscription Program in the manner defined for the general public participation. The benefit cost will follow IRS guidelines regarding being considered a taxable benefit to the employee.

ARTICLE 49 Retiree Health Reimbursement Arrangement

Retiree Health Reimbursement Arrangement (rHRA) accounts will be funded as follows:

By the second pay date of January of each year, an annual contribution will be paid into the employee's individual rHRA account and will be based on months of service as of January 1st of each year.

In order to receive a contribution, an employee must meet the qualifications as outlined for health insurance by the District:

- Employees with 0 to 60 months completed will receive an annual contribution totaling One Thousand Dollars (\$1,000).
- Employees with 61 to 120 months completed will receive an annual contribution totaling Two Thousand Dollars (\$2,000).
- Employees with 121 to 180 months completed will receive an annual contribution totaling Three Thousand Dollars (\$3,000).
- Employees with 181 to 240 months completed will receive an annual contribution totaling Four Thousand Dollars (\$4,000).
- Employees with 241 to 300 months completed will receive an annual contribution totaling Five Thousand Dollars (\$5,000).
- Employees with 301 or more months completed will receive an annual contribution totaling Six Thousand Dollars (\$6,000).

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ARTICLE 50 Employee Assistance Program

The District's Employee Assistance Program (EAP) is available as a counseling and referral resource for employees and their families. Employees with drug or alcohol dependency problems are urged to voluntarily seek confidential help through the EAP.

Employees, who voluntarily seek assistance with a substance abuse problem (prior to a request to be tested) and successfully complete a rehabilitation program, will not be disciplined for such voluntary admission.

In order for an employee's request for assistance with a substance abuse problem to be considered voluntary, the employee must make the request prior to being requested to submit to a substance abuse test, which subsequently results in a confirmed positive test result, and prior to a refusal to be tested.

ARTICLE 51 Association Business

A. The parties understand and agree that the District will not provide paid leave to members of the Association for time spent by the employee in performing duties for, or providing services to, the Association unless the full cost of such leave is either:

1. Paid by the Association; or
2. The District is reimbursed by the Association; or
3. The full value of the employee's time is offset by the value of concessions made by the Association in the current labor agreement.

B. The District has created an entry in Telestaff for members of the Association's Executive Board, or their designees ("Association Representative"), to account for any time utilized by an Association Representative to perform duties for, or providing services to, the Association ("Association Business").

1. The Association agrees to reimburse the District for any compensation paid to an Association Representative for Association Business, and who received paid release time, during the prior quarter.
2. At the end of each quarter, the District agrees to provide a summary of all Association Business to the Association and the Association promises and agrees to pay the required reimbursement amount within 30 days of receiving the summary from the District.
3. Instead of making a payment to the District, the Association may request that the District deduct the amount due to the District from a credit of hours granted to the Association by the District together with any prior Association Time "rolled over" from the previous year ("Association Time").
4. Association Time is calculated as the value of the Association agreeing to forego the accrual of 0.3077 hours of annual leave per pay period for all represented 56-hour and 0.1862 hours of annual leave per pay period for all represented 40-hour employees. Unused Association Time will rollover each year.

C. Association Representatives have access to Association Time to conduct Association business without loss of pay or benefits provided, however, that Association Representatives comply with all Telestaff policies. Association Representatives may draw upon this pool of Association Time, as may be required, until all Association Time is used.

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ARTICLE 52 Staffing

The District recognizes the need for adequate staffing and agrees to work with the Association to achieve staffing levels recommended by the National Fire Protection Association (NFPA 1710) commensurate with the overall goals of firefighter safety as recommended by the District Safety Committee.

Designation of Apparatus:

The District Fire Chief or designee shall designate whether an apparatus is in service and its classification. For purposes of this article, in service is defined as a unit to which personnel are assigned for any length of time as authorized.

Minimum Staffing of In-Service Apparatus:

The District shall staff each in service Training Safety Position with a Training and Safety qualified Fire Captain.

The District shall staff each in service Water Tender with an Engineer.

The District shall staff each in service Squad with a Captain and Engineer.

The District shall staff each in service Engine with a Captain, Engineer, and Fire Fighter. One member shall be a certified Paramedic.

The District shall staff each in service Truck with a Captain, Engineer, and Fire Fighter. One member shall be a certified Paramedic.

The District shall staff each in service Rescue with one (1) Fire Fighter or Fire Fighter Paramedic and one (1) Fire Fighter Paramedic.

The District shall staff each in service Brush Engine with a Captain, Engineer, and Fire Fighter. One (1) member shall be a certified Paramedic.

The District shall staff each in service Fuels/Fire Brush Engine with a Fire Squad/Engine Boss and three (3) fire crew members one of whom has completed the EFFPD engineer task book for Brush engines and for water tenders.

The District shall staff three (3) all-risk Administrative Captains assigned from bargaining unit members as outlined in Article 29.

When unable to fill a Captain with a promoted Captain, a qualified actor for that position may be used.

When unable to fill an Engineer with a promoted Engineer, a qualified actor for that position may be used.

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1 When unable to fill a Fire Squad/ Engine Boss with Fire Squad/ Engine Boss, a
2 qualified actor for that position from that Division may be used.
3

4 If the District reduces All Risk shift staffing below twenty (20) bargaining unit
5 members per shift, the District will first notify the Association. The Association has
6 the ability to request to meet and negotiate over the impacts and effects of any
7 reduction in staffing below twenty (20) bargaining unit members covered by
8 this Agreement.
9

10 At a minimum, an entire Engine Company will cross-staff a Truck Company
11 placed into service.

12 Pursuant to Article 7 B, the District reserves the right to provide staffing
13 under emergency situations that may deviate from the minimum staffing
14 goals listed above.
15

16 **INTENT:** This covers routine daily operations, special assignments, and
17 off-district assignments. Both parties understand that seasonal employees
18 may from time-to-time fill Fuels/Fire vacancies. Only job classifications in
19 Appendix A: All-Risk or Fuels/Fire will be eligible to staff positions during
20 off-district brush engine assignments.

