



00158155202209881381341346

KAREN ELLISON, RECORDER

APN# _____

Recording Requested by/Mail to:

Name: East Fork Fire Protection District

Address: 1694 County Road

City/State/Zip: Minden, NV 89423

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Labor Agreement EFFPD & EFPF Non-Supervisor

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

Holly Megee

Printed Name

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

**LABOR AGREEMENT BETWEEN
THE EAST FORK FIRE PROTECTION
DISTRICT
AND
THE EAST FORK PROFESSIONAL
FIREFIGHTERS' ASSOCIATION
NON-SUPERVISOR**



JULY 1, 2021-JUNE 30, 2026

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

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

ARTICLE 1 PARTIES	5
ARTICLE 2 TERM OF AGREEMENT	6
ARTICLE 3 NOTICES.....	7
ARTICLE 4 RECOGNITION	8
ARTICLE 5 DEFINITIONS	9
ARTICLE 6 INDEMNIFICATION.....	10
ARTICLE 7 MANAGEMENT RIGHTS	11
ARTICLE 8 NEVADA PUBLIC EMPLOYEES RETIREMENT SYSTEM	12
ARTICLE 9 CORRECTIVE AND DISCIPLINARY ACTION.....	13
ARTICLE 10 GRIEVANCE PROCEDURES	15
ARTICLE 11 FACT FINDING AND ARBITRATION	17
ARTICLE 12 ARBITRATOR.....	18
ARTICLE 13 SAVINGS PROVISION.....	20
ARTICLE 14 NON-DISCRIMINATION.....	21
ARTICLE 15 SUCCESSORSHIP OR CONSOLIDATION OF THE DISTRICT.....	22
ARTICLE 16 MEMORANDUM OF UNDERSTANDING (MOU).....	23
ARTICLE 17 DRUG AND ALCOHOL.....	24
ARTICLE 18 PEER AGENCIES	29
ARTICLE 19 PAY PRACTICES.....	30
ARTICLE 20 WAGES	31
ARTICLE 21 PAYROLL DEDUCTIONS.....	32
ARTICLE 22 PROMOTIONAL PAY INCREASES.....	33

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

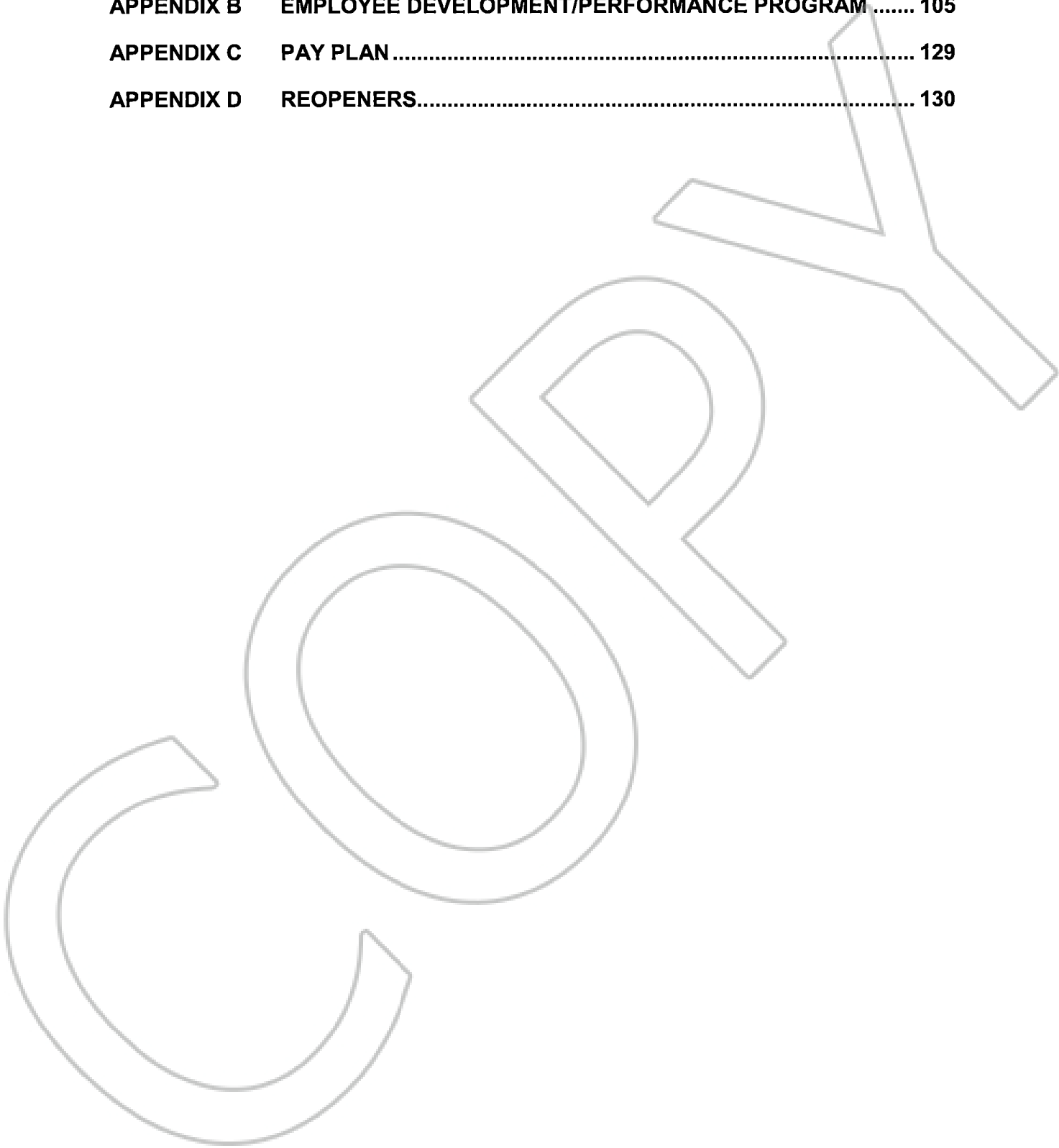
ARTICLE 23 OVERTIME PAY.....	34
ARTICLE 24 FLSA	35
ARTICLE 25 COMPENSATORY TIME.....	36
ARTICLE 26 CALL BACK/RETURN TO WORK.....	37
ARTICLE 27 ACTING PAY.....	39
ARTICLE 28 ADVANCED CERTIFICATION INCENTIVES	40
ARTICLE 29 TRAINING AND SAFETY ASSIGNMENT	42
ARTICLE 30 SPECIAL ASSIGNMENT INCENTIVE	43
ARTICLE 31 PARAMEDIC PRECEPTOR INCENTIVE.....	44
ARTICLE 32 HOLIDAY PAY	45
ARTICLE 33 UNIFORM ALLOWANCE.....	46
ARTICLE 34 TUITION REIMBURSEMENT.....	47
ARTICLE 35 EMPLOYER MEDICAL EVALUATION	49
ARTICLE 36 ANNUAL LEAVE.....	50
ARTICLE 37 SICK LEAVE	53
ARTICLE 38 MILITARY LEAVE.....	56
ARTICLE 39 ADMINISTRATIVE LEAVE	57
ARTICLE 40 COURT AND JURY DUTY LEAVE	58
ARTICLE 41 PROFESSIONAL DEVELOPMENT LEAVE	59
ARTICLE 42 BEREAVEMENT LEAVE	60
ARTICLE 43 EXTENDED LEAVE	61
ARTICLE 44 LEAVE DONATION.....	63
ARTICLE 45 LEAVE OF ABSENCE	64
ARTICLE 46 NON-OCCUPATIONAL INJURIES/ILLNESS	65
ARTICLE 47 OCCUPATIONAL INJURIES/ILLNESS	66

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

ARTICLE 48 EMPLOYEE LIFE AND HEALTH INSURANCE.....	68
ARTICLE 49 RETIREE HEALTH REIMBURSEMENT ARRANGEMENT	72
ARTICLE 50 EMPLOYEE ASSISTANCE PROGRAM	73
ARTICLE 51 ASSOCIATION BUSINESS.....	74
ARTICLE 52 STAFFING.....	75
ARTICLE 53 COMMUNICATIONS	77
ARTICLE 54 PREVAILING RIGHTS	79
ARTICLE 55 HOURS.....	80
ARTICLE 56 SAFETY.....	82
ARTICLE 57 SHIFT TRADES.....	84
ARTICLE 58 STATION ASSIGNMENTS.....	86
ARTICLE 59 REDUCTION IN FORCE	87
ARTICLE 60 ACTING QUALIFICATIONS.....	89
ARTICLE 61 PROBATIONARY PERIODS.....	90
ARTICLE 62 PROMOTIONS	91
ARTICLE 63 TEMPORARY PROMOTION.....	93
ARTICLE 64 SENIORITY	94
ARTICLE 65 EMPLOYEE RELATIONS LIAISON.....	96
ARTICLE 66 REPLACEMENT OF PERSONAL PROPERTY	97
ARTICLE 67 STATION HABITABILITY COMMITTEE.....	98
ARTICLE 68 LATERAL TRANSFERS FIREFIGHTER/PARAMEDIC.....	99
ARTICLE 69 PARAMEDIC	101
ARTICLE 70 FIRE FUELS MANAGEMENT	102
ARTICLE 71 FIRE ACADEMY	103
APPENDIX A CLASSIFICATIONS.....	104

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

APPENDIX B	EMPLOYEE DEVELOPMENT/PERFORMANCE PROGRAM	105
APPENDIX C	PAY PLAN	129
APPENDIX D	REOPENERS.....	130



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

1 **ARTICLE 1 Parties**

2 This labor agreement ("Agreement") is entered into this June 21, 2022, by and
3 between the East Fork Fire Protection District ("District") and the East Fork
4 Professional Fire Fighters Association, International Association of Fire Fighters,
5 Local 3726 ("Association").
6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

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

1 **ARTICLE 2 Term of Agreement**

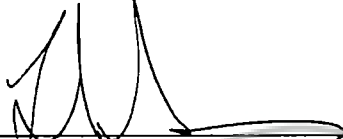
2 The term of this agreement will commence on July 1, 2021, and end on June 30,
3 2026.

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

6 Notwithstanding any other provision of this agreement and Article 2, after June
7 30, 2026, no increase in salaries, wages, or other monetary benefits will occur or
8 be paid by the District until a successor labor agreement is executed by the
9 Association and the District.

10 The Association will provide notice of its intent to open negotiations with the
11 District by no later than February 1, 2026, as required in NRS 288.180.

12
13 **FOR THE DISTRICT:**

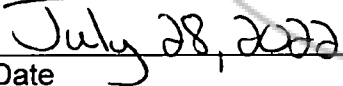
14 
15
16
17
18 _____
19 Tod Carlini
20 District Fire Chief

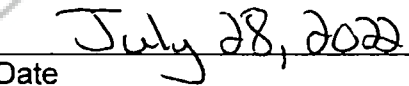
12
13 **FOR THE ASSOCIATION:**

14 
15
16
17
18 _____
19 Sky Dwinell,
20 Chief Negotiator Non-Supervisor
21 Bargaining Unit Representative
22 East Fork Professional Firefighters

23
24 
25 _____
26 Jacques Etchegoyhen
27 President, Board of Directors
28 East Fork Fire Protection District

23
24 
25 _____
26 Kevin May
27 President
28 East Fork Professional Firefighters

29
30
31 
32 _____
33 Date

29
30
31 
32 _____
33 Date

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

1 **ARTICLE 3** **Notices**

2 For the purpose of administering the terms and provisions of this agreement,
3 notices will be sent in both hardcopy and electronic formats to the following:

4 District Fire Chief
5 East Fork Fire Protection District
6 1694 County Road
7 Minden, Nevada 89423
8 tcarlini@eastforkfire.org (or current District Fire Chief)

9
10 President
11 East Fork Professional Firefighters
12 P.O. Box 994
13 Minden, Nevada 89423
14 president@eastforkfire.com

15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

1 **ARTICLE 4 Recognition**

2 The District recognizes the Association as the exclusive bargaining agent for all
3 employees covered under this agreement. New positions created within the
4 community of interest of the employees within the bargaining unit shall be added
5 to the list in Appendix A.
6

7 **Classifications:**

- 8
- 9 **A.** The District Fire Chief, Association President, and the Director of
10 Administrative Services shall establish minimum job qualifications for existing
11 and any new classifications within the bargaining unit.
12
- 13 **B.** The District Fire Chief, Association President, and the Director of
14 Administrative Services shall agree upon any content changes to existing
15 classifications.
16
- 17 **C.** The District and the Association agree that employees within the
18 classifications in Appendix A are represented by the Association and shall
19 comprise the bargaining unit.
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

ARTICLE 5 Definitions

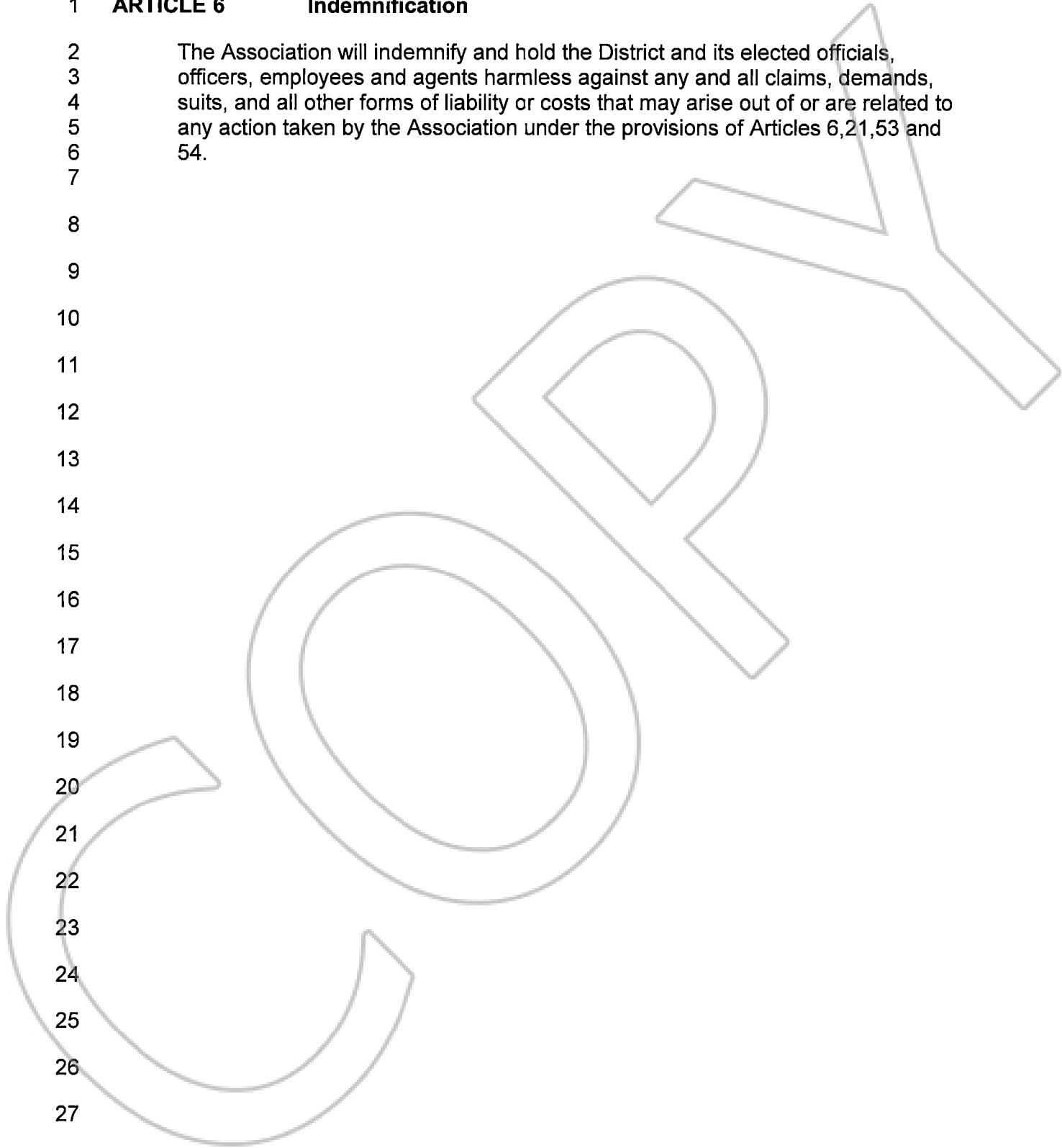
In all matters regarding this agreement, the following terms are defined as:

- A. A "day" will be defined as any day, regardless of weekends or holidays recognized by the District.
- B. An "alternate" is a person who is a member of a specific committee who may not vote unless a voting member on that same committee is absent, in which case the alternate may vote.
- C. "Forced" shall mean an employee that is directed to remain on duty, without a break in service, on mandatory overtime.
- D. "Base Hourly 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.
- E. "PERS" means Public Employees' Retirement System of Nevada.
- F. "Fire PERS" means Police Fire Employee's Retirement System of Nevada.

1 **ARTICLE 6** **Indemnification**

2 The Association will indemnify and hold the District and its elected officials,
3 officers, employees and agents harmless against any and all claims, demands,
4 suits, and all other forms of liability or costs that may arise out of or are related to
5 any action taken by the Association under the provisions of Articles 6,21,53 and
6 54.
7

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27



1 **ARTICLE 7 Management Rights**

2 **A.** Those subject matters that are not within the scope of mandatory bargaining and
3 that are reserved solely to the District without negotiation include:

- 4
- 5 1. The right to hire, direct, assign or transfer an employee, but excluding the
6 right to assign or transfer an employee as a form of discipline.
- 7 2. The right to reduce in force or lay off any employee because of lack of work
8 or lack of adequate funding, subject to the Reduction-In-Force procedures in
9 Article 59.
- 10 3. The right to determine:
- 11 a. Appropriate staffing levels and work performance standards, except for
12 safety considerations.
- 13 b. The content of the workday including, without limitation, workload
14 factors, except for safety considerations.
- 15 c. The quality and quantity of services to be offered to the public; and
16 d. The means and methods of offering those services.
- 17 4. The safety of the public.
- 18

19 **B.** Notwithstanding the provisions of any collective bargaining agreement negotiated
20 pursuant to NRS Chapter 288, the District is entitled to take whatever actions
21 may be necessary to carry out its responsibilities during emergencies such as a
22 riot, military action, natural disaster or civil disorder. Those actions may include
23 the temporary suspension of this collective bargaining agreement for the duration
24 of the emergency. The parties mutually agree that any action taken under the
25 provisions of this subsection will not be construed as a failure to negotiate in
26 good faith or a breach of this agreement.

27

28 **C.** The provisions of NRS Chapter 288 and this article recognize and declare the
29 ultimate right and responsibility of the District to manage its operations in the
30 most efficient manner consistent with the best interests of all its citizens,
31 taxpayers and employees.

32

33 **D.** This article does not preclude, but NRS Chapter 288 and this subsection does
34 not require, the District to negotiate subject matters enumerated above which are
35 outside the scope of mandatory bargaining. The District shall discuss subject
36 matters outside the scope of mandatory bargaining but the District is never
37 required to negotiate those matters that are not the subject of mandatory
38 bargaining.

39

40

1 **ARTICLE 8** **Nevada Public Employees Retirement System**

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

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

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 **ARTICLE 9** **Corrective and Disciplinary Action**

2 **Purpose**

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

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

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

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

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

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

Discipline for Cause

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

Resignation

Any employee who resigns in concert with disciplinary action shall submit his/her resignation in writing. Applicable wages shall cease effective 1700 hours on the resignation date.

