

EAST FORK FIRE PROTECTION DISTRICT



**District Board Meeting
Agenda and Supporting Information For
The Meeting of May 16, 2023**

EAST FORK FIRE PROTECTION DISTRICT

1694 County Road
Minden, Nevada 89423

Meeting Agenda

John Bellona, Secretary, District 1
Barbara Griffin, Director, District 2
Bernard Curtis, Director, District 3
Jacques Etchegoyhen, President, District 4
Mike Sommers, Director, District 5

Tod F. Carlini, District Fire Chief

Holly Megee, Board Clerk

Tuesday, May 16, 2023

12:00 PM Closed Session

To attend virtually-Contact Holly Megee

1:00 PM Board Meeting

Or

In person-1694 County Road, Minden

MISSION STATEMENT

“Serving the Fire and Life Safety Needs of Our Community”

East Fork Fire Protection District will be conducting its meeting in person and electronically. The public is welcome to attend the meeting virtually or in person at the East Fork Fire Protection District Office located at 1694 County Road, Minden, NV. If you would like to view the East Fork Fire Protection District Board meeting, please contact Holly Megee prior to the day of the meeting at 775-782-9040 or hmegee@eastforkfire.org for details on how to log into the meeting.

Public comment will be accepted prior to the East Fork Fire Protection District Board meeting through either the email address provided below or by setting up a phone appointment with the East Fork Fire Protection District Office up until the day before the East Fork Fire Protection District Board meeting.

- Blank public comment forms will be available at the East Fork Fire Protection District Office (1694 County Road, Minden, Nevada) and completed forms may also be left at the same location.
- Written public comments may also be emailed to hmegee@eastforkfire.org. All public comments must be received prior to the date of the meeting if the comments are to be included in the supplemental materials.
- All written public comments received prior to 4:00 PM the day before the Board meeting will be compiled and will be added as supplemental material for the East Fork Fire Protection District Board and the public to review prior to the meeting.
- Any written public comment received the day of the East Fork Fire Protection District Board meeting will be compiled and added as supplemental materials to the East Fork Fire District’s website and distributed to the East Fork Fire Protection District Board within 24 hours after the meeting.

Members of the public may call Holly Megee at 775-782-9040 to obtain help making public comment using the public comment methods.

Copies of the finalized agenda are posted at the following locations prior to meeting day: East Fork Protection District Administrative Office, Gardnerville Post Office, Minden Post Office, Minden Library, and Douglas County Administration Building. Members of the public may request an electronic copy of the

agenda or supporting materials by contacting Holly Megee at hmegee@eastforkfire.org. An electronic copy of the agenda and supporting materials are available at the following website:

- East Fork Fire website: <https://eastforkfire.org/>

Agenda items may be taken out of order, may be combined for consideration, or may be removed from the agenda at any time. All items designated “for possible action” shall include discussion and possible action to approve, modify, deny, take “no action,” or continue the item.

It is the intent of the East Fork Fire Protection District Board to protect the dignity of citizens who wish to comment before the Board. It is also the desire of the East Fork Fire Protection District Board to provide the citizens with an environment that upholds the highest professional standards. Citizens should have the ability to freely comment on items and/or projects that are brought before the East Fork Fire Protection District Board for action without interference.

Notice to Persons with Disabilities: Members of the public who are disabled and require special assistance or accommodations are requested to notify Holly Megee in writing at 1694 County Road, Minden, Nevada 89423 or by calling 775-782-9040 at least 20 hours in advance.

EAST FORK FIRE PROTECTION DISTRICT
1694 COUNTY ROAD
MINDEN, NEVADA
FINAL AGENDA
May 16, 2023

CLOSED SESSION

12:00 PM

Closed Session. Closed Session to meet with management representatives pursuant to NRS 288.220. 60 minutes.

Note: The East Fork Fire Protection District may from time to time convene a closed session in accordance with NRS 288.220 to discuss matters related to labor negotiations. These sessions will be held in advance of the public portion of the meetings and in the interest of the general public and final call for public comment.

BOARD MEETING

1:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE – John Bellona

PUBLIC COMMENT (No Action)

At this time, public comment will be taken on those matters that are within the jurisdiction and control of the East Fork Fire Protection District Board of Directors

but are not on the agenda for this meeting or those agenda items where public comment will not be taken as a public hearing is not legally required as where an item is for presentation only.

Public Comment may be limited to three minutes per speaker, which will be decided by the Board President or other presiding officer in his/her absence. If you are going to comment on a specific agenda item that the East Fork Fire Protection District Board of Directors will take action on, please make your comments when the item is considered and is opened for public comment.

For members of the public not able to be present when an item on the agenda is heard, Speaker/Comment Cards are available in the Lobby at the entrance to the meeting room. These cards should be completed and given to the District Fire Chief or designee.

ADMINISTRATIVE AGENDA

The Administrative Calendar will be handled as follows:

- (1.) The President will read the agenda title into the public record.
- (2.) Staff will introduce the item and provide a report, if any.
- (3.) The applicant, if any, will have an opportunity to address the Board.
- (4.) The Board will then discuss the item.
- (5.) Once the Board has concluded their discussion, public comment will be allowed and is limited to three minutes per speaker.
- (6.) Once public comment is completed, the Board will then ask any follow-up questions and take action.

On agenda items that are listed as a “presentation” with no action listed, public comment is not legally required and must be made at the beginning of the meeting.

APPROVAL OF AGENDA

- 1. For Possible Action.** Approval of proposed agenda. The East Fork Fire Protection District Board of Directors reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more agenda items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda. (Jacques Etchegoyhen, President) 5 minutes.

APPROVAL OF PREVIOUS MINUTES

- 2. For Possible Action.** Discussion and possible action to approve the draft meeting minutes of the April 18, 2023 meeting of the East Fork Fire Protection District Board of Directors. (Jacques Etchegoyhen, President) 5 minutes.

AWARDS, RECOGNITIONS, PROCLAMATIONS & DONATIONS

3. For Possible Action. Discussion and possible action to accept the donation of \$1,850 from Carson Valley Trails Association, to dedicate the funds for half of the cost of a new Cascade litter (rescue stretcher), and to authorize a letter of appreciation from the Board President. (President, Jacques Etchegoyhen) 5 minutes.

CONSENT CALENDAR

4. CONSENT CALENDAR

Items appearing on the Consent Calendar are items that can be adopted with one motion unless separate consideration is requested by a District Director or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. When items are pulled for discussion, they will automatically be placed at the beginning of the Administrative Agenda or may be continued until another meeting.

Motion to approve the Consent Calendar Items A-F

FINANCE

- A. For Possible Action.** Discussion and possible action to accept the report on general ledger cash balances as of April 30, 2023. (Kathy Lewis, CPA, CFO/Director of Finance)
- B. For Possible Action.** Discussion and possible action to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in April 2023 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)
- C. For Possible Action.** Discussion and possible action to approve payroll expenses paid in April 2023 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)
- D. For Possible Action.** Discussion and possible action to approve the Procurement Card Transactions paid in April 2023 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)
- E. For Possible Action.** Discussion and possible action to approve the East Fork Fire Protection District's ambulance billing bad debt write-offs for the period of March 2023 in the amount of \$3,083.04. (Kathy Lewis, CPA, CFO/Director of Finance)
- F. For Possible Action.** Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of February 2023. (Kathy Lewis, CPA, CFO/Director of Finance)

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION IF ANY

- 5. For Possible Action.** Discussion to approve proposed agreements on selected Articles between the East Fork Fire Protection District (“East Fork”) and the East Fork Professional Firefighters Association (“Non-Supervisory”) and as part of the existing five-year contract. The total estimated fiscal impact for the remaining three years of the original five-year labor contract is approximately \$47,773,477. (Tod F. Carlini, District Fire Chief) 20 minutes.
- 6. For Possible Action.** Discussion and possible action to approve proposed agreements on selected Articles between the East Fork Fire Protection District (“East Fork”) and the East Fork Professional Firefighters Association (“Supervisory”) and as part of the existing five-year contract. The total estimated fiscal impact for the remaining three years of the original five-year labor contract is approximately \$2,979,105. (Tod F. Carlini, District Fire Chief) 20 minutes.
- 7. For Possible Action.** PUBLIC HEARING and possible adoption of Resolution 2023R-001 by which the District adopts the 2018 International Wildland Urban Interface (WUI) code with amendments. (Amy Ray, Deputy Fire Chief/Fire Marshal and Patrick Mooneyhan, Fire Inspector) 20 minutes.
- 8. For Possible Action.** Discussion and possible action authorizing the Board President to sign the Wildland Fire Protection Program Agreement between the State of Nevada Department of Conservation and Natural Resources/Nevada Division of Forestry and the East Fork Fire Protection District for a two-year period at a cost of \$94,382 for State Fiscal Year 2024 and \$94,382 for State Fiscal Year 2025, not to exceed a total two-year cost of \$188,764. (Tod F. Carlini, District Fire Chief) 10 minutes.
- 9. For Possible Action.** Discussion and possible action to allow the District Administration to exceed the maximum approved position roster for Firefighter/EMT, Firefighter/EMT Advanced, and/or Firefighter/Paramedic by one qualified full-time equivalent (FTE) position not to exceed 40 shifts from time of appointment and at a total cost allocation not to exceed \$35,000. (Tod F. Carlini, District Fire Chief) 10 minutes.
- 10. For Possible Action.** Discussion and possible action to approve an Executive Program Manager position, who will be responsible for the overall NV Energy Program, District buildings/facilities, fleet maintenance, Support Services, Logistics and Procurements, Construction, and other related programs. The proposed annual salary range is \$82,902 to \$101,538 and is funded 60% by NV Energy (NVE) and 40% by the District. (Lisa Owen, Director of Administrative Services) 15 minutes.
- 11. For Possible Action.** Discussion and possible action on the adoption of Resolution 2023R-002, which establishes an incident reimbursement rate schedule for the East Fork Fire Protection District effective May 16, 2023. (Kathy Lewis, CPA, CFO/Director of Finance) 10 minutes.
- 12. For Possible Action.** Discussion and possible action on the adoption of Resolution 2023R-003, which establishes a restitution rate schedule for the

East Fork Fire Protection District effective May 16, 2023. (Kathy Lewis CPA, CFO/Director of Finance) 10 minutes.

13. For Possible Action. Public hearing, discussion and possible action to adopt and approve the District's Final Budget for Fiscal Year 2023-2024 in the amount of \$26,711,587, which includes all funds and reserves, and all matters related thereto. (Tod F. Carlini, District Fire Chief) 30 minutes.

14. For Possible Action. Discussion and direction to staff regarding legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues that may impact the East Fork Fire Protection District as may be deemed appropriate by the Board of Directors. (Tod F. Carlini, District Fire Chief) 10 minutes.

15. For Presentation Only. Reports/updates from East Fork Professional Firefighters Association concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 5 minutes.

16. For Presentation Only. Reports/updates from East Fork Volunteer Firefighters Association concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 5 minutes.

17. For Presentation Only. Reports/updates from District Board Members and Administration concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 10 minutes.

CLOSING PUBLIC COMMENT (No Action)

At this time, public comment will be taken on those items that are within the jurisdiction and control of the East Fork Fire Protection District Board of Directors or those agenda items where public comment has not already been taken. (Jacques Etchegoyhen, President)

18. For Possible Action. Discussion and possible action to adjourn the East Fork Fire Protection District Board Meeting. (Jacques Etchegoyhen, President) 5 minutes.

ADJOURNMENT

THE TIMING FOR AGENDA ITEMS IS APPROXIMATE UNLESS OTHERWISE INDICATED AS A TIME SPECIFIC ITEM. ITEMS MAY BE CONSIDERED AHEAD OF OR AFTER THE SCHEDULE INDICATED BY THIS AGENDA.

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Approval of proposed agenda. The East Fork Fire Protection District Board of Directors reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more agenda items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda. (Jacques Etchegoyhen, President) 5 minutes.

2. **Recommended Motion:** Motion to approve the meeting agenda for May 16, 2023.

3. **Funds Available:** NA **Amount:** NA

Fund Name: NA **Account Number:** NA

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** May 16, 2023 **Time Required:** 5 minutes

6. **Agenda:** Initial Meeting Business

7. **Background Information:** The Board of Directors is required to approve the meeting agenda prior to the commencement of business. The East Fork Fire Protection District Board of Directors reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more agenda items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda.

8. **Reviewed by:**
_____ District Fire Chief _____ Board President
_____ Legal Counsel _____ Other

9. **Board Action:**
_____ Approved _____ Approved with Modifications
_____ Denied _____ Deferred
_____ Other

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the draft meeting minutes of the April 18, 2023 meeting of the East Fork Fire Protection District Board of Directors. (Jacques Etchegoyhen, President) 5 minutes.
2. **Recommended Motion:** Motion to approve the minutes of the April 18, 2023 meeting.
3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA
4. **Prepared by:** Tod F. Carlini, District Fire Chief
5. **Meeting Date:** May 16, 2023 **Time Required:** 5 minutes
6. **Agenda:** Initial Meeting Business
7. **Background Information:** The Board of Directors is required to approve the minutes of the previous meeting. The previous meeting was held on April 18, 2023. Attached are the draft minutes.
8. **Reviewed by:**

_____ District Fire Chief	_____ Board President
_____ Legal Counsel	_____ Other
9. **Board Action:**

_____ Approved	_____ Approved with Modifications
_____ Denied	_____ Deferred
_____ Other	

Agenda Item # 2

DRAFT

The Board Meeting of the East Fork Fire Protection District Board was held on Tuesday, April 18, 2023, in-person and virtually, beginning at 1:00 PM.

East Fork Fire Protection District Board Present:

John Bellona, Secretary, District 1
Barbara Griffin, Director, District 2, Virtual
Bernard Curtis, Director, District 3, Absent
Jacques Etchegoyhen, President, District 4
Mike Sommers, Director, District 5

Staff present:

Tod F. Carlini, District Fire Chief
Larry Goss, Deputy Chief of Training and Safety
Amy Ray, Deputy Chief/Fire Marshal
Scott Gorgon, Deputy Chief of Operations
Mark Forsberg, District Legal Counsel
Lisa Owen, Director of Administrative Services
Kathy Lewis, CPA, CFO/Director of Finance
Holly Megee, Clerk to the Board

Additional attendees that addressed the Board:

Jamie Roice-Gomes, Living with Fire
Adam Wennhold, East Fork Fire Engineer
Troy Valenzuela, East Fork Fire Battalion Chief
Elaine Pace, East Fork Fire Volunteer Liaison
Kurt Hildebrand, The Record Courier
Tom Hein, East Fork Fire Volunteer
Jeff May, Retired East Fork Fire Engineer
Terry Taylor, Douglas County Resident, Virtual
Dave Ruben, Douglas County Resident, Public comment received by email

CALL TO ORDER

Board President Jacques Etchegoyhen

INITIAL MEETING BUSINESS

PLEDGE OF ALLEGIANCE

Mike Sommers, Director led the Pledge of Allegiance

PUBLIC COMMENT (No Action)

At this time, public comment will be taken on those items that are within the jurisdiction and control of the East Fork Fire Protection District Board of Directors or those agenda items where public comment will not be taken as a public hearing is not legally required.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

Public Comment may be limited to three minutes per speaker, which will be decided by the Board President or other presiding officer in his/her absence. If you are going to comment on a specific agenda item that the East Fork Fire Protection District Board of Directors will take action on, please make your comments when the item is considered and is opened for public comment.

For members of the public not able to be present when an item on the agenda is heard, Speaker/Comment Cards are available in the Lobby at the entrance to the meeting room. These cards should be completed and given to the District Fire Chief or designee.

President Jacques Etchegoyhen opened public comment.

There was no public comment.

Public comment closed.

ADMINISTRATIVE AGENDA

The Administrative Calendar handled as follows:

1. The President will read the agenda title into the public record.
2. Staff will introduce the item and provide a report, if any.
3. The applicant, if any, will have an opportunity to address the Board.
4. The Board will then discuss the item. Once the Board has concluded their discussion, public comment will be allowed.
5. Public comment will be allowed and is limited to three minutes per speaker.
6. Once public comment is completed, the Board will then ask any follow-up questions and take action.

Agenda items listed as a “presentation” with no action listed, public comment is not legally required, and must be made at the beginning of the meeting.

APPROVAL OF AGENDA

1. For Possible Action. Approval of proposed agenda. The East Fork Fire Protection District Board of Directors reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more agenda items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda. (Jacques Etchegoyhen, President) 5 Minutes.

President Jacques Etchegoyhen opened public comment.

There was no public comment.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

Public comment closed.

MOTION to approve the meeting agenda for April 18, 2023.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Mike Sommers
SECOND BY:	John Bellona
AYES:	Bellona, Griffin, Etchegoyhen, Sommers
NAYS:	
ABSENT:	Curtis

APPROVAL OF PREVIOUS MINUTES

2. For Possible Action. Discussion and possible action to approve the draft meeting minutes of the March 28, 2023 meeting of the East Fork Fire Protection District Board of Directors. (Jacques Etchegoyhen, President) 5 minutes.

President Jacques Etchegoyhen opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve the minutes of the March 28, 2023 meeting as presented.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Barbara Griffin
SECOND BY:	Mike Sommers
AYES:	Bellona, Griffin, Etchegoyhen, Sommers
NAYS:	
ABSENT:	Curtis

AWARDS, RECOGNITIONS, PROCLAMATIONS & DONATIONS

3. For Possible Action. Discussion and possible action regarding Proclamation 2023P-04 to recognize Wildfire Awareness Campaign. (Jacques Etchegoyhen, President) 10 minutes.

President Jacques Etchegoyhen read Proclamation 2023P-04 recognizing Wildfire Awareness Campaign.

Jamie Roice-Gomes, manager with “The Living with Fire Program”, read the following statement:

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

- Wildfire can threaten Nevadan communities and impact homes, property and human life. The key to minimizing the wildfire impact in Nevada is proactive communities that take steps to prepare. In response, representatives of Nevada’s local, state, and federal firefighting agencies; wildfire prone communities; and University of Nevada, Reno Extension have conducted a wildfire awareness campaign every May since 2006. This year, the theme is “Protect Our Home, Prepare for Wildfire”.

Ms. Roice-Gomes stated more information can be found on livingwithfire.com. She stated last year there was a question asking if there is a list of landscape professionals who do work around properties. Living with Fire partnered up with Truckee Meadows Fire to teach landscapers about defensible space fire behavior. There is now a list available of landscape professionals that have gone through the class and training.

She thanked the Board for their time.

President Etchegoyhen opened public comment.

There was no further public comment.

Public comment closed.

MOTION to approve Proclamation 2023P-04 to recognize Wildfire Awareness Campaign.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Mike Sommers
SECOND BY:	John Bellona
AYES:	Bellona, Griffin, Etchegoyhen, Sommers
NAYS:	
ABSENT:	Curtis

President Etchegoyhen called a short recess.

President Etchegoyhen called the meeting back in session.

4. For Possible Action. Discussion and possible action regarding Proclamation 2023P-05 recognizing Jeffrey May on his retirement after 17 plus years of service with the East Fork Fire Protection District. (Jacques Etchegoyhen, President) 10 minutes.

President Jacques Etchegoyhen read Proclamation 2023P-05 recognizing Jeffrey May on his retirement after 17 plus years of service with the East Fork Fire Protection District.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

Jeff May thanked the Board for the acknowledgment and thanked District Fire Chief Tod Carlini for all his support over the years. He stated this is a humble moment for him.

MOTION to accept Proclamation 2023P-05 recognizing Jeffrey May on his retirement after 17 plus years of service with the East Fork Fire Protection District.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	John Bellona
SECOND BY:	Barbara Griffin
AYES:	Bellona, Griffin, Etchegoyhen, Sommers
NAYS:	
ABSENT:	Curtis

5. For Possible Action. Discussion and possible action regarding Proclamation 2023P-06 recognizing Jesse Hale on his 35 years of volunteer service and participation with the East Fork Fire Protection District and the Fish Springs Volunteer Department. (Tod F. Carlini, District Fire Chief) 10 minutes.

District Fire Chief Tod Carlini stated this proclamation is presented to Jesse Hale for his 35 years of volunteer service to the District. He stated Jesse is a dependable Volunteer. He was not able to attend the meeting so Elaine Pace will accept the proclamation for Jesse.

President Jacques Etchegoyhen read Proclamation 2023P-06 recognizing Jesse Hale on his 35 years of volunteer service and participation with the East Fork Fire Protection District and the Fish Springs Volunteer Department.

President Etchegoyhen opened public comment.

Board Clerk Holly Megee stated there was no public comment for agenda item #4. She stated a few people would like to make public comment regarding the retirement of Jeffrey May.

Station Manager Elaine Pace stated Jesse Hale started as a volunteer a year before she did. The two of them have had many adventures together and she is honored to accept his proclamation.

President Etchegoyhen stated he will open public comment for the previous agenda item recognizing Jeffrey May on his retirement after 17 plus years of service with the East Fork Fire Protection District.

Engineer Adam Wennhold described Jeff May as a builder of many things. He stated he will be missed along with his humor and guidance.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

Volunteer Tom Hein stated Jeff May will be missed. He congratulated him on his retirement.

Volunteer Tom Hein congratulated Jesse Hale on 35 years as a Volunteer and thanked him for all the things he has fixed over the years for the District.

District Fire Chief Carlini stated Jeff May came to the District later in life and stated Jeff was one of the first original twelve engineers. He took the job very seriously. He feels an Engineer is one of the best jobs in the fire service that comes with a lot of responsibility. He has an incredible talent in metal work and has done some amazing work for the District and out at the academy. He thanked him for his dedication, expertise, and mentorship.

Secretary John Bellona described Jeff as one of the funniest guys he has ever worked with and stated he will be missed.

Battalion Chief Troy Valenzuela stated Engineers have a difficult job. Jeff has always been someone you can rely on and thanked him for his constant mentorship. He congratulated him on his retirement.

There was no further public comment.

Public comment closed.

President Etchegoyhen apologized for missing public comment on agenda item 4.

MOTION to accept Proclamation 2023P-06 recognizing Jesse Hale on his 35 years of volunteer service and participation with the East Fork Fire Protection District and the Fish Springs Volunteer Department.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Mike Sommers
SECOND BY:	John Bellona
AYES:	Bellona, Griffin, Etchegoyhen, Sommers
NAYS:	
ABSENT:	Curtis

CONSENT CALENDAR

6. CONSENT CALENDAR

Items appearing on the Consent Calendar are items that can be adopted with one motion unless an item is pulled by a District Director or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

the public comment section at the beginning of the meeting and specifically state why they are making the request. When items are pulled for discussion, they will automatically be placed at the beginning of the Administrative Agenda, or may be continued until another meeting. (Jacques Etchegoyhen, President) 5 Minutes.

President Jacques Etchegoyhen explained these items can be adopted with one motion, unless an item is pulled by a District Director, staff, or a member of the public.

- a. For Possible Action.** Discussion to accept the report on general ledger cash balances as of March 31, 2023. (Kathy Lewis, CPA, CFO/Director of Finance)
- b. For Possible Action.** Discussion to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in March 2023 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)
- c. For Possible Action.** Discussion to approve payroll expense paid in March 2023 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)
- d. For Possible Action.** Discussion to approve the Procurement Card Transactions paid in March 2023 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)
- e. For Possible Action.** Discussion to approve the East Fork Fire Protection District's ambulance billing bad debt write-offs for the period of February 2023 in the amount of \$64,745.76. (Kathy Lewis, CPA, CFO/Director of Finance)
- f. For Possible Action.** Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of January 2023. (Kathy Lewis, CPA, CFO/Director of Finance)

President Etchegoyhen opened public comment.

There was no public comment.

Public comment closed.

Director Barbara Griffin asked Director Mike Sommers to clarify the motion.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

President Etchegoyhen stated Director Sommers did not pull an item from the consent calendar, he requested additional information to come back to the Board at a later time.

Director Sommers stated he approved the consent calendar, he just asked for more clarification to come back to the Board on consent item 6e. He explained in the report the write-offs (6e), include billings for the month and the billings are one-third less than prior months and he is requesting information as to why it's lower.

MOTION to approve the Consent Calendar items 6 a, b, c, d, e, & f, requesting staff to explain, at a later date, why the ambulance billings (6e) for the month are lower than prior months.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Mike Sommers
SECOND BY:	John Bellona
AYES:	Bellona, Griffin, Etchegoyhen, Sommers
NAYS:	
ABSENT:	Curtis

7. For Possible Action. Discussion and possible action to adopt Policy #606.6, which establishes a process for non-represented staff to donate or receive accrued annual or sick leave hours to an employee who requires additional leave. (Lisa Owen, Director of Administrative Services) 10 minutes.

Director of Administrative Services Lisa Owen stated policy 606.6 establishes a process for non-represented staff to donate or receive accrued annual or sick leave hours to an employee who requires additional leave.

Director of Administrative Services Owen highlighted important areas of Policy #606.6:

- The ability to donate the time is voluntary
- Criteria must be met before approved
- Donor must be a full-time or part-time employee
- Donor must be employed with the District for at least 12 months and have sufficient time available
- The person receiving the donation must meet criteria to request donations (medical in nature, due to a condition to themselves or immediate family member, qualifying condition under FMLA)
- The request is submitted to the Director of Administration
- The policy is specific to non-represented employees (represented employees have their own policy through the CBA)
- Time donated is calculated down (their wage) to the person receiving the donated time

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

- The employee must use up all their own time first before requesting donations
- When the employee returns to work, any leftover time will be returned to the employee (s) who donated

Director of Administrative Services Owen stated Director Mike Sommers suggested a recommended change.

Below is the recommended change:

- Under procedure c #5, add the word “current” before base rate towards the end of the sentence.

Director Sommers asked if represented employees can donate to non-represented employees.

Director of Administrative Services Owen stated yes, and that is mentioned in the policy.

President Jacques Etchegoyhen opened public comment.

There was no public comment.

Public comment closed.

MOTION to adopt Policy #606.6, which establishes a process for non-represented staff to donate or receive accrued annual or sick leave hours to an employee who requires additional leave, including the recommended change.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	John Bellona
SECOND BY:	Barbara Griffin
AYES:	Bellona, Griffin, Etchegoyhen, Sommers
NAYS:	
ABSENT:	Curtis

8. For Possible Action. Discussion and possible action regarding the adoption of the East Fork Fire Protection District Capital Improvement Plan 2023-2028 totaling an estimated \$6,327,000 for the five (5) year period. (Tod F. Carlini, District Fire Chief and Kathy Lewis, CPA, CFO/Director of Finance) 30 minutes.

District Fire Chief Tod Carlini and Director of Finance Kathy Lewis presented the PowerPoint.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

District Fire Chief Carlini stated the CIP is part of the budget process and is for the period 2023-2028. A lot goes into putting the CIP together. There will be more focus on facilities, transitioning of the plan due to the expiration of debt and whether the District wants to carry the debt forward or re-invest, etc. There are many considerations the Board needs to be thinking about.

Director of Finance Lewis stated in the packet the PowerPoint presentation read 2022-2027 and it should read 2023-2028.

Below is the outline of the Capital Improvement Plan 2023-2028 PowerPoint presentation:

Brief refresher:

- A Capital Improvement Plan (CIP) contains the individual capital projects, equipment purchases, facility needs, and major studies that a local government would like to pursue or acquire over a specific time period, usually five years.
- The plan provides a working blueprint for sustaining and improving the organization's infrastructure and equipment.
- It coordinates strategic planning, financial capacity, and physical development.
- The CIP stands at the epicenter of the District's Planning and Finance functions.

A dynamic document:

- In general, the CIP is a planning document that is updated annually and subject to change as the needs of the organization and community become more defined and projects move along in their respective planning and budgeting processes.
- The current year of the plan generally reflects the needs and actions more accurately while each succeeding year tends to be more dynamic.

Using a CIP:

- The effective use of a CIP process provides for:
 - Considerable advanced project identification
 - Planning
 - Evaluation
 - Scope
 - Definition
 - Design
 - Public discussion
 - Cost estimating
 - Financial planning

FY 2022-2023 accomplishments:

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

- Based on last year’s adopted CIP, the District has completed or is completing the planned acquisitions.
- Over \$1,200,000 was spent or is allocated on capital purchases, equipment, facilities, and debt.
- Notes and Some Accomplishments:
 - Debt Service is considered a “capital expenditure” for the purposes of this CIP in as much as they fund a true capital purchase
 - Double sets of turnouts for each line staff member nears completion
 - IT devices now on a purchase basis and not under a lease
 - Station #15 renovation for Fuels and Fire Program
 - Remount and purchase of ambulances

Budgeted capital, allocations & debt service:

• Expenditures budgeted through FY22-27 CIP:	
• Type I Engines (3) (debt)	\$220,800
• Type 1 Remount	\$135,000
• Type 1 Ambulance	\$341,750
• SCBA (Match Funds plus additional)	\$115,000
• Mobile and Portable Radios (debt)	\$ 56,200
• PPE	\$ 50,000
• Rescue Tools	\$ 15,147
• Fire Hose Replacement	\$ 20,000
• Small Equipment	\$ 10,000
• IT Devices	\$ 15,784
• Asphalt Repaving	\$ 18,500
• Gym Equipment	\$ 5,000
• Renovation of Station #15	\$200,000
 Total	 \$1,203,181

CIP summary: (A chart was provided)

Summary of FY23/24 funding sources: (A chart was provided)

Funding needs summary:

- Based on the preceding recommendations the East Fork Fire Protection District estimates over the next five (5) years, the District needs to consider \$6,327,000 in Capital Investments. The amount considers the three areas of capital investment identified in this document.
 - Apparatus: \$4,219,800 (66.70%)
 - Major Equipment: \$ 583,700 (9.23%)
 - Facilities: \$1,523,500 (24.08%)

The CIP Pie Chart: (A chart was provided)

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

Funding distribution by fiscal year: (A chart was provided)

Facilities study:

- Under the current CBA, the District is working collaboratively with the labor association to evaluate the existing facilities regarding “habitability”.
- District facility upgrade, expanded maintenance, and modification will need to move towards the front of the expenditure line.

Funding strategies:

- The CIP also includes a section on funding strategies and provides discussion on each. They may include:
 - Pay-as-you-go (PAYG)
 - Medium term bond/Loan Funds
 - Inter-governmental Loans/Grants
 - Grant Funding
 - Impact Fees
 - Development Agreements
 - Tax Rate Adjustments
 - Sale of Excess Property and Assets
 - Philanthropic Donations

Final thoughts:

- The need for capital investment planning is important
- The District will always have many critical needs
- Not all items within a CIP will be funded or can be funded
- The CIP can allow the organization and governing body to establish priorities, make adjustment, establish procurement policies, and otherwise better manage its financial resources that are applied to capital improvements
- The CIP document should be considered a dynamic document subject to significant change over time
- Unforeseen influences can and will have an impact to what is presented or what can be funded. This can be positive or negative
- The CIP is a guide towards future needs and capital costs

A reminder:

- Just because it is in it, doesn’t guarantee the District will get it.... CIP’s are a living document both in terms of needs, funding availability, and availability of products and services.

District Fire Chief Carlini stated one of the main items the District needs to fund is SCBA’s. The District is fortunate to be part of a regional AFG grant that will fund about \$650,000 of capital needs, which will provide SCBA’s.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

Director Mike Sommers asked if the District is receiving any indication of any type of revenue from the water tender impact fees.

Deputy Fire Chief/Fire Marshal Amy Ray stated the District has received a few.

Director Sommers asked how it is tied to what is in the CIP as far as making the funds available and what period of time to order a tender.

District Fire Chief Carlini stated in the CIP an allocation of revenue is included based on the pattern of submittals. It is not the complete cost. The District will need to add funds because the need for water tenders has become urgent. There is not a lot of revenue history so currently, it is based on this year's projects and an estimated amount for the future, which is part of the identified cost in the CIP.

Director Sommers stated he feels the District will need the tenders sooner rather than later and the longer the District waits, the cost of the tender will most likely increase. He asked if now is the time for the District to consider looking at new funding (debt) to make the purchases now and when the impact fees come in, apply those funds to the debt so the tender can be ordered.

District Fire Chief Carlini stated the short answer is yes. The District has had that discussion. As debt is paid down there is a certain amount of value or capability of borrowing money. The District needs to pay attention to the interest rates. There seems to be a longer period to acquire apparatus.

Director Sommers stated what he is suggesting is to lock in debt, a rate and cost now. The impact fees can be set aside and used to pay down the debt.

District Fire Chief Carlini stated there needs to be caution when talking about tender fees and impact fees. Impact fees, by legislation, are something completely different. Those funds are restricted to apparatus that can haul water.

Director Sommers stated he used impact fees because that was presented as far as sources.

District Fire Chief Carlini stated there should've been something in the presentation that discusses the fee as a regulation opposed to impact.

District Fire Chief Carlini stated a consideration with purchasing is some companies offer to lock in the cost if you order and pay now on the front end. It is something to consider. Borrowing money does cost the District because the District needs to go through a bond counselor and a company hired to solicit the loans. If this is something the Board would like to consider, the

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

District needs to start thinking about moving forward. At this time the District is approved for \$2,000,000, which is set by the Department of Taxation. The amount of debt the District currently has is subtracted from the \$2,000,000.

Director Sommers stated he feels if the District acts now instead of later, it will cost the District less.

Secretary John Bellona asked how long is the process.

District Fire Chief Carlini explained the process takes about 90 days. The District can explore the options. The District was very successful with the last one.

President Jacques Etchegoyhen stated the inflation of the cost of apparatus almost always exceeds the amount of money allowed to borrow.

Director Barbara Griffin asked if there was a group that worked on the CIP. She stated it is a great document and well put together. She thanked everyone who participated.

District Fire Chief Carlini stated it was a group effort throughout the entire organization.

President Etchegoyhen asked what interest rate would the District obtain.

District Fire Chief Carlini stated the last time he talked to the financial advisor, he informed the District, now is not a good time in regards to interest rates.

District Fire Chief Carlini stated he feels it would be close to 4%.

Director Sommers stated he thinks it would be less than 4%.

President Etchegoyhen opened public comment.

Tom Hein added something else to consider is the cost of vehicles continues to raise. The District tenders are old and the need is there for a new tender.

There was no further public comment.

Public comment closed.

MOTION to adopt the East Fork Fire Protection District Capital Improvement Plan 2023-2028 totaling an estimated \$6,327,000 for the five (5) year period and direct the District to start obtaining information for the resources so the resources can be used for the appropriations of the purchases.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Mike Sommers
SECOND BY:	Barbara Griffin
AYES:	Bellona, Griffin, Etchegoyhen, Sommers
NAYS:	
ABSENT:	Curtis

9. For Possible Action. Discussion and possible action for the first reading on the Wildland Urban Interface (WUI) code regulation adoption. (Amy Ray, Deputy Fire Chief/Fire Marshal and Patrick Mooneyhan, Fire Inspector) 20 minutes.

Deputy Fire Chief/Fire Marshal Amy Ray stated this item is the first reading of the WUI that was brought forward at last month’s Board meeting. No changes were made to the document. The request is for approval of the first reading and move forward next month for the second reading.

President Jacques Etchegoyhen opened public comment.

Kurt Hildebrand, The Record Courier, asked if there is a date set for the second reading.

Deputy Fire Chief/Fire Marshal Ray stated possibly May, but a date has not been officially set.

Secretary John Bellona would like to make a motion to give direction to bring the second reading back to the Board on May16, 2023.

President Etchegoyhen read into record public comment sent in from a Johnson Lane citizen; Dave Ruben. “Holly, unfortunately I am not able to make the meeting tomorrow but wanted to convey to the Board and staff my appreciation for the work that went into the proposed adoption of Chapter 5 of the International Wildland Urban Interface Code. Defensible space and hardening the exterior of our homes is the only way these buildings can survive a wildland fire. Adopting the IWUIC has been a long time coming and I appreciate the Board considering this code. Thank you, Dave Ruben, Johnson Lane homeowner”.

There was no further public comment.

Public comment closed.

Secretary Bellona stated there is an error in the WUI document. On page 3, “Minimum 6” x 6” columns, 4” x 8” floor joists, 4” z 10” or 6” x 8” beams, 3” x n” ledgers, and 2” x n” decking.”, the z needs to be corrected to a x.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

Director Barbara Griffin asked Legal Counsel Mark Forsberg if the motion can be made to bring it back or does the Board just give direction.

Legal Counsel Forsberg stated he thinks the motion was direction to bring it back in May. He stated there is a possibility it doesn't come back in May.

Director Griffin stated maybe she misunderstood but she thought someone made a motion to bring it back in May.

Legal Counsel Forsberg stated that is the way it was phrased.

President Etchegoyhen understands the motion is a second reading in May and adoption at that time.

Director Mike Sommers stated he knows Director Bernard Curtis would want to make sure the District gets as much information out to the public as possible so they can respond.

President Etchegoyhen stated the District will do as much public outreach as possible and the date is not set in stone and can be pushed out if needed.

Director Sommers asked if most contractors are aware of the WUI.

Deputy Fire Chief/Fire Marshal Ray explained many contractors are already building using WUI. She stated it can be brought back in May for adoption but won't go into effect until July 1.

President Etchegoyhen said it is appropriate to adopt and give lead time to go into effect to make certain everyone is aware of the code.

Director Sommers asked Legal Counsel Forsberg if the motion should be amended to read it will be adopted but not go into effect until July.

Legal Counsel Forsberg replied the effective date can be part of the motion when the code is adopted.

District Fire Chief Tod Carlini stated the District does have plans for public outreach. The District has met with Community Development and Douglas County Building Department in regards to the WUI. He stated designers, contractors, etc. are aware of WUI and many are already including WUI in the specifications on the plans. When the DC Building Department performs inspections, the inspections are not against the code, they are inspecting based on the plans. Tahoe Douglas Fire Department already has the WUI in place.

President Etchegoyhen stated this is the first reading that technically does not need to be adopted.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

Director Griffin stated a vote was not taken on the motion or second.

President Etchegoyhen stated it is not required to vote on the first reading.

Director Sommers stated a motion was already made.

MOTION to accept the first reading on the Wildland Urban Interface (WUI) code regulation adoption and will be brought back for a second reading on May 16, 2023.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	John Bellona
SECOND BY:	Mike Sommers
AYES:	Bellona, Griffin, Etchegoyhen, Sommers
NAYS:	
ABSENT:	Curtis

10. For Possible Action. Discussion and direction to staff regarding legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues that may impact the East Fork Fire Protection District as may be deemed appropriate by the Board of Directors. (Tod F. Carlini, District Fire Chief) 10 minutes.

District Fire Chief Tod Carlini stated a summary of bills was provided as backup. He thanked Adam Wennhold for his review and the information he provided that he feels the District should be aware of. He stated there are a few interesting bills on the summary including one of them being the Town of Minden siren. The Town of Minden has control of the siren. Engineer Wennhold is present to comment.

Engineer Adam Wennhold stated regarding interesting bills, aside from the siren bill, SB 261 would directly impact the creation of regulations which could impact things and requires outreach to the Chamber of Commerce.

Director Mike Sommers asked about the bill that changes the EMS licensing from one to five years. Would that create a fiscal impact to the District.

Engineer Wennhold replied as it was passed from the committee, it was changed from one year to two years. He feels every two years is better than one year for workload. As it stands now, the EMS certifications for individuals are every two years.

President Etchegoyhen thanked Engineer Wennhold for his work and attention to this matter.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

Engineer Wennhold asked District Fire Chief Carlini when the District stopped using the siren for dispatching.

District Fire Chief Carlini replied around 2004 and around that same time the District stopped the use of the Genoa siren also.

President Etchegoyhen opened public comment.

There was no further public comment.

Public comment closed.

Agenda item 12 was taken out of order. Agenda item 12 was heard before agenda item 11.

12. For Presentation Only. Reports/updates from East Fork Volunteer Firefighters Association concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 5 minutes.

Volunteer Liaison, Elaine Pace noted:

- AED's have arrived and will be installed in Station's 2, 5, 6, 8, 9 and 10
- 15 Volunteers will be taking the basic wildland class and 35 Volunteers will be taking the recertification

11. For Presentation Only. Reports/updates from East Fork Professional Firefighters Association concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 5 minutes.

Engineer Adam Wennhold noted:

- Negotiations has been very productive
- The Burn Fund made a recent donation to a family that lost their home due to a fire and gave sympathies to the family involved

13. For Presentation Only. Reports/updates from District Board Members and Administration concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 10 Minutes.

Deputy Chief of Operations Scott Gorgon noted:

- No report

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

Director of Administrative Services Lisa Owen noted:

- No report

Deputy Chief/Fire Marshal Amy Ray noted:

- No report

Deputy Chief Training and Safety Larry Goss noted:

- Academy is finishing up the classroom portion of wildland. The individuals in the academy for the District are doing outstanding and continue to be top of the class
- Thanked Director Barbara Griffin for visiting the academy
- IT transition is going well

Director Mike Sommers asked if the conversion of the phones is taking place.

Deputy Chief Goss stated yes. There was a hands-on meeting last week showing office staff the new phone options.

Director Mike Sommers noted:

- No report

President Jacques Etchegoyhen noted:

- No report

Secretary John Bellona noted:

- No report

Director Barbara Griffin noted:

- No report

Legal Counsel Mark Forsberg noted:

- No report

CPA, CFO/Director of Finance Kathy Lewis noted:

- No report

District Fire Chief Tod Carlini noted:

- Focusing on the NV Energy contract
- Station 15 near completion, mid-May

Director Sommers requested holding a future Board meeting at Station 15.

Director Barbara Griffin noted:

- Thanked Deputy Chief Goss for taking her to the academy

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

Director Sommers asked what is happening with the dispatch center.

District Fire Chief Carlini stated that is difficult to answer because he doesn't think Brent Finster has been there long enough. He has hired additional staff; his approach will be different than the District has seen in the past; he has entertained to enter into an agreement with the District (follow-up needs to take place), etc. He stated Mr. Finster has been with the County less than 30 days and the first ten days, he was busy with the weather/flood event. Some of the staffing challenges are something that can't be turned around quickly.

Director Sommers asked how is the Emergency Management transition going.

District Fire Chief Carlini stated he has had one meeting with the future Emergency Manager and it went well. He believes there will be a learning curve but the District will continue to provide the services and is committed to a smooth transition. She starts May 8, 2023.

CLOSING PUBLIC COMMENT (No Action)

President Jacques Etchegoyhen opened closing public comment.

Terry Taylor stated he was having computer problems and apologized for logging in late. He greatly appreciates the Board joining the other communities in adopting the WUI code. He stated in his years of being in the business, he has found a constant drum beat by contractors and developers of too much divergence in codes. By adopting the WUI, Douglas County is joining other communities to establish a basic standard of fire safety for residential and commercial buildings in the WUI zones. He thanked everyone for all their hard work. The Fire Prevention Association and State Arson Investigators Association are in support of the WUI. He stated there have been negotiations on various levels with insurance companies regarding giving homeowners discounts or guarantee of re-insurance if they comply with WUI. He thanked everyone for moving forward with the WUI.

Kurt Hildebrand, The Record Courier, congratulated District Fire Chief Carlini for being chosen Citizen of the Year by the Elks.

There was no further closing public comment.

Public comment closed.

ADJOURNMENT

16. For Possible Action. Discussion and possible action to adjourn the East Fork Fire Protection District Board Meeting. (Jacques Etchegoyhen, President) 5 Minutes.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF APRIL 18, 2023**

MOTION to adjourn; carried.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Mike Sommers
SECOND BY:	John Bellona
AYES:	Bellona, Griffin, Etchegoyhen, Sommers
NAYS:	
ABSENT:	Curtis

There being no further business to come before the Board, the meeting adjourned at 2:32 pm.

Respectfully submitted:

Jacques Etchegoyhen, President
East Fork Fire Protection District

ATTEST:

Holly Megee, Board Clerk
East Fork Fire Protection District

East Fork Fire Protection District

AGENDA ACTION SHEET

- 1. **Title: For Possible Action.** Discussion and possible action to accept the donation of \$1,850 from Carson Valley Trails Association, to dedicate the funds for half of the cost of a new Cascade litter (rescue stretcher), and to authorize a letter of appreciation from the Board President. (President, Jacques Etchegoyhen) 5 minutes.

- 2. **Recommended Motion:** Motion to accept the donation of \$1,850 from Carson Valley Trails Association, to dedicate the funds for half of the cost of a new Cascade litter (rescue stretcher), and to authorize a letter of appreciation from the Board President.

- 3. **Funds Available:** NA **Amount:** NA

Fund Name: NA **Account Number:** NA

- 4. **Prepared by:** President, Jacques Etchegoyhen

- 5. **Meeting Date:** May 16, 2023 **Time Required:** 5 minutes

- 6. **Agenda:** Administrative Agenda

- 7. **Background Information:** On April 20, 2023, the District received a \$1,850 donation from Carson Valley Trails Association. Carson Valley Trails Association requested the donation be dedicated for half of the cost of a new Cascade litter. The District is most grateful for this donation.

- 8. **Reviewed by:**

_____ District Fire Chief	_____ Board President
_____ Legal Counsel	_____ Other

- 9. **Board Action:**

_____ Approved	_____ Approved with Modifications
_____ Denied	_____ Deferred
_____ Other	



CARSON VALLEY TRAILS ASSOCIATION
P.O. Box 222, Minden, NV 89423
www.carsonvalleytrails.org

April 20, 2023

East Fork Fire Protection District
1694 County Rd.
Minden, NV 89423

ATTN: Justin Tenney

To East Fork Fire Protection District,

Carson Valley Trails Association is pleased to provide this check in the amount of \$1,850.00 to fund ½ the cost of a new Cascade litter.