ARTICLE 53 Communications

A. Bulletin Boards

The District will furnish bulletin board space for the use of the Association where currently available. Only areas designated by the District for Association use may be used for posting notices. Bulletin boards will only be used for the following notices:

1. Scheduled Association meetings, agendas, and minutes.
2. Information on Association elections and results.
3. Information regarding Association social, recreational, and related news bulletins.
4. Reports of official business of the Association, including reports of committees of the Executive Board.

Posted notices will not be obscene, defamatory, or relate to political office, ballot issues or proposed ballot issues or the ballot process, nor will any notice pertain to public issues that do not include the District or its relations with the District's employees. All notices posted by the Association must be dated and signed by a member of the Association's Executive Board. The District's equipment, materials, supplies, or interdepartmental mail systems will not be used by the Association for the preparation, reproduction, or distribution of notices, except as specifically allowed in sections B and C below, nor will such notices be prepared by District's employees during public access hours.

B. Interdepartmental/Electronic Mail System

The District will allow limited use of the District's interdepartmental mail system and the District's e-mail system. Such use will not include mass mailings of materials not suitable for posting under Section A of this Article. All use of the District's e-mail system is subject to the District's internet and e-mail policies, including the provision that no reasonable expectation of privacy exists for messages placed on the system, and that all messages are subject to the Nevada Public Records Law and other applicable laws. The Association will use interdepartmental mail and email systems at its own risk.

Website linkages may be allowed per the District's policy.

C. Use of the District's Copiers and Computers

The District will allow the Association to use the District's copiers and computers for Association business only under the following conditions:

1. The Association will reimburse the District for all costs associated with the use of the District's equipment.

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2. All copying and computer use will be done outside of public access hours, unless authorized by management.
3. The use of the District's equipment by the Association will not interfere with District's business.

ARTICLE 54 Prevailing Rights

All rights, privileges, and working conditions enjoyed by the employees of the bargaining unit at the present time which are not included in this agreement shall remain in full force unless changed as hereinafter provided in this Article. The prevailing rights shall include, but not be limited to, the use of kitchen supplies, coffee makers, lounge areas, televisions, recreational time, exercise periods and use of telephones.

In the event the District intends to change a Prevailing Right, a copy of the requested change will be sent to the Association for review. Any timely objection raised by the Association shall be discussed with the District. If the objection cannot be resolved, the dispute shall be subject to the grievance procedure set forth in this Agreement.

Use of District's Facilities

The District will permit the use of the District's meeting room facilities by employees and the Association provided such use does not interfere with the District's operations or scheduled activities. Facilities used by the Association will be scheduled in accordance with the District's adopted scheduling procedures to avoid conflicts in facility use.

Meals

Each shift employee will be responsible to pay for his or her own meals. The Association will collect a monthly assessment to supply basic condiments supporting the employee's meals. There shall be no cost to the District regarding meals.

ARTICLE 55 Hours

A. All Risk Suppression Personnel

The normal workweek for employees covered by this agreement shall consist of fifty-six (56) hours scheduled in twenty-four (24) hour shifts. Scheduling shall reflect three (3) shifts, "A," "B," and "C" with each shift alternating on a schedule of two (2) consecutive twenty-four (24) hour shifts then followed by four (4) consecutive twenty-four (24) hour days off. Any change from the current fifty-six (56) hour work schedule would be preceded by sixty (60) calendar day written notice to the Association and negotiation over the impacts and effects of change.

Shift hours begin at 0730 and end at 0730 the following day.

Fire PERS employees on light duty, the normal work week shall consist of forty (40) hours per week. However, an employee may request a modified forty (40) hour work week with their immediate supervisor. A modified schedule will only be approved if it is in the interest of the community and to maintain efficiency in the District's operations. The conditions of any modified work schedule must be in writing and signed by the employee, the immediate supervisor, and approved by the District Fire Chief.

B. Non-Suppression Personnel

The normal work week for employees covered by this agreement shall consist of forty (40) hours per week. However, an employee may request a modified forty (40) hour work week with the District Fire Chief. A modified schedule may only be approved if it is in the interest of the community and to maintain efficiency in the District's operations. The conditions of any modified work schedule must be in writing and signed by the employee, the immediate supervisor, and the District Fire Chief.

C. Shift/Module Reassignment

Employees being moved from one shift or module to another shall be provided a minimum of two (2) full pay periods prior to the reassignment.

Any employee who is reassigned to a different shift or module shall be granted any previously approved leave occurring during the period affected by the reassignment.

The Association shall be notified of all such reassignments via email in accordance with the CBA.

The two (2) pay period notice requirement may be waived if the affected employee(s) voluntarily agrees to an earlier reassignment.

ARTICLE 56 Safety

A. Safety Committee

1. In order to address the mutual concerns of the parties on safety matters, the Association and District agree to form Safety Committee. It is intended to provide a vital connection in the "top down, bottom-up" approach to developing and maintaining a safe working environment. The Safety Committee is hereby empowered and responsible for providing advice and recommendations to the District Fire Chief in the following areas:
 - a. Drafting new and revised safety policies and procedures.
 - b. Consider the concerns of and formally recommend corrective action toward personnel safety inquiries.
 - c. Evaluate the root cause of accidents or injuries, based upon the completed reports and investigations, and propose formal conclusions and corrective actions.
2. The Committee shall be composed of five (5) members and one (1) ex officio members as follows:
 - a. Two (2) Association members, including two (2) alternates appointed by the Association President.
 - b. One (1) Captain assigned by the Division Chief overseeing Training and Safety.
 - c. One (1) Battalion Chief jointly selected by the three Battalion Chiefs with one (1) Battalion Chief serving as an alternate.
 - d. One (1) Volunteer representative selected by the president of the East Fork Volunteer Association.
 - e. The Division Chief overseeing Training and Safety will serve as an ex officio member of the Committee and as the Chairman in a non-voting capacity.

