

APN# \_\_\_\_\_

**Recording Requested by/Mail to:**

Name: East Fork Fire Protection District

Address: 1694 County Road

City/State/Zip: Minden, NV 89423



00149071202209801730760764

KAREN ELLISON, RECORDER

**Mail Tax Statements to:**

Name: \_\_\_\_\_

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

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

Labour Agreement Between The East Fork Fire Protection District  
And  
The East Fork Professional Firefighters' Association Battalion Chiefs

**Title of Document** (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording  
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

This document is being (re-)recorded to correct document # \_\_\_\_\_, and is correcting

\_\_\_\_\_  
\_\_\_\_\_  
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**Agreement between**  
**East Fork Fire Protection District**  
**And The**  
**East Fork Professional Firefighters-Battalion Chiefs**

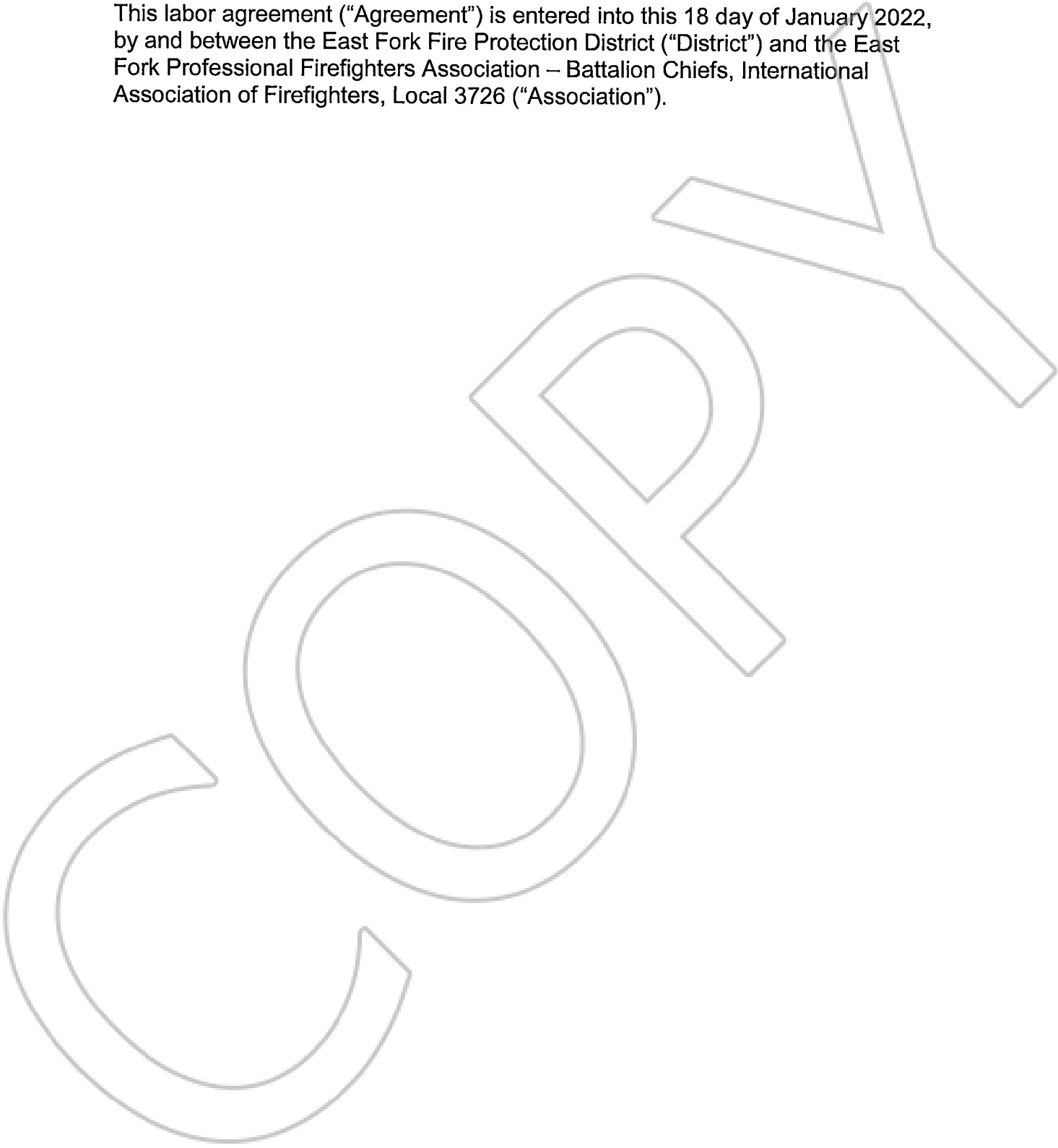
<b>ARTICLE 1</b>	<b>PARTIES .....</b>	<b>4</b>
<b>ARTICLE 2</b>	<b>NOTICES.....</b>	<b>5</b>
<b>ARTICLE 3</b>	<b>RECOGNITION .....</b>	<b>6</b>
	<b>A. Recognition .....</b>	<b>6</b>
	<b>B. Classifications .....</b>	<b>6</b>
	<b>C. Safety Staffing.....</b>	<b>6</b>
	<b>D. Employee Relation Liaison .....</b>	<b>7</b>
	<b>E. Definitions .....</b>	<b>7</b>
<b>ARTICLE 4</b>	<b>ASSOCIATION'S RIGHTS .....</b>	<b>8</b>
	<b>A. Bulletin Boards .....</b>	<b>8</b>
	<b>B. Interdepartmental/Electronic Mail System.....</b>	<b>8</b>
	<b>C. Use of Districts Copier and Computers .....</b>	<b>8</b>
	<b>D. Dues Deductions.....</b>	<b>9</b>
	<b>E. Use of Districts Facilities .....</b>	<b>9</b>
	<b>F. Meals.....</b>	<b>9</b>
	<b>G. Indemnification .....</b>	<b>10</b>
<b>ARTICLE 5</b>	<b>DISTRICT'S RIGHTS AND RESPONSIBILITIES.....</b>	<b>11</b>
<b>ARTICLE 6</b>	<b>SALARIES AND PAY PRACTICES .....</b>	<b>12</b>
	<b>A. Step-In-Grade Scale.....</b>	<b>12</b>
	<b>B. Step Pay Plan .....</b>	<b>12</b>
	<b>C. Work in Acting Position .....</b>	<b>12</b>
	<b>D. Call Back .....</b>	<b>13</b>
	<b>E. Return to Work .....</b>	<b>14</b>
	<b>F. Compensatory Time.....</b>	<b>14</b>
	<b>G. Overtime.....</b>	<b>14</b>
	<b>H. Holiday.....</b>	<b>15</b>
	<b>I. Uniform .....</b>	<b>16</b>
	<b>J. Tuition Reimbursement .....</b>	<b>16</b>
	<b>K. Hazardous Materials Incentive .....</b>	<b>17</b>
	<b>L. Paramedic Certification Compensation .....</b>	<b>17</b>
	<b>M. Higher Education Incentive .....</b>	<b>18</b>
	<b>N. Wildland Certification Incentive .....</b>	<b>18</b>
	<b>O. Cell Phone Stipend.....</b>	<b>18</b>
	<b>P. Ambulance Plan.....</b>	<b>18</b>
	<b>Q. Incentive Pay Is Not Cumulative .....</b>	<b>19</b>
	<b>Table A .....</b>	<b>21</b>

<b>ARTICLE 7</b>	<b>MEDICAL and DENTAL INSURANCE</b>	<b>20</b>
	A. Cafeteria Plan	20
	B. District Fund Contribution Toward Health Benefits	20
	C. Monthly Contribution In Lieu of Core Medical	21
	D. High Deductible Medical Plan with HSA	21
	E. Premium Increases/Decreases	22
	F. Benefits Committee	23
	G. Re-Opening Clause	23
	H. Retiree Health Reimbursement Arrangement	24
<b>ARTICLE 8</b>	<b>HOURS</b>	<b>26</b>
	A. Work Week – 56 Hour	26
	B. Work Week – 40 Hour	26
	C. Public Access Hours	26
<b>ARTICLE 9</b>	<b>LEAVES</b>	<b>27</b>
	A. Court Time	27
	B. Annual Leave	28
	C. Sick, Bereavement, and Injury Leave	31
	D. Sick Leave Payoff	35
	E. Light/Modified Duty Assignments	36
	F. Leaves of Absence	37
	G. Professional Development Leave	38
	H. Association Business	39
	I. Administrative Leave	40
<b>ARTICLE 10</b>	<b>SHIFT TRADES</b>	<b>41</b>
	A. Trading with Other Employees	42
	B. Limitations to Personal Trades	42
	C. Employees May Utilize Trade Times	42
	D. FMLA Leave	42
<b>ARTICLE 11</b>	<b>PROBATIONARY PERIODS</b>	<b>43</b>
	A. Initial Probation	43
	B. Promotional Probation	43
<b>ARTICLE 12</b>	<b>EFFECTS OF LAYOFF</b>	<b>44</b>
	A. Layoff Order	44
	B. Notice	44
	C. Bumping	44
	D. Posting	44
	E. Reemployment	44
	F. Adjustment to Layoff Process	45
<b>ARTICLE 13</b>	<b>SENIORITY</b>	<b>46</b>
	A. Types of Seniority	46
	B. Seniority List	47
<b>ARTICLE 14</b>	<b>PROMOTION/DEMOTION</b>	<b>48</b>
<b>ARTICLE 15</b>	<b>RETIREMENT</b>	<b>51</b>
<b>ARTICLE 16</b>	<b>GRIEVANCE PROCEDURE</b>	<b>52</b>
	A. Definitions	52
	B. Process	52

	C. General Provisions .....	53
ARTICLE 17	DISCIPLINE.....	54
	A. Basis for Disciplinary Action .....	54
	B. Personnel Files .....	54
	C. Corrective and Disciplinary Actions .....	55
	D. Appeal.....	57
ARTICLE 18	EXTERNAL HEARING OFFICER .....	58
	A. Designation .....	58
	B. Costs.....	58
	C. Effect of Decision .....	58
	D. Authority of Arbitrator .....	58
	E. Matters Subject to Arbitration Procedure.....	58
	F. Rules of Evidence .....	58
ARTICLE 19	SAFETY.....	59
	A. Safety Committee .....	59
	B. Safety Turnouts and Equipment.....	61
ARTICLE 20	REPLACEMENT OF PERSONAL PROPERTY .....	61
	A. Lost, Stolen or Destroyed .....	61
	B. Replacement Cost Limits .....	61
ARTICLE 21	SAVINGS PROVISION.....	62
ARTICLE 21	NON-DISCRIMINATION .....	63
ARTICLE 23	SUCCESSORSHIP OR CONSOLIDATION OF DISTRICTS.....	64
ARTICLE 24	MEMORANDUM OF UNDERSTANDING (MOU).....	65
ARTICLE 25	DRUG AND ALCOHOL FREE WORKPLACE.....	66
	A. Drug and Alcohol Regulations.....	66
	B. Definitions .....	66
	C. Confidentiality .....	67
	D. Drug-Free Awareness Program .....	68
	E. Employee Assistance Program.....	68
	F. Drug and Alcohol Testing.....	68
	G. Discipline for Violations .....	71
ARTICLE 26	FACT FINDING AND ARBITRATION .....	72
ARTICLE 27	STATION HABITABILITY COMMITTEE.....	73
ARTICLE 28	TERM OF THE AGREEMENT.....	74
	SIGNATURE PAGE .....	75

**ARTICLE 1 Parties**

This labor agreement (“Agreement”) is entered into this 18 day of January 2022, by and between the East Fork Fire Protection District (“District”) and the East Fork Professional Firefighters Association – Battalion Chiefs, International Association of Firefighters, Local 3726 (“Association”).