If you have any questions, please contact Jeremy Vlcan via email at jeremyvlcan@gmail.com.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dianne Jennings".

Dianne Jennings
Treasurer
Carson Valley Trails Association



EAST FORK FIRE PROTECTION DISTRICT

1694 County Road
Minden, NV 89423
775-782-9040
775-782-9043 (fax)
www.eastforkfire.org

Tod F. Carlini, District Fire Chief
Amy Ray, Deputy Fire Chief/Fire Marshal
Scott Gorgon, Deputy Chief/Operations
Larry Goss, Deputy Fire Chief/Training
Lisa Owen, Director of Administrative Services
Kathy Lewis, CPA, Director of Financial Services

May 16, 2023

Dear Carson Valley Trails Association,

The East Fork Fire Protection District would like to thank you for the very generous donation of \$1,850.00.

The donation will be used at your request to fund half the cost of a new Cascade litter. This will be an incredible resource to assist emergency personnel while responding to patients in distress in remote areas.

Carson Valley Trails Association, thank you for your generosity and thoughtfulness. It is truly appreciated and will always be remembered by the East Fork Fire Protection District staff and me.

Sincerely,

*Jacques Etchegoyhen, District Fire Board President
East Fork Fire Protection District*

cc: file

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Approval of Consent Calendar Items A-F. (President, Jacques Etchegoyhen) 5 minutes.

2. **Recommended Motion:** Motion to approve the Consent Calendar Items A-F.

3. **Funds Available:** NA **Amount:** NA

Fund Name: NA **Account Number:** NA

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** May 16, 2023 **Time Required:** 5 minutes

6. **Agenda:** Consent Calendar

7. **Background Information:** Items appearing on the Consent Calendar are items that can be adopted with one motion unless an item is pulled by a District Director, the administration, or a member of the public. Members of the public who wish to have a consent item placed on the Administrative agenda shall make that request during public comment section at the beginning of the meeting and specifically state why they are making the request. When items are pulled for discussion, they will automatically be placed at the beginning of the Administrative Agenda or may be continued until another meeting. The Consent Calendar includes six items A-F, which is attached.

8. **Reviewed by:**

_____ District Fire Chief	_____ Board President
_____ Legal Counsel	_____ Other

9. **Board Action:**

_____ Approved	_____ Approved with Modifications
_____ Denied	_____ Deferred
_____ Other	

Agenda Item # 4

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to accept the report on general ledger cash balances as of April 30, 2023. (Kathy Lewis, CPA, CFO/Director of Finance)

2. **Recommended Motion:** Motion to accept the report on general ledger cash balances as of April 30, 2023.

3. **Funds Available:** NA **Amount:** \$5,403,629.38
Fund Name: General, Emergency **Account Number:** Various

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** May 16, 2023 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** The attached “Cash Cross Fund” report reflects the cash balances currently recorded in the District's general ledger or official accounting record. General ledger cash balances may differ from cash balances reported in the treasury.

8. **Reviewed by:**
_____ District Fire Chief _____ Board President
_____ Legal Counsel _____ Other

9. **Board Action:**
_____ Approved _____ Approved with Modifications
_____ Denied _____ Deferred
_____ Other

Agenda Item # 4A

**East Fork Fire Protection District
Cash Cross Fund Report**

**As of:
April-23**

Fund #	Fund Name	Account #	Account Description	Beginning of Month Balance	Changes	Ending of Month Balance
650	General Fund	101.650	Cash in Bank - EFFPD	306,030.76	249,938.45	555,969.21
650	General Fund	101.701	LGIP - Local Govt Investment Pool	4,922,668.18	(410,014.42)	4,512,653.76
650	General Fund	101.703	Reserve Account - Pitney Bowes	1,844.00	-	1,844.00
650	General Fund	102.000	Petty Cash	100.00	-	100.00
Fund Total				5,230,642.94	(160,075.97)	5,070,566.97
651	Emergency Fund	101.650	Cash in Bank - EFFPD	-	-	-
651	Emergency Fund	101.701	LGIP	332,051.58	1,010.83	333,062.41
Fund Total				332,051.58	1,010.83	333,062.41
Grand Total: 2 Funds				5,562,694.52	(159,065.14)	5,403,629.38

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in April 2023 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)

2. **Recommended Motion:** Motion to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in April 2023 per NRS 474.210.

3. **Funds Available:** Yes **Amount:** \$1,552,974.22

Fund Name: General **Account Number:** Various

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** May 16, 2023 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** Attached is a list of checks issued for accounts payable, cash disbursements/automatic withdrawals and transfers for the dates noted above.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

Company name: East Fork Fire Protection District
Report name: Payables for Prior Month
Created on: 4/25/2023
Fund: All Funds--All Funds

Type	Date	Check No.	Payee Name	Transaction Amount
Record Transfer	4/3/2023		Cybersource	5.99
Record Transfer	4/4/2023		AuthorizeNet	30.00
Record Transfer	4/4/2023		Aetna Life Insurance	155,550.98
Record Transfer	4/5/2023		Aflac	969.06
Record Transfer	4/6/2023		TASC Client Services	7,398.16
Record Transfer	4/6/2023		State of NV - DCP	47,549.43
Check	4/7/2023	10925	Aetna TX	1,339.98
Check	4/7/2023	10926	Anthem BC/BS 73651	1,322.42
Check	4/7/2023	10927	Black Point LLC	65.00
Check	4/7/2023	10928	Building Services of CA & NV, LLC	525.00
Check	4/7/2023	10929	Campora Propane	2,625.58
Check	4/7/2023	10930	Cashman Equipment Company	2,776.75
Check	4/7/2023	10931	Central Sierra Construction, Inc.	15,044.19
Check	4/7/2023	10932	Cintas	326.31
Check	4/7/2023	10933	Flyers Energy LLC	2,424.57
Check	4/7/2023	10934	Hunt & Sons, Inc	126.85
Check	4/7/2023	10935	Kronos Incorporated	5,615.42
Check	4/7/2023	10936	Les Schwab Tire Centers of Nevada	109.99
Check	4/7/2023	10937	NV Consulting LLC	1,550.00
Check	4/7/2023	10938	O'Reilly Auto Parts	29.99
Check	4/7/2023	10939	Pacific Shredding	86.67
Check	4/7/2023	10940	Ray Morgan	17.68
Check	4/7/2023	10941	RO Anderson	2,000.00
Check	4/7/2023	10942	Siddons-Martin Emergency Group	671.82
Check	4/7/2023	10943	Silver State International	695.00
Check	4/7/2023	10944	TASC Client Services	186.00
Check	4/7/2023	10945	Town of Minden	541.45
Check	4/7/2023	10946	United Healthcare - 0804	185.00
Check	4/7/2023	10947	United Healthcare - 0819	149.34
Check	4/7/2023	10948	Zoll Data Systems, Inc	4,489.15
Record Transfer	4/7/2023		VOYA Benefit Strategies	11,430.63
Record Transfer	4/11/2023		VOYA Benefit Strategies	45.60
Record Transfer	4/12/2023		Optum Financial	102.56
Check	4/14/2023	10949	Ace Hardware	334.69
Check	4/14/2023	10950	Aetna	203.27
Check	4/14/2023	10951	Airtec Gases	185.76
Check	4/14/2023	10952	Alexander Zink	641.91
Check	4/14/2023	10953	Amazon Business	2,556.21
Check	4/14/2023	10954	BLD Consulting	1,000.00
Check	4/14/2023	10955	Bound Tree Medical, LLC	89.75
Check	4/14/2023	10956	Campora Propane	1,015.92
Check	4/14/2023	10957	Carson Dodge Chrysler	335.85
Check	4/14/2023	10958	Cintas	83.93
Check	4/14/2023	10959	CMC Tire Inc	641.80
Check	4/14/2023	10960	Cotiviti	1,194.82
Check	4/14/2023	10961	Douglas Disposal	761.79
Check	4/14/2023	10962	Elaine Pace	390.00
Check	4/14/2023	10963	Entenmann-Rovin Co	603.50
Check	4/14/2023	10964	Flyers Energy LLC	665.06
Check	4/14/2023	10965	Frontier Communications	54.99
Check	4/14/2023	10966	Gardnerville Ranchos GID	203.60
Check	4/14/2023	10967	Hazmat Resource	1,896.57
Check	4/14/2023	10968	Henry Schein, Inc	51.70
Check	4/14/2023	10969	Hunt & Sons, Inc	1,114.40

Company name: East Fork Fire Protection District
Report name: Payables for Prior Month
Created on: 4/25/2023
Fund: All Funds--All Funds

Type	Date	Check No.	Payee Name	Transaction Amount
Check	4/14/2023	10970	Jesse A. Tschetter	145.26
Check	4/14/2023	10971	Knox Company	180.00
Check	4/14/2023	10972	Kronos Incorporated	56.05
Check	4/14/2023	10973	Life-Assist, Inc	229.03
Check	4/14/2023	10974	LN Curtis	781.37
Check	4/14/2023	10975	NV St Dept of Conservation (Forestry)	22,763.00
Check	4/14/2023	10976	NV St Dept of Public Safety	98.25
Check	4/14/2023	10977	O'Reilly Auto Parts	309.64
Check	4/14/2023	10978	Oshinski & Forsberg, Ltd.	1,968.75
Check	4/14/2023	10979	Parts House	913.61
Check	4/14/2023	10980	Public Employee's Benefits Program	399.14
Check	4/14/2023	10981	Ray Morgan	375.00
Check	4/14/2023	10982	Siddons-Martin Emergency Group	679.38
Check	4/14/2023	10983	Sierra Nevada Plumbing	1,280.00
Check	4/14/2023	10984	Silver State International	1,579.70
Check	4/14/2023	10985	SMG Fire Consulting Group LLC	13,906.50
Check	4/14/2023	10986	Town of Gardnerville	60.93
Check	4/14/2023	10987	US District Court Water Master	59.67
Check	4/14/2023	10988	Xerox Corporation	524.00
Check	4/14/2023	10989	ZOLL Medical Corporation	1,386.00
Record Transfer	4/17/2023		VSP	1,149.17
Record Transfer	4/17/2023		Bank of America- Checking	122.68
Record Transfer	4/17/2023		Public Employees' Retirement System of Nevada	269,204.73
Record Transfer	4/18/2023		VOYA Benefit Strategies	64.58
Record Transfer	4/20/2023		LGIP (Local Govt Investment Pool)	400,000.00
Record Transfer	4/20/2023		PACT	358,066.75
Record Transfer	4/20/2023		TriZetto	50.00
Record Transfer	4/20/2023		State of NV - DCP	29,020.45
Check	4/21/2023	10990	Ace Hardware	25.97
Check	4/21/2023	10991	Brady Industries, LLC	263.69
Check	4/21/2023	10992	Campora Propane	7,110.53
Check	4/21/2023	10993	Cintas	335.01
Check	4/21/2023	10994	Conway Communications	105.00
Check	4/21/2023	10995	Costco Membership	180.00
Check	4/21/2023	10996	Douglas County Treasurer	102,714.00
Check	4/21/2023	10997	Douglas County Utilities	1,579.31
Check	4/21/2023	10998	Flyers Energy LLC	4,200.77
Check	4/21/2023	10999	Gear Wash	673.50
Check	4/21/2023	11000	Henry Schein, Inc	447.49
Check	4/21/2023	11001	Howell's Lock and Safe	951.00
Check	4/21/2023	11002	Life-Assist, Inc	312.47
Check	4/21/2023	11003	NV Consulting LLC	1,550.00
Check	4/21/2023	11004	Paul Gilbert	853.86
Check	4/21/2023	11005	REMSA	6.00
Check	4/21/2023	11006	Sierra Nevada Plumbing	130.00
Check	4/21/2023	11007	Tahoe Douglas Fire Protection District	1,494.13
Check	4/21/2023	11008	Waystar	1,067.21
Check	4/21/2023	11009	Wharton Concrete	5,841.79
Check	4/21/2023	11010	BLD Consulting	8,300.00
Check	4/21/2023	11011	Carson Valley Medical Center	8,636.00
Check	4/21/2023	11012	CMC Tire Inc	2,887.84
Check	4/21/2023	11013	Kussmaul Electronics	504.34
Check	4/21/2023	11014	LN Curtis	2,125.18

Company name: East Fork Fire Protection District
Report name: Payables for Prior Month
Created on: 4/25/2023
Fund: All Funds--All Funds

Type	Date	Check No.	Payee Name	Transaction Amount
Check	4/21/2023	11015	O'Reilly Auto Parts	384.77
Record Transfer	4/21/2023		VOYA Benefit Strategies	11,230.63
Record Transfer	4/24/2023		Pitney Bowes Lease	513.39
Record Transfer	4/24/2023		Standard Insurance Company	3,164.61

Total 111 records

Sum Total 1,552,974.22

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve payroll expenses paid in April 2023 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)

2. **Recommended Motion:** Motion to approve payroll expenses paid in April 2023 per NRS 474.210.

3. **Funds Available:** Yes **Amount:** \$1,246,424.22

Fund Name: General **Account Number:** Various

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** May 16, 2023 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** Attached is the summarized payroll registers for the month. Please note, total costs reported are gross earnings, East Fork Fire Protection District paid deduction and taxes (employer).

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

Agenda Item # 4C



EAST FORK FIRE (6142201)
 1694 COUNTY ROAD
 Minden, NV 89423-4405
 United States

Payroll Register (By Account)
Board Report - Payroll Summary

Pay Dates: 04/01/2023-04/30/2023

Report Total

of EE's - 102 / # of Statements - 197

Pay Type	Hrs	Amt	Deduction	EE Amt	ER Amt	Taxes	Amt	Net Pay	Amt
NVE-Reg	1135.50	29,995.63	NVPERS Fire	-	253,626.96	FIT	95,176.23	Direct Deposit	576,179.96
Regular	17443.00	573,335.84	NVPERS Reg	-	24,046.40	MEDI	11,422.83	Check	11,913.05
WC	214.34	8,261.75	Dist Paid Dent	-	7,717.12	SIT:CA	985.97	Totals:	588,093.01
Act-REG	116.00	-	Dist Paid Life	-	527.68	Totals:	107,585.03		
NVE Act-REG	-	-	Dist Paid Vis	-	1,041.11	MEDI	11,422.83		
Prec-REG	48.00	-	Dist Pd Med	-	134,379.53	SUTA:NV	-		
FLSA	388.50	11,810.54	Donate	300.00	-	ER Totals:	11,422.83		
HIW	-	1,350.00	HSA Acct Fee	-	198.00	All Totals:	119,007.86		
OT	2232.75	106,272.07	HSA Fam 55	670.80	-				
NVEOT	02.00	81.88	HSA Ind 55	691.64	-				
Act-OT	199.00	9,630.68	HSA Pre Fam	17,931.06	-				
NVE-ActOT	-	-	HSA Pre Ind	2,862.34	-				
C1	174.00	12,865.13	HSA Special	2,175.00	-				
RTW	22.50	1,356.48	HSA Special	-1,605.00	-				
ActInc-OT	199.00	1,024.82	457 Roth post t	13,923.31	-				
ActInc-RTW	-	-	457-%	51,963.91	-				
ActInc-Reg	116.00	392.95	457-CU	8,750.99	-				
NVActInc-REG	-	-	457Roth-CU	1,931.67	-				
PrecInc-Reg	48.00	130.58	EFC	1,763.06	-				
PRInc-Reg	160.00	316.68	EFC2	923.08	-				
PrmInc-Reg	5600.00	9,015.00	SP SPRT	1,912.00	-				
PrmInc-FLSA	150.00	241.64	WANV	8.00	-				
PrmInc-OT	1104.00	2,648.66	ERSF	9.00	-				
PrmInc-CB	150.00	489.96	ERSF2	6.00	-				
PrmInc-RTW	-	-	Union Dues	8,928.63	-				
HazInc-Reg	2624.00	2,730.68	NPT	-	-				
HazInc-FLSA	66.00	67.80	Vol EE Life	1,101.70	-				
HazInc-OT	509.00	807.80	Vol EE AD&D	226.10	-				
HazInc-CB	43.50	121.42	Vol Life Spouse	99.66	-				
HazInc-RTW	22.50	40.69	Vol Spouse AD&	32.58	-				
TSInc-Reg	672.00	2,790.60	Vol Child Life	16.00	-				
TSInc-FLSA	18.00	74.76	Vol Child AD&D	2.80	-				
TSInc-OT	181.00	1,127.48	Vol Acc	642.86	-				
TSInc-CB	54.50	452.65	Vol LTD	1,295.50	-				
AsInc-Reg	2144.00	3,240.88	Vol-A-ACC	102.58	-				
AsInc-FLSA	51.00	66.60	Vol-A-CanPro	281.22	-				

--More--





EAST FORK FIRE (6142201)
 1694 COUNTY ROAD
 Minden, NV 89423-4405
 United States

Payroll Register (By Account)
Board Report - Payroll Summary

Pay Dates: 04/01/2023-04/30/2023

Report Total

of EE's - 102 / # of Statements - 197

Pay Type	Hrs	Amt	Deduction	EE Amt	ER Amt	Taxes	Amt	Net Pay	Amt
AsInc-OT	521.50	1,512.04	Vol-A-Crit	41.22	-				
AsInc-CB	98.00	181.19	Vol-A-HOSP	106.74	-				
WldInc-Reg	448.00	416.80	Vol-A-STD	443.96	-				
WldInc-FLSA	12.00	11.20	Vol-A-TL	248.14	-				
WldInc-OT	138.00	192.58	Totals:	117,786.55	421,536.80				
WldInc-CB	43.50	80.94							
AV	176.49	4,753.65							
ALU	32.00	2,211.66							
AS	102.67	3,453.03							
CU	10.00	249.64							
PDU	-	-							
PDU 40	30.00	888.90							
CLE	433.25	-							
H-Work	-	-							
HSP	44.98	1,355.88							
Holiday	-	-							
Sick Used	868.42	-							
VU	825.58	-							
CLU-56	444.00	-							
UN	112.50	-							
Comp Pay	-	-							
VS	503.22	15,169.06							
VacBB	-	-							
CPS	-	395.00							
Board PERS	-	600.00							
Board Non	-	900.00							
Admin Used	-	-							
MIS INC	-	-							
RET-NON-PERS	-	73.11							
RET-PERS	-	278.26							
PERS Wages	-	658,153.82							
PERS Cont	-	277,673.36							
Totals:	37884.45	813,464.59							

Total District Liability for Payroll:
 Earnings \$ 813,464.59
 Employer Deductions: \$ 421,536.80
 Employer Taxes: \$ 11,422.83
Total \$1,246,424.22



East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the Procurement Card Transactions paid in April 2023 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)

2. **Recommended Motion:** Motion to approve the Procurement Card Transactions paid in April 2023 per NRS 474.210.

3. **Funds Available:** Yes **Amount:** \$11,305.69

Fund Name: General **Account Number:** Various

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** May 16, 2023 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** Attached is the Report of Procurement Card Transactions for the period noted above.

8. **Reviewed by:**
_____ District Fire Chief _____ Board President
_____ Legal Counsel _____ Other

9. **Board Action:**
_____ Approved _____ Approved with Modifications
_____ Denied _____ Deferred
_____ Other

Agenda Item # 4D

East Fork Fire Protection District
 Procurement Card Transactions charged in April 2023

BofA CC - EF	3/30/2023	ROY MINOR	TRACTOR SUPPLY CO #182	\$	9.99
BofA CC - EF	3/31/2023	LARRY GOSS	NV EMERGENCY MED SVC	\$	34.00
BofA CC - EF	3/31/2023	BROOK ENOS	STARBUCKS STORE 10164	\$	64.26
BofA CC - EF	3/31/2023	HOLLY MEGEE	KIMS DONUT LLC	\$	49.60
BofA CC - EF	3/31/2023	HOLLY MEGEE	SOUTHWES 5262438076155	\$	475.97
BofA CC - EF	3/31/2023	HOLLY MEGEE	SOUTHWES 5262438076156	\$	475.97
BofA CC - EF	3/31/2023	JESSE TSCHETTER	SP SUPPLYCACHE.COM	\$	(3.40)
BofA CC - EF	4/1/2023	HOLLY MEGEE	SOCIETYFORHUMANRESOURC	\$	244.00
BofA CC - EF	4/1/2023	TROY VALENZUELA	AMAZON.COM*HY94J5D11 A	\$	40.10
BofA CC - EF	4/2/2023	ACCOUNTS PAYABLE	FEDEX 69089475	\$	32.17
BofA CC - EF	4/2/2023	TROY VALENZUELA	AMAZON.COM*HY53Q4IW1 A	\$	40.10
BofA CC - EF	4/3/2023	JESSE TSCHETTER	SP SUPPLYCACHE.COM	\$	95.95
BofA CC - EF	4/4/2023	ACCOUNTS PAYABLE	WWW.1AND1.COM	\$	14.00
BofA CC - EF	4/5/2023	HOLLY MEGEE	EVENT* ZOLL SUMMIT 202	\$	945.00
BofA CC - EF	4/5/2023	HOLLY MEGEE	EVENT* ZOLL SUMMIT 202	\$	945.00
BofA CC - EF	4/6/2023	TOD CARLINI	DIY AWARDS	\$	189.98
BofA CC - EF	4/6/2023	JEFF JAMES	AED.US_CORO MEDICAL	\$	84.97
BofA CC - EF	4/6/2023	SCOTT GORGON	SQ *DANA BORDA'S AUTOM	\$	105.00
BofA CC - EF	4/6/2023	SCOTT GORGON	SQ *DANA BORDA'S AUTOM	\$	237.66
BofA CC - EF	4/7/2023	HOLLY MEGEE	STARBUCKS STORE 10164	\$	42.84
BofA CC - EF	4/8/2023	KEVIN REPAN	THE HOME DEPOT #3312	\$	137.42
BofA CC - EF	4/8/2023	ACCOUNTS PAYABLE	Spectrum	\$	618.10
BofA CC - EF	4/8/2023	ACCOUNTS PAYABLE	DTV*DIRECTV SERVICE	\$	162.98
BofA CC - EF	4/9/2023	ACCOUNTS PAYABLE	FEDEX 69136822	\$	16.60
BofA CC - EF	4/10/2023	TOD CARLINI	AMERICAN SIGN LETTERS	\$	704.41
BofA CC - EF	4/10/2023	HOLLY MEGEE	AMAZON.COM*HJ3GD1471 A	\$	934.12
BofA CC - EF	4/10/2023	STEPHEN KOONTZ	ACE HARDWARE	\$	25.31
BofA CC - EF	4/11/2023	KEVIN MAY	IN *LOST ART GRAPHICS,	\$	75.87
BofA CC - EF	4/11/2023	JESSE TSCHETTER	TARGET 00012393	\$	179.86
BofA CC - EF	4/12/2023	LARRY GOSS	NV EMERGENCY MED SVC	\$	102.00
BofA CC - EF	4/12/2023	DENNIS COTE	WAL-MART #1648	\$	14.87
BofA CC - EF	4/14/2023	ERICA AMATORE	AMZN Mktp US*HJ97S2MM2	\$	162.00
BofA CC - EF	4/14/2023	HOLLY MEGEE	WILD HORSE BAR & GRILL	\$	326.69
BofA CC - EF	4/16/2023	KEVIN REPAN	TRACTOR SUPPLY CO #182	\$	42.97
BofA CC - EF	4/17/2023	CHAD SHELDREW	O'REILLY AUTO PARTS 47	\$	40.73
BofA CC - EF	4/17/2023	DUSTIN WEISZ	SUMMIT RACING MAIL ORD	\$	88.69
BofA CC - EF	4/17/2023	JAMES T CONNELLY	WM SUPERCENTER #5864	\$	24.89
BofA CC - EF	4/17/2023	ACCOUNTS PAYABLE	FEDEX69195257	\$	10.99
BofA CC - EF	4/17/2023	CHAD SHELDREW	PAR*MR. PICKLES SANDWI	\$	13.53
BofA CC - EF	4/18/2023	TONI BRAGA	ALPHA CARD SYSTEMS LLC	\$	157.39
BofA CC - EF	4/19/2023	ERICA AMATORE	SHRM HSG 888.241.8396	\$	506.82
BofA CC - EF	4/19/2023	ERICA AMATORE	SOUTHWES 5262445117168	\$	382.96
BofA CC - EF	4/19/2023	ERICA AMATORE	SOUTHWES 5262445118071	\$	341.96
BofA CC - EF	4/19/2023	ERICA AMATORE	SOUTHWES 5262445117168	\$	(382.96)
BofA CC - EF	4/20/2023	KEVIN REPAN	HARBOR FREIGHT TOOLS 3	\$	64.50
BofA CC - EF	4/20/2023	KEVIN REPAN	HARBOR FREIGHT TOOLS 3	\$	26.89
BofA CC - EF	4/20/2023	JAMES T CONNELLY	DMV-02	\$	34.25
BofA CC - EF	4/20/2023	HOLLY MEGEE	AMZN MKTP US*HV9SA0HB2	\$	206.95
BofA CC - EF	4/20/2023	KATHY LEWIS	ALASKA A 0272332526276	\$	202.30
BofA CC - EF	4/20/2023	KATHY LEWIS	ALASKA A 0272332528014	\$	77.90

East Fork Fire Protection District
 Procurement Card Transactions charged in April 2023

BofA CC - EF	4/21/2023	AMY RAY	JIFFY LUBE #2234	\$	137.84
BofA CC - EF	4/21/2023	AARON LEISING	TRACTOR SUPPLY CO #182	\$	16.16
BofA CC - EF	4/25/2023	BROOK ENOS	INT'L CODE COUNCIL INC	\$	60.00
BofA CC - EF	4/25/2023	MATT HILL	MICROSOFT*MICROSOFT 36	\$	99.99
BofA CC - EF	4/25/2023	VINCE WEAVER	NAMIFY LLC	\$	111.13
BofA CC - EF	4/25/2023	PATRICK MOONEYHAN	EVOLUTION CAR WASH	\$	12.00
BofA CC - EF	4/26/2023	HOLLY MEGEE	DOUGLAS COUNTY RECORDER	\$	40.00
BofA CC - EF	4/26/2023	HOLLY MEGEE	GOVOLUTION * SERVICE F	\$	2.00
BofA CC - EF	4/26/2023	TROY VALENZUELA	TRACTOR SUPPLY CO #182	\$	11.91
BofA CC - EF	4/27/2023	ACCOUNTS PAYABLE	DTV*DIRECTV SERVICE	\$	110.12
				\$	<u>10,025.30</u>
BofA CC - VISA	3/31/2023	VINCE WEAVER	WHOLESALE CLUBS	\$	221.66
BofA CC - VISA	4/6/2023	VINCE WEAVER	WHOLESALE CLUBS	\$	568.76
BofA CC - VISA	4/11/2023	TONI BRAGA	EATING PLACES, RESTAURANTS	\$	311.39
BofA CC - VISA	4/12/2023	EFFPD 5	WHOLESALE CLUBS	\$	178.58
				\$	<u>1,280.39</u>
			GRAND TOTAL	\$	11,305.69

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the East Fork Fire Protection District's ambulance billing bad debt write-offs for the period of March 2023 in the amount of \$3,083.04. (Kathy Lewis, CPA, CFO/Director of Finance)

2. **Recommended Motion:** Motion to approve the East Fork Fire Protection District's ambulance billing bad debt write-offs for the period of March 2023 in the amount of \$3,083.04.

3. **Financial Impact:** NA **Amount:** \$3,083.04
Fund Name: NA **Account Number:** NA

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** May 16, 2023 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** The East Fork Fire Protection District is requesting approval from the Board on ambulance billing bad debt write-offs for the period of March 2023. These write-offs total \$3,083.04 and include accounts forwarded to a collection agency after all attempts to collect the debt were exhausted, Sierra Saver Membership write-offs, Reduction/Discounts, deceased write-offs, hardship and bankruptcy.

8. **Reviewed by:**

_____ District Fire Chief	_____ Board President
_____ Legal Counsel	_____ Other

9. **Board Action:**

_____ Approved	_____ Approved with Modifications
_____ Denied	_____ Deferred
_____ Other	

Agenda Item # 4E

**East Fork Fire Protection District
Ambulance Billings and Write Summary
Billing Analysis
FY22/23**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March*	YTD
Total Billed	886,422.91	798,637.72	785,151.75	757,399.34	794,665.18	961,650.91	942,451.69	633,839.08	760,762.83	7,320,981.41
Credit Type/Credit Code										
W/OFF Bad Debt	0.01	0.08	300.00		7.00	1.44	6.56		(0.02)	315.07
W/OFF Bad Debt Deceased	20,455.90	10,607.31	7,960.84	1,912.30	594.43	2,931.65	4,258.09	(1,676.84)	529.33	47,573.01
W/OFF Bankruptcy					135.00				233.00	368.00
W/OFF Reduction Discount	394.97	530.47	582.12	252.22	1,048.29	595.19	1,006.69	1,675.60	3,930.37	10,015.92
W/OFF Carson City SS Membership	418.28	578.88					470.81		456.20	1,924.17
W/OFF Lyon County SS Membership		905.81					1,167.90			2,073.71
W/OFF Sierra Saver Membership	1,022.67	2,430.77	1,212.83	7,429.91	3,458.28	6,442.13	5,653.58	4,566.80	1,553.80	33,770.77
W/OFF SS Volunteer Membership					325.00				532.86	857.86
W/OFF SS Employee Membership		326.13	4,200.29		1,505.19		4,398.57	(1,468.49)		8,961.69
W/OFF Hardship		3,643.45		477.23			451.33		446.14	5,018.15
W/OFF Sent to Collections	18,100.66	40,073.22	17,020.79	26,476.97	42,612.07	32,424.02	41,947.22	61,648.69	(4,598.64)	275,705.00
Total	40,392.49	59,096.12	31,276.87	36,548.63	49,685.26	42,394.43	59,360.75	64,745.76	3,083.04	386,583.35
Percentage of W/OFF to Billings	4.56%	7.40%	3.98%	4.83%	6.25%	4.41%	6.30%	10.21%	0.41%	5.28%
Total Billed Calls	410	372	364	369	387	464	439	311	363	3479

* Please note, due to limited staffing in March, no accounts were sent to collections.

Credit As Type Summary Report (Deposit Date)

Deposit Date IS BETWEEN 03/01/2023 AND 03/31/2023; AND Credits IS W/OFF BAD DEBT OR W/OFF BAD DEBT - DECEASED OR W/OFF BANKRUPTCY OR W/OFF CARSON CITY CC+ MBR OR W/OFF COLLECTION COMM EXP OR W/OFF COLLECTION PAYMENT OR W/OFF COLLECTIONS REVERSED OR W/OFF HARDSHIP OR W/OFF LYON

EAST FORK FIRE PROTECTION DISTRICT

<u>Credit Type/Credit Code</u>	<u>Count</u>	<u>Dollars</u>
Writeoffs		
W/OFF BAD DEBT	1	-0.02
W/OFF BAD DEBT - DECEASED	5	529.33
W/OFF BANKRUPTCY	1	233.00
W/OFF CARSON CITY CC+ MBR	1	456.20
W/OFF HARDSHIP	2	446.14
W/OFF REDUCTION/DISCOUNT	11	3,930.37
W/OFF SIERRA SAVER MBRSHIP	9	1,553.80
W/OFF SENT TO COLLECTIONS	23	-4,598.64
W/OFF SIERRA SAVER VOLUNTEER	2	532.86
Totals For Type	55	\$ 3,083.04

Company Totals

55 **\$ 3,083.04**

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of February 2023. (Kathy Lewis, CPA, CFO/Director of Finance)

2. **Recommended Motion:** Motion to accept the report on state consolidated taxes collection and distribution as of February 2023.

3. **Funds Available:** NA **Amount:** \$148,451.34
Fund Name: General **Account Number:** 335.001

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** May 16, 2023 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** The attached report reflects the state consolidated taxes collected for Douglas County and the distributed share to the District. Monthly, the state collects, consolidates and distributes 6 different taxes to each county and each appropriate district within that county. In FY 22/23, Douglas became a non-guaranteed county. This means the Supplemental City-County Relief Tax (SCCRT) distributed to Douglas County entities will be based on actual collections and not a guaranteed amount. A chart has been included showing the historical fluctuations of the SCCRT for non-guaranteed counties.

The six consolidated taxes are as follows:

- **BCCRT** – Basic City County Relief Tax, 1/2% of statewide sales/use tax. Distributed to the county where the sale was made. For out-of-state companies, BCCRT is distributed based on population.
- **SCCRT** – Supplemental City-County Relief Tax, 1.75% of statewide sales/use tax. Total distribution is proportionate to the amount of in-state collections as a whole, after guaranteed counties have received their allocation.
- **Cigarette** – Collected statewide and distributed to counties based on population.
- **Liquor** – Collected statewide and distributed to counties based on population.
- **RPTT** – Real Property Transfer Tax, tax based on value of real property transfers and distributed to county of origin.
- **GST** – Government Services Tax, tax based on value of motor vehicle and distributed to county of origin.

8. **Reviewed by:**
_____ District Fire Chief _____ Board President
_____ Legal Counsel _____ Other

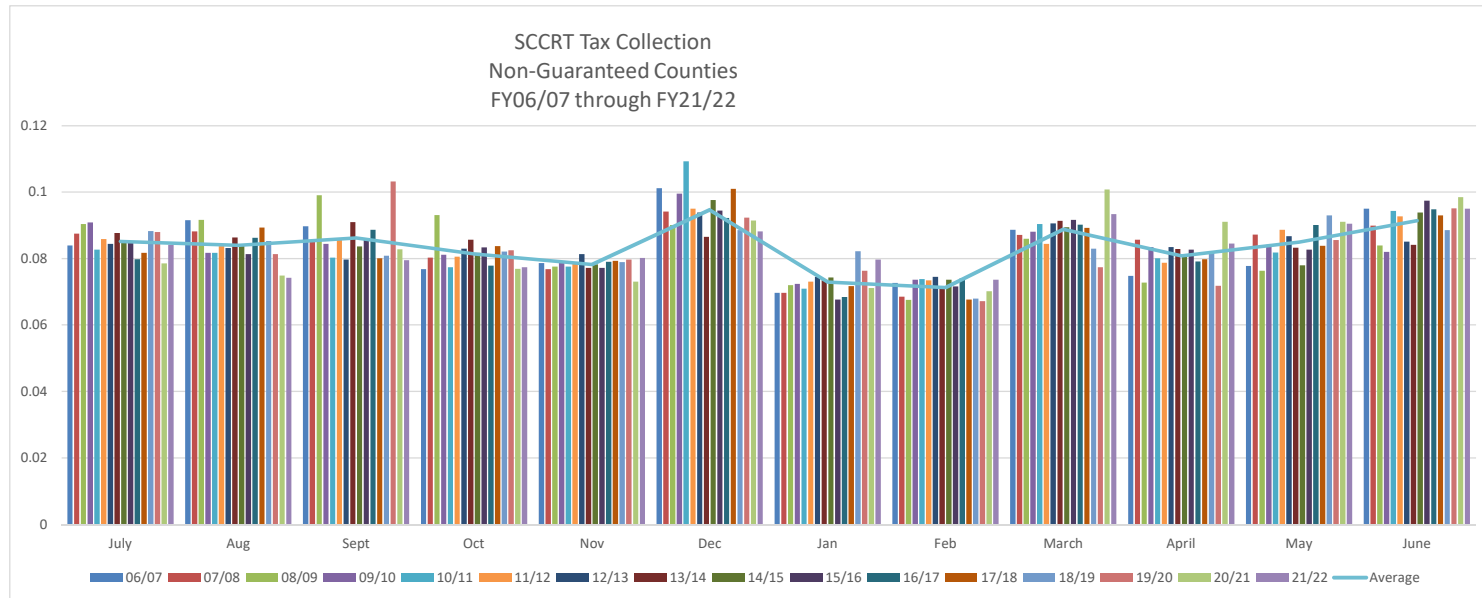
9. **Board Action:**
_____ Approved _____ Approved with Modifications
_____ Denied _____ Deferred
_____ Other

East Fork Fire Protection District
Report of Consolidated Taxes Collected
FY22-23

% of year: 66.67%

	Actual												Total	% Collected	
	July	August	September	October	November	December	January	February	March	April	May	June			
2022-23 Budget															
BCCRT	5,082,982	489,103.56	481,020.18	479,179.88	451,626.44	419,590.90	495,128.36	391,665.17	366,366.26					3,573,680.75	70.31%
SCCRT	18,362,200	1,691,902.76	1,652,387.40	1,641,816.84	1,502,992.15	1,384,770.50	1,638,624.26	1,294,874.45	1,198,880.21	-	-	-	-	12,006,248.57	65.39%
CIGARETTE	133,568	10,118.49	13,467.30	9,224.42	9,365.71	11,726.44	10,118.49	7,921.24	7,671.87	-	-	-	-	79,613.96	59.61%
LIQUOR	65,373	6,016.31	6,593.63	6,021.48	5,926.52	4,771.21	6,429.35	4,996.49	4,790.27	-	-	-	-	45,545.26	69.67%
RPTT **	1,895,800	-	-	302,128.76	-	-	261,936.95	-	-	-	-	-	-	564,065.71	29.75%
GST	3,867,793	295,674.80	319,583.96	301,881.69	313,377.70	313,184.64	280,393.61	296,640.54	244,825.21	-	-	-	-	2,365,562.15	61.16%
TOTAL	29,407,716	2,492,815.92	2,473,052.47	2,740,253.07	2,283,288.52	2,134,043.69	2,692,631.02	1,996,097.89	1,822,533.82	-	-	-	-	18,634,716.40	63.37%
EFFPD Share	2,417,640														
Avg Monthly Payment	201,470														
Actual Payment		205,046.59	203,371.55	226,017.99	187,288.21	174,685.65	221,935.20	163,068.32	148,451.34					1,529,864.85	63.28%
EFFPD Share of Total Collections		8.23%	8.22%	8.25%	8.20%	8.19%	8.24%	8.17%	8.15%					8.21%	
Over/(Under) Average		3,576.60	1,901.56	24,548.00	(14,181.78)	(26,784.34)	20,465.21	(38,401.67)	(53,018.65)					(81,895.07)	

** RPTT collected and remitted quarterly



Average Monthly	8.52%	8.40%	8.62%	8.14%	7.82%	9.47%	7.29%	7.13%	8.88%	8.08%	8.50%	9.14%
Average Cumulative	8.52%	16.92%	25.54%	33.68%	41.51%	50.98%	58.27%	65.40%	74.28%	82.36%	90.86%	100.00%

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion to approve proposed agreements on selected Articles between the East Fork Fire Protection District (“East Fork”) and the East Fork Professional Firefighters Association (“Non-Supervisory”) and as part of the existing five-year contract. The total estimated fiscal impact for the remaining three years or the original five-year labor contract is approximately \$47,773,477. (Tod F. Carlini, District Fire Chief) 20 minutes.
2. **Recommended Motion:** Motion to approve the proposed agreements on selected Articles between the East Fork Fire Protection District (“East Fork”) and the East Fork Professional Firefighters Association (“Non-Supervisory”) and as part of the existing five-year contract. The total estimated fiscal impact for the remaining three years or the original five-year labor contract is approximately \$47,773,477.
3. **Funds Available:** Yes **Amount:** \$47,773,477
Fund Name: Salaries and Benefits **Account Number:** Several
4. **Prepared by:** Tod F. Carlini, District Fire Chief
5. **Meeting Date:** May 16, 2023 **Time Required:** 20 minutes
6. **Agenda:** Administrative
7. **Background Information:** East Fork Administration has negotiated the articles opened for year 3 of the existing five (5) year agreement with the East Fork Professional Firefighters Non-Supervisory bargaining unit.

These included Articles 8 (Nevada Public Employees Retirement System), 9 (Corrective and Disciplinary Action), 20 (Wages), 36 (Annual Leave), 37 (Sick Leave), 49 (Retired Health Reimbursement Arrangement, and 67 (Station Habitability Committee).

Pursuant to the disclosures required by NRS 288.153, the total approximate cost of salaries and benefits for employees covered by the proposed agreement for the remaining 3 years of the five-year contract is approximately \$47,773,477.

The agreed upon articles negotiated allows for cost of living increases of 6% distributed throughout FY 23/24 and accommodates 3% of the 6% PERS increase and 4.875% for PERS for 40 hour personnel, increases annual and sick leave accruals for 40-hour employees, increases in rHRA annual amounts and removes reopeners in that article for remainder of contract, allows for mutually agreeable changes to the corrective and disciplinary plan, modifies accrual rates for certain 40 hour personnel from 56 hour rates to 40 hours rates, and allows for another year of working together on station habitability. The proposed contract covers 79 personnel. For FY 24/25 employees will receive a 3.5% COLA.

8. **Reviewed by:**
_____ District Fire Chief _____ Board President
_____ Legal Counsel _____ Other

9. **Board Action:**
_____ Approved _____ Approved with Modifications
_____ Denied _____ Deferred
_____ Other

Agenda Item # 5

East Fork Professional Firefighters - Non Supervisory CBA Fiscal Impacts

May 16, 2023

East Fork Fire Protection District



Negotiation History and Timeline

- ▶ The Administration and Association entered into the process on February 24, 2023 and completed negotiations on April 28, 2023
- ▶ Four sessions were held on February 24, April 7, April 14 and April 28
- ▶ The following articles were open for discussion based on the current 5 year agreement:
 - ▶ Article 8 - Nevada Public Employees Retirement System
 - ▶ Article 9 - Corrective and Disciplinary Action
 - ▶ Article 20 - Wages
 - ▶ Article 36 - Annual Leave
 - ▶ Article 48 - Sick Leave
 - ▶ Article 49 - Retiree Health Reimbursement Arrangement
 - ▶ Article 67 - Station Habitability Committee

The District and Association reached tentative agreement on all open articles

Complying With NRS 288.153

- ▶ The Agreement must be approved at a public meeting and the fiscal impact of the agreement reported.
- ▶ Any new, extended or modified collective bargaining agreement or similar agreement between a local government employer and an employee organization must be approved by the governing body of the local government employer at a public meeting.
- ▶ The chief executive officer of the local government shall report to the local government the fiscal impact of the agreement.

NRS 288.153

- ▶ Pursuant to NRS 288.153 the East Fork Fire Protection District has negotiated with the East Fork Professional Firefighters-Non Supervisory Bargaining Unit.
- ▶ The proposed tentative agreement replacing the current contract is included in your Board packet, provided at the public table and posted on the District's website at eastforkfire.org

Fiscal Impact - Supervisory

- ▶ This group includes 79 represented personnel.
- ▶ The fiscal impact of the remaining years of the agreement is required to be disclosed under NRS 288.153.
- ▶ The approximate cost of salaries and benefits for the eligible positions covered under this proposed collective bargaining agreement for the remaining 3 years of the contract is \$47,773,477.

Annual Costs Over One Year

The total cost of wages and benefits for represented employees under this labor contract in FY2023/24 through FY2025/26 are as follows:

Year 3 (23/24)	15,142,421
Year 4 (24/25)	16,062,579
Year 5 (25/26)	16,568,477
	47,773,477

Cost Distribution

The estimated cost distribution between wages and benefits for the term of the agreement is:

Wages	\$27,350,071 (57.25%)
Benefits	\$20,423,406 (42.75%)

Revised Articles Subject To Re-Opening

Article	Description	Re-Opener Date
8	Nevada Public Employees Retirement System	When there is a rate change
20	Wages	FY25/26
28	Section B - Paramedic Certification Incentive	FY24/25
48	Employee Life and Health Insurance	FY24/25
51	Association Business	FY24/25
67	Station Habitability Committee	FY24/25

Recommendation

- ▶ The Negotiations Team representing the District recommends approval of this Contract

QUESTIONS?

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

2 **Purpose**

3
4 The purpose of this article is to provide clear written policies on the
5 administration of the disciplinary process to ensure consistency and to
6 protect the rights of both the employer and the employee. This article
7 will be utilized as a guideline to identify the issue and course of action to
8 be taken to correct the issue, enhance job performance through
9 problem resolution as outlined, or through the formal disciplinary
10 process.

11
12 The District and the Association have a right to
13 discipline in accordance with the Employee Development and
14 Performance Program (EDPP) contained in Appendix B. Discipline
15 matters as outlined in the EDPP, and discharge are subject to the
16 grievance procedures.

17
18 No discipline shall be imposed for the exercise of freedom of speech in
19 Association affairs upon a member of the Association.

20
21 A copy of any written complaint, reprimand deficiency report or similar
22 document, shall be furnished to the Association per the process outlined in
23 Article 32, upon request of the
24 employee. Subject to scheduling an appointment, an employee may
25 review his/her personnel file during the normal business hours of the
26 District.

27
28 No member shall be compelled to submit to a polygraph examination
29 against their will. No disciplinary action or other discrimination
30 shall be taken against a member for refusing to submit to a polygraph
31 examination.

32
33 **Discipline for Cause**

34
35 Once probation is successfully completed, an employee may only be
36 disciplined for just cause. Probationary employees are considered at-will
37 and may be non-confirmed for any reason. Probationary employees are
38 not entitled to disciplinary procedures provided for in this agreement.
39 Probationary employees are not entitled to grieve their non-confirmation.

