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AGREEMENT 2006.159
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Agreement

between

East Fork Fire and Paramedic Districts

and the

East Fork Fire and Paramedic Employees Association (EFFPEA)

BARBARA REED
CLERK

[Signature]
IDENTITY

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ARTICLE 1 Parties

This agreement is entered into this 20th day of July, 2006, by and between the East Fork Fire and Paramedic Districts (Districts) and the East Fork Fire and Paramedic Employees Association (Association).

ARTICLE 2 Notices

For the purpose of administering the terms and provisions of this agreement, notices will be sent to the following:

Fire Chief
East Fork Fire and Paramedic Districts
P.O. Box 218
Minden, Nevada 89423

President
East Fork Fire and Paramedic Employee's Association
P.O. Box 1989
Minden, Nevada 89423

Douglas County Manager
P.O. Box 218
Minden, Nevada 89423

ARTICLE 3 Recognition

In accordance with the provisions of NRS 288, the Districts recognize the Association as the sole collective bargaining agent for all employees within job classifications covered by this Agreement who are presently employed or subsequently hired.

The East Fork Fire and Paramedic Districts governing bodies agree not to enter into any other agreement, written or verbal, with the employees individually or collectively covered under this bargaining unit.

ARTICLE 4 Association Rights

A. Bulletin Boards

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



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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 they pertain to public issues which do not include the Districts or its relations with District's employees. All notices to be posted must be dated and signed by an authorized representative of the Association. 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 Section B and C below, nor will such notices be prepared by District's employees during public access hours.

B. Interdepartmental / Electronic Mail System

The Districts 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 policy, including the provision that no reasonable expectation of privacy exists for messages placed on the system, and that all messages are subject to applicable provisions under the Nevada Public Records Law.

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

C. Use of Districts Copiers and Computers

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

1. Association will reimburse the Districts for all costs associated with the usage of the machines.
2. All copying and computing will be done outside of public access hours.
3. The use of the District's machines by the Association will not interfere with District's business.

D. Dues Deductions

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

1. **Authorization**
The Districts 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 a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form will specify any Association restrictions on the employee's right to terminate his/her dues



deduction authorization. No stated restriction will require the employee to remain a member or continue dues deduction beyond the end of the calendar month of the employee's action to terminate such status.

2. **Amount of Dues**

The Association will certify to the Districts in writing the current rate of membership dues. The Association will notify the Districts of any change in the membership dues at least sixty (60) days prior to the effective date of such change.

3. **Indemnification**

The Association will indemnify and hold the Districts and County harmless against any and all claims, demands, suits, and all other forms of liability or costs which will arise out of or by reason of action taken by the Districts at the request of the Association under the provisions of this Article or through the proper execution of this Article.

E. Use of Districts Facilities

Districts will permit the use of District's meeting room facilities by employees and the Association provided such use does not interfere with normal daily duties or scheduled activities.

ARTICLE 5 District Rights and Responsibilities

The Districts retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the Districts and not abridged herein, include, but are not limited to, the following:

- A. To manage and direct its business and personnel.
- B. To manage, control, and determine the mission of its departments, building facilities, and operations.
- C. To create, change, combine or abolish jobs, departments and facilities in whole or part.
- D. To direct the work force, to increase or decrease the work force and determine the number of employees needed.
- E. To hire, transfer (except for disciplinary purposes), promote, and maintain the discipline and efficiency of its employees.
- F. To establish work standards, schedules of operation and reasonable workload, subject to safety considerations.
- G. To specify or assign work requirements and require overtime subject to safety considerations.
- H. To schedule working hours and shifts.
- I. To adopt rules of conduct.



- J. To determine the type and scope of work to be performed by its employees and the services to be provided.
- K. To classify positions.
- L. To establish initial salaries of new classifications.
- M. To determine the methods, processes, means, and places of providing services.
- N. To take whatever action necessary to adjust to changing legal requirements.
- O. To take whatever action necessary to prepare for and operate in an emergency.

ARTICLE 6 Dual Job Function

Under the present organization of the Districts and the relationship between the East Fork Fire Protection District and East Fork Paramedic District, Association members, with the approval of the Paramedic District Board of Trustees and the Fire District Board of Commissioners, perform functions as Paramedic/EMT's and as Firefighters and, based upon that current dual job function, are included within the Police and Fireman's Retirement Fund of the Public Employment Retirement System.

The parties recognize that the motivating force for the Association was the Association employees' desire to permanently preserve their current dual job function as Paramedic/EMT's and Firefighters and their inclusion within the Police and Fireman's Retirement Fund. The parties also recognize that the preservation of that status depends upon the continuing approval of the dual job function by the Paramedic District Board of Trustees and the Fire District Board of Commissioners. Since the description, classification, assignment, and direction of the present job is within the sole and exclusive right of the District under Article 5, it involves the separate and sole authority of the East Fork Fire and Paramedic Districts, and is not a subject of mandatory bargaining under NRS ch. 288.

Although no change in the dual job function status is contemplated within the life of this contract or in the future, both parties recognize that it is in their interest to provide a method under which any such change might occur in order to clearly preserve the authority of the Paramedic District Board of Trustees and the Fire District Board of Commissioners and to provide a clear process for Association employees. The parties agree that, before a change in the dual job function that is substantial enough to affect the status of the employees in the Police and Fireman's Retirement Fund is implemented, the following procedure will apply:

1. The parties will meet and confer in good faith to discuss the proposed change.
2. If the change is still proposed, a public hearing on the issue will be held by the Paramedic District Board of Trustees and the Fire District Board of Commissioners.
3. If the change is still proposed, a second public hearing on the issue will be held by the Paramedic District Board of Trustees and the Fire District Board of Commissioners forty-five (45) days or later after the first public hearing, at which time decisions may be made by the Boards.

ARTICLE 7

Salaries and Pay Practices

A. Salary Adjustments

The parties agree that over the term of the contract, they will continue to provide merit compensation under the Pay for Performance Plan. The purpose of the Pay for Performance Plan is to recognize and reward employees who demonstrate motivation, performance above the standard scope of work and efficiency, skill, and initiative in their work, while also appropriately ranking employees who perform at or below the established level of performance for a particular position.

YEAR 1: Each employee's pay will increase by the following percentage increases per position as follows:

EMT/Firefighter	3.25% Effective the first full pay period in July 2006, followed by 3.25% effective the first full pay period in January 2007.
Paramedic/Firefighter	3.75% Effective the first full pay period in July 2006, followed by 3.75% effective the first full pay period in January 2007.
Fire Captain	3.75% Effective the first full pay period in July 2006, followed by 3.75% effective the first full pay period in January 2007.