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

1 **Intent:** Either party can terminate the use of the EDPP program without cause until
2 June 30, 2023. In such case the parties will revert to Article 17 in the FY 20/21
3 Collective Bargaining Agreement (CBA).
4

5 This article will go into effect July 1, 2022. If a discipline issue arises before the
6 effective date, discipline will be according to Article 17 in the FY 20/21 Collective
7 Bargaining Agreement (CBA).
8

9 **Reopener:** There shall be a reopener for this article in FY 23/24.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

1 **ARTICLE 10** **Grievance Procedures**

2 **A. Definitions**

3
4 **1. Grievance**

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

9
10 **2. Grievant**

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

20
21 **3. Day**

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

24
25 **B. Process**

26
27 An attempt will be made to resolve all potential grievances at the lowest level. If
28 a potential grievance remains unresolved the Association Grievance Committee
29 shall proceed as follows:

30
31 **Step 1: Grievance Determination**

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

37
38 **Step 2**

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

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

1 An executive staff member shall, within ten (10) days after receipt of the
2 written grievance, meet jointly with the grievant and Association
3 representative(s). If a meeting is held, the executive staff member shall
4 have ten (10) days following such meeting to issue his/her written
5 decision. Failure to meet or issue a decision pursuant to the above will
6 result in the grievance being automatically moved to the next step.
7

8 **Step 3**

9 If a grievant is not satisfied with the decision issued in Step 2, the grievant
10 may, within ten (10) days of the receipt of such decision submit the
11 grievance to the District Fire Chief. Within 10 (ten) days of receipt of the
12 grievance, the District Fire Chief shall meet jointly with the grievant and
13 Association representative(s). If a meeting is held, the District Fire Chief
14 shall have ten (10) days following such meeting to issue his/her written
15 decision. Failure to meet or issue a decision pursuant to the above will
16 result in the grievance being automatically moved to the next step.
17

18 **Step 4**

19 If the grievant is not satisfied with the decision of the District Fire Chief,
20 grievant may appeal the matter as set forth in Article 12.
21

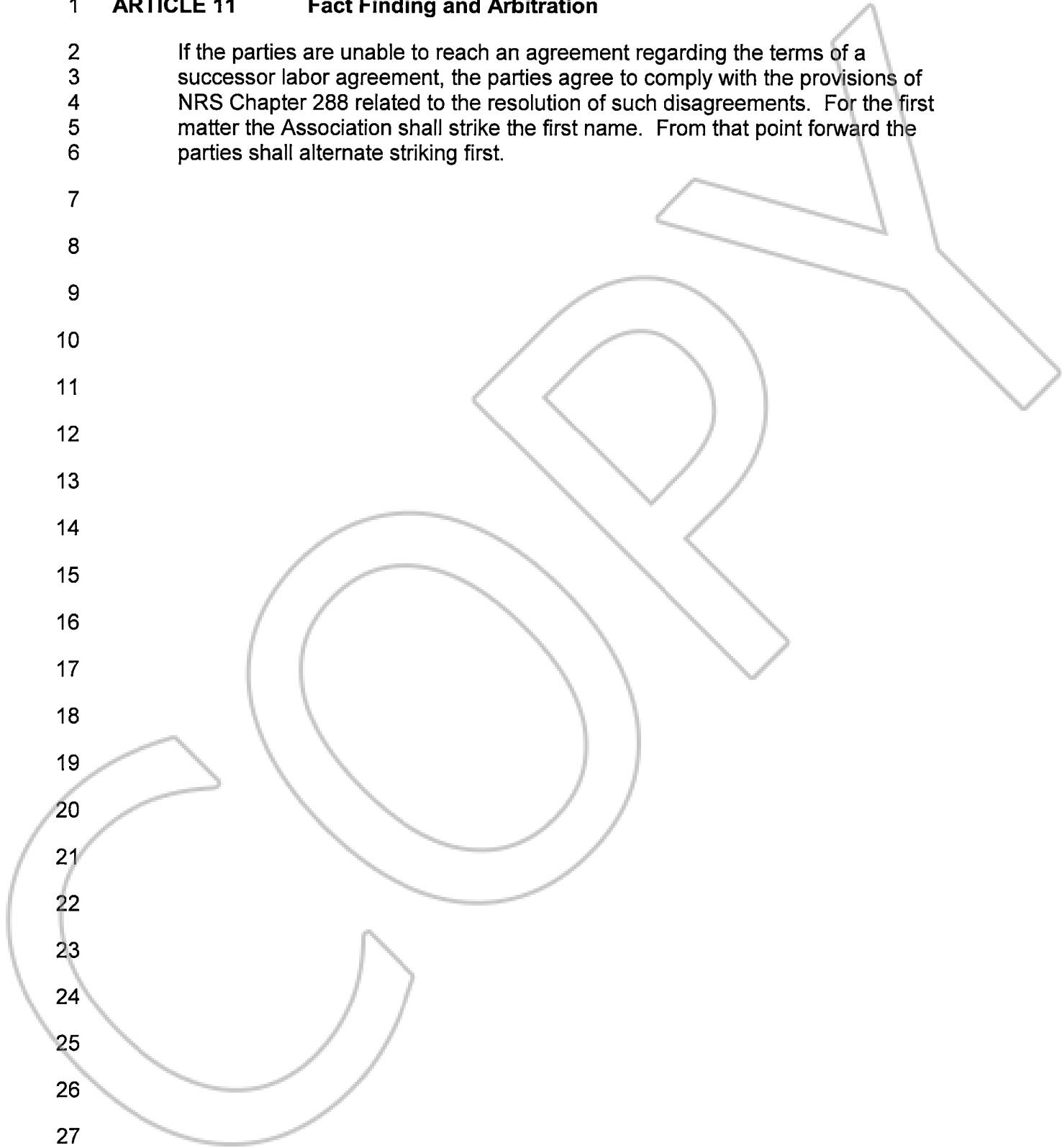
22 **C. General Provisions**

- 23
- 24 1. If the Grievance Committee fails to carry a grievance forward to the
25 appropriate level within the prescribed time period, the grievance shall be
26 considered settled based upon the decision rendered at the prior step.
 - 27 2. The grievant may be represented by a person of the grievant's choice.
 - 28 3. Time limits and procedures may be waived by mutual written consent of
29 the grievant and the District.
 - 30 4. All written grievances and responses shall be by email and phone call to
31 the respective party.
32
- 33
34
35
36
37
38
39

1 **ARTICLE 11 Fact Finding and Arbitration**

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

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27



1 **ARTICLE 12 Arbitrator**

2 **A. Designation**
3

4 The Arbitrator will be designated by the parties, in accordance with Fact Finding
5 and Arbitration Article 11 of this agreement.
6

7 **B. Costs**
8

9 The fees and expenses of the Arbitrator and of a court reporter, if used, will be
10 shared equally by the Association and the District. Each party, however, will
11 bear the cost of its own presentation including preparation and post hearing
12 briefs, if any.
13

14 **C. Effect of Decision**
15

16 Decisions of an Arbitrator on matters concerning employee discipline and matters
17 concerning interpretation of this agreement shall be final and binding to both
18 Parties. Either type of decision is subject to judicial review.
19

20 **D. Authority of Arbitrator**
21

22 No Arbitrator will entertain, hear, decide, or make recommendations on any
23 dispute unless such dispute involves an eligible employee in the Association and
24 unless such dispute falls within the definition of a grievance as set forth in the
25 Grievance Procedure's article and has been processed in accordance with all
26 provisions thereof and herein.
27

28 No Arbitrator will have the power to amend or modify a negotiated agreement or
29 addenda supplementary thereto or to establish any new terms or conditions of
30 employment. The Arbitrator's authority will be limited only to the application and
31 interpretation of the provisions of this negotiated agreement. No Arbitrator will
32 have the power to alter, amend or modify any District policy, procedure or
33 regulation.
34

35 **E. Matters Subject to Arbitration Procedure**
36

37 Proposals to create, add to, or change this written agreement or addenda
38 supplementary hereto will not be grieved or submitted to an Arbitrator and no
39 proposal to modify, amend, or terminate a negotiated agreement, nor any matter
40 or subject arising out of or in connection with such proposal, may be referred to
41 this process.
42
43
44
45

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.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30

1 **ARTICLE 13 Savings Provision**

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

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

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

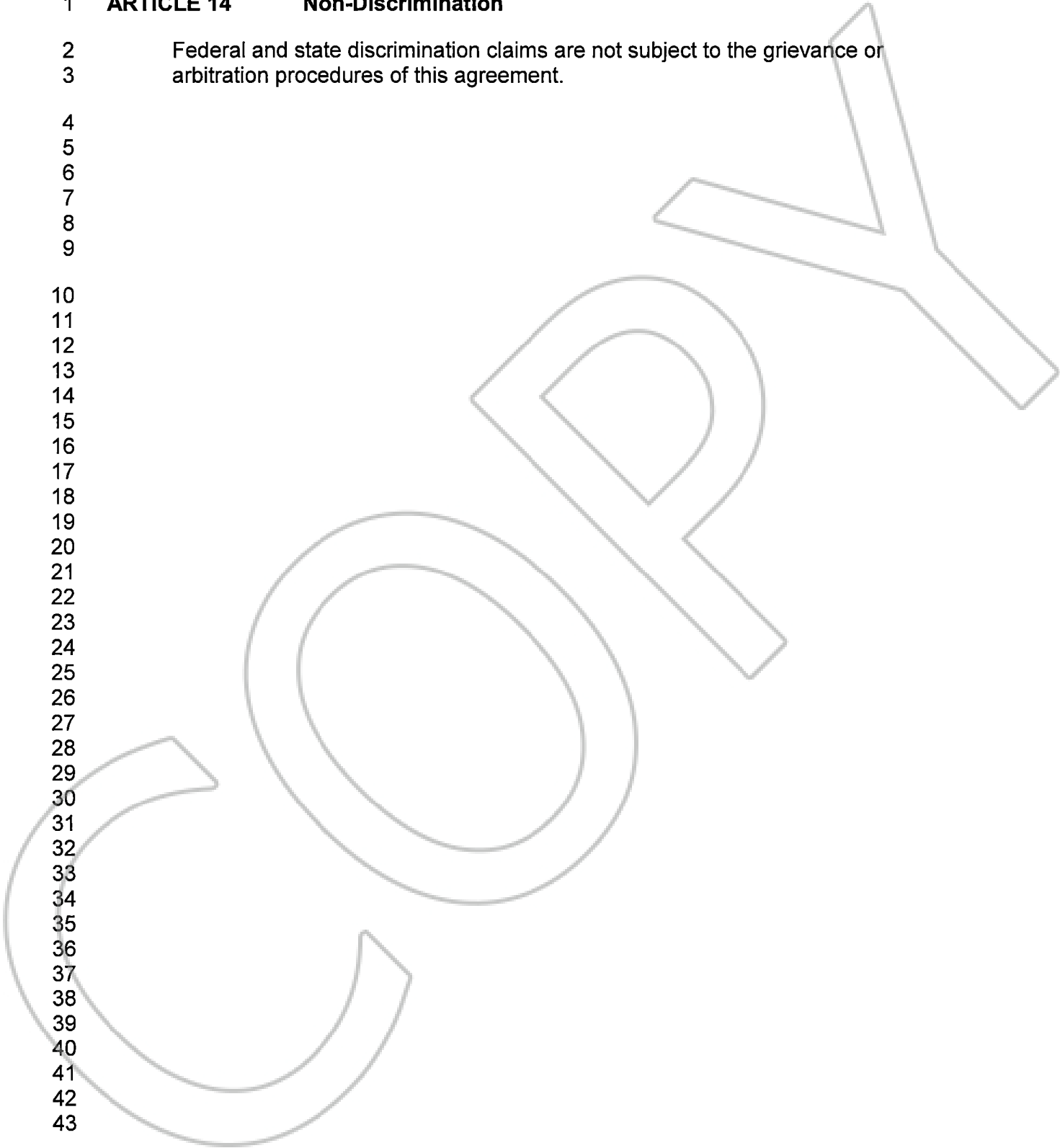
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

1 **ARTICLE 14** **Non-Discrimination**

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

4
5
6
7
8
9

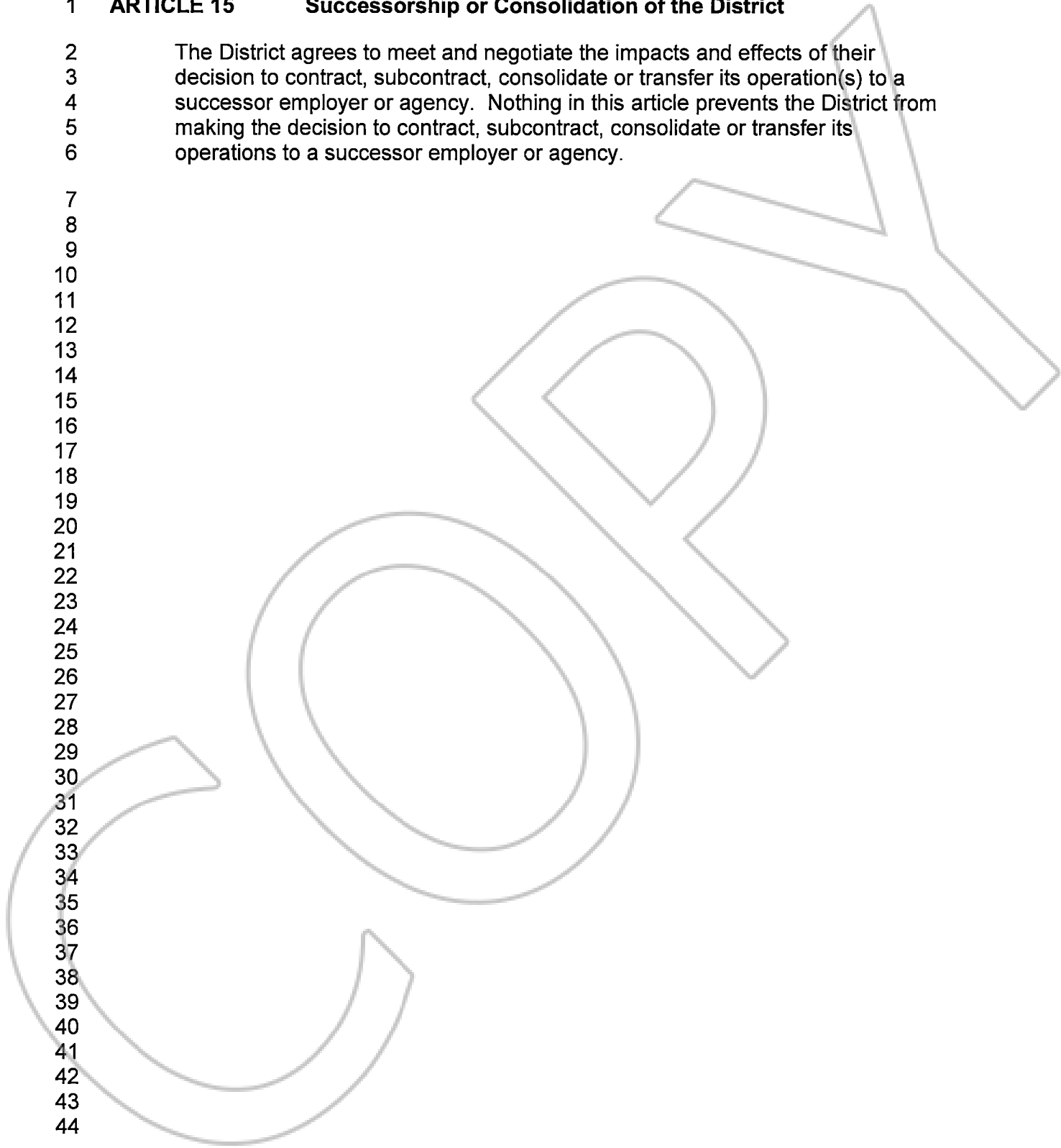
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43



1 ARTICLE 15 Successorship or Consolidation of the District

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

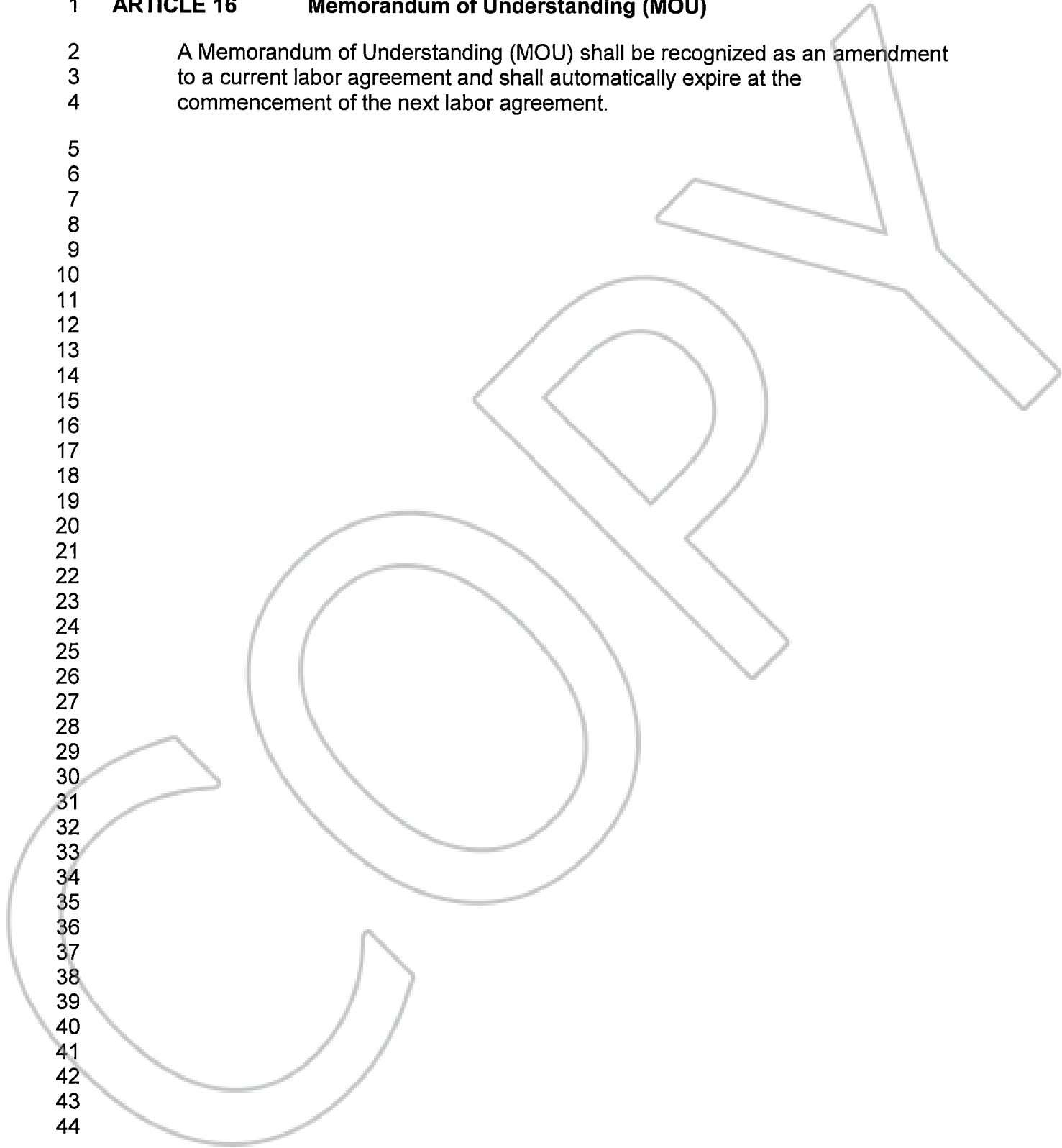
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44



1 **ARTICLE 16** **Memorandum of Understanding (MOU)**

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

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44



1 **ARTICLE 17 Drug and Alcohol**

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

4 **A. Drug and Alcohol Regulations**

5
6 All employees covered by this Collective Bargaining Agreement (CBA):

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

31
32 This article is intended to be applied in a common-sense manner. It is not
33 intended to affect use of over-the-counter or prescription drugs in the prescribed
34 or appropriate manner or possession or transportation of gifts.

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

- 36 1. "Reportable accident" means an occurrence involving a motor vehicle
37 which results in a fatality, bodily injury to a person who, as a result of the
38 injury, immediately receives medical treatment away from the scene of the
39 accident; or one or more motor vehicles incurring damage considered to
40 be greater than minor damage, or damage to other property as a result of
41 the accident or the driver is cited for a moving violation.
42

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

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

C. Confidentiality

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

1 Records related to such matters will be kept in a separate locked medical
2 records file by the Director of Administrative Services, with access to the
3 file limited to the aforementioned "need to know" persons.
4

5 **D. Drug-Free Awareness Program for Employees**
6

- 7 1. The Director of Administrative Services will maintain information on
8 community resources and employee benefits available to employees
9 and/or dependents for assistance in problems related to substance abuse.
10 The Employee Assistance Program (EAP) is also available for such
11 resource/information referral.
12 2. Informational programs addressing the physical, mental and emotional
13 dangers of alcohol and other substance abuse, as well as the
14 rehabilitation options available to affected individuals, will be available to
15 employees at least once a year.
16 3. Supervisory training will be provided on a periodic basis including such
17 topics as: a review of the Drug and Alcohol-Free Workplace, detailed
18 explanation of the Employee Assistance Program, drug awareness and
19 symptoms of substance abuse; methods for dealing with substance
20 abusers; supervisory responsibilities in implementing this article; and
21 confrontational/referral techniques for supervisors. Training topics will
22 comply with federal regulations.
23

24 **E. Drug and Alcohol Testing**
25

26 **1. Random Testing**
27

28 A percentage equal to 30% of employees covered by this agreement will
29 be tested annually for drug and alcohol use. The random testing will be
30 spread throughout the year and employees will have no advance
31 notification of random tests. Each employee will be in a pool from which a
32 random selection is made. Each will have an equal chance of selection
33 and will remain in the pool, even after the employee has been tested.
34 Employees are required to immediately report to the designated medical
35 facility upon being notified of their selection, but no longer than one hour
36 of being notified, or if the employee's immediate duties preclude reporting
37 upon being notified as soon as possible thereafter. Documentation for the
38 reasons for the delay must be provided by the employee's supervisor. If
39 the employee is not on duty, Human Resources will notify the employee
40 upon the employee's return to duty.
41

42 **2. Post-Accident Testing**
43

44 All employees involved in, or contributing to an accident on duty, shall be
45 tested at the discretion of a Chief Officer as soon as possible.
46

1 **3. Reasonable Suspicion**
2

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

10
11 **4. Return to Work**
12

- 13 a. All tests for all substances will immediately indicate positive or
14 negative prior to the employee being released from the collection
15 facility.
16 b. All employees who are tested for drug and/or alcohol use shall only
17 return to duty if the test result is negative.
18 c. If an employee tests positive, they will not be allowed to return to
19 work and will be placed on Administrative Leave until it has been
20 determined by the MRO to be a false positive.
21 d. If the test results are positive, refer to discipline in Article 17 H.
22 e. An employee must submit to a return-to-duty drug or alcohol test
23 before resuming the performance of safety sensitive functions
24 following disciplinary action and treatment.
25

26 **F. Alcohol testing**
27

- 28 1. A test result of .00 - .02 will be considered a negative result.
29 2. A test result of greater than .02 will be considered a positive result.
30 3. Any test results greater than 50% of those levels specified in NRS 484 C. 110
31 (3), will be considered a positive test.
32 4. The MRO will review the findings of a drug test with the employee before a
33 final determination is made that the employee did not pass the drug test. The
34 purpose of this review is to ensure that the findings of a "positive" test are not
35 the result of the employee taking prescription medication in the amount
36 prescribed.
37

38 **G. Follow-up**
39

- 40 1. Employees who are returned to duty after completion of a substance abuse
41 rehabilitation program are subject to follow-up testing for at least one year
42 and up to five years. The MRO shall recommend to the District the duration
43 and when follow-up tests should occur.
44 2. Every effort will be made to respect the privacy and dignity of employees in
45 the test sample collection process.