40
41 **Resignation**

42
43 Any employee who resigns in concert with disciplinary action shall submit
44 his/her resignation in writing. Applicable wages shall cease effective: -1700-0730
45 hours on the day following the resignation date.
46 56-hour employee end of shift of the resignation date

Formatted

Formatted: Indent: Left: 0.5", First line: 0"

1 40-hour employee end of shift of the resignation date

2
3 Appendix B changes:

4 Any changes to appendix B shall be mutually agreed upon by the District and the
5 Association

Formatted: Indent: Left: 0.5"

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

9
10 ~~This article will go into effect July 1, 2022. If a discipline issue arises before the~~
11 ~~effective date, discipline will be according to Article 17 in the FY 20/21 Collective~~
12 ~~Bargaining Agreement (CBA).~~

13
14 Reopener: There shall be a reopener for this article in FY 243/254.

15 There shall be a reopener for this article in FY 25/26

16
17 Tentative Agreement – Date

Formatted: Space After: 0 pt

18
19 East Fork Fire Protection District East Fork Professional Fire Fighters

20
21
22 Date Date

Formatted: Space After: 0 pt

23
24
25

1 **ARTICLE 20 Wages**

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

4
5 **A.** Wage Range will be adjusted over FY ~~23/24~~ through FY ~~24/25~~ through FY
6 ~~22/23~~ as follows, and applied as outlined in Section B:

- 7
- 8 ~~1. Firefighter shall be increased by four percent (4%)~~
- 9 ~~2. Firefighter/AEMT shall be increased by five percent (5%)~~
- 10 ~~3. Firefighter/Paramedic shall be increased by three percent (3%)~~
- 11 ~~4. Engineer shall be increased by three percent (3%)~~
- 12 ~~5. Captain shall be increased by nine percent (9%)~~
- 13 ~~6. Fire Mechanic, Master Fire Mechanic, and Fire Inspector will be increased by~~
14 ~~fifteen ten percent (150%)~~
- 15 ~~7. Fuels Management Fire Squad/Engine Boss will be increased by five~~
16 ~~percent (5%)~~
- 17 ~~8. Fuels Management Fire Crew Member will be increased by five percent~~
18 ~~(5%)~~

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

- 21
- 22 ~~1. 1/2 of the range adjustment will be effective with the first pay date in~~
23 ~~January 2022.~~
- 24 ~~2. 1/4 of the range adjustment will be effective with the first pay date in July~~
25 ~~2022.~~
- 26 ~~3. 1/4 of the range adjustment will be effective with the first pay date in~~
27 ~~January 2023.~~
- 28 1. Fire PERS employees shall receive a 3.0% reduction July 22, 2023.
- 29 2. PERS employees shall receive a 1.875% reduction July 22, 2023.

30
31 **C.** Cost of Living Adjustment (COLA) will be paid as follows:

32 1. Fire PERS

- 33 ~~a. There shall be a In lieu of a 1.5% Cost of Living Adjustment (COLA)~~
34 ~~paid with the first pay date in July 2023 the District agrees to cover~~
35 ~~the Employee portion of the NVPERS increase (3%).~~
- 36 ~~b.a.~~ There shall be a 1.5% Cost of Living Adjustment (COLA)
37 paid with the first pay date in January-October 2024.
- 38 b. There shall be a 3.0% Cost of Living Adjustment (COLA) paid with
39 the first pay date in January 2024.
- 40 c. There shall be a 1.5% Cost of Living Adjustment (COLA) paid with
41 the first pay date in June 2024.
- 42 d. There shall be a 1.75% Cost of Living Adjustment (COLA) paid with
43 the first pay date in July 2024.
- 44 e. There shall be a 1.75% Cost of Living Adjustment (COLA) paid with
45 the first pay date in January 2025.
- 46

Formatted

Formatted: Normal, No bullets or numbering

Formatted: List Paragraph, Numbered + Level: 1 +
Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment:
Left + Aligned at: 0.75" + Indent at: 1"

Formatted: Indent: Left: 0.75", No bullets or
numbering

Formatted: Numbered + Level: 1 + Numbering Style:
1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at:
1" + Indent at: 1.25"

Formatted: Indent: Left: 1.5", No bullets or

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

2. PERS

- a. There shall be a 1.0% Cost of Living Adjustment (COLA) paid with the first pay date in October 2023.
- b. There shall be a 2.375% Cost of Living Adjustment (COLA) paid with the first pay date in January 2024.
- c. There shall be a 1.5% Cost of Living Adjustment (COLA) paid with the first pay date in June 2024.
- d. There shall be a 1.75% Cost of Living Adjustment (COLA) paid with the first pay date in July 2024.
- e. There shall be a 1.75% Cost of Living Adjustment (COLA) paid with the first pay date in January 2025.

~~There shall be a wage reopener for FY 23/24.~~

~~e. There shall be a wage reopener for FY 24/25.~~

~~d. There shall be a wage reopener for FY 25/26.~~

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.25" + Indent at: 1.5"

Formatted: Normal, No bullets or numbering

Tentative Agreement – Date

East Fork Fire Protection District East Fork Professional Fire Fighters

Date Date

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 (32 84 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.

Formatted: No bullets or numbering

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	12088 hours	4.623.39 hours per PP
5 - 9 Completed years	16836 hours	6.475.24 hours per PP
10 - 14 Completed years	192460 hours	7.396.16 hours per PP
15 - 19 Completed years	216476 hours	8.316.77 hours per PP
20 years or more	24000 hours	7.7 <u>9.24</u> hours per PP

Formatted: Normal, No bullets or numbering

Formatted: Font: 11 pt

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. Accrual During Probation

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

C. Accrued Leave for Lateral Transfers

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

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

D. Payment on Separation (non-retirement)

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

E. 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.

F. Carry-over of Annual Leave to Following Year

A total of no more than 504 hours (Fire PERS employees) or ~~360~~240 hours (PERS employees) of annual leave may be credited to an employee.

Any unused hours over 504 or ~~240~~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~~240 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.

G. 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.

H. Approval for Use of Annual Leave

Employees on a 56-hour work week

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

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

Employees on a 40-hour work week

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

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

~~Reopener: There shall be an Annual Leave reopener for FY 24/25.~~

~~There shall be an Annual Leave reopener for FY 25/26~~

Tentative Agreement – Date

East Fork Fire Protection District East Fork Professional Fire Fighters

Date Date

Formatted: Normal, Indent: Left: 0"

1 **ARTICLE 37 Sick Leave**

2
3 **A. Basis of Accrual**

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

7 **1. Fire PERS employee regularly assigned to a 56-hour schedule:** 7.39 hours per
8 pay period totaling one hundred and ninety-two point one four (192.14) hours per year.

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

12 ~~4.~~

13 **2. Fire PERS or PERS employee regularly assigned to a 40-hour schedule:** ~~53.39~~
14 hours per pay period totaling ~~eighty-eight point two eightone hundred thirty hours~~
15 ~~(13088.28)~~ hours per year.

16
17 a. Hours will be credited to the employee at the beginning of the pay period.

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

20
21 Ex: employee whose first day is on the 5th day of the pay period will be
22 calculated as follows:

- 23 • Fire PERS $7.39/14=0.5279$ hours per day.
24 $14-4=10 \times 0.5279=5.279$ hours of leave accrued that pay period.
- 25 • PERS ~~53.39~~/ $14=0.35722424$ hours per day. $14-$
26 $4=10 \times 0.35722424=3.5722.2424$ hours of leave accrued that pay
27 period.
28

29
30 **B. Maximum Accrual**

31 **Fire PERS Employees**

32 Any unused hours over 1,512 hours in an employee's bank at the end of the last
33 pay period of the year will be removed by the end of the first pay period of the
34 following year. The District will inform all employees what the date of the last pay
35 period of the year will be via email at least six (6) pay periods prior to that date.
36

37
38 **PERS Employees**
39
40

Formatted

Formatted: Body Text, No bullets or numbering

Formatted: Indent: Left: 0"

1 A total of no more than ~~seven hundred twentyone thousand eighty eight hundred~~
2 (~~1089800720~~) hours of regular sick leave may be credited to a PERS employee.
3 Any unused hours over ~~1080780020~~ hours in an employee's bank at the end of
4 the last pay period of the year will be removed by the end of the first pay period
5 of the following year. The District will inform all employees what the date of the
6 last pay period of the year will be via email at least six (6) pay periods prior to
7 that date.
8

9 C. Authorization for Use of Sick Leave

- 10 1. Employees are entitled to use sick leave only when he/she or a member of the
11 employee's immediate family is incapacitated due to a bona fide sickness or injury
12 ~~which qualifies for coverage under the Family and Medical Leave Act~~. Written medical
13 verification for sick leave for more than two (2) consecutive shifts for Fire PERS
14 employees or 5 consecutive workdays for PERS employees may be required and
15 submitted to Human Resources. An employee may be required to be examined by a
16 physician selected by the District for verification purposes and paid for by the District
17 unless covered by health insurance at no expense to the employee.
18 2. Sick leave may be taken in 1-hour to 24-hour increments. Sick leave hours will be
19 considered hours worked for FLSA purposes.
20 3. Sick leave may be granted by the District Fire Chief in extraordinary circumstances
21 that he/she believes, in his or her sole discretion, will have a beneficial effect on the
22 employee's morale and welfare and is in the interest of the District.
23

24 D. Sick Leave Pay Out

25 4. 56-hour employees ~~shall~~may be compensated (at their base hourly rate
26 based on their permanent/regular assignment) for a maximum of ~~113420756~~
27 leave hours and 40-hour employees may be compensated for a maximum of ~~720-800~~
28 unused sick leave hours upon separation/retirement from the District based on the
29 following total years of service:
30

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 %

Formatted: Body Text, No bullets or numbering

Commented [SD1]: Fix

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

E. Sick Leave Pay Out at Separation and Retirement

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

2. 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.

~~Reopener: There shall be a Sick Leave reopener for FY 24/25.~~

~~There shall be a Sick Leave reopener for FY 25/26.~~

Formatted

1 **ARTICLE 49 Retiree Health Reimbursement Arrangement**

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

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

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

- 9 ~~• Employees with 0 to 12 months completed will receive an annual contribution~~
10 ~~totaling Five Hundred Dollars (\$500.00).~~
- 11 • Employees with ~~13-0~~ to 60 months completed will receive an annual
12 contribution totaling One Thousand Dollars (\$1,000).
- 13 • Employees with 61 to 120 months completed will receive an annual
14 contribution totaling ~~Fifteen Hundred~~Two Thousand Dollars (~~\$2,1,0500~~).
- 15 • Employees with 121 to 180 months completed will receive an annual
16 contribution totaling ~~Twenty Five Hundred~~Three Thousand Dollars
17 (~~\$32,002500~~).
- 18 • Employees with 181 ~~to 240 months~~to 240 or more months completed will
19 receive an annual contribution totaling ~~Thirty Five Hundred~~Four Thousand
20 Dollars (~~\$43,0500~~).
- 21 • Employees with 241 to 300 months completed will receive an annual
22 contribution totaling Five Thousand Dollars (\$5,000).
- 23 • Employees with 301 or more months completed will receive an annual
24 contribution totaling Six Thousand Dollars (\$6,000).
- 25 •
- 26 ~~• Employees with 241 months completed or more will receive an annual~~
27 ~~contribution totaling Forty Five Hundred Dollars (\$4,500).~~

28
29 ~~There shall be a rHRA reopener for FY 23/24.~~
30 ~~There shall be a rHRA reopener for FY 24/25.~~
31 ~~There shall be a rHRA reopener for FY 25/26.~~

32
33
34 Tentative Agreement – Date

35
36 East Fork Fire Protection District East Fork Professional Fire Fighters

37
38 Date Date

Non-Supervisor Agreement 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 shall form a Station Habitability Committee
3 composed of two association members and two management representatives,

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

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

11 **Reopener:** There shall be a reopener for this article in FY 23/2424/25.

12
13
14
15
16
17
18
19
20

Tentative Agreement – Date

East Fork Fire Protection District East Fork Professional Fire Fighters

Date Date

Formatted: Space After: 0 pt

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



JULY 1, 2023-JUNE 30, 2026

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

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

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

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

ARTICLE 23 OVERTIME PAY.....	34
ARTICLE 24 FLSA	35
ARTICLE 25 COMPENSATORY TIME.....	36
ARTICLE 26 CALL BACK/RETURN TO WORK.....	37
ARTICLE 27 ACTING PAY.....	39
ARTICLE 28 ADVANCED CERTIFICATION INCENTIVES	40
ARTICLE 29 TRAINING AND SAFETY ASSIGNMENT	42
ARTICLE 30 SPECIAL ASSIGNMENT INCENTIVE	43
ARTICLE 31 PARAMEDIC PRECEPTOR INCENTIVE.....	44
ARTICLE 32 HOLIDAY PAY	45
ARTICLE 33 UNIFORM ALLOWANCE.....	46
ARTICLE 34 TUITION REIMBURSEMENT.....	47
ARTICLE 35 EMPLOYER MEDICAL EVALUATION	49
ARTICLE 36 ANNUAL LEAVE.....	50
ARTICLE 38 MILITARY LEAVE	56
ARTICLE 39 ADMINISTRATIVE LEAVE	57
ARTICLE 40 COURT AND JURY DUTY LEAVE	58
ARTICLE 41 PROFESSIONAL DEVELOPMENT LEAVE	59
ARTICLE 42 BEREAVEMENT LEAVE	60
ARTICLE 43 EXTENDED LEAVE	61
ARTICLE 44 LEAVE DONATION.....	63
ARTICLE 45 LEAVE OF ABSENCE	64
ARTICLE 46 NON-OCCUPATIONAL INJURIES/ILLNESS	65
ARTICLE 47 OCCUPATIONAL INJURIES/ILLNESS	66
ARTICLE 48 EMPLOYEE LIFE AND HEALTH INSURANCE.....	68

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

ARTICLE 49	RETIREE HEALTH REIMBURSEMENT ARRANGEMENT	72
ARTICLE 50	EMPLOYEE ASSISTANCE PROGRAM	73
ARTICLE 51	ASSOCIATION BUSINESS.....	74
ARTICLE 52	STAFFING	75
ARTICLE 53	COMMUNICATIONS	77
ARTICLE 54	PREVAILING RIGHTS	79
ARTICLE 55	HOURS.....	80
ARTICLE 56	SAFETY.....	82
ARTICLE 57	SHIFT TRADES.....	84
ARTICLE 58	STATION ASSIGNMENTS.....	86
ARTICLE 59	REDUCTION IN FORCE	87
ARTICLE 60	ACTING QUALIFICATIONS.....	89
ARTICLE 61	PROBATIONARY PERIODS.....	90
ARTICLE 62	PROMOTIONS	91
ARTICLE 63	TEMPORARY PROMOTION.....	93
ARTICLE 64	SENIORITY	94
ARTICLE 65	EMPLOYEE RELATIONS LIAISON.....	96
ARTICLE 66	REPLACEMENT OF PERSONAL PROPERTY	97
ARTICLE 67	STATION HABITABILITY COMMITTEE.....	98
ARTICLE 68	LATERAL TRANSFERS FIREFIGHTER/PARAMEDIC.....	99
ARTICLE 69	PARAMEDIC	101
ARTICLE 70	FIRE FUELS MANAGEMENT.....	102
ARTICLE 71	FIRE ACADEMY	103
APPENDIX A	CLASSIFICATIONS.....	104
APPENDIX B	EMPLOYEE DEVELOPMENT/PERFORMANCE PROGRAM	105

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

APPENDIX C PAY PLAN..... 129

APPENDIX D REOPENERS..... 133

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

1 **ARTICLE 1 Parties**

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

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

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

1 **ARTICLE 2** **Term of Agreement**

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

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

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

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

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

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Tod Carlini
District Fire Chief

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

Jacques Etchegoyhen
President, Board of Directors
East Fork Fire Protection District

Kevin May
President
East Fork Professional Firefighters

Date

Date

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

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

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

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

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

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

1 **ARTICLE 4** **Recognition**

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

7 **Classifications:**

8
9 **A.** The District Fire Chief, Association President, and the Director of
10 Administrative Services shall establish minimum job qualifications for existing
11 and any new classifications within the bargaining unit.
12

13 **B.** The District Fire Chief, Association President, and the Director of
14 Administrative Services shall agree upon any content changes to existing
15 classifications.
16

17 **C.** The District and the Association agree that employees within the
18 classifications in Appendix A are represented by the Association and shall
19 comprise the bargaining unit.
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

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

1 **ARTICLE 5** **Definitions**

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

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

27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

- A. A “day” will be defined as any day, regardless of weekends or holidays recognized by the District.
- B. An “alternate” is a person who is a member of a specific committee who may not vote unless a voting member on that same committee is absent, in which case the alternate may vote.
- C. “Forced” shall mean an employee that is directed to remain on duty, without a break in service, on mandatory overtime.
- D. “Base Hourly Wage” means the amount earned at the employee’s hourly rate. Base wage or base pay does not include incentive pay, overtime, or other forms of additional pay.
- E. “PERS” means Public Employees’ Retirement System of Nevada.
- F. “Fire PERS” means Police Fire Employee’s Retirement System of Nevada.

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

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

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

1 **ARTICLE 7 Management Rights**

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

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

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

27

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

32

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

39

40

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

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

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

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

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 **ARTICLE 9 Corrective and Disciplinary Action**

2 **Purpose**

3
4 The purpose of this article is to provide clear written policies on the
5 administration of the disciplinary process to ensure consistency and to
6 protect the rights of both the employer and the employee. This article
7 will be utilized as a guideline to identify the issue and course of action to
8 be taken to correct the issue, enhance job performance through
9 problem resolution as outlined, or through the formal disciplinary
10 process.

11
12 The District and the Association have a right to
13 discipline in accordance with the Employee Development and
14 Performance Program (EDPP) contained in Appendix B. Discipline
15 matters as outlined in the EDPP, and discharge are subject to the
16 grievance procedures.

17
18 No discipline shall be imposed for the exercise of freedom of speech in
19 Association affairs upon a member of the Association.

20
21 A copy of any written complaint, reprimand deficiency report or similar
22 document, shall be furnished to the Association per the process outlined in
23 Article 3. Subject to scheduling an appointment, an employee may
24 review his/her personnel file during the normal business hours of the
25 District.

26
27 No member shall be compelled to submit to a polygraph examination
28 against their will. No disciplinary action or other discrimination
29 shall be taken against a member for refusing to submit to a polygraph
30 examination.

31
32 **Discipline for Cause**

33
34 Once probation is successfully completed, an employee may only be
35 disciplined for just cause. Probationary employees are considered at-will
36 and may be non-confirmed for any reason. Probationary employees are
37 not entitled to disciplinary procedures provided for in this agreement.
38 Probationary employees are not entitled to grieve their non-confirmation.

39
40 **Resignation**

41
42 Any employee who resigns in concert with disciplinary action shall submit
43 his/her resignation in writing. Applicable wages shall cease effective:
44 56-hour employee end of shift of the resignation date
45 40-hour employee end of shift of the resignation date

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

1 Appendix B changes:
2 Any changes to appendix B shall be mutually agreed upon by the District and the
3 Association
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

1 **ARTICLE 10 Grievance Procedures**

2 **A. Definitions**

3
4 **1. Grievance**

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

9
10 **2. Grievant**

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

20
21 **3. Day**

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

24
25 **B. Process**

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

30
31 **Step 1: Grievance Determination**

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

37
38 **Step 2**

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

44

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

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

8 **Step 3**

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

18 **Step 4**

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

22 **C. General Provisions**

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

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

1 **ARTICLE 11 Fact Finding and Arbitration**

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

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

1 **ARTICLE 12 Arbitrator**

2 **A. Designation**

3
4 The Arbitrator will be designated by the parties, in accordance with Fact Finding
5 and Arbitration Article 11 of this agreement.
6

7 **B. Costs**

8
9 The fees and expenses of the Arbitrator and of a court reporter, if used, will be
10 shared equally by the Association and the District. Each party, however, will
11 bear the cost of its own presentation including preparation and post hearing
12 briefs, if any.
13

14 **C. Effect of Decision**

15
16 Decisions of an Arbitrator on matters concerning employee discipline and matters
17 concerning interpretation of this agreement shall be final and binding to both
18 Parties. Either type of decision is subject to judicial review.
19

20 **D. Authority of Arbitrator**

21
22 No Arbitrator will entertain, hear, decide, or make recommendations on any
23 dispute unless such dispute involves an eligible employee in the Association and
24 unless such dispute falls within the definition of a grievance as set forth in the
25 Grievance Procedure's article and has been processed in accordance with all
26 provisions thereof and herein.
27

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

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

36
37 Proposals to create, add to, or change this written agreement or addenda
38 supplementary hereto will not be grieved or submitted to an Arbitrator and no
39 proposal to modify, amend, or terminate a negotiated agreement, nor any matter
40 or subject arising out of or in connection with such proposal, may be referred to
41 this process.
42

1 **F. Rules of Evidence**

2
3 Strict rules of evidence will not apply. However, rules of evidence and
4 procedures for conduct of hearings will be guided by the standards in the
5 American Arbitration Association voluntary arbitration rules or the Nevada
6 Administrative Procedure Act, NRS Chapter 233B.
7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

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

1 **ARTICLE 13 Savings Provision**

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

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

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

13
14
15
16

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

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

1 **ARTICLE 14 Non-Discrimination**

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

4
5
6
7
8
9

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

1 **ARTICLE 15 Successorship or Consolidation of the District**

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

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

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

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

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

1 **ARTICLE 17 Drug and Alcohol**

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

4 **A. Drug and Alcohol Regulations**

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

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

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

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

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

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

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

32
33 **C. Confidentiality**

- 34
35 1. Information provided to any supervisor or administrative personnel of any
36 problem or potential problem related to the consumption, use or abuse of
37 alcoholic beverages or controlled substances, or related to any other
38 medical problem (including prescribed medications, alcoholism or drug
39 addiction) of an employee is considered a part of the employee's medical
40 record, and will be strictly CONFIDENTIAL.
- 41 2. Except as may be required by law, or on a "need to know basis", no
42 supervisor or other administrator, may discuss or otherwise divulge any
43 information concerning such matters. A "need to know" will be carefully
44 observed so that only those persons with the "need to know" information
45 to assure correct medical treatment, a safe working environment, or
46 proper implementation of this article, will be informed of such matters.

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

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

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

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

26 **1. Random Testing**
27

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

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

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

1 **3. Reasonable Suspicion**

2
3 An employee will be required to undergo immediate drug and/or alcohol
4 testing in accordance with this article if there is reasonable suspicion that
5 the employee is under the influence of a drug and/or alcohol. Reasonable
6 suspicion that an employee is under the influence of a drug and/or alcohol
7 will be based on specific facts, and/or reasonable inferences derived from
8 those facts. The observations shall be promptly documented, and the
9 supervisor will use the chain of command to contact the Duty Chief.

10
11 **4. Return to Work**

- 12
13 a. All tests for all substances will immediately indicate positive or
14 negative prior to the employee being released from the collection
15 facility.
16 b. All employees who are tested for drug and/or alcohol use shall only
17 return to duty if the test result is negative.
18 c. If an employee tests positive, they will not be allowed to return to
19 work and will be placed on Administrative Leave until it has been
20 determined by the MRO to be a false positive.
21 d. If the test results are positive, refer to discipline in Article 17 H.
22 e. An employee must submit to a return-to-duty drug or alcohol test
23 before resuming the performance of safety sensitive functions
24 following disciplinary action and treatment.

25
26 **F. Alcohol testing**

- 27
28 1. A test result of .00 - .02 will be considered a negative result.
29 2. A test result of greater than .02 will be considered a positive result.
30 3. Any test results greater than 50% of those levels specified in NRS 484 C. 110
31 (3), will be considered a positive test.
32 4. The MRO will review the findings of a drug test with the employee before a
33 final determination is made that the employee did not pass the drug test. The
34 purpose of this review is to ensure that the findings of a "positive" test are not
35 the result of the employee taking prescription medication in the amount
36 prescribed.

37
38 **G. Follow-up**

- 39
40 1. Employees who are returned to duty after completion of a substance abuse
41 rehabilitation program are subject to follow-up testing for at least one year
42 and up to five years. The MRO shall recommend to the District the duration
43 and when follow-up tests should occur.
44 2. Every effort will be made to respect the privacy and dignity of employees in
45 the test sample collection process.

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

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

10
11 **H. Discipline for Violations**

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

Non-Supervisor Agreement 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

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

Non-Supervisor Agreement 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
4 year unless otherwise stated.

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

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

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

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

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

1 **ARTICLE 20 Wages**

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

4
5 **A.** Wage Range will be adjusted over FY 23/24 through FY 24/25 as follows, and
6 applied as outlined in Section B.

7
8 **B.** The Wage Range adjustments will be applied as follows:
9 1. Fire PERS employees shall receive a 3.0% reduction July 22, 2023.
10 2. PERS employees shall receive a 1.875% reduction July 22, 2023.

11
12 **C.** Cost of Living Adjustment (COLA) will be paid as follows:
13 1. Fire PERS
14 1. There shall be a 1.5% Cost of Living Adjustment (COLA) paid with
15 the first pay date in October 2023.
16 2. There shall be a 3.0% Cost of Living Adjustment (COLA) paid with
17 the first pay date in January 2024.
18 3. There shall be a 1.5% Cost of Living Adjustment (COLA) paid with
19 the first pay date in June 2024.
20 4. There shall be a 1.75% Cost of Living Adjustment (COLA) paid with
21 the first pay date in July 2024.
22 5. There shall be a 1.75% Cost of Living Adjustment (COLA) paid with
23 the first pay date in January 2025.

24
25 2. PERS
26 a. There shall be a 1.0% Cost of Living Adjustment (COLA) paid with
27 the first pay date in October 2023.
28 b. There shall be a 2.375% Cost of Living Adjustment (COLA) paid
29 with the first pay date in January 2024.
30 c. There shall be a 1.5% Cost of Living Adjustment (COLA) paid with
31 the first pay date in June 2024.
32 d. There shall be a 1.75% Cost of Living Adjustment (COLA) paid with
33 the first pay date in July 2024.
34 e. There shall be a 1.75% Cost of Living Adjustment (COLA) paid with
35 the first pay date in January 2025.

36
37 There shall be a wage reopener for FY 25/26.
38
39

40
41
42

1 **ARTICLE 21 Payroll Deductions**

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

4 **Authorization**

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

17
18 **Amount of Dues**

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

38
39
40

1 **ARTICLE 22 Promotional Pay Increases**

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

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

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

17 **Exceptions to the Promotional Pay Increase**

- 18 1. An employee hired as an FF/EMT Basic (FF Pay Range) who completes
19 EMT-Advanced training or Paramedic training will move to his/her current
20 step in the new pay range and their step raises shall continue to occur on
21 their initial hire anniversary date.
22 2. An employee hired as an FF/EMT Advanced (FF/EMTA Pay Range) who
23 completes Paramedic training will move to his/her current step in the new pay
24 range and their step raises shall continue to occur on their initial hire
25 anniversary date.
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

1 **ARTICLE 23 Overtime Pay**

2 **Overtime Defined:**

3

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

7

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

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

1 **ARTICLE 24 FLSA**

2 **Compliance with FLSA**

3

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

12

13 **FLSA Hours**

14

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

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

1 **ARTICLE 25 Compensatory Time**

2 **40-Hour Employees (Fire and Regular PERS)**

3
4 Full-time, 40-hour Fire and Regular PERS employees, working more than
5 normally scheduled hours may elect to receive compensatory time off in lieu of
6 receiving overtime pay. Compensatory time may be accrued to a maximum of
7 one hundred and eighty-four (184) hours and may be banked for up to twenty-
8 four (24) months. When an employee is paid out banked hours the hours will be
9 paid at the employee's current pay rate as of that pay period.

10
11 Compensatory time accrued by 40-hour employees converting to a 56-hour
12 position may be cashed out at time of conversion at their 40-hour rate of pay, or
13 they may keep their earned/accrued compensatory time as per the rules stated
14 above.

15
16 **56-Hour Employees (Fire and Regular PERS)**

17
18 Full-time, 56-hour Fire PERS employees may elect to receive compensatory time
19 off in lieu of receiving overtime pay. Compensatory time may be accrued to a
20 maximum of 96 hours and may be banked for up to twelve (12) months. When
21 an employee is paid out banked hours the hours will be paid at the employee's
22 current pay rate as of that pay period.

23
24 **Intent:** Comp time can only be accrued for regular overtime excluding reimbursable
25 overtime. Compensatory leave use will follow the rules for annual leave or sick leave
26 use.

27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

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

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

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

27

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

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

38

39 **C. Return to Work Pay**

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

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

- 1
 - 2
 - 3
 - 4
 - 5
 - 6
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.

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

1 **ARTICLE 27 Acting Pay**

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

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

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

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

1 **ARTICLE 28 Advanced Certification Incentives**

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

3
4 Employees certified to the levels of Hazardous Materials Technician and
5 assigned by the District Fire Chief to the Quad County Hazardous Materials
6 Team shall receive a Hazardous Materials Incentive payment provided that the
7 required certification is maintained and all team requirements, as established by
8 the Quad County Hazardous Materials Team Administrative Committee, are met
9 by the employee.

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

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

17 **B. Paramedic Certification Incentive**

18
19 Effective the first pay date in July 2021, an Engineer or Captain certified by the
20 State of Nevada as an Emergency Medical Technician-Paramedic (EMT-P) and
21 who is able to function as a Paramedic within the District will receive incentive
22 pay equal to four percent (4.0%) of the qualifying employee's Base Hourly Wage.

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

27 **C. Plans Examiner Certification Incentive**

28
29 Effective the first pay date in May 2022, a Fire Inspector who holds a plans
30 examiner certification and is assigned to perform Nevada Fire and Life Safety
31 plans review will receive incentive pay equal to five percent (5.0%) of the
32 qualifying employee's base hourly wage.

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

34
35 Effective the first pay date in July 2022, any qualified employee who is assigned
36 as an FTO to an employee will receive an FTO Incentive of ten percent (10%) of
37 the qualifying employee's base hourly wage, not to exceed 720 hours per FTO
38 assignment. FTO's must follow all operational guidelines and protocols
39 established by the District. FTO incentive pay will be per pay period. All
40 necessary documentation will be forwarded to the District.

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

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

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

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 **ARTICLE 29 Training and Safety Assignment**

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

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

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

1 **ARTICLE 30 Special Assignment Incentive**

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

8 The following Special Assignment will be given 10%:

- 9 • Academy Agency Coordinator

10 The following Special Assignments will be given 5.0%:

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

14 The following Special Assignments will be given 2.5%:

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

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

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

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

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

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

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

1 **ARTICLE 31 Paramedic Preceptor Incentive**

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

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

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

1 **ARTICLE 32 Holiday Pay**

2 **56-Hour Shift Employees**

3
4 56-hour employees on a twenty-four-hour (24) schedule will receive two (2) lump
5 sum allowances of seventy-two (72) hours of straight time wages on the first pay
6 dates in December and June in lieu of holiday pay. Each payment will be
7 considered compensation for the holidays during the previous six-month period.
8 New employees will be compensated for a pro-rated share of hours based on
9 their hire date (e.g. an employee who is hired on March 15th with 108 days left in
10 the semi-annual period will have his/her holiday pay calculated as follows: 108
11 days x 100% divided by 182.5 days = 59.18%; 59.18% of 72 hours = 42.61
12 hours). Should additional holidays be declared by the President of the United
13 States, Governor of Nevada, or the District Board, the disbursement will be
14 increased by twelve hours for each additional holiday declared.

15
16 Employees who leave the District's employment prior to the December or June
17 distribution dates under this provision will receive a pro-rated holiday pay
18 distribution based on the time they served during the previous relevant six-month
19 period.

20
21 Example: an employee who retires on March 15th with 105 days of employment
22 in the semi-annual period preceding the June Holiday-pay payment issuance
23 date will have his/her holiday pay calculated as follows: 105 days divided by
24 182.5 days = 57.54%; 57.54% of 72 hours = 41.43 hours).

25
26 The six-month periods shall be considered December through May and June
27 through November.

28
29 **40-Hour Employees**

30
31 Employees working 40-hour work weeks will receive one and one-half (1.5) times
32 their Base Hourly Wage or compensatory time at one and one-half (1.5) times
33 their Base Hourly Wage if scheduled or required to work a holiday designated by
34 the United States, the State of Nevada or the District.

35
36
37
38
39
40
41
42
43
44
45

1 **ARTICLE 33 Uniform Allowance**

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

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

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

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

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

26 **Class A Uniform Allowance**

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

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

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

1 **ARTICLE 34 Tuition Reimbursement**

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

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

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

12 **Paramedic Education Tuition**

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

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

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

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

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

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

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

1 **ARTICLE 35 Employer Medical Evaluation**

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

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

1 **ARTICLE 36 Annual Leave**

2 **A. Basis of Accrual**

- 3 1. All employees who are regularly employed in 56-hour Fire PERS position on
4 a continuous full-time basis will accrue annual leave on the basis of the
5 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 ours per PP

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

- 9 2. All employees in Fire PERS or PERS who are regularly employed in a 40-
10 hour position on a continuous full-time basis will accrue annual leave on the
11 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

- 12
13 3. Employees who are hired during the middle of a pay period will have their
14 hours prorated based on a 14 day pay period.
15

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

19 **B. Accrual During Probation**

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

23

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

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

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

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

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

12 **E. Payment on Death**

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

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

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

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

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

32 Employees with any unused hours over 504 or 360 hours (depending on whether
33 the employee is a Fire PERS or PERS employee) who wish to be paid out up to
34 72 hours (56-hour employees) or 40 hours (40-hour employees) must submit the
35 required form no later than December 1st to Human Resources with pay out the
36 first pay date in February.

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

- 2 1. Payout shall be made
3 a. directly to the employee
4 b. or at the employee's option, into the employee's Deferred
5 Compensation Account
6

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

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

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

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

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

15

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

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

20

1 **ARTICLE 37 Sick Leave**

2 **A. Basis of Accrual**

3
4 All employees within the bargaining unit who are employed on a continuous full-time
5 basis will accrue sick leave at the rate:

6 **1. Fire PERS employee regularly assigned to a 56-hour schedule: 7.39**
7 hours per pay period totaling one hundred and ninety-two point one four
8 (192.14) hours per year.

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

12 **2. Fire PERS or PERS employee regularly assigned to a 40-hour schedule:**
13 **5 hours per pay period totaling one hundred thirty hours (130) hours per**
14 **year.**

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

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

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

- 21 • Fire PERS $7.39/14=0.5279$ hours per day.
22 $14-4=10 \times 0.5279=5.279$ hours of leave accrued that pay period.
- 23 • PERS $5/14=0.3572$ hours per day. $14-4=10 \times 0.3572=3.572$ hours of
24 leave accrued that pay period.

25
26 **B. Maximum Accrual**

27 **Fire PERS Employees**

28
29 Any unused hours over 1,512 hours in an employee's bank at the end of the last
30 pay period of the year will be removed by the end of the first pay period of the
31 following year. The District will inform all employees what the date of the last pay
32 period of the year will be via email at least six (6) pay periods prior to that date.
33

1 **PERS Employees**

2
3 A total of no more than eight hundred (800) hours of regular sick leave may be
4 credited to a PERS employee. Any unused hours over 800 hours in an employee's
5 bank at the end of the last pay period of the year will be removed by the end of the
6 first pay period of the following year. The District will inform all employees what
7 the date of the last pay period of the year will be via email at least six (6) pay
8 periods prior to that date.

9
10 **C. Authorization for Use of Sick Leave**

- 11 1. Employees are entitled to use sick leave only when he/she or a member of
12 the employee's immediate family is incapacitated due to a bona fide sickness
13 or injury. Written medical verification for sick leave for more than two (2)
14 consecutive shifts for Fire PERS employees or 5 consecutive workdays for
15 PERS employees may be required and submitted to Human Resources. An
16 employee may be required to be examined by a physician selected by the
17 District for verification purposes and paid for by the District unless covered by
18 health insurance at no expense to the employee.
- 19 2. Sick leave may be taken in 1-hour to 24-hour increments. Sick leave hours
20 will be considered hours worked for FLSA purposes.
- 21 3. Sick leave may be granted by the District Fire Chief in extraordinary
22 circumstances that he/she believes, in his or her sole discretion, will have a
23 beneficial effect on the employee's morale and welfare and is in the interest of
24 the District.
- 25

1 **D. Sick Leave Pay Out**

2 56-hour employees shall be compensated (at their base hourly rate based on their
3 permanent/regular assignment) for a maximum of 1120 unused sick leave hours
4 and 40-hour employees may be compensated for a maximum of 800 unused sick
5 leave hours upon separation/retirement from the District based on the following
6 total years of service:

7

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 %

8
9 **E. Sick Leave Pay Out at Separation and Retirement**

- 10
11 1. Any accrued and unused sick leave hours, which are eligible for pay out
12 based on this article, will be paid out into the employee's rHRA at their base
13 hourly rate of their normal assignment.
14 2. Notwithstanding the foregoing, in the event of a job-related death or total
15 permanent disability as determined under Workers' Compensation (NRS
16 Chapters 616/617 in effect on the date of the determination), the District shall
17 pay one hundred percent (100%) of the accumulated sick leave balance to
18 either the employee or his/her legal heirs. The payment shall be computed at
19 the employee's base hourly rate based on their permanent/regular
20 assignment at the time of the death or total permanent disability.
21

22

1 **ARTICLE 38 Military Leave**

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

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

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

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

1 **ARTICLE 39 Administrative Leave**

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

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

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

1 **ARTICLE 40** **Court and Jury Duty Leave**

2 **Jury Duty**

3
4 Court appearances are considered to be prescheduled duty and not subject to
5 call back provisions of this agreement.

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

15
16 **Court Time**

- 17
18 **A.** If an employee appears on his/her regular workday in any court or before
19 any grand jury as a party to an action arising out of his/her employment or
20 as a witness to observations or knowledge received in the course of
21 his/her employment, he/she will receive full pay and time off from his/her
22 regular workday, but will refund any witness fee to the District. However, if
23 the employee is excused from court duty before 5:00 p.m. and is not
24 required to appear for court duty the next day, the employee will return to
25 the workplace to complete his/her regular assigned shift. This can be
26 waived by the District's administration on a case-by-case basis.
27 **B.** If an employee's presence is required outside of the employee's regular
28 shift to give testimony or a statement concerning observation or
29 knowledge made or obtained in the course of his/her employment at a
30 deposition by subpoena or for an interview at the direction of the courts, or
31 at the direction of the District Fire Chief, the employee will be paid
32 overtime for the time required for such an appearance. A two (2) hour
33 minimum payment of overtime will be paid to the employee. The
34 employee will notify their supervisor as soon as possible when court action
35 requires the employee to be present.
36 **C.** Employees will not serve as expert witnesses unless specifically
37 authorized by the District or as required by a court of competent
38 jurisdiction.

39
40
41
42

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

1 **ARTICLE 41 Professional Development Leave**

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

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

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

21

1 **ARTICLE 42 Bereavement Leave**

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

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

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

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

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

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

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

28

29

30

31

32

33

34

35

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

1 **ARTICLE 43 Extended Leave**

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

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

14
15 **Criteria/Limitations**

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

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

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

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

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

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

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

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

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

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

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

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

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

15 **Definitions:**
16

17 **FMLA – Family Medical Leave Act**

18 FMLA entitles eligible employees of covered employers to take unpaid, job-
19 protected leave.
20

21 **Extended Leave (EL)**

22 The initial request of twelve (12) weeks of job-protected leave, after the
23 employee exhausts their FMLA leave.
24

25 **Additional Extended Leave (AEL)**

26 The final request of a second twelve (12) week period of job-protected leave,
27 after the employee exhausts their EL leave.
28

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

1 **ARTICLE 44 Leave Donation**

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

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

1 **ARTICLE 45 Leave of Absence**

2 **A. Eligibility**

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

6 **B. Short Term LWOP**

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

9 **C. Long Term LWOP**

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

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

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

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

6
7 Light duty assignments greater than ninety (90) days shall be approved by the
8 District Fire Chief or designee. The employee shall be paid at their current wage
9 for hours worked in a forty-hour workweek.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

1 **ARTICLE 47 Occupational Injuries/Illness**

2 **Injury/Illness Workers Compensation**

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

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

1 **Total Compensation**

2
3 When an employee is eligible for benefits under Chapter 616C or 617 of the
4 Nevada Revised Statutes, the payments provided to an employee under those
5 chapters of the Nevada Revised Statutes, exclusive of payment of medical or
6 hospital expenses, will be the total compensation received by the employee.
7

8 **FMLA While on Workers Compensation Leave**

9
10 An employee's workers compensation leave shall not be deducted from the
11 employee's FMLA leave subject to any limitations imposed by this article or state
12 law or District's workers compensation provider.
13

14 **Disability Retirement**

15
16 Once the District has received notice from the District's workers compensation
17 provider of the employee's permanent disability, the District shall notify the
18 employee to discuss disability retirement with Nevada PERS. If the employee
19 applies for PERS disability retirement, the District shall keep the employee on the
20 payroll for 90 days or until Nevada PERS has ruled on the Disability
21

22 **Modified Duty Assignments**

- 23
24 **A.** Employees covered by this agreement whose physical condition prevents
25 him/her from performing his/her normal work duties as assigned, at the
26 convenience of the District, the District may place him/her in an assignment in
27 which the employee can perform work consistent with his/her condition. The
28 District agrees to place employees into light duty assignments within the
29 District's areas of responsibility.
30 **B.** Employees who have been on authorized injury/illness leave due to work-
31 related injury/illness under applicable workers' compensation law will, upon
32 release from his/her doctor and upon presentation of said release, return to
33 work in a light duty assignment if one is available. Any assignments to light
34 duty will be in conformance with limitations imposed by the employees
35 treating physician, and no employee will be assigned light duty tasks that
36 would predictably prolong the rehabilitative process or otherwise increase the
37 risk of further injury/illness.
38 **C.** The intent of this provision is to permit employees to return to work as soon
39 as medically possible within the requirements of applicable workers'
40 compensation laws. The parties understand that light duty refers to tasks
41 other than the full range of the employees' regular assigned duties.
42 **D.** Nothing in this section will require the District to create a light duty
43 assignment.
44 **E.** The assignment to a light duty assignment under this section will not be
45 optional for the employee. If an employee turns down the assignment, no
46 regular compensation will be provided. Any accrued leave, Trades, or Leave
47 Without Pay use is permitted.
48

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

2 **A. Cafeteria Plan**

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

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

B. District Fund Contribution for Health Benefit Package

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

C. Monthly Contribution in Lieu of Health Benefit Plan

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

1 **D. High Deductible Medical Plan with Health Savings Account**
2

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

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

7 Under the High Deductible Medical Plan with Health Savings Account,
8 employee medical premium costs and individual plan savings accounts will be
9 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

10
11 **2. Annual Account Contribution Distribution**

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

23 **3. Probationary Employees**

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

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

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

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

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

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

8 **E. Premium Increases/Decreases**

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

34

35 **F. Benefits Committee**

36

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

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

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

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

9
10 **G. Reopener**

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

18 **H. Ambulance Plan**

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

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

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

1 **ARTICLE 49 Retiree Health Reimbursement Arrangement**

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

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

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

- 9 • Employees with 0 to 60 months completed will receive an annual contribution
10 totaling One Thousand Dollars (\$1,000).
- 11 • Employees with 61 to 120 months completed will receive an annual
12 contribution totaling Two Thousand Dollars (\$2,000).
- 13 • Employees with 121 to 180 months completed will receive an annual
14 contribution totaling Three Thousand Dollars (\$3,000).
- 15 • Employees with 181 to 240 months completed will receive an annual
16 contribution totaling Four Thousand Dollars (\$4,000).
- 17 • Employees with 241 to 300 months completed will receive an annual
18 contribution totaling Five Thousand Dollars (\$5,000).
- 19 • Employees with 301 or more months completed will receive an annual
20 contribution totaling Six Thousand Dollars (\$6,000).

21
22
23
24
25
26
27
28
29
30

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

1 **ARTICLE 50 Employee Assistance Program**

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

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

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

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

1 **ARTICLE 51 Association Business**

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

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

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

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

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

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

38
39
40
41

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

1 **ARTICLE 52 Staffing**

2
3 The District recognizes the need for adequate staffing and agrees to work with
4 the Association to achieve staffing levels recommended by the National Fire
5 Protection Association (NFPA 1710) commensurate with the overall goals of
6 firefighter safety as recommended by the District Safety Committee.

7
8 Designation of Apparatus:

9
10 The District Fire Chief or designee shall designate whether an apparatus is in
11 service and its classification. For purposes of this article, in service is defined as
12 a unit to which personnel are assigned for any length of time as authorized.

13
14 Minimum Staffing of In-Service Apparatus:

15
16 The District shall staff each in-service Training Safety Position with a Training
17 and Safety qualified Fire Captain.

18
19 The District shall staff each in-service Water Tender with an Engineer.

20
21 The District shall staff each in-service Squad with a Captain and Engineer.

22
23 The District shall staff each in-service Engine with a Captain, Engineer, and Fire
24 Fighter. One member shall be a certified Paramedic.

25
26 The District shall staff each in-service Truck with a Captain, Engineer, and Fire
27 Fighter. One member shall be a certified Paramedic.

28
29 The District shall staff each in-service Rescue with one (1) Fire Fighter or Fire
30 Fighter Paramedic and one (1) Fire Fighter Paramedic.

31
32 The District shall staff each in-service Brush Engine with a Captain, Engineer,
33 and Fire Fighter. One (1) member shall be a certified Paramedic.

34
35 The District shall staff each in-service Fuels/Fire Brush Engine with a Fire
36 Squad/Engine Boss and three (3) fire crew members one of who has completed
37 the EFFPD engineer task book for Brush engines and for water tenders.