B. Meetings

1. The Committee must meet at least quarterly, or as needed, to effectively conduct the business at hand.
2. The Committee will send Committee agendas to the Association President and District Fire Chief at least one (1) week prior to the meeting.
3. The District will support the Committee administratively and will provide agenda preparation, meeting documentation, and the distribution of information to all interested parties, including the Association President and the District Fire Chief, in a timely manner.
4. Members appointed to the Safety Committee shall be considered as performing their normal work duties and responsibilities for their positions when on committee business.

C. Safety Turnouts and Equipment

1. The District will provide all turnouts and safety equipment needed by employees as determined by the District. The District will replace such turnouts and safety equipment when requested by a supervisor or Safety Officer. All personnel covered by this contract will be assigned two (2) sets of turnouts in an effort to maintain a clean set post incident response.
2. Turnouts and safety equipment will conform to current National Fire Protective Association (NFPA) safety standards at the time of purchase. Replacement turnouts and safety equipment will be in compliance with NFPA standards. New hire employees will receive required turnouts and safety equipment that meets the NFPA standards. Variances or exceptions to NFPA standards may be made upon mutual agreement between the District Fire Chief and Association.
3. The District will have the sole discretion on the final selection of specific types or style of turnouts and safety equipment as long as it meets current NFPA standards.

ARTICLE 57 Shift Trades

When an employee wishes to trade a work period with another employee, the following criteria shall be followed:

In order to qualify under FLSA, an agreement between individuals employed by the District to substitute for one another at their own option must be approved by the District. This requires that the District approve of the arrangements prior to the work being done, i.e., the District must know what work is being done, by whom it is being done, and where and when it is being done.

A. Trade Process:

1. In-Rank Trades

The employee requesting the trade shall enter it in Telestaff. The employee who will be working the trade shall then accept the trade. Once the trade has been accepted by the employee working the trade the trade is approved.

2. Out of Rank Trades

The employee requesting the trade shall enter it in Telestaff. The employee who will be working the trade shall then accept the trade. The trade will then need approval by a Battalion Chief. Once the trade has been approved by the Battalion Chief the trade is approved.

3. All requests made with less than 24 hours' notice will require approval by the on-duty Battalion Chief or Duty Chief.

Responsibility for arrangement for the repayment of such time rests with the employees involved. Traded time will be a contract between employees. The District has no authority to enforce the pay back of owed time between employees.

No obligation shall be placed upon the District for repayment of time voluntarily traded or repaid between employees. No obligation, financial or otherwise, shall accrue to the District because 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 for FLSA purposes. However, the regularly scheduled employee shall be compensated as if he/she had worked his/her normal schedule for the traded shift for FLSA purposes. 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 or sick leave balance, as appropriate, reduced hour for hour up to twenty-four (24) hours.

If the District promotes an employee outside the bargaining unit, that employee shall fulfill all of his/her trade obligations, prior to the promotion taking effect.

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B. The following limitations to personal trades shall apply:

1. No employee on sick leave will be permitted to trade to work for another employee.
2. Employee with less than six months of service shall not be permitted to trade work off, except for education reasons or other extenuating circumstances approved by the District Fire Chief or his/her designee, with the exception of Article 68 (B) (2)
3. All trades must involve a minimum duration of one (1) hour.

C. Employees may utilize the following trade times:

1. Employees must provide proof that they have fulfilled their trade requirements for the District staffing software.
2. Employees shall not trade for other commodities other than repayment at their normal rate for the hours the employee worked or for a straight shift for shift trade.

Nothing herein shall be construed to diminish the District's management rights under NRS 288 or the Management Rights clause hereof.

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ARTICLE 58 Station Assignments

The District has the right to direct, assign or transfer an employee, excluding disciplinary reason. Operational need of the District will always be the first priority.

Station rotation\requests will be based on rank seniority when they occur in accordance with the criteria as outlined in the 202.27 Station Requests guideline.

Intent: Any changes to this guideline will be in consultation with the Association.

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ARTICLE 59 Reduction in Force

Employees will be laid off based on lowest level of Departmental seniority in accordance with Management Rights and Seniority articles.

A. Notice

Employees due to be laid off will be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.

B. Bumping

In lieu of being laid off, an employee may elect to demote to any job classification in a lower maximum salary within the same job classification by bumping an employee in that job classification who has lower overall District seniority. An employee being bumped will be treated as if laid off and will have any bumping rights granted to the employee under this agreement with the District. A decision to bump must be made by the affected employee within fourteen (14) calendar days of notification that they will be laid off.

Employees who elected to demote to a lower job classification shall be promoted to their previous position based on highest Rank Seniority in the position they were bumped from as positions become available.

C. Posting

The names of permanent and probationary employees laid off, will be placed on the reemployment list for thirty-six (36) months. All employees eligible for rehire status must meet all eligibility requirements of the position. Employees will be recalled one at a time in the order in which their names are listed on the reemployment list. Employees will be contacted by certified mail with the offer for reemployment.

Employees who have been laid off due to a reduction in work force shall provide their current address to the District if they wish to be contacted in the event a position should become available for reemployment.

Any employee or designated representative shall respond in writing or by phone to certified mail within ten (10) business days after receipt of notification that a position of employment is available. If no response is received within ten (10) days by the District that individual will forfeit reemployment.