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

- 1 **3.** The collection of test samples from applicants and employees will be
2 conducted by health care professionals in a private setting.
- 3 **4.** Proper chain-of-custody procedures will be adhered to.
- 4 **5.** Test samples will be tested by an independent certified medical laboratory.
5 The name and address of the laboratory will be available to employees upon
6 request.
- 7 **6.** All final results will be verified in writing by the MRO, who will then forward
8 those results to the Director of Administrative Services, who will maintain
9 them in a secure location.

10
11 **H. Discipline for Violations**

- 12
- 13 **1.** A test result of .02 - .039 will result in a minimum five (5) day suspension
14 without pay.
- 15 **2.** A test result of .04 or greater will be considered as the second positive
16 alcohol test within a ten (10) year period and will result in termination.
- 17 **3.** Any drug test results greater than 50% of those levels specified in NRS
18 484 C. 110 (3), will be considered a positive test.
- 19 **4.** An employee who tests positive for alcohol or drugs and is not terminated will
20 receive a minimum five (5) day suspension without pay, six-month
21 performance probationary period, and a mandatory referral to a Substance
22 Abuse Professional (SAP). The employee will be evaluated by the SAP and
23 follow the treatment and rehabilitation program prescribed. The District is
24 NOT authorized to receive any diagnoses or treatment information from the
25 SAP. If the SAP concludes, in writing, that the employee is not cooperating
26 or progressing with the treatment plan within a reasonable time period, they
27 will report such information to the District for discipline. A second positive test
28 within ten (10) years of the first positive test will result in termination of
29 employment.
- 30 **5.** Refusal to submit to a test, intentionally tampering with, causing another
31 person to tamper with, substituting for, or causing another person to
32 substitute for a urine and/or blood specimen, whether the employee's own
33 specimen or another employee's specimen, will constitute cause for
34 termination of the employee who engages in such activity.
- 35 **6.** This article does not constitute a waiver of disciplinary appeal procedures
36 provided for in a collective bargaining agreement.
- 37
- 38
- 39
- 40
- 41
- 42
- 43

1 **ARTICLE 18** **Peer Agencies**

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

- 4 • Carson City Fire Department
- 5 • Central Lyon County Fire Department
- 6 • North Lake Tahoe Fire Protection District
- 7 • Reno Fire Department
- 8 • Sparks Fire Department
- 9 • Storey County Fire Department
- 10 • Tahoe Douglas Fire Protection District
- 11 • Truckee Meadows Fire Protection District

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

1 **ARTICLE 19** **Pay Practices**

2 All salaries will be based on a 5-Step Pay Plan. Effective July 1, 2021, any future
3 negotiated wage adjustments will be effective the first pay date of each fiscal
4 year unless otherwise stated.

5
6 All employees will receive their designated step increase annually based on their
7 date of hire or promotion.

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

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

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

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

1 **ARTICLE 20 Wages**

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

4
5 **A.** Wage Range will be adjusted over FY 21/22 through FY 22/23 as follows, and
6 applied as outlined in Section B:

- 7
8 1. Firefighter shall be increased by four percent (4%)
9 2. Firefighter/AEMT shall be increased by five percent (5%)
10 3. Firefighter/Paramedic shall be increased by three percent (3%)
11 4. Engineer shall be increased by three percent (3%)
12 5. Captain shall be increased by nine percent (9%)
13 6. Fire Mechanic, Master Fire Mechanic, and Fire Inspector will be increased
14 by ten percent (10%)
15 7. Fuels Management Fire Squad/Engine Boss will be increased by five
16 percent (5%)
17 8. Fuels Management Fire Crew Member will be increased by five percent
18 (5%)

19
20 **B.** The Wage Range adjustments outlined in Section A will be applied as follows:

- 21
22 1. ½ of the range adjustment will be effective with the first pay date in
23 January 2022.
24 2. ¼ of the range adjustment will be effective with the first pay date in July
25 2022.
26 3. ¼ of the range adjustment will be effective with the first pay date in
27 January 2023.

28
29 **C.** Cost of Living Adjustment (COLA) will be paid as follows:

- 30
31 1. There shall be a 1.5% Cost of Living Adjustment (COLA) paid with the first
32 pay date in July 2022.
33 2. There shall be a 1.5% Cost of Living Adjustment (COLA) paid with the first
34 pay date in January 2023.
35 3. There shall be a wage reopener for FY 23/24.
36 4. There shall be a wage reopener for FY 24/25.
37 5. There shall be a wage reopener for FY 25/26.

38
39
40
41
42

1 **ARTICLE 21 Payroll Deductions**

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

4 **Authorization**

5
6 The District will deduct dues from the salaries of Association members and remit
7 the total deductions to the designated Association officer(s) on a biweekly basis.
8 However, no deductions will be made except in accordance with the terms of a
9 deduction authorization form individually and voluntarily executed by the
10 employee for whom the deduction is made. The deduction authorization form will
11 clearly explain any restrictions on the employee's right to terminate his/her dues
12 deduction authorization that is imposed by the Association. No restriction
13 imposed by the Association may require the employee to remain a member or
14 continue automatic dues deductions beyond the end of the calendar month in
15 which the employee terminates his/her membership or authorization for
16 deductions.

17
18 **Amount of Dues**

19
20 The Association will certify to the District in writing the current rate of
21 membership dues. The Association will notify the District of any change in the
22 membership dues at least thirty (30) days prior to the effective date of such
23 change.
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

1 **ARTICLE 22 Promotional Pay Increases**

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

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

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

17 **Exceptions to the Promotional Pay Increase**

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

26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

1 **ARTICLE 23 Overtime Pay**

2 **Overtime Defined:**

3

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

7

8 Overtime pay shall be earned in increments of 30 minutes.

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

1 **ARTICLE 24 FLSA**

2 **Compliance with FLSA**

3

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

12

13 **FLSA Hours**

14

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

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

ARTICLE 25 Compensatory Time

40-Hour Employees (Fire and Regular PERS)

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

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

56-Hour Employees (Fire and Regular PERS)

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

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

1 **ARTICLE 26 Call Back/Return to Work**

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

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

27

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

- 29 1. "Call Back" is defined as returning to duty within 12 hours after one's regular
30 working hours to respond to an emergency.
- 31 2. For the purpose of this article, "Emergency" means a sudden, unexpected
32 occurrence that is declared by the governing body or chief administrative
33 officer of the public employer to involve clear and imminent danger and
34 require immediate action to prevent and mitigate the endangerment of lives,
35 health or property.
- 36 3. Call back is paid at two (2) times the employees' hourly rate and is paid for a
37 minimum of two (2) hours or time actually worked, whichever is greater.

38

39 **C. Return to Work Pay**

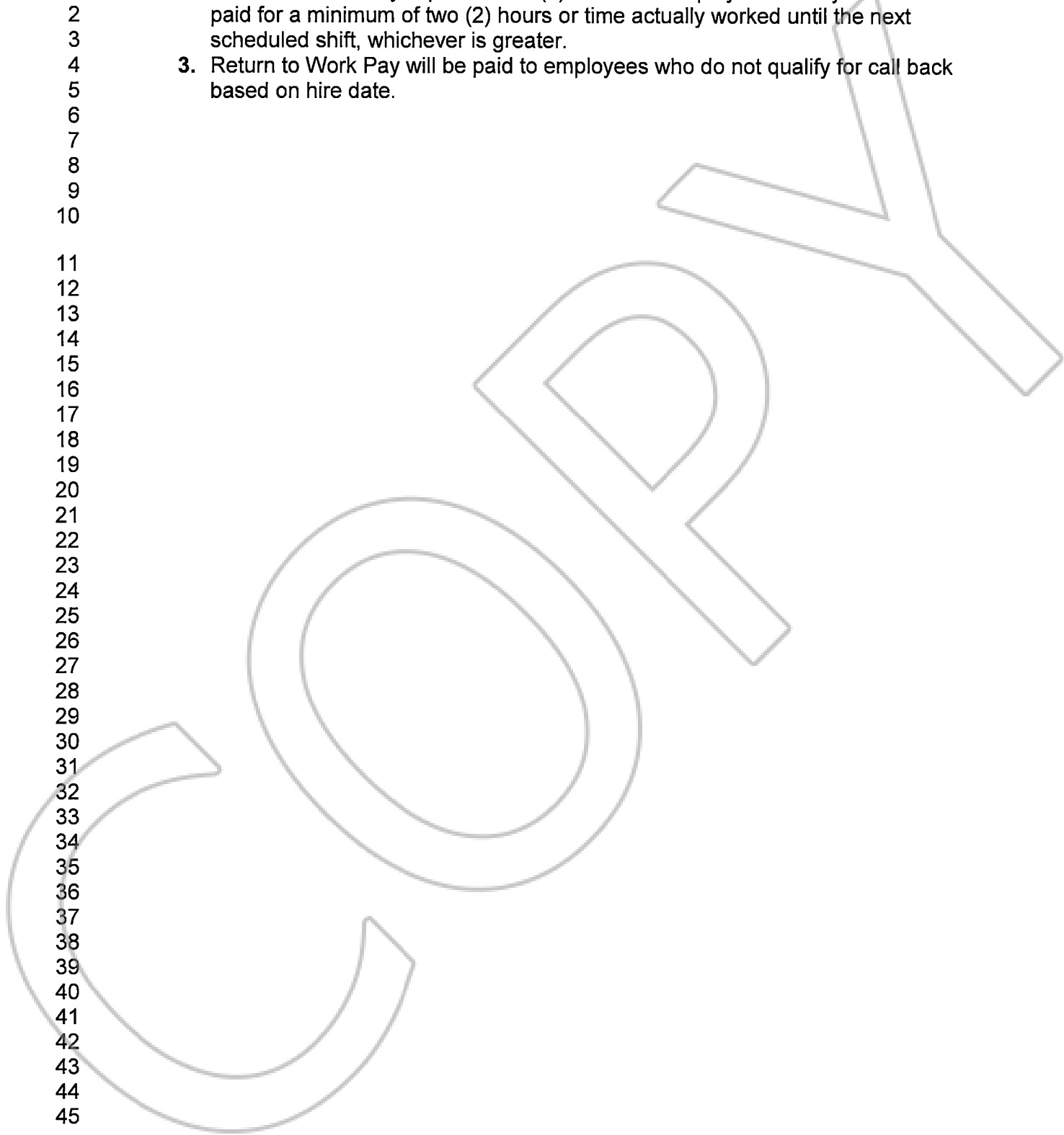
- 40
- 41 1. "Return to Work Pay" is defined as compensation earned for returning to duty
42 after an employee has completed his/her regular shift, is off duty for any
43 period of time, and is requested to return to duty with less than twelve (12)
44 hours' notice.

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

1
2
3
4
5
6
7
8
9
10

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

- 2. 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.
- 3. Return to Work Pay will be paid to employees who do not qualify for call back based on hire date.



1 **ARTICLE 27 Acting Pay**

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

5
6 A Fire Captain assigned to work as an acting Battalion Chief will be compensated
7 with an additional 15% of pay for all time worked in an acting capacity.

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

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

1 **ARTICLE 28 Advanced Certification Incentives**

2 **A. Hazardous Materials Team Assignment Incentive**
3

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

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

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

17 **B. Paramedic Certification Incentive**
18

19 Effective the first pay date in July 2021, an Engineer or Captain certified by the
20 State of Nevada as an Emergency Medical Technician-Paramedic (EMT-P) and
21 who is able to function as a Paramedic within the District will receive incentive
22 pay equal to four percent (4.0%) of the qualifying employee's Base Hourly Wage.

23 Effective the first pay date in July 2022, an Engineer or Captain certified by the
24 State of Nevada as an Emergency Medical Technician-Paramedic (EMT-P) and
25 who is able to function as a Paramedic within the District will receive incentive
26 pay equal to five percent (5.0%) of the qualifying employee's Base Hourly Wage.

27 **C. Plans Examiner Certification Incentive**
28

29 Effective the first pay date in May 2022, a Fire Inspector who holds a plans
30 examiner certification and is assigned to perform Nevada Fire and Life Safety
31 plans review will receive incentive pay equal to five percent (5.0%) of the
32 qualifying employee's base hourly wage.

33 **D. Field Training Officer (FTO) Incentive**
34

35 Effective the first pay date in July 2022, any qualified employee who is assigned
36 as an FTO to an employee will receive an FTO Incentive of ten percent (10%) of
37 the qualifying employee's base hourly wage, not to exceed 720 hours per FTO
38 assignment. FTO's must follow all operational guidelines and protocols
39 established by the District. FTO incentive pay will be per pay period. All
40 necessary documentation will be forwarded to the District.

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

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

4 **Reopener:** There shall be a reopener for Section B of this article in FY 24/25.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 **ARTICLE 29 Training and Safety Assignment**

- 2 1. Any Fire Captain assigned to the Training and Safety Assignment will receive
3 Training and Safety Assignment pay equal to twelve percent (12.0%) of the Base
4 Hourly Wage.
- 5 2. When a Fire Captain leaves the Training and Safety Assignment and resumes
6 the regular duties of a Fire Captain, the Fire Captain will no longer be eligible to
7 receive the Training and Safety Assignment Pay and will only receive the
8 employee's Base Hourly Wage and any other incentive pay the employee is
9 otherwise entitled to receive.
- 10 3. If a Fire Captain who is filling the Training Assignment is promoted to Battalion
11 Chief, then the Fire Captain will receive a promotional salary increase based on
12 their current base wage plus the Training and Safety Assignment Pay they were
13 receiving immediately prior to their promotion.
- 14 4. A Fire Captain assigned to the Training and Safety Assignment will fulfill those
15 duties for a minimum of one (1) year. Only one Training and Safety Assignment
16 will be vacated on a voluntary basis during any consecutive six (6) month period.
17 No more than two Fire Captains may voluntarily vacate a Training and Safety
18 Assignment during any consecutive eighteen (18) month period. If there is a
19 vacancy due to a promotion, retirement or any other reason, then there will be
20 only one voluntary vacancy available during the subsequent twelve (12) month
21 period, unless otherwise specified by the District Fire Chief or designee.

22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

1 **ARTICLE 30 Special Assignment Incentive**

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

8 The following Special Assignment will be given 10%:

- 9 • Academy Agency Coordinator

10 The following Special Assignments will be given 5.0%:

- 11 • Employee Relations Liaison
- 12 • EMS Supply Manager
- 13 • RMS/ePCR/MDC Manager

14 The following Special Assignments will be given 2.5%:

- 15 • Small Equipment Manager
- 16 • AED/Cardiac Monitor Program Manager
- 17 • Technical Rescue Equipment Manager
- 18 • Radio Program Manager
- 19 • Knox Box Program Manager
- 20 • Telestaff Manager

21
22 In addition to the listed Special Assignments, the Administration and Association
23 can meet and confer for additional temporary Special Assignments and level of
24 incentive for short term Special Assignments at either two and one-half percent
25 (2.5%) or five percent (5.0%) but in no case to exceed five percent (5.0%).

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

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

33 Each Assignment will be open for reassignment every three (3) years or when
34 the person holding the assignment resigns from the position, whichever is
35 sooner.

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

1 **ARTICLE 31 Paramedic Preceptor Incentive**

2 Effective July 1, 2022 any qualified employee that is assigned as a Paramedic
3 Preceptor to an intern will receive a Preceptor Incentive of ten percent (10%) of
4 the qualifying employee's base hourly wage, not to exceed 720 hours per intern.
5 Preceptors must follow all operational guidelines and protocols established by
6 the District. Preceptor incentive pay will be paid per pay period. Any necessary
7 documentation will be forwarded to the District for billing purposes.

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

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

ARTICLE 32 Holiday Pay

56-Hour Shift Employees

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

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

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

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

40-Hour Employees

Employees working 40-hour work weeks will receive one and one-half (1.5) times their Base Hourly Wage or compensatory time at one and 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.

1 **ARTICLE 33 Uniform Allowance**

2 Effective July 1, 2022 the District will provide an annual uniform allowance of one
3 thousand four hundred dollars (\$1,400) per employee. Seven hundred dollars
4 (\$700) will be paid to the employee on the first pay dates in December and June
5 of each year during the term of this contract for the prior six-month periods.
6

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

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

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

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

26 **Class A Uniform Allowance**

27
28 Current employees who are not on initial new-hire probation at the time of
29 distribution shall receive a one-time eight hundred and fifty dollars (\$850) uniform
30 allocation for the expressed purpose of purchasing a Class A uniform as
31 specified by the District. Distribution will occur on the first full pay period
32 following full contract ratification and proof of purchase shall be presented to the
33 District within sixty (60) days of distribution.

34 **Intent:** Employees who are on initial new-hire probation at the time of distribution will
35 be required to purchase Class A uniform within sixty (60) days from the allocation of
36 their initial uniform allowance.
37
38
39
40

1 **ARTICLE 34 Tuition Reimbursement**

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

4
5 Both credit-yielding courses from accredited academic institutions of higher
6 learning and non-credit yielding technical training courses are eligible for tuition
7 reimbursement. Tuition or class fees will be reimbursed for non-credit yielding
8 courses if the subject matter directly relates to an employee's job description
9 and/or future jobs within the District.

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

12 **Paramedic Education Tuition**

13
14 The District in its sole discretion and in the exercise of its rights set forth in NRS
15 288.150(3) and (5) may on occasion provide its employees with the opportunity
16 for fire, emergency medical services, or other specialized training or education
17 other than budgeted training. The number of employees and amount of funding
18 allocated under this article is subject to management discretion during the budget
19 development process.

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

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

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

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

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

36
37 **Note:** Intent for interning paramedics is they shall not work more than 48 consecutive
38 hours. Refer to District policy.
39
40
41
42
43

1 **ARTICLE 35 Employer Medical Evaluation**

2 If an employee is off work for more than one (1) month due to a mental or
3 physical injury or illness, the District may require the employee to undergo a
4 medical evaluation to determine fitness for duty. The cost of the medical
5 evaluation shall be at the District's expense. The physical shall be a fit for duty
6 physical evaluation related to the injury or illness. The employee may appeal the
7 decision by providing a written second opinion to the District by a doctor of the
8 employee's choice at the employee's expense.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

1 **ARTICLE 36 Annual Leave**

2 **A. Basis of Accrual**

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

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

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

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED/PAID</u>	<u>HOURS PER PP</u>
0 - 4 Completed years	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

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

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

12 **B. Accrual During Probation**

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

16 **C. Accrued Leave for Lateral Transfers**

17 A Lateral Transfer will accrue annual leave based on years of experience as a
18 professional firefighter. One (1) year will be considered twelve (12) months
19 completed, two (2) years will be considered twenty-four (24) months completed,
20 three (3) years will be considered thirty-six (36) months completed, and so forth.

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

24

1 **D. Payment on Separation (non-retirement)**

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

4 **E. Payment on Death**

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

10 **F. Carry-over of Annual Leave to Following Year**

11 A total of no more than 504 hours (Fire PERS employees) or 240 hours (PERS
12 employees) of annual leave may be credited to an employee.

13 Any unused hours over 504 or 240 hours (depending on whether the employee is
14 a Fire PERS or PERS employee) in the employee's bank at the end of the last
15 pay period of the year will be transferred into the employee's Sick Leave bank
16 balance by the end of the first pay period of the following year. The District will
17 inform all employees of the date of the last pay period of the year via email a
18 minimum of 6 pay periods prior to the date.

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

25 **Employees with any unused hours over 504 or 240 hours (depending on**
26 **whether the employee is a Fire PERS or PERS employee who wish to be**
27 **paid out up to 72 hours (56-hour employees) or 40 hours (40-hour**
28 **employees) must submit the required form no later than December 1st to**
29 **Human Resources with pay out in February.**

30 **G. Payment of unused accrued Annual Leave upon Retirement**

- 31 1. Payout shall be made
32 a. directly to the employee
33 b. or at the employee's option, into the employee's Deferred
34 Compensation Account.
35
36
37

1 **H. Approval for Use of Annual Leave**

2 **Employees on a 56-hour work week**

3
4
5
6
7
8
9

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

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

10 **Employees on a 40-hour work week**

11
12
13
14
15
16
17

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

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

18 **Reopener:** There shall be an Annual Leave reopener for FY 23/24.

19
20
21
22
23
24
25
26
27
28
29
30
31

1 **ARTICLE 37 Sick Leave**

2
3 **A. Basis of Accrual**

4
5 All employees within the bargaining unit who are employed on a continuous full-time
6 basis will accrue sick leave at the rate:

- 7 **1. Fire PERS employee:** 7.39 hours per pay period totaling one hundred and
8 ninety-two point one four (192.14) hours per year.
9 **2. PERS employee:** 3.39 hours per pay period totaling eighty-eight point two
10 eight (88.28) hours per year.

- 11
12 a. Hours will be credited to the employee at the beginning of the pay period.

13
14 Employees who are hired during the middle of a pay period will have their
15 hours for that pay period prorated based on 14 days per pay period.