38
39 When unable to fill a Captain with a promoted Captain, a qualified actor for that
40 position may be used.

41
42 When unable to fill an Engineer with a promoted Engineer, a qualified actor for
43 that position may be used.

44
45 When unable to fill a Fire Squad/ Engine Boss with Fire Squad/ Engine Boss, a
46 qualified actor for that position from that Division may be used.

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

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

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

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

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

16

17

18

19

20

21

22

23

24

25

26

27

28

29

1 **ARTICLE 53 Communications**

2 **A. Bulletin Boards**

3
4 The District will furnish bulletin board space for the use of the Association where
5 currently available. Only areas designated by the District for Association use
6 may be used for posting notices. Bulletin boards will only be used for the
7 following notices:

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

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

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

25
26 The District will allow limited use of the District's interdepartmental mail system
27 and the District's e-mail system. Such use will not include mass mailings of
28 materials not suitable for posting under Section A of this article. All use of the
29 District's e-mail system is subject to the District's internet and e-mail policies,
30 including the provision that no reasonable expectation of privacy exists for
31 messages placed on the system, and that all messages are subject to the
32 Nevada Public Records Law and other applicable laws. The Association will use
33 interdepartmental mail and email systems at its own risk.

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

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

36
37 The District will allow the Association to use the District's copiers and computers
38 for Association business only under the following conditions:

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

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

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

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

1 **ARTICLE 54 Prevailing Rights**

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

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

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

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

22
23 **Meals**

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

29
30
31
32
33
34
35
36
37
38

1 **ARTICLE 55 Hours**

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

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

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

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

19 **B. Non-Suppression Personnel**

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

28 **C. Fire/Fuels Personnel**

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

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

3

4 **D. Shift/Module Reassignment**

5

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

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

1 **ARTICLE 56 Safety**

2 **A. Safety Committee**

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

1. In order to address the mutual concerns of the parties on safety matters, the Association and District agree to form a Safety Committee. It is intended to provide a vital connection in the “top down, bottom-up” approach to developing and maintaining a safe working environment. The Safety Committee is hereby empowered and responsible to provide advice and recommendations to the District Fire Chief in the following areas:
 - a. Drafting new and revised safety policies and procedures.
 - b. Consider the concerns of and formally recommend corrective action toward personnel safety inquiries.
 - c. Evaluate the root cause of accidents or injuries, based upon the completed reports and investigations, and propose formal conclusions and corrective actions.
2. The Committee shall be composed of five (5) members and one (1) ex officio members as follows:
 - a. Two (2) Association members, including two (2) alternates appointed by the Association President.
 - b. One (1) Safety and Training Captain assigned by the Deputy Chief of Training and Safety.
 - c. One (1) Battalion Chief jointly selected by the three Battalion Chiefs with one (1) Battalion Chief serving as an alternate.
 - d. One (1) Volunteer Firefighter representative selected by the president of the East Fork Volunteer Association.
 - e. The Deputy Chief of Training and Safety will serve as an ex officio member of the Committee and as the Chairman in a non-voting capacity.

B. Meetings

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

C. Safety Turnouts and Equipment

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

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

1 **ARTICLE 57 Shift Trades**

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

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

9 **A. Trade Process:**

10 **1. In-Rank Trades**

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

15 **2. Out of Rank Trades**

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

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 58 Station Assignments**

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

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

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

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 **ARTICLE 59 Reduction in Force**

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

4 **A. Notice**

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

7 **B. Bumping**

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

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

19 **C. Posting**

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

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

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

34 **D. Reemployment**

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

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

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

5 **E. Adjustment to Layoff Process**

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

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

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

1 **ARTICLE 60 Acting Qualifications**

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

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

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

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

22
23
24
25
26
27

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

1 **ARTICLE 61 Probationary Periods**

2 **Initial Probation**

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

8 **Promotional Probation**

9
10 **Suppression:**
11 Upon promotion to a classification of Engineer or Captain, an employee will serve
12 the equivalent of one hundred and twenty (120) shifts worked as a promotional
13 probationary period. The employee may be returned to his/her previous
14 classification and pay following Article 22 with cause.
15

16 **Fuels/Fire Management:**

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

22 **Non-Suppression:**

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

27

28

29

30

31

32

33

34

35

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

1 **ARTICLE 62 Promotions**

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

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

8 **a.** Completion of forty-eight (48) months employed as a career firefighter with
9 the District to take the promotional exam for Engineer.

10 **b.** Completion of seventy-two (72) months employed with the District as a
11 career firefighter or Engineer to take the promotional exam for Captain.

12 **c.** Completion of 36 months as a Captain with the District to take the
13 promotional exam for Battalion Chief.

14 **d.** The District will not lower the prerequisite certifications and experience if
15 no qualified employee candidates exists.

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

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

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

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

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

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

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

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

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

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

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

19
20
21
22
23
24

25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

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

1 **ARTICLE 63 Temporary Promotion**

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

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

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

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

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

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

37
38
39
40

1 **ARTICLE 64 Seniority**

2 **A. Types of Seniority**

3
4 Two types of seniority will be established: District (overall) Seniority and Rank
5 (time in grade) Seniority.

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

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

19
20 2. Rank Seniority will be determined by the following criteria:

- 21 a. An employee's Rank Seniority will be determined based upon the date
22 an employee is hired, transferred, or promoted into the rank in which
23 they hold.
- 24 b. For the purpose on settling a tie, should two or more employees have
25 the same hire/promotion date, the tied employee's seniority will be
26 based upon their order on the ranked hiring/promotion list. If
27 employees are tied on hiring list, the tied employee's seniority will be
28 based upon District Seniority.
- 29 c. An employee that is demoted to a lower rank, or transfers back to a
30 position in another division, will be placed within that lower rank, or
31 positions seniority list, based upon the date in which they would have
32 originally qualified for placement in that rank. If any ties exist, the
33 above procedure will be used to determine seniority.
- 34 d. Rank seniority will be used for all operational or other needs of the
35 District, i.e. annual station rotations/requests, open positions, shift
36 movement or requests or a request by the District due to operational
37 need.

38
39 **B. Seniority List**

40
41 1. Upon completion of this agreement, lists defining the District and Rank
42 Seniority will be agreed upon. These lists will become the only working
43 and approved seniority lists.

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

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

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

Non-Supervisor Agreement 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.

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

1 **ARTICLE 66 Replacement of Personal Property**

2 **Lost, Stolen or Destroyed**

3
4 The District will reimburse the District's employees for personal property items
5 that are stolen, damaged, or destroyed during duty hours or while stored at or in
6 a District facility or vehicle, providing that the employee made a reasonable effort
7 to safeguard the item and/or whose negligence as reasonably determined by the
8 District did not cause the loss. Such reimbursement will be limited to those items
9 of personal property that are reasonably required in order for the employee to
10 perform his/her duties and may be limited by a list promulgated by the District
11 Fire Chief.

12 **Replacement Cost Limits**

13
14 Reimbursement will be limited to items of personal property that are reasonably
15 required for the performance of job duties that are covered by the District's
16 insurance policy.

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

1 **ARTICLE 67 Station Habitability Committee**

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

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

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

11 **Reopener:** There shall be a reopener for this article in FY 24/25.

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

1 **ARTICLE 68 Lateral Transfers Firefighter/Paramedic**

2 **A. Eligibility Requirements for Lateral Firefighter/Paramedic Transfers**

3
4 An employee seeking transfer as a Lateral Firefighter/Paramedic must meet the
5 following minimum requirements:

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

25
26 **B. Lateral Firefighter/Paramedic Probation**

- 27
28 1. Newly hired lateral fire suppression employees will spend a minimum of
29 eighty (80) hours, as a forty (40) hour work week employee, to gain
30 administrative, human resource and operational knowledge prior to being
31 assigned to a unit in a safety sensitive position.
- 32 2. No probationary employee will be eligible for voluntary or forced overtime or
33 shift trades until the employee has completed EMS and fire related core
34 competencies as determined by the District. The core competencies must be
35 achieved within the first thirty (30) shifts worked after being assigned as a
36 fifty-six (56) hour employee.
- 37 3. To be eligible for promotional opportunities, Lateral Transfers must meet the
38 same full-time career fire suppression and EMS experience requirements at
39 East Fork Fire Protection District as other District employees.
- 40 4. Lateral Transfers will serve an initial probation as set forth in Article 61.
- 41 5. Once Lateral Transfers have passed their core competencies as established
42 by the District, they will then be eligible to use Annual Leave and participate in
43 trades.

1 **C. Lateral Firefighter/Paramedic Pay**

2
3 Firefighter/Paramedic employees hired by the District will be assigned to a pay
4 step, which recognizes compensation steps based on a one-year for one-year
5 experience factor. However, any such credit for work experience may not result
6 in assignment to a pay step greater than the fourth (4th) step in the current pay
7 plan.

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

11
12
13
14
15
16
17
18
19
20
21
22
23
24

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

1 **ARTICLE 69 Paramedic**

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

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

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

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

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

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

1 **ARTICLE 70 Fire Fuels Management**

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

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

7

8

1 **ARTICLE 71 Fire Academy**

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

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

1 **APPENDIX A Classifications**

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

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

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

12
13 **B. Prevention Classification**

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

16
17 **C. Support Classification**

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

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

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

24
25

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

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

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

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

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

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

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

27
28 Employees contribute to informal resolution by:

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

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

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

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

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

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

8

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

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

16

17 **What is a Problem?**

18

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

23

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

26

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

31

32 **Insubordination**

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

35

36 **Alcohol or controlled substances**

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

39

40 **Fighting**

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

44

45

46

1 **Threatening or striking another person**

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

4
5 **Dishonesty**

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

9
10 **Theft**

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

13
14 **Misconduct**

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

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

25
26 **Tardiness**

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

31
32 **Absenteeism**

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

38
39 **Abandonment**

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

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

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

4
5 **Appearance**

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

11
12 **Safety**

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

17
18 **Performance of Duties**

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

24
25 **Complex Problems**

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

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

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

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

1 **Information Gathering**

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

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

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

19
20 **The Informal Process**

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

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

37
38 **Coaching**

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

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

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

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

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

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

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

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

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

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

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

42
43
44
45
46

1 **Guidelines for Effective Coaching:**

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

14

15 **Training**

16

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

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

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

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

21

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

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

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

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

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

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

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

29 training history.

30

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

32 he/she will be unable to perform effectively.

33

34 **Guidelines for Effective Training:**

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

1 **Obstacles**

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

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

16
17 **Guidelines for removing Obstacles:**

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

25 **Feedback**

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

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

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

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

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

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

7
8 **Guidelines for Effective Feedback:**

9
10 Supervisors should evaluate the following questions:

- 11
12 • Does the employee know exactly how well he/she is doing?
13 • Does the employee get regular, short-term feedback about job performance?
14 • Have expectations been clearly identified with the employee?
15

16 **Consequences**

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

20
21 **Theory:** If an employee determines that it actually doesn't matter if the job is
22 done correctly, or if the consequences of doing a job properly or quickly are
23 unpleasant, ultimately, he/she will stop doing it correctly. For example: Does
24 doing the job properly or quickly result in additional work for the employee?
25

26 **Guidelines for arranging Consequences**

27
28 Supervisors should evaluate the following questions:

- 29
30 • What differences does it make to the employee if he/she performs as he/she
31 is supposed to? Are employees motivated to do the right thing?
32 • What happens when the employee does the job poorly or fails to do it at all?
33

34 **Counseling**

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

42
43 **Counseling Procedure:**

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

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

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

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

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

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

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

22
23 **Guidelines for Effective Counseling:**

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

- 30
31
- Problems should be stated in terms of desired versus actual conduct, 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.
- 44
45
46

1 **Summary**

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

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

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

16
17 **The Formal Process**

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

27
28 The Formal Process consists of:

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

35 **Preparing for an Investigative Interview**

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

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

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

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

17 18 **Conducting an Investigative Interview**

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

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

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

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

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

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

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

4
5 **Feedback:** Any actions or non-action shall be communicated to the employee
6 within fifteen (15) calendar days.

7 8 **Making a Decision in Regards to Discipline**

9
10 Once a Captain or supervisor and the Battalion Chief or the next level supervisor
11 has conducted an Investigative Interview and has considered any response the
12 employee may offer, the information from the Investigative Interview will be given
13 to the District Fire Chief or designee, and a decision regarding formal action must
14 be made. An initial evaluation of whether disciplinary action is appropriate
15 involves the supervisors asking certain questions. These questions are intended
16 to provide a remedial check on supervisory strategies:

- 17
18 • Is there sufficient evidence that the employee violated a rule or procedure?
19 • Can I demonstrate that the employee understood a rule/policy that was
20 violated?
21 • Can I demonstrate that the employee knew in advance that such behavior
22 would be subject to disciplinary action?
23 • Can I demonstrate that the rule violated was reasonably related to the safe,
24 efficient, and orderly operation of the organization?
25 • Can I demonstrate that the employee committed an intentional act or
26 omission?

27
28 After answering these questions, the supervisor should then utilize the
29 Disciplinary Algorithm.

30 31 **Disciplinary Algorithm**

32
33 The Disciplinary Algorithm is a tool that assists supervisors in determining the
34 appropriate level of discipline to apply. The Disciplinary Algorithm prompts the
35 supervisor by asking questions that are designed to help determine the degree of
36 seriousness of the offense and the impact of the offense upon the Fire District.

37
38 When the supervisor applies the circumstances of the offense to the Disciplinary
39 Algorithm, he/she will be led to an appropriate range of disciplinary actions. The
40 supervisor should select the lowest action necessary to compel the employee to
41 take responsibility for eliminating the problem.

42
43 The Disciplinary Algorithm is designed to assist a supervisor in reaching a
44 reasonable recommendation based solely upon the merits of the case at hand.
45 The Disciplinary Algorithm requires the supervisor to consider three very
46 important factors: **safety**, **honesty**, and if there has been a **negative impact** on

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

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

5 **Safety**
6

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

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

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

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

23 **Honesty**
24

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

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

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

- 35 • Does the infraction or explanation of the infraction involve dishonesty or
36 untrue statements?
- 37 • Is there sufficient evidence of dishonesty or witnesses who lead to doubt the
38 employee's honesty?
- 39 • Does the infraction involve theft, and is there sufficient proof of employee
40 involvement?
- 41 • Do the facts or evidence support the employee's account or explanation?
42
43
44

45 **Negative Impact**
46

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

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

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

10
11 **Questions to Ask:** The supervisor should evaluate the following items:
12

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

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

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

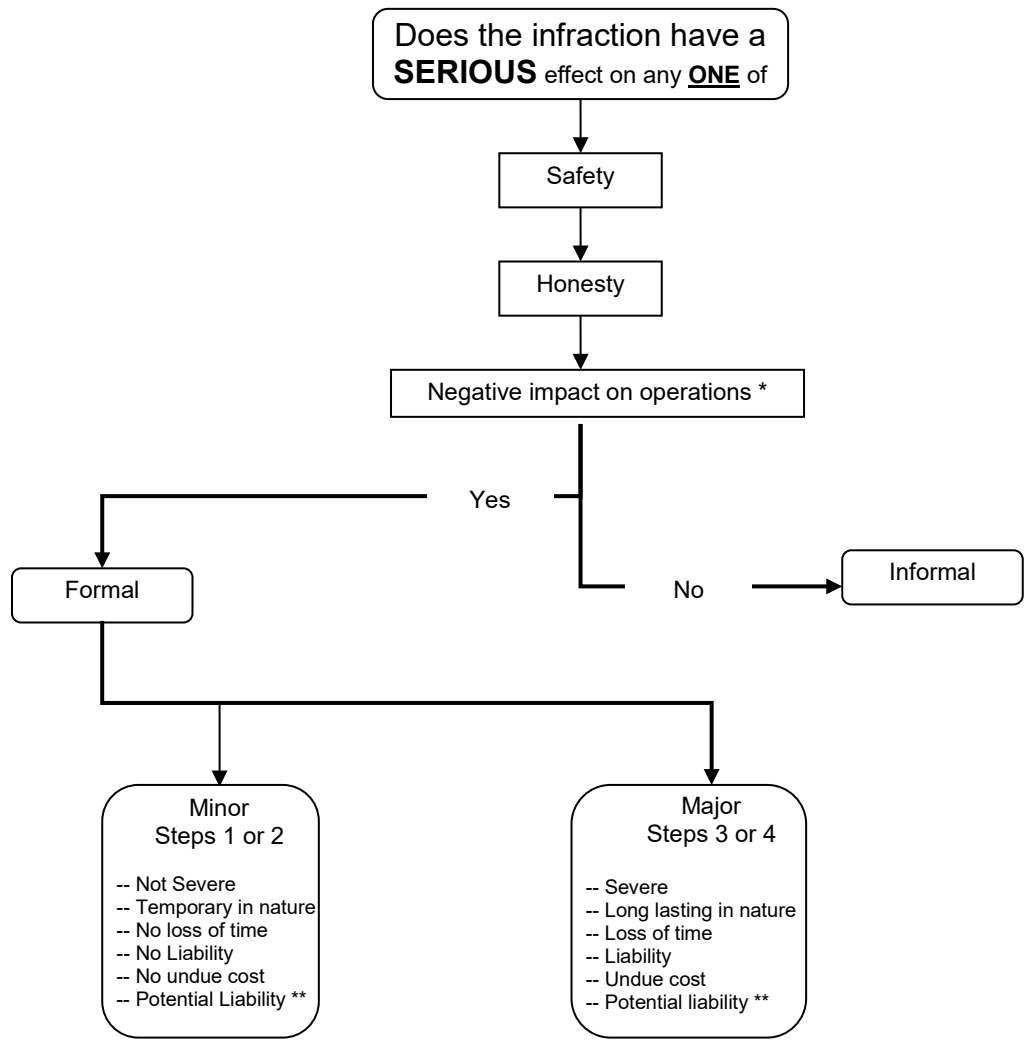
25 A major infraction is usually severe, long lasting, or results in undue costs or
26 liability/potential liability to the Fire District.
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

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

1
2
3

4
5
6
7

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.

1 **Disciplinary Action Steps**

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

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

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

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

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

28
29 **Disciplinary Decisions and Matrix Entry**

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

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

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

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

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

4
5 Note: Any discipline greater than a step 2 or resulting in suspension requires an
6 administrative hearing prior to action being taken.

7
8 **Common Questions Are:**

- 9
10 • Are the three categories of problems (Conduct, Attendance, Performance)
11 strictly independent of each other?
12 • Are we required to be strictly progressive in the application of discipline within
13 each of these categories?

14
15 The answer to each question is no. The EDPP stresses that discipline be based
16 upon the employee's overall success at meeting managerial expectations.

17
18 **Rules, Matrix and Concepts**

19
20 A few rules apply to the application of the different steps of discipline.

21
22 **Rule #1:** Disciplinary actions have active life spans. Active is defined as the
23 total time period the disciplinary action weighs against the employee. The active
24 life spans are:

25
26 Counseling: 6 months

27
28 Step 1: 6 months
29 Step 2: 9 months
30 Step 3: 12 months
31 Step 4: 12 months

32
33 For instance, if Employee X receives a Step 1 disciplinary action on January 1,
34 2022, it becomes inactive on June 30, 2022, 6 months from the date the action
35 was imposed, providing no further problems occur during that 6-month period. If
36 further problems do occur prior to June 30, 2022, the active life span shall be
37 extended, as explained in Rule #2.

38
39 **Rule #2:** Active life spans are subject to **linking**. This is done to ensure that
40 documentation of prior disciplinary actions, often considered a basis for more
41 progressive disciplinary action, is not lost.

42
43 Continuing the example above, if Employee X were to receive a Step 2
44 disciplinary action for any offense on March 1, 2015, the active life span of the
45 Step 1 already given is extended by the life span of the Step 2, or 9 months. The
46 Step 1 and Step 2 actions will remain "active" until November 30, 2022 unless an

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

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

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

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

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

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

15
16 Formal Actions:

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

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

29

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

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

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

1

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

2

3 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

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

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

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

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

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

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

23
24 **Administrative Hearings**

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

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

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

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

1 (7) calendar days from notification to prepare for the hearing, unless both parties
2 mutually agree to meet at another date and time.
3

4 The employee may choose to respond in writing to the specified charges. If the
5 employee responds in writing, the District Fire Chief or designee must receive the
6 response no later than the date and time specified for the hearing. The
7 employee may choose to appear in person and/or be represented by a
8 Association representative.
9

10 Following the Administrative Hearing, a decision regarding the appropriate
11 disciplinary action to be taken, if any, will be made by the District Fire Chief or
12 designee. All decisions will be governed by rules of the Formal Process. The
13 decision will be communicated to the employee and the Association within fifteen
14 (15) calendar days after the Administrative Hearing, unless a different timeline is
15 mutually agreed to. The decision is communicated during a Disciplinary Meeting
16 by the District Fire Chief or designee.
17

18 **Disciplinary Meetings**
19

20 The immediate supervisor or Captain and Battalion Chief or the District Fire Chief
21 or designee conducts Disciplinary Meetings after an Investigative Interview or
22 Administrative Hearing to inform the employee and the Association of disciplinary
23 action decisions. The Disciplinary Meeting is documented in Section II of the
24 EFFPD Disciplinary Action Form. The nature of a Disciplinary Meeting is
25 informational, as the necessary discussions and reviews have already been
26 completed.
27

28 Supervisors should not allow Disciplinary Meetings to lead to debate. Employees
29 who are not satisfied with the result of this meeting should be referred to the
30 grievance article of the appropriate collective bargaining agreement. Supervisors
31 should consider the following recommendations related to a Disciplinary Meeting:
32

33 Before the Meeting:
34

35 The supervisor shall notify the employee of their right to representation. Section II
36 of the EFFPD Disciplinary Action Form must be completed with the following
37 information:
38

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

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

1 During the Meeting:
2

- 3 1. Explain to the employee the level of disciplinary action to be taken.
4 2. State the specific problem in terms of **desired versus actual** conduct,
5 attendance, or performance, and the changes expected.
6 3. Ask the employee to confirm understanding.
7 4. Indicate your confidence in the employee's ability to perform properly.
8 5. Secure signature(s) of the employee and/or witness(es) involved.
9

10 After the Meeting:
11

- 12 1. Distribute copies of the EFFPD Disciplinary Action Form, as noted on the
13 form.
14 2. Monitor the employee's performance.
15

16 **Documentation** 17

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

25 **Purging Disciplinary Actions** 26

27 Disciplinary actions may be purged from Human Resource files when:
28

- 29 • A written request is submitted to the Human Resources Director.
30 • All disciplinary action in a category will be removed when the active life span
31 has been reached.
32

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

37 **Termination** 38

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

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

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

3
4 **Representation**

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

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

25
26 During the Disciplinary Meetings: Supervisors should follow proper procedures
27 whether an Association representative is present or not. If the employee or
28 Association disagrees with the disciplinary action, a grievance can be filed and
29 the situation reviewed through the grievance procedure. Informal actions and
30 counseling are not subject to the grievance procedure. Steps One through Four
31 are subject to the grievance procedure. The supervisor should not fail to take
32 disciplinary action because of the possibility that the action may be grieved.
33

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

1 APPENDIX C Pay Plan

2

East Fork Fire Protection District																
Firefighter Association																
Pay Plan																
		Annual Wage					2912 Hourly Wage					2080 Hourly Wage				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Existing Pay Plan (7/1/23)																
Firefighter Trainee	Fire PERS	51,161.39	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	24.5968	n/a	n/a	n/a	n/a
Firefighter	Fire PERS	56,846.03	59,838.40	62,988.02	66,302.75	69,792.78	19.5213	20.5489	21.6305	22.7688	23.9673	27.3298	28.7685	30.2827	31.8763	33.5542
Firefighter/EMTA	Fire PERS	62,048.02	65,313.25	68,750.86	72,369.02	76,178.50	21.3077	22.4290	23.6095	24.8520	26.1602	29.8308	31.4006	33.0533	34.7928	36.6243
Firefighter/PM	Fire PERS	71,497.46	75,259.77	79,220.96	83,390.94	87,779.33	24.5527	25.8447	27.2050	28.6370	30.1440	34.3738	36.1826	38.0870	40.0918	42.2016
Engineer	Fire PERS	71,497.46	75,259.77	79,220.96	83,390.94	87,779.33	24.5527	25.8447	27.2050	28.6370	30.1440	34.3738	36.1826	38.0870	40.0918	42.2016
Captain	Fire PERS	82,079.67	86,400.50	90,947.88	95,734.04	100,772.67	28.1867	29.6705	31.2321	32.8757	34.6060	39.4614	41.5387	43.7249	46.0260	48.4484
Captain/Investigato	Fire PERS	82,902.31	87,265.94	91,859.33	96,693.25	101,783.14	28.4692	29.9677	31.5451	33.2051	34.9530	39.8569	41.9548	44.1631	46.4871	48.9342
Squad/Engine Boss	Fire PERS	61,630.61	64,827.98	68,183.86	71,721.31	75,439.73	n/a	n/a	n/a	n/a	n/a	29.6301	31.1673	32.7807	34.4814	36.2691
Crew Member	Fire PERS	51,925.74	54,624.34	57,458.34	60,428.99	63,557.94	n/a	n/a	n/a	n/a	n/a	24.9643	26.2617	27.6242	29.0524	30.5567
Fire Inspector	Regular PERS	70,594.58	74,310.50	78,221.31	82,338.05	86,671.52	n/a	n/a	n/a	n/a	n/a	33.9397	35.7262	37.6064	39.5856	41.6690
Fire Mechanic	Regular PERS	63,500.53	66,842.67	70,360.37	74,064.02	77,962.56	n/a	n/a	n/a	n/a	n/a	30.5291	32.1359	33.8271	35.6077	37.4820
Master Mechanic	Regular PERS	76,437.71	80,460.64	84,695.52	89,153.38	93,845.65	n/a	n/a	n/a	n/a	n/a	36.7489	38.683	40.719	42.8622	45.1181
Effective Pay Period Starting 7/22/23 (paid 8/11/23), PERS Adjustment, -3% FIRE PERS, -1.875% PERS																
Firefighter Trainee	Fire PERS	49,626.72	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	23.8590	n/a	n/a	n/a	n/a
Firefighter	Fire PERS	55,140.76	58,043.15	61,098.42	64,313.56	67,699.05	18.9357	19.9324	20.9816	22.0857	23.2483	26.5100	27.9054	29.3742	30.9200	32.5476
Firefighter/EMTA	Fire PERS	60,186.67	63,353.76	66,688.29	70,197.84	73,893.16	20.6685	21.7561	22.9012	24.1064	25.3754	28.9359	30.4585	32.0617	33.7490	35.5256
Firefighter/PM	Fire PERS	69,352.48	73,002.09	76,844.48	80,889.24	85,146.01	23.8161	25.0694	26.3889	27.7779	29.2397	33.3425	35.0972	36.9445	38.8891	40.9356
Engineer	Fire PERS	69,352.48	73,002.09	76,844.48	80,889.24	85,146.01	23.8161	25.0694	26.3889	27.7779	29.2397	33.3425	35.0972	36.9445	38.8891	40.9356
Captain	Fire PERS	79,617.28	83,808.52	88,219.33	92,861.93	97,749.43	27.3411	28.7804	30.2951	31.8894	33.5678	38.2775	40.2926	42.4131	44.6452	46.9949
Captain/Investigato	Fire PERS	80,415.17	84,648.05	89,103.41	93,792.32	98,729.61	27.6151	29.0687	30.5987	32.2089	33.9044	38.6611	40.6962	42.8382	45.0925	47.4662
Squad/Engine Boss	Fire PERS	59,781.70	62,883.18	66,138.38	69,569.76	73,176.48	n/a	n/a	n/a	n/a	n/a	28.7412	30.2323	31.7973	33.4470	35.1810
Crew Member	Fire PERS	50,368.03	52,985.50	55,734.64	58,616.06	61,651.20	n/a	n/a	n/a	n/a	n/a	24.2154	25.4738	26.7955	28.1808	29.6400
Fire Inspector	Regular PERS	69,270.86	72,917.10	76,754.70	80,794.27	85,046.42	n/a	n/a	n/a	n/a	n/a	33.3033	35.0563	36.9013	38.8434	40.8877
Fire Mechanic	Regular PERS	62,309.94	65,589.47	69,041.02	72,675.41	76,500.74	n/a	n/a	n/a	n/a	n/a	29.9567	31.5334	33.1928	34.9401	36.7792
Master Mechanic	Regular PERS	75,004.59	78,952.02	83,107.44	87,481.68	92,085.97	n/a	n/a	n/a	n/a	n/a	36.0599	37.9577	39.9555	42.0585	44.2721

3

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

1
2

East Fork Fire Protection District																
Firefighter Association																
Pay Plan																
		Annual Wage					2912 Hourly Wage					2080 Hourly Wage				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Effective Pay Period Starting 9/16/23 (paid 10/6/23), 1.5% COLA FIRE PERS, 1.0% COLA PERS																
Firefighter Trainee	Fire PERS	50,371.03	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Firefighter	Fire PERS	55,967.77	58,913.84	62,014.83	65,278.30	68,714.46	19.2197	20.2314	21.2963	22.4170	23.5970	26.9076	28.3240	29.8148	31.3838	33.0358
Firefighter/EMTA	Fire PERS	61,089.39	64,303.95	67,688.57	71,250.82	75,001.47	20.9785	22.0824	23.2447	24.4680	25.7560	29.3699	30.9154	32.5426	34.2552	36.0584
Firefighter/PM	Fire PERS	70,392.65	74,097.00	77,997.05	82,102.68	86,423.21	24.1733	25.4454	26.7847	28.1946	29.6783	33.8426	35.6236	37.4986	39.4724	41.5496
Engineer	Fire PERS	70,392.65	74,097.00	77,997.05	82,102.68	86,423.21	24.1733	25.4454	26.7847	28.1946	29.6783	33.8426	35.6236	37.4986	39.4724	41.5496
Captain	Fire PERS	80,811.49	85,065.64	89,542.54	94,254.74	99,215.63	27.7512	29.2121	30.7495	32.3677	34.0713	38.8517	40.8969	43.0493	45.3148	47.6998
Captain/Investigato	Fire PERS	81,621.32	85,917.69	90,440.02	95,199.10	100,210.66	28.0293	29.5047	31.0577	32.6920	34.4130	39.2410	41.3066	43.4808	45.7688	48.1782
Squad/Engine Boss	Fire PERS	60,678.38	63,826.46	67,130.54	70,613.30	74,274.10	n/a	n/a	n/a	n/a	n/a	29.1723	30.6858	32.2743	33.9487	35.7087
Crew Member	Fire PERS	51,123.49	53,780.27	56,570.59	59,495.28	62,575.97	n/a	n/a	n/a	n/a	n/a	24.5786	25.8559	27.1974	28.6035	30.0846
Fire Inspector	Regular PERS	69,963.50	73,646.35	77,522.22	81,602.14	85,896.93	n/a	n/a	n/a	n/a	n/a	33.6363	35.4069	37.2703	39.2318	41.2966
Fire Mechanic	Regular PERS	62,933.10	66,245.30	69,731.38	73,402.16	77,265.76	n/a	n/a	n/a	n/a	n/a	30.2563	31.8487	33.5247	35.2895	37.1470
Master Mechanic	Regular PERS	75,754.64	79,741.58	83,938.61	88,356.53	93,006.78	n/a	n/a	n/a	n/a	n/a	36.4205	38.3373	40.3551	42.4791	44.7148
Effective Pay Period Starting 12/23/23 (paid 1/12/24), 3.0% COLA FIRE PERS, 2.375% COLA PERS																
Firefighter Trainee	Fire PERS	51,882.11	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	24.9433	n/a	n/a	n/a	n/a
Firefighter	Fire PERS	57,646.83	60,681.13	63,875.30	67,236.62	70,775.87	19.7963	20.8383	21.9352	23.0895	24.3049	27.7148	29.1736	30.7093	32.3253	34.0269
Firefighter/EMTA	Fire PERS	62,922.20	66,233.15	69,719.10	73,388.22	77,251.57	21.6079	22.7449	23.9420	25.2020	26.5287	30.2511	31.8429	33.5188	35.2828	37.1402
Firefighter/PM	Fire PERS	72,504.43	76,320.03	80,336.84	84,565.64	89,015.76	24.8985	26.2088	27.5882	29.0404	30.5686	34.8579	36.6923	38.6235	40.6566	42.7960
Engineer	Fire PERS	72,504.43	76,320.03	80,336.84	84,565.64	89,015.76	24.8985	26.2088	27.5882	29.0404	30.5686	34.8579	36.6923	38.6235	40.6566	42.7960
Captain	Fire PERS	83,235.73	87,617.71	92,228.86	97,082.29	102,191.98	28.5837	30.0885	31.6720	33.3387	35.0934	40.0172	42.1239	44.3408	46.6742	49.1308
Captain/Investigato	Fire PERS	84,070.02	88,495.10	93,153.13	98,055.19	103,217.00	28.8702	30.3898	31.9894	33.6728	35.4454	40.4183	42.5457	44.7852	47.1419	49.6236
Squad/Engine Boss	Fire PERS	62,498.80	65,741.31	69,144.40	72,731.78	76,502.40	n/a	n/a	n/a	n/a	n/a	30.0475	31.6064	33.2425	34.9672	36.7800
Crew Member	Fire PERS	52,657.28	55,393.73	58,267.66	61,280.13	64,453.17	n/a	n/a	n/a	n/a	n/a	25.3160	26.6316	28.0133	29.4616	30.9871
Fire Inspector	Regular PERS	71,625.22	75,395.42	79,363.44	83,540.29	87,936.99	n/a	n/a	n/a	n/a	n/a	34.4352	36.2478	38.1555	40.1636	42.2774
Fire Mechanic	Regular PERS	64,427.79	67,818.61	71,387.47	75,145.41	79,100.74	n/a	n/a	n/a	n/a	n/a	30.9749	32.6051	34.3209	36.1276	38.0292
Master Mechanic	Regular PERS	77,553.84	81,635.42	85,932.08	90,455.04	95,215.74	n/a	n/a	n/a	n/a	n/a	37.2855	39.2478	41.3135	43.4880	45.7768

3

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

1

East Fork Fire Protection District																
Firefighter Association																
Pay Plan																
		Annual Wage					2912 Hourly Wage					2080 Hourly Wage				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Effective Pay Period Starting 5/25/24 (paid 6/14/24), 1.5% COLA FIRE PERS, 1.5% COLA PERS																
Firefighter Trainee	Fire PERS	52,660.30	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	25.3175	n/a	n/a	n/a	n/a
Firefighter	Fire PERS	58,511.40	61,591.42	64,833.35	68,245.05	71,837.58	20.0932	21.1509	22.2642	23.4358	24.6695	28.1305	29.6113	31.1699	32.8101	34.5373
Firefighter/EMTA	Fire PERS	63,865.98	67,226.72	70,764.80	74,488.96	78,410.26	21.9320	23.0861	24.3011	25.5800	26.9266	30.7048	32.3205	34.0215	35.8120	37.6972
Firefighter/PM	Fire PERS	73,592.06	77,464.73	81,541.82	85,834.11	90,350.92	25.2720	26.6019	28.0020	29.4760	31.0271	35.3808	37.2427	39.2028	41.2664	43.4379
Engineer	Fire PERS	73,592.06	77,464.73	81,541.82	85,834.11	90,350.92	25.2720	26.6019	28.0020	29.4760	31.0271	35.3808	37.2427	39.2028	41.2664	43.4379
Captain	Fire PERS	84,484.40	88,931.90	93,612.36	98,538.59	103,724.86	29.0125	30.5398	32.1471	33.8388	35.6198	40.6175	42.7557	45.0059	47.3743	49.8677
Captain/Investigato	Fire PERS	85,331.21	89,822.39	94,550.31	99,526.04	104,765.32	29.3033	30.8456	32.4692	34.1779	35.9771	41.0246	43.1838	45.4569	47.8491	50.3679
Squad/Engine Boss	Fire PERS	63,436.26	66,727.44	70,181.49	73,822.74	77,649.94	n/a	n/a	n/a	n/a	n/a	30.4982	32.0805	33.7411	35.4917	37.3317
Crew Member	Fire PERS	53,447.06	56,224.69	59,141.68	62,199.28	65,419.95	n/a	n/a	n/a	n/a	n/a	25.6957	27.0311	28.4335	29.9035	31.4519
Fire Inspector	Regular PERS	72,699.54	76,526.32	80,553.82	84,793.49	89,256.13	n/a	n/a	n/a	n/a	n/a	34.9517	36.7915	38.7278	40.7661	42.9116
Fire Mechanic	Regular PERS	65,394.16	68,835.94	72,458.26	76,272.56	80,287.17	n/a	n/a	n/a	n/a	n/a	31.4395	33.0942	34.8357	36.6695	38.5996
Master Mechanic	Regular PERS	78,717.18	82,859.92	87,221.06	91,811.82	96,644.08	n/a	n/a	n/a	n/a	n/a	37.8448	39.8365	41.9332	44.1403	46.4635
Effective Pay Period Starting 6/22/24 (paid 7/12/24), 1.75% COLA FIRE PERS, 1.75% COLA PERS																
Firefighter Trainee	Fire PERS	53,581.69	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	25.7604	n/a	n/a	n/a	n/a
Firefighter	Fire PERS	59,535.26	62,669.15	65,967.87	69,439.26	73,094.69	20.4448	21.5210	22.6538	23.8459	25.1012	28.6227	30.1294	31.7153	33.3843	35.1417
Firefighter/EMTA	Fire PERS	64,983.61	68,403.17	72,003.28	75,792.66	79,782.39	22.3158	23.4901	24.7264	26.0277	27.3978	31.2421	32.8861	34.6170	36.4388	38.3569
Firefighter/PM	Fire PERS	74,880.04	78,820.27	82,968.70	87,336.12	91,932.13	25.7143	27.0674	28.4920	29.9918	31.5701	36.0000	37.8944	39.8888	41.9885	44.1981
Engineer	Fire PERS	74,880.04	78,820.27	82,968.70	87,336.12	91,932.13	25.7143	27.0674	28.4920	29.9918	31.5701	36.0000	37.8944	39.8888	41.9885	44.1981
Captain	Fire PERS	85,962.82	90,488.07	95,250.65	100,263.07	105,539.91	29.5202	31.0742	32.7097	34.4310	36.2431	41.3283	43.5039	45.7936	48.2034	50.7403
Captain/Investigato	Fire PERS	86,824.48	91,394.28	96,204.91	101,267.71	106,598.71	29.8161	31.3854	33.0374	34.7760	36.6067	41.7425	43.9396	46.2524	48.6864	51.2494
Squad/Engine Boss	Fire PERS	64,546.35	67,895.15	71,409.73	75,114.62	79,008.80	n/a	n/a	n/a	n/a	n/a	31.0319	32.6419	34.3316	36.1128	37.9850
Crew Member	Fire PERS	54,382.43	57,208.53	60,176.69	63,287.74	66,564.78	n/a	n/a	n/a	n/a	n/a	26.1454	27.5041	28.9311	30.4268	32.0023
Fire Inspector	Regular PERS	73,971.87	77,865.63	81,963.44	86,277.36	90,818.21	n/a	n/a	n/a	n/a	n/a	35.5634	37.4354	39.4055	41.4795	43.6626
Fire Mechanic	Regular PERS	66,538.58	70,040.46	73,726.22	77,607.30	81,692.21	n/a	n/a	n/a	n/a	n/a	31.9897	33.6733	35.4453	37.3112	39.2751
Master Mechanic	Regular PERS	80,094.77	84,309.89	88,747.36	93,418.62	98,335.33	n/a	n/a	n/a	n/a	n/a	38.5071	40.5336	42.6670	44.9128	47.2766

2

3

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

1

2

East Fork Fire Protection District																
Firefighter Association																
Pay Plan																
		Annual Wage					2912 Hourly Wage					2080 Hourly Wage				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Effective Pay Period Starting 12/21/24 (paid 1/10/25), 1.75% COLA FIRE PERS, 1.75% COLA PERS																
Firefighter Trainee	Fire PERS	54,519.38	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	26.2112	n/a	n/a	n/a	n/a
Firefighter	Fire PERS	60,577.17	63,765.81	67,122.18	70,654.44	74,373.94	20.8026	21.8976	23.0502	24.2632	25.5405	29.1236	30.6566	32.2703	33.9685	35.7567
Firefighter/EMTA	Fire PERS	66,120.75	69,600.29	73,263.30	77,119.08	81,178.70	22.7063	23.9012	25.1591	26.4832	27.8773	31.7888	33.4617	35.2227	37.0765	39.0282
Firefighter/PM	Fire PERS	76,190.44	80,199.68	84,420.63	88,864.63	93,541.01	26.1643	27.5411	28.9906	30.5167	32.1226	36.6300	38.5575	40.5868	42.7234	44.9716
Engineer	Fire PERS	76,190.44	80,199.68	84,420.63	88,864.63	93,541.01	26.1643	27.5411	28.9906	30.5167	32.1226	36.6300	38.5575	40.5868	42.7234	44.9716
Captain	Fire PERS	87,467.16	92,071.62	96,917.48	102,017.55	107,386.99	30.0368	31.6180	33.2821	35.0335	36.8774	42.0515	44.2652	46.5949	49.0469	51.6284
Captain/Investigato	Fire PERS	88,343.96	92,993.56	97,888.63	103,039.96	108,464.14	30.3379	31.9346	33.6156	35.3846	37.2473	42.4731	44.7084	47.0618	49.5384	52.1462
Squad/Engine Boss	Fire PERS	65,676.00	69,083.25	72,659.39	76,429.18	80,391.38	n/a	n/a	n/a	n/a	n/a	31.5750	33.2131	34.9324	36.7448	38.6497
Crew Member	Fire PERS	55,334.03	58,209.63	61,229.79	64,395.34	67,729.58	n/a	n/a	n/a	n/a	n/a	26.6029	27.9854	29.4374	30.9593	32.5623
Fire Inspector	Regular PERS	75,266.46	79,228.24	83,397.81	87,787.23	92,407.54	n/a	n/a	n/a	n/a	n/a	36.1858	38.0905	40.0951	42.2054	44.4267
Fire Mechanic	Regular PERS	67,702.96	71,266.21	75,016.45	78,965.33	83,121.79	n/a	n/a	n/a	n/a	n/a	32.5495	34.2626	36.0656	37.9641	39.9624
Master Mechanic	Regular PERS	81,496.48	85,785.23	90,300.50	95,053.50	100,056.11	n/a	n/a	n/a	n/a	n/a	39.1810	41.2429	43.4137	45.6988	48.1039

3

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

1 **APPENDIX D Reopeners**

2

Article	Description	Reopener Date
8	Nevada Public Employees Retirement System	When there is a rate change
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

3

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve proposed agreements on selected Articles between the East Fork Fire Protection District (“East Fork”) and the East Fork Professional Firefighters Association (“Supervisory”) and as part of the existing five-year contract. The total estimated fiscal impact for the remaining three years of the original five-year labor contract is approximately \$2,979,105. (Tod F. Carlini, District Fire Chief) 20 minutes.
2. **Recommended Motion:** Motion to approve proposed agreements on selected Articles between the East Fork Fire Protection District (“East Fork”) and the East Fork Professional Firefighters Association (“Supervisory”) and as part of the existing five-year contract. The total estimated fiscal impact for the remaining three years of the original five-year labor contract is approximately \$2,979,105.
3. **Funds Available:** Yes **Amount:** \$2,979,105
Fund Name: Salaries and Benefits **Account Number:** Several
4. **Prepared by:** Tod F. Carlini, District Fire Chief
5. **Meeting Date:** May 16, 2023 **Time Required:** 20 minutes
6. **Agenda:** Administrative
7. **Background Information:** East Fork Administration has negotiated the articles opened for Year 3 of the existing five (5) year agreement with the East Fork Professional Firefighters Supervisory bargaining unit.

These included Articles 8 (Nevada Public Employees Retirement System), 9 (Corrective and Disciplinary Action), 20 (Wages), 36 (Annual Leave), 37 (Sick Leave), 49 (Retired Health Reimbursement Arrangement, and 67 (Station Habitability Committee).

Pursuant to the disclosures required by NRS 288.153, the total approximate cost of salaries and benefits for employees covered by the proposed agreement for the remaining 3 years of the five-year contract is approximately \$2,979,105.

The agreed upon articles negotiated allows for cost of living increases of 6% distributed throughout FY 23/24 and accommodates 3% of the 6% PERS increase, increases in rHRA annual amounts and removes reopeners in that article for remainder of contract, allows for mutually agreeable changes to the corrective and disciplinary plan, and allows for another year of working together on station habitability. The proposed contract covers 3 personnel. For FY 24/25 employees will receive a 3.5% COLA.

8. **Reviewed by:**
_____ District Fire Chief _____ Board President
_____ Legal Counsel _____ Other
9. **Board Action:**
_____ Approved _____ Approved with Modifications
_____ Denied _____ Deferred
_____ Other

East Fork Professional Firefighters -Supervisory CBA Fiscal Impacts

May 16, 2023

East Fork Fire Protection District



Negotiation History and Timeline

- ▶ The Administration and Association entered into the process on February 24, 2023 and completed negotiations on April 28, 2023
- ▶ Four sessions were held on February 24, April 7, April 14 and April 28
- ▶ The following articles were open for discussion based on the current 5 year agreement:
 - ▶ Article 8 - Nevada Public Employees Retirement System
 - ▶ Article 9 - Corrective and Disciplinary Action
 - ▶ Article 20 - Wages
 - ▶ Article 36 - Annual Leave
 - ▶ Article 48 - Sick Leave
 - ▶ Article 49 - Retiree Health Reimbursement Arrangement
 - ▶ Article 67 - Station Habitability Committee

The District and Association reached tentative agreement on all open articles

Complying With NRS 288.153

- ▶ The Agreement must be approved at a public meeting and the fiscal impact of the agreement reported.
- ▶ Any new, extended or modified collective bargaining agreement or similar agreement between a local government employer and an employee organization must be approved by the governing body of the local government employer at a public meeting.
- ▶ The chief executive officer of the local government shall report to the local government the fiscal impact of the agreement.