## **ARTICLE 2     Notices**

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

1.    District Fire Chief  
      East Fork Fire Protection District  
      1694 County Road  
      Minden, Nevada 89423

Notice that a hard copy of any notice has been mailed to the District shall be sent to the District Fire Chief at: [tcarlini@eastforkfire.org](mailto:tcarlini@eastforkfire.org).

2.    President  
      East Fork Professional Firefighters  
      P.O. Box 994  
      Minden, Nevada 89423

Notice that a hard copy of any notice has been mailed shall be sent to the Association President at: [president@eastforkfire.com](mailto:president@eastforkfire.com).

## **ARTICLE 3 Recognition**

### **A. Recognition**

The District recognizes 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 Directors 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. Battalion Chief
2. Any job classification not included in Article 3, Section B(1) of this Agreement shall not be used to provide minimum staffing requirements.
3. Excluded from the bargaining unit are all seasonal, volunteer administrative and confidential employees.

### **C. Safety Staffing**

The District recognizes the importance of firefighter safety and will continue to work toward the overall goals of firefighter safety and sustainable funding. One Battalion Chief will be on staff if any apparatus is placed into service on a permanent, 24-hour basis.

#### **D. Employee Relations Liaison**

The Association will provide a liaison to work with the District's Executive Office Manager or designee. The liaison will be appointed by the Association president. The duties of the liaison will include assisting with the coordination of payroll related matters, employee relations, benefits management, time and attendance management, retirement of Association members or additional tasks as directed by the Executive Office Manager or designee. The District will bear the cost of any training that is considered necessary by the District's Executive Office Manager. Only Training time, as designated in Telestaff, will be used for approved training.

#### **E. Definitions:**

In all matters regarding this Agreement, 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.
3. "Forced" shall mean an employee that is directed to remain on duty, without a break in service, on mandatory overtime.
4. "Base Hourly Wage" means the amount earned at the employee's hourly rate. Base wage or base pay does not include incentive pay, overtime, or other forms of additional pay.
5. "PERS" means Public Employees' Retirement System of Nevada
6. "Fire PERS" means Police Fire Employees' Retirement System of Nevada



## **ARTICLE 4 Association Rights**

### **A. Bulletin Boards**

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

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

Posted notices will not be obscene, defamatory, or relate to political office, ballot issues or proposed ballot issues or the ballot process, nor will any notice pertain to public issues that do not include the District or its relations with the District's employees. All notices posted by the Association must be dated and signed by a member of the Association's Executive Board. The District's equipment, materials, supplies, or interdepartmental mail systems will not be used by the Association for the preparation, reproduction, or distribution of notices, except as specifically allowed in Article 4, Sections B and C below, nor will such notices be prepared by District's employees during public access hours.

### **B. Interdepartmental / Electronic Mail System**

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

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

### **C. Use of the District's Copiers and Computers**

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

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

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

**D. Dues Deductions**

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

1. Authorization

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

2. Amount of Dues

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

**E. Use of District's Facilities**

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

**F. Meals**

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

**G. Indemnification**

The Association will indemnify and hold the District and its elected officials, officers, employees and agents harmless against any and all claims, demands, suits, and all other forms of liability or costs that may arise out of or are related to any action taken by the Association under the provisions of Article 4.



## **ARTICLE 5      District's Rights and Responsibilities**

- A. Those subject matters that are not within the scope of mandatory bargaining and that are reserved solely to the District without negotiation include:
1. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
  2. The right to reduce in force or lay off any employee because of lack of work or lack of adequate funding, subject to the Reduction-In-Force procedures in Article 12 (Effects of Layoff).
  3. The right to determine:
    - a. Appropriate staffing levels and work performance standards, except for safety considerations.
    - b. The content of the workday including, without limitation, workload factors, except for safety considerations.
    - c. The quality and quantity of services to be offered to the public; and
    - d. The means and methods of offering those services.
  4. The safety of the public.
- B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS Chapter 288, the District is entitled to take whatever actions may be necessary to carry out its responsibilities during emergencies such as a riot, military action, natural disaster or civil disorder. Those actions may include the temporary suspension of this collective bargaining agreement for the duration of the emergency. The parties mutually agree that any action taken under the provisions of this subsection will not be construed as a failure to negotiate in good faith or a breach of this agreement.
- C. The provisions of NRS Chapter 288 and this Article recognize and declare the ultimate right and responsibility of the District to manage its operations in the most efficient manner consistent with the best interests of all its citizens, taxpayers and employees.
- D. This Article does not preclude, but NRS Chapter 288 and this subsection does not require, the District to negotiate subject matters enumerated above which are outside the scope of mandatory bargaining. The District shall discuss subject matters outside the scope of mandatory bargaining but the District is never required to negotiate those matters that are not the subject of mandatory bargaining.

## **ARTICLE 6      Salaries and Pay Practices (Battalion Chief)**

### **A.    Step-in-Grade Pay Scale**

All salaries will be based on a 5 Step Pay Scale. The pay rates shall be effective as of July 1, 2020. All movement for FY 2021 (July 1, 2020 – June 30, 2021) will occur effective the First pay date of July 2020 and are reflected in the salary schedule attached hereto as Table A and by the reference incorporated herein.

Effective FY2021 All employees will receive their designated step increase on their hire or promotion date.

1. Step movements and any associated pay increases will be effective with the first day of the pay period in which the anniversary/promotion date falls, unless movement is applicable under Article 6.B. Pay increases will be realized on the pay date associated with the pay period in which the anniversary/promotion date falls, unless movement is applicable under Article 6.B. At no time will an employee's wage exceed the approved pay plan that is in place at the time the employee is eligible for a step movement.
2. Promotional pay is addressed in Article 14 (D).

See Table A

### **B.    Wage Range Adjustments**

Effective the first pay date following July 1, 2020, employees will receive a one and one-half percent (1.5%) pay scale wage range adjustment based on their wages on July 1, 2020. See Table A. This adjustment will be paid retroactively to the first pay date of July 2020.

Effective July 1, 2021, any future negotiated wage adjustments will be effective the first pay date of each fiscal year unless otherwise stated.

### **C.    Working in an Acting Position/Job Classification or Working Below Job Classification**

1. Battalion Chiefs will not be mandated to work more than one rank below their position.
2. These provisions exclude trades between employees.
3. Any employee assigned to work in an acting classification of Paramedic, Engineer or Fire Captain will be compensated with an additional 5% of

pay for all time worked in an acting capacity. This provision excludes trades between employees.

4. Temporary promotions are subject to the conditions of Article 14.

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

**1. Call Back Defined**

**Except as it may conflict with the Nevada Administrative Code at 284.214,** "Call Back" pay is defined as compensation earned for returning to duty after an employee has completed his/her regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice.

**1. Call Back Pay**

Call back is paid at two (2) times the employee's hourly rate and is paid for a minimum of two (2) hours or time actually worked, whichever is greater.

2. Scheduling the 12-hour rule set forth in subsection (a) will be activated by the electronic call-out required for the shift scheduling from the district. Any electronic response system must comply with the 12-hour rule and not allow the employee call-in response to govern notification for purposes of the 12-hour rule.
4. The district may not convert what would otherwise be an overtime shift to a call-back shift by waiting until there is less than 12 hours' notice to request a return to duty, if the employer has knowledge more than 12-hours before the start of the shift to be staffed, either through notification or through normal staffing policies, of the staffing need.
5. For reporting purposes, the call back period must not exceed the duration of the initial call back shift or extend beyond the beginning of the member's next regularly scheduled shift.
6. This policy applies to all employees with an effective date of Fire PERS\PERS membership on or before December 31, 2009.

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

1. "Call back" is defined as returning to duty within 12 hours after one's regular working hours to respond to an emergency.

2. For the purpose of this Article 6, "Emergency" means a sudden, unexpected occurrence that is declared by the governing body or chief administrative officer of the public employer to involve clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property.

3. Call back is paid at two (2) times the employee's hourly rate and is paid for a minimum of two (2) hours or time actually worked, whichever is greater.

4. Callback status will end at 0730 of the first morning after the employee returns to work

#### **F. Return to Work Pay**

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

Return to Work Pay is paid at two (2) times the employee's hourly rate and is paid for a minimum of two (2) hours or time actually worked until the next scheduled shift, whichever is greater.

Return to Work Pay will be paid to employees who do not qualify for Callback 1 or Callback 2.

#### **G. Compensatory Time**

1. 40-Hour Full-time employees, non-shift employees working more than normally scheduled hours may elect to receive compensatory time off in lieu of receiving overtime pay. Compensatory time may be accrued to a maximum of 184 hours and may be banked for up to 24 months.

2. Compensatory Time for 40-hour 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.

#### **H. Overtime**

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



procedures will be agreed upon by the Association prior to implementation.

2. For 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.

#### **I. Holiday Pay**

1. 56-hour employees on a twenty-four (24) hour schedule will receive two (2) lump sum allowances of sixty-six (66) hours of straight time wages, including applicable incentive pay, on the first pay dates in December and June in lieu of working holidays. Each payment will be considered compensation for the holidays during the previous six-month period. New employees will be compensated for a prorated 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, the disbursement will be increased by twelve hours for each additional holiday declared.

Employees who leave the District's employment prior to the December or June distribution dates under this provision will receive a pro-rated holiday pay distribution based on the time they served during the previous relevant six-month (6) period.

Example: an employee who is Retires on March 15th with 105 days of employment in the semi-annual period preceding the June holiday pay payment issuance date will have his/her holiday pay calculated as follows:  $105 \text{ days divided by } 182.5 \text{ days} = 57.54\%$ ;  $57.54\% \text{ of } 66 \text{ hours} = 37.9764 \text{ hours}$ ).

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

Example: an employee who is Retires on March 15th with 105 days of employment in the semi-annual period preceding the June holiday pay payment issuance date will have his/her holiday pay calculated as follows:  $105 \text{ days divided by } 182.5 \text{ days} = 57.54\%$ ;  $57.54\% \text{ of } 66 \text{ hours} = 37.9764 \text{ hours}$ ).

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



2. Employees working 40-hour work weeks will receive one-half (1.5) times their Base Hourly Wage or compensatory time at one-half (1.5) times their Base Hourly Wage if scheduled or required to work a holiday designated by the United States, the State of Nevada or the District.

**J. Uniform Allowance**

1. The District will provide an annual uniform allowance of \$900 per employee assigned to suppression or inspection duties. Four Hundred and Fifty Dollars (\$450) will be paid to the employee on the first pay dates 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, 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 and must be spent prior to completion of an employee's probationary period. 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(J) (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 will reimburse full-time employees for their educational costs for coursework or specialized training that the District believes is beneficial.

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

- To be eligible to receive tuition reimbursement, 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.
- Tuition reimbursement will occur under the policies stated in the East Fork Fire Protection District Procedures Manual, Policy 308.03 (Training and Tuition Reimbursement).

**L. Hazardous Materials Team Assignment Incentive**

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

Effective the first pay date of January 2021, the Hazardous Materials Incentive is equal to three percent (3.0%) of the qualifying employee's Base Hourly Wage.

**M. Paramedic Certification Incentive**

Effective the first pay date of January 2021 any employee not in the rank of Firefighter\Paramedic but who holds and maintains a current paramedic

certification in the State of Nevada, will receive Paramedic Certification Incentive pay equal to three percent (3.0%) of the qualifying employee's Base Hourly Wage.