16
17 Ex: employee whose first day is on the 5th day of the pay period will be
18 calculated as follows:

- 19 • Fire PERS $7.39/14=0.5279$ hours per day.
20 $14-4=10 \times 0.5279=5.279$ hours of leave accrued that pay period.
21 • PERS $3.39/14=0.2421$ hours per day. $14-4=10 \times 0.2421=2.2421$ hours
22 of leave accrued that pay period.
23

24 **B. Maximum Accrual**

25 **Fire PERS Employees**

26
27 Any unused hours over 1,512 hours in an employee's bank at the end of the last
28 pay period of the year will be removed by the end of the first pay period of the
29 following year. The District will inform all employees what the date of the last pay
30 period of the year will be via email at least six (6) pay periods prior to that date.

31
32 **PERS Employees**

33
34 A total of no more than seven hundred twenty (720) hours of regular sick leave
35 may be credited to a PERS employee. Any unused hours over 720 hours in an
36 employee's bank at the end of the last pay period of the year will be removed by
37 the end of the first pay period of the following year. The District will inform all
38 employees what the date of the last pay period of the year will be via email at
39 least six (6) pay periods prior to that date.
40

41 **C. Authorization for Use of Sick Leave**

- 42 **1.** Employees are entitled to use sick leave only when he/she or a member of
43 the employee's immediate family is incapacitated due to a bona fide sickness

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

1 or injury which qualifies for coverage under the Family and Medical Leave
2 Act. Written medical verification for sick leave for more than two (2)
3 consecutive shifts for Fire PERS employees or 5 consecutive workdays for
4 PERS employees may be required and submitted to Human Resources. An
5 employee may be required to be examined by a physician selected by the
6 District for verification purposes and paid for by the District unless covered by
7 health insurance at no expense to the employee.

8 2. Sick leave may be taken in 1-hour to 24-hour increments. Sick leave hours
9 will be considered hours worked for FLSA purposes.

10 3. Sick leave may be granted by the District Fire Chief in extraordinary
11 circumstances that he/she believes, in his or her sole discretion, will have a
12 beneficial effect on the employee's morale and welfare and is in the interest of
13 the District.

14
15 **D. Sick Leave Pay Out**

16 1. 56-hour employees may be compensated (at their base hourly rate based on
17 their permanent/regular assignment) for a maximum of 756 unused sick leave
18 hours and 40-hour employees may be compensated for a maximum of 720
19 unused sick leave hours upon separation/retirement from the District based
20 on the following total years of service:
21

9 Completed years	50.0 %
10 Completed years	53.3 %
11 Completed years	56.6 %
12 Completed years	59.9 %
13 Completed years	63.2 %
14 Completed years	66.5 %
15 Completed years	69.8 %
16 Completed years	73.1 %
17 Completed years	76.4 %
18 Completed years	79.7 %
19 Completed years	83.0 %
20 Completed years	86.3 %
21 Completed years	89.6 %
22 Completed years	92.9 %
23 Completed years	96.2 %
24 Completed years	100.0 %

22
23 **E. Sick Leave Pay Out at Separation and Retirement**
24

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

28 2. Notwithstanding the foregoing, in the event of a job-related death or total
29 permanent disability as determined under Workers' Compensation (NRS

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

1 Chapters 616/617 in effect on the date of the determination), the District
2 shall pay one hundred percent (100%) of the accumulated sick leave
3 balance to either the employee or his/her legal heirs. The payment shall
4 be computed at the employee's base hourly rate based on their
5 permanent/regular assignment at the time of the death or total permanent
6 disability.

7 **Reopener:** There shall be a Sick Leave reopener for FY 23/24.

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

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

1 **ARTICLE 38 Military Leave**

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

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

15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

1 **ARTICLE 39 Administrative Leave**

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

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

15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

ARTICLE 40 Court and Jury Duty Leave

Jury Duty

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

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

Court Time

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

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

1 **ARTICLE 41 Professional Development Leave**

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

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

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

21

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

1 **ARTICLE 42 Bereavement Leave**

2 **A.** 56-hour employees can use up to ninety-six (96) hours of accrued leave or
3 LWOP for Bereavement Leave.

4 **B.** 40-hour employees can use up to eighty (80) hours of accrued leave or LWOP
5 for Bereavement Leave.

6
7 Accrued leave may be taken for a death in the employee's immediate family.
8 The District Fire Chief or designee may approve Bereavement Leave for a longer
9 period of time.

10 Immediate family is defined as a spouse, parents, children, brothers, sisters and
11 grandparents of the employee or the employee's spouse. In the case of any
12 other relative of the employee, the District Fire Chief or designee may authorize
13 such accrued leave. "Immediate family" is defined by Nevada law, including NAC
14 284.5235, and means:

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

24
25 In the case of any other relative of the employee, the District Fire Chief or
26 designee may authorize use of Bereavement Leave to attend to the relative.

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

28
29
30
31
32
33
34
35

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

1 **ARTICLE 43 Extended Leave**

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

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

14
15 **Criteria/Limitations**

16
17 Eligibility is limited to full time equivalent employees (FTE) who have been
18 employed for a minimum of one year and have completed their initial
19 probationary period.

20
21 Employees utilizing EL must have a qualifying event that follows the same criteria
22 identified under FMLA.

23
24 Extended Leave will be limited to a twelve (12) week period on an annual basis
25 (rolling).

26
27 Employees must submit a request for EL leave to Human Resources. Employee
28 must provide documentation as determined by the District to validate the need for
29 the leave.

30
31 Employees shall utilize annual, sick, and comp earned leave, as well as trades
32 while on EL. Employees may also request to utilize Leave Without Pay (LWOP)
33 as an option.

34
35 Employees are not eligible for Extended Leave if they have filed a Workers'
36 Compensation claim, regardless if the claim is pending, delayed, or accepted.

37
38 Any employee who completes FMLA paperwork shall be provided the extended
39 leave request forms for extended leave.

40
41 **Additional Extended Leave (AEL)**

42
43 An additional twelve (12) week period of Additional Extended Leave (AEL) may
44 be requested by employees who have exhausted their job-protected leave under
45 the Extended Leave (EL) option and need additional time.

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

1 The requirements to utilize AEL shall follow the same requirements identified
2 under the EL option.
3

4 A request for AEL must be submitted to Human Resources. If the request meets
5 the criteria of FMLA, it shall be approved by the District Fire Chief, and an
6 additional twelve (12) weeks of job-protected leave will be granted to the
7 requesting employee. Under no circumstances will the combined EL and AEL
8 time extend beyond twenty-four (24) weeks, not including the twelve (12) weeks
9 of FMLA.
10

11 Employees must request approval for additional AEL leave and will be required
12 to provide documentation as determined by the District to validate the need for
13 the additional twelve (12) week period.
14

15 **Definitions:**

16 **FMLA – Family Medical Leave Act**

17 FMLA entitles eligible employees of covered employers to take unpaid, job-
18 protected leave.
19

20 **Extended Leave (EL)**

21 The initial request of twelve (12) weeks of job-protected leave, after the
22 employee exhausts their FMLA leave.
23

24 **Additional Extended Leave (AEL)**

25 The final request of a second twelve (12) week period of job-protected leave,
26 after the employee exhausts their EL leave.
27

28 **Intent:** Extended leave time shall be managed utilizing Telestaff.
29
30
31
32
33
34
35
36
37
38

1 **ARTICLE 44 Leave Donation**

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

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

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

1 **ARTICLE 45 Leave of Absence**

2 **A. Eligibility**

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

6 **B. Short Term LWOP**

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

9 **C. Long Term LWOP**

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

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

1 **ARTICLE 46 Non-Occupational Injuries/Illness**

2 An employee incapacitated due to an injury/illness that is not work-related may,
3 at the discretion of the District Fire Chief or designee, and with the treating
4 physician's statement of work restrictions(s), be placed on light duty assignment
5 within the District for a period up to ninety (90) days.
6

7 Light duty assignments greater than ninety (90) days shall be approved by the
8 District Fire Chief or designee. The employee shall be paid at their current wage
9 for hours worked in a forty-hour workweek.
10

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

ARTICLE 47 Occupational Injuries/Illness

Injury/Illness Workers Compensation

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

1 **Total Compensation**
2

3 When an employee is eligible for benefits under Chapter 616C or 617 of the
4 Nevada Revised Statutes, the payments provided to an employee under those
5 chapters of the Nevada Revised Statutes, exclusive of payment of medical or
6 hospital expenses, will be the total compensation received by the employee.
7

8 **FMLA While on Workers Compensation Leave**
9

10 An employee's workers compensation leave shall not be deducted from the
11 employee's FMLA leave subject to any limitations imposed by this article or state
12 law or District's workers compensation provider.
13

14 **Disability Retirement**
15

16 Once the District has received notice from the District's workers compensation
17 provider of the employee's permanent disability, the District shall notify the
18 employee to discuss disability retirement with Nevada PERS. If the employee
19 applies for PERS disability retirement, the District shall keep the employee on the
20 payroll for 90 days or until Nevada PERS has ruled on the Disability
21

22 **Modified Duty Assignments**
23

- 24 **A.** Employees covered by this agreement whose physical condition prevents
25 him/her from performing his/her normal work duties as assigned, at the
26 convenience of the District, the District may place him/her in an assignment in
27 which the employee can perform work consistent with his/her condition. The
28 District agrees to place employees into light duty assignments within the
29 District's areas of responsibility.
30 **B.** Employees who have been on authorized injury/illness leave due to work-
31 related injury/illness under applicable workers' compensation law will, upon
32 release from his/her doctor and upon presentation of said release, return to
33 work in a light duty assignment if one is available. Any assignments to light
34 duty will be in conformance with limitations imposed by the employees
35 treating physician, and no employee will be assigned light duty tasks that
36 would predictably prolong the rehabilitative process or otherwise increase the
37 risk of further injury/illness.
38 **C.** The intent of this provision is to permit employees to return to work as soon
39 as medically possible within the requirements of applicable workers'
40 compensation laws. The parties understand that light duty refers to tasks
41 other than the full range of the employees' regular assigned duties.
42 **D.** Nothing in this section will require the District to create a light duty
43 assignment.
44 **E.** The assignment to a light duty assignment under this section will not be
45 optional for the employee. If an employee turns down the assignment, no
46 regular compensation will be provided. Any accrued leave, Trades, or Leave
47 Without Pay use is permitted.
48

1 **ARTICLE 48 Employee Life and Health Insurance**

2 **A. Cafeteria Plan**

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

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

B. District Fund Contribution for Health Benefit Package

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

C. Monthly Contribution in Lieu of Health Benefit Plan

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

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

D. High Deductible Medical Plan with Health Savings Account

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

1. High Deductible Medical Plan with Health Savings Account

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

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

2. Annual Account Contribution Distribution

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

3. Probationary Employees

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

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

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

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

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

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

8 **E. Premium Increases/Decreases**

- 9
- 10 1. Under the High Deductible Medical Plan with Health Savings Account
11 option, any increase in premium costs during the life of this contract will be
12 deducted from the Annual Account Contribution amount and applied to the
13 increased coverage expense. The District will absorb any premium
14 increases from zero to fifteen percent (0 –15.0%) for the HSA plan. The
15 employee and the District will each pay fifty percent (50%) of any premium
16 increase greater than fifteen percent (15.0%). The employee's share will
17 be paid for by a reduction in the employee's HSA District annual
18 contribution.
 - 19 2. The District will absorb any premium increases from zero to fifteen percent
20 (0 –15.0%) for the PPO plan. The employee and the District will each pay
21 50% of any premium increase greater than fifteen percent (15.0%).
 - 22 3. The District will retain any insurance premium decreases from zero to ten
23 percent (0 –10.0%). The employee will retain any insurance premium
24 decreases from ten to fifteen percent (10.0–15.0%). The employee and
25 the District will each equally retain any premium decrease greater than
26 fifteen percent (15.0%). Any decrease that the employee retains will be
27 used to fund the HSA contributions. If the HSA contributions are at the
28 IRS maximum then the employee will receive the savings in a lump sum
29 payment.
 - 30 4. For the purpose of calculating future premium increases/decreases, for
31 the life of this contract, the premiums in effect as of January 1 of each
32 calendar year will be used by the parties as the baseline for calculating
33 premium increases.
34

35 **F. Benefits Committee**

36
37 The District shall maintain an Insurance and Benefits Committee comprised of a
38 total of four members and four alternates. The Committee shall consist of two
39 members and two alternates from the District, and two members and two
40 alternates from the Association.

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

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

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

9
10 **G. Reopener**

11
12 If during the term of this agreement, health insurance premiums increase more
13 than twenty percent (20.0%) or if the District, of its own volition, changes the
14 health insurance plans in a manner which results in a decrease of benefits,
15 including an increase in deductible amounts, either party may reopen this article
16 for negotiations. Such negotiations shall begin no later than twenty-one (21)
17 days after the notice is given that the conditions justifying such a request exist.

18 **H. Ambulance Plan**

19
20 The District will provide each employee covered under this contract with
21 subscription to the EFFPD Sierra Saver Ambulance Subscription Program in the
22 manner defined for the general public participation. The benefit cost will be
23 considered as a taxable benefit to the employee and recorded as such with the
24 filing of employee federal income tax reporting. Employees covered under this
25 contract may elect not to participate, however no compensation will be provided
26 in lieu of participation.

27 **Reopener:** This article will reopen in FY 24/25.
28

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

1 **ARTICLE 49 Retiree Health Reimbursement Arrangement**

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

4 In January of each year, an annual contribution will be paid into the employee's
5 individual rHRA account and will be based on months of service as of January 1st
6 of each year.

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

- 9 • Employees with 0 to 12 months completed will receive an annual contribution
10 totaling Five Hundred Dollars (\$500.00).
- 11 • Employees with 13 to 60 months completed will receive an annual
12 contribution totaling One Thousand Dollars (\$1,000).
- 13 • Employees with 61 to 120 months completed will receive an annual
14 contribution totaling Fifteen Hundred Dollars (\$1,500).
- 15 • Employees with 121 to 180 months completed will receive an annual
16 contribution totaling Twenty-Five Hundred Dollars (\$2,500).
- 17 • Employees with 181 to 240 months completed will receive an annual
18 contribution totaling Thirty-Five Hundred Dollars (\$3,500).
- 19 • Employees with 241 months completed or more will receive an annual
20 contribution totaling Forty-Five Hundred Dollars (\$4,500).

21
22 There shall be a rHRA reopener for FY 23/24.

23 There shall be a rHRA reopener for FY 24/25.

24 There shall be a rHRA reopener for FY 25/26.

25

26

27

28

29

30

31

32

33

34

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

1 **ARTICLE 50 Employee Assistance Program**

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

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

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

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

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

1 **ARTICLE 51 Association Business**

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

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

10
11 **B.** The District has created an entry in Telestaff for members of the Association's
12 Executive Board, or their designees ("Association Representative"), to account
13 for any time utilized by an Association Representative to perform duties for, or
14 providing services to, the Association ("Association Business").

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

31
32 **C.** Association Representatives have access to Association Time to conduct
33 Association business without loss of pay or benefits provided, however, that
34 Association Representatives comply with all Telestaff policies. Association
35 Representatives may draw upon this pool of Association Time, as may be
36 required, until all Association Time is used.

37 **Reopener:** This article will open FY 24/25.

38
39
40
41

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

ARTICLE 52 Staffing

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

Designation of Apparatus:

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

Minimum Staffing of In-Service Apparatus:

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

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

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

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

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

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

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

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

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

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

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

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

1 If the District reduces All-Risk shift staffing below twenty-one (21) bargaining unit
2 members per shift, the District will first notify the Association. The Association has
3 the ability to request to meet and negotiate over the impacts and effects of any
4 reduction in staffing below twenty-one (21) bargaining unit members covered by
5 this agreement.

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

8 Pursuant to Article 7 B, the District reserves the right to provide staffing under
9 emergency situations that may deviate from the minimum staffing goals listed
10 above.

11 **Intent:** This covers routine daily operations, special assignments, and off-district
12 assignments. Both parties understand that seasonal employees may from time to time
13 fill Fuels/Fire vacancies. Only job classifications in Appendix A: All-Risk or Fuels/Fire
14 will be eligible to staff positions during off-district brush engine assignments.
15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

1 **ARTICLE 53 Communications**

2 **A. Bulletin Boards**

3
4
5
6
7

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:

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

14
15 Posted notices will not be obscene, defamatory, or relate to political office, ballot
16 issues or proposed ballot issues or the ballot process, nor will any notice pertain
17 to public issues that do not include the District or its relations with the District's
18 employees. All notices posted by the Association must be dated and signed by a
19 member of the Association's Executive Board. The District's equipment,
20 materials, supplies, or interdepartmental mail systems will not be used by the
21 Association for the preparation, reproduction, or distribution of notices, except as
22 specifically allowed in sections B and C below, nor will such notices be prepared
23 by District's employees during public access hours.

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

25
26
27
28
29
30
31
32
33

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.

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

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

36
37
38

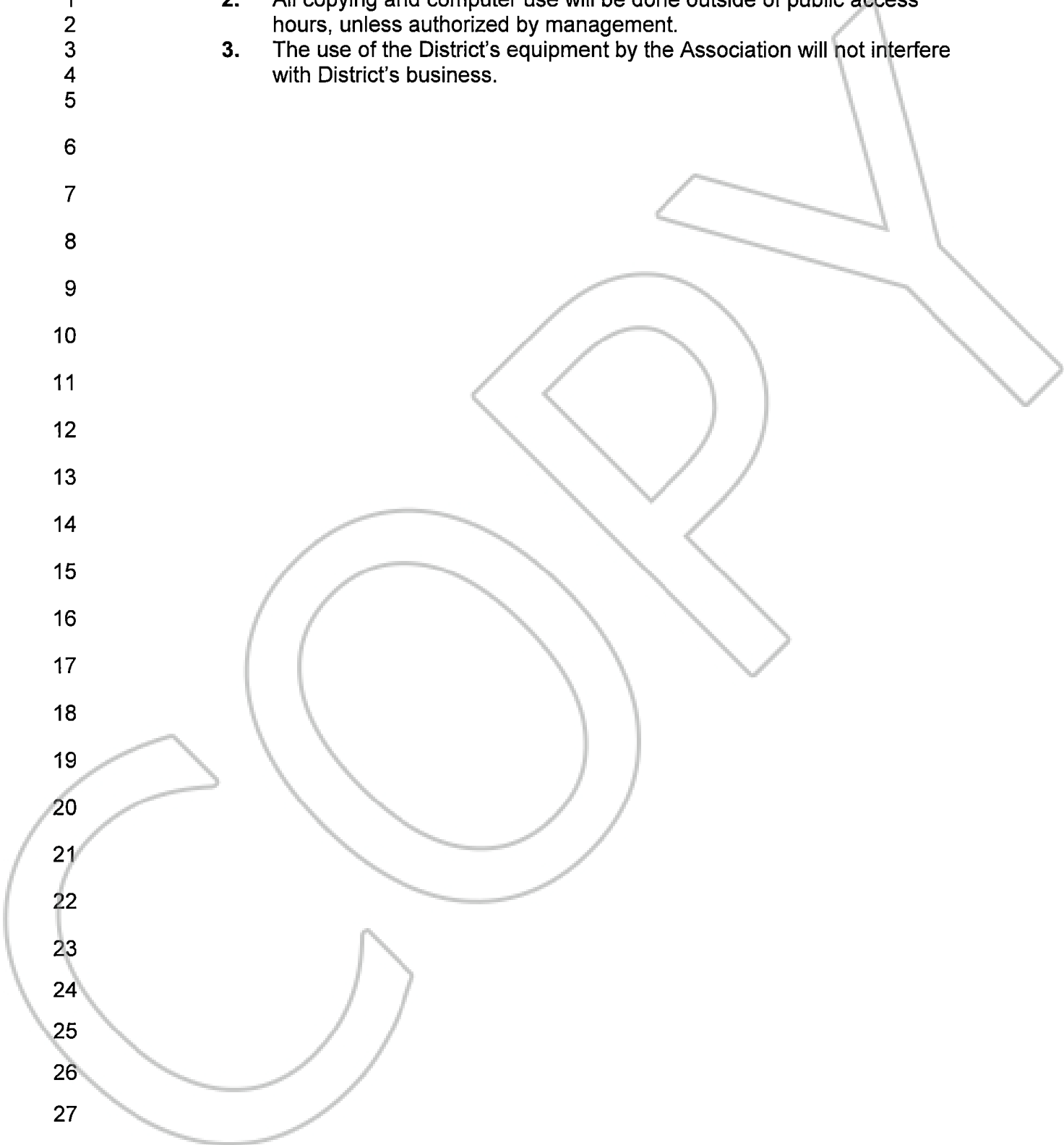
The District will allow the Association to use the District's copiers and computers for Association business only under the following conditions:

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

- 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.



1 **ARTICLE 54 Prevailing Rights**

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

8
9 In the event the District intends to change a Prevailing Right, a copy of the
10 requested change will be sent to the Association for review. Any timely objection
11 raised by the Association shall be discussed with the District. If the objection
12 cannot be resolved, the dispute shall be subject to the grievance procedure set
13 forth in this agreement.

14
15 **Use of District's Facilities**

16
17 The District will permit the use of the District's meeting room facilities by
18 employees and the Association provided such use does not interfere with the
19 District's operations or scheduled activities. Facilities used by the Association
20 will be scheduled in accordance with the District's adopted scheduling
21 procedures to avoid conflicts in facility use.