NRS 288.153

- ▶ Pursuant to NRS 288.153 the East Fork Fire Protection District has negotiated with the East Fork Professional Firefighters-Supervisory Bargaining Unit.
- ▶ The proposed tentative agreement replacing the current contract is included in your Board packet, provided at the public table and posted on the District's website at eastforkfire.org

Fiscal Impact - Supervisory

- ▶ This group includes 3 represented personnel.
- ▶ The fiscal impact of the remaining years of the agreement is required to be disclosed under NRS 288.153.
- ▶ The approximate cost of salaries and benefits for the eligible positions covered under this proposed collective bargaining agreement for the remaining 3 years of the contract is \$2,979,105.

Annual Costs Over One Year

The total cost of wages and benefits for represented employees under this labor contract in FY2023/24 through FY2025/26 are as follows:

Sueprvisory		Total
	Year 3 (23/24)	947,076
	Year 4 (24/25)	1,001,956
	Year 5 (25/26)	1,030,073
		2,979,105

Cost Distribution

The estimated cost distribution between wages and benefits for the term of the agreement is:

Wages	\$1,791,563 (60.14%)
Benefits	\$1,187,542 (39.86%)

Revised Articles Subject To Re-Opening

Article	Description	Re-Opener Date
8	Nevada Public Employees Retirement System	When there is a rate change
20	Wages	FY25/26
28	Section B - Paramedic Certification Incentive	FY24/25
48	Employee Life and Health Insurance	FY24/25
51	Association Business	FY24/25
67	Station Habitability Committee	FY24/25

Recommendation

- ▶ The Negotiations Team representing the District recommends approval of this Contract

QUESTIONS?

1 **ARTICLE 20 Wages**

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

4
5 **A.** Wage Range will be adjusted over FY ~~23/24~~ through FY 24/25 ~~through FY~~
6 ~~22/23~~ as follows, and applied as outlined in Section B:

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

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

- 21
- 22 ~~1. 1/2 of the range adjustment will be effective with the first pay date in~~
23 ~~January 2022.~~
- 24 ~~2. 1/4 of the range adjustment will be effective with the first pay date in July~~
25 ~~2022.~~
- 26 ~~3. 1/4 of the range adjustment will be effective with the first pay date in~~
27 ~~January 2023.~~
- 28 1. Fire PERS employees shall receive a 3.0% reduction July 22, 2023.

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

- 31
- 32
- 33 ~~1. There shall be a In lieu of a 1.5% Cost of Living Adjustment (COLA)~~
34 ~~paid with the first pay date in July 2023 the District agrees to cover~~
35 ~~the Employee portion of the NVPERS increase (3%).~~
- 36 2.1. There shall be a 1.5% Cost of Living Adjustment (COLA)
37 paid with the first pay date in January-October 2024.
- 38 2. There shall be a 3.0% Cost of Living Adjustment (COLA) paid with
39 the first pay date in January 2024.
- 40 3. There shall be a 1.5% Cost of Living Adjustment (COLA) paid with
41 the first pay date in June 2024.
- 42 4. There shall be a 1.75% Cost of Living Adjustment (COLA) paid with
43 the first pay date in July 2024.
- 44 5. There shall be a 1.75% Cost of Living Adjustment (COLA) paid with
45 the first pay date in January 2025.
- 46

Formatted

Formatted: Normal, No bullets or numbering

Formatted: List Paragraph, Numbered + Level: 1 +
Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment:
Left + Aligned at: 0.75" + Indent at: 1"

Formatted: Indent: Left: 0.75", No bullets or
numbering

Formatted: Numbered + Level: 1 + Numbering Style:
A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at:
0.5" + Indent at: 0.75"

Formatted: Indent: Left: 1.5", No bullets or

- 1 ~~There shall be a wage reopener for FY 23/24.~~
- 2
- 3 ~~3. There shall be a wage reopener for FY 24/25.~~
- 4 4. There shall be a wage reopener for FY 25/26.
- 5

Formatted: Normal, No bullets or numbering

- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16

Tentative Agreement – Date

East Fork Fire Protection District East Fork Battalion Chiefs

Date Date

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

2 **Purpose**

3
4 The purpose of this article is to provide clear written policies on the
5 administration of the disciplinary process to ensure consistency and to
6 protect the rights of both the employer and the employee. This article
7 will be utilized as a guideline to identify the issue and course of action to
8 be taken to correct the issue, enhance job performance through
9 problem resolution as outlined, or through the formal disciplinary
10 process.

11
12 The District and the Association have a right to
13 discipline in accordance with the Employee Development and
14 Performance Program (EDPP) contained in Appendix B. Discipline
15 matters as outlined in the EDPP, and discharge are subject to the
16 grievance procedures.

17
18 No discipline shall be imposed for the exercise of freedom of speech in
19 Association affairs upon a member of the Association.

20
21 A copy of any written complaint, reprimand deficiency report or similar
22 document, shall be furnished to the Association per the process outlined in
23 Article 32, upon request of the
24 employee. Subject to scheduling an appointment, an employee may
25 review his/her personnel file during the normal business hours of the
26 District.

27
28 No member shall be compelled to submit to a polygraph examination
29 against their will. No disciplinary action or other discrimination
30 shall be taken against a member for refusing to submit to a polygraph
31 examination.

32
33 **Discipline for Cause**

34
35 Once probation is successfully completed, an employee may only be
36 disciplined for just cause. Probationary employees are considered at-will
37 and may be non-confirmed for any reason. Probationary employees are
38 not entitled to disciplinary procedures provided for in this agreement.
39 Probationary employees are not entitled to grieve their non-confirmation.

40
41 **Resignation**

42
43 Any employee who resigns in concert with disciplinary action shall submit
44 his/her resignation in writing. Applicable wages shall cease effective: -1700-0730
45 hours on the day following the resignation date.
46 56-hour employee end of shift of the resignation date

Formatted

Formatted: Indent: Left: 0.5", First line: 0"

1 40-hour employee end of shift of the resignation date

2
3 Appendix B changes:

4 Any changes to appendix B shall be mutually agreed upon by the District and the
5 Association

Formatted: Indent: Left: 0.5"

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

9
10 ~~This article will go into effect July 1, 2022. If a discipline issue arises before the~~
11 ~~effective date, discipline will be according to Article 17 in the FY 20/21 Collective~~
12 ~~Bargaining Agreement (CBA).~~

13
14 Reopener: There shall be a reopener for this article in FY 243/254.

15 There shall be a reopener for this article in FY 25/26

16
17 Tentative Agreement – Date

Formatted: Space After: 0 pt

18
19 East Fork Fire Protection District East Fork Battalion Chiefs

20
21
22 Date Date

Formatted: Space After: 0 pt

23
24
25

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 (284 <u>384</u> 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	88 <u>120</u> hours	34.39 <u>62</u> hours per PP
5 - 9 Completed years	136 <u>168</u> hours	5.24 <u>6.47</u> hours per PP
10 - 14 Completed years	160 <u>192</u> hours	6.16 <u>7.39</u> hours per PP
15 - 19 Completed years	176 <u>216</u> hours	6.77 <u>8.31</u> hours per PP
20 years or more	200 <u>240</u> hours	7.79 <u>9.24</u> 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 ~~240-360~~ hours (PERS employees) of annual leave may be credited to an employee.

Any unused hours over 504 or ~~240-360~~ 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 ~~240-360~~ 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.

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

Tentative Agreement – Date _____

East Fork Fire Protection District _____ East Fork Professional Battalion Chiefs

Date _____ Date _____

1 **ARTICLE 37 Sick Leave**

2 **A. Basis of Accrual**

3
4 All employees within the bargaining unit who are employed on a continuous full-time
5 basis will accrue sick leave at the rate:

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

8
9 **a.** Hours will be credited to the employee at the beginning of the pay period.

10
11 Employees who are hired during the middle of a pay period will have their
12 hours for that pay period prorated based on 14 days per pay period.

13
14 Ex: employee whose first day is on the 5th day of the pay period will be
15 calculated as follows:

- 16 • Fire PERS $7.39/14=0.5279$ hours per day.
- 17 $14-4=10 \times 0.5279=5.279$ hours of leave accrued that pay period.

18 **B. Maximum Accrual**

19
20 **Fire PERS Employees**

21
22 Any unused hours over 1,512 hours in an employee's bank at the end of the last
23 pay period of the year will be removed by the end of the first pay period of the
24 following year. The District will inform all employees what the date of the last pay
25 period of the year will be via email at least six (6) pay periods prior to that date.

26
27 **C. Authorization for Use of Sick Leave**

- 28
29
- 30 1. Employees are entitled to use sick leave only when he/she or a member of
31 the employee's immediate family is incapacitated due to a bona fide sickness
32 or injury ~~which qualifies for coverage under the Family and Medical Leave~~
33 ~~Act~~. Written medical verification for sick leave for more than two (2)
34 consecutive shifts for Fire PERS employees or 5 consecutive workdays for
35 PERS employees may be required and submitted to Human Resources. An
36 employee may be required to be examined by a physician selected by the
37 District for verification purposes and paid for by the District unless covered by
38 health insurance at no expense to the employee.
 - 39 2. Sick leave may be taken in 1-hour to 24-hour increments. Sick leave hours
40 will be considered hours worked for FLSA purposes.
 - 41 **3.** Sick leave may be granted by the District Chief in extraordinary
42 circumstances that he/she believes, in his or her sole discretion, will have a
43 beneficial effect on the employee's morale and welfare and is in the interest of
44 the District.

1 ~~3.~~
2 **D. Sick Leave Pay Out**
3

- 4 1. 56-hour employees may be compensated (at their base hourly rate based on
5 their permanent/regular assignment) for a maximum of ~~756-1120~~ unused sick
6 leave hours upon separation/retirement from the District based on the
7 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 %

8
9 **E. Sick Leave Pay Out at Separation and Retirement**
10

- 11 1. Sick leave payoff amounts shall be directed as follows:
12 a. Employees retiring on or before June 30, 2024: Payment shall be
13 made:
14 i. directly to the employee
15 ii. or at the employees' option into the employee's Deferred
16 Compensation Account.
17 b. Employee's retiring on or after July 1, 2024 payment shall be made
18 into the employees Retirement Health Reimbursement Arrangement
19 account
20

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

27 ~~Reopener: There shall be a Sick Leave reopener for FY 23/24.~~
28

Formatted: Indent: Left: 0.75", No bullets or numbering

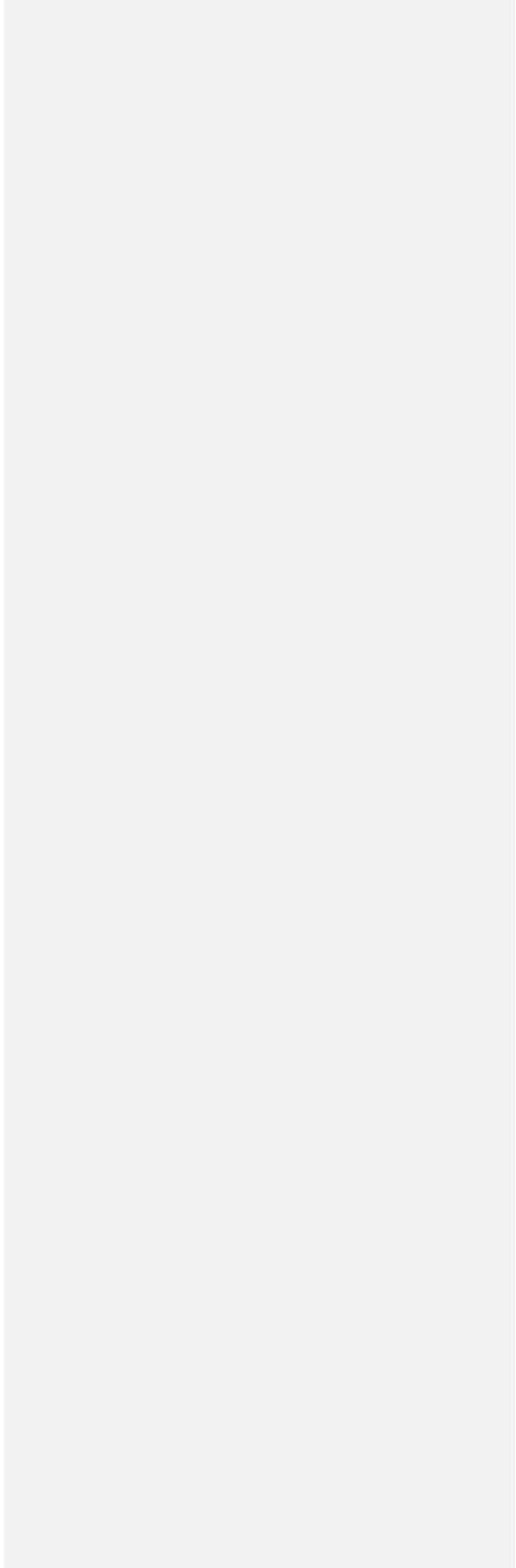
1 Tentative Agreement – Date

2

3 East Fork Fire Protection District East Fork Professional Battalion Chiefs

4 _____

5 Date _____ Date _____



1 **ARTICLE 49 Retiree Health Reimbursement Arrangement**

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

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

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

- 9 ~~• Employees with 0 to 12 months completed will receive an annual contribution~~
10 ~~totaling Five Hundred Dollars (\$500.00).~~
- 11 ~~• Employees with 13 to 60 months completed will receive an annual~~
12 ~~contribution totaling One Thousand Dollars (\$1,000).~~
- 13 • Employees with 61 to 120 months completed will receive an annual
14 contribution totaling ~~Fifteen Hundred~~Two Thousand Dollars (~~\$2,1,0500~~).
- 15 • Employees with 121 to 180 months completed will receive an annual
16 contribution totaling ~~Twenty Five Hundred~~Three Thousand Dollars
17 (~~\$32,002500~~).
- 18 ~~• Employees with 181 to 240 months~~to 240 or more months completed will
19 receive an annual contribution totaling ~~Thirty Five Hundred~~Four Thousand
20 Dollars (~~\$43,0500~~).
- 21 ~~• Employees with 241 to 300 months completed will receive an annual~~
22 ~~contribution totaling Five Thousand Dollars (\$5,000).~~
- 23 ~~• Employees with 301 or more months completed will receive an annual~~
24 ~~contribution totaling Six Thousand Dollars (\$6,000).~~
- 25 •
- 26 ~~• Employees with 241 months completed or more will receive an annual~~
27 ~~contribution totaling Forty Five Hundred Dollars (\$4,500).~~

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

- 31
- 32 • When an employee has completed 12 months as a Battalion Chief they shall
33 receive a one-time lump sum contribution of Twenty-Five Hundred Dollars
34 (\$2,500)
- 35 • When an employee has completed 24 months as a Battalion Chief they shall
36 receive an additional one-time lump sum contribution of Five Thousand
37 Dollars (\$5,000)
- 38 • When an employee has completed 36 months as a Battalion Chief they shall
39 receive an additional one-time lump sum contribution of Ten Thousand
40 Dollars (\$10,000)
- 41

Formatted

Formatted: Font: Arial

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

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

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

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

8

9

10 Tentative Agreement – Date

11

12 East Fork Fire Protection District East Fork Battalion Chiefs

13

14 Date Date

Supervisor (Battalion Chiefs) Agreement 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 shall form a Station Habitability Committee
3 composed of two association members and two management representatives,

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

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

11 **Reopener:** There shall be a reopener for this article in FY 23/2424/25.

12
13
14
15
16
17
18
19
20

Tentative Agreement – Date

East Fork Fire Protection District East Fork Battalion Chiefs

Date Date

Formatted: Space After: 0 pt

**LABOR AGREEMENT
BETWEEN
EAST FORK FIRE PROTECTION DISTRICT
AND
EAST FORK PROFESSIONAL
FIREFIGHTERS' ASSOCIATION
SUPERVISOR (BATTALION CHIEF)**



JULY 1, 2023-JUNE 30, 2026

Supervisor 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**

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

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

ARTICLE 23 OVERTIME PAY	34
ARTICLE 24 FLSA	35
ARTICLE 25 COMPENSATORY TIME	36
ARTICLE 26 CALL BACK/RETURN TO WORK	37
ARTICLE 27 ACTING PAY	39
ARTICLE 28 ADVANCED CERTIFICATION INCENTIVES	40
ARTICLE 29 THIS PAGE INTENTIONALLY LEFT BLANK	42
ARTICLE 30 SPECIAL ASSIGNMENT INCENTIVE	43
ARTICLE 31 THIS PAGE INTENTIONALLY LEFT BLANK	44
ARTICLE 32 HOLIDAY PAY	45
ARTICLE 33 UNIFORM ALLOWANCE	46
ARTICLE 34 TUITION REIMBURSEMENT	47
ARTICLE 35 EMPLOYER MEDICAL EVALUATION	48
ARTICLE 36 ANNUAL LEAVE	49
ARTICLE 37 SICK LEAVE	51
ARTICLE 38 MILITARY LEAVE	53
ARTICLE 39 ADMINISTRATIVE LEAVE	54
ARTICLE 40 COURT AND JURY LEAVE	55
ARTICLE 41 PROFESSIONAL DEVELOPMENT LEAVE	56
ARTICLE 42 BEREAVEMENT LEAVE	57
ARTICLE 43 EXTENDED LEAVE	58
ARTICLE 44 LEAVE DONATION	60
ARTICLE 45 LEAVE OF ABSENCE	61
ARTICLE 46 NON-OCCUPATIONAL INJURIES/ILLNESS	62
ARTICLE 47 OCCUPATIONAL INJURIES/ILLNESS	63

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

ARTICLE 48 EMPLOYEE LIFE AND HEALTH INSURANCE.....	65
ARTICLE 49 RETIREE HEALTH REIMBURSEMENT ARRANGEMENT	69
ARTICLE 50 EMPLOYEE ASSISTANCE PROGRAM	70
ARTICLE 51 ASSOCIATION BUSINESS.....	71
ARTICLE 52 STAFFING.....	72
ARTICLE 53 COMMUNICATIONS	73
ARTICLE 54 PREVAILING RIGHTS	75
ARTICLE 55 HOURS.....	76
ARTICLE 56 SAFETY.....	77
ARTICLE 57 SHIFT TRADES.....	79
ARTICLE 58 THIS PAGE INTENTIONALLY LEFT BLANK	81
ARTICLE 59 REDUCTION IN FORCE	82
ARTICLE 60 THIS PAGE INTENTIONALLY LEFT BLANK	84
ARTICLE 61 PROBATIONARY PERIOD	85
ARTICLE 62 THIS PAGE INTENTIONALLY LEFT BLANK	86
ARTICLE 63 THIS PAGE INTENTIONALLY LEFT BLANK	87
ARTICLE 64 SENIORITY	88
ARTICLE 65 EMPLOYEE RELATIONS LIAISON.....	90
ARTICLE 66 REPLACEMENT OF PERSONAL PROPERTY	91
ARTICLE 67 STATION HABITABILITY COMMITTEE.....	92
ARTICLE 68 THIS PAGE INTENTIONALLY LEFT BLANK	93
ARTICLE 69 THIS PAGE INTENTIONALLY LEFT BLANK	94
ARTICLE 70 THIS PAGE INTENTIONALLY LEFT BLANK	95
ARTICLE 71 THIS PAGE INTENTIONALLY LEFT BLANK	96
ARTICLE 72 CELL PHONE ALLOWANCE	97

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

APPENDIX A	CLASSIFICATIONS.....	98
APPENDIX B	EMPLOYEE DEVELOPMENT/PERFORMANCE PROGRAM	99
APPENDIX C	PAY PLAN.....	123
APPENDIX D	REOPENERS.....	124

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

1 **ARTICLE 1 Parties**

2 This labor agreement (“Agreement”) is entered into this June 21, 2022, by and
3 between the East Fork Fire Protection District (“District”) and the East Fork
4 Professional Fire Fighters Association – Battalion Chiefs, International
5 Association of Fire Fighters, Local 3726 (“Association”).
6
7

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

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

1 **ARTICLE 2 Term of Agreement**

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

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

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

12
13 The Association will provide notice of its intent to open negotiations with the
14 District no later than February 1, 2026, as required in NRS 288.180.

15

16

17 **FOR THE DISTRICT:**

17 **FOR THE ASSOCIATION:**

18

19

20

21

22 _____
23 Tod Carlini
24 District Fire Chief

22 _____
23 Sky Dwinell,
24 Chief Negotiator Supervisor
25 Bargaining Unit Representative
26 East Fork Professional Firefighters

26

27

28

29

30 _____
31 Jacques Etchegoyhen
32 President, Board of Directors
33 East Fork Fire Protection District

30 _____
31 Kevin May
32 President
33 East Fork Professional Firefighters

33

34

35

36

37 _____
38 Date

37 _____
38 Date

38

39

40

41

42

43

44

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

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

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

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

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

16
17
18

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

1 **ARTICLE 4** **Recognition**

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

7 **Classifications:**

8
9 **A.** The District Fire Chief, Association President, and the Director of
10 Administrative Services shall establish minimum job qualifications for existing
11 and any new classifications within the bargaining unit.
12

13 **B.** The District Fire Chief, Association President, and the Director of
14 Administrative Services shall agree upon any content changes to existing
15 classifications.
16

17 **C.** The District and the Association agree that employees within the
18 classifications in Appendix A are represented by the Association and shall
19 comprise the bargaining unit.
20
21
22
23

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

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

1 **ARTICLE 5** **Definitions**

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

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

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.

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

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

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

1 **ARTICLE 7 Management Rights**

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

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

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

27

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

32

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

39

40

41

42

43

44

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

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

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

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

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

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

2 **Purpose**

3
4 The purpose of this article is to provide clear written policies on the
5 administration of the disciplinary process to ensure consistency and to
6 protect the rights of both the employer and the employee. This article
7 will be utilized as a guideline to identify the issue and course of action to
8 be taken to correct the issue, enhance job performance through
9 problem resolution as outlined, or through the formal disciplinary
10 process.

11
12 The District and the Association have a right to
13 discipline in accordance with the Employee Development and
14 Performance Program (EDPP) contained in Appendix B. Discipline
15 matters as outlined in the EDPP, and discharge are subject to the
16 grievance procedures.

17
18 No discipline shall be imposed for the exercise of freedom of speech in
19 Association affairs upon a member of the Association.

20
21 A copy of any written complaint, reprimand deficiency report or similar
22 document, shall be furnished to the Association per the process outlined in
23 Article 3. Subject to scheduling an appointment, an employee may
24 review his/her personnel file during the normal business hours of the
25 District.

26
27 No member shall be compelled to submit to a polygraph examination
28 against their will. No disciplinary action or other discrimination
29 shall be taken against a member for refusing to submit to a polygraph
30 examination.

31
32 **Discipline for Cause**

33
34 Once probation is successfully completed, an employee may only be
35 disciplined for just cause. Probationary employees are considered at-will
36 and may be non-confirmed for any reason. Probationary employees are
37 not entitled to disciplinary procedures provided for in this agreement.
38 Probationary employees are not entitled to grieve their non-confirmation.

39
40 **Resignation**

41
42 Any employee who resigns in concert with disciplinary action shall submit
43 his/her resignation in writing. Applicable wages shall cease effective:
44 56-hour employee end of shift of the resignation date
45 40-hour employee end of shift of the resignation date

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

1 Appendix B changes:
2 Any changes to appendix B shall be mutually agreed upon by the District and the
3 Association
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

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

2 **A. Definitions**

3
4 **1. Grievance**

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

9
10 **2. Grievant**

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

20
21 **3. Day**

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

24
25 **B. Process**

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

30
31 **Step 1: Grievance Determination**

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

37
38 **Step 2**

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

44

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

1 An executive staff member shall, within ten (10) days after receipt of the 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.
- 32
33
34
35
36
37
38
39
40
41
42
43
44

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

1 **ARTICLE 11 Fact Finding and Arbitration**

2 If the parties are unable to reach an agreement regarding the terms of a
3 successor labor agreement, the parties agree to comply with the provisions of
4 NRS Chapter 288 related to the resolution of such disagreements. For the first
5 matter the Association shall strike the first name. From that point forward the
6 parties shall alternate striking first.
7

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

1 **ARTICLE 12 Arbitrator**

2 **A. Designation**

3
4 The Arbitrator will be designated by the parties, in accordance with Fact Finding
5 and Arbitration Article 11 of this agreement.
6

7 **B. Costs**

8
9 The fees and expenses of the Arbitrator and of a court reporter, if used, will be
10 shared equally by the Association and the District. Each party, however, will
11 bear the cost of its own presentation including preparation and post hearing
12 briefs, if any.
13

14 **C. Effect of Decision**

15
16 Decisions of an Arbitrator on matters concerning employee discipline and matters
17 concerning interpretation of this agreement shall be final and binding to both
18 Parties. Either type of decision is subject to judicial review.
19

20 **D. Authority of Arbitrator**

21
22 No Arbitrator will entertain, hear, decide, or make recommendations on any
23 dispute unless such dispute involves an eligible employee in the Association and
24 unless such dispute falls within the definition of a grievance as set forth in the
25 Grievance Procedure's article and has been processed in accordance with all
26 provisions thereof and herein.
27

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

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

36
37 Proposals to create, add to, or change this written agreement or addenda
38 supplementary hereto will not be grieved nor submitted to an Arbitrator and no
39 proposal to modify, amend, or terminate a negotiated agreement, nor any matter
40 or subject arising out of or in connection with such proposal, may be referred to
41 this process.
42
43
44
45

F. Rules of Evidence

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

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

1 **ARTICLE 13 Savings Provision**

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

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

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

15
16
17
18
19
20
21
22
23
24

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

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

1 **ARTICLE 14 Non-Discrimination**

2 Federal and state discrimination claims are not subject to the grievance or
3 arbitration procedures of this agreement.
4

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

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

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.
7
8
9

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

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

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

2 A Memorandum of Understanding (MOU) shall be recognized as an amendment
3 to a current labor agreement and shall automatically expire at the
4 commencement of the next labor agreement.
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

1 **ARTICLE 17 Drug and Alcohol**

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

4
5 **A. Drug and Alcohol Regulations**

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

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

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

38
39 **B. Definitions (For purposes of this article)**

- 40
41 **1.** "Reportable accident" means an occurrence involving a motor vehicle
42 which results in a fatality, bodily injury to a person who, as a result of the
43 injury, immediately receives medical treatment away from the scene of the
44 accident; or one or more motor vehicles incurring damage considered to

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

- 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.

34
35 **C. Confidentiality**

- 36
- 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

1 to assure correct medical treatment, a safe working environment, or
2 proper implementation of this article, will be informed of such matters.
3 Records related to such matters will be kept in a separate locked medical
4 records file by the Director of Administrative Services, with access to the
5 file limited to the aforementioned "need to know" persons.
6

7 **D. Drug-Free Awareness Program for Employees**
8

- 9 1. The Director of Administrative Services will maintain information on
10 community resources and employee benefits available to employees
11 and/or dependents for assistance in problems related to substance abuse.
12 The Employee Assistance Program (EAP) is also available for such
13 resource/information referral.
14 2. Informational programs addressing the physical, mental and emotional
15 dangers of alcohol and other substance abuse, as well as the
16 rehabilitation options available to affected individuals, will be available to
17 employees at least once a year.
18 3. Supervisory training will be provided on a periodic basis including such
19 topics as: a review of the Drug and Alcohol-Free Workplace, detailed
20 explanation of the Employee Assistance Program, drug awareness and
21 symptoms of substance abuse; methods for dealing with substance
22 abusers; supervisory responsibilities in implementing this article; and
23 confrontational/referral techniques for supervisors. Training topics will
24 comply with federal regulations.
25

26 **E. Drug and Alcohol Testing**
27

28 **1. Random Testing**

29 A percentage equal to 30% of employees covered by this agreement will
30 be tested annually for drug and alcohol use. The random testing will be
31 spread throughout the year and employees will have no advance
32 notification of random tests. Each employee will be in a pool from which a
33 random selection is made. Each will have an equal chance of selection
34 and will remain in the pool, even after the employee has been tested.
35 Employees are required to immediately report to the designated medical
36 facility upon being notified of their selection, but no longer than one hour
37 of being notified, or if the employee's immediate duties preclude reporting
38 upon being notified as soon as possible thereafter. Documentation for the
39 reasons for the delay must be provided by the employee's supervisor. If
40 the employee is not on duty, Human Resources will notify the employee
41 upon the employee's return to duty.
42

43 **2. Post-Accident Testing**

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

1 All employees involved in, or contributing to an accident on duty, shall be
2 tested at the discretion of a Chief Officer as soon as possible.
3

4 **3. Reasonable Suspicion**

5 An employee will be required to undergo immediate drug and/or alcohol
6 testing in accordance with this article if there is reasonable suspicion that
7 the employee is under the influence of a drug and/or alcohol. Reasonable
8 suspicion that an employee is under the influence of a drug and/or alcohol
9 will be based on specific facts, and/or reasonable inferences derived from
10 those facts. The observations shall be promptly documented, and the
11 supervisor will use the chain of command to contact the Duty Chief.
12

13 **4. Return to Work**

- 14
- 15 a. All tests for all substances will immediately indicate positive or
16 negative prior to the employee being released from the collection
17 facility.
 - 18 b. All employees who are tested for drug and/or alcohol use shall only
19 return to duty if the test result is negative.
 - 20 c. If an employee tests positive, they will not be allowed to return to
21 work and will be placed on Administrative Leave until it has been
22 determined by the MRO to be a false positive.
 - 23 d. If the test results are positive, refer to discipline in Article 17 H.
 - 24 e. An employee must submit to a return-to-duty drug or alcohol test
25 before resuming the performance of safety sensitive functions
26 following disciplinary action and treatment.
27

28 **F. Alcohol testing**

- 29
- 30 1. A test result of .00 - .02 will be considered a negative result.
 - 31 2. A test result of greater than .02 will be considered a positive result.
 - 32 3. Any test results greater than 50% of those levels specified in NRS 484 C. 110
33 (3), will be considered a positive test.
 - 34 4. The MRO will review the findings of a drug test with the employee before a
35 final determination is made that the employee did not pass the drug test. The
36 purpose of this review is to ensure that the findings of a "positive" test are not
37 the result of the employee taking prescription medication in the amount
38 prescribed.
39

40 **G. Follow-up**

- 41
- 42 1. Employees who are returned to duty after completion of a substance abuse
43 rehabilitation program are subject to follow-up testing for at least one year
44 and up to five years. The MRO shall recommend to the District the duration
45 and when follow-up tests should occur.

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

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

12
13 **H. Discipline for Violations**

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

40

41

42

43

Supervisor 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

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

Supervisor 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.

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

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

1 **ARTICLE 20 Wages**

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

4
5 **A.** Wage Range will be adjusted over FY 23/24 through FY 24/25 as follows, and
6 applied as outlined in Section B.

7
8 **B.** The Wage Range adjustments will be applied as follows:
9 1. Fire PERS employees shall receive a 3.0% reduction July 22, 2023.

10
11 **C.** Cost of Living Adjustment (COLA) will be paid as follows:
12 1. There shall be a 1.5% Cost of Living Adjustment (COLA) paid with the first
13 pay date in October 2023.
14 2. There shall be a 3.0% Cost of Living Adjustment (COLA) paid with the first
15 pay date in January 2024.
16 3. There shall be a 1.5% Cost of Living Adjustment (COLA) paid with the first
17 pay date in June 2024.
18 4. There shall be a 1.75% Cost of Living Adjustment (COLA) paid with the
19 first pay date in July 2024.
20 5. There shall be a 1.75% Cost of Living Adjustment (COLA) paid with the
21 first pay date in January 2025.

22
23
24 There shall be a wage reopener for FY 25/26.
25

26
27
28
29
30
31
32
33
34

1 **ARTICLE 21 Payroll Deductions**

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

4
5 **Authorization**

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

18
19 **Amount of Dues**

20
21 The Association will certify to the District in writing the current rate of
22 membership dues. The Association will notify the District of any change in the
23 membership dues at least thirty (30) days prior to the effective date of such
24 change.

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

1 **ARTICLE 22 Demotion**

2 **Voluntary Demotion**

3
4 Employees wishing to transfer back to their respective position will apply in
5 writing to the Deputy Chief of Operations. Requests in writing for transfer back to
6 their former position will be honored without prejudice as vacancies permit.

7
8 Employees who are demoted voluntarily to the position of Captain will go back to
9 a top step Captain.

10
11 **Involuntary Demotion**

12
13 Employees who are demoted involuntarily to the position of Captain will go back
14 to a top step Captain.

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

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

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

1 **ARTICLE 23 Overtime Pay**

2 **Overtime Defined:**

3

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

7

8 Overtime shall be earned in increments of 30 minutes.

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

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

1 **ARTICLE 24 FLSA**

2 **Compliance with FLSA**

3
4 The District will make such changes in this article and any others, as well as in
5 practice, in order to fully comply with the Fair Labor Standards Act (FLSA) and
6 any implementing regulations thereto. The District will notify the Association of
7 proposed changes prior to implementation. Upon request by the Association, the
8 District will meet with Association representatives to discuss the proposed
9 changes. Any changes that may negatively impact the employee's work hours,
10 overtime, or overtime pay will be negotiated. This agreement will not be
11 construed to provide any benefit beyond what is required by the FLSA.

12
13 **FLSA Hours**

14
15 Each employee scheduled to work 56-hour shifts will be compensated three (3)
16 hours per pay period at straight time, regardless of the actual number of hours
17 worked.

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

1 **ARTICLE 25 Compensatory Time**

2 **40-Hour Employees (Fire and Regular PERS)**

3 Full-time, 40-hour Fire and Regular PERS employees, working more than
4 normally scheduled hours may elect to receive compensatory time off in lieu of
5 receiving overtime pay. Compensatory time may be accrued to a maximum of
6 one hundred and eighty-four (184) hours and may be banked for up to twenty-
7 four (24) months. When an employee is paid out banked hours the hours will be
8 paid at the employee's current pay rate as of that pay period.
9

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

14 **56-Hour Employees (Fire and Regular PERS)**

15 Full-time, 56-hour Fire PERS employees may elect to receive compensatory time
16 off in lieu of receiving overtime pay. Compensatory time may be accrued to a
17 maximum of 96 hours and may be banked for up to twelve (12) months. When
18 an employee is paid out banked hours the hours will be paid at the employee's
19 current pay rate as of that pay period.
20
21

22
23 **Intent:** Comp time can only be accrued for regular overtime excluding reimbursable
24 overtime. Compensatory leave use will follow the rules for annual leave or sick leave
25 use.
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

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

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

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

27

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

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

39

40 **C. Return to Work Pay**

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

- 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.

Supervisor 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

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

1 **ARTICLE 28 Advanced Certification Incentives**

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

3
4 Employees certified to the levels of Hazardous Materials Technician and
5 assigned by the District Fire Chief to the Quad County Hazardous Materials
6 Team shall receive a Hazardous Materials Incentive payment provided that the
7 required certification is maintained and all team requirements, as established by
8 the Quad County Hazardous Materials Team Administrative Committee, are met
9 by the employee.

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

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

18
19 **B. Paramedic Certification Incentive**

20
21 Battalion Chiefs' certified by the State of Nevada as an Emergency Medical
22 Technician-Paramedic (EMT-P) and is able to function as a Paramedic within the
23 District will receive incentive pay equal to three percent (3.0%) of the qualifying
24 employee's Base Hourly Wage.

25
26 **C. Higher Education Incentive**

27
28 Battalion Chiefs' will be eligible to receive an educational incentive as follows:

- 29
30 1. Associate Degree: two percent (2.0%) of the Battalion Chief's base wage; or
31 2. Bachelor Degree: three percent (3.0%) of the Battalion Chief's base wage,
32 whichever is higher.

33
34 **D. Wildland Fire Credential Incentive**

35
36 Any Battalion Chief who holds a red card qualification as a Type 3 or above in
37 the following categories shall receive an additional two percent (2.0%) of base
38 hourly wage:

- 39
40 1. Incident Commander
41 2. Logistics Section Chief
42 3. Finance Section Chief
43 4. Operations Section Chief
44 5. Planning Section Chief

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

- 1 **6.** Public Information Officer
- 2 **7.** Safety Officer
- 3 **8.** Division Supervisor
- 4

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

7
8 **Intent:** Incentives are calculated on the employee's base hourly wage.

9
10 **Reopener:** There shall be a reopener for Higher Education and Wildland Incentive of
11 this article in FY 24/25.

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

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

1 **ARTICLE 29** This Page Intentionally Left Blank

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

This Page Intentionally Left Blank

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

1 **ARTICLE 30 Special Assignment Incentive**

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

8 The following Special Assignments will be given 2.5%:

- 9 • Telestaff Manager

10
11 In addition to the listed Special Assignments, the Administration and Association
12 can meet and confer for additional temporary Special Assignments and level of
13 incentive for short term Special Assignments at either two and one-half percent
14 (2.5%) or five percent (5.0%) but in no case to exceed five percent (5.0%).

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

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

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

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

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

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

1 **ARTICLE 31** **This Page Intentionally Left Blank**

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

This Page Intentionally Left Blank

1 **ARTICLE 32 Holiday Pay**

2 **56-Hour Shift Employees**

3
4 56-hour employees on a twenty-four-hour (24) schedule will receive two (2) lump
5 sum allowances of seventy-two (72) hours of straight time wages on the first pay
6 dates in December and June in lieu of holiday pay. Each payment will be
7 considered compensation for the holidays during the previous six-month period.
8 New employees will be compensated for a pro-rated share of hours based on
9 their hire date (e.g. an employee who is hired on March 15th with 108 days left in
10 the semi-annual period will have his/her holiday pay calculated as follows: 108
11 days x 100% divided by 182.5 days = 59.18%; 59.18% of 72 hours = 42.61
12 hours). Should additional holidays be declared by the President of the United
13 States, Governor of Nevada, or the District Board, the disbursement will be
14 increased by twelve hours for each additional holiday declared.

15
16 Employees who leave the District's employment prior to the December or June
17 distribution dates under this provision will receive a pro-rated holiday pay
18 distribution based on the time they served during the previous relevant six-month
19 period.

20
21 Example: an employee who retires on March 15th with 105 days of employment
22 in the semi-annual period preceding the June Holiday-pay payment issuance
23 date will have his/her holiday pay calculated as follows: 105 days divided by
24 182.5 days = 57.54%; 57.54% of 72 hours = 41.43 hours).

25
26 The six-month periods shall be considered December through May and June
27 through November.

28
29 **40-Hour Employees**

30
31 Employees working 40-hour work weeks will receive one and one-half (1.5) times
32 their Base Hourly Wage or compensatory time at one and one-half (1.5) times
33 their Base Hourly Wage if scheduled or required to work a holiday designated by
34 the United States, the State of Nevada or the District.

35
36
37
38
39
40
41
42
43

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

1 **ARTICLE 33 Uniform Allowance**

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

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

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

11 **Class A Uniform Allowance**

12
13 Current employees shall receive a one-time eight hundred and fifty dollars (\$850)
14 uniform allocation for the expressed purpose of purchasing a Class A uniform as
15 specified by the District. Distribution will occur on the first full pay period
16 following full contract ratification and proof of purchase shall be presented to the
17 District within sixty (60) days of distribution.

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

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

1 **ARTICLE 34 Tuition Reimbursement**

2 The District will reimburse full-time employees for their educational costs for
3 coursework or specialized training that the District believes is beneficial.
4

5 Both credit-yielding courses from accredited academic institutions of higher
6 learning and non-credit yielding technical training courses are eligible for
7 consideration for tuition reimbursement. Tuition or class fees will be reimbursed
8 for non-credit yielding courses if the subject matter directly relates to an
9 employee's job description and/or future jobs within the District.
10

11 Tuition reimbursement will occur under the policies stated in the East Fork Fire
12 Protection District Procedures Manual Tuition Reimbursement.
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

1 **ARTICLE 35 Employer Medical Evaluation**

2 If an employee is off work for more than one (1) month due to a mental or
3 physical injury or illness, the District may require the employee to undergo a
4 medical examination to determine fitness for duty. The cost of the medical
5 examination shall be at the District's expense. The physical shall be a fit for duty
6 physical evaluation related to the injury or illness. The employee may appeal the
7 decision by providing a written second opinion to the District by a doctor of the
8 employee's choice at the employee's expense.
9
10

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

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

1 **ARTICLE 36 Annual Leave**

2 **A. Basis of Accrual**

3 1. All employees who are regularly employed in 56- hour Fire PERS position on
4 a continuous full-time basis will accrue annual leave on the basis of the
5 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

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

9 2. All employees in Fire PERS or PERS who are regularly employed in a 40-
10 hour position on a continuous full-time basis will accrue annual leave on the
11 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

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

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

17 **B. Payment on Death**

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

22

1 **C. Carry-over of Annual Leave to Following Year**

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

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

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

16 Employees with any unused hours over 504 or 360 hours (depending on whether
17 the employee is a Fire PERS or PERS employee) who wish to be paid out up to
18 72 hours (56-hour employees) or 40 hours (40-hour employees) must submit the
19 required form no later than December 1st to Human Resources with pay out the
20 first pay date in February.

21 **D. Payment of unused accrued Annual Leave upon Retirement**

- 22 1. Payout shall be made
23 a. directly to the employee
24 b. or at the employee's option, into the employee's Deferred
25 Compensation Account.
26

27 **E. Approval for Use of Annual Leave**

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

29 The first person in the Battalion Chief rank that request annual leave 30 or more
30 days prior to the date requested are guaranteed the day off.
31

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

34 Fire PERS employees on a 40-hour work week due to light duty, are guaranteed
35 annual leave once approved by their immediate supervisor.
36

1 **ARTICLE 37 Sick Leave**

2 **A. Basis of Accrual**

3
4 All employees within the bargaining unit who are employed on a continuous full-time
5 basis will accrue sick leave at the rate:

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

8
9 a. Hours will be credited to the employee at the beginning of the pay period.

10
11 Employees who are hired during the middle of a pay period will have their
12 hours for that pay period prorated based on 14 days per pay period.

13
14 Ex: employee whose first day is on the 5th day of the pay period will be
15 calculated as follows:

- 16 • Fire PERS $7.39/14=0.5279$ hours per day.
17 $14-4=10 \times 0.5279=5.279$ hours of leave accrued that pay period.

18 **B. Maximum Accrual**

19
20 **Fire PERS Employees**

21
22 Any unused hours over 1,512 hours in an employee's bank at the end of the last
23 pay period of the year will be removed by the end of the first pay period of the
24 following year. The District will inform all employees what the date of the last pay
25 period of the year will be via email at least six (6) pay periods prior to that date.

26
27 **C. Authorization for Use of Sick Leave**

- 28
29 **1.** Employees are entitled to use sick leave only when he/she or a member of
30 the employee's immediate family is incapacitated due to a bona fide sickness
31 or injury. Written medical verification for sick leave for more than two (2)
32 consecutive shifts for Fire PERS employees or 5 consecutive workdays for
33 PERS employees may be required and submitted to Human Resources. An
34 employee may be required to be examined by a physician selected by the
35 District for verification purposes and paid for by the District unless covered by
36 health insurance at no expense to the employee.
- 37 **2.** Sick leave may be taken in 1-hour to 24-hour increments. Sick leave hours
38 will be considered hours worked for FLSA purposes.
- 39 **3.** Sick leave may be granted by the District Chief in extraordinary
40 circumstances that he/she believes, in his or her sole discretion, will have a
41 beneficial effect on the employee's morale and welfare and is in the interest of
42 the District.

43

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

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.

1 **ARTICLE 38 Military Leave**

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

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

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

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

1 **ARTICLE 39 Administrative Leave**

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

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

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

1 **ARTICLE 40 Court and Jury Leave**

2 **Jury Duty**

3
4 Court appearances are considered to be prescheduled duty and not subject to call
5 back provisions of this agreement.

- 6
7 **A.** If an employee is summoned for jury duty on his/her regular workday,
8 he/she will receive full pay but will refund any compensation received for
9 jury duty to the District for any workdays that were missed.
10 **B.** An employee summoned for jury duty on his/her regular workday will be
11 excused for his/her entire shift. However, if the employee is excused from
12 jury duty before 5:00 p.m. and is not required to appear for jury duty the
13 next day, the employee will return to the workplace to complete his/her
14 regular assigned shift. This can be waived by the District's administration
15 on a case-by-case basis.

16
17 **Court Time**

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

39
40
41
42

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

1 **ARTICLE 41 Professional Development Leave**

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

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

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

23
24

1 **ARTICLE 42 Bereavement Leave**

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

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

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

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

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

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

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

29
30
31
32
33
34
35
36
37
38
39
40

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

1 **ARTICLE 43 Extended Leave**

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

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

14 **Criteria/Limitations**

15
16 Eligibility is limited to full time equivalent employees (FTE) who have been
17 employed for a minimum of one year and have completed their initial
18 probationary period.

19
20 Employees utilizing EL must have a qualifying event that follows the same criteria
21 identified under FMLA.