D. Reemployment

Employees who are reemployed within thirty-six (36) months after they are laid off, will be entitled to the reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff. Upon reemployment within thirty-six (36) months, the employee will be eligible to accrue sick and annual

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1 leave at the same rate as when the layoff occurred (if a sick leave buyback
2 option is exercised at the time of termination, no remaining sick leave accrual will
3 be reinstated).

4 **E. Adjustment to Layoff Process**

5 The layoff process may be adjusted to meet specific circumstances or other
6 alternatives considered to meet the needs of the District and Association, which
7 must be mutually agreed upon in writing by both parties. The parties will meet
8 and confer on any adjustments regarding the layoff prior to any layoff being
9 implemented.

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ARTICLE 60 Acting Qualifications

A Firefighter who has completed thirty-six (36) months of employment with the District in the position of Firefighter and has completed the Engineer Development Program shall be allowed to act in the position of Engineer regardless of whether they have taken or passed an Engineer promotional test.

A Firefighter or Engineer who has completed sixty (60) months of employment with the District in the position of Firefighter and/or Engineer and has completed the Officer Development Program shall be allowed to act in the position of Captain regardless of whether they have taken or passed a Captain promotional test.

A Captain who has completed twenty-four (24) months with the District in the position of Captain and has completed the Battalion Chief Development Program shall be allowed to act in the position of Battalion Chief regardless of whether they have taken or passed a Battalion Chief promotional test.

The District and Association will meet and review any changes to the development programs in this article prior to implementation.

ARTICLE 61 Probationary Periods

Initial Probation

Upon initial appointment to the District, a new employee will serve a probationary period equal to twenty-six (26) bi-weekly payroll periods of full-time service. Time served on a light duty assignment shall not count towards probationary time. During this probationary period, the employee may be dismissed without cause or right of appeal and will be considered "at will."

Promotional Probation

Suppression:

Upon promotion to a classification of Engineer or Captain, an employee will serve the equivalent of one hundred and twenty (120) shifts worked as a promotional probationary period. The employee may be returned to his/her previous classification and pay following Article 22 with cause.

Any Administration Captain who transitions to a 56-hour Line Staff Captain position, and who has not previously completed the required promotional probationary period of one hundred twenty (120) shifts worked as a 56-hour Line Staff Captain, shall complete the remainder of the probationary period upon returning to line staff.

Any time previously served as a promoted 56-hour Line Staff Captain, prior to accepting the Administration Captain Assignment, shall be credited toward completion of the one hundred twenty (120) shift promotional probationary period.

Fuels/Fire Management:

Upon promotion to the classification of Squad/Engine Boss, an employee will serve the equivalent of twenty-six (26) bi-weekly payroll periods of full-time service as a promotion probationary period. The employee may be returned to his/her previous classification and pay following Article 22 with cause.

Non-Suppression:

Upon promotion to the classification of Master Fire Mechanic, an employee will serve the equivalent of twenty-six (26) bi-weekly payroll periods of full-time service as a promotion probationary period. The employee may be returned to his/her previous classification and pay following Article 22 with cause.

Probationary Period Extension:

Administration may extend the probationary period of any employee, regardless of rank, up to thirty (30) shifts. Any extension shall be supported by a documented Performance Improvement Plan (PIP) identifying the specific areas requiring improvement, performance expectations, and the duration of the extension.

ARTICLE 62 Promotions

A. The District will consider its current qualified employees for promotional opportunities at the discretion of the District Fire Chief up to and including all positions recognized by Article 4 (Appendix A) of this agreement prior to considering qualified outside applicants.

- 1.** Eligible employees will have the prerequisite certifications and experience for the position being tested including:
 - a.** Completion of forty-eight (48) months employed as a career firefighter with the District to take the promotional exam for Engineer.
 - b.** Completion of seventy-two (72) months employed with the District as a career firefighter or Engineer to take the promotional exam for Captain.
 - c.** Completion of 36 months as a Captain with the District to take the promotional exam for Battalion Chief.
 - d.** The District will not lower the prerequisite certifications and experience if no qualified employee candidates exist.

B. Nothing in this Agreement will prohibit the District from hiring an outside applicant for any position if, in the sole discretion of the District Fire Chief, no employee applicant possesses the necessary qualifications, credentials and skills for the position.

C. The District reserves the right to design, develop, and administer all testing procedures. Prior to the posting of testing procedures, the Association President or his/her designee will be provided an overview of the test components for review and comment.

These procedures may consist of written test, assessment centers, candidate schools, intern programs or a mixture of these components. The District will be responsible for ensuring that all aspects of the promotional process are competitive, content valid, and reflective of the position for which the process is intended to fill. The weighting of each aspect of the procedures will be determined by the District. The District will have the exclusive authority to determine the passing scores for each component of the promotional process and determine the number of candidates that move on to the next step of the promotional process.

Announcements for promotional examinations shall be posted electronically to all employees sixty (60) calendar days prior to the closing date for applications. Applications received after the closing date will not be considered.

D. Employees wishing to transfer back to their respective position will apply in writing to the Deputy Chief of Operations. Requests in writing for transfer back to their former position will be honored without prejudice as vacancies permit. Such members will assume their former classification at a pay rate as outlined in Article 22. For a period of twelve (12) months following the date of transfer the

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employee will not be eligible for promotion to the position they transferred from during this period. This twelve (12) month period shall not be considered probationary.

E. The Engineer test will be held within the month of May of odd years. All candidates must meet the qualifications on or before April 1st of the testing year. The promotional list will become effective June 1st of the testing year and expires May 1st of the following odd year.