22
23 **Meals**

24
25 Each shift employee will be responsible to pay for his/her own meals. The
26 Association will collect a monthly assessment to supply basic condiments
27 supporting the employee's meals. There shall be no cost to the District regarding
28 meals.

29
30
31
32
33
34
35
36
37
38

1 **ARTICLE 55 Hours**

2 **A. All-Risk Suppression Personnel**

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

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

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

19 **B. Non-Suppression Personnel**

20
21 The normal work week for employees covered by this agreement shall consist of
22 forty (40) hours per week. However, an employee may request a modified forty
23 (40) hour work week with the District Fire Chief. A modified schedule may only
24 be approved if it is in the interest of the community and to maintain efficiency in
25 the District's operations. The conditions of any modified work schedule must be
26 in writing and signed by the employee, the immediate supervisor, and the District
27 Fire Chief.

28 **C. Fire/Fuels Personnel**

- 29
30 1. Beginning the first pay period of May through the last pay period in October:
- 31 a. Fire/Fuels PERS employees work week shall consist of forty (40) hours
32 per week on two "Modules". One Module shall be Sunday-Wednesday
33 from 0730-1730 and one (1) Module shall be Wednesday-Saturday
34 0730-1730.
- 35
- 36 2. First Pay period in November-the last pay period in April:
- 37 a. Fire/Fuels PERS employees work week shall consist of forty (40) hours
38 per week which shall be Monday-Thursday from 0730-1730. Neither
39 the District nor the Association shall have the ability to flex the forty
40 (40) hour schedule unless mutually agreed to by the District Fire Chief
41 or designee and the Association President or designee. A permanent

1 change to the forty (40) hour schedule may be mutually agreed to by
2 the District Fire Chief and the Association President.

3
4 **D. Shift/Module Reassignment**

5
6 Employees being moved from one shift or module will be given a sixty (60) day
7 notice prior to movement. The Association will be notified via email as
8 addressed in the CBA.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

1 **ARTICLE 56 Safety**

2 **A. Safety Committee**

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

1. In order to address the mutual concerns of the parties on safety matters, the Association and District agree to form a 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 Fire Chief in the following areas:
 - a. Drafting new and revised safety policies and procedures.
 - b. Consider the concerns of and formally recommend corrective action toward personnel safety inquiries.
 - c. Evaluate the root cause of accidents or injuries, based upon the completed reports and investigations, and propose formal conclusions and corrective actions.
2. The Committee shall be composed of five (5) members and one (1) ex officio members as follows:
 - a. Two (2) Association members, including two (2) alternates appointed by the Association President.
 - b. One (1) Safety and Training Captain assigned by the Deputy Chief of 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 president of the East Fork Volunteer Association.
 - e. The Deputy Chief of Training and Safety will serve as an ex officio member of the Committee and as the Chairman in a non-voting capacity.

B. Meetings

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

C. Safety Turnouts and Equipment

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

1 **ARTICLE 57 Shift Trades**

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

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

9 **A. Trade Process:**

10 **1. In-Rank Trades**

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

15 **2. Out of Rank Trades**

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

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

23
24 Responsibility for arrangement for the repayment of such time rests with the
25 employees involved. Traded time will be a contract between employees. The
26 District has no authority to enforce the pay back of owed time between
27 employees.

28 No obligation shall be placed upon the District for repayment of time voluntarily
29 traded or repaid between employees. No obligation, financial or otherwise, shall
30 accrue to the District because of such shift trades. Therefore, hours worked by
31 an employee working a shift as the result of a shift trade shall be excluded from
32 any overtime calculation for FLSA purposes. However, the regularly scheduled
33 employee shall be compensated as if he/she had worked his/her normal
34 schedule for the traded shift for FLSA purposes. Where overtime is required as
35 the result of an employee's inability to fill a shift trade, the employee failing to fill
36 a shift shall have his/her annual or sick leave balance, as appropriate, reduced
37 hour for hour up to twenty-four (24) hours.

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

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

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

- 2 1. No employee on sick leave will be permitted to trade to work for another
3 employee.
4 2. Employee's with less than six months of service shall not be permitted to
5 trade work off, except for education reasons or other extenuating
6 circumstances approved by the District Fire Chief or his/her designee, with
7 the exception of Article 68 (B) (2).
8 3. All trades must involve a minimum duration of one (1) hour.
9

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

- 11 1. Employees must provide proof that they have fulfilled their trade
12 requirements for the District staffing software.
13 2. Employees shall not trade for other commodities other than repayment at
14 their normal rate for the hours the employee worked or for a straight shift-
15 for-shift trade.
16

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

19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

1 **ARTICLE 58 Station Assignments**

2 As set forth in Article 10 (A) (1) and NRS 288 the District has the right to direct,
3 assign or transfer an employee, excluding disciplinary reason. Operational need
4 of the District will always be the first priority.

5 Station rotation/requests will be based on rank seniority when they occur in
6 accordance with the criteria as outlined in Procedure 101.5.

7 **Intent:** Any changes to this procedure will be in consultation with the Association.

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

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

1 **ARTICLE 59** **Reduction in Force**

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

4 **A. Notice**

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

7 **B. Bumping**

8
9 In lieu of being laid off, an employee may elect to demote to any job classification
10 in a lower maximum salary within the same job classification by bumping an
11 employee in that job classification who has lower overall District Seniority. An
12 employee being bumped will be treated as if laid off and will have any bumping
13 rights granted to the employee under this agreement with the District. A decision
14 to bump must be made by the affected employee within fourteen (14) calendar
15 days of notification that they will be laid off.

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

19 **C. Posting**

20
21 The names of permanent and probationary employees laid off will be placed on
22 the reemployment list for thirty-six (36) months. All employees eligible for rehire
23 status must meet all eligibility requirements of the position. Employees will be
24 recalled one at a time in the order in which their names are listed on the
25 reemployment list. Employees will be contacted by certified mail with the offer for
26 reemployment.

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

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

34 **D. Reemployment**

35
36 Employees who are reemployed within thirty-six (36) months after they are laid
37 off will be entitled to the reinstatement of accrued and unused sick leave
38 remaining to their credit at the time of their layoff. Upon reemployment within

1 thirty-six (36) months, the employee will be eligible to accrue sick and annual
2 leave at the same rate as when the layoff occurred (if a sick leave buyback
3 option is exercised at the time of termination, no remaining sick leave accrual will
4 be reinstated).

5 **E. Adjustment to Layoff Process**

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

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

1 **ARTICLE 60 Acting Qualifications**

2 A Firefighter who has completed thirty-six (36) months of employment with the
3 District in the position of Firefighter and has completed the Engineer
4 Development Program shall be allowed to act in the position of Engineer
5 regardless of whether they have taken or passed an Engineer promotional test.
6 Employees will be eligible to start the Engineer Development Program after they
7 have completed twenty-four (24) months of employment with the District.

8 A Firefighter or Engineer who has completed sixty (60) months of employment
9 with the District in the position of Firefighter and/or Engineer and has completed
10 the Officer Development Program shall be allowed to act in the position of
11 Captain regardless of whether they have taken or passed a Captain promotional
12 test. Employees will be eligible to start the Officer Development Program after
13 they have completed forty-eight (48) months of employment with the District.

14 A Captain who has completed twenty-four (24) months with the District in the
15 position of Captain and has completed the Battalion Chief Development Program
16 shall be allowed to act in the position of Battalion Chief regardless of whether
17 they have taken or passed a Battalion Chief promotional test. Employees will be
18 eligible to start the Battalion Chief Development Program after they have
19 completed twelve (12) months in the position of Captain with the District.

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

22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

1 **ARTICLE 61 Probationary Periods**

2 **Initial Probation**

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

8 **Promotional Probation**

9
10 **Suppression:**

11 Upon promotion to a classification of Engineer or Captain, an employee will serve
12 the equivalent of one hundred and twenty (120) shifts worked as a promotional
13 probationary period. The employee may be returned to his/her previous
14 classification and pay following Article 22 with cause.
15

16 **Fuels/Fire Management:**

17 Upon promotion to the classification of Squad/Engine Boss, an employee will
18 serve the equivalent of twenty-six (26) bi-weekly payroll periods of full-time
19 service as a promotion probationary period. The employee may be returned to
20 his/her previous classification and pay following Article 22 with cause.
21

22 **Non-Suppression:**

23 Upon promotion to the classification of Master Fire Mechanic, an employee will
24 serve the equivalent of twenty-six (26) bi-weekly payroll periods of full-time
25 service as a promotion probationary period. The employee may be returned to
26 his/her previous classification and pay following Article 22 with cause.
27

28

29

30

31

32

33

34

35

1 **ARTICLE 62 Promotions**

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

6 **1.** Eligible employees will have the prerequisite certifications and experience for
7 the position being tested including:

- 8 **a.** Completion of forty-eight (48) months employed as a career firefighter with
9 the District to take the promotional exam for Engineer.
- 10 **b.** Completion of seventy-two (72) months employed with the District as a
11 career firefighter or Engineer to take the promotional exam for Captain.
- 12 **c.** Completion of 36 months as a Captain with the District to take the
13 promotional exam for Battalion Chief.
- 14 **d.** The District will not lower the prerequisite certifications and experience if
15 no qualified employee candidates exists.

16
17 **B.** Nothing in this agreement will prohibit the District from hiring an outside applicant
18 for any position if, in the sole discretion of the District Fire Chief, no employee
19 applicant possesses the necessary qualifications, credentials and skills for the
20 position.

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

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

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

37 **D.** Employees wishing to transfer back to their respective position will apply in
38 writing to the Deputy Chief of Operations. Requests in writing for transfer back to
39 their former position will be honored without prejudice as vacancies permit. Such
40 members will assume their former classification at a pay rate as outlined in

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

- 1 Article 22. For a period of twelve (12) months following the date of transfer the
2 employee will not be eligible for promotion to the position they transferred from
3 during this period. This twelve (12) month period shall not be considered
4 probationary.

- 5 E. The Engineer test will be held within the month of May of odd years. All
6 candidates must meet the qualifications on or before April 1st of the testing year.
7 The promotional list will become effective June 1st of the testing year and expires
8 May 31st of the following odd year.

- 9 F. The Captain test will be held within the month of May of even years. All
10 candidates must meet the qualifications on or before April 1st of the testing year.
11 The promotional list will become effective June 1st of the testing year and expires
12 May 31st of the following even year.

- 13 G. The Battalion Chief test will be held within the month of November of even years.
14 All candidates must meet the qualifications on or before October 1st of the testing
15 year. The promotional list will become effective December 1st of the testing year
16 and expires November 30th of the following even year.

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

- 19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

1 ARTICLE 63 Temporary Promotion

2 The District retains the right to temporarily promote an employee to the positions
3 of Engineer, Captain, and Battalion Chief to replace an employee injured/ill, as
4 documented by a treating physician, or who has accepted a light duty
5 assignment, has elected to use Leave Without Pay, or is deployed for military
6 service, and who will be absent for more than twelve (12) full pay periods (the
7 "Absent Employee").

8 The temporary promotion will take effect after the Absent Employee has missed
9 work for three (3) full consecutive pay periods as calculated from the first shift the
10 Absent Employee fails to or is unable to report for duty. No temporary promotion
11 will exceed twelve (12) full pay periods and the employee will be entitled to
12 receive a promotional pay increase under Article 12. The resulting vacancy of
13 the temporary promotion above a subordinate rank may be temporarily filled with
14 a temporary promotion of a qualified individual from the current approved ranked
15 promotional list for the vacant position created with the end goal being the lowest
16 vacancy is filled by a Floater. If there is no available Floater then the temporary
17 promotion will be to the rank of the initial vacancy only.

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

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

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

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

37
38
39
40

1 **ARTICLE 64 Seniority**

2 **A. Types of Seniority**

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

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

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

- 2. Rank Seniority will be determined by the following criteria:
 - a. An employee's Rank Seniority will be determined based upon the date an employee is hired, transferred, or promoted into the rank in which they hold.
 - b. For the purpose 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, or transfers back to a position in another division, will be placed within that lower rank, or positions seniority list, based upon the date in which they would have originally qualified for placement in that rank. If any ties exist, the above procedure will be used to determine seniority.
 - d. Rank seniority will be used for all operational or other needs of the District, i.e. annual station rotations/requests, open positions, shift movement or requests or a request by the District due to operational need.

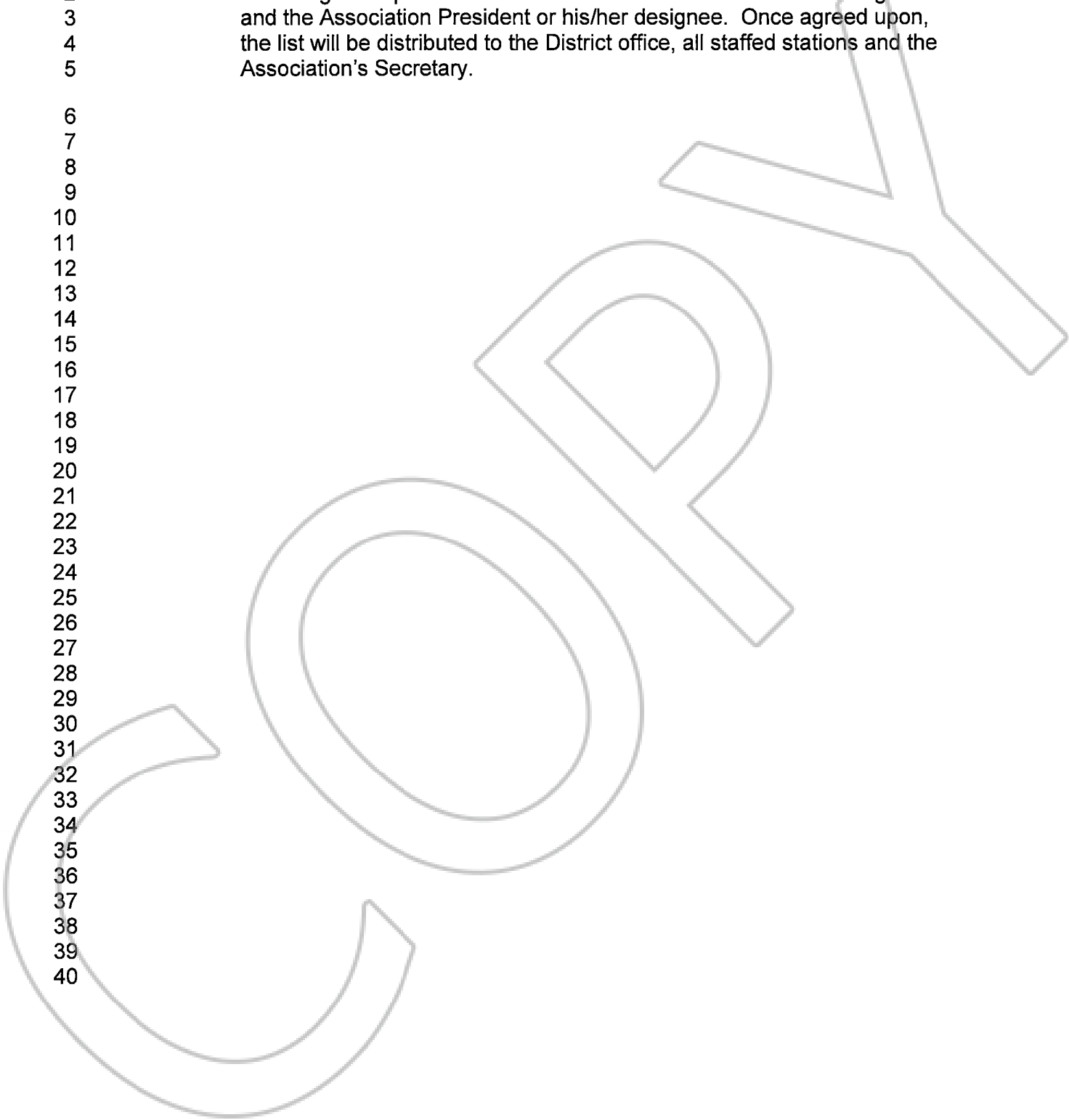
B. Seniority List

- 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.

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

- 1 2. The list will be updated upon any changes within seniority. The changes
- 2 will be agreed upon between the District Fire Chief or his/her designee
- 3 and the Association President or his/her designee. Once agreed upon,
- 4 the list will be distributed to the District office, all staffed stations and the
- 5 Association's Secretary.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40



1 **ARTICLE 65 Employee Relations Liaison**

2 The Association will provide a liaison to work with the District's Director of
3 Administrative Services or designee. The liaison will be appointed by the
4 Association president. The duties of the liaison will include assisting with the
5 coordination of payroll related matters, employee relations, benefits
6 management, time and attendance management, retirement of Association
7 members, or additional tasks as directed by the Director of Administrative
8 Services or designee. The District will bear the cost of any training that is
9 considered necessary by the District's Director of Administrative Services. Only
10 Training time, as designated in Telestaff, will be used for approved training.

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

1 **ARTICLE 66 Replacement of Personal Property**

2 **Lost, Stolen or Destroyed**
3

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

12 **Replacement Cost Limits**
13

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

17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

1 **ARTICLE 67 Station Habitability Committee**

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

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

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

11 **Reopener:** There shall be a reopener for this article in FY 23/24.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

ARTICLE 68 Lateral Transfers Firefighter/Paramedic

A. Eligibility Requirements for Lateral Firefighter/Paramedic Transfers

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

1. The applicant must be currently employed in a position requiring the employee to perform the equivalent duties of a District Firefighter/Paramedic or have been employed in such a position within the past twelve (12) months by a recognized fire agency that provides Advanced Life Support (ALS) care.
2. Must have a minimum of two (2) full years of employment as a full-time career Firefighter/Paramedic.
3. Must complete a Fire District Employment Application.
4. Must have completed a fire academy equivalent to the Carson City Regional Fire Academy and as reviewed and approved by an Academy Curriculum Review Committee composed of three Regional Training Officers (RTO) and the Deputy Fire Chief of Training and Safety.
5. Successfully pass an oral review board, composed of four (4) Association members including at least one (1) Firefighter/Paramedic and one (1) Captain, and the District Fire Chief or his/her designee.
6. Successfully pass the District's established EMS skills for Firefighter/Paramedic prior to being offered the position of Firefighter/Paramedic.
7. Successfully pass the District's established fire skills test based on current probationary Firefighter job sheets, prior to being offered the position of Firefighter/Paramedic.

B. Lateral Firefighter/Paramedic Probation

1. Newly hired lateral fire suppression employees will spend a minimum of eighty (80) hours, as a forty (40) hour work week employee, to gain administrative, human resource and operational knowledge prior to being assigned to a unit in a safety sensitive position.
2. No probationary employee will be eligible for voluntary or forced overtime or shift trades until the employee has completed EMS and fire related core competencies as determined by the District. The core competencies must be achieved within the first thirty (30) shifts worked after being assigned as a fifty-six (56) hour employee.
3. To be eligible for promotional opportunities, Lateral Transfers must meet the same full-time career fire suppression and EMS experience requirements at East Fork Fire Protection District as other District employees.
4. Lateral Transfers will serve an initial probation as set forth in Article 61.
5. Once Lateral Transfers have passed their core competencies as established by the District, they will then be eligible to use Annual Leave and participate in trades.

C. Lateral Firefighter/Paramedic Pay

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

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

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

1 **ARTICLE 69** **Paramedic**

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

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

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

19 In the event that the recruitments and selection process do not yield qualified
20 Firefighter/Paramedic applicants based on the District's evaluation process, the
21 parties agree the District has the unconditional right to recruit and hire
22 Firefighter/Advanced EMT's or Firefighter/EMT Basics.