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

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

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

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

34 **Additional Extended Leave (AEL)**

35
36 An additional twelve (12) week period of Additional Extended Leave (AEL) may
37 be requested by employees who have exhausted their job-protected leave under
38 the Extended Leave (EL) option and need additional time.

39
40 The requirements to utilize AEL shall follow the same requirements identified
41 under the EL option.

Supervisor 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.

21
22
23
24
25
26
27
28
29
30
31

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

1 **ARTICLE 44 Leave Donation**

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

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

1 **ARTICLE 45 Leave of Absence**

2 **A. Eligibility**

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

6
7 **B. Short Term LWOP**

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

10
11 **C. Long Term LWOP**

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

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

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

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

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

6
7 Light duty assignments greater than ninety (90) days shall be approved by the
8 District Fire Chief or designee. The employee shall be paid at their current wage
9 for hours worked in a forty-hour workweek.

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

1 **ARTICLE 47 Occupational Injuries/Illness**

2 **Injury/Illness Workers Compensation**

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

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

1 **Total Compensation**

2
3 When an employee is eligible for benefits under Chapter 616C or 617 of the
4 Nevada Revised Statutes, the payments provided to an employee under those
5 chapters of the Nevada Revised Statutes, exclusive of payment of medical or
6 hospital expenses, will be the total compensation received by the employee.
7

8 **FMLA While on Workers Compensation Leave**

9
10 An employee's workers compensation leave shall not be deducted from the
11 employee's FMLA leave subject to any limitations imposed by this article or state
12 law or District's workers compensation provider.
13

14 **Disability Retirement**

15
16 Once the District has received notice from the District's workers compensation
17 provider of the employee's permanent disability, the District shall notify the
18 employee to discuss disability retirement with Nevada PERS. If the employee
19 applies for PERS disability retirement, the District shall keep the employee on the
20 payroll for 90 days or until Nevada PERS has ruled on the Disability.
21

22 **Modified Duty Assignments**

- 23
24 **A.** For any employee covered by this agreement whose physical condition
25 prevents him/her from performing his/her normal work duties as assigned, at
26 the convenience of the District, the District may place him/her in an
27 assignment in which the employee can perform work consistent with his/her
28 condition. The District agrees to place employees into light duty assignments
29 within the District's areas of responsibility.
30 **B.** Employees who have been on authorized injury/illness leave due to work-
31 related injury/illness under applicable workers' compensation law will, upon
32 release from his/her doctor and upon presentation of said release, return to
33 work in a light duty assignment if one is available. Any assignments to light
34 duty will be in conformance with limitations imposed by the employees
35 treating physician, and no employee will be assigned light duty tasks that
36 would predictably prolong the rehabilitative process or otherwise increase the
37 risk of further injury/illness.
38 **C.** The intent of this provision is to permit employees to return to work as soon
39 as is medically possible within the requirements of applicable workers'
40 compensation laws. Further, the parties understand that light duty refers to
41 tasks other than the full range of the employees' regular assigned duties.
42 **D.** Nothing in this section will require the District to create a light duty
43 assignment.
44 **E.** The assignment to a light duty assignment under this section will not be
45 optional for the employee. If an employee turns down the assignment, no
46 regular compensation will be provided. Any accrued leave, Trades, or Leave
47 Without Pay use is permitted.

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

2 **A. Cafeteria Plan**

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

28

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

- 30
- 31 1. If a health benefit plan is waived pursuant to Section A (4) above,
32 employee shall receive a \$450 monthly contribution.
- 33 2. The District will provide employees with employee-only coverage at the
34 actual employee-only cost for the PPO or HSA health plan selected by the
35 employee subject to Article 48 E.
- 36 3. The District will provide employees with employee plus dependent
37 coverage at the actual employee/dependent premium cost for the PPO or
38 HSA health plan selected by the employee subject to Article 48 E.

39

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

- 41
- 42 1. Dental, vision, and life insurance may be purchased by the employee with
43 the monthly contribution of \$450.
- 44
- 45

1 **D. High Deductible Medical Plan with Health Savings Account**
2

3 The District will provide eligible employees with medical, dental, vision and life
4 insurance coverage at the current premium cost, which will vary depending upon
5 whether the employee has individual coverage or family coverage.
6

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

8 Under the High Deductible Medical Plan with Health Savings Account,
9 employee medical premium costs and individual plan savings accounts will be
10 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

11
12 **2. Annual Account Contribution Distribution**
13

14 Fifty percent (50%) of the annual account contribution will be deposited in
15 individual accounts two times each calendar year (the first Pay Dates in
16 January and July). If a plan participant experiences a qualifying event which
17 results in a status change during the year, the premium and account
18 contribution will change at that time. Account contributions will be
19 recalculated and reflect the new account contribution rate. If a plan
20 participant experiences a qualifying event which results in a status change
21 between January and July, the account contribution for July will be prorated
22 based on the participant's status when they had a qualifying event. The
23 employee will receive the next scheduled account contribution payment
24 based on the new status.
25

26 **3. Probationary Employees**
27

28 During the first year of employment, new employees will have the option of
29 participating in the High Deductible Medical Plan with Health Savings Account
30 or PPO medical plan.
31

32 First year employees will be eligible for Health benefits on the first day of the
33 month after their first thirty (30) days of employment.
34

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

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

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

4
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
7 Section D (1) regardless of premium increases, not to exceed the Annual
8 Account Contribution per year.

9
10 **E. Premium Increases/Decreases**

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

36
37 **F. Benefits Committee**

- 38
39 • Refer to Non-Supervisor contract.

40
41 **G. Reopener**

42
43 If during the term of this agreement, health insurance premiums increase more
44 than twenty percent (20.0%) or if the District, of its own volition, changes the
45 health insurance plans in a manner which results in a decrease of benefits,
46 including an increase in deductible amounts, either party may reopen this article

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

1 for negotiations. Such negotiations shall begin no later than twenty-one (21)
2 days after the notice is given that the conditions justifying such a request exist.

3
4 **H. Ambulance Plan**

5
6 The District will provide each employee covered under this contract with
7 subscription to the EFFPD Sierra Saver Ambulance Subscription Program in the
8 manner defined for the general public participation. The benefit cost will be
9 considered as a taxable benefit to the employee and recorded as such with the
10 filing of employee federal income tax reporting. Employees covered under this
11 contract may elect not to participate, however no compensation will be provided
12 in lieu of participation.

13
14 **Reopener:** This article will reopen in FY 24/25.

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

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

1 **ARTICLE 49 Retiree Health Reimbursement Arrangement**

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

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

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

- 9 • Employees with 61 to 120 months completed will receive an annual
10 contribution totaling Two Thousand Dollars (\$2,000).
- 11 • Employees with 121 to 180 months completed will receive an annual
12 contribution totaling Three Thousand Dollars (\$3,000).
- 13 • Employees with 181 to 240 months completed will receive an annual
14 contribution totaling Four Thousand Dollars (\$4,000).
- 15 • Employees with 241 to 300 months completed will receive an annual
16 contribution totaling Five Thousand Dollars (\$5,000).
- 17 • Employees with 301 or more months completed will receive an annual
18 contribution totaling Six Thousand Dollars (\$6,000).

19
20 As an incentive to encourage internal promotion to the position of Battalion Chief
21 and to encourage retention in the position, one-time lump sum payments based
22 on months as a Battalion Chief will be provided as follows:

- 23
24 • When an employee has completed 12 months as a Battalion Chief they shall
25 receive a one-time lump sum contribution of Twenty-Five Hundred Dollars
26 (\$2,500)
- 27 • When an employee has completed 24 months as a Battalion Chief they shall
28 receive an additional one-time lump sum contribution of Five Thousand
29 Dollars (\$5,000)
- 30 • When an employee has completed 36 months as a Battalion Chief they shall
31 receive an additional one-time lump sum contribution of Ten Thousand
32 Dollars (\$10,000)

33
34 Employees with 25 fully completed years of cumulative service with the District
35 and 60 months completed as a Battalion Chief shall receive a one-time lump sum
36 contribution of Twenty-Five Thousand Dollars (\$25,000) upon retirement.
37

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

1 **ARTICLE 50 Employee Assistance Program**

2 The District's Employee Assistance Program (EAP) is available as a counseling
3 and referral resource for employees and their families. Employees with drug or
4 alcohol dependency problems are urged to voluntarily seek confidential help
5 through the EAP.
6

7 Employees, who voluntarily seek assistance with a substance abuse problem
8 (prior to a request to be tested) and successfully complete a rehabilitation program,
9 will not be disciplined for such voluntary admission.
10

11 In order for an employee's request for assistance with a substance abuse problem
12 to be considered voluntary, the employee must make the request prior to being
13 requested to submit to a substance abuse test, which subsequently results in a
14 confirmed positive test result, and prior to a refusal to be tested.
15

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

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

1 **ARTICLE 51 Association Business**

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

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

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

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

34
35 **C.** Association Representatives have access to Association Time to conduct
36 Association business without loss of pay or benefits provided, however, that
37 Association Representatives comply with all Telestaff policies. Association
38 Representatives may draw upon this pool of Association Time, as may be
39 required, until all Association Time is used.
40

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

42

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

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.

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

1 **ARTICLE 53 Communications**

2 **A. Bulletin Boards**

3
4 The District will furnish bulletin board space for the use of the Association where
5 currently available. Only areas designated by the District for Association use may
6 be used for posting notices. Bulletin boards will only be used for the following
7 notices:

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

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

25
26 **B. Interdepartmental / Electronic Mail System**

27
28 The District will allow limited use of the District's interdepartmental mail system
29 and the District's e-mail system. Such use will not include mass mailings of
30 materials not suitable for posting under Section A of this article. All use of the
31 District's e-mail system is subject to the District's internet and e-mail policies,
32 including the provision that no reasonable expectation of privacy exists for
33 messages placed on the system, and that all messages are subject to the
34 Nevada Public Records Law and other applicable laws. The Association will use
35 interdepartmental mail and email systems at its own risk.

36
37 Website linkages may be allowed per the District's policy.

38
39 **C. Use of the District's Copiers and Computers**

40
41 The District will allow the Association to use the District's copiers and computers
42 for Association business only under the following conditions:

43

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

- 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.

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

1 **ARTICLE 54 Prevailing Rights**

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

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

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

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

22
23 **Meals**

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

29
30
31
32
33
34
35

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

1 **ARTICLE 55 Hours**

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

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

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

13
14 **B. Shift Reassignment**

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

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

1 **ARTICLE 56 Safety**

2 **A. Safety Committee**

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

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.

32 **B. Meetings**

33
34
35
36
37
38
39
40
41
42

- 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.

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

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 contact 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.

21
22
23
24

25

26

27

28

29

30

31

32

33

34

1 **ARTICLE 57 Shift Trades**

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

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

10
11 **A. Trade Process:**

12
13 **1. In Rank Trades:**

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

18 **2. Out of Rank Trades:**

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

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

25
26 Responsibility for arrangement for the repayment of such time rests with the
27 employees involved. Traded time will be a contract between employees. The
28 District has no authority to enforce the pay back of owed time between
29 employees.

30 No obligation shall be placed upon the District for repayment of time voluntarily
31 trades or repaid between employees. No obligation, financial or otherwise, shall
32 accrue to the District because of such shift trades. Therefore, hours worked by
33 an employee working a shift as the result of a shift trade shall be excluded from
34 any overtime calculation for FLSA purposes. However, the regularly scheduled
35 employee shall be compensated as if he/she had worked his/her normal
36 schedule for the traded shift for FLSA purposes. Where overtime is required as
37 the result of an employee's inability to fill a shift trade, the employee failing to fill a
38 shift shall have his/her annual or sick leave balance, as appropriate, reduced
39 hour for hour up to twenty-four (24) hours.

40 If the District promotes an employee outside the bargaining unit, that employee
41 shall fulfill all of his/her trade obligations, prior to the promotion taking effect.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

37
38
39
40
41

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.

1 **ARTICLE 58** This Page Intentionally Left Blank

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

This Page Intentionally Left Blank

1 **ARTICLE 59 Reduction in Force**

2 Employees will be laid off based on lowest level of Departmental Seniority in
3 accordance with Management Rights and Seniority articles.

4
5 **A. Notice**

6
7 Employees due to be laid off will be given written notice of such layoff at least
8 thirty (30) calendar days prior to the effective date.

9
10 **B. Bumping**

11
12 In lieu of being laid off, an employee may elect to demote to any job classification
13 in a lower maximum salary within the same job classification by bumping an
14 employee in that job classification who has lower overall District Seniority. An
15 employee being bumped will be treated as if laid off and will have any bumping
16 rights granted to the employee under this agreement with the District. A decision
17 to bump must be made by the affected employee within fourteen (14) calendar
18 days of notification that they will be laid off.

19
20 Employees who elect to demote to a lower job classification shall be promoted to
21 their previous position based on highest Rank Seniority in the position they were
22 bumped from as positions become available.

23
24 **C. Posting**

25 The names of permanent and probationary employees laid off will be placed on
26 the reemployment list for thirty-six (36) months. All employees eligible for rehire
27 status must meet all eligibility requirements of the position. Employees will be
28 recalled one at a time in the order in which their names are listed on the
29 reemployment list. Employees will be contacted by certified mail with the offer for
30 reemployment.

31
32 Employees who have been laid off due to a reduction in work force shall provide
33 their current address to the District if they wish to be contacted in the event a
34 position should become available for reemployment.

35
36 Any employee or designated representative shall respond in writing or by phone
37 to certified mail within ten (10) business days after receipt of notification that a
38 position of employment is available. If no response is received within ten (10)
39 days by the District that individual will forfeit reemployment.

40
41 **D. Reemployment**

42 Employees who are reemployed within thirty-six (36) months after they are laid
43 off will be entitled to the reinstatement of accrued and unused sick leave

Supervisor 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.
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 60** This Page Intentionally Left Blank

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

This Page Intentionally Left Blank

Supervisor 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.

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 62** This Page Intentionally Left Blank

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

This Page Intentionally Left Blank

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 63** This Page Intentionally Left Blank

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

This Page Intentionally Left Blank

1 **ARTICLE 64 Seniority**

2 **A. Types of Seniority**

3 Two types of seniority will be established: District (overall) Seniority and Rank (time
4 in grade) Seniority.

5
6 **1.** District Seniority will be determined by the following criteria:

- 7
8 **a.** An employee's District Seniority will be determined based upon
9 continuous full-time employment with the District as determined by
10 the hire date for a full-time position.
11 **b.** For the purpose of settling a tie, should two or more employees
12 have the same hire date, the tied employee's seniority will be based
13 upon their order on the ranked hiring list. If employees are tied on
14 hiring list, the tied employee's seniority will be determined by the
15 District Fire Chief.
16 **c.** Continuous service will be broken only by resignation of a full-time
17 position, discharge, or retirement.
18 **d.** District seniority will only be used for the purposes of lay-offs or a
19 reduction in work force.

20
21 **2.** Rank Seniority will be determined by the following criteria:

- 22
23 **a.** An employee's Rank Seniority will be determined based upon the
24 date an employee is hired, transferred, or promoted into the rank in
25 which they hold.
26 **b.** For the purpose on settling a tie, should two or more employees
27 have the same hire/promotion date, the tied employee's seniority
28 will be based upon their order on the ranked hiring/promotion list. If
29 employees are tied on hiring/list, the tied employee's seniority will
30 be based upon District Seniority.
31 **c.** An employee that is demoted to a lower rank, or transfers back to a
32 position in another division, will be placed within that lower rank, or
33 positions seniority list, based upon the date in which they would
34 have originally qualified for placement in that rank. If any ties exist,
35 the above procedure will be used to determine seniority.
36 **d.** Rank seniority will be used for all operational or other needs of the
37 District, i.e. Annual station rotations/requests, open positions, shift
38 movement or requests or a request by the District due to
39 operational need.

40
41
42
43
44

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

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.

Supervisor 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.

11
12 **Intent:** This article will not duplicate the article in the non-supervisor contract.

13
14
15
16

1 **ARTICLE 66 Replacement of Personal Property**

2 **Lost, Stolen or Destroyed**

3
4 The District will reimburse the District's employees for personal property items that
5 are stolen, damaged, or destroyed during duty hours or while stored at or in a
6 District facility or vehicle, providing that the employee made a reasonable effort to
7 safeguard the item and/or whose negligence as reasonably determined by the
8 District did not cause the loss. Such reimbursement will be limited to those items
9 of personal property that are reasonably required in order for the employee to
10 perform his/her duties and may be limited by a list promulgated by the District Fire
11 Chief.

12
13 **Replacement Cost Limits**

14
15 Reimbursement will be limited to items of personal property that are reasonably
16 required for the performance of job duties that are covered by the District's
17 insurance policy.

18
19
20
21
22

23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

Supervisor 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 shall form a Station Habitability Committee
3 composed of two association members and two management representatives,

4 The purpose of the committee is to review the District's facilities and develop a
5 comprehensive facilities evaluation plan and feasibility report, including fiscal
6 considerations and potential funding methods, so that together the Association
7 and the District can present the status of the District's facilities and a plan for
8 addressing any health and safety concerns that may be discovered through the
9 evaluation process.

10 The Committee will be assisted by third party professionals where appropriate.

11 **Reopener:** There shall be a reopener for this article in FY 24/25.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

1 **ARTICLE 68** **This Page Intentionally Left Blank**

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

This Page Intentionally Left Blank

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 69** This Page Intentionally Left Blank

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

This Page Intentionally Left Blank

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 70** This Page Intentionally Left Blank

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

This Page Intentionally Left Blank

1 **ARTICLE 71** **This Page Intentionally Left Blank**

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27

This Page Intentionally Left Blank

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Supervisor 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

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

1 **APPENDIX B Employee Development/Performance Program**

2 **East Fork Fire Protection District-Employee Development/Performance**
3 **Program (EDPP)**

4
5 **Theory of Employee Development/Performance Program**

6
7 Discipline is the most difficult and unpleasant experience of work. Few
8 employees enjoy being the focus of a disciplinary action, and few supervisors
9 enjoy taking disciplinary action against an employee.

10
11 For most people, the only discipline that will be required during their working
12 careers comes from the informal interaction they have with their supervisor.
13 Informal resolution is best accomplished when supervisors adequately explain
14 expectations and:

- 15
16
 - 17 • Utilize effective **coaching** techniques.
 - 18 • Ensure employees receive a sufficient level of *training*.
 - 19 • Remove **obstacles** that interfere with success.
 - 20 • Provide timely *feedback*.
 - 21 • Arrange for **consequences** based on performance.

22 It is a fact that some employees, at least once in their career, will have a problem
23 that must be dealt with. If the employee is treated as a professional who must
24 solve the problem, the employee is more likely to respond positively and will
25 solve the problem. It is also a fact that supervisors and employees can resolve
26 the majority of all problems informally.

27
28 Employees contribute to informal resolution by:

- 29
30
 - 31 • Taking responsibility for the elimination of problems.
 - 32 • Acknowledging that the willful failure to take responsibility may result in
33 discipline.

34 When it is determined that an employee is unwilling to solve a problem,
35 management is placed into a difficult situation. Placing the responsibility for
36 eliminating the problem squarely on the shoulders of the employee is often the
37 only solution. Discipline is the compelling tool used to enforce that responsibility.
38 Failure by an employee to correct a problem results in discipline.

39
40 It is the underlying theory of the EDPP that when supervisors and employees
41 work together, most problems can be resolved informally without having to resort
42 to formal disciplinary measures. Thus, EDPP consists of two parts, involving
43 informal and formal processes.

1 **Employee Development and Performance Program is a Two-Part Process**

2 The “**Informal Process**” involves techniques that are utilized to:

- 3
- 4 • Increase motivation and development.
 - 5 • Prevent problems from developing.
 - 6 • Ensure responsibility is not ignored.
 - 7 • Discover mutually acceptable solutions to problems that do arise.

8

9 The “**Formal Process**” involves progressive disciplinary action, and occurs
10 when:

- 11
- 12 • Attempts to resolve a problem informally fail.
 - 13 • An employee is not taking responsibility to correct problems.
 - 14 • Problems are of an immediate and serious nature and therefore cannot be
15 dealt with informally.

16

17 **What is a Problem?**

18

19 A problem can be defined as the difference between a management expectation
20 and an employee’s success in meeting that expectation. Problems vary, but can
21 generally be assigned to one of three distinct categories: Conduct, Attendance,
22 or Performance. Each category is defined and examples are provided.

23

24 **In each case, these are examples only. They are in no way intended to be**
25 **all-inclusive for the category.**

26

27 **CONDUCT:** Conduct is a mode or standard of personal behavior. It is how a
28 person acts or carries him or herself and how that person interacts with those
29 around him or her. It is more closely related to personal behaviors than to
30 performance of job tasks. Examples of poor conduct include:

31

32 **Insubordination**

- 33 • Defiance of authority.
- 34 • Willful failure to do an assigned job or obey an order.

35

36 **Alcohol or controlled substances**

- 37 • Reporting to work under the influence of or use of alcohol while on duty.
- 38 • Using or selling controlled substances.

39

40 **Fighting**

- 41 • An argument between parties, provoked or unprovoked, that is disruptive to
42 others or the public.
- 43 • A hostile encounter between parties resulting in physical combat.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **Threatening or striking another person**

- 2 • Uttering an expression or intention to inflict harm to another person.
3 • Physically attacking or inflicting bodily harm to another person.
4

5 **Dishonesty**

- 6 • Falsifying personnel documents.
7 • Falsification of EFFPD records or incident reports.
8 • Lying.
9

10 **Theft**

- 11 • Engaging or conspiring in the theft of City property or supplies.
12 • Theft of the personal property of others.
13

14 **Misconduct**

- 15 • Indulging in boisterous conduct or obscene language in public view.
16 • Engaging in illegal activities, on duty or off duty.
17 • Inappropriate comments or slurs that may be deemed discriminatory or that
18 create a hostile work environment.
19 • Violation of District Policies, Rules and Regulations, or engaging in other
20 activities disapproved by the department as stated in writing.
21

22 **Attendance:** Attendance relates not only to the ability of a person to arrive at
23 work at the start of their scheduled shift, but also to be present at assigned
24 locations throughout the shift. Examples of attendance problems include:
25

26 **Tardiness**

- 27 • Failure to report to work at the beginning of a shift, regardless of last-minute
28 unapproved trades.
29 • Failure to transfer from station to station or to an assignment in a timely
30 manner.
31

32 **Absenteeism**

- 33 • Failure to notify supervisor of emergency absenteeism prior to the start of the
34 work shift.
35 • Failure to call in on scheduled work day (no call/no show).
36 • Failure to arrive at work after calling in late.
37 • Failure to report to work at the conclusion of approved leave.
38

39 **Abandonment**

- 40 • Leaving the station, unit, or assigned work location without supervisor
41 approval.
42 • Leaving the scene of an emergency incident without supervisor approval.
43

44 **Performance:** Performance refers to a person's ability to do satisfactory and
45 competent work. Failure to follow established policies or rules and failure to
46 meet performance standards are among the most common problems associated

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 with performance. The former is within the power of a person to control, and
2 may, therefore, logically result in discipline. Examples of performance problems
3 include:

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?

1 **Information Gathering**

2
3 Information gathering is a fact-finding mission, and the more time and effort put
4 into finding out the facts, the easier the rest of the process will be. Information
5 gathering usually starts as a conversation between the employee and supervisor
6 to get a general idea of what happened. The supervisor should:

- 7
8 • Offer Association representation.
9 • Ask as many questions as needed to get the whole picture.
10 • Talk to co-workers, employees on other shifts, or anyone else with knowledge
11 about the incident.
12 • Make a personal observation of any physical items involved.
13 • Listen attentively to what all parties have to say.
14 • Keep an open mind.

15
16 After all necessary information has been gathered; the supervisor should decide
17 whether the problem could be handled by applying the Informal or Formal
18 Process.

19
20 **The Informal Process**

21
22 The underlying goal of the Informal Process is to prevent problems from
23 developing and to quickly eliminate problems that do arise. Six strategies and
24 techniques have been determined to be important components of an effective
25 Employee Development and Performance Program, especially a program that
26 places a great deal of importance on supervisor and employee responsibility.
27 When these strategies and techniques are properly utilized, supervisors should
28 have very few discipline problems. When a problem is first identified, the
29 supervisor and employee attempt to resolve it through these six strategies:

- 30
31 • Developmental Coaching
32 • The application of Training
33 • The removal of Obstacles
34 • The timely delivery of Feedback
35 • The arranging of Consequences
36 • Provide Counseling

37
38 **Coaching**

39
40 Coaching is an informal, often times spontaneous discussion designed to assist
41 an employee in developing knowledge, skills, and abilities. It is the everyday
42 interaction between supervisor and employee that leads to employee
43 development.

44
45 Praise and encouragement are the most effective coaching tools. They enable
46 the supervisory coach to define exactly what he/she expects in a positive way. A

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 good coach tries to be a “people developer” and you can’t develop people by
2 tearing them down.

3
4 There are several coaching actions that can contribute to effective supervision:

- 5
- 6 • Provide employee with positive feedback.
- 7 • When you have to criticize, focus on the problem, not the individual’s
- 8 personality.
- 9 • Give employees both positive and negative feedback.
- 10 • Build and maintain strong relationships with employees.
- 11 • Confront employees with problems in their performance.
- 12 • Use active listening skills.
- 13 • Listen more than you talk.
- 14

15 As an effective supervisor, you will need to know what to coach and when to
16 coach. Generally, you will need to assume the role of coach when a member of
17 your work team does not know how to do an assigned task, performs a job
18 incorrectly, or does not perform to prescribed standards.

19
20 Generally, if the performance problem is one of attitude or motivation, you may
21 need to counsel the employee.

22
23 Once you identify an area that requires coaching, either through direct
24 observation or an employee’s direct request for help, you can develop a coaching
25 plan. Elements of a plan may include:

- 26
- 27 • Let employees know what is expected of them by clearly defined standards
- 28 and job responsibilities. Develop a work plan with agreed upon tasks and
- 29 completion dates.
- 30 • Let employees know how they are doing through positive and negative
- 31 feedback, evaluation of performance, and documentation of strengths and
- 32 weaknesses.
- 33 • Mutually develop a plan for improvement. Monitor progress in areas that
- 34 need strengthening and suggest and provide appropriate training. Recognize
- 35 and praise performance improvement.
- 36 • Remember the principles of effective communication.
- 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.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

- 1 • Employee's comments or reactions should be encouraged.
- 2 • The supervisor should provide a rationale for policies or rules in question.
- 3 • All persons involved should listen carefully. A tip to assist in the
- 4 communication process is to re-state what is heard to ensure adequate
- 5 understanding.
- 6 • Commitments to change should be sought, and the door should be kept open
- 7 for future discussions about the problem.
- 8 • Supervisors should express confidence in the employee's ability to improve.
- 9 • Coaching sessions should end on a positive note.

Training

10
11
12
13 Training employees for their jobs and developing their skills and abilities are
14 important responsibilities of the supervisor. Part of your job will be to create a
15 climate for learning by endorsing training activities, encouraging employees to
16 take advantage of them, and helping them in every way to grow on the job.

17
18 Training consists of activities designed to provide employees with the knowledge,
19 skills, and abilities required to do the job properly. Training usually takes place in
20 a structured format with pre-established objectives. Problems can arise when
21 employees are not provided with an appropriate level of training. When this
22 occurs, attempts to resolve the problem any other way would be unsuccessful.
23 Training deficiencies may be identified during Coaching sessions, or the
24 supervisor may have to make a more thorough inquiry into the employee's
25 training history.

26
27 **Theory:** If an employee lacks the necessary knowledge, skills, or abilities,
28 he/she will be unable to perform effectively.

Guidelines for Effective Training:

- 29
30
31
32 • Supervisors who believe that a lack of training may be contributing to a
33 problem should ensure that job requirements haven't changed since the
34 employee was initially trained and that the employee has received appropriate
35 training in all elements of the job.
- 36 • Any deficiency in training should be addressed by providing the employee
37 with the training needed.
- 38 • The supervisor should monitor the employee's performance to determine if
39 the training was successful.

Obstacles

40
41
42
43 Removing obstacles involves ensuring the employee has the time, tools,
44 equipment, and proper direction required to do the job. It may involve
45 determining if anything outside of the supervisor's immediate attention prevents
46 the employee from doing the job properly. Removing obstacles means that it is

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 important to look below the surface. Again, problems in this area may be
2 identified during Coaching sessions. Supervisors should be sensitive to
3 concerns and issues relating to the employee's personal situation. Should the
4 supervisor identify personal issues relating to performance, the utilization of the
5 Employee Assistance Program (EAP) is encouraged.
6

7 **Theory:** If a person does not have the time, tools, or equipment needed to do a
8 job, receives conflicting instructions, or has serious personal problems that
9 interfere with doing the job, that person will be unable to do the job properly.
10

Guidelines for removing Obstacles:

- 11
- 12
- 13 • Supervisors should ensure the employee has the time, tools, and equipment
14 required to do the job properly.
- 15 • Determine if anything, either from within the organization or from outside of
16 the organization, is preventing the employee from doing the job right.
- 17 • Determine that specific actions have been taken to remove known obstacles.
18

Feedback

19
20
21 Supervisors should give employees feedback to tell them how they are doing.
22 Feedback can be used to discipline, correct, inform, or praise the performance of
23 employees.
24

25 Many supervisors mistakenly assume that employees know both how well they
26 are doing and how well their supervisor thinks they are doing. It is the
27 supervisor's responsibility to tell employees about their performance through
28 feedback.
29

30 Giving feedback to all employees - good and poor – is important. If we offer
31 feedback just to poor performers, we ignore the needs of good employees who
32 should be recognized for their efforts. Giving positive feedback is worth a
33 supervisor's time. By not correcting less productive performers through feedback
34 you may be implying that you are pleased with their performance.
35

36 Feedback is the act of providing specific qualitative and/or quantitative
37 information about conduct, attendance or performance, in relation to a given
38 standard or goal. For example, when a problem arises, the supervisor may elect
39 to Coach the employee as a method of informal resolution. If the problem does
40 not go away at that point, the supervisor should provide timely feedback on the
41 employee's success or failure at resolving the problem. Otherwise, the problem
42 may not go away or may become worse.
43

44 **Theory:** If a person does not know exactly how well or how poorly he/she is
45 doing, there is no way his or her performance can be improved. Regular, short-
46 term feedback is essential.

1 **Guidelines for Effective Feedback:**
2

3 Supervisors should evaluate the following questions:
4

- 5 • Does the employee know exactly how well he/she is doing?
 - 6 • Does the employee get regular, short-term feedback about job performance?
 - 7 • Have expectations been clearly identified with the employee?
- 8

9 **Consequences**

10
11 Arranging consequences consists of ensuring it actually does make a difference,
12 both to the employee and the organization, that a job is done and done correctly.
13

14 **Theory:** If an employee determines that it actually doesn't matter if the job is
15 done correctly, or if the consequences of doing a job properly or quickly are
16 unpleasant, ultimately, he/she will stop doing it correctly. For example: Does
17 doing the job properly or quickly result in additional work for the employee?
18

19 **Guidelines for arranging Consequences**

20
21 Supervisors should evaluate the following questions:
22

- 23 • What differences does it make to the employee if he/she performs as he/she
24 is supposed to? Are employees motivated to do the right thing?
 - 25 • What happens when the employee does the job poorly or fails to do it at all?
- 26

27 **Counseling**

28
29 Counseling is a serious discussion between a supervisor and an employee
30 designed to correct employee problems. Counseling is planned, has a specific
31 purpose, and is intended to result in a specific action(s). When the supervisor
32 identifies a problem that requires more than a coaching session or determines
33 that coaching has failed to resolve a problem, he/she should plan to conduct a
34 Counseling Session with the employee.
35

36 **Counseling Procedure:**

37 Once the supervisor has decided to counsel an employee, the next level
38 supervisor will be contacted and informed of the proposed counseling. For
39 example, the Captain will contact the Battalion Chief. The Battalion Chief or next
40 level supervisor will confirm the counseling recommendation by:
41

- 42 • Comparing the counseling against the employee's disciplinary matrix.
 - 43 • Determine whether or not the counseling conforms to the discipline process
44 and is consistent with previous decisions in similar circumstances.
- 45

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 If the Battalion Chief or next level supervisor confirms the counseling
2 recommendation a Counseling session should be performed and documented
3 using the EFFPD Counseling form (Form A). A copy of the form will be given to
4 the employee, the Captain or next level supervisor will maintain a copy for 6
5 months, and the Battalion Chief will enter the counseling session into the
6 disciplinary matrix (**this is informal**).

7
8 If the employee's disciplinary history will not allow counseling or if it is determined
9 that previous similar circumstances have resulted in formal discipline, the
10 Captain or supervisor and the Battalion Chief or next level supervisor will move to
11 the Formal Discipline Process and conduct an Investigative Interview.

12
13 **Theory:** Counseling is designed to assist an employee in eliminating a problem
14 so that formal discipline will not be necessary.

Guidelines for Effective Counseling:

15
16
17
18 **The guidelines for effective counseling are similar to those for effective**
19 **coaching. However, supervisors are encouraged to consider the use of**
20 **privacy, appropriate communication techniques, and overall tone of**
21 **discussion to differentiate a counseling session from a coaching session.**
22 **Counseling sessions should end on a positive, yet serious note.**

- 23
- 24 • Problems should be stated in terms of desired versus actual conduct,
- 25 attendance, or performance.
- 26 • The employee should be encouraged to provide comments or reactions.
- 27 • The supervisor should provide a rationale for policies or rules violated.
- 28 • All persons involved should listen carefully. A tip to assist in the
- 29 communication process is to re-state what is heard to ensure adequate
- 30 understanding.
- 31 • Commitments to change should be sought and the door should be kept open
- 32 for future discussions about the problem.
- 33 • Necessary changes and appropriate time frames for compliance should be
- 34 explained so that employees are aware of specific actions required of them.
- 35 • Supervisors should express a confidence in the employee's ability to improve.
- 36 • Counseling sessions should end on a positive yet serious note.
- 37

Summary

38
39
40 Supervisors should integrate the use of informal techniques into their everyday
41 management style. If they do so, they will see a decline in the number of
42 problems they must address. The use of informal techniques should become
43 second nature.

44
45 Attention to the six strategies or techniques by the supervisor is an important
46 step to assist the employee in eliminating a problem. It can then be more easily

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 determined when a problem persists, that the employee has not taken enough
2 responsibility upon himself or herself to eliminate the problem.

3
4 Employees who do not respond to informal resolution techniques compel the
5 supervisor to consider formal disciplinary action. This action moves us to the
6 formal discipline process.

The Formal Process

7
8
9
10 The Formal Process occurs as a result of either a failure of the Informal Process
11 to eliminate a problem, or as an immediate response to a serious problem that
12 could not have been dealt with informally. A decision to use the Formal Process
13 begins after the supervisor completes his/her information gathering and conducts
14 a review of all informal steps that may have been taken. Once a decision to use
15 the formal process is reached, the Supervisor will continue the process with the
16 next level supervisor. For example, the Captain will proceed with the Battalion
17 Chief.

18
19 The Formal Process consists of:

- 20
- 21 • Preparing and conducting an Investigative Interview.
- 22 • Utilizing the decision-making process in regards to discipline.
- 23 • Preparing and conducting an Administrative Hearing, if applicable.
- 24 • Documentation.
- 25

Preparing for an Investigative Interview

26
27
28 Disciplinary actions should follow the offense as soon as reasonably possible
29 and offenses must not be allowed to build up before action is taken. Before
30 meeting with an employee to discuss a problem that may lead to discipline, the
31 supervisors should take the time to prepare. The basic steps of preparation
32 include:

- 33
- 34 1. Gathering information concerning the incident or violation to justify the
35 potential for formal discipline. The goal is to gather enough information to
36 ensure that the incident can be adequately addressed.
- 37 2. Reviewing notes from the information gathering process or documents from
38 previous efforts at resolving the problem. **If any information suggests that
39 the incident may be criminal in nature, the investigation or violation
40 shall be immediately referred to the District Fire Chief or designee. If it
41 is determined that the incident may be in violation of the EFFPD
42 Harassment Policy (sexual, racial, workplace violence, etc.) it shall be
43 referred to the District Fire Chief or designee, then forwarded to the
44 Director of Administrative Services or designee.**
- 45 3. Preparing an agenda outlining major points to be covered in the meeting.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 Once a Captain or supervisor and the Battalion Chief or the next level supervisor
2 has conducted an Investigative Interview and has considered any response the
3 employee may offer, the information from the Investigative Interview will be given
4 to the District Fire Chief or designee, and a decision regarding formal action must
5 be made. An initial evaluation of whether disciplinary action is appropriate
6 involves the supervisors asking certain questions. These questions are intended
7 to provide a remedial check on supervisory strategies:
8

- 9 • Is there sufficient evidence that the employee violated a rule or procedure?
- 10 • Can I demonstrate that the employee understood a rule/policy that was
11 violated?
- 12 • Can I demonstrate that the employee knew in advance that such behavior
13 would be subject to disciplinary action?
- 14 • Can I demonstrate that the rule violated was reasonably related to the safe,
15 efficient, and orderly operation of the organization?
- 16 • Can I demonstrate that the employee committed an intentional act or
17 omission?
18

19 After answering these questions, the supervisor should then utilize the
20 Disciplinary Algorithm.
21

Disciplinary Algorithm

22
23

24 The Disciplinary Algorithm is a tool that assists supervisors in determining the
25 appropriate level of discipline to apply. The Disciplinary Algorithm prompts the
26 supervisor by asking questions that are designed to help determine the degree of
27 seriousness of the offense and the impact of the offense upon the Fire District.
28

29 When the supervisor applies the circumstances of the offense to the Disciplinary
30 Algorithm, he/she will be led to an appropriate range of disciplinary actions. The
31 supervisor should select the lowest action necessary to compel the employee to
32 take responsibility for eliminating the problem.
33

34 The Disciplinary Algorithm is designed to assist a supervisor in reaching a
35 reasonable recommendation based solely upon the merits of the case at hand.
36

37 The Disciplinary Algorithm requires the supervisor to consider three very
38 important factors: **safety**, **honesty**, and if there has been a **negative impact** on
39 Fire District operations. Determining where the infraction falls in relation to these
40 three queries will help the supervisors to remain consistent throughout the
41 decision-making process.
42
43
44

Safety

45
46

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 undue costs or embarrassment to the department, are counterproductive to the
2 success of the Fire District's overall mission.

3 **Questions to Ask:** The supervisor should evaluate the following items:
4

- 5 • Did the employee's actions have a negative impact on Fire District
6 operations?
- 7 • Did the employee's actions cause the Fire District loss of time, undue cost,
8 serious liability exposure, or potential liability?
- 9 • Does the action bring negative attention to the Fire District?

10
11 Once the above-mentioned items have been considered, the supervisor must
12 determine the severity of the infraction. Was this a minor or major infraction?
13

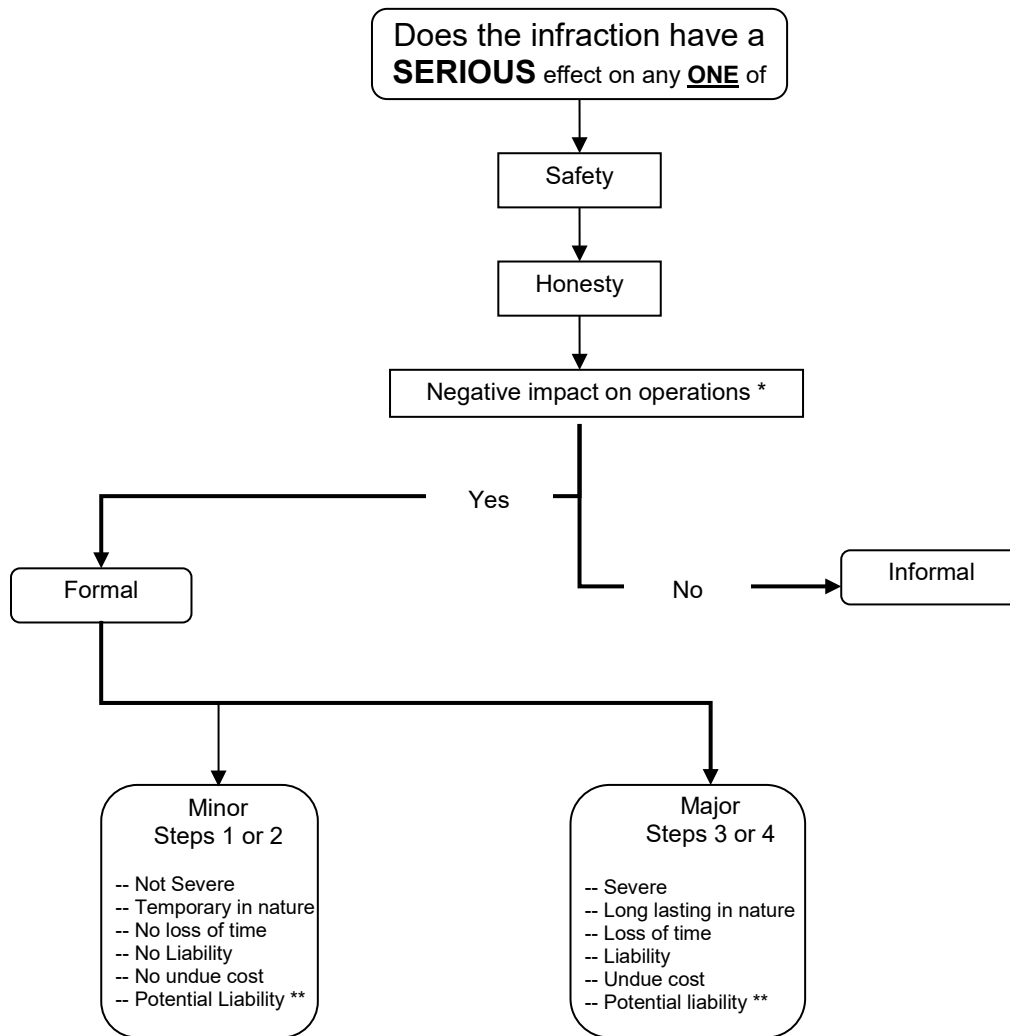
14 A minor infraction is usually not severe, is temporary in nature, and does not
15 result in undue cost or liability/potential liability to the Fire District.
16

17 A major infraction is usually severe, long lasting, or results in undue costs or
18 liability/potential liability to the Fire District.
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1
2
3

DISCIPLINARY ALGORITHM



4
5
6
7

* Injury, cost, damage to public image or negative impact on operations

** If intervention had not occurred the infraction could have caused bodily injury or high cost to the Fire District.

1 **Disciplinary Action Steps**

2
3 There are four progressive steps of disciplinary action in the Formal Process.
4 They are:

5
6 **Step 1:** A Step 1 action places an employee on written notice by the supervisor
7 that failure to correct a problem could lead to more serious discipline. This action
8 has an active life span of 6 months.

9
10 **Step 2:** A Step 2 action involves a minimum of a written notice to a maximum of
11 a one-half shift suspension without pay. A Step 2 is given when the action
12 warrants more than a Step 1 action or when a Step 1 action is not available. This
13 action has an active life span of 9 months.

14
15 **Step 3:** A Step 3 action involves a suspension. The suspension period will be a
16 minimum of one work shift to a maximum of one workweek without pay (For 56-
17 hour personnel, one work shift is 24 hours, one workweek is 56 hours. For 40-
18 hour personnel, one work shift is 10 hours; one workweek is 40 hours). This
19 action has an active life span of 12 months.

20
21 **Step 4:** A Step 4 involves a suspension but the suspension period will be one
22 shift with pay. This action has an active life span of 12 months. This is the most
23 serious disciplinary action in the EDPP process. Paid time away from work is
24 provided to the employee so that he/she may decide on whether employment
25 with the Fire District is in his/her best interest. Except in the most unusual
26 circumstances, any additional formal discipline during the active period of a Step
27 4 will result in a termination hearing.

28
29 **Disciplinary Decisions and Matrix Entry**

30
31 Once the supervisors decide the level of discipline to be taken the action will be
32 compared against the employee's disciplinary history and a determination will be
33 made as to whether or not the action conforms to the discipline process and is
34 consistent with previous decisions in similar circumstances.

35
36 All supervisors must remember that once a decision has been made to take
37 formal disciplinary action, it must be able to stand up to scrutiny. Problems occur
38 when:

- 39 1. There is insufficient evidence to support the action.
40 2. Procedures and legal requirements have been overlooked.
41 3. The case is unable to withstand counterpoints from the employee.
42 4. The action proposed is not consistent with previous decisions in similar
43 circumstances.
44 5. The action proposed is unacceptable considering the employee's overall
45 disciplinary history.
46

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 After the proposed action is confirmed a disciplinary meeting is held to inform the
2 employee of the action. The action will be documented on the disciplinary form
3 and in the matrix. The Battalion Chiefs will maintain the Matrix.
4

5 Note: Any discipline greater than a step 2 or resulting in suspension requires an
6 administrative hearing prior to action being taken.
7

8 **Common Questions Are:**
9

- 10 • Are the three categories of problems (Conduct, Attendance, Performance)
11 strictly independent of each other?
12 • Are we required to be strictly progressive in the application of discipline within
13 each of these categories?
14

15 The answer to each question is no. The EDPP stresses that discipline be based
16 upon the employee's overall success at meeting managerial expectations.
17

18 **Rules, Matrix and Concepts**
19

20 A few rules apply to the application of the different steps of discipline.
21

22 **Rule #1:** Disciplinary actions have active life spans. Active is defined as the
23 total time period the disciplinary action weighs against the employee. The active
24 life spans are:
25

26 Counseling: 6 months
27

28 Step 1: 6 months
29 Step 2: 9 months
30 Step 3: 12 months
31 Step 4: 12 months
32

33 For instance, if Employee X receives a Step 1 disciplinary action on January 1,
34 2022, it becomes inactive on June 30, 2022, 6 months from the date the action
35 was imposed, providing no further problems occur during that 6-month period. If
36 further problems do occur prior to June 30, 2022, the active life span shall be
37 extended, as explained in Rule #2.
38

39 **Rule #2:** Active life spans are subject to **linking**. This is done to ensure that
40 documentation of prior disciplinary actions, often considered a basis for more
41 progressive disciplinary action, is not lost.
42

43 Continuing the example above, if Employee X were to receive a Step 2
44 disciplinary action for any offense on March 1, 2015, the active life span of the
45 Step 1 already given is extended by the life span of the Step 2, or 9 months. The
46 Step 1 and Step 2 actions will remain "active" until November 30, 2022 unless an

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 additional disciplinary action is imposed prior to November 30, 2022, which would
2 extend both actions even further.