Any BC that is certified as a paramedic in the State of Nevada will carry ALS equipment in their vehicle.

**N. Higher Education Incentive**

Battalion Chiefs will be eligible to receive an educational incentive as follows:

1. Associate Degree: two percent (2.0%) of the Battalion Chief's base wage; or
2. Bachelor Degree: three percent (3.0%) of the Battalion Chief's base wage, whichever is higher.

**O. Wildland Fire Credential Incentive**

Any Battalion Chief who holds a red card qualification as a Type 3 or above in the following categories shall receive an additional two percent (2.0%) of base hourly wage.

1. Incident Commander
2. Logistics Section Chief
3. Finance Section Chief
4. Operations Section Chief
5. Planning Section Chief
6. Public Information Officer
7. Safety Officer
8. Division Supervisor

If an employee holds more than one (1) of the above certifications they will only receive the incentive for one of the qualifications.

**P. Cell Phone Allowance.**

The District will provide an annual Cell Phone allowance in the amount of \$ 650 per employee. Twenty-five Dollars (\$25) will be paid to the employee each pay period of the year.

**Q. Ambulance Plan**

The District will provide each employee covered under this contract with subscription to the EFFPD Sierra Saver Ambulance Subscription Program in

the manner defined for the general public participation. The benefit cost will be considered as a taxable benefit to the employee and recorded as such with the filing of employee federal income tax reporting. Employees covered under this contract may elect not to participate, however no compensation will be provided in lieu of participation.

**R. Incentive Pay is Not Cumulative**

All incentive payments do not compound and are additive.

Pay Tables as of the First Pay Date in July 2020

**Effective Pay Period Starting 6/25/20 (paid 7/10/20), 1.5% Wage Adjustment**

Step	Annual Wage	2912 Hourly
1	97,887.46	33.6152
2	103,039.37	35.3844
3	108,462.39	37.2467
4	114,171.08	39.2071
5	120,179.99	41.2706

## **ARTICLE 7 Employee Life and Health Insurance**

### **A. Cafeteria Plan**

1. The District will continue to maintain a cafeteria benefit plan. A cafeteria plan recognizes that employees have diverse needs and allows employees to choose benefits based on their individual needs.
2. The District will offer eligible employees' medical, dental, vision and life insurance individual coverage or family/dependent coverage.
  - a. The District will provide a \$25,000 life insurance policy for the employee only, effective January 1, 2018 at no cost to the employee.
3. If a High Deductible Medical Plan with Health Savings Account is offered by the District, an incentive will be provided for employees to participate in the plan. The District will meet and confer with the Health Benefits Committee prior to implementing a change of the current health benefit plan
4. The health benefit plan, in whole or in part, may be optional for employees that can provide acceptable proof of comparable coverage through another source. Approval for a waiver of the health benefit plan will be at the discretion of the District 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 Section 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 Section 7.E.

- 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 by the employee with the monthly contribution of \$350.
- In Year 2, dental, vision, and life insurance may be purchased by the employee with the monthly contribution of \$400.
- In Year 3, dental, vision, and life insurance may be purchased by the employee with the monthly contribution of \$450.

**D. High Deductible Medical Plan with Health Savings Account**

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

**1. High Deductible Medical Plan with Health Savings Account**

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

<b>FY 2021</b>	<b><u>Premium Contribution/Month</u></b>	<b><u>Annual Account Contribution</u></b>
Employee Only	100% of Premium	\$1,500
Employee + Spouse	100% of Premium	\$2,500
Employee + 1 Child	100% of Premium	\$2,500
Employee + 2 or More Children	100% of Premium	\$2,500
Employee + Family	100% of Premium	\$2,500

**2. Annual Account Contribution Distribution**

Fifty percent (50%) of the annual account contribution will be deposited in individual accounts two times each calendar year (the first 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 be prorated based on the participant's status when they had a qualifying event. The employee will receive the next scheduled account contribution payment based on the new status.

### **3. Probationary Employees**

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

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

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

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

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

### **E. Premium Increases/Decreases**

1. Under the High Deductible Medical Plan with Health Savings Account option, any increase in premium costs during the life of this contract will be deducted from the Annual Account Contribution amount and applied to the increased coverage expense. The District will absorb any premium increases from zero to fifteen percent (0 –15.0%) for the HSA plan. The employee and the district will each pay fifty percent (50%) of any premium increase greater than fifteen (15%). The employee's share will be paid for by a reduction in the employee's HSA district annual contribution.
2. The District will absorb any premium increases from zero to fifteen percent (0 –15.0%) for the PPO plan. The employee and the District will each pay fifty (50%) of any premium increase greater than fifteen (15.0%).



3. The District will retain any insurance premium decreases from zero to ten percent (0 – 10.0%). The employee will retain any insurance premium decreases from ten to fifteen percent (10.0-15.0%). The employee and the District will each equally retain any premium decrease greater than fifteen (15.0%). Any decrease that the employee retains will be used to fund the HSA contributions. If the HSA contributions are at the IRS maximum then the employee will receive the savings in a lump sum payment.
4. For the purpose of calculating future premium increases/decreases, for the life of this contract, the premiums in effect as of January 1 of each calendar year will be used by the parties as the baseline for calculating premium increases.

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

The District shall maintain an Insurance & 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, two members and two alternates from the East Fork Professional Firefighters IAFF Local 3726.

- 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.
- Provide suggestions regarding other benefits related issue/tasks as assigned by the District Fire Chief.
- Neither the District Chief nor the District shall be bound by the recommendations of the Insurance and Benefits Committee.

#### **G. Article Seven (7) Reopener**

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



## **H. Retiree Health Reimbursement Arrangement**

The District and the Association will form a committee of three (3) Association members, three (3) members from District. The members of this committee will work together to select a Retirement Health Reimbursement Arrangement ("HRA") plan (the "HRA Plan") which will be presented to the District Board of Directors for approval. The selected HRA Plan will be presented to the District Board of Directors on or before December 1, 2021. Once the HRA Plan is approved, employee HRA accounts will be funded as follows:

An employee is eligible to receive the initial lump sum contribution and one-time lump sum payments if he or she was covered by this contract after April 1, 2021. The District will make an initial lump sum contribution for each eligible District employee based on that employee's years of service with the District. The initial lump sum payment will be issued the pay period following the Board of Director's approval of the contract.

Effective January 1, 2021, the initial lump sum contribution amount and the FY 2022 (July 1, 2021- June 30, 2022) annual contribution will be based on years of service with the District:

The initial lump sum contribution amounts, and the FY 2022 (July 1, 2021- June 30, 2022) annual contribution will be based on cumulative years of service as follows:

- Employees with 10-14 years completed will be Twenty-Five Hundred Dollars (\$2500.00).
- Employees with 15-19 years completed will be Thirty-Five Hundred Dollars (\$3500.00)
- Employees in year 20 and beyond will be Forty-Five Hundred Dollars (\$4,500.00)

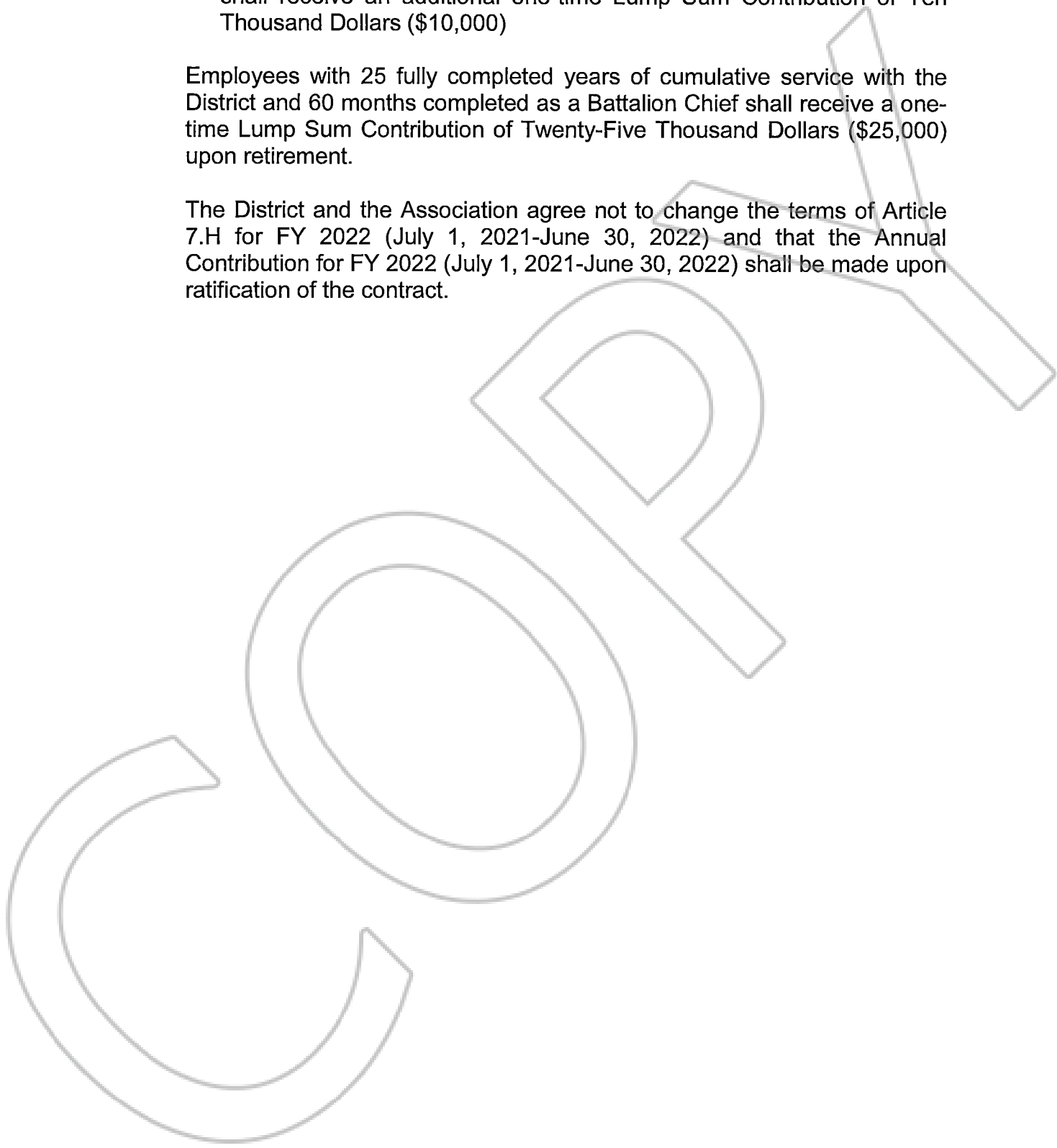
As an incentive to encourage internal promotion to the position of Battalion Chief and to encourage retention in the position, One-Time Lump Sum Payments based on months as a Battalion Chief will be provided as follows:

- When an employee has completed 12 months as a Battalion Chief they shall receive a one-time Lump Sum Contribution of Twenty-Five Hundred Dollars (\$2,500)
- When an employee has completed 24 months as a Battalion Chief they shall receive an additional one-time Lump Sum Contribution of Five Thousand Dollars (\$5,000)

- When an employee has completed 36 months as a Battalion Chief they shall receive an additional one-time Lump Sum Contribution of Ten Thousand Dollars (\$10,000)

Employees with 25 fully completed years of cumulative service with the District and 60 months completed as a Battalion Chief shall receive a one-time Lump Sum Contribution of Twenty-Five Thousand Dollars (\$25,000) upon retirement.