This pay increase will include increases in pay resulting from the implementation of the East Fork Fire and Paramedic Districts Position Classification and FY 2007 Salary Plan, Attachment B. Pay adjustments will be made effective in the first full pay period of July and January. Employees at the top of their salary range at the time of the salary adjustment increases referenced in Article 7A, Year 1, will receive the increase as a lump sum payment. Salary adjustments will occur before salary range movements. Effective immediately after the pay increase the first full pay period in January 2007, any employee remaining below the bottom of his/her pay range will be moved up to the bottom of the range.

YEAR 2: Each employee's pay will increase by the following percentage increases per position as follows:

EMT/Firefighter	3.0% Effective the first full pay period in July 2007, followed by 2.0% effective the first full pay period in January 2008.
Paramedic/Firefighter	4.0% Effective the first full pay period in July 2007, followed by 2.0% effective the first full pay period in January 2008.
Fire Captain	4.5% Effective the first full pay period in July 2007, followed by 3.0% effective the first full pay period in January 2008.

Employees at the top of their salary range at the time of the salary adjustment increases referenced in Article 7A, Year 2, will receive the increase as a lump sum payment. Salary adjustments will occur before salary range movements.

YEAR 3: Each employee's pay will increase by the following percentage increases per position as follows:

EMT/Firefighter	3.0% Effective the first full pay period in July 2008, followed by 2.0% effective the first full pay period in January 2009.
Paramedic/Firefighter	3.0% Effective the first full pay period in July 2008, followed by 2.0% effective the first full pay period in January 2009.
Fire Captain	5.0% Effective the first full pay period in July 2008, followed by 2.0% effective the first full pay period in January 2009.

Employees at the top of their salary range at the time of the salary adjustment increases referenced in Article 7A, Year 3, will receive the increase as a lump sum payment. Salary adjustments will occur before salary range movements.

B. Merit Increases – Pay for Performance

1. Employees will receive an annual performance evaluation using the existing or modified evaluation system. Pay for Performance portion of the contract will remain in effect for the life of this contract and the scoring scale will be readjusted effective the last partial pay period in July 2006/first partial pay period in August 2006 to a 0 – 6% score scale.

2. Merit increases will not result in an employee's salary to exceed the maximum of the pay range.
3. Substantial changes to the evaluation process will require a meet and confer between the Districts and the Association.

C. Salary Range Adjustments

1. **YEAR 1:** The FY 2007 Salary Plan (Attachment B) will be implemented the first full pay period in July 2006.
 - a. EMT/Firefighter grade will be FF8. All EMT/Firefighter personnel under the FF8 minimum range will be moved to the bottom of the range through the salary adjustments outlined in Section A. All employees below the minimum range as of the first full pay period in January will be moved to the bottom of the new range following the salary range adjustment.
 - b. Paramedic/Firefighter grade will be FF13. All Paramedic/Firefighter personnel under the FF13 minimum range will be moved to the bottom of the range through the salary adjustments outlined in Section A. All employees below the minimum range as of the first full pay period in January will be moved to the bottom of the new range following the salary range adjustment.
 - c. Captain grade will be FF18. All Captain personnel under the FF18 minimum range will be moved to the bottom of the range through the salary adjustments outlined in Section A. All employees below the minimum range as of the first full pay period in January will be moved to the bottom of the new range following the salary range adjustment.
2. **YEAR 2**
 - a. EMT/Firefighter grade will be FF10 effective the first full pay period in July 2007.
 - b. Paramedic/Firefighter grade will be FF15 effective the first full pay period in July 2007.
 - c. Captain grade will be FF20 effective the first full pay period in July 2007.
3. **YEAR 3**
 - a. EMT/Firefighter grade will be FF11 effective the first full pay period in July 2008.
 - b. Paramedic/Firefighter grade will be FF17 effective the first full pay period in July 2008.
 - c. Captain grade will be FF23 effective the first full pay period in July 2008.

D. Working Above Classification-Working in an Acting Position/Classification

Any employee assigned to work in an acting supervisory classification (at or above the rank of captain) for more than twenty four cumulative hours will be compensated with an additional 5% of pay for all time worked in an acting capacity effective with the twenty fifth hour of acting duty. This provision excludes trades between employees.



E. Call Back

1. **Call Back Defined**

Call-back 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 12 hours notice per NRS.

2. **Call Back Pay**

Call back is paid at one and one-half (1.5) times the employees hourly rate and is paid for a minimum of two (2) hours or time actually worked, whichever is greater.

F. Overtime

1. **Overtime Defined**

Overtime hours will be as defined by FLSA regulations.

2. **FLSA Hours**

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

G. Holiday Pay

Twenty-Four Hour Shift Employees

Employees on a twenty-four hour schedule will receive two (2) lump sum allowances of sixty-six (66) hours of straight time wages on the first full pay periods in January and July in lieu of working holidays. Each payment will be considered compensation for the holidays during the previous 6 month period. New employees will be compensated for a prorata 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: $108 \text{ days} \times 100\% \text{ divided by } 182.5 \text{ days} = 59.18\%$; $59.18\% \text{ of } 66 \text{ hours} = 39.06 \text{ hours}$). Should additional holidays be declared by the President of the United States, Governor of Nevada, or the Fire District Board of Commissioners and Paramedic District Board of Trustees, the disbursement will be increased by twelve hours for each additional holiday declared. Employees who leave the Districts employ prior to the start of the first pay period in January and July will not be eligible for the previous six months holiday pay.

H. Uniform Allowance

1. The Districts will provide an annual uniform allowance of \$800 per employee paid retroactively. One half of the allowance will be paid the first full pay period in December and June for the prior six-month period. Any changes to the Districts uniform procedure or changes to uniform requirements directed by the Districts will require the parties to meet and confer prior to implementation of the changes. Any changes may increase monies due to affected employee(s). This uniform allowance is all inclusive of uniforms, personal bedding and laundering, professional cleaning or personally desired and approved safety equipment.



2. The parties may develop a uniform procedure and standard supply process.
3. New employees that are hired after the adoption of this contract will receive \$1,200 on a voucher system for the purchase of uniforms and related items from an authorized vendor. New employees will be provided an approved uniform list and will submit a vendor invoice to the Districts. The remaining balance, after the purchase of the required uniform related items, will be paid to the employees.
4. A new employee who fails to pass probation shall turn in all equipment or uniforms issued or purchased through the provision of this article. Original purchase uniforms/equipment lost or damaged shall be reimbursed to the Districts by the departing employee. The Districts may require probationary employees to sign an agreement that allows the Districts to deduct the costs of unreturned equipment or uniforms from a separating employee's check or provide other relief. The Districts are solely responsible for this program including its creation and implementation.

I. Tuition Reimbursement

Tuition reimbursement will be consistent with Districts policy. Any changes to the policy will be provided to the Association prior to final approval.

