

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



July 1, 2025-June 30, 2026

Supervisory Agreement (Battalion Chiefs) 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-Battalion Chiefs**

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ARTICLE 1 Parties

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

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ARTICLE 2 Term of Agreement

The term of this agreement will commence on July 1, 2024, and end on June 30, 2026.

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

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

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

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Tod Carlini
District Fire Chief

Sky Dwinell,
Chief Negotiator Supervisor
Bargaining Unit Representative
East Fork Professional Firefighters

John Bellona
President, Board of Directors
East Fork Fire Protection District

Kevin May
President
East Fork Professional Firefighters

Date

Date

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 3 Notices

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

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

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

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ARTICLE 4 Recognition

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

Classifications:

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

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ARTICLE 5 Definitions

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

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

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

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

D. "Base Hourly 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 Employees' Retirement System of Nevada.

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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 Article 6,21,53 and
6 54.
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ARTICLE 7 Management Rights

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

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ARTICLE 8 Nevada Public Employees Retirement System

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

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

ARTICLE 9 Corrective and Disciplinary Action

Purpose

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

The District and the Association have 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 per the process outlined in Article 3. 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:
56-hour employee end of shift of the resignation date
40-hour employee end of shift of the resignation date

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1 Appendix B changes:

2 Any changes to appendix B shall be mutually agreed upon by the District and the
3 Association

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ARTICLE 10 Grievance Procedures

A. Definitions

1. Grievance

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

2. Grievant

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

3. Day

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

B. Process

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

Step 1: Grievance Determination

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

Step 2

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

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

8 **Step 3**

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

18 **Step 4**

19 If the grievant is not satisfied with the decision of the District Fire Chief, grievant
20 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 the
29 grievant and the District.
 - 30 4. All written grievances and responses shall be by email and phone call to the
31 respective party.
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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.
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ARTICLE 12 Arbitrator

A. Designation

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

B. Costs

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

C. Effect of Decision

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

D. Authority of Arbitrator

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

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

E. Matters Subject to Arbitration Procedure

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

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F. Rules of Evidence

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

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ARTICLE 13 Savings Provision

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

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

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

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1 ARTICLE 14 Non-Discrimination

2 Federal and state discrimination claims are not subject to the grievance or
3 arbitration procedures of this agreement.
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1 ARTICLE 15 Successorship or Consolidation of the District

2 The District agrees to meet and negotiate the impacts and effects of its decision
3 to contract, subcontract, consolidate or transfer its operation(s) to a successor
4 employer or agency. Nothing in this article prevents the District from making the
5 decision to contract, subcontract, consolidate or transfer its operations to a
6 successor employer or agency.
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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.
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ARTICLE 17 Drug and Alcohol

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

A. Drug and Alcohol Regulations

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

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

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

B. Definitions (For purposes of this article)

1. "Reportable accident" means an occurrence involving a motor vehicle which results in a fatality, bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or one or more motor vehicles incurring damage considered to

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

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

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to assure correct medical treatment, a safe working environment, or proper implementation of this article, will be informed of such matters. Records related to such matters will be kept in a separate locked medical records file by the Director of Administrative Services, with access to the file limited to the aforementioned "need to know" persons.

D. Drug-Free Awareness Program for Employees

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

E. Drug and Alcohol Testing

1. Random Testing

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

2. Post-Accident Testing

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

3. Reasonable Suspicion

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

4. Return to Work

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

F. Alcohol testing

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

G. Follow-up

1. Employees who are returned to duty after completion of a substance abuse rehabilitation program are subject to follow-up testing for at least one year and up to five years. The MRO shall recommend to the District the duration and when follow-up tests should occur.

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

H. Discipline for Violations

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

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Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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 year
4 unless otherwise stated.

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

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

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

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Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 20 Wages

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

A. Wage Range will be adjusted FY 25/26 as follows, and applied as outlined in Section B.

B. The Wage Range adjustments will be applied as follows:

1. Fire PERS employees shall receive a 4.38% reduction July 05, 2025.

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

1. There shall be a 1.46% Cost of Living Adjustment (COLA) paid with the first pay date in October 2025.

2. There shall be a 1.46% Cost of Living Adjustment (COLA) paid with the first pay date in January 2026.

3. There shall be a 1.46% Cost of Living Adjustment (COLA) paid with the first pay date in April 2026.

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 21 Payroll Deductions

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

Authorization

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

Amount of Dues

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 22 Demotion

Voluntary Demotion

Employees wishing to transfer back to their respective position will apply in writing to the Deputy Chief of Operations. Requests in writing for transfer back to their former position will be honored without prejudice as vacancies permit.