3
4 The EDPP is structured to prevent repetitive disciplinary action, which is
5 counterproductive for both the employee and the Fire District.

6
7 Repetitive disciplinary actions are controlled by Rule #3, which limits the number
8 of active actions in any step. This ensures that progressively more serious
9 discipline is imposed, when necessary.

10
11 **Rule #3:** The total number of active actions in any given step is listed below.
12 When these limits are exceeded, the action must move up to the next step.

13
14 Counseling: No more than 1 in each category.

15
16 Formal Actions:

- 17
18 Step 1: No more than 2 total
19 Step 2: No more than 2 total
20 Step 3: No more than 2 total
21 Step 4: No more than 1 total

22
23 For an example of how Rule #3 is to be applied, let's say that Employee X has
24 been progressively disciplined for Attendance and Performance (see matrix
25 below) and has yet to demonstrate a problem in the category of Conduct. Let's
26 now say that Employee X develops a problem in the category of Conduct that
27 must be dealt with. What Step(s) are available, considering the three rules
28 above?

29

	CONDUCT	ATTENDANCE	PERFORMANCE
Counseling		X	X
Step 1		X	X
Step 2		X	
Step 3		X	
Step 4			

30
31 The answer is a bit unique. Employee X may be counseled or given a Step 2 or
32 greater disciplinary action. The rules allow counseling in each category.
33 However, the rules will not allow more than two Step 1 actions, which Employee
34 X already has. Employee X has only one active Step 2 action, and is therefore
35 eligible for one more to reach the maximum of two. Let's continue the example
36 by stating that it has been decided that Employee X should receive a counseling
37 session for the first problem in the category of Conduct. The option to impose a
38 Step 2 action at this time is not being taken. The progression would then look
39 like this:
40

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1

	CONDUCT	ATTENDANCE	PERFORMANCE
Counseling	X	X	X
Step 1		X	X
Step 2		X	
Step 3		X	
Step 4			

2

3 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 To demonstrate how overall behavior is the focus of a successful program, let's
 16 demonstrate how Employee X can reach a Step 4 action in the category of
 17 Conduct without receiving a Step 3 action in that same category. Referring to the
 18 progression chart below, you will see that Employee X received an additional
 19 Step 3 action for a problem in the category of Performance, putting Employee X
 20 at the maximum number of Step 3 actions permitted (two). A Step 2 in
 21 Performance is not allowed under the rules since Step 2 actions are still active.
 22
 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

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 When Employee X then demonstrates yet another problem in the category of
2 Conduct, the supervisor is forced, when considering the rules, to impose a Step 4
3 action against Employee X. The progression chart below demonstrates that an
4 employee can reach a Step 4 action in a category without having received all of
5 the available progressively less serious actions.
6

	CONDUCT	ATTENDANCE	PERFORMANCE
Counseling	X	X	X
Step 1		X	X
Step 2	X	X	
Step 3		X	X
Step 4	X		

7
8 Why did Employee X receive a Step 4 action under the category of Conduct?
9 Because the rules are designed to ensure that Employee X's overall disciplinary
10 history is considered. There are significant disciplinary actions in Attendance
11 and Performance (Step 3's) that demonstrate that Employee X, overall, is not
12 taking adequate responsibility for correcting problems.

13
14 What does this really mean? It means that discipline may progress across
15 categories. This is an essential component of a successful disciplinary program.
16 When an employee is held accountable for his/her overall behavior, the
17 employee is more likely to improve.

18
19 The example of Employee X is intended to demonstrate the progression of
20 discipline. Absent in the example are the Investigative Interviews (defined earlier
21 in this guide), Administrative Hearings, and the Disciplinary Meetings that are
22 part of the process.

23
24 **Administrative Hearings**

25
26 Administrative Hearings will be scheduled whenever the event leading to
27 disciplinary action is of such a nature that any resulting discipline may be greater
28 than a Step 2 action or a suspension.

29
30 The Administrative Hearing is a formal meeting in which the employee is afforded
31 the opportunity to provide an explanation directly to the District Fire Chief or
32 designee regarding the event(s) leading to the proposed disciplinary action. The
33 Administrative Hearing also allows the District Fire Chief or designee the
34 opportunity to ask questions pertaining to the event(s).

35
36 The employee and Association will receive written notification of the hearing
37 location, date, and time. Notification shall include the specific actions upon which
38 discipline may be based and any corresponding policy or rule violation, if
39 appropriate. The employee and Association will be afforded a minimum of seven

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 (7) calendar days from notification to prepare for the hearing, unless both parties
2 mutually agree to meet at another date and time.
3

4 The employee may choose to respond in writing to the specified charges. If the
5 employee responds in writing, the District Fire Chief or designee must receive the
6 response no later than the date and time specified for the hearing. The
7 employee may choose to appear in person and/or be represented by a
8 Association representative.
9

10 Following the Administrative Hearing, a decision regarding the appropriate
11 disciplinary action to be taken, if any, will be made by the District Fire Chief or
12 designee. All decisions will be governed by rules of the Formal Process. The
13 decision will be communicated to the employee and the Association within fifteen
14 (15) calendar days after the Administrative Hearing, unless a different timeline is
15 mutually agreed to. The decision is communicated during a Disciplinary Meeting
16 by the District Fire Chief or designee.
17

18 **Disciplinary Meetings**
19

20 The immediate supervisor or Captain and Battalion Chief or the District Fire Chief
21 or designee conducts Disciplinary Meetings after an Investigative Interview or
22 Administrative Hearing to inform the employee and the Association of disciplinary
23 action decisions. The Disciplinary Meeting is documented in Section II of the
24 EFFPD Disciplinary Action Form. The nature of a Disciplinary Meeting is
25 informational, as the necessary discussions and reviews have already been
26 completed.
27

28 Supervisors should not allow Disciplinary Meetings to lead to debate. Employees
29 who are not satisfied with the result of this meeting should be referred to the
30 grievance article of the appropriate collective bargaining agreement. Supervisors
31 should consider the following recommendations related to a Disciplinary Meeting:
32

33 Before the Meeting:
34

35 The supervisor shall notify the employee of their right to representation. Section II
36 of the EFFPD Disciplinary Action Form must be completed with the following
37 information:
38

- 39 1. Level of disciplinary action.
- 40 2. Date of infraction.
- 41 3. Date of the Administrative Hearing, if any.
- 42 4. Effective dates of the disciplinary actions.
- 43 5. Suggested corrective action(s).
44
45
46

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 During the Meeting:
2

- 3 1. Explain to the employee the level of disciplinary action to be taken.
- 4 2. State the specific problem in terms of **desired versus actual** conduct,
5 attendance, or performance, and the changes expected.
- 6 3. Ask the employee to confirm understanding.
- 7 4. Indicate your confidence in the employee's ability to perform properly.
- 8 5. Secure signature(s) of the employee and/or witness(es) involved.

9
10 After the Meeting:
11

- 12 1. Distribute copies of the EFFPD Disciplinary Action Form, as noted on the
13 form.
- 14 2. Monitor the employee's performance.

15
16 **Documentation**
17

18 All disciplinary actions above a counseling must be documented. Counseling
19 sessions are maintained solely by the immediate supervisor and the employee.
20 The Fire District disciplinary matrix will be updated by the Battalion Chief to
21 reflect the counseling session. Step 1 through 4 actions are maintained within
22 the Fire District disciplinary matrix, as well as in the employee's Human
23 Resources file.
24

25 **Purging Disciplinary Actions**
26

27 Disciplinary actions may be purged from Human Resource files when:
28

- 29 • A written request is submitted to the Human Resources Director.
- 30 • All disciplinary action in a category will be removed when the active life span
31 has been reached.

32
33 NOTE: The active life span of disciplinary actions and purge dates are extended
34 by any leave that exceeds 30 consecutive calendar days, unless a written
35 exemption is obtained from the District Fire Chief.
36

37 **Termination**
38

39 Termination is not discipline. Termination may result as a consequence of a one-
40 time serious event but most often results from an employee's continued failure to
41 accept responsibility for elimination of problems and/or failing to meet
42 management expectations. Therefore, termination is considered solely as an
43 administrative act separating an individual from City employment. The process
44 of notifying the individual shall be accomplished in a manner conducive to good
45 order and with respect for that person's dignity and privacy. The District Fire
46 Chief or the designee will typically accomplish this.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **Note:** In cases where serious discipline is indicated but termination may not be
2 warranted, demotion may be considered.

3
4 **Representation**

5
6 Overview: During meetings, which are informal in nature, such as coaching and
7 counseling sessions, the involvement of an employee representative is not
8 required, though will be provided at the employee's request. During meetings
9 that involve or may likely lead to any form of discipline, representation is an
10 important component and will be offered to the employee.

11
12 **Employee Rights:** The supervisor shall notify the employee of his/her right to
13 have Association representation present during any meeting that may result in
14 any form of disciplinary action. If an employee requests that an Association
15 representative be present, the supervisor must contact a Local 3726 Principal
16 Officer or those persons authorized to act on behalf of the Association. If there
17 are none available, the meeting shall be postponed until a representative is
18 available. All East Fork Fire Protection District employees are protected by the
19 "Garrity Rights" in any disciplinary process that may involve criminal activity. The
20 Garrity Rights prohibit the use of statements gathered during an investigation in
21 subsequent criminal proceedings. As stated under Preparing for an Investigative
22 Interview, if any information suggests that the incident may be criminal in nature,
23 the investigation or violation shall be immediately referred to the District Fire
24 Chief or his designee.

25
26 During the Disciplinary Meetings: Supervisors should follow proper procedures
27 whether an Association representative is present or not. If the employee or
28 Association disagrees with the disciplinary action, a grievance can be filed and
29 the situation reviewed through the grievance procedure. Informal actions and
30 counseling are not subject to the grievance procedure. Steps One through Four
31 are subject to the grievance procedure. The supervisor should not fail to take
32 disciplinary action because of the possibility that the action may be grieved.

33
34
35
36
37
38
39
40
41
42
43
44

Supervisor 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

East Fork Professional Firefighters - Battalion Chiefs Pay Plan		
Note: These pay tables reflect a 5.2% Increase between steps.		
Existing Pay Plan (7/1/23)		
Step	Annual Wage	2912 Hourly
1	110,335.3888	37.8899
2	116,142.2080	39.8840
3	122,254.4960	41.9830
4	128,689.1424	44.1927
5	135,462.7456	46.5188
Effective Pay Period Starting 7/22/23 (paid 8/11/23), PERS Adjustment, -3% FIRE PERS		
Step	Annual Wage	2912 Hourly
1	107,025.3184	36.7532
2	112,658.0000	38.6875
3	118,586.8320	40.7235
4	124,828.4128	42.8669
5	131,398.7584	45.1232
Effective Pay Period Starting 9/16/23 (paid 10/6/23), 1.5% COLA FIRE PERS		
Step	Annual Wage	2912 Hourly
1	108,630.7040	37.3045
2	114,347.8336	39.2678
3	120,365.7728	41.3344
4	126,700.8288	43.5099
5	133,369.6000	45.8000

Effective Pay Period Starting 12/23/23 (paid 1/12/24), 3.0% COLA FIRE PERS		
Step	Annual Wage	2912 Hourly
1	111,889.5232	38.4236
2	117,778.1696	40.4458
3	123,976.6528	42.5744
4	130,501.8624	44.8152
5	137,370.6880	47.1740
Effective Pay Period Starting 5/25/24 (paid 6/14/24), 1.5% COLA FIRE PERS		
Step	Annual Wage	2912 Hourly
1	113,568.0000	39.0000
2	119,544.8800	41.0525
3	125,836.2560	43.2130
4	132,459.3088	45.4874
5	139,431.2192	47.8816
Effective Pay Period Starting 6/22/24 (paid 7/12/24), 1.75% COLA FIRE PERS		
Step	Annual Wage	2912 Hourly
1	115,555.4400	39.6825
2	121,636.8608	41.7709
3	128,038.3104	43.9692
4	134,777.2608	46.2834
5	141,871.1840	48.7195
Effective Pay Period Starting 12/21/24 (paid 1/10/25), 1.75% 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

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **APPENDIX D Reopeners**

2

Article	Description	Reopener Date
8	Nevada Public Employees Retirement System	When there is a rate change
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

3

8. **Reviewed by:**
_____ District Fire Chief _____ Board President
_____ Legal Counsel _____ Other

9. **Board Action:**
_____ Approved _____ Approved with Modifications
_____ Denied _____ Deferred
_____ Other

Agenda Item # 7

Resolution 2023R-001
East Fork Fire Protection District Regulations - Amendments to the 2018 *International*
Wildland-Urban Interface Code

TABLE OF CONTENTS

Section		Page
101.2	Scope	3
105.3	Alternative materials, design, and methods	3
106.1	General	4
106.2	Limitations of Authority	4
107.2	Permits Required	4
202	Definitions	5
302.3	Review of Wildland-Urban Interface Ares	5
402.2.2	Water Supply	5
404.1	General	6
404.2	Water Sources	6
404.3	Draft Sites	7
404.5	Adequate water supply	7
501.2	Objective	7
502.1	General	8
Table 503.1	Ignition-Resistant Construction	8
504.2	Roof covering	9
504.7.1	Underfloor areas	9
504.10.1	Vent locations	10
505.2	Roof covering	10
505.10.1	Vent locations	10
Table 602.1	Required Automatic Sprinklers-Commercial	11
Table 602.1.1	Required Automatic Sprinklers-Residential	11

603.2.1.1	Adjacent land	12
603.4	Trees	12
604.4.1	Chimney clearance	12
604.5	Non-combustible area	12
607.1	General	12
608	Residential Generator Installation	13
608.1	General	13
Appendix A	Adoption	13
Appendix B	Adoption	13
B101.1	Scope	14
B101.2	Plan content	14
B102	Defensible Space Plans	14
B102.1	General	14
B102.2	Plan Content	14

**East Fork Fire Protection District Amendments to the 2018 International Wildland-Urban
Interface Code Regulations**

101.2 Scope. The provisions of this code the International Wildland-Urban Interface Code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises and to the management of fuels on undeveloped lots and on unmodified portions of large lots within the wildland-urban interface areas in this jurisdiction.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

105.3 Alternative materials, design, and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method shall be approved where the fire chief or their designee finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

Where the alternative material, design or method is not approved, the fire chief or their designee shall respond in writing, stating the reasons why the alternative was not approved.

Alternative means and methods for Sections 504.7 and 505.7:

As an alternative means and methods, we will allow the following to be used in lieu of “heavy timber” as prescribed:

1. Minimum 6” x 6” columns
2. 4” x 8” floor joists
3. 4” x 10” or 6” x 8” beams
4. 3” x n” ledgers
5. 2” x n” decking

This shall be allowed when the 5’ non-combustible criteria are met per Section 604.5. Areas under decks shall be kept free of combustibles as amended.

106.1 General. To determine the suitability of alternative materials and methods and to provide for reasonable interpretations of the provisions of this code see *International Fire Code* Section 109 as adopted by the District.

106.2 Limitations of authority. The East Fork Fire Board of Directors shall have authority to interpret the administrative provisions of this code but shall not have authority to waive requirements of this code. The East Fork Fire Board of Directors is prohibited from granting waivers, variances, or approvals of alternate methods, or materials differing from the regulations or adopted codes and standards of the State Fire Marshal. All requests for variances must be reviewed and approved by the State Fire Marshal through the use of the State Fire Marshal's Variance Request procedure in accordance with NAC 477.287. Variances shall be approved only if the State Fire Marshal concurs that the request provides an acceptable alternate means to achieve a comparable level of safety. The State Fire Marshal may, within its discretion, seek input from East Fork Fire in the review of variance requests related, but not limited to, fire apparatus access and water supply, however, the final decision to approve, approve with conditions or reject the variance request remains solely with the State Fire Marshal.

107.2 Permits required. Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, removed, converted, demolished or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the code official.

For buildings or structures erected for temporary uses, see Appendix A, Section A108.3, of this code.

Where required by the code official, a permit shall be obtained for the following activities, operations, practices or functions within a *wildland-urban interface area* within the East Fork Fire Protection District:

15. Residential generator

Fire hazard severity in accordance with Section 503.1: moderate. The fire hazard rating of moderate (Number 5) shall include moderate ratings according to the wildfire risk assessment map as designated by the Nevada Division of Forestry
<https://nevadaresourcesandwildfireinfo.com/Map/Pro/#whats-your-risk> .

Fire hazard severity in accordance with Section 503.1: high. The fire hazard rating of high shall include moderate -high and high (Numbers 6 and 7) ratings according to the wildfire risk assessment map as designated by the Nevada Division of Forestry
<https://nevadaresourcesandwildfireinfo.com/Map/Pro/#whats-your-risk> .

Fire hazard severity in accordance with Section 503.1: extreme. The fire hazard rating of extreme shall include very high and extreme (Numbers 8 and 9) ratings according to the wildfire risk assessment map as designated by the Nevada Division of Forestry
<https://nevadaresourcesandwildfireinfo.com/Map/Pro/#whats-your-risk> .

Modification. The addition to a structure of greater than or equal to 25% of the existing square footage in accordance with Section 503.1 and Table 503.1. If the existing structure is located in the high, very high or extreme hazard zone in accordance with the Nevada Division of Forestry wildfire risk assessment map

<https://nevadaresourcesandwildfireinfo.com/Map/Pro/#whats-your-risk> .

Wildland-Urban Interface Area. That geographical area where structures and other human development meets or intermingles with wildland or vegetative fuels. Within the East Fork Fire Protection District, the Wildland-Urban Interface area is defined as all areas not within the boundaries of the Minden, Gardnerville and Genoa townships.

302.3 Review of wildland-urban interface areas. The code official shall reevaluate and recommend modification to the *wildland-urban interface areas* in accordance with Section 302.1 as deemed necessary by the code official.

Section 402.2.2 Water Supply. Individual structures hereinafter constructed or relocated into or within wildland-urban interface areas shall be provided with a conforming water supply in accordance with Section 404.

Exceptions:

1. Structures constructed to meet the requirements for the class of ignition-resistant construction specified in Table 503.1 for a nonconforming water supply.
2. Buildings containing only private garages, carports, sheds and agricultural buildings with a floor area of not more than 600 square feet (56 m²).
3. Agricultural buildings constructed for the storage limited to harvested commodities, without electrical or fuel gas services.

404.1 General. Where provided in order to qualify as a conforming water supply for the purpose of Table 503.1 or as required for new subdivisions in accordance with Section 402.1.2, an *approved* water source shall have an adequate water supply for the use of the fire protection service to protect buildings and structures from exterior fire sources or to suppress structure fires within the *wildland-urban interface area* of the jurisdiction in accordance with this section.

Exception: Buildings containing only private garages, carports, sheds and agricultural buildings with a floor area of not more than 600 square feet (56 m²), and agricultural buildings constructed for the storage of harvested crops or agricultural commodities without electrical or fuel gas services.

404.2 Water sources. The point at which a water source is available for use shall be located not more than 1,000 feet (305 m) from the building and be *approved* by the code official. The distance shall be measured along an unobstructed line of travel. Water sources shall comply with the following:

1. Water tanks shall have a minimum usable water volume as determined by the adequate water supply needs in accordance with Section 404.5. Water tanks shall be equipped with an *approved* hydrant. The water level of the water tanks shall be maintained full by; water pumped from a well or water hauled by a tanker to maintain the required water supply. The design, construction, location, water level maintenance, access and access maintenance of water tanks shall be *approved* by the code official. The water tank shall have a dedicated supply for fire suppression. If the tank is to be

used for domestic purposes, the domestic average daily use shall be in addition to the fire suppression gallonage required.

404.3 Draft sites. *Approved* draft sites shall be equipped with an *approved* hydrant. The use, design, construction, location, access and access maintenance of draft sites shall be *approved* by the code official.

404.5 Adequate water supply. Adequate water supply shall be calculated as required in the most current Edition of NFPA 1142 as adopted by the Nevada State Fire Marshal. Prior to calculating the minimum water supply for any structure, the structure shall be surveyed to obtain the following information:

- (1) Occupancy hazard
- (2) Type of construction
- (3) Structure dimensions (length, width, and height)
- (4) Exposures, if any

For new construction, plans shall be submitted to the District for determination of the minimum water supply required before construction is started. See NFPA 1142 Sections 4.2.2 and 4.3.2 for minimum water supply requirements.

Exception: A reduction in required flow rate of 50 percent, as approved by the fire code official, is allowed where the building is provided with an approved automatic sprinkler system.

501.2 Objective. The objective of this chapter is to establish minimum standards to locate, design and construct buildings and structures or portions thereof for the protection of life and property, to resist damage from wildfires, and to mitigate building and structure fires from spreading to wildland fuels.

The minimum standards set forth in this chapter vary with the critical *fire weather*, slope and fuel type to provide increased protection, above the requirements set forth in the *International Building Code* and the *International Residential Code*, from the various levels of hazards.

502.1 General. The fire hazard severity of building sites for all buildings hereafter constructed, modified or relocated into *wildland-urban interface areas* shall be established in accordance with Table 503.1 and the wildfire risk assessment map

<https://nevadaresourcesandwildfireinfo.com/Map/Pro/#whats-your-risk>

Table 503.1 Ignition-Resistant Construction

Table 503.1

IGNITION-RESISTANT CONSTRUCTION ^{a,g}

DEFENSIBLE SPACE ^c	FIRE HAZARD SEVERITY					
	Moderate Hazard		High Hazard		Extreme Hazard	
	Water supply ^d		Water supply ^b		Water supply ^b	
	Conforming ^d	Nonconforming ^e	Conforming ^d	Nonconforming ^e	Conforming ^d	Nonconforming ^e
Nonconforming	IR 2	IR 1	IR 1	IR 1 N.C.	IR 1 N.C.	Not Permitted
Conforming	IR 3	IR 2	IR 2	IR 1	IR 1	IR 1 N.C.
1.5 x Conforming ^f	Not Required	IR 3	IR 3	IR 2	IR 2	IR 1

- a. Access shall be in accordance with Section 403.
- b. Subdivisions shall have a conforming water supply in accordance with Section 402.1. IR 1= Ignition-resistant construction in accordance with Section 504.
IR 2= Ignition-resistant construction in accordance with Section 505. IR 3= Ignition-resistant construction in accordance with Section 506.
N.C.= Exterior walls shall have a fire-resistance rating of not less than 1 hour and the exterior surfaces of such walls shall be noncombustible. Usage of log wall construction is allowed.
- c. Conformance based on Section 603.
- d. Conformance based on Section 404 and EFFPD regulations.
- e. A nonconforming water supply is any water system or source that does not comply with Section 404 and EFFPD regulations, including situations where there is not water supply for structure protection or fire suppression.
- f. A fire protection plan in accordance with the requirements specified in Section 405 shall be submitted for approval by the fire code official.
- g. If required, the fire sprinkler system shall be installed throughout the fire area, including garages.

504.2 Roof covering. Roofs shall have a roof assembly that complies with a Class A rating when tested in accordance with ASTM E108 or UL 790. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends and ridge line shall be firestopped to preclude entry of flames or embers, or have one layer of 72- pound (32.4 kg) mineral-surfaced, nonperforated cap sheet complying with ASTM D3909 installed over the combustible decking. Roof coverings consisting of shakes or shingles made of wood are not approved as part of any Class A roof assembly.

Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry or an exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile or slate installed on noncombustible decks or ferrous, copper or metal sheets installed without a roof deck on noncombustible framing.
3. Class A roof assemblies include minimum 16 oz/sq. ft. (0.0416 kg/m²) copper sheets installed over combustible decks.

504.7.1 Underfloor areas. When the attached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 504.5.

Exception: When approved by the code official, unenclosed underfloor areas are allowed and are to be kept free of all combustible materials.

504.10.1 Vent locations. Attic ventilation openings shall not be located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Ember-resistant gable end and dormer vents shall be located not less than 10 feet (3048 mm) from lot lines. Underfloor ventilation openings shall be located as close to grade as practical.

Exceptions:

1. Listed vents complying with ASTM E2886.
 - a. The Ember Intrusion Test shall have no flaming ignition of the cotton material.
 - b. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test. The maximum temperature of the unexposed side of the vent shall not exceed 662 degrees Fahrenheit (350 degrees Celsius).
2. The fire code official may accept or approve special eave and cornice vents that resist the intrusion of flame and burning embers.

505.2 Roof Covering. Roofs shall have a roof assembly that complies with not less than a Class A rating when tested in accordance with ASTM E108 or UL 790. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends and ridge line shall be fire stopped to preclude entry of flames or embers, or have one layer of 72-pound mineral-surfaced, nonperforated cap sheet complying with ASTM D3909 installed over the combustible decking. Roof coverings consisting of shakes or shingles made of wood are not approved as part of any Class A roof assembly.

505.10.1 Vent locations. Attic ventilation openings shall not be located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Ember-resistant gable end and dormer vents shall be located not less than 10 feet (3048 mm) from lot lines. Underfloor ventilation openings shall be located as close to grade as practical.

Exceptions:

1. Listed vents complying with ASTM E2886.

- a. The Ember Intrusion Test shall have no flaming ignition of the cotton material.
 - b. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test. The maximum temperature of the unexposed side of the vent shall not exceed 662 degrees Fahrenheit (350 degrees Celsius).
2. The fire code official may accept or approve special eave and cornice vents that resist the intrusion of flame and burning embers.

Table 602.1.1 Required Automatic Sprinklers IBC Structures.

**Table 602.1^(a)
(Commercial Structures)**

Required Automatic Sprinklers by Fire Area and Height For A, B, E, F, H, I, M, S and U Occupancies

Sprinklers are required when any one of the listed conditions is met, or when otherwise required by this Code.

Fire Jurisdiction	Fire Area ^(a,b,d,e)	Height ^(c)
East Fork Fire Protection District	≥5000 square feet	> 2 stories

- a. This table is in addition to any other automatic sprinkler requirements in this code.
- b. Fire areas may be separated according to IBC 707.3.10.
- c. Airport towers and open parking garages complying with IBC 406.5 are exempt from this table.
- d. Any addition or remodel that increases the fire area to ≥ 5,000 square feet.
- e. Fire area as defined in the IFC and IBC

Table 602.1.1 Required Automatic Sprinklers IRC Structures.

**Table 602.1.1^(a,b,c,d,e,f)
(Residential Structures)**

Required Automatic Sprinklers by Fire Area and Response Location for Structures Designed and Constructed with the International Residential Code. Sprinklers are required when any one of the listed conditions is met, or when otherwise required by this Code.

Fire Jurisdiction	Fire Flow/Water Source Availability	Type of structure ^(c,d)	Fire Area In square feet ^(e,f)	High Wildland Fire Hazard Classification Area ^e	Building Height
East Fork Fire Protection District	_____	New Existing	≥5,000	All	_____

- a. This table is in addition to any other automatic sprinkler requirements in this code. The use of firewalls and fire barriers shall not be allowed to be used to reduce the size of fire areas.
- b. See section 907.2.10.2.1 for alarm requirements for existing structures.
- c. Accessory structures are exempt from this table for fire sprinklers, but not the IWUIC requirements for construction. Accessory dwellings are not exempt from this table.

- d. Any addition or remodel that increases the fire area to $\geq 5,000$ square feet.
- e. See definitions in the IFC, IBC and IWUIC.
- f. Attached garages within the fire area are required to have fire sprinklers installed.

603.2.1 Responsible party. Persons owning, leasing, controlling, operating or maintaining buildings or structures requiring defensible spaces are responsible for modifying or removing non-fire-resistive vegetation on the property owned, leased or controlled by said person.

603.2.1.1 Adjacent land. Property owners of land that is directly adjacent to property containing buildings or structures requiring defensible space are responsible for modifying or removing non-fire-resistive vegetation on their own property. Nothing in this provision shall be deemed to require an owner of real property to perform any work on land that he or she does not own.

604.4 Trees. Tree crowns extending to within 10 feet (3048 mm) of any structure shall be pruned to maintain a minimum clearance of 10 feet (3048 mm). Tree crowns within the *defensible space* shall be pruned to remove limbs located less than 10 feet (3048 mm) above the ground surface adjacent to the trees.

604.4.1 Chimney clearance. Portions of tree crowns that extend to within 10 feet (3048 mm) of the outlet of a chimney shall be pruned to maintain a minimum clearance of 10 feet (3048 mm).

604.5 Non-combustible area. The area extending from the base of any structure to 5 feet beyond the base of such structure shall be composed entirely of non-combustible material or fire resistive vegetation.

607.1 General. Firewood and combustible material shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. Where required by the code official, storage of firewood and combustible material stored in the *defensible space* shall be located a minimum of 30 feet (9144 mm) from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet (4572 mm).

608.1 General. Stationary emergency and standby power generators required by this code shall be listed in accordance with UL 2200. A permit in accordance with Section 107 shall be required. Plans shall be submitted for review and approval. Plan content shall include:

1. Site plan showing access and proposed location
2. Specification sheets
3. Shut-off location

APPENDIX A GENERAL REQUIRMENTS

Appendix A of the 2018 Edition of the *International Wildland-Urban Interface Code* is adopted in its entirety.

A102.3.1 Support clearance. Persons owning, controlling, operating or maintaining electrical transmission or distribution lines shall have an *approved* program in place that identifies poles or towers with equipment and hardware types that have a history of becoming an ignition source, and provides a combustible free space consisting of a clearing of not less than 20 feet (3048 mm) in each direction from the outer circumference of such pole tower during such periods of time as designated by the code official.

Exception: Lines used exclusively as telephone, telegraph, messenger call, alarm transmission or other lines classed as communication circuits by a public utility.

APPENDIX B VEGETATION MANAGEMENT PLAN

Appendix B is adopted in whole in accordance with 2018 Edition of the International Wildland-Urban Interface Code Section 101.2.1.

B101.1 Scope. Where required, vegetation management plans must be submitted to the code official and the State Forester Fire Warden for review and approval as part of the plans required for a permit.

B101.2 Plan content. Vegetation management plans shall describe all actions that will be taken to prevent a fire from being carried toward or away from the building. A vegetation management plan shall include at least the following information:

1. A copy of the site plan showing the required *defensible space*.
2. Methods and timetables for controlling, changing or modifying areas on the property. Elements of the plan shall include removal of slash, snags, vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels and dead trees, and the thinning of live trees.
3. A plan for maintaining the proposed fuel-reduction measures.

B102 Defensible Space Plans.

B102.1 General. Where required, defensible space plans must be submitted to the code official for review and approval as part of the plans required for a permit.

B102.2 Plan content. A defensible space plan shall include at least the following information:

1. Property boundaries.
2. Current and proposed structures on the property.
3. Location of trees and vegetation taller than 3 feet in height.
4. Individual plant or brush fields 20 square feet or larger in area.
5. Tree drip lines.
6. Roads and driveways accessing the property.

RESOLUTION NO. 2023R-001
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EAST FORK FIRE PROTECTION DISTRICT
TO ESTABLISH REGULATIONS ADOPTING THE 2018 INTERNATIONAL WILDLAND
URBAN INTERFACE CODE AS ADOPTED BY THE NEVADA STATE FIRE MARSHAL'S
DIVISION THROUGH NAC 477 AND AS AMENDED BY THE DISTRICT

WHEREAS, the East Fork Fire Protection District is governed by NRS 474.010 through NRS 474.450; and,

WHEREAS, NRS 474.007 provides that the activities of a County Fire Protection District are separate from county activities and any other political subdivision in this State; and,

WHEREAS, NRS.474 160 general powers and duties, states that the Board of Directors shall manage and conduct the business and affairs of the County Fire Protection District, adopt and enforce all rules and regulations necessary for the administration of the District and for the furnishing of fire protection, thereto, which may include regulations relating to fire prevention; and,

WHEREAS, the Nevada State Fire Marshal's Division has delegated fire and life safety functions to the District through an Interlocal Agreement; and,

WHEREAS, the Interlocal Agreement allows the District to adopt regulations that meet or are more stringent than those model codes adopted under NAC 477, with amendments; and,

WHEREAS, the District has a legal and binding obligation to carry out the delegated authorities granted by the Nevada State Fire Marshal's Division within the boundaries of the District; and,

WHEREAS, the Board desires to adopt the regulations identified as Exhibit A attached hereto, including all amendments thereto; and,

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Fork Fire Protection District hereby adopts regulations adopting the 2018 International Wildland Urban Interface Code as adopted by the Nevada State Fire Marshal Division and Nevada Administrative Code 477 including those approved amendments by the District, effective upon passage.

ADOPTED this

VOTE:

Ayes _____

Nays _____

Absent _____

Jacques Etchegoyhen, President

Board of Directors

East Fork Fire Protection District

Attest:

Holly Megee, Board Clerk

RESOLUTION NO. 2023R-001

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAST FORK FIRE PROTECTION DISTRICT TO ESTABLISH REGULATIONS ADOPTING THE 2018 INTERNATIONAL WILDLAND URBAN INTERFACE CODE AS ADOPTED BY THE NEVADA STATE FIRE MARSHAL'S DIVISION THROUGH NAC 477 AND AS AMENDED BY THE DISTRICT

WHEREAS, the East Fork Fire Protection District is governed by NRS 474.010 through NRS 474.450; and,

WHEREAS, NRS 474.007 provides that the activities of a County Fire Protection District are separate from county activities and any other political subdivision in this State; and,

WHEREAS, NRS.474 160 general powers and duties, states that the Board of Directors shall manage and conduct the business and affairs of the County Fire Protection District, adopt and enforce all rules and regulations necessary for the administration of the District and for the furnishing of fire protection, thereto, which may include regulations relating to fire prevention; and,

WHEREAS, the Nevada State Fire Marshal's Division has delegated fire and life safety functions to the District through an Interlocal Agreement; and,

WHEREAS, the Interlocal Agreement allows the District to adopt regulations that meet or are more stringent than those model codes adopted under NAC 477, with amendments; and,

WHEREAS, the District has a legal and binding obligation to carry out the delegated authorities granted by the Nevada State Fire Marshal's Division within the boundaries of the District; and,

WHEREAS, the Board desires to adopt the regulations identified as Exhibit A attached hereto, including all amendments thereto; and,

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Fork Fire Protection District hereby adopts regulations adopting the 2018 International wildland Urban Interface Code as adopted by the Nevada State Fire Marshal Division and Nevada Administrative Code 477 including those approved amendments by the District, effective upon passage.

The resolution will be presented for adoption before the East Fork Fire Protection District Board of Directors on May 16, 2023. A Public Hearing will be conducted at that time.

Copies of the regulations to be adopted are on file with the Clerk of the Board and are available for public use and examination.

East Fork Fire Protection District
AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action authorizing the Board President to sign the Wildland Fire Protection Program Agreement between the State of Nevada Department of Conservation and Natural Resources/Nevada Division of Forestry and the East Fork Fire Protection District for a two-year period at a cost of \$94,382 for State Fiscal Year 2024 and \$94,382 for State Fiscal Year 2025, not to exceed a total two-year cost of \$188,764. (Tod F.Carlini, District Fire Chief) 10 minutes.

2. **Recommended Motion:** Motion authorizing the Board President to sign the Wildland Fire Protection Program Agreement between the State of Nevada Department of Conservation and Natural Resources/Nevada Division of Forestry and the East Fork Fire Protection District for a two-year period at a cost of \$94,382 for State Fiscal Year 2024 and \$94,382 for State Fiscal Year 2025, not to exceed a total two-year cost of \$188,764.

3. **Funds Available:** Yes **Amount:** \$ 94,382382 per year
\$188,764 (Two years)
Fund Name: Operations **Account Number:** NA

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** May 16, 2023 **Time Required:** 10 minutes

6. **Agenda:** Administrative Agenda

7. **Background Information:** The East Fork Fire Protection District, for the last ten years, has participated in the Nevada Division of Forestry’s Wildland Fire Protection Program. The program and agreement provide access to state forestry resources, hand crews, helicopters, and other ground support, including engines and tenders. The agreement also provides for overhead fire management support. The most important component of the agreement provides that the State of Nevada/Division of Forestry will fund the cost of wildland fire suppression past the first 24-hour period. Over the past eight years, the District has saved over \$4,750,000 in fire suppression costs. The District applied this agreement after the 24,000-acre Bison Fire in 2012 and saved over \$1,000,000 in suppression costs. Most recently, the District saved over \$600,000 related to costs associated with the Numbers Fire in 2020 and over \$1,000,000 in cost due to the 17,000-acre Tamarack Fire in 2021. The agreement serves as an “insurance policy” against large dollar fire suppression costs. The cost to participate is \$91,052, The formula is based on the last eight years of jurisdiction fire costs, acres protected, acres burned, distribution of urban interface areas, and hazard classification risks. While the District’s fire costs continue to increase, the Division of Forestry has reduced its operating budget due to salary savings over the biennium thus resulting in a reduction over the next two years. The District has negotiated with the Division for the housing of a seasonal fire crew at Station 8, and the use of a 2019 Model 34 Type III Engine at Station 7. The Administration recommends approval. Funds have been budgeted for our participation from the General Fund. The agreement is attached as part of the public record.

8. **Reviewed by:**
_____ District Fire Chief _____ Board President
_____ Legal Counsel _____ Other

9. **Board Action:**

_____ Approved
_____ Denied
_____ Other

_____ Approved with Modifications
_____ Deferred

Agenda Item # 8

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Conservation and Natural Resources
Nevada Division of Forestry
2478 Fairview Drive, Carson City, Nevada 89701
Phone (775) 684-2500 – Fax (775) 684-2570

And

East Fork Fire Protection District
1694 County Road
Minden, NV 89423
Phone 775-782-9040

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Nevada Division of Forestry hereinafter set forth are both necessary to FPA and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** “State” means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective July 1, 2023 to June 30, 2025, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: WILDLAND FIRE PROTECTION PROGRAM (WFPP) SCOPE OF WORK

7. CONSIDERATION. Nevada Division of Forestry agrees to provide the services set forth in paragraph (6) at a cost of \$94,382.00 for State Fiscal Year 2024 and \$94,382.00 for State Fiscal Year 2025, not to exceed \$188,764.00 with quarterly installments payable in advance on the first of each quarter, starting July 1 of each fiscal year. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$150 per hour for State employed attorneys and County employed attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the 1st Judicial Court, Carson City, NV for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

Attachment A
WILDLAND FIRE PROTECTION PROGRAM
SCOPE of WORK

I. IDENTIFICATION OF ENTITIES

- A. The State of Nevada Department of Conservation and Natural Resources (hereinafter “DCNR”) which exists pursuant to NRS 232.010(1), and the Nevada Division of Forestry (hereinafter “DIVISION”) which exists pursuant to NRS 232.090(c), are both agencies of the State of Nevada (and are from time to time collectively referred to as “STATE” in this Agreement);
- B. Fire Protection Agency East Fork Fire Protection District, is a political subdivision of the State of Nevada (hereinafter “FPA”)

II. RECITALS

WHEREAS, all signatories to this Agreement are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and;

WHEREAS, the FPA has jurisdictional responsibility for serving its community in many different ways, including wildland fire response, prevention and mitigation.

WHEREAS, the DIVISION and FPAs are required to adhere to NRS 477.030 (1)(a), 477.0306, NAC 477.281(c).

WHEREAS, the DIVISION and the FPA mutually agree to reduce risk from wildland fire to include, but not limited to, fuel reduction, Fire Adapted Nevada program support, equipment, training and supplies.

WHEREAS, the DIVISION has responsibility to supervise or coordinate all forestry and watershed work on state-owned and privately owned lands, including fire control, in Nevada, working with federal agencies, private associations, counties, towns, cities or private persons and;

WHEREAS, the DIVISION may maintain or have access to additional specialized wildfire expertise and suppression resources and;

WHEREAS, wildland fires are defined as unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out;

WHEREAS, it is to the mutual advantage of the DIVISION and the FPA to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators and;

WHEREAS, the DIVISION and the FPA desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands and;

WHEREAS, the DIVISION and the FPA recognize that safe, aggressive initial attack is the best suppression strategy to keep wildland fires small and costs down and;

WHEREAS, the DIVISION recognizes the FPA as the Agency having primary jurisdiction, the DIVISION will participate at an Incident Command Post (ICP) in a primary Wildland Fire Protection Program (hereinafter WFPP) fiscal role. The DIVISION remains available to assist in other Incident Command System (ICS) roles upon request.

WHEREAS, it is understood that the mission and intent of all parties is to quickly suppress wildland fires regardless of jurisdiction and/or ownership, it is mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires and;

WHEREAS, the FPA has requested to participate in the DIVISION WFPP, and the DIVISION is authorized to render wildland fire protection services, including cost reimbursement, to the FPA;

WHEREAS, all terminology herein shall be defined by the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology (hereinafter “NWCG Glossary”);

WHEREAS, all incident business shall be conducted in accordance with the NWCG Standards for Interagency Incident Business Management (hereinafter “SIIBM”);

NOW THEREFORE, in consideration of the above premises, it is agreed between the parties as follows:

III. TERMS

A. Location

The FPA will provide the DIVISION an accurate map of the current jurisdictional boundaries the FPA enrolled in the WFPP.

B. Payment

The DIVISION will assume incident costs consistent with the terms of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement unless deviations from these agreements are authorized by the DIVISION Agency Representative due to the accelerated complexity of the incident. The DIVISION will not pay wildland fire suppression expenses to (or for) the participating FPA jurisdiction in the WFPP without appropriate authorization from the DIVISION and adherence to the agreement herein.

1. Qualifying Expenses

Reasonable and prudent expenses (actual costs, based on established rates on file with the DIVISION by December 31st each year, of the jurisdiction) commensurate with values at risk, for wildland fire suppression and support resources engaged in wildland fire suppression within the FPA jurisdiction, or through a cost-share agreement with Federal Agencies on adjacent or comingled jurisdiction and billed in accordance with the SIIBM. All qualifying expenses must be accompanied by a resource order or WildCAD document. It is the FPA or the cooperators responsibility to obtain properly documented authorizations from the Incident.

The FPA and DIVISION may jointly conduct cooperative actions and share assets to carry out non-suppression activities in support of interagency wildfire management, including but not limited to hazardous fuel reduction, fire adapted community support, training, etc. All non-suppression costs shall be billed and paid in accordance with the terms and conditions of a supplemental project agreement that includes action-specific scope of work, budget, procurement, or other appropriate written documents, executed by the authorized signatories of the involved Parties within their legal authorities.

- The FPA and the DIVISION agree to a 24-hour mutual aid initial attack period (time of incident dispatch) with no cost incurred to either party outside of Assistance by Hire (ABH) resources. ABH resources are aviation assets, hand crews, and contracted equipment.
- The FPA is required to utilize reasonable initial attack suppression forces in their purview prior to requesting ABH resources within the first 24 hours.
- All requests must be processed and recorded through the dispatching systems of the participating agencies and documented on resource orders or corresponding documentation. All responding resources beyond the mutual aid period, between mutual aid agencies, shall be on an ABH basis.
- Mobilization of state and local government task forces which is ordered by NDF on high fire danger threat periods for quick initial attack. The daily actual costs for the apparatus and crew will be covered.
- For any resource request, the FPA may request that either the responding resource or the station backfill be covered. In no case, will both be covered for the same response request.
- Agency overhead personnel costs not specifically assigned to the incident such as a Fire Chief or Agency Administrator/Representative.
- Extended attack resources, ABH, services and supplies with a resource order and Supply number.
- Vehicles, equipment, and apparatus utilizing the established billing rates based on actual operating costs. The FPA must update billing rates in Fire Billing Systems (FBS) annually for the FPA vehicles, equipment, and apparatus or they will be reimbursed at the current listed FBS billing rates available.
- Incident Command Post set-up and operational costs.
- Lodging, meals, and incidentals for incident personnel will be reimbursed at the GSA conus rates established by the city and state of the incident location.
- Transportation to/from the Incident.

- Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-289, Property Loss or Damage Report).
- Aircraft, airport fees, retardant and other fire chemical costs, airbase personnel and associated aviation support required as part of the approved response.
- Agency costs of individuals either assigned to the incident, or station backfill, for salary, benefits, and overtime including premium pay if and when it is earned according to the policies, laws, and rules governing the employees of the FPA. Reimbursement for Personnel costs must utilize the established billing rates based on actual operating costs. All bills will be submitted with time keeping documentation such as an OF-288, crew time report (CTR), or similar documentation that shows hours worked or hours the personnel participated in the incident.
- Only wildfire suppression incidents including preposition or severity events. Any other actions, including non-suppression, will require a supplemental agreement for any exchange of funding or resources.
- Incident Management Team, mobilization, and support cost.
- FPA's liability for Cost Share percentages.
- Additional dispatching support personnel. Cost is reimbursable when requested by a resource order and submitted with time keeping documentation such as an OF-288, CTR, or similar documentation that shows what hours and what incident the personnel have invested in the incident.
- Rental equipment. Will be reimbursed if requested by the incident and noted on the resource order.
- Crew roster changes. Must be initiated by the incident and have a resource order or have documentation from the incident to be eligible for reimbursement.
- Agency owned vehicles (AOV) and rental vehicles utilized to respond or accompany single resource personnel to incidents. Must be approved by the incident and listed on a resource order to be eligible for compensation.
- Fire suppression damage repair.