F. The Captain test will be held within the month of May of even years. All candidates must meet the qualifications on or before April 1st of the testing year. The promotional list will become effective June 1st of the testing year and expires May 1st of the following even year.

G. The Battalion Chief test will be held within the month of November of even years. All candidates must meet the qualifications on or before October 1st of the testing year. The promotional list will become effective December 1st of the testing year and expires November 1st of the following even year.

H. All tests will be used to establish an eligibility list based upon ranking of test applicants with the highest overall score being placed first, next highest second, and so on down the list of candidates. The selection within the eligibility list will be made from the top 3 positions, after which the rankings will be reestablished.

I. Any employee taking a promotional exam shall be given Administrative Leave for any days during the test that they are scheduled on duty.

ARTICLE 63 Long-term Acting Assignments

In the event that an employee is expected to be absent for a significant period of time, the District may assign an individual to a long-term acting position to fill the vacancy.

Long-term acting assignments may be used in situations including, but not limited to: workers' compensation leave, military leave, special assignments (e.g., Academy), administrative leave, and personal injury or leave (with approval from the injured employee, where applicable).

A long-term acting assignment will be considered when a vacancy is anticipated to exceed ninety (90) days.

A long-term acting assignment will initially be for twenty (20) shifts. If, after the initial twenty (20) shifts, the vacancy is expected to continue for an additional twenty (20) shifts, a second employee will be assigned to a long-term acting assignment.

Selection for long-term acting assignments shall be made from the ranked promotional list in descending order. Once an employee has served in a long-term acting assignment, they shall not be eligible for another assignment until all employees on the promotional list have had an opportunity to serve in a long-term acting capacity.

In the event that no employees are on a promotional list, the District shall interview all qualified acting candidates from lower rank(s) and develop a ranked list from which to select for long-term acting assignments.

ARTICLE 64 Seniority

A. Types of Seniority

Two types of seniority will be established: District (overall) Seniority and Rank (time in grade) Seniority.

1. District Seniority will be determined by the following criteria:

- a. An employee's District Seniority will be determined based upon continuous full-time employment with the District as determined by the hire date for a full-time position.
- b. For the purpose of settling a tie, should two or more employees have the same hire date, the tied employee's seniority will be based upon their order on the ranked hiring list. If employees are tied on hiring list, the tied employee's seniority will be determined by the District Fire Chief.
- c. Continuous service will be broken only by resignation of a full-time position, discharge, or retirement.
- d. District seniority will only be used for the purposes of lay-offs or a reduction in work force.

2. Rank Seniority will be determined by the following criteria:

- a. An employee's Rank Seniority will be determined based upon the date an employee is hired, transferred, or promoted into the rank in which they hold.
- b. For the purpose of settling a tie, should two or more employees have the same hire/promotion date, the tied employee's seniority will be based upon their order on the ranked hiring/promotion list. If employees are tied on hiring list, the tied employee's seniority will be based upon District Seniority.
- c. An employee that is demoted to a lower rank, or transfers back to a position in another division, will be placed within that lower rank, or positions seniority list, based upon the date in which they would have originally qualified for placement in that rank. If any ties exist, the above procedure will be used to determine seniority.
- d. Rank seniority will be used for all operational or other needs of the District, i.e. annual station rotations/requests, open positions, shift movement or requests or a request by the District due to operational need.

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B. Seniority List

1. Upon completion of this agreement, lists defining the District and Rank Seniority will be agreed upon. These lists will become the only working and approved seniority lists.
2. The list will be updated upon any changes within seniority. The changes will be agreed upon between the District Fire Chief or their designee and the Association President or his/her designee. Once agreed upon, the list will be distributed to the District office, all staffed stations and the Association's Secretary.

ARTICLE 65 This Page Intentionally Left Blank

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ARTICLE 66 Replacement of Personal Property

Lost, Stolen or Destroyed

The District will reimburse the District's employees for personal property items that are stolen, damaged, or destroyed during duty hours or while stored at or in a District facility or vehicle, providing that the employee made a reasonable effort to safeguard the item and/or whose negligence as reasonably determined by the District did not cause the loss. Such reimbursement will be limited to those items of personal property that are reasonably required in order for the employee to perform his/her duties.

Replacement Cost Limits

Reimbursement will be limited to items of personal property that are reasonably required for the performance of job duties that are covered by the District's insurance policy.

ARTICLE 67 Flight Paramedic Assignment

Any paramedic assigned to the Battle Born Flight Paramedic assignment will receive incentive pay equal to six percent (6.0%) of the base hourly wage.

The District along with a Battle Born representative will be responsible for interviewing and the selection process of members who wish to be assigned to the flight paramedic assignment.

EFFPD personnel assigned to the helicopter will be offered to staff vacancies first for the firefighter/paramedic position on the helicopter but not forced.

If no personnel assigned to the helicopter are available or interested in working the vacancy, Battle Born will be responsible for staffing the helicopter with their personnel.

The firefighter/paramedic position on the helicopter will be above the current agreed upon minimum staffing per article 52 and do not count towards minimum staffing.

The shift captain for the station the helicopter is based at will be the immediate supervisor of the member assigned to the helicopter.

Per the FAA, the pilot of the helicopter will have sole and absolute discretion to remove medical crew or other district personnel from the aircraft (temporarily or permanently) at any time for safety reasons.

The District and Battle Born will ensure that the personnel assigned to the helicopter are offered opportunities to train on firefighting skills while on duty. The shift captain and Battle Born base manager will be responsible for scheduling planned trainings while on duty.

In addition to on duty training, due to potential unavailability, the District will offer opportunities for the personnel assigned to the helicopter to train on opposite shifts and be compensated. Off-duty training shall be approved by the Operations Chief prior to completion.