The District and the Association agree not to change the terms of Article 7.H for FY 2022 (July 1, 2021-June 30, 2022) and that the Annual Contribution for FY 2022 (July 1, 2021-June 30, 2022) shall be made upon ratification of the contract.



## **ARTICLE 8      Hours**

### **A. Work Week – Fire PERS Employees**

- 1 The normal workweek for Fire PERS employees covered by this agreement shall consist of fifty-six (56) hours scheduled in twenty-four (24) hour shifts. Scheduling shall reflect three (3) shifts, "A," "B," and "C" with each shift alternating on a schedule of two (2) consecutive twenty-four (24) hour shifts then followed by four (4) consecutive twenty-four (24) hour days off. Any change from current work schedule would be preceded by 60-calendar day written notice to the Association and negotiation over the impacts and effects of change.
- 2 For Fire PERS employees on light duty the normal work week shall consist of forty (40) hours per week. However, an employee may request a modified 40-hour work week with their immediate supervisor. A modified schedule will only be approved if it is in the interest of the community and to maintain efficiency in the District's operations. The conditions of any modified work schedule must be in writing and signed by the employee, the immediate supervisor and approved by the District Fire Chief.

### **B. Work Week – 40-Hour**

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

### **C. Public Access Hours**

Shift hours begin at 07:30 and end at 07:30 the following day. In as much as NRS Chapter 288 provides for the District to schedule working hours and shifts. "Public Access Hours" are defined as 08:00 to 17:00 daily except as required by alarms and/or other emergencies. These hours may be modified as directed by the Fire Chief, within the constraints of safety considerations and normal, reasonable and accepted practices.

## **ARTICLE 9      Leave**

### **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 or as required by a court of competent jurisdiction.

## B. Annual Leave

### 1 Basis of Accrual

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

Hours will be credited to the employee at the beginning of the pay period

Employees who are hired during the middle of a pay period will have their hours for that Pay Period prorated based on 14 days per pay period.

Ex: employee who's first day is on the 5<sup>th</sup> day of the Pay period will be calculated as follows:  $5.54/14=0.4$  hours per day.  $14-4=10 \times 0.4=4$  hours of leave accrued that pay period.

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED/PAID</u>	<u>HOURS PER PP</u>
0 - 4 Completed years	6 shifts (144 Hours)	5.54 hours per PP
5 - 9 Completed years	8 shifts (192 Hours)	7.39 hours per PP
10 – 14 Completed years	10 shifts (240 Hours)	9.23 hours per PP
15 – 19 Completed years	12 shifts (288 Hours)	11.08 hours per PP
20 – 24 Completed years	14 Shifts (336 hours)	12.93 hours per PP
25 years or more	16 Shifts (284 hours)	14.77 hours per PP

- b. All employees in PERS 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>HOURS PER PP</u>
0 - 4 Completed years	88 hours	3.39 hours per PP
5 - 9 Completed years	136 hours	5.24 hours per PP
10 – 14 Completed years	160 hours	6.16 hours per PP
15 – 19 Completed years	176 hours	6.77 hours per PP
20 years or more	200 hours	7.7 hours per PP

Hours will be credited to the employee at the beginning of the pay period

Employees who are hired during the middle of a pay period will have their hours for that Pay Period prorated based on 14 days per pay period.

Ex: employee who's first day is on the 5<sup>th</sup> day of the Pay period will be calculated as follows:  $5.54/14=0.4$  hours per day.  $14-4=10 \times 0.4=4$  hours of leave accrued that pay period.

## **2 Accrual During Probation**

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

## **3 Payment on Separation**

Employees who have completed at least six months of continuous service and leave the District will be paid for accrued unused annual leave. The employee may choose to be paid directly or have the money placed directly into their Deferred Compensation Account

## **4 Payment on Death**

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

## **5 Carry-over of Annual Leave to Following Year**

A total of no more than five hundred four (504) hour (Fire PERS employees) or two hundred forty (240) hours (PERS employees) of annual leave may be credited to an employee.

Any unused hours over five hundred and four (504) or two hundred forty (240) hours (depending on whether the employee is a Fire PERS or PERS employee) hours in the employee's bank at the end of the last pay period of the year will be transferred into the employees Sick Leave balance by the end of the first pay period of the following year. The District will inform all employees what the date of the last pay period of the year will be via email a minimum of six (6) pay periods prior to the date.

If an employee is unable to use leave due to the District cancelling approved leave (shall be entered as Forced Regularly in Telestaff with a

not station what leave was cancelled) within the last sixty (60) days of the calendar year and the employee is over max hours on January 1st , that employee shall not have those hours reset in accordance with this provision, at the end of that calendar year and may use the canceled hours in the following calendar year.

## **6 Approval for Use of Annual Leave**

All annual leave will follow Telestaff guidelines as approved by the District Telestaff committee. Annual leave hours will be considered hours worked for FLSA purposes.

Fire PERS employees-

1. Employees on a 56-hour work week
  - a. The first person in the Battalion Chief rank, that requests annual leave 30 or more days prior to the date requested are guaranteed the day off.
  - b. Subsequent requests for annual leave are approved pending coverage. Once covered they shall be considered approved.
  
2. Fire PERS employees on a 40-hour work week due to light duty, are guaranteed annual leave once approved by their immediate supervisor.

PERS Employees-

1. The first person (per position) to request annual leave 30 or more days prior to the date requested is guaranteed the day off.
  - a. Subsequent requests for annual leave are approved pending coverage.

## **7 Payment of unused accrued Annual Leave upon Retirement**

- a. Payment shall be made
  - i. directly to the employee
  - ii. or at the employee's option into the employee's Deferred Compensation Account.

## **8 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.

## **9 Conversion of Annual Leave to Sick Leave**

Unused Annual leave in excess of 504 hours for Police Fire PERS employees shall be converted to an employee's sick leave bank.

Unused Annual leave in excess of 240 hours for Regular PERS employees shall 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:

Fire PERS employee: 7.39 hours per pay period totaling one hundred and ninety-two point one four (192.14) hours per year

PERS employee: 3.39 hours per pay period totaling eighty-eight point two eight (88.28) hours per year.

Hours will be credited to the employee at the beginning of the pay period

Employees who are hired during the middle of a pay period will have their hours for that Pay Period prorated based on 14 days per pay period.

Ex: employee who's first day is on the 5<sup>th</sup> day of the Pay period will be calculated as follows:



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

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

b. Maximum Accrual

A total of no more than one thousand five hundred and twelve (1,512) hours of regular sick leave may be credited to a Fire PERS employee. However, Fire PERS employees who have one thousand five hundred and twelve (1,512) hours of sick leave accrued as of December 31 of each calendar year may accrue an additional one hundred and ninety-two point one four (192.14) hours during the next calendar year, which may be used when accrued during that calendar year. Any unused hours over one thousand five hundred and twelve 1512 hours in the employee's bank at the end of the last pay period of the year will be removed by the end of the first pay period of the following year. The District will inform all employees what the date of the last pay period of the year will be via email a minimum of six (6) pay periods prior to the date.

A total of no more than seven hundred twenty (720) hours of regular sick leave may be credited to a PERS employee. Any unused hours over seven hundred twenty 720 hours in the employee's bank at the end of the last pay period of the year will be removed by the end of the first pay period of the following year. The District will inform all employees what the date will be via email a minimum of six (6) pay periods prior to the date.

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 a bona fide sickness or injury which qualifies for coverage under 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 may be required to be submitted to Human Resources. An employee may be required to be examined by a physician selected by the District for verification purposes and paid for by the District unless covered by health insurance at no expense to the employee.

2. Sick leave may be taken in 1-hour to 24-hour increments. Sick leave hours will be considered hours worked for FLSA purposes.
3. Sick leave may be granted by the District Chief in extraordinary circumstances that he or she believes, in his or her sole discretion, will have a beneficial effect on the employee's morale and welfare and is in the interest of the District.

## 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" as defined by Nevada law, including NAC 284.5235, means:

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

In the case of any other relative of the employee, the District Chief may authorize use of bereavement leave to attend to the relative.

## 3. **Injury Leave**

- a. An employee who suffers an injury that is approved by the District's Worker's Compensation carrier during the course of his or her employment and completes a Form C1 will be entitled to Injury Leave subject to any limitations imposed by this Article or state law.
- b. "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.

- c. The parties agree that 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.
- d. Any injuries occurring on duty where the employee is incapacitated for five or more consecutive days, or five cumulative days within a twenty (20) day period, compensation will be computed from the date of the injury. The District will be required to cover all leave up to one hundred and twenty (120) calendar days as required by law.
- e. During the one hundred and twenty (120) calendar day period, no employee leave deduction (sick, vacation, or comp time) will be used. After one hundred and twenty (120) calendar days, the employee may use annual leave, compensatory time off, or sick leave to cover the one-third of the employee's wages not paid by worker's compensation (currently Public Agency Compensation Trust (PACT)) or Injury Leave as stated above.
- f. 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 difference between their normal salary and the amount of any benefit received, exclusive of payment of medical or hospital expenses under required sections of the Nevada Revised Statutes for that pay period. Any usage of such leave shall be deducted from the employee's sick leave balance. The employee may apply for short-term disability subject to acceptance by the insurance carrier.
- g. The District will follow state law with respect to any Occupational Illness or Disease.

**h. Total Compensation**

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

4. **FMLA While on Workers Compensation Leave.**
  - a. An employee's workers compensation leave shall not be deducted from the employee's FMLA leave subject to any limitations imposed by this Article or state law or District's workers compensation provider.
  - b. **Disability Retirement**  
Once the District has received notice from the District's workers compensation provider of the employee's permanent disability, the District shall notify the employee to discuss disability retirement with Nevada PERS. If the employee applies for PERS disability retirement, the District shall keep the employee on the payroll for 90 days or until Nevada PERS has ruled on the Disability.

5. **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.

6. **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 (at their base hourly rate based on their permanent/regular assignment) for a maximum of 756 unused sick leave hours and 40-hour employees may be compensated for a maximum of 720 unused sick leave hours upon separation/retirement from the District based on the following total years of service:

9 Completed years	50 %
10 Completed years	53.3 %

11 Completed years	56.6 %
12 Completed years	59.9 %
13 Completed years	63.2 %
14 Completed years	66.5 %
15 Completed years	69.8 %
16 Completed years	73.1 %
17 Completed years	76.4 %
18 Completed years	79.7 %
19 Completed years	83 %
20 Completed years	86.3 %
21 Completed years	89.6 %
22 Completed years	92.9 %
23 Completed years	96.2 %
24 Completed years	100 %

2. Sick leave payoff amounts shall be directed as follows:
  - a. Employees retiring on or before June 30, 2024: Payment shall be made
    1. directly to the employee
    2. or at the employees' option into the employee's Deferred Compensation Account.
  - b. Employee's retiring on or after July 1, 2024 payment shall be made into the employees Retirement Health Reimbursement Arrangement account
  
3. Notwithstanding the foregoing, in the event of a job-related death or total permanent disability as determined under Workers' Compensation (NRS Chapters 616/617 in effect on the date of the determination), the District shall pay one hundred percent (100%) of the accumulated sick leave balance to either the employee or his/her legal heirs. The payment shall be computed at the employee's base hourly rate based on their permanent/regular assignment of compensation at the time of the death or total permanent disability.