23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

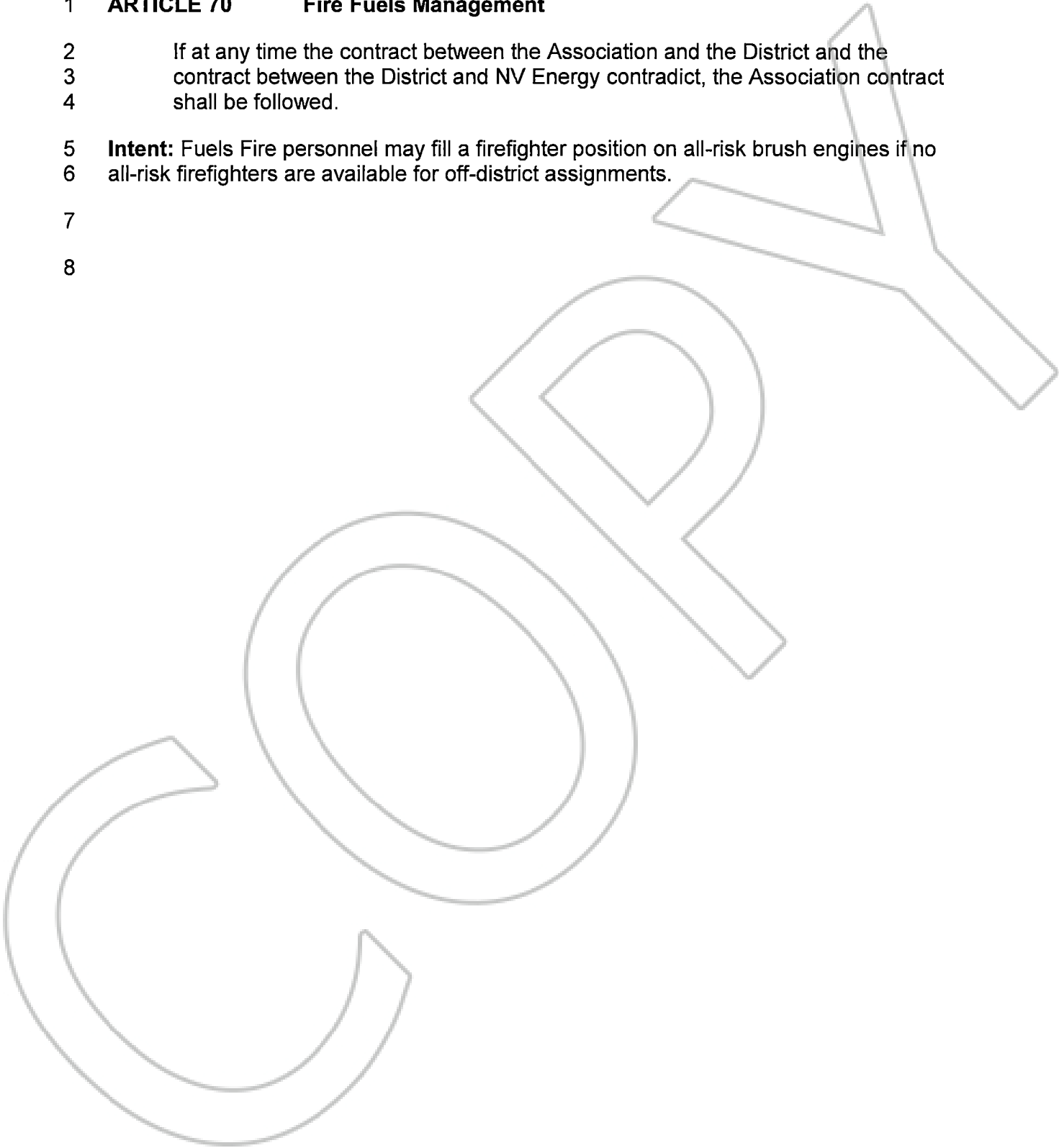
1 **ARTICLE 70** **Fire Fuels Management**

2 If at any time the contract between the Association and the District and the
3 contract between the District and NV Energy contradict, the Association contract
4 shall be followed.

5 **Intent:** Fuels Fire personnel may fill a firefighter position on all-risk brush engines if no
6 all-risk firefighters are available for off-district assignments.

7

8



1 **ARTICLE 71 Fire Academy**

2 Every all-risk fire suppression employee must successfully complete the Carson
3 City Regional Fire Academy ("Regional Academy") after being hired and before
4 being assigned to suppression duties as a 56-hour employee. If an employee
5 does not successfully complete the Regional Academy, their employment will be
6 terminated.

- 7
- 8 **A.** In addition to the required Regional Academy training, all newly hired fire
9 suppression employees will spend a minimum of 80 hours, as a 40-hour
10 work week employee, to gain administrative, human resource and
11 operational knowledge prior to being assigned to a unit in a safety
12 sensitive position.
- 13 **B.** A probationary employee will not be put in a safety sensitive position until
14 approved by his or her Captain, Training and Safety Captain, Battalion
15 Chief, and Deputy Chief of Operations.
- 16 **C.** No initial probationary employee will be eligible for voluntary or forced
17 overtime or shift trades until the employee has completed EMS and fire
18 related core competencies. The core competencies must be achieved
19 within the first thirty (30) shifts worked after being assigned as a 56-hour
20 employee.

21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

1 **APPENDIX A Classifications**

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

5 **A. All Risk/Suppression Classification**

- 6 1. Fire Captain
- 7 2. Engineer
- 8 3. Firefighter/Paramedic
- 9 4. Firefighter/EMT-Advanced
- 10 5. Firefighter/EMT-Basic
- 11 6. Firefighter/Trainee

12
13 **B. Prevention Classification**

- 14 1. Fire Captain/Investigator
- 15 2. Fire Inspector

16
17 **C. Support Classification**

- 18 1. Fire Master Mechanic/Equipment Technician
- 19 2. Fire Mechanic/Equipment Technician

20
21 **D. Fuels/Fire Classification**

- 22 1. Fuels Management Fire Squad/Engine Boss
- 23 2. Fuels Management Fire Crew Member

24
25

1 **APPENDIX B Employee Development/Performance Program**

2 **East Fork Fire Protection District**
3 **Employee Development/Performance Program (EDPP)**

4
5 **Theory of Employee Development/Performance Program**

6
7 Discipline is the most difficult and unpleasant experience of work. Few
8 employees enjoy being the focus of a disciplinary action, and few supervisors
9 enjoy taking disciplinary action against an employee.

10
11 For most people, the only discipline that will be required during their working
12 careers comes from the informal interaction they have with their supervisor.
13 Informal resolution is best accomplished when supervisors adequately explain
14 expectations and:

- 15
16 • Utilize effective **coaching** techniques.
17 • Ensure employees receive a sufficient level of **training**.
18 • Remove **obstacles** that interfere with success.
19 • Provide timely **feedback**.
20 • Arrange for **consequences** based on performance.

21
22 It is a fact that some employees, at least once in their career, will have a problem
23 that must be dealt with. If the employee is treated as a professional who must
24 solve the problem, the employee is more likely to respond positively and will
25 solve the problem. It is also a fact that supervisors and employees can resolve
26 the majority of all problems informally.

27
28 Employees contribute to informal resolution by:

- 29
30 • Taking responsibility for the elimination of problems.
31 • Acknowledging that the willful failure to take responsibility may result in
32 discipline.

33
34 When it is determined that an employee is unwilling to solve a problem,
35 management is placed into a difficult situation. Placing the responsibility for
36 eliminating the problem squarely on the shoulders of the employee is often the
37 only solution. Discipline is the compelling tool used to enforce that responsibility.
38 Failure by an employee to correct a problem results in discipline.

39
40 It is the underlying theory of the EDPP that when supervisors and employees
41 work together, most problems can be resolved informally without having to resort
42 to formal disciplinary measures. Thus, EDPP consists of two parts, involving
43 informal and formal processes.

44
45

1 **Employee Development and Performance Program is a Two-Part Process**

2 The “**Informal Process**” involves techniques that are utilized to:

- 3
4 • Increase motivation and development.
5 • Prevent problems from developing.
6 • Ensure responsibility is not ignored.
7 • Discover mutually acceptable solutions to problems that do arise.

8
9 The “**Formal Process**” involves progressive disciplinary action, and occurs
10 when:

- 11
12 • Attempts to resolve a problem informally fail.
13 • An employee is not taking responsibility to correct problems.
14 • Problems are of an immediate and serious nature and therefore cannot be
15 dealt with informally.

16
17 **What is a Problem?**

18
19 A problem can be defined as the difference between a management expectation
20 and an employee's success in meeting that expectation. Problems vary, but can
21 generally be assigned to one of three distinct categories: Conduct, Attendance,
22 or Performance. Each category is defined and examples are provided.

23
24 **In each case, these are examples only. They are in no way intended to be**
25 **all-inclusive for the category.**

26
27 **CONDUCT:** Conduct is a mode or standard of personal behavior. It is how a
28 person acts or carries him or herself and how that person interacts with those
29 around him or her. It is more closely related to personal behaviors than to
30 performance of job tasks. Examples of poor conduct include:

31
32 **Insubordination**

- 33 • Defiance of authority.
34 • Willful failure to do an assigned job or obey an order.

35
36 **Alcohol or controlled substances**

- 37 • Reporting to work under the influence of or use of alcohol while on duty.
38 • Using or selling controlled substances.

39
40 **Fighting**

- 41 • An argument between parties, provoked or unprovoked, that is disruptive to
42 others or the public.
43 • A hostile encounter between parties resulting in physical combat.

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

1 **Threatening or striking another person**

- 2 • Uttering an expression or intention to inflict harm to another person.
3 • Physically attacking or inflicting bodily harm to another person.

4
5 **Dishonesty**

- 6 • Falsifying personnel documents.
7 • Falsification of EFFPD records or incident reports.
8 • Lying.

9
10 **Theft**

- 11 • Engaging or conspiring in the theft of City property or supplies.
12 • Theft of the personal property of others.

13
14 **Misconduct**

- 15 • Indulging in boisterous conduct or obscene language in public view.
16 • Engaging in illegal activities, on duty or off duty.
17 • Inappropriate comments or slurs that may be deemed discriminatory or that
18 create a hostile work environment.
19 • Violation of District Policies, Rules and Regulations, or engaging in other
20 activities disapproved by the department as stated in writing.

21
22 **Attendance:** Attendance relates not only to the ability of a person to arrive at
23 work at the start of their scheduled shift, but also to be present at assigned
24 locations throughout the shift. Examples of attendance problems include:

25
26 **Tardiness**

- 27 • Failure to report to work at the beginning of a shift, regardless of last-minute
28 unapproved trades.
29 • Failure to transfer from station to station or to an assignment in a timely
30 manner.

31
32 **Absenteeism**

- 33 • Failure to notify supervisor of emergency absenteeism prior to the start of the
34 work shift.
35 • Failure to call in on scheduled work day (no call/no show).
36 • Failure to arrive at work after calling in late.
37 • Failure to report to work at the conclusion of approved leave.

38
39 **Abandonment**

- 40 • Leaving the station, unit, or assigned work location without supervisor
41 approval.
42 • Leaving the scene of an emergency incident without supervisor approval.

43
44 **Performance:** Performance refers to a person's ability to do satisfactory and
45 competent work. Failure to follow established policies or rules and failure to
46 meet performance standards are among the most common problems associated

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

1 with performance. The former is within the power of a person to control, and
2 may, therefore, logically result in discipline. Examples of performance problems
3 include:

4
5 **Appearance**

- 6 • Failure to wear approved uniforms on duty.
- 7 • Wearing uniforms beyond their acceptable appearance.
- 8 • Failure to maintain a professional image on duty.
- 9 • Failure to maintain appearance within the guidelines of the EFFPD policies &
10 Procedures.

11
12 **Safety**

- 13 • Engaging in acts, which expose any person to potential injury.
- 14 • Failure to use safety equipment provided by the EFFPD where appropriate.
- 15 • Failure to follow safety guidelines as prescribed by the EFFPD Policies &
16 Procedures, Rules and Regulations, and Administrative Directives.

17
18 **Performance of Duties**

- 19 • Poor performance of routine and/or emergency duties or assignments.
- 20 • Poor performance while in a training or evaluation setting.
- 21 • Fails or is slow in reporting for emergency or non-emergency duties and
22 functions.
- 23 • Fails to follow direction given by a supervisor or instructor.

24
25 **Complex Problems**

26
27 Although problems are generally assigned to one of three categories, it is
28 essential to remember that problems often involve factors that overlap into two,
29 or even all three categories. For instance, a tardy employee who threatens the
30 supervisor when confronted has demonstrated problems in two categories:
31 Attendance and Conduct. As a result, that employee may receive discipline in
32 two or more categories. Supervisors must remember that it is important to
33 consider an employee's overall success in meeting expectations.

34
35 **Which Process Do I Use?**

36
37 When a problem initially arises, the first question usually asked is: Should there
38 be an attempt to resolve this problem informally, or does the problem warrant
39 formal discipline? The answer to that question cannot be decided until the
40 supervisor gathers some basic information concerning the problem.

- 41
42 • Was there negative action or negligence on the part of the employee that is
43 intentional?
- 44 • Did the action or negligence involve a breach of safety or honesty, or have a
45 negative impact on operations?
- 46 • Was the action or negligence a violation of policy?

1 **Information Gathering**

2
3 Information gathering is a fact-finding mission, and the more time and effort put
4 into finding out the facts, the easier the rest of the process will be. Information
5 gathering usually starts as a conversation between the employee and supervisor
6 to get a general idea of what happened. The supervisor should:

- 7
8 • Offer Association representation.
9 • Ask as many questions as needed to get the whole picture.
10 • Talk to co-workers, employees on other shifts, or anyone else with knowledge
11 about the incident.
12 • Make a personal observation of any physical items involved.
13 • Listen attentively to what all parties have to say.
14 • Keep an open mind.

15
16 After all necessary information has been gathered; the supervisor should decide
17 whether the problem could be handled by applying the Informal or Formal
18 Process.

19
20 **The Informal Process**

21
22 The underlying goal of the Informal Process is to prevent problems from
23 developing and to quickly eliminate problems that do arise. Six strategies and
24 techniques have been determined to be important components of an effective
25 Employee Development and Performance Program, especially a program that
26 places a great deal of importance on supervisor and employee responsibility.
27 When these strategies and techniques are properly utilized, supervisors should
28 have very few discipline problems. When a problem is first identified, the
29 supervisor and employee attempt to resolve it through these six strategies:

- 30
31 • Developmental Coaching
32 • The application of Training
33 • The removal of Obstacles
34 • The timely delivery of Feedback
35 • The arranging of Consequences
36 • Provide Counseling

37
38 **Coaching**

39
40 Coaching is an informal, often times spontaneous discussion designed to assist
41 an employee in developing knowledge, skills, and abilities. It is the everyday
42 interaction between supervisor and employee that leads to employee
43 development.

44
45 Praise and encouragement are the most effective coaching tools. They enable
46 the supervisory coach to define exactly what he/she expects in a positive way. A

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

1 good coach tries to be a "people developer" and you can't develop people by
2 tearing them down.

3
4 There are several coaching actions that can contribute to effective supervision:

- 5
6
- 7 • Provide employee with positive feedback.
 - 8 • When you have to criticize, focus on the problem, not the individual's personality.
 - 9 • Give employees both positive and negative feedback.
 - 10 • Build and maintain strong relationships with employees.
 - 11 • Confront employees with problems in their performance.
 - 12 • Use active listening skills.
 - 13 • Listen more than you talk.
- 14

15 As an effective supervisor, you will need to know what to coach and when to
16 coach. Generally, you will need to assume the role of coach when a member of
17 your work team does not know how to do an assigned task, performs a job
18 incorrectly, or does not perform to prescribed standards.

19
20 Generally, if the performance problem is one of attitude or motivation, you may
21 need to counsel the employee.

22
23 Once you identify an area that requires coaching, either through direct
24 observation or an employee's direct request for help, you can develop a coaching
25 plan. Elements of a plan may include:

- 26
- 27 • Let employees know what is expected of them by clearly defined standards and job responsibilities. Develop a work plan with agreed upon tasks and completion dates.
 - 28 • Let employees know how they are doing through positive and negative feedback, evaluation of performance, and documentation of strengths and weaknesses.
 - 29 • Mutually develop a plan for improvement. Monitor progress in areas that need strengthening and suggest and provide appropriate training. Recognize and praise performance improvement.
 - 30 • Remember the principles of effective communication.
- 31
32
33
34
35
36
37

38 **Theory:** If an employee seeks assistance in resolving a problem, there is a
39 chance that the problem can readily be resolved. If a person does not recognize
40 that a problem exists, that person will have no reason to change his or her
41 behavior.

42
43
44
45
46

1 **Guidelines for Effective Coaching:**

- 2
- 3 • Resolutions should be discussed in terms of what is desired by the Fire
- 4 District.
- 5 • Employee's comments or reactions should be encouraged.
- 6 • The supervisor should provide a rationale for policies or rules in question.
- 7 • All persons involved should listen carefully. A tip to assist in the
- 8 communication process is to re-state what is heard to ensure adequate
- 9 understanding.
- 10 • Commitments to change should be sought, and the door should be kept open
- 11 for future discussions about the problem.
- 12 • Supervisors should express confidence in the employee's ability to improve.
- 13 • Coaching sessions should end on a positive note.

14

15 **Training**

16

17 Training employees for their jobs and developing their skills and abilities are

18 important responsibilities of the supervisor. Part of your job will be to create a

19 climate for learning by endorsing training activities, encouraging employees to

20 take advantage of them, and helping them in every way to grow on the job.

21

22 Training consists of activities designed to provide employees with the knowledge,

23 skills, and abilities required to do the job properly. Training usually takes place in

24 a structured format with pre-established objectives. Problems can arise when

25 employees are not provided with an appropriate level of training. When this

26 occurs, attempts to resolve the problem any other way would be unsuccessful.

27 Training deficiencies may be identified during Coaching sessions, or the

28 supervisor may have to make a more thorough inquiry into the employee's

29 training history.

30

31 **Theory:** If an employee lacks the necessary knowledge, skills, or abilities,

32 he/she will be unable to perform effectively.

33

34 **Guidelines for Effective Training:**

- 35
- 36 • Supervisors who believe that a lack of training may be contributing to a
- 37 problem should ensure that job requirements haven't changed since the
- 38 employee was initially trained and that the employee has received appropriate
- 39 training in all elements of the job.
- 40 • Any deficiency in training should be addressed by providing the employee
- 41 with the training needed.
- 42 • The supervisor should monitor the employee's performance to determine if
- 43 the training was successful.
- 44
- 45
- 46

1 **Obstacles**

2
3 Removing obstacles involves ensuring the employee has the time, tools,
4 equipment, and proper direction required to do the job. It may involve
5 determining if anything outside of the supervisor's immediate attention prevents
6 the employee from doing the job properly. Removing obstacles means that it is
7 important to look below the surface. Again, problems in this area may be
8 identified during Coaching sessions. Supervisors should be sensitive to
9 concerns and issues relating to the employee's personal situation. Should the
10 supervisor identify personal issues relating to performance, the utilization of the
11 Employee Assistance Program (EAP) is encouraged.

12
13 **Theory:** If a person does not have the time, tools, or equipment needed to do a
14 job, receives conflicting instructions, or has serious personal problems that
15 interfere with doing the job, that person will be unable to do the job properly.

16
17 **Guidelines for removing Obstacles:**

- 18
19
 - 20 • Supervisors should ensure the employee has the time, tools, and equipment
21 required to do the job properly.
 - 22 • Determine if anything, either from within the organization or from outside of
23 the organization, is preventing the employee from doing the job right.
 - 24 • Determine that specific actions have been taken to remove known obstacles.

25 **Feedback**

26
27 Supervisors should give employees feedback to tell them how they are doing.
28 Feedback can be used to discipline, correct, inform, or praise the performance of
29 employees.

30
31 Many supervisors mistakenly assume that employees know both how well they
32 are doing and how well their supervisor thinks they are doing. It is the
33 supervisor's responsibility to tell employees about their performance through
34 feedback.

35
36 Giving feedback to all employees - good and poor – is important. If we offer
37 feedback just to poor performers, we ignore the needs of good employees who
38 should be recognized for their efforts. Giving positive feedback is worth a
39 supervisor's time. By not correcting less productive performers through feedback
40 you may be implying that you are pleased with their performance.

41
42 Feedback is the act of providing specific qualitative and/or quantitative
43 information about conduct, attendance or performance, in relation to a given
44 standard or goal. For example, when a problem arises, the supervisor may elect
45 to Coach the employee as a method of informal resolution. If the problem does
46 not go away at that point, the supervisor should provide timely feedback on the

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

1 employee's success or failure at resolving the problem. Otherwise, the problem
2 may not go away or may become worse.

3
4 **Theory:** If a person does not know exactly how well or how poorly he/she is
5 doing, there is no way his or her performance can be improved. Regular, short-
6 term feedback is essential.

7
8 **Guidelines for Effective Feedback:**

9
10 Supervisors should evaluate the following questions:

- 11
12
 - Does the employee know exactly how well he/she is doing?
 - Does the employee get regular, short-term feedback about job performance?
 - Have expectations been clearly identified with the employee?

13
14
15
16 **Consequences**

17
18 Arranging consequences consists of ensuring it actually does make a difference,
19 both to the employee and the organization, that a job is done and done correctly.

20
21 **Theory:** If an employee determines that it actually doesn't matter if the job is
22 done correctly, or if the consequences of doing a job properly or quickly are
23 unpleasant, ultimately, he/she will stop doing it correctly. For example: Does
24 doing the job properly or quickly result in additional work for the employee?

25
26 **Guidelines for arranging Consequences**

27
28 Supervisors should evaluate the following questions:

- 29
30
 - What differences does it make to the employee if he/she performs as he/she
 - 31 is supposed to? Are employees motivated to do the right thing?
 - 32 • What happens when the employee does the job poorly or fails to do it at all?

33
34 **Counseling**

35
36 Counseling is a serious discussion between a supervisor and an employee
37 designed to correct employee problems. Counseling is planned, has a specific
38 purpose, and is intended to result in a specific action(s). When the supervisor
39 identifies a problem that requires more than a coaching session or determines
40 that coaching has failed to resolve a problem, he/she should plan to conduct a
41 Counseling Session with the employee.

42
43 **Counseling Procedure:**

44
45 Once the supervisor has decided to counsel an employee, the next level
46 supervisor will be contacted and informed of the proposed counseling. For

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

1 example, the Captain will contact the Battalion Chief. The Battalion Chief or next
2 level supervisor will confirm the counseling recommendation by:

- 3
- 4 • Comparing the counseling against the employee's disciplinary matrix.
- 5 • Determine whether or not the counseling conforms to the discipline process
- 6 and is consistent with previous decisions in similar circumstances.
- 7

8 If the Battalion Chief or next level supervisor confirms the counseling
9 recommendation a Counseling session should be performed and documented
10 using the EFFPD Counseling form (Form A). A copy of the form will be given to
11 the employee, the Captain or next level supervisor will maintain a copy for 6
12 months, and the Battalion Chief will enter the counseling session into the
13 disciplinary matrix (**this is informal**).

14
15 If the employee's disciplinary history will not allow counseling or if it is determined
16 that previous similar circumstances have resulted in formal discipline, the
17 Captain or supervisor and the Battalion Chief or next level supervisor will move to
18 the Formal Discipline Process and conduct an Investigative Interview.