EFFPD personnel that accept the full-time assignment to the helicopter agree to a minimum of 2 years to the assignment pending promotions, discipline, or other needs as the District deems necessary.

Base Manager

Personnel assigned to the helicopter and are approved past their FTO phase may apply for the base manager position for the current base within the District.

The personnel will complete an interview process with administration and a Battle Born representative when being considered for the spot.

If EFFPD personnel are filling the role of Base Manager, they will receive an additional 9% incentive pay in addition to their flight paramedic incentive.

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1 When an EFFPD employee accepts the position of Base Manager they agree to a 2-
2 year commitment to the position pending promotion, discipline, or other needs the
3 District as necessary.
4

5 Duties and responsibilities are listed in the Air Medical Base Manager position
6 description agreed upon between the District, union, and Battle Born Medevac.
7 If no EFFPD personnel are interested in or qualified for the Base Manager position it
8 will be filled by Battle Born staff until the position is able to be filled by EFFPD
9 personnel.
10

11 After the 2-year minimum time commitment, when attempting to relinquish the base
12 manager position the EFFPD personnel assigned to the position will continue to
13 serve in the position until a replacement is chosen.
14

15 **Additional Trainee**
16

17 Members interested in filling the flight paramedic position as an actor will go through
18 the same interview process for the full-time position.
19

20 When chosen, the member will be put through the on-boarding process as
21 described in the Flight Paramedic Onboarding Policy.
22

23 After completing the appropriate training as outlined, the member will be available
24 for trades, on duty acting, and overtime positions in the flight paramedic spot. When
25 working in the position and in training for the position, the additional member will
26 receive acting pay as described in article 27.
27

28 When a full-time position opens on the helicopter the additional member will reserve
29 first right of refusal for placement in the position.
30

ARTICLE 68 Lateral Transfers Firefighter

A. Eligibility Requirements for Lateral Firefighter Transfers

An employee seeking transfer as a Lateral Firefighter must meet the following minimum requirements:

1. The applicant must possess a minimum of two (2) years of continuous full-time employment (inclusive of probationary periods) as a Firefighter/EMT, Firefighter/AEMT, or a Firefighter/Paramedic, or higher-ranking fire operations personnel. The employment must be with a public fire agency, authority, or department that provides comprehensive Fire/ALS EMS/Patient transport services comparable to the East Fork Fire Protection District as defined by NFPA standards, including NFPA 1710. Applicants must have served in such position(s) within the past twelve (12) months AND completion of a fire academy equivalent to the Capital City Regional Fire Academy (as reviewed by the Academy Curriculum Review Committee composed of three Association members and three representatives chosen by the District Fire Chief).

OR

2. the applicant must have successfully completed the Capital City Regional Fire Academy
3. Must complete a Fire District Employment Application.
4. Successfully pass an oral review board, composed of three (3) Association members including at least one (1) Firefighter/Paramedic and one (1) Captain, and the District Fire Chief or his/her designee.
5. Successfully pass the District's established EMS skills for Firefighter prior to being offered the position of Firefighter.
6. Successfully pass the District's established fire skills test based on current probationary Firefighter job sheets, prior to being offered the position of Firefighter.

B. Lateral Firefighter Probation

1. Newly hired lateral fire suppression employees will spend a minimum of forty (40) hours, as a forty (40) hour work week employee, and a 48-hour third ride to gain administrative, human resource and operational knowledge prior to being assigned to a unit in a safety sensitive position.
2. No probationary employee will be eligible for voluntary or forced overtime or shift trades until the employee has completed EMS and fire related core competencies as determined by the District. The core competencies must be achieved within the first thirty (30) shifts worked after being assigned as a fifty-six (56) hour employee.

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3. To be eligible for promotional opportunities, Lateral Transfers must meet the same full-time career fire suppression and EMS experience requirements at East Fork Fire Protection District as other District employees.
4. Lateral transfers shall be credited toward promotional eligibility timelines as follows:
 5. A lateral firefighter hired at pay Step 3 shall be credited with twelve (12) months of service toward promotional opportunity eligibility.
 6. A lateral firefighter hired at pay Step 4 shall be credited with twenty-four (24) months of service toward promotional opportunity eligibility.
 7. Credited months shall apply toward the promotional eligibility timelines established in Article 62 but shall not reduce or waive any other prerequisite certifications or experience requirements for the position being held.
 8. Lateral Transfers will serve an initial probation as set forth in Article 61.
 9. Once Lateral Transfers have passed their core competencies as established by the District, they will then be eligible to use Annual leave and participate in trades.

C. Lateral Firefighter Pay

Firefighter employees hired by the District will be assigned to a pay step, which recognizes compensation steps based on a one-year for one-year experience factor. However, any such credit for work experience may not result in assignment to a pay step greater than the fourth (4th) step in the current pay plan.

Example: A Firefighter with six (6) years' experience will be placed in Step 4 of the Pay Plan. A Firefighter/Paramedic with four (4) years' experience will be placed in Step 4 of the Pay Plan.

D. Additional provisions for Lateral Firefighter Hires

Upon hiring, the District will provide direct payment of up to \$5,000.00 to the lateral hire's former agency to cover any outstanding paramedic program (school) costs.

OR

In lieu of a direct payment, the District will credit \$5,000.00 worth of sick and/or annual leave to the new lateral hire's leave bank.

E. Repayment Terms

Should the lateral employee voluntarily terminate their employment within twelve (12) months of the hire date, any amount paid or credited up to \$5,000.00 must be reimbursed to the district.

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ARTICLE 69 Paramedic

Any employee hired into one of these classifications (Firefighter/Advanced EMT's or Firefighter/EMT Basics) after July 15, 2020, shall be required, as a condition of his or her employment, to achieve certification (or be in the process of) as a Paramedic within forty-eight (48) months of the date of employment. Employees hired pursuant to this provision who do not attain Paramedic certification within the required time period will be terminated without cause as if they were an initial probationary employee who did not successfully complete the probationary period. The employee's participation in Paramedic School shall be pursuant to Article 34 (Paramedic Education Tuition).