**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 District Chief.
3. **Long Term LWOP**  
LWOP of thirty (30) days or more may be granted for the good of the public service by the District Chief. 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. **Medical Examination**

If an employee is off work for more than one (1) month due to any type of leave including 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 District training but the District will provide leave/coverage. Professional development leave may be used when an employee is scheduled to work but desires to attend any educational instruction that is directly related to the employee's present position or which would enhance advancement potential for a career path within the employee's current job classification.

All bargaining unit employees in Fire PERS who have less than one year of service with the District, are ineligible to receive or use professional development leave. All bargaining unit employees in Fire PERS who have more than one year of service with the District, are employed by the District on a continuous full-time basis and will be given up to ninety-six (96) hours

of professional development leave per fiscal year. Any professional development leave that is not used will not be carried over from year to year and will be forfeited. Professional development leave time must be scheduled and approved first by the employees assigned Battalion Chief and then by the Deputy Chief of Operations/Safety and Training. Professional Development Leave is subject to the operational requirements of the District.

Employees may apply for additional time if necessary. The Deputy Chief of Operations/Safety/Training will either approve or disapprove the request. Application for additional PDL must first serve to the benefit 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 for, or providing services to, 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 has created an entry in Telestaff for members of the Association's Executive Board, or their designees ("Association Representative"), to account for any time utilized by an Association Representative to perform duties for, or providing services to, the Association ("Association Business").
  - 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 of July 1, 2016, through June 30, 2017, together with any prior Association Time "rolled over" from the previous year ("Association Time").



- d. Association Time is calculated as the value of the Association agreeing to forego the accrual of 0.3136 hours of annual leave per pay period for all represented 56-hour and 40-hour employees. 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.

#### **I. Administrative Leave**

Administrative Leave may be granted by a Battalion Chief Officer or higher rank, preferably the weekly assigned Duty Chief, when any work-related traumatic event which contributes to the employee being unable to perform his or her job in a safe or proficient manner for the rest of the employee's assigned shift (i.e., a traumatic call, death of a co-worker while on duty, etc.). The employee may request to be sent home and, if granted, will be granted Administrative Leave instead of using Sick Leave. No more than forty-eight (48) hours of Administrative Leave may be used per employee per qualifying event.

For any non-work-related traumatic event, a Chief Officer may determine, at his or her discretion, whether Administrative Leave should be provided. In these situations, Administrative Leave, up to forty-eight (48) hours, may be provided on a case-by-case basis.

## **ARTICLE 10    Shift Trades**

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

1. In order to qualify under FLSA, an agreement between individuals employed by the District to substitute for one another at their own option must be approved by the District. This requires that the District approve of the arrangements prior to the work being done, i.e., the District must know what work is being done, by whom it is being done, and where and when it is being done.
2. Trade Process:
  - a. In Rank Trades: The employee requesting the trade shall enter it in Telestaff. The employee who will be working the trade shall then accept the trade. Once the trade has been accepted by the employee working the trade the trade is approved.
  - b. Out of Rank Trades: The employee requesting the trade shall enter it in Telestaff. The employee who will be working the trade shall then accept the trade. The trade will then need approval by a Battalion Chief. Once the trade has been approved by the Battalion Chief the trade the trade is approved.
  - c. All requests made with less than 24 hours' notice will require approval by the on-duty Battalion Chief or Duty Chief.
3. Responsibility for arrangement for the repayment of such time rests with the employees involved. Traded time will be a contract between employees. The District has no authority to enforce the pay back of owed time between employees.
4. No obligation shall be placed upon the District for repayment of time voluntarily trades or repaid between employees. No obligation, financial or otherwise, shall accrue to the District because of such shift trades. Therefore, hours worked by an employee working a shift as the result of a shift trade shall be excluded from any overtime calculation for FLSA purposes. However, the regularly scheduled employee shall be compensated as if he/she had worked his/her normal schedule for the traded shift for FLSA purposes. Where overtime is required as the result of an Employee's inability to fill a shift trade, the Employee failing to fill a shift shall have his/her annual or sick leave balance, as appropriate, reduced hour for hour up to twenty-four (24) hours.

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

**B. The following limitations to personal trades shall apply:**

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

**C. Employees may utilize the following trade times:**

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

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

- D. FMLA Leave.** When an employee has an FMLA qualifying event, the District Fire Chief shall extend FMLA to a maximum of 10 months. During that time the employee may use annual leave, sick leave, trades, and leave without pay as the employee chooses.

## **ARTICLE 11 Probationary Periods**

### **A. Initial Probation**

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

### **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 promotion probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal.

1. Any employee who has not completed the initial "at will" probationary period in the lower classification and accepts a promotion shall have four (4) additional bi-weekly pay periods extended to the employee's initial "at will" probation but in no event shall any employee serve a cumulative "at will" probationary period of longer than thirty (30) bi-weekly pay periods. The employee shall be required to successfully complete the promotional probation as stated in Article 11, Section B. The employee will only have rights to return to the previous position after successful completion of the "at will" probationary status.
2. If all employees within a classification are moved and the change is considered a non-promotional movement, then the affected employees will not be subject to a probationary period.

## **ARTICLE 12    Effects of Layoff/ Resignation**

### **A.    Layoff Order**

Employees will be laid off based on lowest level of Departmental seniority in accordance with Articles 5 (District's Rights and Responsibilities) and 13 (Seniority).

### **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 job classification in Article 3.B.1 of a lower maximum salary within the same job classification by bumping an employee in that job classification who has lower overall District Seniority. An employee being bumped will be treated as if laid off and will have any bumping rights granted to the employee under this CBA with the District. A decision to bump must be made by the affected employee within fourteen (14) calendar days of notification that they will be laid off.

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

### **D.    Posting**

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

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

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

### **E.    Reemployment**

Employees who are reemployed within thirty-six (36) months after they are laid off, will be entitled to the reinstatement of accrued and unused sick

leave remaining to their credit at the time of their layoff. Upon reemployment within thirty-six (36) months, the employee will be eligible to accrue sick and annual 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. Adjustment to Layoff Process**

The layoff process may be adjusted to meet specific circumstances or other alternatives considered to meet the needs of the District 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 any layoff being implemented.

## **ARTICLE 13    Seniority**

### **A.    Types of Seniority**

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

1.    District Seniority will be determined by the following criteria:
  - a.    An employee's District Seniority will be determined based upon continuous full-time employment with the District as determined by the hire date for a full-time position.
  - b.    For the purpose of settling a tie, should two or more employees have the same hire date, the tied employee's seniority will be based upon their order on the ranked hiring list. If employees are tied on hiring list, the tied employee's seniority will be determined by the Fire Chief.
  - c.    Continuous service will be broken only by resignation of a full-time position, discharge, or retirement.
  - d.    District seniority will only be used for the purposes of lay-offs or a reduction in work force.
2.    Rank Seniority will be determined by the following criteria:
  - a.    An employee's Rank Seniority will be determined based upon the date an employee is hired 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 District Seniority.
  - c.    An employee that is demoted to a lower rank will be placed within that lower rank's seniority list, based upon the date in which they would have originally qualified for placement in that rank. If any ties exist, the above procedure will be used to determine seniority.
  - d.    Rank seniority will be used for all operational or other needs of the District, i.e. Annual station rotations/requests, open positions, shift movement or requests or a request by the District due to operational need.

**B. Seniority List**

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





## **ARTICLE 14 Promotion/Demotion**

**A.** The District will consider its current qualified employees for promotional opportunities at the discretion of the Fire Chief up to and including all positions recognized by Article 3 of this agreement prior to considering qualified outside applicants.

1. The District will maintain ranked promotional eligibility lists for twenty-four (24) months for positions listed in Article 3, Section B (1) or once a list is exhausted.
2. Eligible employees will have the prerequisite certifications and experience for the position being tested (Battalion Chief) Including 36 months as a Captain with the District. The District will not lower the prerequisite certifications and experience if no qualified employee candidates exists.

**B.** Nothing in this Agreement will prohibit the District 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 District reserves the right to design, develop, and administer all testing procedures. Prior to the posting of testing procedures, the Association President or his/her designee will be provided an overview of the test components for review and comment.

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

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

**D.** Promotion pay Increases

1. Employees promoted to a position in a higher classification will receive a promotional pay increase to the step in the promotion range that is two full

steps higher than their current step before promotion. However, any promotional pay increase may not result in a salary that either exceeds the top of the new pay range or is lower than the bottom of the new pay range. Employees that are demoted, either voluntarily or involuntarily, to a position in a lower job classification will receive a salary decrease to the step in the new pay range that is one step higher than they were before they promoted. However, the new pay rate must not exceed the top of the new pay range of the new job classification.

- E. After the probationary period expires, employees wishing to transfer back to their respective position will apply in writing. Requests in writing for transfer back to their former position will be honored without prejudice as vacancies permit. Such members will assume their former classification at a pay rate as outlined in D above. For a period of one year following the date of transfer the employee will not be eligible for promotion during this period. This one-year period shall not be considered probationary.
- F. The District retains the right to temporarily promote an employee to the positions of engineer, captain, and battalion chief to replace an employee who will be absent for more than twelve (12) full pay periods (the "Absent Employee"). The temporary promotion will take effect after the Absent Employee has missed work for three (3) consecutive pay periods as calculated from the first shift the Absent Employee fails to or is unable to report for duty. No temporary promotion will exceed twelve (12) full pay periods and the employee will be entitled to receive a promotional pay increase under Article 14.D. The resulting vacancy of the temporary promotion above a subordinate rank may be temporarily filled with a temporary promotion of a qualified individual from the current approved ranked promotional list for the vacant position created with the end goal being the lowest vacancy is filled by a Floater. If there is no available Floater, then the temporary promotion will be to the rank of the initial vacancy only.

After the temporarily promoted employee has worked twelve (12) full pay periods, progress notes from the Absent Employee's physician, in the case of an injury/illness, will be utilized to determine if further need for a temporary promotion(s) will be necessary to fill the Absent Employee's position. If progress notes or military service indicate the employee will return to work within three (3) full pay periods, no further temporary promotions will occur. If the Absent Employee is expected to be unable to return to work within three (3) full pay periods, the District may make another temporary promotion(s).

The District agrees that any temporary promotion will be filled in the descending order of the current promotional list for the position to be filled. If there is no current promotional list or no qualified candidate, the District Fire Chief may interview qualified candidates and make temporary promotions.

If an employee receives a temporary promotion and is permanently promoted within twelve (12) months of the employee's temporary promotion, any time served in the temporary promotion shall be counted toward their probationary period in the new position.

If an employee receives a permanent promotion during a temporary promotional period with no break in service, the employee's promotion date will be the same date the employee's temporary promotion became effective.

**G.** he Battalion Chief examinations will be given no less than every 24 months unless another schedule is mutually agreed upon in writing by both parties. Battalion Chief exams shall not be conducted June 1 to September 30 of a given year.

**H.** Any employee taking a promotional exam shall be given Administrative leave for any days during the test that they are scheduled on Duty.