19
20 **Theory:** Counseling is designed to assist an employee in eliminating a problem
21 so that formal discipline will not be necessary.

22
23 **Guidelines for Effective Counseling:**

24
25 **The guidelines for effective counseling are similar to those for effective**
26 **coaching. However, supervisors are encouraged to consider the use of**
27 **privacy, appropriate communication techniques, and overall tone of**
28 **discussion to differentiate a counseling session from a coaching session.**
29 **Counseling sessions should end on a positive, yet serious note.**

- 30
- 31 • Problems should be stated in terms of desired versus actual conduct,
- 32 attendance, or performance.
- 33 • The employee should be encouraged to provide comments or reactions.
- 34 • The supervisor should provide a rationale for policies or rules violated.
- 35 • All persons involved should listen carefully. A tip to assist in the
- 36 communication process is to re-state what is heard to ensure adequate
- 37 understanding.
- 38 • Commitments to change should be sought and the door should be kept open
- 39 for future discussions about the problem.
- 40 • Necessary changes and appropriate time frames for compliance should be
- 41 explained so that employees are aware of specific actions required of them.
- 42 • Supervisors should express a confidence in the employee's ability to improve.
- 43 • Counseling sessions should end on a positive yet serious note.
- 44
- 45
- 46

1 **Summary**

2
3 Supervisors should integrate the use of informal techniques into their everyday
4 management style. If they do so, they will see a decline in the number of
5 problems they must address. The use of informal techniques should become
6 second nature.

7
8 Attention to the six strategies or techniques by the supervisor is an important
9 step to assist the employee in eliminating a problem. It can then be more easily
10 determined when a problem persists, that the employee has not taken enough
11 responsibility upon himself or herself to eliminate the problem.

12
13 Employees who do not respond to informal resolution techniques compel the
14 supervisor to consider formal disciplinary action. This action moves us to the
15 formal discipline process.

16
17 **The Formal Process**

18
19 The Formal Process occurs as a result of either a failure of the Informal Process
20 to eliminate a problem, or as an immediate response to a serious problem that
21 could not have been dealt with informally. A decision to use the Formal Process
22 begins after the supervisor completes his/her information gathering and conducts
23 a review of all informal steps that may have been taken. Once a decision to use
24 the formal process is reached, the Supervisor will continue the process with the
25 next level supervisor. For example, the Captain will proceed with the Battalion
26 Chief.

27
28 The Formal Process consists of:

- 29
30 • Preparing and conducting an Investigative Interview.
31 • Utilizing the decision-making process in regards to discipline.
32 • Preparing and conducting an Administrative Hearing, if applicable.
33 • Documentation.

34
35 **Preparing for an Investigative Interview**

36
37 Disciplinary actions should follow the offense as soon as reasonably possible
38 and offenses must not be allowed to build up before action is taken. Before
39 meeting with an employee to discuss a problem that may lead to discipline, the
40 supervisors should take the time to prepare. The basic steps of preparation
41 include:

- 42
43 1. Gathering information concerning the incident or violation to justify the
44 potential for formal discipline. The goal is to gather enough information to
45 ensure that the incident can be adequately addressed.

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

- 1 2. Reviewing notes from the information gathering process or documents from
2 previous efforts at resolving the problem. **If any information suggests that**
3 **the incident may be criminal in nature, the investigation or violation**
4 **shall be immediately referred to the District Fire Chief or designee. If it**
5 **is determined that the incident may be in violation of the EFFPD**
6 **Harassment Policy (sexual, racial, workplace violence, etc.) it shall be**
7 **referred to the District Fire Chief or designee, then forwarded to the**
8 **Director of Administrative Services or designee.**
- 9 3. Preparing an agenda outlining major points to be covered in the meeting.
- 10 4. Providing the employee with notification of the meeting location, date, and
11 time.
- 12 5. Ensuring that the employee has time to secure Association representation.

13
14 Once the steps taken to prepare are complete, the supervisors will then meet
15 with the employee to discuss the problem. This is known as an Investigative
16 Interview.

17
18 **Conducting an Investigative Interview**

19
20 The Investigative Interview is a formal meeting in which the supervisor and the
21 Battalion Chief or next level supervisor and employee discuss the problem at
22 hand. The supervisors identify the problem and discuss facts, evidence, etc.,
23 obtained during the information gathering phase. Section I of the EFFPD
24 Disciplinary Action Form (Form B) is completed to document the Investigative
25 Interview

26
27 During the Investigative Interview, the employee must be compelled to answer
28 questions and is afforded the opportunity to provide an explanation.

29
30 The Investigative Interview should be conducted by the immediate supervisor
31 and the Battalion Chief or may be conducted by the District Fire Chief and/or
32 his/her designee, depending upon the nature and seriousness of the event
33 leading to the meeting. Important points to remember during any meeting
34 between supervisors and employees are:

35
36 **Privacy:** Meetings should always be held in private. When problems are
37 discussed openly in front of others, people tend to become defensive and try to
38 save face.

39
40 **Listen:** An effective meeting is a two-way conversation, not a lecture. The
41 supervisor should remember that the employee may have a valid reason for what
42 he/she did, or the employee may not know that he/she violated a rule.

43
44 **Tone:** The tone of this meeting should be neutral.

45

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

1 **Use the Golden Rule:** Individuals who become involved in this process are still
2 dignified human beings and should be treated as such. Treat others as you
3 would want to be treated if the roles were reversed.
4

5 **Feedback:** Any actions or non-action shall be communicated to the employee
6 within fifteen (15) calendar days.
7

8 **Making a Decision in Regards to Discipline**
9

10 Once a Captain or supervisor and the Battalion Chief or the next level supervisor
11 has conducted an Investigative Interview and has considered any response the
12 employee may offer, the information from the Investigative Interview will be given
13 to the District Fire Chief or designee, and a decision regarding formal action must
14 be made. An initial evaluation of whether disciplinary action is appropriate
15 involves the supervisors asking certain questions. These questions are intended
16 to provide a remedial check on supervisory strategies:
17

- 18 • Is there sufficient evidence that the employee violated a rule or procedure?
19 • Can I demonstrate that the employee understood a rule/policy that was
20 violated?
21 • Can I demonstrate that the employee knew in advance that such behavior
22 would be subject to disciplinary action?
23 • Can I demonstrate that the rule violated was reasonably related to the safe,
24 efficient, and orderly operation of the organization?
25 • Can I demonstrate that the employee committed an intentional act or
26 omission?
27

28 After answering these questions, the supervisor should then utilize the
29 Disciplinary Algorithm.
30

31 **Disciplinary Algorithm**
32

33 The Disciplinary Algorithm is a tool that assists supervisors in determining the
34 appropriate level of discipline to apply. The Disciplinary Algorithm prompts the
35 supervisor by asking questions that are designed to help determine the degree of
36 seriousness of the offense and the impact of the offense upon the Fire District.
37

38 When the supervisor applies the circumstances of the offense to the Disciplinary
39 Algorithm, he/she will be led to an appropriate range of disciplinary actions. The
40 supervisor should select the lowest action necessary to compel the employee to
41 take responsibility for eliminating the problem.
42

43 The Disciplinary Algorithm is designed to assist a supervisor in reaching a
44 reasonable recommendation based solely upon the merits of the case at hand.
45 The Disciplinary Algorithm requires the supervisor to consider three very
46 important factors: **safety, honesty,** and if there has been a **negative impact** on

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

1 Fire District operations. Determining where the infraction falls in relation to these
2 three queries will help the supervisors to remain consistent throughout the
3 decision-making process.
4

5 **Safety**
6

7 It is incumbent upon the East Fork Fire Protection District and each employee to
8 provide as safe a working environment as possible. Safety is one of the most
9 serious considerations that must be addressed by the supervisor.
10

11 **Theory:** Safety is of paramount importance; therefore, safety rules and policies
12 must be closely monitored.
13

14 **Questions to Ask:** Supervisors must determine the following:
15

- 16 • Does the employee's action result in a potential threat to the safety of other
17 personnel or oneself?
- 18 • Does the employee's absence result in a potential threat to the safety of
19 personnel or operations?
- 20 • Was there willful or intentional disregard for a safety rule or policy, which was
21 known to the employee?
22

23 **Honesty**
24

25 Honesty and integrity are two of the most important characteristics of employees
26 who are given the trust of the public and their fellow employees and are therefore
27 taken very seriously.
28

29 **Theory:** A working environment where employees cannot be trusted is a
30 destructive one. Dishonesty or lack of integrity cannot be tolerated in any work
31 environment.
32

33 **Questions to Ask:** Supervisors should evaluate the following questions:
34

- 35 • Does the infraction or explanation of the infraction involve dishonesty or
36 untrue statements?
- 37 • Is there sufficient evidence of dishonesty or witnesses who lead to doubt the
38 employee's honesty?
- 39 • Does the infraction involve theft, and is there sufficient proof of employee
40 involvement?
- 41 • Do the facts or evidence support the employee's account or explanation?
42
43

44 **Negative Impact**
45
46

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

1 Although all infractions impact day-to-day operations in one way or another, the
2 supervisor must consider which of these presents an overall negative impact on
3 the department. Negative impact relates to the districts inability to quickly
4 recover from the costs or ramifications resulting from the employee's infraction.
5

6 **Theory:** Since the Fire District is a publicly funded, service-oriented
7 organization; its operations are constantly scrutinized. Infractions, which result in
8 undue costs or embarrassment to the department, are counterproductive to the
9 success of the Fire District's overall mission.

10
11 **Questions to Ask:** The supervisor should evaluate the following items:

- 12
13 • Did the employee's actions have a negative impact on Fire District
14 operations?
15 • Did the employee's actions cause the Fire District loss of time, undue cost,
16 serious liability exposure, or potential liability?
17 • Does the action bring negative attention to the Fire District?
18

19 Once the above-mentioned items have been considered, the supervisor must
20 determine the severity of the infraction. Was this a minor or major infraction?
21

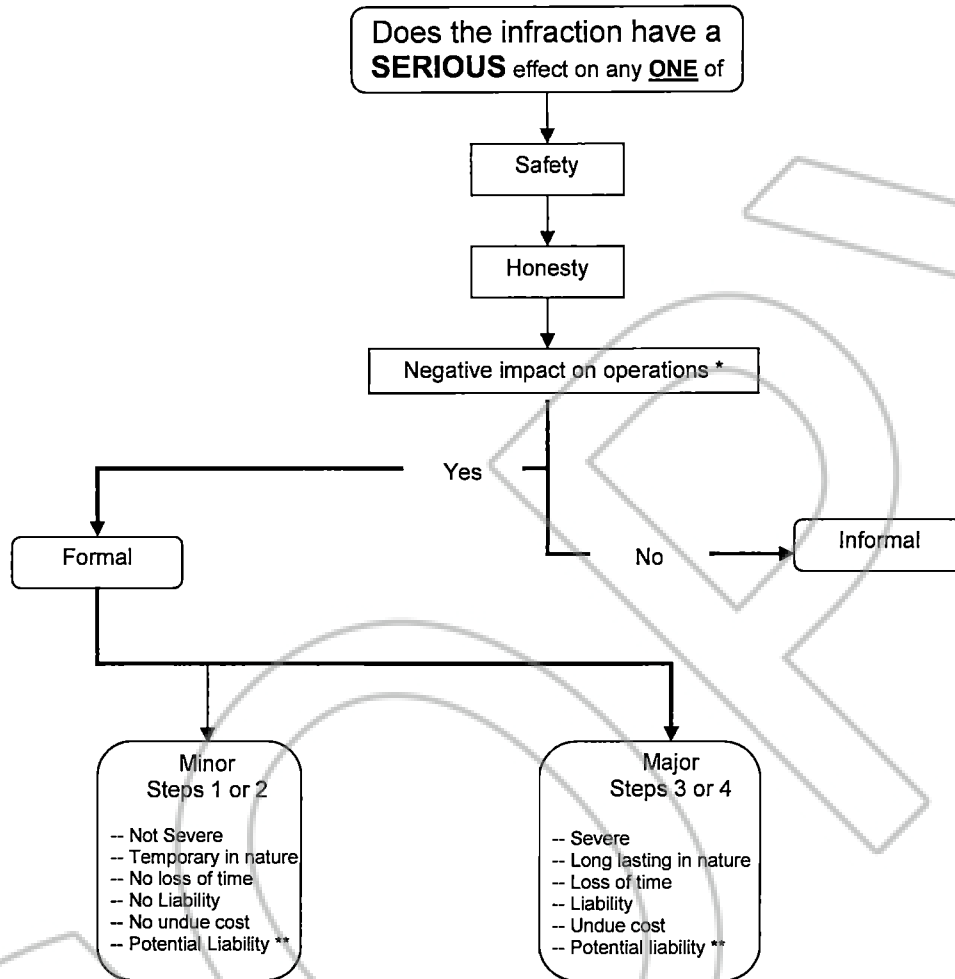
22 A minor infraction is usually not severe, is temporary in nature, and does not
23 result in undue cost or liability/potential liability to the Fire District.
24

25 A major infraction is usually severe, long lasting, or results in undue costs or
26 liability/potential liability to the Fire District.
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

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

1
2
3

DISCIPLINARY ALGORITHM



4
5
6
7

* Injury, cost, damage to public image or negative impact on operations

** If intervention had not occurred the infraction could have caused bodily injury or high cost to the Fire District.

1 **Disciplinary Action Steps**

2
3 There are four progressive steps of disciplinary action in the Formal Process.
4 They are:

5
6 **Step 1:** A Step 1 action places an employee on written notice by the supervisor
7 that failure to correct a problem could lead to more serious discipline. This action
8 has an active life span of 6 months.

9
10 **Step 2:** A Step 2 action involves a minimum of a written notice to a maximum of
11 a one-half shift suspension without pay. A Step 2 is given when the action
12 warrants more than a Step 1 action or when a Step 1 action is not available. This
13 action has an active life span of 9 months.

14
15 **Step 3:** A Step 3 action involves a suspension. The suspension period will be a
16 minimum of one work shift to a maximum of one workweek without pay (For 56-
17 hour personnel, one work shift is 24 hours, one workweek is 56 hours. For 40-
18 hour personnel, one work shift is 10 hours; one workweek is 40 hours). This
19 action has an active life span of 12 months.

20
21 **Step 4:** A Step 4 involves a suspension but the suspension period will be one
22 shift with pay. This action has an active life span of 12 months. This is the most
23 serious disciplinary action in the EDPP process. Paid time away from work is
24 provided to the employee so that he/she may decide on whether employment
25 with the Fire District is in his/her best interest. Except in the most unusual
26 circumstances, any additional formal discipline during the active period of a Step
27 4 will result in a termination hearing.

28
29 **Disciplinary Decisions and Matrix Entry**

30
31 Once the supervisors decide the level of discipline to be taken the action will be
32 compared against the employee's disciplinary history and a determination will be
33 made as to whether or not the action conforms to the discipline process and is
34 consistent with previous decisions in similar circumstances.

35
36 All supervisors must remember that once a decision has been made to take
37 formal disciplinary action, it must be able to stand up to scrutiny. Problems occur
38 when:

- 39 1. There is insufficient evidence to support the action.
40 2. Procedures and legal requirements have been overlooked.
41 3. The case is unable to withstand counterpoints from the employee.
42 4. The action proposed is not consistent with previous decisions in similar
43 circumstances.
44 5. The action proposed is unacceptable considering the employee's overall
45 disciplinary history.
46

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

1 After the proposed action is confirmed a disciplinary meeting is held to inform the
2 employee of the action. The action will be documented on the disciplinary form
3 and in the matrix. The Battalion Chiefs will maintain the Matrix.
4

5 Note: Any discipline greater than a step 2 or resulting in suspension requires an
6 administrative hearing prior to action being taken.
7

8 **Common Questions Are:**
9

- 10 • Are the three categories of problems (Conduct, Attendance, Performance)
11 strictly independent of each other?
12 • Are we required to be strictly progressive in the application of discipline within
13 each of these categories?
14

15 The answer to each question is no. The EDPP stresses that discipline be based
16 upon the employee's overall success at meeting managerial expectations.
17

18 **Rules, Matrix and Concepts**
19

20 A few rules apply to the application of the different steps of discipline.
21

22 **Rule #1:** Disciplinary actions have active life spans. Active is defined as the
23 total time period the disciplinary action weighs against the employee. The active
24 life spans are:
25

26 Counseling: 6 months
27

28 Step 1: 6 months

29 Step 2: 9 months

30 Step 3: 12 months

31 Step 4: 12 months
32

33 For instance, if Employee X receives a Step 1 disciplinary action on January 1,
34 2022, it becomes inactive on June 30, 2022, 6 months from the date the action
35 was imposed, providing no further problems occur during that 6-month period. If
36 further problems do occur prior to June 30, 2022, the active life span shall be
37 extended, as explained in Rule #2.
38

39 **Rule #2:** Active life spans are subject to **linking**. This is done to ensure that
40 documentation of prior disciplinary actions, often considered a basis for more
41 progressive disciplinary action, is not lost.
42

43 Continuing the example above, if Employee X were to receive a Step 2
44 disciplinary action for any offense on March 1, 2015, the active life span of the
45 Step 1 already given is extended by the life span of the Step 2, or 9 months. The
46 Step 1 and Step 2 actions will remain "active" until November 30, 2022 unless an

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

1 additional disciplinary action is imposed prior to November 30, 2022, which would
 2 extend both actions even further.

3
 4 The EDPP is structured to prevent repetitive disciplinary action, which is
 5 counterproductive for both the employee and the Fire District.

6
 7 Repetitive disciplinary actions are controlled by Rule #3, which limits the number
 8 of active actions in any step. This ensures that progressively more serious
 9 discipline is imposed, when necessary.

10
 11 **Rule #3:** The total number of active actions in any given step is listed below.
 12 When these limits are exceeded, the action must move up to the next step.

13
 14 Counseling: No more than 1 in each category.

15
 16 Formal Actions:

- 17
 18 Step 1: No more than 2 total
 19 Step 2: No more than 2 total
 20 Step 3: No more than 2 total
 21 Step 4: No more than 1 total

22
 23 For an example of how Rule #3 is to be applied, let's say that Employee X has
 24 been progressively disciplined for Attendance and Performance (see matrix
 25 below) and has yet to demonstrate a problem in the category of Conduct. Let's
 26 now say that Employee X develops a problem in the category of Conduct that
 27 must be dealt with. What Step(s) are available, considering the three rules
 28 above?
 29

	CONDUCT	ATTENDANCE	PERFORMANCE
Counseling		X	X
Step 1		X	X
Step 2		X	
Step 3		X	
Step 4			

30
 31 The answer is a bit unique. Employee X may be counseled or given a Step 2 or
 32 greater disciplinary action. The rules allow counseling in each category.
 33 However, the rules will not allow more than two Step 1 actions, which Employee
 34 X already has. Employee X has only one active Step 2 action, and is therefore
 35 eligible for one more to reach the maximum of two. Let's continue the example
 36 by stating that it has been decided that Employee X should receive a counseling
 37 session for the first problem in the category of Conduct. The option to impose a
 38 Step 2 action at this time is not being taken. The progression would then look
 39 like this:
 40

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

1

	CONDUCT	ATTENDANCE	PERFORMANCE
Counseling	X	X	X
Step 1		X	X
Step 2		X	
Step 3		X	
Step 4			

2

3

4

5

6

7

8

9

As it now stands, Employee X has been counseled for problems in each category and has been progressively disciplined in the category of Attendance up to a Step 3 action. Employee X has also been progressively disciplined in the category of Performance up to a Step 1 action. Let's now say that Employee X again demonstrates a problem in the category of Conduct that must be addressed with discipline. What option is available?

10

11

12

13

14

Answer: Employee X is not eligible for a Step 1, but would automatically face at least a Step 2 for the Conduct problem. Rule #3 prevents three active Step 1 actions. This may not seem progressive in the category of Conduct, but the overall behavior is the defining criteria. The progression chart now looks like this:

	CONDUCT	ATTENDANCE	PERFORMANCE
Counseling	X	X	X
Step 1		X	X
Step 2	X	X	
Step 3		X	
Step 4			

15

16

17

18

19

20

21

22

23

To demonstrate how overall behavior is the focus of a successful program, let's demonstrate how Employee X can reach a Step 4 action in the category of Conduct without receiving a Step 3 action in that same category. Referring to the progression chart below, you will see that Employee X received an additional Step 3 action for a problem in the category of Performance, putting Employee X at the maximum number of Step 3 actions permitted (two). A Step 2 in Performance is not allowed under the rules since Step 2 actions are still active.

	CONDUCT	ATTENDANCE	PERFORMANCE
Counseling	X	X	X
Step 1		X	X
Step 2	X	X	
Step 3		X	X
Step 4			

24

25

26

27

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

1 When Employee X then demonstrates yet another problem in the category of
2 Conduct, the supervisor is forced, when considering the rules, to impose a Step 4
3 action against Employee X. The progression chart below demonstrates that an
4 employee can reach a Step 4 action in a category without having received all of
5 the available progressively less serious actions.
6

	CONDUCT	ATTENDANCE	PERFORMANCE
Counseling	X	X	X
Step 1		X	X
Step 2	X	X	
Step 3		X	X
Step 4	X		

7
8 Why did Employee X receive a Step 4 action under the category of Conduct?
9 Because the rules are designed to ensure that Employee X's overall disciplinary
10 history is considered. There are significant disciplinary actions in Attendance
11 and Performance (Step 3's) that demonstrate that Employee X, overall, is not
12 taking adequate responsibility for correcting problems.