The District Fire Chief may extend the 48-month time frame for extenuating circumstances that are out of the control of the employee. Examples include but are not limited to necessary classes not being offered, the employee not being able to attend due to: operational needs or District coverage, family dynamics, National or International crisis, etc. These provisions do not excuse the Firefighter from completing the certification requirement as soon as possible.

The District agrees to recruit Firefighter/Paramedics as a priority during any open recruitment or under the lateral transfer process set forth in Article 68.

The parties agree that the District has the unconditional right to recruit and hire Firefighter/Advanced EMT's or Firefighter/EMT Basics.

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ARTICLE 70 Fire Fuels Management

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ARTICLE 71 Fire Academy

Entry level all-risk fire suppression employees must successfully complete the mutually agreed upon regional fire academy after being hired and before being assigned to suppression duties as a 56-hour employee. If an employee does not successfully complete the Regional Academy, their employment will be terminated.

A. In addition to the required Regional Academy training, all newly hired fire suppression employees will spend a minimum of 40 hours as a 40-hour work week employee, and a 48-hour third ride to gain administrative, human resource and operational knowledge prior to being assigned to a unit in a safety sensitive position.

B. No initial probationary employee will be eligible for voluntary or forced overtime or shift trades until the employee has completed EMS and fire related core competencies. The core competencies must be achieved within the first thirty (30) shifts worked after being assigned as a 56-hour employee.

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and the East Fork Professional Fire Fighters' Association Local 3726***

APPENDIX A Classifications

The District and the Association agree that employees within the following classifications are represented by the Association and will comprise the members of the bargaining unit:

A. All Risk/Suppression Classification

Fire Captain

Engineer

Firefighter (Within the Firefighter rank there are three certifications held, EMT,

Advanced EMT or Paramedic)