J. Association Business

The Executive Board members or their designee of Local #3726 will have access to a "pool" of ninety-six (96) hours per calendar year of Association business leave without loss of pay or benefits. Each of these members may draw upon this pool as may be required until such time as the ninety-six (96) hours are exhausted. It will be the responsibility of the Association president to control the usage and provide the Chief or Deputy Chief/EMS with at least a quarterly record of those hours expended from the pool during the preceding quarter by the individual(s) concerned. The Executive Board members will notify the District administration ninety-six (96) hours in advance of the time of the absence so that appropriate adjustments to staff assignments can be made.

If attending meetings while on duty is not possible, up to two (2) members of the negotiating or grievance committees will be allowed time off for such meetings. If such meetings 1) have a direct relationship to the preparation for negotiations or the processing

of grievances and 2) such meetings take place at a time which such members are scheduled to be on duty. The Association will notify the District administration in advance of the time of the absence so that appropriate adjustments to staff assignments can be made. Total hours used for all purposes under this section will not exceed 96 hours.

K. Hazardous Materials Team Assignment Incentive

Employees certified to the levels of Hazardous Materials Technician and/or Hazardous Materials Incident Commander assigned by the District Fire Chief to the Quad County Hazardous Materials Team shall receive a monthly bonus payment of \$100 per month provided that the certification is maintained and all team requirements, established by the Quad-County Hazardous Materials Team Administrative Committee are met.

Employees certified to the levels defined in NFPA 1670 – Technical Rescue assigned to a recognized team officially established by the Districts and assigned to that team by the District Fire Chief will receive a monthly bonus payment of \$100 per month provided that the certification and all team requirements, established by the Districts, are met.

L. Paramedic Preceptor Incentive

Any qualified employee that is assigned as a Paramedic Preceptor to an intern student will receive the Preceptor Incentive of \$450 per student. Preceptors will perform in the preceptor capacity for a minimum of 240 hours and must follow all EFPD operational guidelines and protocols. Preceptor incentive pay will be received following the documented completion of the internship. All necessary documentation will be forwarded to District administration.

This incentive will begin with any new intern/preceptorship starting after July 1, 2006.

The responsibility of Preceptor selection will remain with the Districts. If for any reason a selected employee is unable to complete the Preceptor rotation, then the Districts will select an alternate and compensate the alternate as above.

M. Paramedic Certification Compensation

Any qualified employee that is assigned to a non-paramedic certification required position above the rank of Paramedic/Firefighter, yet holds and maintains a current paramedic certification in the State of Nevada, will receive a \$2,000 annual paramedic certification compensation. This will be paid in the first pay periods in December and June retroactive for the prior six-month period of time.

ARTICLE 8

Medical and Dental Insurance

A. Cafeteria Plan

1. The Districts 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 Districts will provide eligible employees with core medical, dental, vision and life insurance individual coverage and a specific dollar amount, which will vary dependent upon which medical plan he or she has selected, and whether the employee has opted for individual coverage or family coverage.

3. Employees may use remaining funds or salary deductions toward benefits on the cafeteria menu.
4. If a High Deductible Medical Plan with Health Savings Account is offered by the Districts, an incentive will be provided for employees to participate in the plan. The Districts will meet and confer with the Association prior to implementing a change of the current medical and dental program.
5. The core medical package may be optional for employees that can provide acceptable proof of comparable coverage through another source. Approval for a waiver of the core medical package will be at the discretion of the Douglas County Human Resources Manager. 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 after purchase of mandatory dental/vision/life insurance coverage.

B. District Fund Contribution Toward Health Benefit Package

The core medical package must be purchased unless waived pursuant to Section A(5) above. If waived, the employee will receive the monthly contribution set forth in C below.

Beginning January 1, 2007 the Districts will provide employees with employee only coverage \$515 per month toward the purchase of the core medical plan(s) or actual employee only premium cost, whichever is greater.

The Districts will provide employees with the following dependant coverage amounts toward the purchase of the core medical plans:

Effective 01/01/07 - \$735

Effective 01/01/08 - \$755

Effective 01/01/09 - \$775

C. Monthly Contribution in Lieu of Core Medical Package

Core dental, vision and life insurance must be purchased with the monthly contribution below.

Effective 01/01/07 - \$300

Effective 01/01/08 - \$325

Effective 01/01/09 - \$350

D. High Deductible Medical Plan with Health Savings Account

If a High Deductible Medical Plan with Health Savings Account is offered by the Districts, the Districts will provide eligible employees with core medical, dental, vision and life insurance individual coverage at a specific dollar amount, which will vary dependent 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 for Year 1 of this contract beginning January 1, 2007:

	<u>Premium Contribution/Month</u>	<u>Annual Account Contribution</u>
Employee Only	100% of Premium	\$1,250
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

a. Annual Account Contribution Distribution

Effective January 2008, fifty percent (50%) of the annual account contribution will be deposited in individual accounts two times each calendar year (first full pay period 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 fifty percent of the annual contribution. The employee will receive the next scheduled account contribution payment based on the new status and contribution rate at the time.

b. Probationary Employees

The first year of employment, new employees will have the option of participating in the High Deductible Medical Plan with Health Savings Account or core medical plan. Half of the annual Account Contribution will be paid when the employee is first eligible for insurance. The second half, will be made at the next lump sum payment period (January or July whichever comes first). 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.

2. **Premium Increase/Decreases**

Under the High Deductible Medical Plan with Health Savings Account option, any increase in premium costs over the life of this contract will be deducted from the Annual Account Contribution amount and applied to the increased coverage expense. High Deductible Medical Plan with Health Savings Account (medical) rates as of January 1, 2007, Employee Only coverage, will be used as a calculation baseline. If the High Deductible Medical Plan with Health Savings Account (medical) premium increases in Employee Only coverage exceed 10% above the baseline during contract Year 2 or 15% above the baseline during contract Year 3, parties agree to meet and confer, and may reopen Article 8 D(1) of this contract. The Districts will retain any decreases in premium costs over the life of this contract.

ARTICLE 9 Hours

A. Work Week

The normal workweek for employees covered by this agreement will consist of fifty-six (56) hours scheduled in twenty-four (24) shifts. Scheduling will reflect three (3) platoons, "A," "B," and "C".

B. Public Access Hours

Shift hours begin at 0800 and end at 0800 the following day. In as much as NRS 288 provides for the Districts to schedule working hours and shifts, "Public Access Hours" are defined as 0800 to 1700 daily, except as required by alarms and/or other emergencies. These hours may be modified as directed by the Fire Chief.

ARTICLE 10 Court Time

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

1. 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 Districts.
2. An employee summoned for jury duty on his 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 Districts administration on a case-by-case basis when jury deliberation exceeds a 24-hour period.