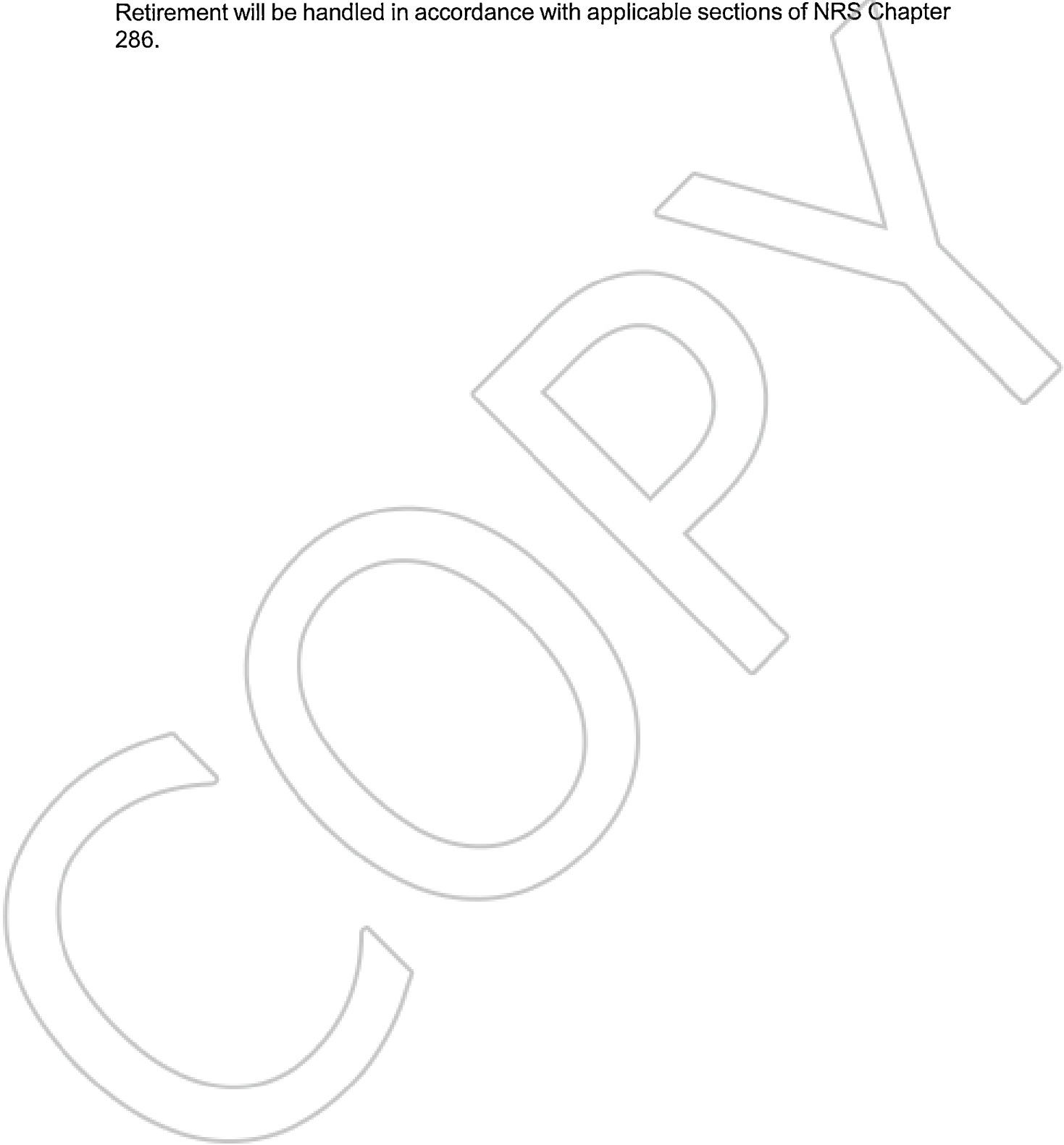
**I. Acting Qualifications**

a. A Captain who has served in the position of Captain for a minimum of twenty-four months (24) and has completed the Acting Battalion Chief Task Book shall be allowed to act in the Position of Battalion Chief regardless of whether they have taken or passed a Battalion Chief promotional exam.

b. The Administration and the Association will work together to develop the initial Acting Battalion Chief Task Book and the minimum standards for those task books. Prior to changing the standards or task books, the Association President or his/her designee will be provided an overview of the standards or Task Book changes for review and comment.

**ARTICLE 15 Retirement**

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



## **ARTICLE 16    Grievance Procedures**

### **A.    Definitions**

1.    **Grievance**

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

2.    **Grievant**

A grievant is a person employed by the District and represented by the Association pursuant to the terms of Article 3 who has submitted a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of the District or the Association as a group grievance and will thereafter be represented by a single grievant. The Association may be a grievant in cases limited to alleged violations of sections which provide specific benefits to the Association (excluding Article 5).

3.    **Grievance Committee (Executive Board)**

The Grievance Committee shall include at least four members of the Executive Board and the grievant.

4.    **Day**

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

### **B.    Process**

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

**Step 1: Grievance Determination**

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

2.    **Step 2**

If the Grievance Committee believes a grievance does exist, the grievance committee shall, within twenty (20) days from the event

giving rise to a grievance, or from the date the committee could reasonably have been expected to have had knowledge of such event, shall submit a written grievance to the appropriate Deputy Fire Chief.

The Deputy Chief shall, within ten (10) days after receipt of the written grievance, meet jointly with the grievant and Association representative(s). If a meeting is held, the Deputy Chief shall have ten (10) days following such meeting to issue his/her written decision. Failure to meet or issue a decision pursuant to the above will result in the grievance being automatically moved to the next step.

3. Step 3

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

4. Step 4

If the grievant is not satisfied with the decision of the District Fire Chief, s/he may appeal the matter as set forth in Article 18.

**C. General Provisions**

1. If the Grievance Committee fails to carry a grievance forward to the appropriate level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the prior step.
2. The grievant may be represented by a person of the grievant's choice.
3. Time limits and procedures may be waived by mutual written consent of the parties.
4. Service shall be accomplished in accordance with the terms set forth in Article 2 as well as a phone call to the Association President.

## **ARTICLE 17    Discipline**

### **A.    Basis for Disciplinary Action**

The tenure and status of every post-initial probationary unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action shall be for just cause and may, in addition to the causes set forth in the written 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 written District policies or rules, unexcused absences, misuse or abuse of the District's property or equipment, substandard job performance, conviction of a crime, and commission of other acts which are incompatible with service to the public. If the infraction warrants a higher level of discipline, nothing in this Article precludes the District from imposing a higher level without the progressive disciplinary process.

A copy of the District's adopted policies and procedures shall be provided to the District's employees by posting on the District Website. The Association President and Secretary shall be given notice of all updates to the District's policies and procedures in a timely manner. Any Policy or Procedure or amendment there to shall be effective on posting to the website.

Investigatory Interviews. Prior to an investigatory interview related to disciplinary action, an employee shall be notified by the District that he/she may be accompanied by an Association representative. Reasonable notification will be during public access hours as defined in Article 8 and will be a minimum of twenty-four (24) hours prior to the investigatory interview. The interview can be held sooner if agreed to by mutual consent. The interview shall not take place until an Association representative designated by the Association is available to attend if requested by the employee.

### **B.    Personnel Files**

An employee has the right to review his or her personnel file upon request. If the employee identifies anything in his or her file relating to discipline that has not been acknowledged by the signature of the employee, the employee may request in writing to the Executive Office Manager that the item be removed.

A supervisor may access the discipline portion of an employee's personnel file only for the purpose of determining the appropriate level of progressive discipline.



The District shall allow an employee facing discipline and/or the employee's representative to review any portion of the employee's personal file relating to the pending discipline or the employee's effort to contest that discipline by presenting a written request to the Executive Office Manager.

### **C. Corrective and Disciplinary Actions**

The intent of corrective and disciplinary action is not to punish, but provide positive correction. The following principles of corrective and disciplinary action shall be applied:

#### **1. Counseling.**

Counseling is the process between a supervisor and a subordinate designed to correct employee behavior through the identification of an issue. It is to be utilized for minor behavioral issues that can be remedied through early intervention. Counseling is not subject to grievance nor will it be documented. Counseling does not require 24 hour notice or union representation. An employee may at any point elect to have a union representative present.

#### **2. Verbal Reprimand.**

Verbal reprimands are to be applied when prior counseling has not succeeded in correcting behavioral issues or where infractions are more serious than those that can be addressed by counseling.

Verbal reprimands will be documented and placed in the employee's personnel file. Documentation will clearly state the infraction giving rise to the discipline and any policies violated. If no further infractions of the same offense occur within a six (6) month period from the date of the documented reprimand, the documentation of the discipline shall be removed from the employee's personnel file at their request and shall not be used in further progressive discipline.

Verbal reprimands will be administered by the Deputy Chief of Operations

#### **3. Written Reprimand.**

Written reprimands are to be applied when the verbal reprimand has not succeeded in correcting behavioral issues documented prior or where infractions are more serious than those that can be addressed at the prior level. Discipline may result in the creation of a corrective action plan.

Written reprimands will be documented and placed in the employee's personnel file. The documentation will clearly state the infraction giving rise to the discipline and any policies violated. If no further infractions of the same offense occur within a twelve (12) month period from the date of the

documented reprimand, the documentation of the written reprimand shall be removed from the employee's personnel file at their request and shall not be used in further progressive discipline.

Written reprimands will be administered by the Deputy Chief of Operations

#### **4. Short term suspension (severe discipline).**

Short term suspension is defined as a suspension without pay of no more than two shifts (twenty-four (24) hours per shift) for 56-hour employees or forty (40) hours for 40-hour employee.

Short term suspension is to be applied when a written reprimand has not succeeded in correcting behavioral issues documented prior or where infractions are more serious than those that can be addressed at the prior level. Short term suspension shall result in the creation of a corrective action plan, but will not include demotion or termination. Failure to complete a corrective action plan may result in the imposition of progressive discipline.

Short term suspension will be documented and placed in the employee's personnel file. The documentation will clearly state the infraction giving rise to the discipline and any policies violated. If no further infractions of the same offense occur within an eighteen (18) month period from the date of the documented reprimand, the documentation of the level one discipline shall be removed from the employee's personnel file at their request and shall not be used in further progressive discipline.

Short term suspension shall be administered by the Deputy Chief of Operations.

#### **5. Long term suspension (severe discipline).**

Long term suspension is defined as a suspension without pay for more than two shifts (twenty-four (24) hours per shift) for 56-hour employees or more than forty hours for 40-hour employees, demotion or termination.

Long term suspension is to be applied when short term suspension has not succeeded in correcting behavioral issues documented prior or where infractions are more serious than those that can be addressed at the prior level.

Long term suspension shall include a continued corrective action plan. Infractions will be documented and placed into the employee's personnel file. The documentation will clearly state the infraction giving rise to the discipline and any policies violated. Failure to complete the corrective action plan may result in the imposition of progressive discipline.

Long term suspension will permanently remain in an employee's personnel file.

Long term suspension shall be administered by Deputy Chiefs or above.

**6. Three or more infractions in 12 months.**

Notwithstanding anything else in this Article, any employee who receives discipline three (3) or more times within a twelve (12) month period for different infractions may be subject to further discipline as outlined in this article.

**D. Appeal.**

Except as otherwise provided herein, an employee may appeal any discipline action through the grievance and arbitration procedure as provided in Articles 16 and 18.

## **ARTICLE 18 Arbitrator**

### **A. Designation**

The Arbitrator will be designated by the parties, in accordance with Article 26 of this Agreement.

### **B. Costs**

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

### **C. Effect of Decision**

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

### **D. Authority of Arbitrator**

No Arbitrator will entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in the Association and unless such dispute falls within the definition of a grievance as set forth in Article 16, Grievance Procedure, and has been processed in accordance with all provisions thereof and herein.