Firefighter/Trainee

B. Prevention Classification

Fire Captain/Investigator

Fire Inspector

C. Support Classification

Fire Master Mechanic/Equipment Technician

Fire Mechanic/Equipment Technician

D. Fuels/Fire Classification

Fuels Management Fire Squad/Engine Boss

Fuels Management Fire Crew Member

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1 APPENDIX B Pay Plan

2 Pay plan to reflect 3% increase per year for 3 years with a reopener for Appendix B pay plan on year three.

East Fork Fire Protection District Firefighter Association Pay Plan																
		Annual Wage					2912 Hourly Wage					2080 Hourly Wage				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Effective Pay Period Starting 6/20/26 (paid 7/10/26), 3.0% COLA FIRE PERS, 3.0% COLA PERS																
Firefighter Trainee	Regular PERS	56,160.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	27.00	n/a	n/a	n/a	n/a
Firefighter	Fire PERS	62,404.16	65,665.60	69,130.88	72,770.88	76,614.72	21.43	22.55	23.74	24.99	26.31	30.00	31.57	33.24	34.99	36.83
Firefighter/EMTA	Fire PERS	68,111.68	71,693.44	75,449.92	79,439.36	83,603.52	23.39	24.62	25.91	27.28	28.71	32.75	34.47	36.27	38.19	40.19
Firefighter/PM	Fire PERS	78,478.40	82,613.44	86,952.32	91,524.16	96,358.08	26.95	28.37	29.86	31.43	33.09	37.73	39.72	41.80	44.00	46.33
Engineer	Fire PERS	78,478.40	82,613.44	86,952.32	91,524.16	96,358.08	26.95	28.37	29.86	31.43	33.09	37.73	39.72	41.80	44.00	46.33
Captain	Fire PERS	90,097.28	94,843.84	99,823.36	105,064.96	110,597.76	30.94	32.57	34.28	36.08	37.98	43.32	45.60	47.99	50.51	53.17
Captain/Investigato	Fire PERS	91,000.00	95,775.68	100,813.44	106,142.40	111,704.32	31.25	32.89	34.62	36.45	38.36	43.75	46.05	48.47	51.03	53.70
Squad/Engine Boss	Fire PERS	67,641.60	71,156.80	74,838.40	78,728.00	82,804.80	n/a	n/a	n/a	n/a	n/a	32.52	34.21	35.98	37.85	39.81
Crew Member	Fire PERS	56,992.00	59,945.60	63,065.60	66,331.20	69,763.20	n/a	n/a	n/a	n/a	n/a	27.40	28.82	30.32	31.89	33.54
Fire Inspector	Regular PERS	77,521.60	81,605.06	85,904.00	90,417.60	95,179.76	n/a	n/a	n/a	n/a	n/a	37.27	39.23	41.30	43.47	45.76
Fire Mechanic	Regular PERS	69,742.40	73,404.24	77,272.00	81,328.00	85,615.50	n/a	n/a	n/a	n/a	n/a	33.53	35.29	37.15	39.10	41.16
Master Mechanic	Regular PERS	83,948.80	88,358.82	93,017.60	97,905.60	103,057.76	n/a	n/a	n/a	n/a	n/a	40.36	42.48	44.72	47.07	49.55
Effective Pay Period Starting 6/19/27 (paid 7/09/27), 3.0% COLA FIRE PERS, 3.0% COLA PERS																
Firefighter Trainee	Regular PERS	57,844.80	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	27.81	n/a	n/a	n/a	n/a
Firefighter	Fire PERS	64,267.84	67,645.76	71,198.40	74,954.88	78,915.20	22.07	23.23	24.45	25.74	27.10	30.90	32.52	34.23	36.04	37.94
Firefighter/EMTA	Fire PERS	70,150.08	73,848.32	77,721.28	81,827.20	86,107.84	24.09	25.36	26.69	28.10	29.57	33.73	35.50	37.37	39.34	41.40
Firefighter/PM	Fire PERS	80,837.12	85,088.64	89,573.12	94,261.44	99,240.96	27.76	29.22	30.76	32.37	34.08	38.86	40.91	43.06	45.32	47.71
Engineer	Fire PERS	80,837.12	85,088.64	89,573.12	94,261.44	99,240.96	27.76	29.22	30.76	32.37	34.08	38.86	40.91	43.06	45.32	47.71
Captain	Fire PERS	92,805.44	97,697.60	102,822.72	108,209.92	113,917.44	31.87	33.55	35.31	37.16	39.12	44.62	46.97	49.43	52.02	54.77
Captain/Investigato	Fire PERS	93,737.28	98,658.56	103,841.92	109,316.48	115,053.12	32.19	33.88	35.66	37.54	39.51	45.07	47.43	49.92	52.56	55.31
Squad/Engine Boss	Fire PERS	69,680.00	73,299.20	77,084.80	81,099.20	85,280.00	n/a	n/a	n/a	n/a	n/a	33.50	35.24	37.06	38.99	41.00
Crew Member	Fire PERS	58,697.60	61,734.40	64,958.40	68,328.00	71,864.00	n/a	n/a	n/a	n/a	n/a	28.22	29.68	31.23	32.85	34.55
Fire Inspector	Regular PERS	79,851.20	84,053.22	88,483.20	93,121.60	98,035.18	n/a	n/a	n/a	n/a	n/a	38.39	40.41	42.54	44.77	47.13
Fire Mechanic	Regular PERS	71,843.20	75,606.34	79,580.80	83,761.60	88,183.89	n/a	n/a	n/a	n/a	n/a	34.54	36.35	38.26	40.27	42.40
Master Mechanic	Regular PERS	86,465.60	91,009.57	95,804.80	100,838.40	106,149.47	n/a	n/a	n/a	n/a	n/a	41.57	43.75	46.06	48.48	51.03
Effective Pay Period Starting 7/01/28 (paid 7/21/28), 3.0% COLA FIRE PERS, 3.0% COLA PERS																
Firefighter Trainee	Regular PERS	59,571.20	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	28.64	n/a	n/a	n/a	n/a
Firefighter	Fire PERS	66,189.76	69,684.16	73,324.16	77,197.12	81,273.92	22.73	23.93	25.18	26.51	27.91	31.82	33.50	35.25	37.11	39.07
Firefighter/EMTA	Fire PERS	72,246.72	76,061.44	80,050.88	84,273.28	88,699.52	24.81	26.12	27.49	28.94	30.46	34.73	36.57	38.49	40.52	42.64
Firefighter/PM	Fire PERS	83,254.08	87,651.20	92,252.16	97,086.08	102,211.20	28.59	30.10	31.68	33.34	35.10	40.03	42.14	44.35	46.68	49.14
Engineer	Fire PERS	83,254.08	87,651.20	92,252.16	97,086.08	102,211.20	28.59	30.10	31.68	33.34	35.10	40.03	42.14	44.35	46.68	49.14
Captain	Fire PERS	95,600.96	100,638.72	105,909.44	111,442.24	117,324.48	32.83	34.56	36.37	38.27	40.29	45.96	48.38	50.92	53.58	56.41
Captain/Investigato	Fire PERS	96,561.92	101,628.80	106,957.76	112,607.04	118,518.40	33.16	34.90	36.73	38.67	40.70	46.42	48.86	51.42	54.14	56.98
Squad/Engine Boss	Fire PERS	71,780.80	75,504.00	79,393.60	83,532.80	87,838.40	n/a	n/a	n/a	n/a	n/a	34.51	36.30	38.17	40.16	42.23
Crew Member	Fire PERS	60,465.60	63,585.60	66,913.60	70,387.20	74,027.20	n/a	n/a	n/a	n/a	n/a	29.07	30.57	32.17	33.84	35.59
Fire Inspector	Regular PERS	82,243.20	86,574.80	91,145.60	95,908.80	100,976.30	n/a	n/a	n/a	n/a	n/a	39.54	41.62	43.82	46.11	48.55
Fire Mechanic	Regular PERS	74,006.40	77,874.58	81,972.80	86,278.40	90,829.44	n/a	n/a	n/a	n/a	n/a	35.58	37.44	39.41	41.48	43.67
Master Mechanic	Regular PERS	89,065.60	93,739.78	98,675.20	103,854.40	109,333.95	n/a	n/a	n/a	n/a	n/a	42.82	45.07	47.44	49.93	52.56

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1 APPENDIX C Reopeners

Article	Description	Reopener Date
8	Nevada Public Employees Retirement System	When there is a rate change
17	Drug and Alcohol	FY 26/27
20	Wages	FY 28/29
34	Tuition Reimbursement	FY 27/28
41	Professional Development Leave	FY 27/28
48	Employee Life and Health Insurance	When there is a rate change of 20% or more
68	Lateral Transfers Firefighter/Paramedic	FY 26/27
70	Wildland Fuels language/articles	FY 26/27

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APPENDIX D Meet and Confer

Article	Description
17	Drug and Alcohol
9-Appendix B	Employee Development/Performance Program

Both parties mutually agree to move the below articles and appendixes into East Fork Fire Protection District's policies and procedures. Article 17 and Article 9 - appendix B from July 1, 2025, to June 30, 2026, Collective Bargaining Agreement (CBA) shall stand until the Meet and Confer is completed by September 1, 2026. Either party may request a Meet and Confer on the below articles and appendixes at any time of the life of the CBA.