3. 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 employer. 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.
4. 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.
5. Employees will not serve as expert witnesses unless specifically authorized by the Districts.

ARTICLE 11

Annual Leave

A. Basis of Accrual

All unit employees who are employed on a continuous full-time basis will accrue annual leave on the basis of the schedule below, provided they are assigned to a 56-hour work week:

<u>CONTINUOUS SERVICE</u>	<u>HRS EARNED/PAID</u>	<u>FACTOR</u>
More than 1 year Less than 5 years	6 shifts (144 Hours)	.0495
More than 5 years Less than 10 years	8 shifts (192 Hours)	.0659
More than 10 years Less than 15 years	10 shifts (240 Hours)	.0825
More than 15 years	12 shifts (288 Hours)	.0989

B. Accrual During Probation

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

C. Payment On Separation

Employees who have completed at least six months of continuous service and leave the Districts will be paid for accrued annual leave.

D. Payment On Death

If an employee dies, who was entitled to accumulated annual leave under the provisions of this Article, the heirs of the deceased employee will be paid an amount of money equal to the number of hours of annual leave earned or accrued multiplied by the hourly rate.

E. Carry-over of Annual Leave to Following Year

All annual leave not taken in excess of 336 hours will be forfeited at the end of the last biweekly pay period of the calendar year. A ninety (90) day extension may be granted by the District Fire Chief solely for reasons of the Districts convenience.

F. Approval for Use of Annual Leave

1. All annual leave will be taken at a time mutually agreeable to the employee and his/her supervisor within the guidelines of the most recent applicable Districts Policy. An employee submitting a request more than thirty (30) days prior to requested annual leave will be notified within two shifts of the approval or denial.
2. Annual leave hours will be considered hours worked for FLSA purposes.

G. Compliance with FLSA

The Districts 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 Districts will notify the Association of proposed changes prior to implementation. Upon request by the Association, the Districts 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.

ARTICLE 12

Sick, Bereavement, and Injury Leave

A. Basis of Accrual

All unit employees who are employed on a continuous full-time basis will accrue sick leave at the rate of .0495 hours for each hour paid up to a maximum of one hundred and forty-four (144) per year. Only regular hours paid will affect sick leave accrual.

In the event a minimum manning policy is implemented during the life of the contract which reduces the District's sick leave liability, effective July 1 of the next fiscal year, all unit employees who are employed on a continuous full-time basis will accrue sick leave at a rate of .0577 hours for each hour paid up to a maximum of one hundred and sixty eight (168) hours per year. Only regular hours paid will affect sick leave accrual.



B. Maximum Accrual/Special Sick Leave

A total of no more than one thousand and eight (1008) hours of regular sick leave may be credited to an employee. However, twenty-four hour employees who have one thousand and eight (1008) hours of sick leave accrued as of January 1 of each calendar year will accrue an additional one hundred and forty-four (144) hours during the calendar year, which may be used when accrued during that calendar year. Any unused hours will be removed as of December 31 of the calendar year.

Sick leave for catastrophic leave may be granted in accordance with the Catastrophic Leave Policy. Any change to this policy will be presented to the Association prior to adoption. Association employees are eligible to participate in the Catastrophic Leave program.

C. Authorization for Usage of Sick Leave

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 sickness, injury or when receiving necessary medical or dental service, or in accordance with the Family and Medical Leave Act. The District Fire Chief or his/her designee may require written medical verification for sick leave for more than three (3) consecutive shifts and/or whenever there is reason to believe that sick leave is being misused or the absence is questionable. An employee may be required to be examined by a physician selected by the Districts for verification purposes and paid for by the Districts 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 not be considered hours worked for FLSA purposes.

D. Bereavement Leave

Bereavement leave of three shifts accumulated sick time may be taken for a death in the employee's immediate family. The Districts 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 Districts may authorize such sick leave and will so notify the Douglas County Human Resources Manager in writing.

E. Injury Leave

1. An employee within this bargaining unit, who suffers an injury during the course of his/her employment will be entitled to Injury Leave and subject to any limitations imposed by this chapter or state law. Injury 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. Any injury sustained by an employee while engaging in an athletic or social event sponsored by the employer 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.

2. a. For an employee injured on duty with a qualifying injury, the employee will receive injury leave for any time off during the first 5 calendar days immediately following the injury (including the day of the injury if applicable). If the employee's injury leave exceeds five calendar days, the employee will be required to sign over the check from the District's workers compensation provider that provides payment for said time period. Under no circumstances will an employee be entitled to compensation beyond their normal base pay for these five days.
 - b. Injury leave may only be utilized if the employee's injury occurs while performing assigned duties during an emergency response situation or required Districts training on equipment, apparatus, tactics, emergency response and technical areas of expertise excluding non-physical activities (e.g. classroom).
 - c. The employee must be following all prescribed safety policies and procedures to qualify for utilization of injury leave, (e.g. wearing full protective clothing and equipment when necessary, using tools and equipment properly, and exercising prudent care while performing assigned functions.)
 - d. If there is any question or disagreement as to whether or not an injury is covered under this section, the claimant must present their case to the District's Safety Committee. The Committee will convene and make a determination regarding the case within fourteen (14) days of receiving the claimant's request.
3. The Districts will follow state law with respect to Occupational Illness or Disease.

F. Total Compensation

When an employee is eligible for benefits under Chapter 616 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. Employees may use annual leave, compensatory time off, or sick leave to cover the one-third of wages not paid by Public Agency Compensation Trust (PACT).

G. Sick Leave Payoff

1. Employees with 10 years of service will be compensated at the rate of 40% of the normal hourly rate for all hours of accrued sick leave upon termination from the employment of the Districts. An additional 1% in compensation will be paid upon termination of employment for each year of service over ten years to a maximum of 50%. No employee will be entitled to receive the compensation provided for by this section for accrued sick leave until he/she has served a minimum of ten years in Districts employment.

2. Sick leave payoff amounts may be directed by the employee into post retirement medical account should a program be developed and offered by the Districts. The Districts and the Association will meet and confer prior to implementation of such a program. Failure to develop, implement or meet and confer the possible establishment of such a program will not be grounds for violation of this article, will not be subject to the grievance procedure of this contract, is subject to all applicable state and Federal laws, and is solely at Districts' discretion.
3. At the employee's option, instead of being compensated for sick leave, the Districts, with approval of PERS, will convert compensable sick leave at the calculation referenced in G(1) to PERS retirement credits.