13
14 What does this really mean? It means that discipline may progress across
15 categories. This is an essential component of a successful disciplinary program.
16 When an employee is held accountable for his/her overall behavior, the
17 employee is more likely to improve.

18
19 The example of Employee X is intended to demonstrate the progression of
20 discipline. Absent in the example are the Investigative Interviews (defined earlier
21 in this guide), Administrative Hearings, and the Disciplinary Meetings that are
22 part of the process.

23
24 **Administrative Hearings**

25
26 Administrative Hearings will be scheduled whenever the event leading to
27 disciplinary action is of such a nature that any resulting discipline may be greater
28 than a Step 2 action or a suspension.

29
30 The Administrative Hearing is a formal meeting in which the employee is afforded
31 the opportunity to provide an explanation directly to the District Fire Chief or
32 designee regarding the event(s) leading to the proposed disciplinary action. The
33 Administrative Hearing also allows the District Fire Chief or designee the
34 opportunity to ask questions pertaining to the event(s).

35
36 The employee and Association will receive written notification of the hearing
37 location, date, and time. Notification shall include the specific actions upon which
38 discipline may be based and any corresponding policy or rule violation, if
39 appropriate. The employee and Association will be afforded a minimum of seven

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

1 (7) calendar days from notification to prepare for the hearing, unless both parties
2 mutually agree to meet at another date and time.

3
4 The employee may choose to respond in writing to the specified charges. If the
5 employee responds in writing, the District Fire Chief or designee must receive the
6 response no later than the date and time specified for the hearing. The
7 employee may choose to appear in person and/or be represented by a
8 Association representative.

9
10 Following the Administrative Hearing, a decision regarding the appropriate
11 disciplinary action to be taken, if any, will be made by the District Fire Chief or
12 designee. All decisions will be governed by rules of the Formal Process. The
13 decision will be communicated to the employee and the Association within fifteen
14 (15) calendar days after the Administrative Hearing, unless a different timeline is
15 mutually agreed to. The decision is communicated during a Disciplinary Meeting
16 by the District Fire Chief or designee.

17
18 **Disciplinary Meetings**

19
20 The immediate supervisor or Captain and Battalion Chief or the District Fire Chief
21 or designee conducts Disciplinary Meetings after an Investigative Interview or
22 Administrative Hearing to inform the employee and the Association of disciplinary
23 action decisions. The Disciplinary Meeting is documented in Section II of the
24 EFFPD Disciplinary Action Form. The nature of a Disciplinary Meeting is
25 informational, as the necessary discussions and reviews have already been
26 completed.

27
28 Supervisors should not allow Disciplinary Meetings to lead to debate. Employees
29 who are not satisfied with the result of this meeting should be referred to the
30 grievance article of the appropriate collective bargaining agreement. Supervisors
31 should consider the following recommendations related to a Disciplinary Meeting:

32
33 **Before the Meeting:**

34
35 The supervisor shall notify the employee of their right to representation. Section II
36 of the EFFPD Disciplinary Action Form must be completed with the following
37 information:

- 38
39
 - 40 1. Level of disciplinary action.
 - 41 2. Date of infraction.
 - 42 3. Date of the Administrative Hearing, if any.
 - 43 4. Effective dates of the disciplinary actions.
 - 44 5. Suggested corrective action(s).
- 45
46

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

1 During the Meeting:
2

- 3 1. Explain to the employee the level of disciplinary action to be taken.
- 4 2. State the specific problem in terms of **desired versus actual** conduct,
5 attendance, or performance, and the changes expected.
- 6 3. Ask the employee to confirm understanding.
- 7 4. Indicate your confidence in the employee's ability to perform properly.
- 8 5. Secure signature(s) of the employee and/or witness(es) involved.

9
10 After the Meeting:

- 11
- 12 1. Distribute copies of the EFFPD Disciplinary Action Form, as noted on the
13 form.
- 14 2. Monitor the employee's performance.

15
16 **Documentation**

17
18 All disciplinary actions above a counseling must be documented. Counseling
19 sessions are maintained solely by the immediate supervisor and the employee.
20 The Fire District disciplinary matrix will be updated by the Battalion Chief to
21 reflect the counseling session. Step 1 through 4 actions are maintained within
22 the Fire District disciplinary matrix, as well as in the employee's Human
23 Resources file.
24

25 **Purging Disciplinary Actions**

26
27 Disciplinary actions may be purged from Human Resource files when:

- 28
- 29 • A written request is submitted to the Human Resources Director.
- 30 • All disciplinary action in a category will be removed when the active life span
31 has been reached.

32
33 NOTE: The active life span of disciplinary actions and purge dates are extended
34 by any leave that exceeds 30 consecutive calendar days, unless a written
35 exemption is obtained from the District Fire Chief.
36

37 **Termination**

38
39 Termination is not discipline. Termination may result as a consequence of a one-
40 time serious event but most often results from an employee's continued failure to
41 accept responsibility for elimination of problems and/or failing to meet
42 management expectations. Therefore, termination is considered solely as an
43 administrative act separating an individual from City employment. The process
44 of notifying the individual shall be accomplished in a manner conducive to good
45 order and with respect for that person's dignity and privacy. The District Fire
46 Chief or the designee will typically accomplish this.

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

1 **Note:** In cases where serious discipline is indicated but termination may not be
2 warranted, demotion may be considered.

3
4 **Representation**

5
6 **Overview:** During meetings, which are informal in nature, such as coaching and
7 counseling sessions, the involvement of an employee representative is not
8 required, though will be provided at the employee's request. During meetings
9 that involve or may likely lead to any form of discipline, representation is an
10 important component and will be offered to the employee.

11
12 **Employee Rights:** The supervisor shall notify the employee of his/her right to
13 have Association representation present during any meeting that may result in
14 any form of disciplinary action. If an employee requests that a Association
15 representative be present, the supervisor must contact a Local 3726 Principal
16 Officer or those persons authorized to act on behalf of the Association. If there
17 are none available, the meeting shall be postponed until a representative is
18 available. All East Fork Fire Protection District employees are protected by the
19 "Garrity Rights" in any disciplinary process that may involve criminal activity. The
20 Garrity Rights prohibit the use of statements gathered during an investigation in
21 subsequent criminal proceedings. As stated under Preparing for an Investigative
22 Interview, if any information suggests that the incident may be criminal in nature,
23 the investigation or violation shall be immediately referred to the District Fire
24 Chief or his designee.

25
26 **During the Disciplinary Meetings:** Supervisors should follow proper procedures
27 whether an Association representative is present or not. If the employee or
28 Association disagrees with the disciplinary action, a grievance can be filed and
29 the situation reviewed through the grievance procedure. Informal actions and
30 counseling are not subject to the grievance procedure. Steps One through Four
31 are subject to the grievance procedure. The supervisor should not fail to take
32 disciplinary action because of the possibility that the action may be grieved.



**East Fork Fire Protection District
Notification of Counseling Form**

Employee Name: _____ Position: _____

Assignment: _____ Immediate Supervisor: _____

Desired Effect: Counseling is designed to assist an employee in eliminating a problem so that formal discipline will not be necessary.

Counseling procedures: Once the supervisor has made a decision to counsel an employee, the next level supervisor will be contacted and informed of the proposed counseling. For example, the Captain will contact the Battalion Chief. The Battalion Chief, or next level supervisor, will confirm the counseling recommendation. A copy of the form will be given to the employee, the Captain, or next level supervisor, will maintain a copy for 6 months, and the Battalion Chief will enter the counseling session into the disciplinary matrix.

Union Representation Offered: Yes No

Counseling Administered for: Attendance Conduct Performance

Effective Dates of Action: Active Date: _____ Inactive Date: _____

Signature of Employee: _____ Date: _____

Signature of Supervisor: _____ Date: _____

Signature of Witness: _____ Date: _____

**EAST FORK FIRE PROTECTION DISTRICT
Disciplinary Action Form**

Employee Name: _____ Position: _____
Assignment: _____ Immediate Supervisor: _____

SECTION 1: INVESTIGATIVE INTERVIEW

This Investigative Interview concerns a problem that may lead to formal discipline. A summary of the problem is given below. You have the right to respond in person at this time or elect to respond in writing within 48 hours of the date/time signed by the interviewer below. Failure to respond either in person, or in writing, could result in disciplinary action being taken against you without your input. A decision regarding what, if any, disciplinary action may be imposed will be made after consideration of any response you may offer.

Purpose of Investigative Interview: CONDUCT ATTENDANCE PERFORMANCE

Interviewer Comments: _____

Employee Comments: _____

Union Representative: _____

* Signature of Employee: _____ Date/Time: _____
Signature of Interviewer: _____ Date/Time: _____
Signature of Witness: _____ Date/Time: _____

SECTION 2: DISCIPLINARY MEETING

Your response, if any, to the problem identified above has been considered. It has been decided to impose the action indicated below. Failure to correct a problem may result in more serious action being imposed against you at a later time.

Action to be taken: None Counseling Step 1 Step 2 Step 3 (# of shifts _____) Step 4

Database Entry: Date: ____/____/____ Admin Hearing Held? No Yes Date: ____/____/____

Effective Dates of Action: Active Date: ____/____/____ Inactive Date: ____/____/____

Union Representative: _____

Suggested corrective actions: _____

* Signature of Employee: _____ Date/Time: _____
(Acknowledging Receipt)
Signature of Interviewer: _____ Date/Time: _____
(Notify the next level of supervision when disciplinary action is imposed)
Signature of Witness: _____ Date/Time: _____

*Disciplinary actions may be appealed. Consult the appropriate Labor Agreement for the proper procedures.

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

1 APPENDIX C Pay Plan

		East Fork Fire Protection District Firefighter Association Pay Plan										2912 Hourly Wage					2080 Hourly Wage				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
		Annual Wage										Existing Pay Plan (7/1/21)									
Firefighter	Fire PERS	53,046.16	55,838.18	58,777.26	61,870.68	65,127.17	18,2164	19,1752	20,1845	21,2468	22,3651	25,5030	26,8453	28,2583	29,7455	31,3111					
Firefighter/EMTA	Fire PERS	57,337.57	60,354.99	63,531.69	66,875.54	70,395.27	19,6901	20,7263	21,8172	22,9655	24,1742	27,5661	29,0168	30,5441	32,1517	33,8439					
Firefighter/PM	Fire PERS	67,374.65	70,920.30	74,653.20	78,582.36	82,717.98	23,1369	24,3545	25,6364	26,9857	28,4059	32,3917	34,0963	35,8910	37,7800	39,7683					
Engineer	Fire PERS	67,374.65	70,920.30	74,653.20	78,582.36	82,717.98	23,1369	24,3545	25,6364	26,9857	28,4059	32,3917	34,0963	35,8910	37,7800	39,7683					
Captain	Fire PERS	72,969.77	76,810.99	80,853.43	85,108.73	89,588.26	25,0583	26,3774	27,7656	29,2269	30,7652	35,0816	36,9284	38,8718	40,9177	43,0713					
Captain/Investigator	Fire PERS	73,701.26	77,580.34	81,663.84	85,961.57	90,486.32	25,3095	26,6416	28,0439	29,5197	31,0736	35,4333	37,2982	39,2615	41,3276	43,5030					
Squad/Engine Boss	Fire PERS	56,952.06	59,906.70	63,007.78	66,276.50	69,712.86	n/a	n/a	n/a	n/a	n/a	27,3808	28,8013	30,2922	31,8617	33,5158					
Crew Member	Fire PERS	47,983.94	50,477.44	53,096.58	55,841.55	58,733.17	n/a	n/a	n/a	n/a	n/a	23,0692	24,2680	25,5272	26,8469	28,2371					
Fire Inspector	Regular PERS	62,160.59	65,432.64	68,876.08	72,501.10	76,316.86	n/a	n/a	n/a	n/a	n/a	29,8849	31,4580	33,1135	34,8563	36,6908					
Fire Mechanic	Regular PERS	55,914.14	58,856.93	61,954.46	65,215.49	68,648.32	n/a	n/a	n/a	n/a	n/a	26,8818	28,2966	29,7958	31,3536	33,0040					
Master Mechanic	Regular PERS	67,305.68	70,847.92	74,576.94	78,502.32	82,633.82	n/a	n/a	n/a	n/a	n/a	32,3585	34,0615	35,8543	37,7415	39,7278					

Effective Pay Period Starting 12/25/21 (paid 1/14/22), 1/2 Range Adjustment

Firefighter Trainee	Fire PERS	48,696.3360	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	23,4117	n/a	n/a	n/a	n/a					
Firefighter	Fire PERS	54,106.9984	56,954.9344	59,952.8384	63,107.9504	66,429.7088	18,5807	19,5587	20,5882	21,6717	22,8124	26,0130	27,3822	28,8235	30,3404	31,9374					
Firefighter/EMTA	Fire PERS	58,771.1488	61,863.9840	65,119.8912	68,547.3152	72,155.2832	20,1824	21,2445	22,3626	23,5396	24,7786	28,2554	29,7423	31,3076	32,9554	34,6900					
Firefighter/PM	Fire PERS	68,385.4080	71,984.0576	75,772.8608	79,761.1360	83,958.7840	23,4840	24,7198	26,0209	27,3905	28,8320	32,8776	34,6077	36,4293	38,3467	40,3648					
Engineer	Fire PERS	68,385.4080	71,984.0576	75,772.8608	79,761.1360	83,958.7840	23,4840	24,7198	26,0209	27,3905	28,8320	32,8776	34,6077	36,4293	38,3467	40,3648					
Captain	Fire PERS	76,253.3408	80,267.5328	84,491.9712	88,938.5352	93,619.6352	26,1859	27,5644	29,0151	30,5421	32,1496	36,6603	38,5902	40,6211	42,7589	45,0094					
Captain/Investigator	Fire PERS	77,017.7408	81,071.5360	85,338.7808	89,829.6572	94,558.1728	26,4484	27,8405	29,3059	30,8481	32,4719	37,0278	38,9767	41,0283	43,1873	45,4607					
Squad/Engine Boss	Fire PERS	58,375.8240	61,404.3040	64,582.9600	67,933.4240	71,455.6960	n/a	n/a	n/a	n/a	n/a	28,0653	29,5213	31,0495	32,6603	34,3537					
Crew Member	Fire PERS	49,183.4720	51,739.3760	54,424.0320	57,237.6430	60,201.4400	n/a	n/a	n/a	n/a	n/a	23,6459	24,8477	26,1654	27,5181	28,9430					
Fire Inspector	Regular PERS	65,268.5280	68,704.2720	72,319.9360	76,126.1230	80,132.6240	n/a	n/a	n/a	n/a	n/a	31,3791	33,0309	34,7692	36,5991	38,5253					
Fire Mechanic	Regular PERS	58,709.8720	61,799.7120	65,052.2080	68,476.3040	72,080.7360	n/a	n/a	n/a	n/a	n/a	28,2259	29,7114	31,2751	32,9213	34,6542					
Master Mechanic	Regular PERS	70,670.9120	74,390.3680	78,305.7600	82,427.4830	86,765.5360	n/a	n/a	n/a	n/a	n/a	33,9764	35,7646	37,6470	39,6286	41,7142					

Effective Pay Period Starting 6/11/22 (paid 7/1/22), 1/4 Range Adjustment and 1.5% COLA

Firefighter Trainee	Fire PERS	49,913.6976	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	23,9970	n/a	n/a	n/a	n/a					
Firefighter	Fire PERS	55,459.6224	58,378.9024	61,451.6448	64,685.7120	68,090.4224	19,0452	20,0477	21,1029	22,2135	23,3827	26,6633	28,0668	29,5441	31,0989	32,7358					
Firefighter/EMTA	Fire PERS	60,387.3088	63,565.1744	66,910.7712	70,432.2528	74,139.5200	20,7374	21,8287	22,9776	24,1869	25,4600	29,0324	30,5662	32,1686	33,8617	35,6440					
Firefighter/PM	Fire PERS	69,924.1088	73,603.7120	77,477.8368	81,555.8016	85,847.7984	24,0124	25,2760	26,6064	28,0068	29,4807	33,6174	35,3864	37,2490	39,2095	41,2730					
Engineer	Fire PERS	69,924.1088	73,603.7120	77,477.8368	81,555.8016	85,847.7984	24,0124	25,2760	26,6064	28,0068	29,4807	33,6174	35,3864	37,2490	39,2095	41,2730					
Captain	Fire PERS	79,112.9248	83,277.6672	87,660.5184	92,273.7088	97,130.3424	27,1679	28,5981	30,1032	31,6874	33,3552	38,0351	40,0373	42,1445	44,3624	46,6973					
Captain/Investigator	Fire PERS	79,905.8624	84,111.6640	88,539.0688	93,198.2688	98,104.1152	27,4402	28,8845	30,4049	32,0049	33,6896	38,4163	40,4383	42,5669	44,8069	47,1654					
Squad/Engine Boss	Fire PERS	59,981.1680	63,092.8480	66,359.0720	69,801.6800	73,420.6720	n/a	n/a	n/a	n/a	n/a	28,8371	30,3331	31,9034	33,5585	35,2984					
Crew Member	Fire PERS	50,536.0960	53,162.3040	55,920.5920	58,811.5840	61,856.9120	n/a	n/a	n/a	n/a	n/a	24,2962	25,5588	26,8849	28,2748	29,7389					
Fire Inspector	Regular PERS	67,879.3440	71,452.3680	75,212.8000	79,171.2480	83,337.9040	n/a	n/a	n/a	n/a	n/a	32,6343	34,3521	36,1600	38,0631	40,0663					
Fire Mechanic	Regular PERS	61,058.1920	64,271.7920	67,654.2880	71,215.4560	74,964.0320	n/a	n/a	n/a	n/a	n/a	29,3549	30,8999	32,5261	34,2382	36,0404					
Master Mechanic	Regular PERS	73,497.8400	77,366.0160	81,438.0320	85,724.4960	90,236.2240	n/a	n/a	n/a	n/a	n/a	35,3555	37,1952	39,1529	41,2137	43,3828					

Effective Pay Period Starting 12/24/22 (paid 1/13/23), 1/4 Range Adjustment and 1.5% COLA

Firefighter Trainee	Fire PERS	51,161.3856	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	24,5968	n/a	n/a	n/a	n/a					
Firefighter	Fire PERS	56,846.0256	59,838.3968	62,988.0160	66,302.7456	69,792.7776	19,5213	20,5489	21,6305	22,7688	23,9673	27,3298	28,7685	30,2827	31,8763	33,5542					
Firefighter/EMTA	Fire PERS	62,048.0224	65,313.2480	68,750.8640	72,369.0240	76,178.5024	21,3077	22,4290	23,6095	24,8520	26,1602	29,8308	31,4006	33,0533	34,7928	36,6243					
Firefighter/PM	Fire PERS	71,497.4624	75,259.7664	79,220.9600	83,390.9440	87,779.3280	24,5527	25,8447	27,2050	28,6370	30,1440	34,3738	36,1826	38,0870	40,0918	42,2016					
Engineer	Fire PERS	71,497.4624	75,259.7664	79,220.9600	83,390.9440	87,779.3280	24,5527	25,8447	27,2050	28,6370	30,1440	34,3738	36,1826	38,0870	40,0918	42,2016					
Captain	Fire PERS	82,079.6704	86,400.4960	90,947.8752	95,734.0384	100,772.6720	28,1867	29,6705	31,2321	32,8757	34,6060	39,4614	41,5387	43,7249	46,0260	48,4484					
Captain/Investigator	Fire PERS	82,902.3104	87,265.9424	91,859.3312	96,693.2512	101,783.1360	28,4692	29,9677	31,5451	33,2051	34,9530	39,8569	41,9548	44,1631	46,4871	48,9342					
Squad/Engine Boss	Fire PERS	61,630.6080	64,827.9840	68,183.8560	71,721.3120	75,439.7280	n/a	n/a	n/a	n/a	n/a	29,6301	31,1673	32,7807	34,4814	36,2691					
Crew Member	Fire PERS	51,925.7440	54,624.3360	57,458.3360	60,428.9520	63,557.9360	n/a	n/a	n/a	n/a	n/a	24,9643	26,2617	27,6242	29,0524	30,5567					
Fire Inspector	Regular PERS	70,594.5760	74,310.4960	78,221.3120	82,338.0480	86,671.5200	n/a	n/a	n/a	n/a	n/a	33,9397	35,7262	37,6064	39,5856	41,6690					
Fire Mechanic	Regular PERS	63,500.5280	66,842.6720	70,360.3680	74,064.0160	77,962.5600	n/a	n/a	n/a	n/a	n/a	30,5291	32,1359	33,8271	35,6077	37,4820					
Master Mechanic	Regular PERS	76,437.7120	80,460.6400	84,695.5200	89,153.3760	93,845.6480	n/a	n/a	n/a	n/a	n/a	36,7489	38,6830	40,7190	42,8622	45,1181					

2

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

1 **APPENDIX D** **Reopeners**

2

Article	Description	Reopener Date
8	Nevada Public Employees Retirement System	When there is a rate change
9	Corrective and Disciplinary Action	FY 23/24
20	Wages	FY 23/24, FY 24/25 and FY 25/26
28	Section B - Paramedic Certification Incentive	FY 24/25
36	Annual Leave	FY 23/24
37	Sick Leave	FY 23/24
48	Employee Life and Health Insurance	FY 24/25
49	Retiree Health Reimbursement Arrangement	FY 23/24, FY 24/25 and FY 25/26
51	Association Business	FY 24/25
67	Station Habitability Committee	FY 23/24

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17