

Assessor's Parcel Number:  N/A

Date:  APRIL 14, 2016

Recording Requested By:

Name:  TOD CARLINI, EFFPD   
 & DOUG RITCHIE, DA'S OFFICE

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A



KAREN ELLISON, RECORDER

FIRST AMENDMENT TO LABOR AGREEMENT #2016.075   
(Title of Document)

**FIRST AMENDMENT TO THE FISCAL YEAR 2014-16 LABOR AGREEMENT  
BETWEEN THE EAST FORK FIRE PROTECTION DISTRICT AND THE EAST FORK  
PROFESSIONAL FIREFIGHTERS**

The East Fork Fire Protection District and the East Fork Professional Firefighters hereby agree to amend Articles 3, 6, 7, and 9 of the current labor agreement, recorded on November 12, 2014, as follows:

**ARTICLE 3 Recognition**

**A. Recognition**

The District recognize the Association as the sole and exclusive collective bargaining agent for all employees within job classifications covered by this Agreement who are presently employed or subsequently hired by the District. The District also recognizes the Association as representing the personnel engaged in fire prevention/investigation, suppression, medical services, and fire equipment/apparatus repair and maintenance within the boundaries of the District. It is further agreed that the District will consult with the Association regarding any new classifications created by the District and shall determine whether such new classification shall be included within the bargaining unit pursuant to the requirements of NRS chapter 288 and added to the list of represented job classifications in Article 3, Section B(1).

The District and the Board of Fire Commissioners agree to not enter into any other agreement, whether written or verbal, with the employees covered under this bargaining unit, whether individually or collectively. The District and Association shall agree upon any changes to existing job classifications.

**B. Classifications**

1. 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. Fire Captain
- b. Engineer
- c. Firefighter / Paramedic
- d. Firefighter / EMT
- e. Firefighter
- f. Training & Safety Captains
- g. Fire Captain/Investigator
- h. Fire Inspector
- i. Fire Master Mechanic/Equipment Technician

2. Any job classification not included in Article 3, Section B(1) of this agreement shall not be used to provide minimum staffing requirements.

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 CLERK  
*[Signature]*

Also, any job classification in a support role shall not be used to provide staffing for line positions covered by this agreement.

Minimum staffing for line positions will be as followed:

Training Safety Position: Fire Captain  
Engine\Brush: Fire Captain and Engineer (once applicable)  
Rescue: Firefighter\Paramedic and Firefighter\EMT  
Squad: Engineer (once applicable)  
Truck: Fire Captain and Engineer (once applicable)  
Water Tender: Engineer (once applicable)

Support roles shall be defined as Fire Captain/Investigator, Fire Inspector, and Fire Master Mechanic/Equipment Technician.

Excluded from the bargaining unit are all seasonal, volunteer, administrative and confidential employees.

“Once applicable” shall mean staffed pursuant to Article 5.A(3)(a).

### **C. Definitions:**

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

1. A “day” will be defined as any day, regardless of weekends or holidays recognized by the District.
2. 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.

## **ARTICLE 6**

### **Salaries and Pay Practices**

#### **A. Definitions**

For the purposes of this Agreement, the following terms have the indicated meaning:

“Base Hourly Wage” means the amount earned at the employee’s hourly rate. Base wage or base pay does not include incentives, overtime or additional pay, etc.

**B. Step-in-Grade Pay Scale**

The parties desire to maintain a pay range for each job classification as described in more detail in the summary attached as Exhibit "A" to this Agreement.

In no case will any salary range adjustment result in an employee exceeding the following Top Step for the indicated job classifications during the term of the Agreement:

<u>Position</u>	<u>Top Step</u>	<u>Maximum Hourly Wage</u>
Investigator	FP-73	\$41.10
Captain	FP-72	\$29.06
Engineer	FP-57	\$25.03
FF/Paramedic	FP-57	\$25.03
FF/EMT-Advanced	FP-40	\$21.14
Fire Inspector	RP-85	\$28.79
Master Equipment Technician	RP-93	\$31.17

**C. Merit Increases – Pay for Performance**

1. The purpose of the Performance Management Plan ("PMP") 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.
2. The parties' preferred merit scoring system for use in the PMP system, when financially feasible, is based upon the following scale:

PMP Score: 100 - 97	=	7 Steps
96 - 93	=	6 Steps
92 - 89	=	5 Steps
88 - 86	=	4 Steps
85 - 0	=	No Step Increase

Scores that include a fraction will be rounded to the closest whole number. For example, a score of 92.5 would be rounded to 93. A score of 89.4 would be rounded to 89.