H. Light/Modified Duty Assignments

1. For any employee covered by this agreement whose physical condition prevents him/her from performing his/her normal work duties as assigned, at the convenience of the Districts, the Districts may place him/her in an assignment in which the employee can perform work consistent with his/her condition. Whenever possible the Districts agrees to place employees into light duty assignments within the Districts.
2. Employees who have been on authorized Injury Leave due to work-related injury 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.
3. 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. Further, the parties understand that light duty refers to tasks other than the full range of the employees' regular assigned duties.
4. Nothing in this section will require the Districts to create a light duty assignment.
5. 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. Sick Leave, Annual Leave, or Leave Without Pay use is permitted.

ARTICLE 13

Leaves of Absence

A. Eligibility

Leave without pay (LWOP) may be granted to an employee who desires time off from the Districts service and does not have annual 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 appointing authority.

C. Long Term LWOP

LWOP of thirty (30) days or more may be granted for the good of the public service by the appointing authority. The employee will retain his/her status as a public employee and the pay, accrued leave, and benefits accrued prior to the leave for a period not to exceed twelve (12) consecutive weeks or a period allowed by the Family and Medical Leave Act. Leave must be approved by the Districts Board.

D. 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 Districts 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 hour shift.

The employee will make their reserve status known to the Districts 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.

ARTICLE 14

Probationary Periods

A. Initial Probation

Upon initial appointment, all unit employees will serve the equivalent of twenty-six (26) bi-weekly pay periods of full-time service as a probationary period. During this time, the employee may be dismissed without cause or right of appeal.

B. Promotional Probation

Upon promotion to a classification with a higher salary schedule, a unit employee will serve the equivalent of twenty-six (26) bi-weekly payroll periods of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal. An employee who has not successfully completed an initial probationary period in the lower classification will not have a right to return to his/her previous classification. If all employees within a classification are moved and it is considered a non-promotional movement, no probationary period is to be assessed upon the affected employees.



ARTICLE 15

Effects of Layoff

A. Layoff Order No Change

Employees will be laid off based on lowest level of Departmental seniority in accordance with Article 5 or 16.

B. 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.

C. Bumping

In lieu of being laid off, an employee may elect to demote to any class of a lower maximum salary within the same class series as provided in Attachment A. An employee being bumped will be treated as if laid off and will have the same bumping rights as provided herein. A decision to bump must be made within seven (7) calendar days of notification of layoff.

D. Posting

The names of permanent and probationary employees laid off, will be placed on the reemployment list for twelve months or until the next testing period or whichever is less for the class of position involved in reverse order of layoff. Employees will be recalled one time in the order in which their names are listed on the reemployment list. If a recalled employee does not accept the recall offer at that time he/she will be removed from the list.

E. Reemployment

Employees who are reemployed within one calendar year 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 one calendar year, the employee will be eligible to accrue sick and annual leave at the same rate as when the layoff occurred (if a sick leave buyback option is exercised at the time of termination, no remaining sick leave accrual will be reinstated).

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

ARTICLE 16

Seniority

A. Types of Seniority

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

1. Departmental Seniority will be determined by the following criteria:
 - a. An employee's Departmental Seniority will be determined based upon continuous full time employment with the Districts as determined by the hire date for a full time position.
 - b. For the purpose on 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 Fire Chief.
 - c. Continuous service will be broken only by resignation of a full time position, discharge, or retirement.
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 or promoted into the rank in which they hold.
 - b. For the purpose on 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 Departmental Seniority.
 - c. An employee that is demoted to a lower rank will be placed within that lower ranks 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.

B. Seniority List

1. Upon completion of this agreement, lists defining the Departmental and Rank Seniority will be agreed upon (see Attachment C). 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 Fire Chief or their designee and the EFFPEA President or their designee. Once agreed upon, the list will be distributed to district office, all staffed stations and the EFFPEA Secretary.

ARTICLE 17

Promotion

- A. The Districts will consider its own qualified employees for promotional opportunities at the discretion of the Fire Chief up to and including Captain prior to considering qualified outside applicants.
 - 1. The Districts will maintain promotional eligibility lists for 2 years for positions in Attachment A.
 - 2. Eligible employees will have the prerequisite certifications and experience for the position being tested. The Districts will not lower the prerequisite certifications and experience if no qualified employee candidates exists.
- B. Nothing in this Agreement will prohibit the Districts from hiring an outside applicant for any position if, in the sole discretion of the Fire Chief or other hiring authority, no employee applicant possesses the necessary qualifications, credentials and skills for the position.
- C. The Districts reserve 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.
 - 1. These procedures may consist of written test, assessment centers, candidate schools, intern programs or a mixture of these components. The Districts 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 Districts. The Districts 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.

ARTICLE 18

Retirement

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

ARTICLE 19

Grievance Procedures

A. Definitions

1. Grievance

A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of Districts Rights (Article 5) is not grievable. The grievance procedures of this contract may not be used to collaterally or otherwise challenge or attack separate judicial, quasi-judicial, or administrative proceedings.

2. Grievant

A grievant is an employee, in the Association, or the Districts, who is filing 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 Districts 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 5).

3. Day

Day will mean a calendar day.

B. Process

1. Informal Resolution

Within ten (10) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the employee will orally discuss the grievance with the employee's immediate supervisor. A supervisor will have seven (7) days to give an answer to the employee.

If the Districts are the grievant and informal resolution does not resolve the grievance, the grievance will go before an External Hearing Officer.

2. Formal Levels

Level 1: If an employee is not satisfied with the resolution proposed at the informal level, the employee may within seven (7) days of such receipt of such answer file a formal written grievance with the supervisor on a form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The supervisor (or designee) will, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 2: If the grievant is not satisfied with the written answer from the grievant's supervisor, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Battalion Chief or Deputy Chief, if Battalion Chief was supervisor under Level 1. Within fourteen (14) days of receipt of the written appeal, the Battalion Chief or Deputy Chief will investigate the grievance which may include a meeting with the concerned parties and thereafter give written answer to the grievant within seven (7) days.

Level 3: If the grievant is not satisfied with the written answer from the Battalion Chief or Deputy Chief the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the District Fire Chief. Within twenty-one (21) days of receipt of the written appeal, the Fire Chief will investigate the grievance which may include a meeting with the concerned parties, and thereafter give written answer to the grievant within seven (7) days, which answer will be final and binding unless, within fourteen (14) days, the Association notifies the District Fire Chief of its intention to appeal the matter to the External Hearing Officer (EHO).

C. General Provisions

1. If a grievant fails to carry a grievance forward to the next level within the prescribed time period, the grievance will be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal a grievance to the next higher level as if the grievant had received a negative answer on the final day of the period available for the response.
3. The grievant may be represented by a person of the grievant's choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Proof of service will be accomplished by certified mail or personal service.
6. The Association will receive a copy of all grievances filed at the Fire Chief's level of this grievance procedure where such grievance is not being processed by the Association.