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

### **E. Matters Subject to Arbitration Procedure**

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

### **F. Rules of Evidence**

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

## **ARTICLE 19    Safety**

### **A.    Safety Committee**

1. In order to address the mutual concerns of the parties on safety matters, the Association and District agree to form Safety Committee. It is intended to provide a vital connection in the “top down, bottom-up” approach to developing and maintaining a safe working environment. The Safety Committee is hereby empowered and responsible to provide advice and recommendations to the District Chief in the following areas:
  - a. Drafting new and revised safety policies and procedures.
  - b. Consider the concerns of and formally recommend corrective action toward personnel safety inquiries.
  - c. Evaluate the root cause of accidents or injuries, based upon the completed reports and investigations, and propose formal conclusions and corrective actions.
2. The Committee shall be composed of five (5) members and one (1) ex officio member as follows:
  - a. Two (2) Association members, including two (2) alternates appointed by the Association President.
  - b. One (1) Safety and Training Captain assigned by the Deputy Chief overseeing training and Safety.
  - c. One (1) Battalion Chief jointly selected by the three Battalion Chiefs with one (1) Battalion Chief serving as an alternate.
  - d. One (1) volunteer firefighter representative selected by the Chairperson of the Volunteer Fire Chief’s Advisory Board.
  - e. The Deputy Chief assigned oversight of Training and Safety will serve as an ex officio member of the Committee and as the Chairman in a non-voting capacity.
3. Meetings:
  - a. The Committee must meet at least quarterly, or as needed, to effectively conduct the business at hand.
  - b. The Committee will send Committee agendas to the Association President and District Chief at least one (1) week prior to the meeting.
  - c. The District will support the Committee administratively and will provide agenda preparation, meeting documentation, and the distribution of information to all interested parties, including the Association President and the District chief, in a timely manner.
  - d. Members appointed the Safety Committee shall be considered as performing their normal work duties and responsibilities for their positions when on committee business.

## **B. Safety Turnouts and Equipment**

1. The District will provide all turnouts and safety equipment needed by employees as determined by the District. The District will replace such turnouts and safety equipment when requested by a supervisor or Safety Officer. All personnel covered by this contact will be assigned two (2) sets of turnouts in an effort to maintain a clean set post incident response. The second set of turnouts will be purchased and phased by June 30, 2022
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 District will have the sole discretion on the final selection of specific types or style of turnouts and safety equipment as long as it meets current NFPA standards.

## **ARTICLE 20 Replacement of Personal Property**

### **A. Lost, Stolen or Destroyed**

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



## **ARTICLE 21 Savings Provision**

- A.** If any provision of this Agreement is found by a court of competent jurisdiction to be in contravention of any federal or state law or regulation, such provision will be null and void, but the remaining provisions of this Agreement will remain in full force and effect. When a provision of this Agreement is found to contravene the law as set forth above, and that determination has become final, the Parties shall meet promptly for the purpose of negotiating the terms of a provision to replace the terms deemed unlawful.
  
- B.** If Chapter 288 of the Nevada Revised Statutes is amended, the District and Association shall meet upon the request of either Party to discuss the effects of the amended Statute(s) on this Agreement.

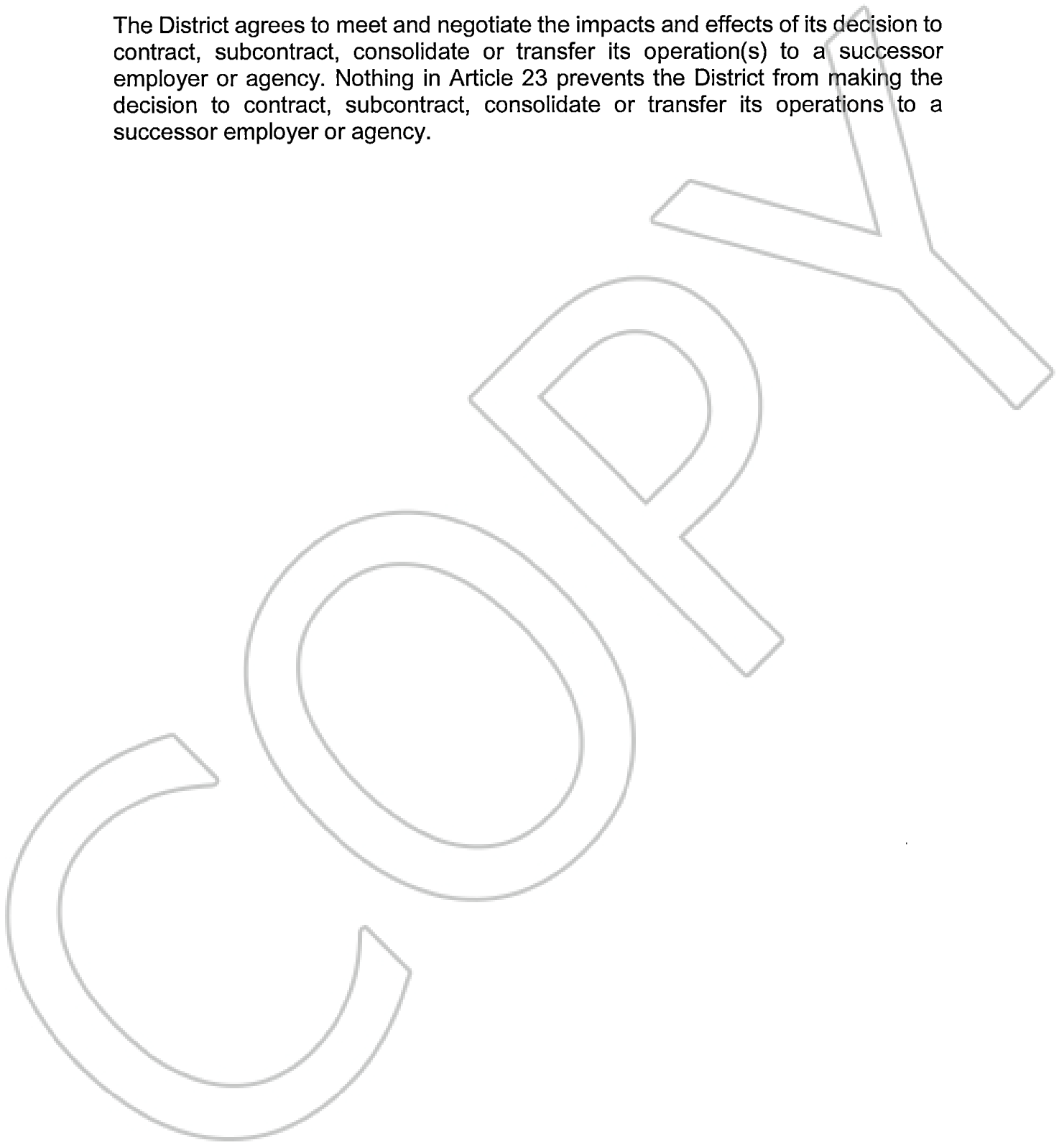
**ARTICLE 22 Non-Discrimination**

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



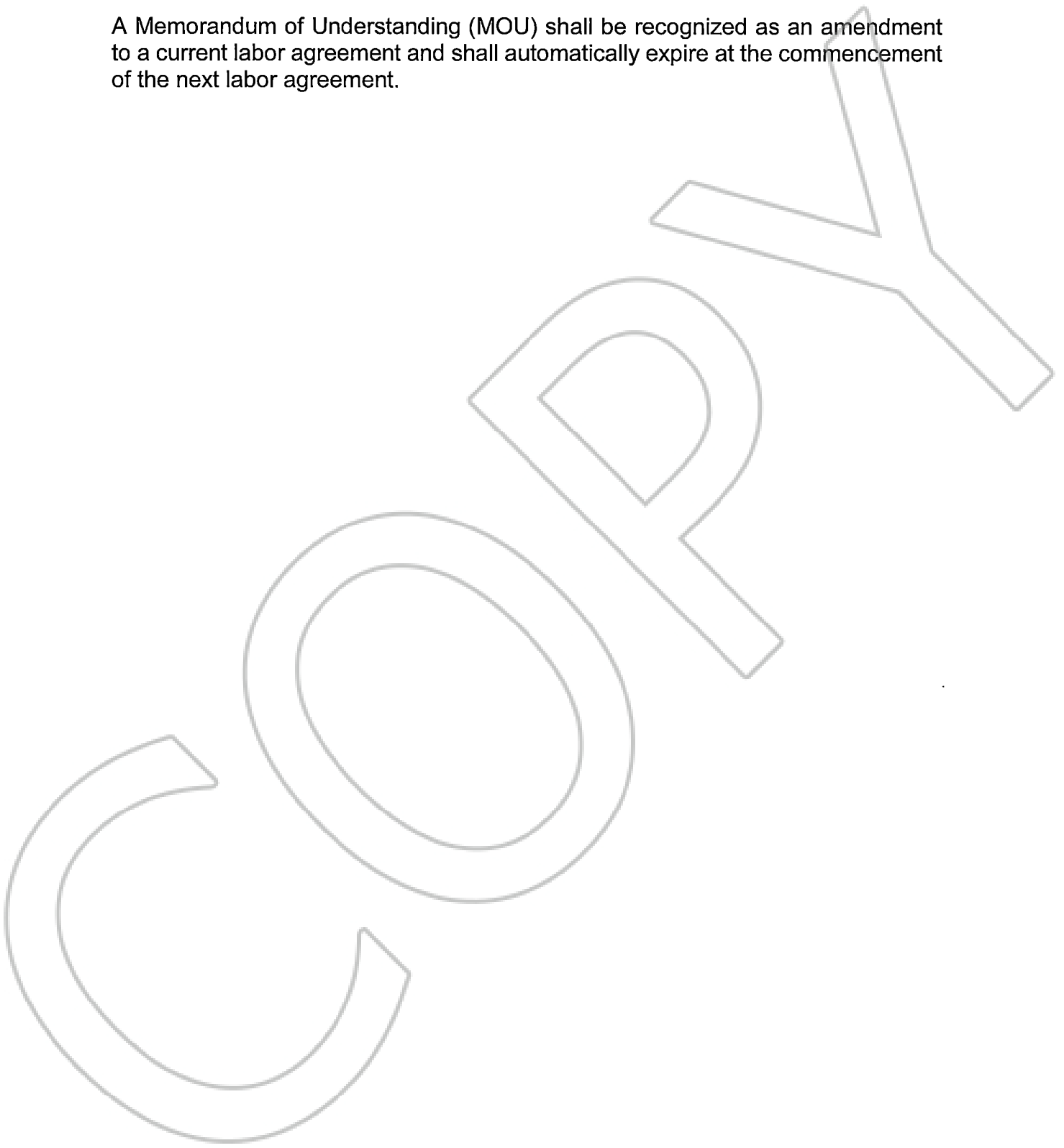
**ARTICLE 23    Successorship or Consolidation of the District**

The District agrees to meet and negotiate the impacts and effects of its decision to contract, subcontract, consolidate or transfer its operation(s) to a successor employer or agency. Nothing in Article 23 prevents the District from making the decision to contract, subcontract, consolidate or transfer its operations to a successor employer or agency.