3. Merit increases must not result in an employee's salary to exceed the Top Step of the employee's job classification.

4. Before a change is made to the PMP evaluation process, which will impact an employee's performance rating, the District agrees to meet and confer with the Association.
5. Employees who receive a performance rating of greater than or equal to 85.5% and who are at the Top Step of their job classification will receive, in a lump sum, 75% of the merit increase they would have received if the employee's salary was not at the top of their pay range as a single lump sum payment.

By way of example: An employee whose salary is at the Top Step of the salary range for the employee's job classification and receives a performance rating that would result in a four step salary increase will receive a lump sum payment equal to 75% of the wage increase associated with a four step increase in the employee's job classification.

6. Employees who receive a performance rating of greater than or equal to 85.5% and who are near the top of their salary range will receive a merit increase sufficient to raise them the number of steps necessary to move them to the Top Step of their job classification. Additionally, the employee will receive, in a lump sum, 75% of the difference between the Top Step of their job classification and what the total wage increase would have been if the employee was not at the Top Step of their job classification.

By way of example: An employee who is near the top of the salary range and receives a performance rating that would result in a four step increase and only receives a two-step pay increase, which moves the employee to the Top Step of the employee's job classification, will receive a lump sum payment equal to 75% of the value of the remaining two-step pay increase the employee would otherwise have received.

7. The lump sum merit payment and salary increase must not exceed the amount the Pay for Performance increase would have been given if the employee were not at the top of the salary range (Top Step of the employee's job classification). Any portion of a salary increase that would otherwise increase the employee's salary above the Top Step of the employee's job classification will be paid to the individual in a lump sum payment.
8. Effective July 1, 2015, and until a successor labor agreement is ratified by the District and the Association, no merit step-increases or lump sum payments will be awarded. The term of the current labor agreement between the District and Association will end on June 30, 2016.
9. Effective the last full pay period in June 2016, the Fire Inspector and Fire Master Mechanic/Equipment Technician positions will receive a one-step

increase to their base wages. The bottom and the top step of the salary ranges of these positions will also concurrently increase one-step.

10. Effective the last full pay period in June 2016, all employees covered by this Agreement will receive a two-step increase in their wage. The bottom and the top step of the salary ranges of these covered positions will also concurrently increase two-steps.

**D. Working Above Job Classification or Working in an Acting Position/Job Classification**

Any employee assigned to work in an acting classification of Paramedic, Engineer, Fire Captain or Battalion Chief will be compensated with an additional 5% of pay for all time worked in an acting capacity. This provision excludes trades between employees. Temporary promotions are subject to the conditions of Article 14.

**E. Call Back (for employees hired on or before July 1, 2008).**

**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. Call Back (for employees hired after July 1, 2008).**

1. Except as it may conflict with 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 and is requested to return to duty with less than 12 hours’ notice to respond to an emergency, except for any employee who is (1) called into work while on standby status, (2) not required to leave the premises where he/she is residing or located at the time of notification in order to respond, or (3) called back to work if the work begins 1 hour or less before or after his/her scheduled work shift.

2. “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 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.

**G. 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. "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 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.

**H. Overtime**

1. **Overtime Defined**

Overtime hours will be as defined by FLSA regulations. Any changes to the District's overtime filling practices or procedures will be agreed upon by the Association prior to implementation.

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.

3. **Compensatory Time for 40-hour employees**

Employees scheduled to work forty (40) hours per week earning overtime pay may elect compensatory time off in lieu of overtime paid. Said compensatory time off must be used within sixty (60) calendar days or it will be paid in the next pay period at the overtime rate unless this timeframe is extended in writing by the Fire Chief or designee. This section does not apply to 56-hour employees assigned to 24-hour shifts.

**I. 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 pay periods in December and June 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 pro rata share of hours based on their hire date (e.g., an employee who is hired on March 15<sup>th</sup> with 108 days left in the

semi-annual period will have his/her holiday pay calculated as follows: 108 days x 100% divided by 182.5 days = 59.18%; 59.18% of 66 hours = 39.06 hours). Should additional holidays be declared by the President of the United States, Governor of Nevada, or the Fire District Board of Commissioners, the disbursement will be increased by twelve hours for each additional holiday declared. Employees who leave the District's employment prior to the start of the first pay period in December and July will not be eligible for the previous six months holiday pay.