ARTICLE 20

Discipline

A. Basis for Disciplinary Action

1. The tenure and status of every Association employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards will be grounds for appropriate disciplinary action. Disciplinary action will be for just cause and may, in addition to the causes set forth in the Personnel ordinances and policies, rules or regulations, be based upon any of the following grounds: failure to fully perform required duties, insubordination, failure to comply with or abuse of employer policies or rules, unexcused absences, misuse or abuse of Employer property or equipment, substandard job performance, commission of a felony or other crime involving moral turpitude, and commission of other acts which are incompatible with service to the public.

2. **Investigatory Interviews**
Prior to an investigatory interview related to disciplinary action, an employee will be notified by the Districts that he/she may be accompanied by an Association representative. Reasonable notification will be during business hours and will be a minimum of six (6) hours prior to the investigatory interview, except when circumstances may require the investigatory interview. The interview can be held sooner if agreed to by mutual consent.

B. Types of Discipline

Three types of discipline are recognized for purposes of applying one of the procedures under this article, they are:

1. **Written Reprimands**
A reprimand, the details of which are committed to writing and placed in the employee's personnel file.

2. **Short Suspensions**
Includes any disciplinary suspension(s) without pay which, when accumulated with previous disciplinary suspension(s) within a twelve (12) month period, if any, does not exceed three (3) shifts.

3. **Severe Disciplinary Action**
Includes disciplinary suspension(s) without pay of more than three (3) shifts within a twelve (12) month period, demotion, or discharge.

C. Appeal from a Written Reprimand

The next level of supervisor will review the reprimand upon the request of the employee prior to the reprimand being placed in the employee's personnel file.

D. Notice

Except for written reprimands, the Deputy Chief or Fire Chief (if the action is taken by the Deputy Chief), will advise the employee in writing of the proposed disciplinary action. The written statement will contain:

1. A description of the events which necessitated the proposed disciplinary action.
2. A statement of the charges.
3. A statement of the proposed disciplinary action.
4. Notification that the employee may review or make copies of available materials leading to the action.
5. The right of the employee to meet with the Deputy Chief or Fire Chief at a given time and place or to submit in writing his/her response to the proposed action.
6. A statement of the employee's right to representation.

E. Employee's Response

An employee's opportunity to respond to the Deputy Chief or Fire Chief is not intended to be an adversary hearing. However, the employee may present witnesses in support of his/her opposition to the proposed demotion, suspension, or discharge. The limited nature of this response does not obviate the Districts' authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline. The employee may be accompanied and represented by a person of his/her choice during this procedure.

F. Management's Decision

Following a review of a proposed disciplinary action by the Deputy Chief or Fire Chief, the latter will cause the employee affected to be served, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, Districts' decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.

G. Appeal from a Short Suspension

An employee receiving a suspension without pay of one (1) through three (3) working shifts, will be afforded the opportunity to clear him/herself through the procedure outlined in Sections D, E, and F above within seven (7) calendar days of the alleged incident or receipt of Notice outlined in Section C above, whichever is later. If not satisfied with the decision in F above, the appellant may within seven (7) calendar days appeal to the Fire Chief for a final decision. The Fire Chief will hear the appeal and issue a final and binding decision promptly in the normal course of business.

Nothing will prevent the Districts from instituting the proposed discipline prior to the date of the meeting contemplated in Section D (5) above, but if the discipline is overturned or reduced, the employee will be made whole for any time actually suspended beyond that which is approved.

H. Appeal from a Severe Disciplinary Action

An employee receiving a proposed suspension of four (4) shifts or longer, demotion to an established classification with a lower maximum salary range, or discharge will have the opportunity to appeal as described below.

1. Following a review of a proposed disciplinary action by the Deputy Chief or Fire Chief, the latter will cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action. This statement will clearly inform the employee that the employee, through the Association, has the right, within seven (7) calendar days after receipt of this notice, to request in writing an appeal hearing before the Fire Chief. The request must be filed by the Association with the Douglas County Human Resources Manager.
2. If, within the appeal period the Association does not file said appeal, the action of the Districts will be considered conclusive.
3. If, within the appeal period, the Association files such notice of appeal by giving to the Douglas County Human Resources Manager written notice of appeal, then a time for an appeal hearing before the Fire Chief will be set. The hearing will be held within ten (10) calendar days and a decision will be made within seven (7) calendar days after the hearing.
4. If, within seven (7) calendar days, the Association files a notice of appeal from the decision of the Fire Chief by giving to the Douglas County Human Resources Manager written notice of appeal, an EHO will be selected and a hearing date established which will not be less than fourteen (14) calendar days, nor more than sixty (60) calendar days from the date of the filing of the appeal. All interested parties will be notified in writing of the date, time, and place of hearing at least seven (7) calendar days prior to the hearing.
5. All hearings will be held in accordance with Nevada law.
6. The hearing will be conducted in a manner most conducive to determinations of the truth and NRS 233B.123 will be used by the EHO as a guide in ruling on evidentiary matters.
7. Each party will have these rights: to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify on his/her own behalf, the respondent may be called and

examined as if under cross-examination. Every witness will declare by oath or affirmation that the witness will testify truthfully.

8. During the examination of a witness, all other witnesses, except the parties, will be excluded from the hearing upon motion of either party.
9. The EHO will determine whether to sustain, reject, or modify the action demoting, suspending or discharging the employee.
10. Mutually incurred costs for the EHO procedure will be divided equally between the Districts and the Association.

ARTICLE 21

External Hearing Officer

A. Designation

The External Hearing Officer (EHO) will be designated by the parties, by either party requesting a list of retired Nevada judges obtained from the Nevada Supreme Court or other agreed upon recognized arbitration associations to reduce the fiscal impact on both organizations. If the parties cannot agree on the selection of an EHO from the list, the following procedure must be utilized:

1. For the first matter that requires an EHO during the term of this agreement, the Association will first strike a name off the list, followed by a strike by the Districts. The parties will then continue to strike names in the same order until only one name remains. That person will serve as EHO.
2. On the second matter that requires an EHO during the life of the agreement, the Districts will strike first, followed by the Association until only one name remains.
3. If the individual selected as the EHO cannot hear the matter within a reasonable time, the parties will repeat the striking procedure.

B. Costs

The fees and expenses of the EHO and of a court reporter, if used, will be shared equally by the employee organization and the Districts. 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 EHO on matters concerning employee discipline will be advisory to the governing body. Within sixty (60) days of receipt of the EHO's recommendation, the governing body will make the final decision, which in its discretion, it deems proper after review of the hearing officer's report or conducting further investigation as it sees fit. Decisions of an EHO on matters concerning interpretation of this agreement will be binding on both parties. Either type of decision is subject to judicial review.