**ARTICLE 24 Memorandum of Understanding (MOU)**

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



## **ARTICLE 25 Drug and Alcohol**

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

### **A. Drug and Alcohol Regulations**

All employees covered by this CBA:

1. Will not be under the influence and/or have present in the body amounts above cutoff levels of alcohol, illegal drugs or other drugs which could impair the employee's ability to perform the job, drive a motor vehicle or use equipment.
2. Will not manufacture, use, distribute, sell or possess illegal drugs or misuse\abuse other drugs while on duty or acting in an official District capacity.
3. Will not use alcohol, illegal drugs or abuse other drugs during working hours, during breaks, meal periods or when scheduled to return to work.
4. Will not possess, store or transport alcohol or illegal drugs within District vehicles or equipment.
5. Will not manufacture, sell, distribute, dispense alcohol or illegal drugs to any person while on duty or acting in an official District capacity.
6. Will not possess or distribute drug paraphernalia while on duty or on District property.
7. Will submit immediately to a drug and/or alcohol test when requested by Executive Office Manager or designee.
8. Will notify the Executive Office Manager of any criminal conviction for a violation of Federal or State law or local ordinance relating to drug or alcohol distribution, use or possession no later than five days after such conviction.
9. Will inform supervisor if they are taking any other drug that could impair the their ability to perform the job, drive motor vehicles or use equipment.
10. All employees are governed by these requirements. Violations will result in disciplinary action up to and including termination of employment as scheduled in Article 17.

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

### **B. Definitions (For purposes of this article)**

1. "Reportable accident" means an occurrence involving a motor vehicle which results in a fatality, bodily injury to a person who, as a result of the injury, immediately receives medical treatment away

from the scene of the accident; or one or more motor vehicles incurring damage considered to be greater than minor damage, or damage to other property as a result of the accident or the driver is cited for a moving violation.

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

### **C. Confidentiality**

1. Information provided to any supervisor or administrative personnel, of any problem or potential problem, related to the consumption, use or abuse of alcoholic beverages or controlled substances, or related to any other medical problem (including prescribed medications, alcoholism or drug addiction) of an employee is considered a part of the employee's medical record, and will be strictly CONFIDENTIAL.
2. Except as may be required by law, or on a "need to know basis", no supervisor or other administrator, may discuss or otherwise divulge

any information concerning such matters. A “need to know” will be carefully observed so that only those persons with the need to know the information to assure correct medical treatment, a safe working environment, or proper implementation of this article, will be informed of such matters. Records related to such matters will be kept in a separate locked medical records file by the Human Resources’ Director, with access to the file limited to the aforementioned “need to know” persons.

#### **D. Drug-Free Awareness Program for Employees**

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

#### **E. Employee Assistance Program**

1. The District’s Employee Assistance Program (EAP) is available as a counseling and referral resource for employees and their families. Employees with drug or alcohol dependency problems are urged to voluntarily seek confidential help through the EAP.
2. Employees, who voluntarily seek assistance with a substance abuse problem (prior to a request to be tested) and successfully complete a rehabilitation program, will not be disciplined for such voluntary admission.
3. In order for an employee’s request for assistance with a substance abuse problem to be considered voluntary, the employee must make the request prior to being requested to submit to a substance abuse test, which subsequently results in a confirmed positive test result, and prior to a refusal to be tested.

#### **F. Drug and Alcohol Testing**

##### **1. Random Testing**

A percentage equal to 30% of employees cover by this agreement will be tested annually for drug and alcohol use. The random testing



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

2. **Post-Accident Testing**

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

3. **Reasonable Suspicion**

An employee will be required to undergo immediate drug and/or alcohol testing in accordance with this article if there is reasonable suspicion that the employee is under the influence of a drug and/or alcohol. Reasonable suspicion that an employee is under the influence of a drug and/or alcohol will be based on specific facts, and/or reasonable inferences derived from those facts. The observations shall be promptly documented, and the supervisor will use the chain of command to contact the Duty Chief.

4. **Return to Work**

- a. All tests for all substances will immediately indicate positive or negative prior to the employee being released from the collection facility.
- b. All employees who are tested for drug and alcohol use shall only return to duty if the test result is negative.
- c. If an employee tests positive, they will not be allowed to return to work and will be placed on Administrative Leave until it has been determined by the MRO to be a false positive.
- d. If the test results are positive, refer to discipline in Article 25.G.
- e. An employee must submit to a return to duty drug or alcohol test before resuming the performance of safety sensitive functions following disciplinary action and treatment.

**G. Alcohol testing.**

- (1) A test result of .00 - .02 will be considered a negative result.
- (2) A test result of greater than .02 will be considered a positive result.

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

## **H. Follow-up**

- (1) Employees who are returned to duty after completion of a substance abuse rehabilitation program are subject to follow-up testing for at least one year and up to five years. The MRO shall recommend to the District the duration and when follow-up tests should occur.
- (2) Every effort will be made to respect the privacy and dignity of employees in the test sample collection process.
- (3) The collection of test samples from applicants and employees will be conducted by health care professionals in a private setting.
- (4) Proper chain of custody procedures will be adhered to.
- (5) Test samples will be tested by an independent certified medical laboratory. The name and address of the laboratory will be available to employees upon request.
- (6) All final results will be verified in writing by the MRO, who will then forward those results to the District's Human Relations Director, who will maintain them in a secure location.

## **I. Discipline for Violations**

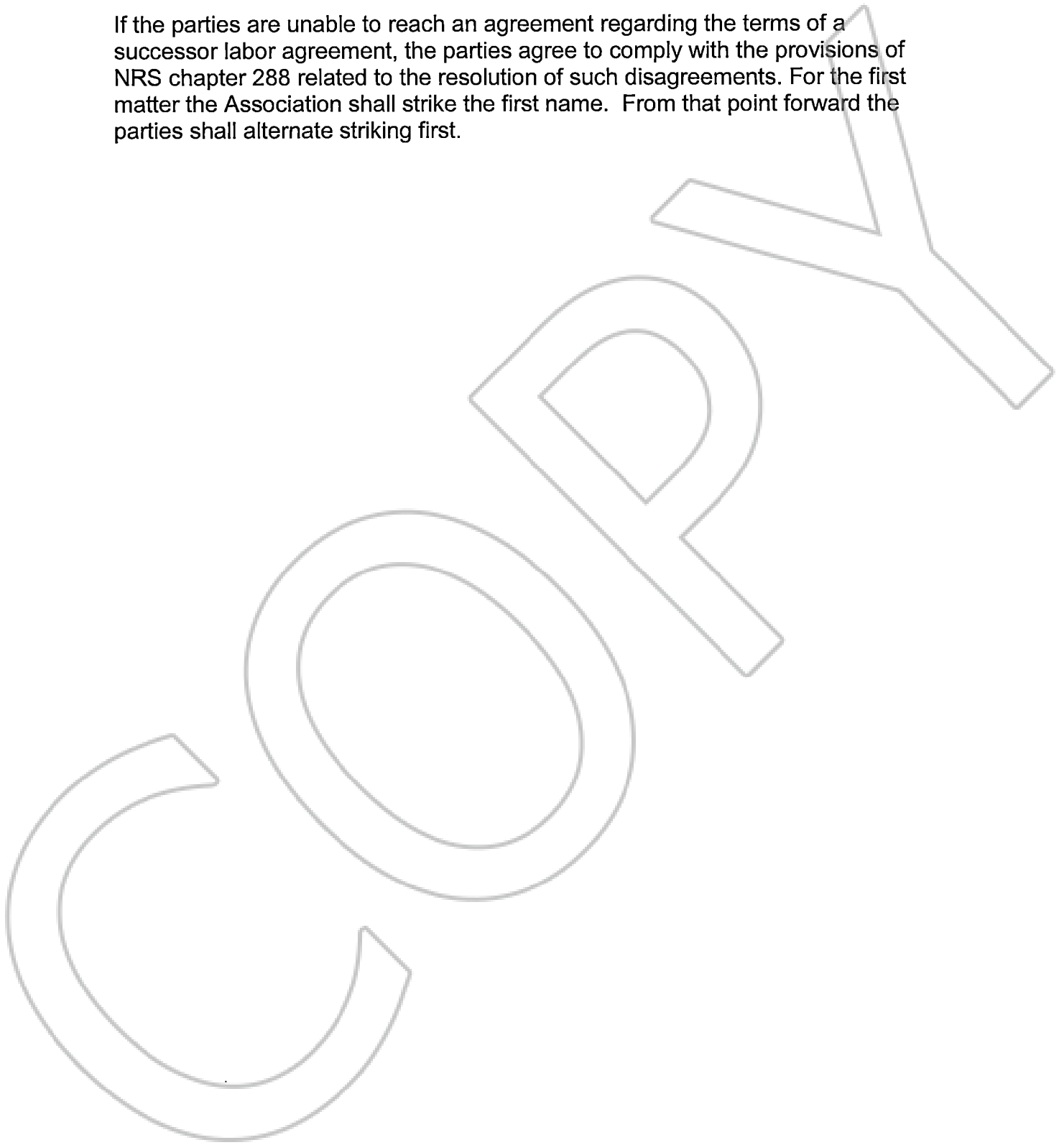
1. A test result of .02 - .039 will result in a minimum 5-day suspension without pay.
2. A test result of .04 or greater will be considered as the second positive alcohol test within a 10-year period and will result in termination.
3. Any drug test results greater than 50% of those levels specified in NRS 484 C. 110 (3), will be considered a positive test.
4. An employee who tests positive for alcohol or drugs and is not terminated will receive a minimum 5-day suspension without pay, six-month performance probationary period, and a mandatory referral to a Substance Abuse Professional. The employee will be evaluated by the SAP and follow treatment and rehabilitation program prescribed. The District is NOT authorized to receive any diagnoses or treatment information from the SAP. If the SAP concludes, in

writing, that the employee in not cooperating or progressing with the treatment plan within a reasonable time period, they will report such information to the District for discipline. A second positive test within 10 years of the first positive test will result in termination of employment.

5. Refusal to submit to a test, intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen will constitute cause for termination of the employee who engages in such activity.
6. This article does not constitute a waiver of disciplinary appeal procedures provided for in a collective bargaining agreement.

**ARTICLE 26 Fact Finding and Arbitration**

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



**ARTICLE 27 Station Habitability Committee**

The District and the Association shall form a Station Habitability committee composed of two association members and two management representatives,

The purpose of the committee to review the District's facilities and develop a comprehensive facilities evaluation plan and feasibility report, including fiscal considerations and potential funding methods, so that together the Association and the District can present the status of the District's facilities and a plan for addressing any health and safety concerns that may be discovered through the evaluation process.

The Committee will be assisted by third party professionals where appropriate.



**ARTICLE 28    Term of Agreement**

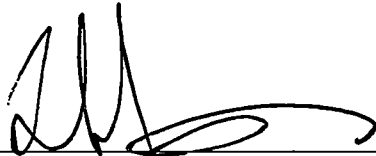
A.     The term of this Agreement will commence on July 1, 2020, and end on June 30, 2021.

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

C.     Notwithstanding any other provision of this Agreement and Article 27, after June 30, 2021, no increase in salaries, wages, or other monetary benefits will occur or be paid by the District until a successor labor agreement is executed by the Association and the District. However, as permitted by NRS 288.155, the District may elect to pay any increase in the employer's portion of the matching contribution rate required by the Public Employee's Retirement System of Nevada pursuant to NRS 286.450.

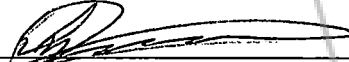
D.     The Association will provide notice of its intent to open negotiations with the District no later than February 1, 2020, as required in NRS 288.180.

**FOR THE DISTRICT:**

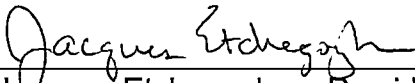


Tod Carlini  
District Fire Chief

**FOR THE ASSOCIATION  
BATTALION CHIEFS:**



Sky Dwinell,  
Chief Negotiator Bargaining Unit  
Representative- Battalion Chiefs  
East Fork Professional  
Firefighters



Jacques Etchegoyhen, President  
East Fork Fire Protection District  
Board Directors



Kevin May,  
President EFPF, Local 3726

1-18-22

Date

1-20-2022

Date