**J. Uniform Allowance**

1. The District will provide an annual uniform allowance of \$900 per employee. Four Hundred and Fifty Dollars (\$450) will be paid to the employee in the first pay period in December and June of each year during the term of this contract for the prior six-month periods.
2. Any changes to the District's uniform procedure, or changes to the uniform requirements directed by the District, will be implemented only after the District meets and confers with the Association. This uniform allowance is all inclusive of uniforms, personal bedding and laundering, professional cleaning or personally desired and District approved safety equipment.
3. The parties may develop a uniform procedure and standard supply process.
4. All new employees will be eligible to charge to an authorized vendor and/or to receive reimbursement for approved uniform items not to cumulatively exceed \$1,200. Receipts for uniform items must be submitted for reimbursement. After the successful completion of the initial probation period, a new employee will receive the next scheduled uniform allowance payment per Article 6(H)(1).
5. Any new employee who fails to pass probation shall turn in all equipment or uniforms issued or purchased through the provisions of this Article 6 to the District. Any purchased uniforms or equipment lost or damaged during the probation period shall be reimbursed to the District by the departing employee. The District may require probationary employees to sign an agreement that allows the District to deduct the costs of unreturned equipment or uniforms from a separating employee's check or provide other relief. The District is solely responsible for this uniform program, including its creation and implementation.

**K. Tuition Reimbursement**

1. The District may reimburse full-time employees for their educational costs for coursework or specialized training that the District believes is beneficial.
2. Both credit-yielding courses from accredited academic institutions of higher learning and non-credit yielding technical training courses are eligible for consideration for tuition reimbursement. Tuition or class fees may 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 to include:

- Hazardous Materials
- Various Rescue Disciplines and Specialties
- EMS Recertification Courses
- Vehicle and Machinery Extrications
- Explosive Ordinance Disposal
- Wildland Firefighting
- Apparatus Operations
- Promotional Workshops
- Leadership Classes
- Fire Investigations\Cause
- Fire Prevention
- Plan Review
- Emergency Vehicle Maintenance

3. Employees must have regular, full-time status and at least one year of service with the District prior to taking any course to be eligible to receive tuition reimbursement.

4. Tuition reimbursement will occur under the policies stated in the East Fork Fire Protection District Procedures Manual, Policy 308.03, effective July, 1 2013 (Tuition Reimbursement).

**L. Hazardous Materials Team Assignment Incentive**

Employees certified to the levels of Hazardous Materials Technician 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 Districts, are met.

Effective the first full pay period of July 2014, the Hazardous Materials Incentive is equal to one and one half percent (1.5%) of the qualifying employee's Base Hourly Wage.

**M. Paramedic Preceptor Incentive**

Any qualified employee that is assigned as a Paramedic Preceptor to an intern student will receive a Preceptor Incentive of \$300 for every 120 hours of service

up to a maximum of \$1,200 per intern. Preceptors must perform in the Preceptor capacity for a minimum of 240 hours and must follow all operational guidelines and protocols established by the District. Preceptor incentive pay will be received following the documented completion of the internship. All necessary documentation will be forwarded to the District.

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.

**N. Paramedic Certification Incentive**

Any employee that is assigned to a job classification that does not require non-paramedic certification required position above the rank of Paramedic/Firefighter but holds and maintains a current paramedic certification in the State of Nevada, will receive a Paramedic Certification Incentive.

Effective the first full pay period of July 2014, the Paramedic Certification Incentive is equal to two percent (2.0%) of the qualifying employee's Base Hourly Wage. The Paramedic Certification Incentive will be paid retroactively to July 1, 2014.

**O. Training and Safety Assignment Incentive**

1. Any Fire Captain assigned to the Training and Safety Assignment (the "Training Assignment") will receive Training and Safety Assignment incentive pay equal to six percent (6%) of the Base Hourly Wage of the Captain filling the assignment (the "Training Incentive"). The Training Incentive will commence on the first day the Training Assignment is accepted.

2. After filling the Training Assignment for 12 months, the Training Incentive will increase to a total of nine percent (9%) of the Base Hourly Wage of the Captain filling the Training Assignment after acting within the Training Assignment for at least 12 consecutive months.

3. After filling the Training Assignment for 24 months, the Training Incentive will increase to a total of twelve percent (12%) of the Base Hourly Wage of the Captain filling the training Assignment and will remain at 12% during the remainder of the time the Captain fills the Training Assignment.