D. Authority of EHO

No EHO 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 Article 19, Grievance Procedure, and has been processed in accordance with all provisions thereof and herein.

No EHO 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 EHO's authority will be limited only to the application and interpretation of the provisions of this negotiated agreement. No EHO will have the power to alter, amend or modify any Districts policy, procedure or regulation.

E. Matters Subject to EHO Procedure

Proposals to create, add to, or change this written agreement or addenda supplementary hereto will not be grievable nor submitted to an EHO 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 ch. 233B.

ARTICLE 22

Safety

A. Safety Committee

The Districts will maintain a safety committee with representation of at least one member from the Association.

B. Safety Turnouts and Equipment

1. The Districts will provide all turnouts and safety equipment needed by employees as determined by the Districts. The Districts will replace such turnouts and safety equipment when requested by a supervisor and approved by a Deputy Chief or Fire Chief.
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 Fire Chief and Association.

3. The Districts 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 23 Replacement of Personal Property

A. Lost, Stolen or Destroyed

The Districts will reimburse Association 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 determined by the Districts 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 and may be limited by a list promulgated by the Fire Chief.

B. 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 Districts insurance policy.

ARTICLE 24 Savings Provision

A. Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision will be null and void, but all other provisions of this Agreement will remain in full force and effect until otherwise canceled or amended. In the event that any provision will be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

B. In the event that Section A above is affected or Chapter 288 of the Nevada Revised Statutes is amended, the Districts and Association negotiating teams will meet on request of either party to discuss its ramification(s) on the current negotiated agreement.

ARTICLE 25

Terms of Agreement

Fiscal provisions of this agreement will be in effect from July 1, 2006 to June 30, 2009. The parties agree that the salary provisions of Article 7 (A and B) of this contract are a final and binding agreement on salary for the period of July 1, 2006 to June 30, 2009, and that salary is not subject to reopening or further negotiation for that period of time in a contract that succeeds this contract. Non fiscal provisions of this agreement will be automatically renewed from year to year unless either party notifies the other in writing not later than February 1 that it wishes to reopen provisions for negotiation. In the event such notice is given, those provisions not reopened will automatically renew from year to year. The Association will give notice of its desire to negotiate by February 1. Unless otherwise noted herein, any changes caused by the approval of this agreement will be prospective and implemented as of the first of the payroll period immediately succeeding its formal adoption by the Districts Board.

ARTICLE 26

Non-Discrimination

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

ARTICLE 27

Job Classifications

- A. This agreement covers the following sworn personnel and the job classifications as contained in Attachment A.
- B. Any job classification not included in Attachment A of this agreement will not be used to provide minimum staffing requirements on a consistent and/or regular basis for positions covered by this agreement.

ATTACHMENT "A"

Positions/classification series covered by the Agreement are:

EMT/Firefighter
Paramedic/Firefighter
Captain

COPY

ATTACHMENT "B"

EAST FORK FIRE AND PARAMEDIC DISTRICTS ASSOCIATION PAY PLAN

EFFECTIVE JULY 1, 2006

GRADE	Hourly*			Annual*			Spread
	Bottom	Mid	Top	Bottom	Mid	Top	
EF12 **	\$ 12.60	\$ 14.78	\$ 16.95	\$ 36,695.77	\$ 43,027.37	\$ 49,358.97	34.5%
FF-8	\$ 13.41	\$ 15.56	\$ 17.71	\$ 39,063.00	\$ 45,312.00	\$ 51,561.00	32.0%
FF-9	\$ 13.75	\$ 15.95	\$ 18.15	\$ 40,039.58	\$ 46,444.80	\$ 52,850.03	32.0%
FF-10	\$ 14.09	\$ 16.35	\$ 18.60	\$ 41,040.56	\$ 47,605.92	\$ 54,171.28	32.0%
EF13**	\$ 14.23	\$ 16.70	\$ 19.18	\$ 41,433.86	\$ 48,638.47	\$ 55,843.08	34.8%
FF-11	\$ 14.45	\$ 16.76	\$ 19.07	\$ 42,066.58	\$ 48,796.07	\$ 55,525.56	32.0%
FF-12	\$ 14.81	\$ 17.18	\$ 19.54	\$ 43,118.24	\$ 50,015.97	\$ 56,913.70	32.0%
FF-13	\$ 15.55	\$ 17.79	\$ 20.03	\$ 45,274.16	\$ 51,805.35	\$ 58,336.54	28.9%
FF-14	\$ 15.94	\$ 18.24	\$ 20.53	\$ 46,406.01	\$ 53,100.48	\$ 59,794.95	28.9%
EF15**	\$ 24.35	\$ 28.34	\$ 32.34	\$ 50,639.88	\$ 58,952.70	\$ 67,265.52	32.8%
FF-15	\$ 16.33	\$ 18.69	\$ 21.05	\$ 47,566.16	\$ 54,427.99	\$ 61,289.83	28.9%
FF-16	\$ 16.74	\$ 19.16	\$ 21.57	\$ 48,755.31	\$ 55,788.69	\$ 62,822.07	28.9%
FF-17	\$ 17.16	\$ 19.64	\$ 22.11	\$ 49,974.20	\$ 57,183.41	\$ 64,392.62	28.9%
FF-18	\$ 17.59	\$ 20.13	\$ 22.67	\$ 51,223.55	\$ 58,613.00	\$ 66,002.44	28.9%
FF-19	\$ 18.03	\$ 20.63	\$ 23.23	\$ 52,504.14	\$ 60,078.32	\$ 67,652.50	28.9%
FF-20	\$ 18.48	\$ 21.15	\$ 23.81	\$ 53,816.74	\$ 61,580.28	\$ 69,343.81	28.9%
FF-21	\$ 18.94	\$ 21.68	\$ 24.41	\$ 55,162.16	\$ 63,119.78	\$ 71,077.41	28.9%
FF-22	\$ 19.42	\$ 22.22	\$ 25.02	\$ 56,541.22	\$ 64,697.78	\$ 72,854.34	28.9%
FF-23	\$ 19.90	\$ 22.77	\$ 25.64	\$ 57,954.75	\$ 66,315.22	\$ 74,675.70	28.9%
FF-24	\$ 20.40	\$ 23.34	\$ 26.29	\$ 59,403.61	\$ 67,973.10	\$ 76,542.59	28.9%
FF-25	\$ 20.91	\$ 23.93	\$ 26.94	\$ 60,888.71	\$ 69,672.43	\$ 78,456.16	28.9%
FF-26	\$ 21.43	\$ 24.52	\$ 27.62	\$ 62,410.92	\$ 71,414.24	\$ 80,417.56	28.9%
FF-27	\$ 21.97	\$ 25.14	\$ 28.31	\$ 63,971.20	\$ 73,199.60	\$ 82,428.00	28.9%
FF-28	\$ 22.52	\$ 25.77	\$ 29.01	\$ 65,570.48	\$ 75,029.59	\$ 84,488.70	28.9%
FF-29	\$ 23.08	\$ 26.41	\$ 29.74	\$ 67,209.74	\$ 76,905.33	\$ 86,600.92	28.9%
FF-30	\$ 23.66	\$ 27.07	\$ 30.48	\$ 68,889.98	\$ 78,827.96	\$ 88,765.94	28.9%
FF-31	\$ 24.25	\$ 27.75	\$ 31.24	\$ 70,612.23	\$ 80,798.66	\$ 90,985.09	28.9%
FF-32	\$ 24.85	\$ 28.44	\$ 32.03	\$ 72,377.54	\$ 82,818.63	\$ 93,259.72	28.9%
FF-33	\$ 25.48	\$ 29.15	\$ 32.83	\$ 74,186.97	\$ 84,889.09	\$ 95,591.21	28.9%
FF-34	\$ 26.11	\$ 29.88	\$ 33.65	\$ 76,041.65	\$ 87,011.32	\$ 97,980.99	28.9%
FF-35	\$ 26.77	\$ 30.63	\$ 34.49	\$ 77,942.69	\$ 89,186.60	\$ 100,430.52	28.9%
FF-36	\$ 27.44	\$ 31.39	\$ 35.35	\$ 79,891.26	\$ 91,416.27	\$ 102,941.28	28.9%