Employees who are demoted voluntarily to the position of Captain will go back to a top step Captain.

Involuntary Demotion

Employees who are demoted involuntarily to the position of Captain will go back to a top step Captain.

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 23 Overtime Pay

Overtime Defined:

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

Overtime shall be earned in increments of 30 minutes.

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 24 FLSA

Compliance with FLSA

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

FLSA Hours

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

ARTICLE 25 Compensatory Time

40-Hour Employees (Fire and Regular PERS)

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 26 Call Back/Return to Work

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

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

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

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

C. Return to Work Pay

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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.

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 ARTICLE 27 Acting Pay

2 Effective July 1, 2022, Battalion Chiefs will be allowed to act down in the
3 following classifications with no acting incentive:

- 4 • Training/Safety Captain
- 5 • Fire Captain

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Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 28 Advanced Certification Incentives

A. Hazardous Materials Team Assignment Incentive

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

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

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

B. Paramedic Certification Incentive

Battalion Chiefs' certified by the State of Nevada as an Emergency Medical Technician-Paramedic (EMT-P) and is able to function as a Paramedic within the District will receive incentive pay equal to three percent (3.0%) of the qualifying employee's Base Hourly Wage.

C. Higher Education Incentive

Battalion Chiefs' will be eligible to receive an educational incentive as a percentage of the Battalion Chief's base wage as follows:

1. Associate degree:

The percentage shall be as follows:

- Two and a quarter percent (2.25%) Effective the first pay date in July 2024
- Two and a half percent (2.5%) Effective the first pay date in January 2025
- Two and three-quarter percent (2.75%) Effective the first pay date in July 2025
- Three percent (3.0%) Effective the first pay date in January 2026

Or

2. Bachelor's degree:

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The percentage shall be as follows:

- Three and a quarter percent (3.25%) Effective the first pay date in July 2024
- Three and a half percent (3.5%) Effective the first pay date in January 2025
- Three and three-quarter percent (3.75%) Effective the first pay date in July 2025
- Four percent (4.0%) Effective the first pay date in January 2026

D. Wildland Fire Credential Incentive

Any Battalion Chief who holds a red card qualification in the following categories shall receive an additional percentage of base hourly wage:

Type 3 or above

1. Incident Commander
2. Public Information Officer
3. Safety Officer

Type not applicable

1. Logistics Section Chief
2. Finance Section Chief
3. Operations Section Chief
4. Planning Section Chief
5. Division Supervisor

The percentage shall be as below:

- Two and a half percent (2.5%) Effective the first pay date in July 2024
- Three percent (3.0%) Effective the first pay date in January 2025
- Three and a half percent (3.5%) Effective the first pay date in July 2025
- Four percent (4.0%) Effective the first pay date in January 2026

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

Intent: Incentives are calculated on the employee's base hourly wage.

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Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 30 Special Assignment Incentive

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

The following Special Assignments will be given 2.5%:

- Telestaff Manager

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

If multiple employees apply for an assignment, a selection process shall be applied that is agreed upon by the District and the Association.

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

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

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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 days x 100% divided by 182.5 days = 59.18%; 59.18% of 72 hours = 42.61 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 days divided by 182.5 days = 57.54%; 57.54% of 72 hours = 41.43 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.

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ARTICLE 33 Uniform Allowance

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

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

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

Class A Uniform Allowance

Current employees shall receive a one-time eight hundred and fifty dollars (\$850) uniform allocation for the expressed purpose of purchasing a Class A uniform as specified by the District. Distribution will occur on the first full pay period following full contract ratification and proof of purchase shall be presented to the District within sixty (60) days of distribution.

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ARTICLE 34 Tuition Reimbursement

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

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

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

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ARTICLE 35 Employer Medical Evaluation

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

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ARTICLE 36 Annual Leave

A. Basis of Accrual

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

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

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

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

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

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

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

B. Payment on Death

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

C. Carry-over of Annual Leave to Following Year

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

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

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

Employees with any unused hours over 504 or 360 hours (depending on whether the employee is a Fire PERS or PERS employee) who wish to be paid out up to 72 hours (56-hour employees) or 40 hours (40-hour employees) must submit the required form no later than December 1st to Human Resources with pay out the first pay date in February.

D. Payment of unused accrued Annual Leave upon Retirement

1. Payout shall be made

a. directly to the employee

b. or at the employee's option, into the employee's Deferred Compensation Account.

E. Approval for Use of Annual Leave

Employees on a 56-hour work week

The first person in the Battalion Chief 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.

Fire PERS employees on a 40-hour work week due to light duty, are guaranteed annual leave once approved by their immediate supervisor.

ARTICLE 37 Sick Leave

A. Basis of Accrual

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

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

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

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

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

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

B. Maximum Accrual

Fire PERS Employees

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

C. Authorization for Use of Sick Leave

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

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D. Sick Leave Pay Out

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

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 %

E. Sick Leave Pay Out at Separation and Retirement

1. Sick leave payoff amounts shall be directed as follows:
 - a. Employees retiring on or before June 30, 2024: Payment shall be made:
 - i. directly to the employee
 - ii. or at the employees' option into the employee's Deferred Compensation Account.
 - b. Employee's retiring on or after July 1, 2024 payment shall be made into the employees Retirement Health Reimbursement Arrangement account

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 38 Military Leave

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

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 39 Administrative Leave

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

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

ARTICLE 40 Court and Jury 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.

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 41 Professional Development Leave

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

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

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 42 Bereavement Leave

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

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

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

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

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

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

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 43 Extended Leave

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

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

Criteria/Limitations

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

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

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

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

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

Employees are not eligible for Extended Leave if they have filed a Workers' Compensation claim, regardless if the claim is pending, delayed, or accepted. Any employee who completes FMLA paperwork shall be provided the extended leave request forms for extended leave.

Additional Extended Leave (AEL)

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

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

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

10 **Definitions**

11 **FMLA – Family Medical Leave Act**

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

14 **Extended Leave (EL)**

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

17 **Additional Extended Leave (AEL)**

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

20 **Intent:** Extended leave time shall be managed utilizing Telestaff.

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 44 Leave Donation

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

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ARTICLE 45 Leave of Absence

A. Eligibility

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

B. Short Term LWOP

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

C. Long Term LWOP

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

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ARTICLE 46 Non-Occupational Injuries/Illness

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

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

ARTICLE 47 Occupational Injuries/Illness

Injury/Illness Workers Compensation

- A. An employee who suffers an injury/illness that is approved by the District's Worker's Compensation carrier during the course of his/her employment and completes a Form C1 will be entitled to injury/illness leave subject to any limitations imposed by this article or state law.
- B. "Injury/illness" means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result and resulting from external force, including injuries to artificial body parts.
- C. The parties agree that any injury/illness sustained by an employee while engaging in an athletic or social event sponsored by the District will be deemed not to have arisen out of or in the course of employment unless the employee received compensation for participation in the event.
- D. Any injuries/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 120.
- F. Light duty may be made available to an injured employee at the convenience of the District. The employee must follow all prescribed written safety policies and procedures to qualify for injury/illness leave (e.g. wearing full protective clothing and equipment when necessary, using tools and equipment properly, and exercising prudent care while performing assigned functions).
- G. When an employee is eligible at the same time for benefits under applicable sections of the Nevada Revised Statutes and for sick leave or injury/illness leave benefit, the amount of sick leave or injury/illness leave benefit paid to said employee shall not exceed the difference between their normal salary and the amount of any benefit received, exclusive of payment of medical or hospital expenses under required sections of the Nevada Revised Statutes for that pay period. Any usage of such leave shall be deducted from the employee's sick leave balance. The employee may apply for short-term disability subject to acceptance by the insurance carrier.
- H. The District will follow state law with respect to any Occupational Illness or Disease.

Total Compensation

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

FMLA While on Workers Compensation Leave

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

Disability Retirement

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

Modified Duty Assignments

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

ARTICLE 48 Employee Life and Health Insurance

A. Cafeteria Plan

1. The District will continue to maintain a cafeteria benefit plan. A cafeteria plan recognizes that employees have diverse needs and allows employees to choose benefits based on their individual needs.
2. The District will offer eligible employees medical, dental, vision and life insurance (individual coverage or family/dependent coverage).
 - a. The District will provide a \$25,000 life insurance policy for the employee only.
3. If a High-Deductible Medical Plan with Health Savings Account is offered by the District, an incentive will be provided for employees to participate in the plan. The District will meet and confer with the Health Benefits Committee prior to implementing a change of the current health benefit plan.
4. The health benefit plan, in whole or in part, may be optional for employees 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.
6. The District will offer the employee Long Term Disability, Short Term Disability, additional Life Insurance, and other ancillary plans. The employee will pay the cost of these plans if they choose to enroll in them.

B. District Fund Contribution for Health Benefit Package

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

C. Monthly Contribution in Lieu of Health Benefit Plan

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

D. High-Deductible Medical Plan with Health Savings Account

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

1. High-Deductible Medical Plan with Health Savings Account

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

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

2. Annual Account Contribution Distribution

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

3. Probationary Employees

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

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

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

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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

5 New employees will be eligible for lump sum contributions to their High-
6 Deductible Medical account with Health Savings Account, as set forth in Section
7 D (1) regardless of premium increases, not to exceed the Annual Account
8 Contribution per year.
9

10 **E. Premium Increases/Decreases**
11

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

35 **F. Benefits Committee**
36

37 Refer to Non-Supervisor contract.
38

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

H. Ambulance Plan

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

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ARTICLE 49 Retiree Health Reimbursement Arrangement

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

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

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

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

As an incentive to encourage internal promotion to the position of Battalion Chief and to encourage retention in the position, one-time lump sum payments based on months as a Battalion Chief will be provided as follows:

- When an employee has completed 12 months as a Battalion Chief they shall receive a one-time lump sum contribution of Twenty-Five Hundred Dollars (\$2,500)
- When an employee has completed 24 months as a Battalion Chief they shall receive an additional one-time lump sum contribution of Five Thousand Dollars (\$5,000)
- When an employee has completed 36 months as a Battalion Chief they shall receive an additional one-time lump sum contribution of Ten Thousand Dollars (\$10,000)

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

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ARTICLE 50 Employee Assistance Program

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

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

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

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ARTICLE 51 Association Business

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

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

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

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

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

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1 ARTICLE 52 Staffing

2 The District recognizes the importance of firefighter safety and will continue to
3 work toward the overall goals of firefighter safety and sustainable funding.

- 4 • A Battalion Chief position will be staffed on a 24-hour basis.

5 When unable to fill a Battalion Chief with a promoted Battalion Chief, a qualified
6 actor for that position may be used.

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ARTICLE 53 Communications

A. Bulletin Boards

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

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

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

B. Interdepartmental / Electronic Mail System

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

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

C. Use of the District's Copiers and Computers

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

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- 1 **1.** The Association will reimburse the District for all costs associated with the
- 2 use of the District's equipment.
- 3 **2.** All copying and computer use will be done outside of public access hours,
- 4 unless authorized by management.
- 5 **3.** The use of the District's equipment by the Association will not interfere with
- 6 District's business.

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ARTICLE 54 Prevailing Rights

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

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

Use of District's Facilities

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

Meals

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 55 Hours

A. All-Risk Suppression Personnel

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

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

B. Shift Reassignment

Employees being moved from one shift will be given a 60-day notice prior to movement. The Association will be notified via email as addressed in the CBA.

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ARTICLE 56 Safety

A. Safety Committee

1. In order to address the mutual concerns of the parties on safety matters, the Association and District agree to form 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 member as follows:

- a. Two (2) Association members, including two (2) alternates appointed by the Association President.
- b. One (1) Safety and Training Captain assigned by the Deputy Chief 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

- a. The Committee must meet at least quarterly, or as needed, to effectively conduct the business at hand.
- b. The Committee will send Committee agendas to the Association President and District Fire Chief at least one (1) week prior to the meeting.
- c. The District will support the Committee administratively and will provide agenda preparation, meeting documentation, and the distribution of information to all interested parties, including the Association President and the District Fire Chief, in a timely manner.

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- 1 d. Members appointed the Safety Committee shall be considered as
2 performing their normal work duties and responsibilities for their
3 positions when on committee business.
4

5 **C. Safety Turnouts and Equipment**
6

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

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ARTICLE 57 Shift Trades

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

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

A. Trade Process:

1. In Rank Trades:

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

2. Out of Rank Trades:

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

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

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

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

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

B. The following limitations to personal trades shall apply:

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

C. Employees may utilize the following trade times:

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

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

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ARTICLE 59 Reduction in Force

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

A. Notice

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

B. Bumping

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

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

C. Posting

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

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

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

D. Reemployment

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 remaining to their credit at the time of their layoff. Upon reemployment within
2 thirty-six (36) months, the employee will be eligible to accrue sick and annual
3 leave at the same rate as when the layoff occurred (if a sick leave buyback
4 option is exercised at the time of termination, no remaining sick leave accrual will
5 be reinstated).
6

7 **E. Adjustment to Layoff Process**

8 The layoff process may be adjusted to meet specific circumstances or other
9 alternatives considered to meet the needs of the District and Association, which
10 must be mutually agreed upon in writing by both parties. The parties will meet
11 and confer on any adjustments regarding the layoff prior to any layoff being
12 implemented.
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Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 61 Probationary Period**

2 **Promotional Probation**

3 **Suppression:**

4 Upon promotion to the classification of Battalion Chief, an employee will serve the
5 equivalent of one hundred and twenty (120) shifts worked as a promotional
6 probationary period. The employee may be returned to his/her previous
7 classification and pay following Article 64 with cause.

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ARTICLE 64 Seniority

A. Types of Seniority

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

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

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

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

- a.** An employee's Rank Seniority will be determined based upon the date an employee is hired, transferred, or promoted into the rank in which they hold.
- b.** For the purpose 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.

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

B. Seniority List

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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.
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12 **Intent:** This article will not duplicate the article in the non-supervisor contract.
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Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 66 Replacement of Personal Property

Lost, Stolen or Destroyed

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

Replacement Cost Limits

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 67 Station Habitability Committee**

2 The District and the Association agree to remove Article 67 from the collective
3 bargaining agreement (CBA). Both parties agree to maintain the committee and
4 utilize their recommendations for future Capital Improvements Plan (CIP)
5 budgets.

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

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1 ARTICLE 72 Cell Phone Allowance

2 The District will provide an annual cell phone allowance in the amount of \$650 per
3 employee. Twenty-five dollars (\$25) will be paid to the employee each pay period
4 of the year.
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Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **APPENDIX A Classifications**

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

- 5 • Battalion Chief

APPENDIX B Employee Development/Performance Program

East Fork Fire Protection District-Employee Development/Performance Program (EDPP)

Theory of Employee Development/Performance Program

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

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

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

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

Employees contribute to informal resolution by:

- Taking responsibility for the elimination of problems.
- Acknowledging that the willful failure to take responsibility may result in discipline.

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

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

Employee Development and Performance Program is a Two-Part Process

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

- Increase motivation and development.
- Prevent problems from developing.
- Ensure responsibility is not ignored.
- Discover mutually acceptable solutions to problems that do arise.

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

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

What is a Problem?

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

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

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

Insubordination

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

Alcohol or controlled substances

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

Fighting

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

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Threatening or striking another person

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

Dishonesty

- Falsifying personnel documents.
- Falsification of EFFPD records or incident reports.
- Lying.

Theft

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

Misconduct

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

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

Tardiness

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

Absenteeism

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

Abandonment

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

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

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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:

Appearance

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

Safety

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

Performance of Duties

- 13 • Poor performance of routine and/or emergency duties or assignments.
- 14 • Poor performance while in a training or evaluation setting.
- 15 • Fails or is slow in reporting for emergency or non-emergency duties and
16 functions.
- 17 • Fails to follow direction given by a supervisor or instructor.

Complex Problems

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

Which Process Do I Use?

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

- 29 • Was there negative action or negligence on the part of the employee that is
30 intentional?
- 31 • Did the action or negligence involve a breach of safety or honesty, or have a
32 negative impact on operations?
- 33 • Was the action or negligence a violation of policy?

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Information Gathering

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

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

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

The Informal Process

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

- Developmental Coaching
- The application of Training
- The removal of Obstacles
- The timely delivery of Feedback
- The arranging of Consequences
- Provide Counseling

Coaching

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

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

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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
 - Provide employee with positive feedback.
 - When you have to criticize, focus on the problem, not the individual’s
7 personality.
 - Give employees both positive and negative feedback.
 - Build and maintain strong relationships with employees.
 - Confront employees with problems in their performance.
 - Use active listening skills.
 - Listen more than you talk.

13

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

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 **Guidelines for Effective Coaching:**

- 44
45
 - Resolutions should be discussed in terms of what is desired by the Fire
46 District.

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- Employee's comments or reactions should be encouraged.
- The supervisor should provide a rationale for policies or rules in question.
- All persons involved should listen carefully. A tip to assist in the communication process is to re-state what is heard to ensure adequate understanding.
- Commitments to change should be sought, and the door should be kept open for future discussions about the problem.
- Supervisors should express confidence in the employee's ability to improve.
- Coaching sessions should end on a positive note.

Training

Training employees for their jobs and developing their skills and abilities are important responsibilities of the supervisor. Part of your job will be to create a climate for learning by endorsing training activities, encouraging employees to take advantage of them, and helping them in every way to grow on the job.

Training consists of activities designed to provide employees with the knowledge, skills, and abilities required to do the job properly. Training usually takes place in a structured format with pre-established objectives. Problems can arise when employees are not provided with an appropriate level of training. When this occurs, attempts to resolve the problem any other way would be unsuccessful. Training deficiencies may be identified during Coaching sessions, or the supervisor may have to make a more thorough inquiry into the employee's training history.

Theory: If an employee lacks the necessary knowledge, skills, or abilities, he/she will be unable to perform effectively.

Guidelines for Effective Training:

- Supervisors who believe that a lack of training may be contributing to a problem should ensure that job requirements haven't changed since the employee was initially trained and that the employee has received appropriate training in all elements of the job.
- Any deficiency in training should be addressed by providing the employee with the training needed.
- The supervisor should monitor the employee's performance to determine if the training was successful.

Obstacles

Removing obstacles involves ensuring the employee has the time, tools, equipment, and proper direction required to do the job. It may involve determining if anything outside of the supervisor's immediate attention prevents the employee from doing the job properly. Removing obstacles means that it is

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important to look below the surface. Again, problems in this area may be identified during Coaching sessions. Supervisors should be sensitive to concerns and issues relating to the employee's personal situation. Should the supervisor identify personal issues relating to performance, the utilization of the Employee Assistance Program (EAP) is encouraged.

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

Guidelines for removing Obstacles:

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

Feedback

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

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

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

Feedback is the act of providing specific qualitative and/or quantitative information about conduct, attendance or performance, in relation to a given standard or goal. For example, when a problem arises, the supervisor may elect to Coach the employee as a method of informal resolution. If the problem does not go away at that point, the supervisor should provide timely feedback on the employee's success or failure at resolving the problem. Otherwise, the problem may not go away or may become worse.

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

Guidelines for Effective Feedback:

Supervisors should evaluate the following questions:

- 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?

Consequences

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

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

Guidelines for arranging Consequences

Supervisors should evaluate the following questions:

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

Counseling

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

Counseling Procedure:

Once the supervisor has decided 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 by:

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

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If the Battalion Chief or next level supervisor confirms the counseling recommendation a Counseling session should be performed and documented using the EFFPD Counseling form (Form A). 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 **(this is informal)**.

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

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

Guidelines for Effective Counseling:

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

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

Summary

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

Attention to the six strategies or techniques by the supervisor is an important step to assist the employee in eliminating a problem. It can then be more easily

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determined when a problem persists, that the employee has not taken enough responsibility upon himself or herself to eliminate the problem.

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

The Formal Process

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

The Formal Process consists of:

- Preparing and conducting an Investigative Interview.
- Utilizing the decision-making process in regards to discipline.
- Preparing and conducting an Administrative Hearing, if applicable.
- Documentation.

Preparing for an Investigative Interview

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

1. Gathering information concerning the incident or violation to justify the potential for formal discipline. The goal is to gather enough information to ensure that the incident can be adequately addressed.
2. Reviewing notes from the information gathering process or documents from previous efforts at resolving the problem. **If any information suggests that the incident may be criminal in nature, the investigation or violation shall be immediately referred to the District Fire Chief or designee. If it is determined that the incident may be in violation of the EFFPD Harassment Policy (sexual, racial, workplace violence, etc.) it shall be referred to the District Fire Chief or designee, then forwarded to the Director of Administrative Services or designee.**
3. Preparing an agenda outlining major points to be covered in the meeting.

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1 **4.** Providing the employee with notification of the meeting location, date, and
2 time.

3 **5.** Ensuring that the employee has time to secure Association representation.
4

5 Once the steps taken to prepare are complete, the supervisors will then meet
6 with the employee to discuss the problem. This is known as an Investigative
7 Interview.
8

9 **Conducting an Investigative Interview**
10

11 The Investigative Interview is a formal meeting in which the supervisor and the
12 Battalion Chief or next level supervisor and employee discuss the problem at
13 hand. The supervisors identify the problem and discuss facts, evidence, etc.,
14 obtained during the information gathering phase. Section I of the EFFPD
15 Disciplinary Action Form (Form B) is completed to document the Investigative
16 Interview
17

18 During the Investigative Interview, the employee must be compelled to answer
19 questions and is afforded the opportunity to provide an explanation.
20

21 The Investigative Interview should be conducted by the immediate supervisor
22 and the Battalion Chief or may be conducted by the District Fire Chief and/or
23 his/her designee, depending upon the nature and seriousness of the event
24 leading to the meeting. Important points to remember during any meeting
25 between supervisors and employees are:
26

27 **Privacy:** Meetings should always be held in private. When problems are
28 discussed openly in front of others, people tend to become defensive and try to
29 save face.
30

31 **Listen:** An effective meeting is a two-way conversation, not a lecture. The
32 supervisor should remember that the employee may have a valid reason for what
33 he/she did, or the employee may not know that he/she violated a rule.
34

35 **Tone:** The tone of this meeting should be neutral.
36

37 **Use the Golden Rule:** Individuals who become involved in this process are still
38 dignified human beings and should be treated as such. Treat others as you
39 would want to be treated if the roles were reversed.
40

41 **Feedback:** Any actions or non-action shall be communicated to the employee
42 within fifteen (15) calendar days.
43

44 **Making a Decision in Regards to Discipline**
45

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

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

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

Disciplinary Algorithm

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

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

The Disciplinary Algorithm is designed to assist a supervisor in reaching a reasonable recommendation based solely upon the merits of the case at hand.

The Disciplinary Algorithm requires the supervisor to consider three very important factors: **safety**, **honesty**, and if there has been a **negative impact** on Fire District operations. Determining where the infraction falls in relation to these three queries will help the supervisors to remain consistent throughout the decision-making process.

Safety

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1 It is incumbent upon the East Fork Fire Protection District and each employee to
2 provide as safe a working environment as possible. Safety is one of the most
3 serious considerations that must be addressed by the supervisor.
4

5 **Theory:** Safety is of paramount importance; therefore, safety rules and policies
6 must be closely monitored.
7

8 **Questions to Ask:** Supervisors must determine the following:
9

- 10 • Does the employee's action result in a potential threat to the safety of other
11 personnel or oneself?
12 • Does the employee's absence result in a potential threat to the safety of
13 personnel or operations?
14 • Was there willful or intentional disregard for a safety rule or policy, which was
15 known to the employee?
16

17 **Honesty**
18

19 Honesty and integrity are two of the most important characteristics of employees
20 who are given the trust of the public and their fellow employees and are therefore
21 taken very seriously.
22

23 **Theory:** A working environment where employees cannot be trusted is a
24 destructive one. Dishonesty or lack of integrity cannot be tolerated in any work
25 environment.
26

27 **Questions to Ask:** Supervisors should evaluate the following questions:
28

- 29 • Does the infraction or explanation of the infraction involve dishonesty or
30 untrue statements?
31 • Is there sufficient evidence of dishonesty or witnesses who lead to doubt the
32 employee's honesty?
33 • Does the infraction involve theft, and is there sufficient proof of employee
34 involvement?
35 • Do the facts or evidence support the employee's account or explanation?
36

37 **Negative Impact**
38

39 Although all infractions impact day-to-day operations in one way or another, the
40 supervisor must consider which of these presents an overall negative impact on
41 the department. Negative impact relates to the districts inability to quickly
42 recover from the costs or ramifications resulting from the employee's infraction.
43

44 **Theory:** Since the Fire District is a publicly funded, service-oriented
45 organization; its operations are constantly scrutinized. Infractions, which result in

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undue costs or embarrassment to the department, are counterproductive to the success of the Fire District's overall mission.

Questions to Ask: The supervisor should evaluate the following items:

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

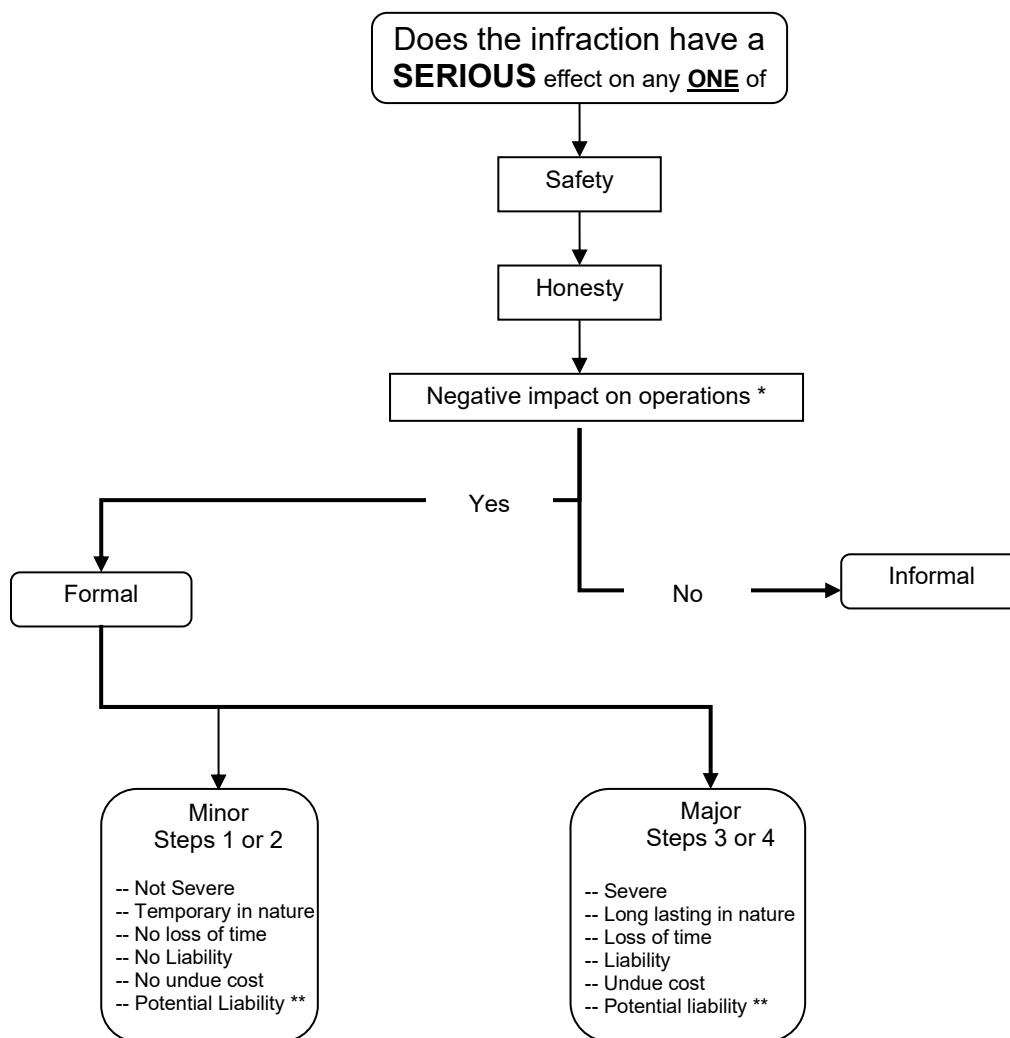
Once the above-mentioned items have been considered, the supervisor must determine the severity of the infraction. Was this a minor or major infraction?

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

A major infraction is usually severe, long lasting, or results in undue costs or liability/potential liability to the Fire District.

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DISCIPLINARY ALGORITHM



* 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.

Disciplinary Action Steps

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

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

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

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

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

Disciplinary Decisions and Matrix Entry

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

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

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

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

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

Common Questions Are:

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

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

Rules, Matrix and Concepts

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

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

Counseling: 6 months

Step 1:	6 months
Step 2:	9 months
Step 3:	12 months
Step 4:	12 months

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

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

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

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

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

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

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

Counseling: No more than 1 in each category.

Formal Actions:

Step 1: No more than 2 total

Step 2: No more than 2 total

Step 3: No more than 2 total

Step 4: No more than 1 total

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

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

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

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1

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

2

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

9

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

14

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

15

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

23

	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

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

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

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

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

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

Administrative Hearings

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

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

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

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

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

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

Disciplinary Meetings

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

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

Before the Meeting:

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

1. Level of disciplinary action.
2. Date of infraction.
3. Date of the Administrative Hearing, if any.
4. Effective dates of the disciplinary actions.
5. Suggested corrective action(s).

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During the Meeting:

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

After the Meeting:

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

Documentation

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

Purging Disciplinary Actions

Disciplinary actions may be purged from Human Resource files when:

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

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

Termination

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

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

Representation

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

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

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

Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 APPENDIX C Pay Plan

Effective Pay Period Starting

7/19/25 (paid 8/08/25), PERS

Adjustment, -4.38% FIRE PERS

Step	Annual Wage	2912 Hourly
1	112,427.6608	38.6084
2	118,344.5536	40.6403
3	124,572.7392	42.7791
4	131,129.3984	45.0307
5	138,031.1296	47.4008

Effective Pay Period Starting

9/13/25 (paid 10/3/25), 1.46%

COLA FIRE PERS

Step	Annual Wage	2912 Hourly
1	114,069.1552	39.1721
2	120,072.2432	41.2336
3	126,391.5744	43.4037
4	133,043.7472	45.6881
5	140,046.5248	48.0929

Effective Pay Period Starting

12/20/25 (paid 1/09/26), 1.46%

COLA FIRE PERS

Step	Annual Wage	2912 Hourly
1	115,734.5280	39.7440
2	121,825.2672	41.8356
3	128,236.9088	44.0374
4	134,986.0512	46.3551
5	142,091.3312	48.7951

Effective Pay Period Starting

3/14/26 (paid 4/03/26), 1.46%

COLA FIRE PERS

Step	Annual Wage	2912 Hourly
1	117,577.5328	40.3769
2	123,765.5328	42.5019
3	130,279.0944	44.7387
4	137,135.9808	47.0934
5	144,353.9552	49.5721

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Supervisory Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **APPENDIX D Reopeners**

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Article	Description	Reopener Date
8	Nevada Public Employees Retirement System	When there is a rate change
20	Wages	FY 25/26
28	Section B - Paramedic Certification Incentive	FY 24/25
48	Employee Life and Health Insurance	FY 24/25
51	Association Business	FY 24/25
67	Station Habitability Committee	FY 24/25

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