4. Any Fire Captain performing the Training Assignment will continue to receive a PMP evaluation on the Fire Captain's promotional date.

5. When a Fire Captain leaves the Training Assignment and resumes the regular duties of a Fire Captain, the Fire Captain will no longer be eligible to receive the

Training Incentive and will only receive the employee's Base Hourly Wage and any other incentive pay the employee is otherwise entitled to receive.

6. If a Fire Captain that is filing the Training Assignment is promoted to Battalion Chief, then the Fire Captain will receive a promotional salary increase of 7 steps above his or her current base wage plus the Training Incentive s/he was receiving immediately prior to his or her promotion.
7. Any Fire Captain that returns to the Training Assignment will receive the Training Incentive based on the number of total months the Captain has filled the Training Assignment, whether consecutively or non-consecutively.
8. A Fire Captain assigned to the Training Assignment will fulfill those duties for a minimum of one year. Only one Training Assignment will be vacated on a voluntary basis during any consecutive six-month period. No more than two Fire Captains may voluntarily vacate a Training Assignment during any consecutive 18-month period. If there is a vacancy due to a promotion, retirement or any other reason, then there will be only one voluntary vacancy available during the subsequent 12-month period, unless otherwise specified by the Fire Chief or Deputy Fire Chief.

**P. Engineer Assignment Incentive**

The District will staff the "Engineer" job classification by no later than June 30, 2016, to become effective July 2, 2016. Any employee promoted to the Engineer job classification during FY 2014-2017 will not be eligible to receive a promotional pay increase under Article 14.

**Q. Incentive Pay is Not Cumulative**

All incentive payments do not compound and are additive. For example, a Captain at an hourly rate of \$26.05 would receive the following incentives (if applicable):

Base Rate:	\$26.05
Two Years as a Training Captain:	\$2.61 (12% of \$26.05)
Paramedic Incentive:	\$0.52 (2.0% of \$26.05)
Hazardous Materials Incentive:	\$0.39 (1.5% of \$26.05)
Total Incentives:	\$3.52
Hourly Wage:	\$29.57

## **ARTICLE 7            Medical and Dental 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.
3.     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 Chief after consulting with the Insurance & 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 7 shall be reopened and plan changes negotiated.

### **B.     District Fund Contribution for Health Benefit Package**

1.     A health benefit plan must be chosen unless waived pursuant to Section A(4) above. If waived, the employee will receive the monthly contribution set forth in 7.C below.
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 7.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 7.E.

**C. Monthly Contribution in Lieu of Health Benefit Plan**

Dental, vision and life insurance may be purchased with the monthly contribution of \$350.

**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, effective July 1, 2015, including the July 2015 payment:

	<u>Premium Contribution/Month</u>	<u>Annual Account Contribution</u>
Employee Only	100% of Premium	\$1,000
Employee + Spouse	100% of Premium	\$2,000
Employee + 1 Child	100% of Premium	\$2,000
Employee + 2 or More Children	100% of Premium	\$2,000
Employee + Family	100% of Premium	\$2,000

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 full pay periods 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 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 30 days of employment.

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

If the employee first becomes eligible for insurance coverage prior to July 1<sup>st</sup>, 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 pay for any insurance premium increases from 0 – 5%. The employee will pay for any insurance premium increases from 6 – 10% through a deduction from the District's annual contribution to the employee's HSA account. The District's annual contribution to the employee's HSA account will be decreased by half of any premium increase over 10% and the District will absorb the other half of the premium increase over 10%.
2. The District will absorb any premium increases from 0 – 5% for the PPO plan. The employee will pay for any insurance premium increases from 6 – 10%. The employee and the District will each pay 50% of any premium increase greater than 10%.
3. The District will retain any insurance premium decreases from 0 – 5%. The employee will retain any insurance premium decreases from 6 – 10%. The employee and the District will each equally retain any premium decrease greater than 10%.
4. For the purpose of calculating future premium increases/decreases, the premiums in effect as of October 1, 2014, will be used by the parties as the baseline for calculating premium increases.