*Based on 2,912 hours, rounded to nearest 1 cent.

*2.5% pay grades with 5% increase in bottom at FF-18

** Effective 10-8-05

ATTACHMENT "C"

DEPARTMENT SENIORITY LIST

<u>Seniority</u>	<u>Name</u>	<u>Date of Hire</u>
1	Kesteloot, Walter	07-01-1990
2	Anderson, Allen	09-01-1990
3	Bourne, David	02-02-1991
4	Norvell, David	02-08-1991
5	Agorastos, Nick	08-25-1995
6	Valenzuela, Troy	04-08-1998
7	Hill, Matt	07-01-1999
8	Connelly, Tracy	07-01-1999
9	Nelson, Brian	06-19-2000
10	Minor, Roy	10-01-2000
11	Marsh, Jeff	12-09-2000
12	Costa, Jeff	06-09-2001
13	Buck, Jamie	01-09-2002
14	Kruse, Matt	01-09-2002
15	Neilson, Heidi	01-09-2002
16	Rice, Brian	01-09-2002
17	Trute, Brian	01-09-2002
18	Bellona, John	05-06-2002
19	Kirk, Bob	05-06-2002
20	Santos, Ron	10-22-2002
21	Goss, Larry	09-29-2003
22	James, Jeff	11-18-2003
23	Egan, Tim	03-13-2004
24	Ackerson, Rick	07-09-2004
25	Alexander, Dave	07-09-2004
26	Bergstrom, Cory	07-09-2004
27	Azevedo, Paul	07-09-2004
28	Dwinell, Sky	07-09-2004
29	Safford, Roby	07-09-2004
30	Cates, Jeff	11-09-2004
31	Chrzanowski, Andrew	03-05-2005
32	Fletcher, Stephen	04-25-2005
33	Hall, Jeremy	04-25-2005
34	Greenfield, Joel	06-18-2005
35	Plumer, John	06-18-2005
36	Ierien, Mike	11-16-2005
37	Jones, Jerry	12-21-2005

ATTACHMENT "C" Continued

DEPARTMENT SENIORITY LIST

<u>Seniority</u>	<u>Name</u>	<u>Date of Hire</u>
38	May, Jeff	02-11-2006
39	Pederson, Zac	02-11-2006
40	Palant, Jared	02-11-2006
41	Sheldrew, Chad	02-11-2006
42	Doppe, Peter	02-11-2006
43	Brawley, John	03-23-2006

CAPTAIN SENIORITY LIST

<u>Seniority</u>	<u>Name</u>	<u>Date of Hire/Promotion</u>
1	Anderson, Allen	05-25-2002
2	Valenzuela, Troy	05-25-2002
3	Kesteloot, Walt	05-25-2002
4	Costa, Jeff	05-25-2002
5	Bellona, John	05-25-2002
6	Agorastos, Nick	07-24-2004
7	Hill, Matt	07-24-2004
8	Bourne, Dave	07-24-2004
9	Santos, Ron	04-23-2005
10	Norvell, Dave	05-20-2006
11	Nelson, Brian	09-09-2006
12	Connelly, Tracy	09-09-2006

ATTACHMENT "C" Continued

PARAMEDIC/FIREFIGHTER SENIORITY LIST

<u>Seniority</u>	<u>Name</u>	<u>Date of Hire/Promotion</u>
1	Minor, Roy	10-01-2000
2	Marsh, Jeff	12-09-2000
3	Neilson, Heidi	01-09-2002
4	Egan, Tim	03-13-2004
5	Alexander, Dave	11-09-2004
6	Ackerson, Rick	02-26-2005
7	Kruse, Matt	07-24-2004
8	Trute, Brian	07-24-2004
9	Fletcher, Stephen	04-25-2005
10	James, Jeff	07-30-2005
11	Plumer, John	06-18-2005
12	Brawley, John	03-23-2006

EMT/FIREFIGHTER SENIORITY LIST

<u>Seniority</u>	<u>Name</u>	<u>Date of Hire/Promotion</u>
1	Buck, Jamie	01-09-2002
2	Rice, Brian	01-09-2002
3	Kirk, Bob	05-16-2002
4	Goss, Larry	09-29-2003
5	Dwinell, Sky	07-09-2004
6	Bergstrom, Cory	07-09-2004
7	Safford, Roby	07-09-2004
8	Azevedo, Paul	07-09-2004
9	Cates, Jeff	11-09-2004
10	Chrzanowski, Andrew	03-05-2005
11	Hall, Jeremy	04-25-2005
12	Greenfield, Joel	06-18-2005
13	Ierien, Mike	11-16-2005
14	Jones, Jerry	12-21-2005
15	May, Jeff	02-11-2006
16	Pederson, Zac	02-11-2006
17	Palant, Jared	02-11-2006
18	Sheldrew, Chad	02-11-2006
19	Doppe, Peter	02-11-2006

FOR THE DISTRICTS:

Daniel Choller

Chief Negotiator

James S. Bausche

Chairman
East Fork Fire and Paramedic Districts
Board of Trustees

Aug. 3, 2006

Date

FOR THE ASSOCIATION:

[Signature]

Chief Negotiator

[Signature]

President
EFFPEA Employees Association

Aug 3, 2006

Date

SEAL

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: February 28, 2007
By [Signature] Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy