

## **Memorandum of Understanding – Lateral Firefighter**

This First Memorandum of Understanding (“MOU”) is entered into this 18th day of July 2023, (the “Effective Date”) by and between the East Fork Fire Protection District (the District) and the East Fork Professional Firefighters Association (the Association).

### **Recitals**

Pursuant to NRS Chapter 288, the Fire District and the Association are parties to certain non-supervisor and supervisor collective bargaining agreements, effective, July 1, 2023-June 30, 2026 (the “CBA’s”) as recorded under document number 2023-998391 on July 11, 2023.

The District and the Association desire to enter into this MOU in order to amend and add the addition of Lateral Firefighter language the CBA’s in accordance with the terms set forth below.

### **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Amendment of CBA – Article 68 of the non-supervisor agreement to include the following language:

#### **A. Eligibility Requirements:**

1. The applicant must have a minimum of two (2) years (may include probationary time) of current, full-time continuous employment as a Firefighter/EMT, Firefighter/EMTA, or Firefighter/Paramedic (or higher ranking fire operations line personnel) with a public fire agency, authority, or department that provides all risk Fire/ALS EMS/Patient Transport services and is comparable to the East Fork Fire Protection District as identified by NFPA standards, NFPA 1710 or have been employed in such a position within the past twelve (12) months.
2. Paid call, extra help, temporary, and/or volunteer firefighting experience is not an acceptable substitute for the required two (2) years outlined above.
3. Must complete a Fire District Employment Application by established deadline.
4. Must have completed a fire academy equivalent to the Capital City Regional Fire Academy and as reviewed and approved by an Academy Curriculum Review Committee composed of three Association members, the District Fire Chief Fire, Deputy Chief of Operations and the Deputy Chief of Training and Safety in consultation with current or past EFFPD Regional Training Officers (RTO).
5. Meet the qualifications of the Job Description for the position for which they are applying.
6. All licenses, certifications, and/or qualifications are required to be kept current and maintained for continued employment.
7. Successfully pass a required medical evaluation prior to employment.
8. Successfully pass an oral review board, composed of four (4) Association members including at least one (1) Firefighter/Paramedic and one (1) Captain, and the District Fire Chief or his/her designee.

9. Successfully pass the District's established EMS skills for the position they are applying for prior to being offered the position.
10. Successfully pass the District's established fire skills test based on current probationary Firefighter job sheets, prior to being offered the position for which they are applying.

**B. All lateral Firefighters hired into one of these classifications:**

(Firefighter/Advanced EMT's or Firefighter/EMT Basics) hired by the District after July 15, 2020, shall be required, as a condition of his or her employment, to achieve certification (or be in the process of) as a Paramedic within forty-eight (48) months of the date of employment with the District. Employees hired pursuant to this provision who do not attain Paramedic certification within the required time period will be terminated without cause as if they were an initial probationary employee who did not successfully complete the probationary period.

**C. Lateral Firefighter/EMT, Firefighter/EMTA or Firefighter/Paramedic Probation:**

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

**D. Lateral Firefighter/EMT, Firefighter/EMTA or Firefighter/Paramedic Pay:**

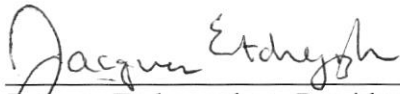
Employees hired by the District will be assigned to a pay step in the Pay Plan for the position they were hired, which recognizes compensation steps based on a one-year for one-year experience factor. However, any such credit for work experience may not result in assignment to a pay step greater than the fourth (4th) step in the current pay plan. Further step increase will occur on their anniversary date.

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

This Memorandum of Understanding (MOU) is in effect upon passage by the District Board of Directors and the Association as documented by the signatures below:

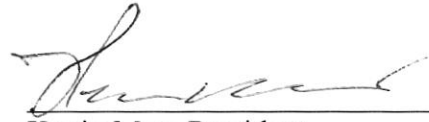
**East Fork Fire Protection Districts**

**Association**



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Jacques Etchegoyhen, President  
East Fork Fire Protection District



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Kevin May, President  
East Fork Professional Firefighters  
Association – Local 3726