#### **F. Benefits Committee**

The District shall maintain an Insurance & Benefits Committee comprised of a total of three members and three alternates. The Committee shall consist of one member and one alternate from the District and two members and two alternates from the Association, representing the EFPF and EFPFBC members assigned by the Association President or his/her designee. The Insurance & Benefits Committee will be responsible to:

- 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
- 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
- Other benefits related issue/tasks as assigned by the District Fire Chief

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## ARTICLE 9

## Leaves

### A. 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 District for any workdays that were missed.
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 District's administration on a case-by-case basis.
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 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.
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 District.



**B. Annual Leave**

1. 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>HOURS EARNED/PAID</u>	<u>FACTOR</u>
0 - 4 years	136 Hours	.0467
5 - 9 years	184 Hours	.0631
10 - 14 years	232 Hours	.0797
15 - 19 years	280 Hours	.0961
20 - 24 years	328 hours	.1126
25 years or more	376 hours	.1291

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 regularly assigned to a 40-hour work week:

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED/PAID</u>	<u>FACTOR</u>
0 - 4 years	80 hours	.0384
5 - 9 years	128 hours	.0615
10 - 14 years	152 hours	.0730
15 - 19 years	168 hours	.0807
20 years or more	192 hours	.0923

2. 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.

3. Payment on Separation

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

4. 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.

5. Carry-over of Annual Leave to Following Year

A total of no more than 504 hours (56 hour employees) or 240 hours (40 hour employees) of annual leave may be credited to an employee. Any unused hours on December 31 will be transferred into the employees Sick Leave balance.

6. Approval for Use of Annual Leave

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 District Policy. The parties agree to meet and confer to write an annual leave procedure during the life of this contract.

- a. Annual leave hours will be considered hours worked for FLSA purposes.

7. 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.

8. Catastrophic Leave

Annual leave in excess of 504 hours may be converted to an employee's sick leave bank.

**C. Sick, Bereavement, and Injury Leave**

1. 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 of .0658 hours for each hour paid up to a maximum of one hundred and ninety-two (192) per year for 56-hour employee or 88 hours for 40-hour per week employees (.0423 hours for each hour). Only regular hours paid will affect sick leave accrual.

b. Maximum Accrual

A total of no more than one thousand five hundred and twelve (1,512) hours of regular sick leave may be credited to an employee. However, 56-hour employees who have one thousand five hundred and twelve (1,512) hours of sick leave accrued as of January 1 of each calendar year may accrue an additional one hundred and ninety-two (192) 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.

A total of no more than seven hundred twenty (720) hours of regular sick leave may be credited to a 40-hour employee. Any unused hours will be removed as of December 31 of the calendar year.

c. Authorization for Use 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. Written medical verification for sick leave for more than two (2) consecutive shifts for 56-hour employees or 5 consecutive work days for 40-hour employees will be required and submitted to the appropriate Chief Officer. 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.

2. Bereavement Leave

Bereavement leave of four shifts for 56-hour employees or 80 hours for 40-hour employees of accumulated sick time may be taken for a death in the employee's immediate family. The District Chief 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 Chief may authorize such sick leave and will so notify the Douglas County Human Resources Manager in writing.

3. Injury Leave

- a. 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 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.

For employees injured on duty and accepted for worker's compensation benefits which exceeds 2 shifts for 56-hour employees or 40 regularly scheduled hours for 40-hour employees, the District will cover the remainder of all required leave for up to 120 calendar days. During the 120 calendar days no employee leave deduction (sick, vacation, or comp time) will be used. After 120 calendar days the employee will use accrued leave. Light duty will be made available to employee at the convenience of the District. The employee must follow all prescribed written safety policies and procedures to qualify for 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).

An employee may request injury leave at any time following the injury to the Deputy Chief (training and safety) or his/her designee. Acceptance or denial of Injury Leave is not subject to the grievance procedure. However, the employee may appeal in writing to the District Chief within ten (10) days of being denied Injury Leave.

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 leave benefit, the amount of sick leave or injury leave benefit paid to said employee shall not exceed the differences 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.

The District will follow state law with respect to Occupational Illness or Disease.

b. **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) or Injury Leave as stated above.

4. 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.

5. Verification of Leave Use

The District reserves the right to investigate any employee's use of sick or injury leave under Article 9 and to otherwise substantiate the factual basis for an employee's absence from work if sick or injury leave is used during the same week that the employee accrues overtime.

**D. Sick Leave Payoff**

1. 56-hour employees may be compensated for a maximum of 756 hours as follows:

0-9 years	0 %
10 years	50 %
11 years	52.5 %
12 years	55 %
13 years	57.5 %
14 years	60 %
15 years	62.5 %
16 years	65 %
17 years	67.5 %
18 years	70 %
19 years	72.5 %
20 years	75 %

2. 40-hour 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 the employee's voluntary separation from the employment of the Districts. An additional 1% in compensation will be paid upon termination of employment for each year of service greater than 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 District's employment.
3. Sick leave payoff amounts may be directed by the employee into a post-retirement medical account if a post-retirement program is developed and offered by the District. The District and the

Association will meet and confer prior to the implementation of such a program. The failure to develop, implement or meet and confer the possible establishment of such a program will not be grounds for a violation of this article, will not be subject to the grievance procedure of this Agreement, is subject to all applicable state and Federal laws, and is solely at the District's discretion.

4. At the employee's option, instead of being compensated directly for sick leave, the District, with approval of PERS, will transfer compensable sick leave at the calculation referenced in D(1) through the provided Deferred Compensation Programs offered and then, at the employee's initiative, be converted to PERS retirement credits.

**E. 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 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.
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 District 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.

## **F. Leaves of Absence**

### **1. Eligibility**

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

### **2. Short Term LWOP**

LWOP of thirty (30) days or less may be granted for the good of the public service by the appointing authority.

### **3. 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 District Chief or the District's Board.

### **4. 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 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.

- 5.** If an employee is off work for more than one (1) month due to any type of leave or shift trading arrangement due to an injury or illness, the District may require the employee to undergo a medical examination to determine fitness for duty. The cost of the medical examination shall be at the District's expense. The physical shall be a fit for duty physical examination related to the injury or illness. The employee may appeal the decision by providing a written second opinion to the District by a doctor of the employee's choice at the employee's cost.

**G. Professional Development Leave**

The purpose of professional development leave is to enable an employee to attend professional development training or classes when he or she is scheduled to work. Professional development leave will not be used for mandatory departmental training. 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 employees present position or which would enhance advancement potential for a career path within the employee's current job classification.

All bargaining unit employees who have less than one year of service with the District are ineligible to receive or use professional development leave. All bargaining unit employees who have more than one year of service with the District, are employed by the District on a continuous full-time basis, and are assigned to a 56-hour work week, will be given up to fifty (50) 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 by a Deputy Fire Chief or the Fire Chief and is subject to the operational requirements of the District.

**H. Association Business**

1. 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 or providing services for the Association unless the full cost of such leave is either:

- a. Paid by the Association; or
- b. The District is reimbursed by the Association; or
- c. The full value of the employee's time is offset by the value of concessions made by the Association in the current labor agreement.

2. The District will create 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").

- a. 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.

- b. 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.

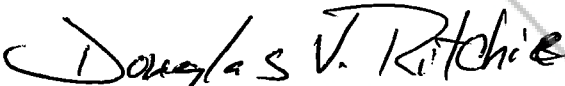
- c. Instead of making a payment to the District, the Association may request that the District deduct the amount due to the District from a credit of hours granted to the Association by the District for the period beginning March

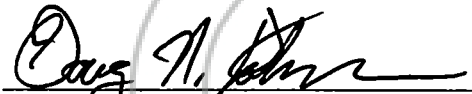


26, 2016 ("Association Time"). Association Time is calculated as the value of the Association agreeing to forego the accrual of 0.0028 per hour of annual leave for each represented 56-hour employee and 0.0039 per hour of annual leave for each 40-hour employee commencing on March 26, 2016. Unused Association Time will rollover each year but shall be capped at a maximum of 1,500 hours.

3. 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.

**FOR THE DISTRICT**


  
\_\_\_\_\_  
Douglas V. Ritchie  
Chief Negotiator

  
\_\_\_\_\_  
Doug N. Johnson, Chairman  
East Fork Fire Protection District  
Board of Trustees

3.17.16  
\_\_\_\_\_  
Date

**FOR THE ASSOCIATION**

  
\_\_\_\_\_  
Paul Azevedo  
Chief Negotiator

  
\_\_\_\_\_  
Paul Azevedo, President  
EFPF, Local 3726

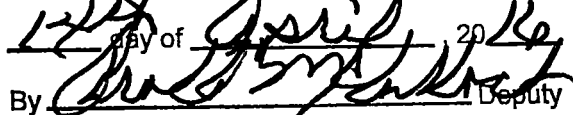
15 Mar 2016  
\_\_\_\_\_  
Date

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

17th day of April, 2016  
By  Deputy