2. Non-Qualifying Expenses

- Costs incurred following the initial dispatch of any ground resources to the fire for the duration of the initial 24-hour mutual aid period.
- FPA equipment and repair/maintenance costs not associated with wildland fire response or normal wear and tear.
- Individuals and agencies when in "mutual aid" to FPA.
- Administrative fees or indirect costs for items or an expense incurred as part of general management and administrative support of the FPA. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities such as procurement, personnel, accounting, and so forth.
- Non-expendable (non-consumable) accountable property, such as chainsaws, fax machines, and mobile air conditioners.
- Claims and award payments.
- Interest and indemnities payments.

- FPA Burned Area Emergency Rehabilitation (BAER) beyond suppression damage repair.
- Resources demobilized before the end of the mutual aid period.
- Any expense incurred for activities outside of a wildfire incident without a supplemental project agreement, separate agreement, or other appropriate written document, executed by the authorized signatories of the involved Parties within their legal authorities.
- Crew roster changes or rotations of individuals, vehicles, rentals, airfares, and supplies not approved by the incident are not eligible for reimbursement.
- Escaped prescribed burn costs of FPA.

3. Negotiable Expenses

Costs not outlined above may be subject to negotiation between the parties for payment.

The FPA should notify the DIVISION of any questions, issues or situations regarding qualifying expenses that are not clear or require negotiation. The DIVISION will set a meeting to discuss and/or resolve. If the parties are unable to reach a mutually agreeable resolution, either party may refer the matter to the Review Committee (Section K) for further action.

C. Annual Planning Meeting

Annually, representatives of the DIVISION, the FPA, and others deemed necessary, shall meet, and jointly discuss, review, and update as necessary the WFPP, develop an operating plan (OP), and set the FPA's rates for personnel and equipment. The OP will identify, among other things, prioritized hazardous fuel treatment areas, training needs, equipment needs, defensible space activities and personnel responsible for representing the WFPP program interests for cost containment, FMAG data, and cost recovery. All OP's will be signed by March of each year.

The DIVISION will arrange the date and location for the meeting each year.

D. Delegation of Authority

The FPA extends a "blanket" delegation of authority to the DIVISION as the DIVISION performs pre-fire activities in the FPA's jurisdiction as agreed to in the OP. For emergency activities, a formal delegation of authority by the FPA may be created and administered to the DIVISION at the discretion of the FPA.

E. Use of Incident Management Teams

The FPA will notify the DIVISION Regional and State Duty Officers of any wildland fire in their jurisdiction that may require mobilization of an Incident Management Team. The DIVISION, together with the FPA when possible, will participate in unified command role and actively participate as an Agency Administrator/Agency Representative on any Type III, Type II or Type I wildland incident in a WFPP jurisdiction.

F. Organizing, Equipping, and Training

The FPA will cooperate in the training, equipping, and maintaining of wildland firefighting forces in the FPA.

The DIVISION will assist the FPA in the organizing, equipping, and training of FPA and cooperator forces to detect, contain and extinguish wildland fires, as agreed to in the AOP.

G. Wildfire Pre-Suppression

The FPA has authority through this agreement to request assistance by hire and reimburse any other FPA resources for prioritized hazardous fuel reduction projects within the FPA jurisdiction if a supplemental agreement is in place. The Division will assist with hazardous fuels reduction, including treatment plans; State Historic Preservation Office (SHPO) pre-project reviews for potential impacts upon historic properties; Threatened and Endangered (T&E) species occurrences; and other technical services as requested and available. The DIVISION will provide, at the FPA'S request, subject to availability, personnel, and apparatus to assist in Public Wildfire Education Programs, and the DIVISION and the FPA will collaborate on a wildland fire prevention program that includes a common message.

The FPA will provide the DIVISION with a list of subdivisions, infrastructure, businesses, and other critically important community attributes within their jurisdiction for use in development of Fire Management Assistance Grant (FMAG) applications should the need arise.

H. Wildfire Suppression

The DIVISION will provide dispatching/mobilization services and support to local government FPA for mutual aid and wildfire response both state and federal. All hazard and EMAC requests will remain with the Department of Emergency Management.

The FPA under this contract and as identified in the Master Cooperative Wildland Fire Management and the Stafford Act Response Agreement Operating Plan pg. 38 IV Preparedness section 2 Nevada Division of Forestry, has authority to respond Out of Local Jurisdiction within Nevada and Out of State for federal wildland fire response mobilization requests.

The DIVISION and the FPA will utilize the "closest forces" concept for all wildland fire responses. This concept dictates that the closest available, appropriate resources respond to initial attack fires, regardless of jurisdiction, whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "closest forces" concept is modified, and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire. In lieu of established rates, the DIVISION will pay FPA volunteer fire departments \$20 per hour (with a two-hour minimum) per fire engine/tender for wildland fire suppression responses in the FPA.

I. Reporting/Notification

The FPA will notify the DIVISION Regional Duty Officer of any wildland fire in their jurisdiction at time of size up or as soon as reasonably possible.

The FPA will request an FMAG at the earliest sign the incident will grow to a qualifying event and/or into a major disaster. The FMAG request will contain a detailed list of all threatened resources prompting the request.

The FPA will submit a report to DIVISION annually which includes:

- A list of all wildland fires with a duration less than 24 hours that occurred within their jurisdiction for use in annual reporting.
- All hazardous fuel reduction treatments/efforts undertaken in their jurisdiction.
- Any enhancements made to FPA wildland fire suppression capabilities.

J. Prescribed Burning

The DIVISION and the FPA will coordinate technical assistance and the FPA may provide resources if available for prescribed fires and fuels reduction projects. The DIVISION will provide burn resources at the discretion and amount requested of the FPA based upon availability. The DIVISION will only participate on FPA prescribed fires that have approved burn plans per NWCG standards and a supplemental project agreement per the Nevada State Master Cooperative Wildland Fire Management and Stafford Act Response Agreement. Prescribed burning costs are not eligible for reimbursement under the WFPP.

K. Review Committee

The STATE will establish a review committee to adjudicate issues or questions between the DIVISION and the FPA which cannot be resolved informally through the parties. The Director of the Department of Conservation and Natural Resources (DCNR) will request one STATE representative and two individuals from jurisdictions other than where the dispute is occurring to serve on the Committee. The FPA involved must agree to the selected committee. The Committee will meet and discuss the issue and make a non-binding recommendation to the Director of DCNR for a final decision. The use of a Review Committee, however, is not intended to alter or supplant any other remedy either party may have at law.

L. Reimbursement/Payment

The DIVISION will provide reimbursement to the FPA or provide for direct payment of approved costs to Federal Agencies and other vendors.

FPA

1. Billing invoice requirements:
 - a. One incident per invoice;
 - b. Incident name;

- c. Incident start date;
- d. Incident number (State and Federal);
- e. Contact point for questions;
- f. Standard billing documentation: Dispatch Resource Orders, Cost Share Agreements, Transaction Registers, and backup documentation (Resource Order Numbers for all Supplies, Incident Dispatch Log).

The FPA will also develop a Fire Rate Agreement (FRA). The FRA is within the Fire Business System (FBS) and shall be entered and maintained by the DIVISION. The DIVISION office can and will guide the FPA through the process using FBS. The FRA will identify all equipment available for fire assignments, set hourly rates, and identify minimum and standard staffing levels for each piece of equipment. Minimum staffing levels are defined by National Wildfire Coordinating Group (NWCG) standards and National Fire Protection Association standards and the FPA's policies and procedures on initial attack.

All fire bills are consolidated in the Fire Business System (FBS) database for all agencies. Fires are tracked individually per agency and tracked by using fire reports, fire codes, fire names and function codes. For those unique incidents that occur on lands within Nevada some of them may have an out of state designator. (Border fires) These incidents will be addressed individually and may be included in the State consolidation process. The state is responsible for managing consolidated billing in the FBS that includes all agencies and cost share information. Actual costs are tracked by each agency for each incident and added to FBS as costs become available to the respective agencies. Agency costs are subject to audit. The consolidated billing database is verified but may be disputed based on the cost share allocation, severability of costs and actual costs submitted for each fire. FBS will generate a final balance for all parties in the State/Federal Reconciliation Report, thus requiring only one transfer of funds to reconcile the fire season. Any discrepancies or concerns pertaining to individual fires recorded in FBS will be identified, resolved, and handled on a per case basis, beginning with a cost adjudication meeting. During the adjudication meeting, entities that are part of the billing process will meet to discuss the discrepancies or concerns. After resolution of costs, a bill will be issued to the owing party. Post reconciliation adjustments will be resolved, agreed upon, and pursued by all agencies involved, on a case-by-case basis.

The FPA will prepare and submit in the Fire Billing System (FBS) incident billing packages no later than six (6) months from the date the incident is declared out, with the exception of certain FEMA, Civil Cost Recovery and other incidents that warrant specific timetables. The DIVISION reserves the right to return billing packages not meeting the billing invoice requirements outlined above, for correction. Failure to meet these timelines shall not be construed as a release or waiver of claims for reimbursement against the other party. If the six (6)-month timeframe cannot be met, immediate written notification shall be made to the DIVISION Deputy Administrator.

Any FPA that does not utilize the FBS system for billing and the Division completes the billing for the FPA the FPA will be charged an administrative fee of 20%.

For Federal Emergency Management Agency (FEMA) billings, the DIVISION will be the lead agency for all bills to be submitted for the Fire Management Assistance Grant Program

(FMAG). The DIVISION requires estimated bills from the FPA within 30 days of the fire being declared out. The FPA will track resources and costs associated with wildland fires.

M. Cost Share Agreements

The FPA will notify the DIVISION Regional/State Duty Officer, in a timely manner, of any wildland fire in their jurisdiction that may require a cost share agreement. The DIVISION and the FPA will assume an active role in the development of the cost share agreement and must ratify the agreement in order for any expenses incurred through the agreement to qualify under the WFPP.

N. Fire Investigations

PARTIES shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions, to the fullest extent possible. The FPA will request a wildland fire investigator through the resource ordering system for all fires which may warrant cost recovery actions, or is suspicious in nature. The FPA shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands.

O. Cost Recovery

The FPA is responsible to file cost recovery actions on trespass fires when feasible, or the DIVISION may not cover the cost of the fire for the FPA. The DIVISION has the ability to seek cost recovery actions on known human caused fires, if the FPA has filed for cost recovery. To the extent permitted by State law, the FPA will provide investigation files relative to the fire to the DIVISION.

Third Party Cost Recovery: In responding to and suppressing a wildland fire, the agency that has the land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire ignited) is considered the “lead” agency. Other agencies, which provide fire protection or perform other fire related services, are considered “cooperating agencies.” The lead agency is responsible for determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire. The cooperating agency law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments. Consequently, at the outset of the investigation, the lead agency must invite federal enforcement personnel or other appropriate fire investigation personnel to work jointly with the lead agency to determine the fire cause and origin and determine whether the fire was human and negligently caused. Should the lead agency choose not to investigate, and/or the fire originates on private lands, the lead agency must invite federal law enforcement officers to investigate the fire.

Cost Recovery: Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The Authorized Representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Agency may

independently pursue civil actions against individuals to recover suppression costs and damages. In the cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Agency taking reciprocal action.

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to allow the District Administration to exceed the maximum approved position roster for Firefighter/EMT, Firefighter/EMT Advanced, and/or Firefighter/Paramedic by one qualified full-time equivalent (FTE) position not to exceed 40 shifts from time of appointment and at a total cost allocation not to exceed \$35,000. (Tod F. Carlini, District Fire Chief) 10 minutes.
2. **Recommended Motion:** Motion to allow the District Administration to exceed the maximum approved position roster for Firefighter/EMT, Firefighter/EMT Advanced, and/or Firefighter/Paramedic by one qualified FTE position not to exceed 40 shifts from time of appointment and at a total cost allocation not to exceed \$35,000.
3. **Funds Available:** Yes **Amount:** \$35,000
Fund Name: Suppression **Account Number:** Several
4. **Prepared by:** Tod F. Carlini, District Fire Chief
5. **Meeting Date:** May 16, 2023 **Time Required:** 10 minutes
6. **Agenda:** Administrative Agenda
7. **Background Information:** The District Administration is seeking permission to exceed the maximum approved position roster for Firefighter/EMT, Firefighter/EMT Advanced, and/or Firefighter/Paramedic by one qualified FTE position not to exceed 40 shifts from time of appointment and at a total cost allocation not to exceed \$35,000. The position being requested will allow the District some flexibility with other potential retirements and/or line of duty injury issues creating long-term vacancies. Funding for this request will be funded with next year's budget. The additional position will also allow the District to increase its off-district response capability by one position, under our current 10-person limitation. The benefit to the employee selected will be significant. The Labor Association has been contacted regarding the possible action and as required in the CBA, as this action would have an impact on overtime potential for a certain number of approved positions. This action may also have a positive impact should the District receive and accept a 2023 SAFER Grant Award. The Administration recommends approval.
8. **Reviewed by:**
_____ District Fire Chief _____ Board President
_____ Legal Counsel _____ Other
9. **Board Action:**
_____ Approved _____ Approved with Modifications
_____ Denied _____ Deferred
_____ Other

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve an Executive Program Manager position, who will be responsible for the overall NV Energy Program, District buildings/facilities, fleet maintenance, Support Services, Logistics and Procurements, Construction, and other related programs. The proposed annual salary range is \$82,902 to \$101,538 and is funded 60% by NV Energy (NVE) and 40% by the District. (Lisa Owen, Director of Administrative Services) 15 minutes.
2. **Recommended Motion:** Motion to approve an Executive Program Manager position, who will be responsible for the overall NV Energy Program, District buildings/facilities, fleet maintenance, Support Services, Logistics and Procurements, Construction, and other related programs. The proposed annual salary range is \$82,902 to \$101,538 and is funded 60% by NV Energy (NVE) and 40% by the District.
3. **Funds Available:** Yes **Amount:** \$49,741 to \$60,922 (NVE – 60%)
\$33,160 to \$40,615 (EFFPD – 40%)
Fund Name: Wages and Benefits **Account Number:** N/A
4. **Prepared by:** Lisa Owen, Director of Administrative Services
5. **Meeting Date:** May 16, 2023 **Time Required:** 15 minutes
6. **Agenda:** Administrative Agenda
7. **Background Information:** With the growth the District has seen internally, keeping up on all the support and logistics is taxing on the current administrative staff. This is especially true as it relates to the management of the fuels crew staff, fuels reduction programs, vehicle and facility maintenance, and other time-consuming programs and projects. While a considerable amount of work has been delegated to the Battalion Chiefs, their work schedule does not allow for certain efficiencies and consistencies that are necessary and the day-to-day supervision of subordinate staff in both Vehicle Maintenance and Support Services.

An Executive Program Manager would be responsible for the overall NV Energy Program, staff and projects, and would be the single contact source for NV Energy. Additionally, the position would oversee apparatus orders and specifications, as well as serve as a coordinating point for the Volunteer Programs.

While some time is saved with the loss of Emergency Management, the need for such a position still exists. Much of the facility-related projects currently fall under the Prevention Bureau's Area of Responsibility. With the adoption of the District Fire Code Regulations, and potentially the WUI Code, the Prevention Bureau staff is expected to see a significant uptick relative to inspections and other related responsibilities, leaving little time to continue to manage facilities and support services in an efficient manner.

The proposed NV Energy (NVE) Contract requires that the District provide a position to serve as the single contact point for the NVE program. In addition to this position being jointly funded by NVE at 60%, the District anticipates additional savings in the day-to-day costs with vehicle maintenance and support services with single-point supervision and oversight.

This position is included in the FY 23/24 budget. With the Board's approval, recruitment efforts will begin immediately with a goal of filling this position by July 1, 2023.

8. **Reviewed by:**
_____ District Fire Chief _____ Board President
_____ Legal Counsel _____ Other

9. **Board Action:**
_____ Approved _____ Approved with Modifications
_____ Denied _____ Deferred
_____ Other

Agenda Item # 10

**EAST FORK FIRE PROTECTION DISTRICT
JOB DESCRIPTION**



JOB TITLE:	Executive Program Manager	FLSA:	Exempt
DIVISION:	Administrative	APPROVED:	
REPORTS TO:	District Fire Chief	REVISED:	

POSITION SUMMARY:

Responsible for planning, coordinating, organizing and managing the functions, activities and staff engaged in the maintenance, operation and repair of District buildings/facilities, vehicle and fleet maintenance.

Manages and serves as a single point of coordination for the fuels crew staff and related fuels reduction program funded under contract with NV Energy. The Executive Program Manager oversees and directs all aspects of applicable budgeting, planning, development, implementation and evaluation of vehicle maintenance, fuels management programs, facility maintenance, and other logistical tasks as assigned by the District Fire Chief. This position reports directly to the District Fire Chief and serves as a member of the Executive Staff.

ESSENTIAL FUNCTIONS:

- Provides program management and supervision of the District's Fuels Management Program and serves as a single point of coordination with NV Energy staff.
- Responsible for bidding of projects, overseeing contractors, working with and educating the public
- Prepares budget and management reporting as it relates to the NV Energy Fuels Management Program.
- Prioritizes and schedules timely maintenance and repairs of District buildings, building systems, and small tools and equipment.
- Assists with a variety of District construction projects, facility repairs, maintenance and operational activities; inspects projects in the field to confirm conformance to specifications and contracts.
- Manages the District's fleet services functions to include vehicle repair shop, equipment/vehicle parts warehouse, reviewing technical specifications for equipment acquisition or replacement, and a fleet that consists of fire apparatus, and other District related vehicles and equipment.
- Manages the Support Service function and personnel responsible for supply orders and delivery; ensures adequate supplies are on hand to meet operational need.
- Prepares specifications, bids, contracts, and coordinates inspections related to the purchase of apparatus, support vehicles, and special equipment used by the District.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

- Prepares and oversees the design, specifications, bids, contracts, and project management related to the construction of the District's facilities and capital improvement projects.
- Participates in meetings with officials and community groups; may serve on committees to address safety and other -related issues/operations; may present oral presentations.
- Develops and implements goals, objectives, policies, procedures, and work standards for assigned areas/programs; assists in coordinating the preparation and administration of the annual budget in assigned areas of responsibility
- Plans, organizes, administers, reviews, and evaluates the activities of staff directly and through subordinate managers and supervisors if applicable.
- Provides/approves discipline, hiring, and promotions for subordinate staff.
- Attends and/or makes presentations at board meetings, interagency, committee, and other meetings and conferences.
- Works collaboratively with labor representatives, Executive Staff and Human Resources to reach decisions and negotiate outcomes.
- Assists in recruitment efforts of assigned positions.
- Conducts analytical studies; develops and reviews reports of findings, alternatives and recommendations; directs the maintenance of accurate records and files.
- Responsible for safeguarding District assets.
- May respond to emergency scenes in a limited capacity to oversee and provide support to logistical functions within the Incident Command System.
- Contributes to the overall quality of the District's service provision by developing and coordinating work teams, and by reviewing and recommending improved policies and procedures.
- Represents the District with dignity, integrity, and a spirit of cooperation in all relationships with the community and professional organizations, other fire agencies, state agencies and offices, federal agencies, and other service organizations.
- Other duties as assigned.

Note: Duties listed are not all inclusive of the duties to be performed.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Five (5) years of program and administrative experience, three (3) years of which are in a supervisory/managerial role in program management to include fleet management, facilities maintenance, logistics, purchasing, construction management. fuels reduction team/programs, and/or an equivalent combination of education, training and experience as determined by the District Fire Chief.

Preferred Education and Experience:

Bachelor's or Associates degree in business administration, or a closely related field, and three (3) years of finance, budget, and supervisory experience at an executive level is preferred.

Required Knowledge and Skills

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and the management of employees through multiple levels of supervision.
- Principles and practices of developing teams, motivating employees, and managing in a team environment.
- Ability to become familiar with bidding and procurement laws in the State of Nevada.
- Principles and practices of budget development and administration.
- Applicable laws, ordinances, rules, and regulations.
- Correct business English, including spelling, grammar and punctuation.
- Computer applications involving word processing, data entry and/or standard report generation.
- Standard office practices and procedures, including filing and the operation of standard office equipment.
- Business letter writing and the standard format for typed materials
- Fire line and incident command terminology.

Skill in:

- Practices and procedures of warehousing, purchasing, pricing, discounts, inventory control, and auditing.
- Occupational hazards and standard safety practices
- Safe operations of a variety of equipment, including radios, pallet jacks, light trucks, utility vehicles, off-highway vehicles, and small equipment.
- Work independently with minimal supervision with initiative and judgment within established guidelines
- Administering programs and staff through subordinate supervision in applicable.
- Training others in policies and procedures related to the work.
- Developing and implementing goals, objectives, policies, procedures, and work standards.
- Developing effective work teams and motivating individuals to meet goals and objectives and provide customer services in the most cost effective and efficient manner.
- Interpreting, applying and explaining complex federal, state, and local laws related to the areas of responsibility.
- Preparing clear and concise reports, correspondence, and other written materials.
- Using initiative and independent judgment within general policy guidelines.
- Construction and project management

- Preparing RFP and bid documents as necessary in compliance with all applicable laws and regulations.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Valid Class B or C driver's license required at time of application. F endorsement required within 12 months of employment.
- Must obtain within six (6) months of hire: ICS100, ICS200, ICS700 and ICS800.

PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in both an office and field setting and use standard office equipment, vision to read printed materials and a computer screen, and hearing and speech to communicate in person or over the telephone. Strength and agility to exert up to 75 pounds of force; ability to stand, walk, crawl, kneel, stoop, balance, climb to height of 20 feet; work is subject to performance under adverse environmental conditions, traffic conditions, fumes, dust, noxious odors, intense noise, hazardous chemicals/solvents and electrical currents.

CONDITIONS OF EMPLOYMENT:

1. *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*
2. *New employees are required to submit to a fingerprint-based background investigation and a drug/alcohol screen. Employment is contingent upon passing the background and the drug/alcohol screen.*
3. *EFFPD participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS, with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made.*
4. *I understand that all offers of employment will be in writing.*

I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.

PRINT NAME: _____

SIGNATURE: _____ **DATE:** _____

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action on the adoption of Resolution 2023R-002, which establishes an incident reimbursement rate schedule for the East Fork Fire Protection District effective May 16, 2023. (Kathy Lewis, CPA, CFO/Director of Finance) 10 minutes.

2. **Recommended Motion:** Motion to approve the Resolution 2023R-002, which establishes an Incident Rate Schedule for the East Fork Fire Protection District effective May 16, 2023.

3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** May 16, 2023 **Time Required:** 10 minutes

6. **Agenda:** Administrative Agenda

7. **Background Information:** These rates are used with our various mutual aid agreements and annual operating plans with other local, state and federal government agencies to provide emergency assistance during all types of emergency incidents including, but not limited to, wildland fires and hazardous materials incidents. If a mutual aid agreement allows for reimbursement, a rate schedule is provided for the reimbursement of costs. This resolution will provide a uniform schedule of reimbursement rates for East Fork Fire Protection District to apply and incorporate within these agreements and annual operating plans. The hourly salary of individuals is specified and includes workers compensation and unemployment service so that East Fork Fire can recoup incurred costs. The adoption of a rate schedule with the surrounding jurisdictions is customary. The adoption of these rates will ensure that a standard and consistent rate is fairly applied in all cases and that up-to-date costs of both personnel and equipment are maintained.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

RESOLUTION NUMBER 2023R-002
ESTABLISHING AN INCIDENT REIMBURSEMENT RATE SCHEDULE FOR
THE EAST FORK FIRE PROTECTION DISTRICT

WHEREAS, the East Fork Fire Protection District routinely enters into mutual aid agreements and annual operating plans with local, state and federal agencies for the preservation of life, property, and the protection of the environment;

WHEREAS, each of these mutual aid agreements and/or operating plans include a rate schedule;

WHEREAS, an annual and up-to-date rate schedule is appropriate to recover incident response costs using rates that will ensure that a standard, consistent rate is uniformly applied.

NOW, THEREFORE, BE IT RESOLVED by the East Fork Fire Protection District Board of Directors for the East Fork Fire Protection District that the attached incident reimbursement rate schedules are effective May 16, 2023 until replaced.

ADOPTED this 16th day of May 2023

VOTE:

Ayes _____

Nays _____

Absent _____

Jacques Etchegoyhen, President
Board of Directors
East Fork Fire Protection District

Attest:

Holly Megee, Board Clerk

East Fork Fire Protection District

Incident Rate Schedule

Effective May 16, 2023

Equipment

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/ Shift Ticket. Includes maintenance unless incident caused)

ICS Kind	Type	Hourly Rate
Engine	Type 1 - 2	\$330 + Current IRS Mileage Rate
Engine	Type 3	\$300 + Current IRS Mileage Rate
Engine	Type 5	\$275 + Current IRS Mileage Rate
Engine	Patrol	\$150 + Current IRS Mileage Rate
Water Tender	Tactical	\$185 + Current IRS Mileage Rate
Water Tender	Supply	\$205 + Current IRS Mileage Rate
Rescue	Ambulance	\$145 + Current IRS Mileage Rate
Squad	Heavy Rescue	\$185 + Current IRS Mileage Rate
Truck	Aerial Ladder	\$350 + Current IRS Mileage Rate
Haz Mat Unit	Level III	\$250 + Current IRS Mileage Rate
Line Medic Bag	Bag that includes AED and Medic Supplies to perform as a paramedic at an incident	\$330 daily
Laptop/Cell Phone Usage	Usage fee for personnel to access laptops/cell phones to perform job functions at an incident	\$25 daily

Personnel

Personnel responding to an incident on an Overhead resource order ("O" civilian staff number) will be billed on a portal to portal basis. Personnel costs will be actual costs by personnel responding and will be consistent with current labor agreements and MOU's as approved by the East Fork Board of Directors.

Position	Hourly Rate
Volunteer Firefighter (Billable rate based on Worker's Compensation deemed wage)	\$ 25.00
Non-Sworn Civilian staff	\$ 50.39
Director of Finance	\$ 79.65
Director of Administrative Services	\$ 117.64
Executive Administrative	\$ 104.30
Inspector	\$ 79.65
Master Mechanic	\$ 72.05
Fuels Management Squad Boss	\$ 61.02
Fuels Management Crew Member	\$ 55.41
Seasonal Fuels/Fire Crew Member	\$ 26.94
Firefighter	\$ 80.55
Engineer	\$ 91.28
Captain	\$ 106.63
Battalion Chief	\$ 137.08
Deputy Chief	\$ 140.10
District Fire Chief	\$ 166.61

Rates include salary and benefits of the position. Volunteer firefighters will be billed upon their current deemed wage from the State of Nevada for workers compensation payments. The billed rates will be at the actual cost at time of incident and may be different than the rate quoted in this document.

Vehicles

Vehicles used by overhead personnel will be billed on a daily rate (calendar rate) as shown below. Portions of one day will count as a full day.

Vehicle	Hourly Rate
Pickup, SUV or Utility	\$100 + Current IRS Mileage Rate
Command Vehicle	\$110 + Current IRS Mileage Rate
Mechanic Vehicle	\$125 + Current IRS Mileage Rate
Trailer (Rehabilitation, GIS or Incident Command)	\$195

RESOLUTION NUMBER 2023R-003
ESTABLISHING A RESTITUTION RATE SCHEDULE FOR THE EAST FORK FIRE PROTECTION DISTRICT

WHEREAS, the East Fork Fire Protection District responds to all-hazard incidents for the preservation of life, property, and the protection of the environment, and;

WHEREAS, the East Fork Fire Protection District is able to, as allowed by Nevada law and/or Douglas County Code, seek restitution for response to all-hazard incidents. This is possible in both criminal and civil proceedings for incident types, such as hazardous material, illegal burns, as well as other incident types.

NOW, THEREFORE, BE IT RESOLVED by the East Fork Fire Protection District Board of Directors for the East Fork Fire Protection District that the attached restitution reimbursement schedule is effective May 16, 2023 until replaced.

ADOPTED this 16th day of May 2023

VOTE:

Ayes _____

Nays _____

Absent _____

Jacques Etchegoyhen, President
Board of Directors
East Fork Fire Protection District

Attest:

Holly Megee, Board Clerk

**East Fork Fire Protection District
Restitution Rate Schedule
Effective May 16, 2023**

Equipment

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/ Shift Ticket. Includes maintenance unless incident caused)

ICS Kind	Type	Hourly Rate
Engine	Type 1 - 2	\$330 + Current IRS Mileage Rate
Engine	Type 3	\$300 + Current IRS Mileage Rate
Engine	Type 5	\$275 + Current IRS Mileage Rate
Engine	Patrol	\$150 + Current IRS Mileage Rate
Water Tender	Tactical	\$185 + Current IRS Mileage Rate
Water Tender	Supply	\$205 + Current IRS Mileage Rate
Rescue	Ambulance	\$145 + Current IRS Mileage Rate
Squad	Heavy Rescue	\$185 + Current IRS Mileage Rate
Truck	Aerial Ladder	\$350 + Current IRS Mileage Rate
Haz Mat Unit	Level III	\$250 + Current IRS Mileage Rate
Line Medic Bag	Bag that includes AED and Medic Supplies to perform as a paramedic at an incident	\$330 daily
Laptop/Cell Phone Usage	Usage fee for personnel to access laptops/cell phones to perform job functions at an incident	\$25 daily

Personnel

Personnel responding to an incident on an Overhead resource order ("O" civilian staff number) will be billed on a portal to portal basis. Personnel costs will be actual costs by personnel responding and will be consistent with current labor agreements and MOU's as approved by the East Fork Board of Directors.

Position	Hourly Rate
Volunteer Firefighter (Billable rate based on Worker's Compensation deemed wage)	\$ 25.00
Non-Sworn Civilian staff	\$ 50.39
Director of Finance	\$ 79.65
Director of Administrative Services	\$ 117.64
Executive Administrative	\$ 104.30
Inspector	\$ 79.65
Master Mechanic	\$ 72.05
Fuels Management Squad Boss	\$ 61.02
Fuels Management Crew Member	\$ 55.41
Seasonal Fuels/Fire Crew Member	\$ 26.94
Firefighter	\$ 80.55
Engineer	\$ 91.28
Captain	\$ 106.63
Battalion Chief	\$ 137.08
Deputy Chief	\$ 140.10
District Fire Chief	\$ 166.61

Rates include salary and benefits of the position. Volunteer firefighters will be billed upon their current deemed wage from the State of Nevada for workers compensation payments. The billed rates will be at the actual cost at time of incident and may be different than the rate quoted in this document.

Vehicles

Vehicles used by overhead personnel will be billed on a daily rate (calendar rate) as shown below. Portions of one day will count as a full day.

Vehicle	Hourly Rate
Pickup, SUV or Utility	\$100 + Current IRS Mileage Rate
Command Vehicle	\$110 + Current IRS Mileage Rate
Mechanic Vehicle	\$125 + Current IRS Mileage Rate
Trailer (Rehabilitation, GIS or Incident Command)	\$195

Restitution rates are a combination of equipment rates and personnel costs

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Public Hearing, discussion and possible action to adopt and approve the District’s Final Budget for Fiscal Year 2023-2024 in the amount of \$26,711,587, which includes all funds and reserves, and all matters related thereto. (Tod F. Carlini, District Fire Chief) 30 minutes.

2. **Recommended Motion:** Motion to adopt and approve the District’s Final Budget for Fiscal Year 2023-2024 in the amount of \$26,711,587 which includes all funds and reserves and all matters related thereto.

3. **Financial Impact:** Various **Amount:** \$26,711,587

Fund Name: General and Emergency Funds **Account Number:** Various

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** May 16, 2023 **Time Required:** 30 minutes

6. **Agenda:** Administrative Agenda

7. **Background Information:** This is the public hearing on the FY 2023-2024 adoption of the Final Budget for the East Fork Fire Protection District. The District Board of Directors is required to hold a budget hearing in accordance with NRS 354.596. A public notice was published on May 03, 2023. This meeting may contain an overview of the budget development process and may include specific discussions on any of the following funds: General Operations Fund and Emergency Fund. The budget includes the costs of all contract and non-contract wages, benefits, adjustments, step movements, and benefits. The budget also includes capital improvements and acquisitions of equipment, apparatus, and facility improvements.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

EAST FORK FIRE PROTECTION DISTRICT

BUDGET HEARING And FINAL BUDGET FISCAL YEAR 2023/24

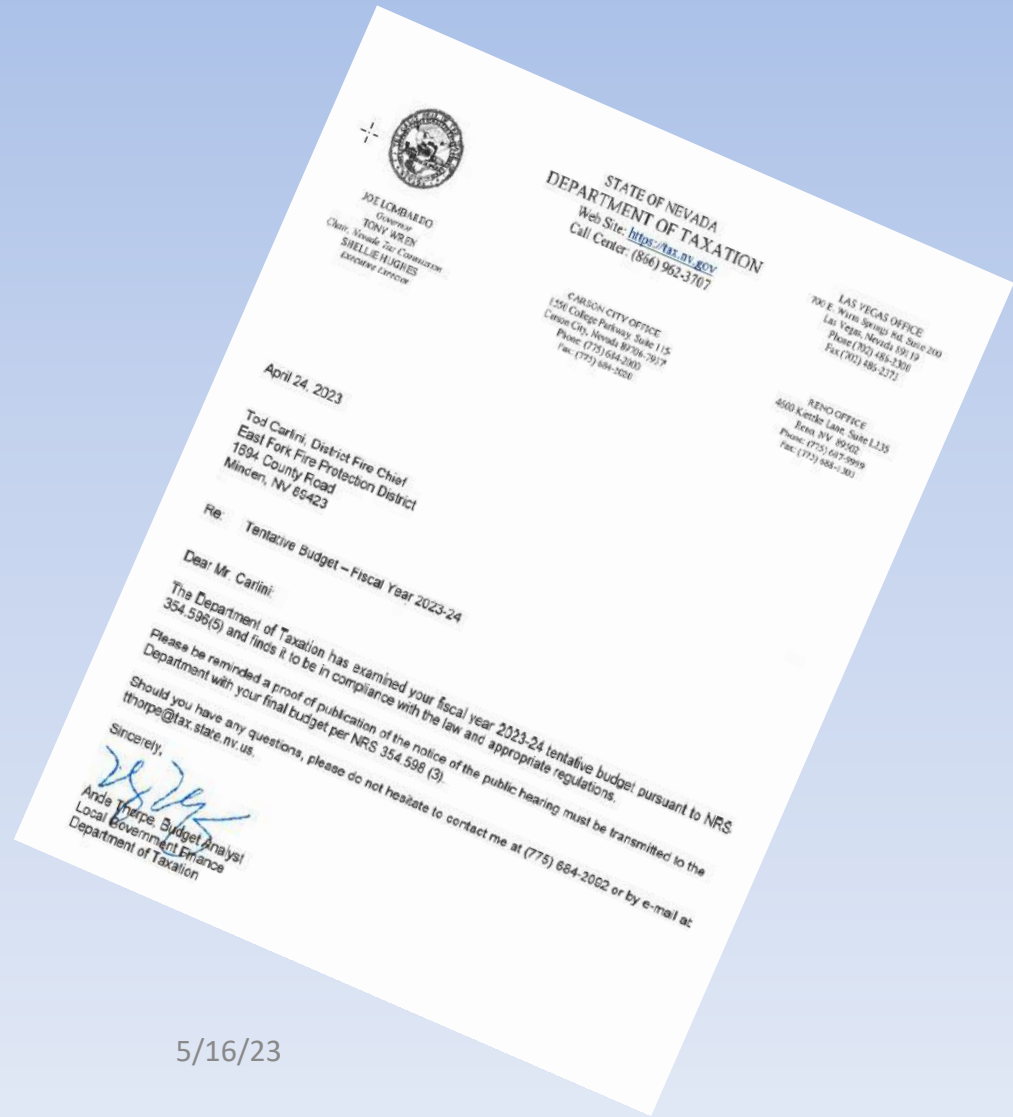
May 16, 2023



Budget Hearing

- NRS 354.596(4), requires a public budget hearing for the FY2023/24 Budget.
- We will review/discuss:
 - Changes to the tentative budget
 - Highlights of the FY2023/24 Budget
 - Cautions for FY2023/24 Budget
- The changes are outlined in the Board Packet with the detailed budget, budget notes and budget prepared on State approved forms.

State Department of Taxation Approval of Tentative Budget



Changes in Revenue from Tentative Budget

Changes in Revenue	
True up of Property Tax to State Projection	(13,714)
Nevada Energy Budget Changes (purchase of capital this fiscal year and keeping staffing same for FY23/24)	(244,818)
Budget for Water Initiative Fee Collection to offset Water Tender Purchase	100,000
Budget for EMPG grant payment for Salaries in FY23/24	42,708
Changes in Opening Fund balance to carryforward FY23/24 budget for such things as funds for paramedic school and water initiative fees collected.	41,403
Total Change in Revenue	(74,421)

Changes in Expenditures from Tentative Budget

Changes in Expenditures	
Salary and Benefits changed due to known contract costs and projected Worker's Compensation cost as currently provided under PACT and subject to change pending provider selection in June	\$327,467
Minor Services and Supply net decreases	(21,754)
Update in Capital Expenditures per CIP	560,000
Change in 1.5% Contingency Balance	(1,630)
Changes in NVE Budget per proposed Contract (Capital Equipment purchased this year and keeping staff the same for FY23/24)	(450,144)
Total Change in Expenditures	\$413,939

FY23/24 Budget Highlights

- Funded \$1,550,000 in Capital Projects/Outlay
- Funding Personnel based on negotiated contract (Pending approvals)
- Funded an Executive Program Manager based on a 60/40 distribution (60% NVE /40% EFFPD)
- Funded an Office Specialist I position at mid-year with partial funding from NVE administrative fee increase
- Maintain 1.5% Contingency Allocation
- Maintain 12.5% Ending Fund Balance

Potential Impacts

- Worker's Compensation provider selection
 - June Board Meeting
- Federal Medicare/Medicaid Reimbursements
- GEMT Reimbursement Changes
- State Consolidated Tax performance
- Possible recession based economic impacts

Contingency and Ending Fund Balances

Total Contingency Funding (1.50%)

\$322,224

Ending Fund Balance

\$2,685,204 (12.50%)

Total Final Budget FY23/24
\$26,711,587

General Fund:	\$26,385,204
Emergency Fund:	\$326,431

Next Steps

- ~~• March 25th – Final Property Tax Projections released~~
- ~~• April 15th – Tentative Budget Submitted to State~~
- ~~• April 18th – Presentation and approval of CIP, review of any budget changes~~
- **May 16th – Public Hearing, Presentation and approval of Final Budget**
- June 1st – Final Budget submitted to State
- July 1st – New Fiscal Year Begins

Questions



East Fork Fire Protection District

FY 23-24 Final Budget

Final Budget

TABLE OF CONTENTS

Budget Summary - All Funds	3-4
Fund 650 - General Fund	
Revenue	5-6
Expenditures	
Administration (Dept 231)	7-9
Prevention (Dept 232)	10
Training (Dept 235)	11
Suppression (Dept 251)	12-17
NVE Fuels Mgmt Program (Dept 263)	18-19
Debt Service (Dept 297)	20
Fund 651 Emergency Fund	21

East Fork Fire
Budget Summary
 FY 2023-24

	2022/23 Budget		2023/24 Budget		Change									
	Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended Vs. Tentative		Tentative vs Adopted		Adopted vs. Final Adopted		PY Amended vs. Final Adopted	
FUND 650 - EAST FORK FIRE GENERAL OPERATIONS														
Operating Revenues														
Ad Valorem Taxes	10,937,439	10,937,439	11,834,105	11,820,391	896,666	8.2%	896,666	8.2%	(13,714)	-0.1%	882,952	8.1%	882,952	8.1%
Intergovernmental	4,251,660	4,584,266	4,017,270	4,059,978	(234,390)	-5.5%	(566,996)	-12.4%	42,708	1.0%	(191,682)	-4.5%	(524,288)	-11.4%
Charges For Service	5,914,908	6,699,797	6,586,206	6,405,620	671,298	11.3%	(113,591)	-1.7%	(180,586)	-3.1%	490,712	8.3%	(294,177)	-4.4%
Miscellaneous Revenue	26,367	26,367	113,564	113,564	87,197	330.7%	87,197	330.7%	-	0.0%	87,197	330.7%	87,197	330.7%
Total Operating Revenues	21,130,374	22,247,869	22,551,145	22,399,553	1,420,771	6.7%	303,276	1.4%	(151,592)	-0.7%	1,269,179	6.0%	151,684	0.7%
Other Financing Sources	20,000	20,000	10,000	10,000	(10,000)	-50.0%	(10,000)	-50.0%	-	0.0%	(10,000)	-50.0%	(10,000)	-50.0%
Total Revenues/Other Sources	21,150,374	22,267,869	22,561,145	22,409,553	1,410,771	6.7%	293,276	1.3%	(151,592)	-0.7%	1,259,179	6.0%	141,684	0.6%
Opening Fund Balance/Reserves	3,895,304	4,483,713	3,934,200	3,975,603	38,896	1.0%	(549,513)	-12.3%	41,403	1.1%	80,299	2.1%	(508,110)	-11.3%
Total Resources	25,045,678	26,751,582	26,495,345	26,385,156	1,449,667	5.8%	(256,237)	-1.0%	(110,189)	-0.4%	1,339,478	5.3%	(366,426)	-1.4%
Operating Expenditures														
Salaries & Wages	10,800,004	11,338,618	11,092,642	11,240,798	292,638	2.7%	(245,976)	-2.2%	148,156	1.4%	440,794	4.1%	(97,820)	-0.9%
Employee Benefits	7,185,601	7,194,001	8,156,417	7,921,352	970,816	13.5%	962,416	13.4%	(235,065)	-3.3%	735,751	10.2%	727,351	10.1%
Service & Supplies	2,437,809	2,822,193	2,341,232	2,319,478	(96,577)	-4.0%	(480,961)	-17.0%	(21,754)	-0.9%	(118,331)	-4.9%	(502,715)	-17.8%
Total Operating Expenditures	20,423,414	21,354,812	21,590,291	21,481,628	1,166,877	5.7%	235,479	1.1%	(108,663)	-0.5%	1,058,214	5.2%	126,816	0.6%
Other														
Debt Service	301,314	449,314	296,100	296,100	(5,214)	-1.7%	(153,214)	-34.1%	-	0.0%	(5,214)	-1.7%	(153,214)	-34.1%
Capital Projects and Outlay	1,461,750	1,593,709	990,000	1,550,000	(471,750)	-32.3%	(603,709)	-37.9%	560,000	38.3%	88,250	6.0%	(43,709)	-2.7%
Transfer out to Emergency Fund		25,000	-	-	-	0.0%	(25,000)	-100.0%	-	0.0%	-	0.0%	(25,000)	-100.0%
Contingency	306,351	425,898	323,854	322,224	17,503	5.7%	(102,044)	-24.0%	(1,630)	-0.5%	15,873	5.2%	(103,674)	-24.3%
Total Other	2,069,415	2,493,921	1,609,954	2,168,324	(459,461)	-22.2%	(883,967)	-35.4%	558,370	27.0%	98,909	4.8%	(325,597)	-13.1%
rHRA Reserve	50,000	50,000	50,000	50,000	-	0.0%	-	0.0%	(50,000)	-100.0%				
Ending Fund Balance	2,502,846	2,852,849	3,245,100	2,685,204	742,254	29.7%	392,251	13.7%	(559,896)	-22.4%	182,358	7.3%	(167,646)	-5.9%
Total Requirements	24,995,675	26,751,582	26,495,345	26,385,156	1,499,670	6.00%	(256,237)	-0.96%	(110,189)	-0.4%	1,389,481	5.6%	(366,426)	-1.4%
Contingency %	1.50%	1.99%	1.50%	1.50%										
Ending Fund Balance %	12.25%	13.36%	15.03%	12.50%										
FUND 651 - EMERGENCY FUND	300,843	326,431	326,431	326,431	25,588	8.5%	-	0.0%	-	-	25,588	0	-	-

East Fork Fire
Budget Summary
 FY 2023-24

	2022/23 Budget		2023/24 Budget		Change									
	Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended Vs. Tentative		Tentative vs Adopted		Adopted vs. Final Adopted		PY Amended vs. Final Adopted	
TOTAL ALL FUNDS	25,296,518	27,078,013	26,821,776	26,711,587	1,525,258	6.0%	(256,237)	-0.9%	(110,189)	-0.4%	1,415,069	5.6%	(366,426)	-1.4%
Total Expenditures By Department														
Administration (Dept. 231)	16,994,204	17,456,060	17,683,327	17,916,605	689,123	4.1%	227,267	1.3%	233,278	1.4%	922,401	5.4%	460,545	2.6%
Prevention (Dept. 232)	28,128	28,128	18,547	18,547	(9,581)	-34.1%	(9,581)	-34.1%	-	0.0%	(9,581)	-34.1%	(9,581)	-34.1%
Training (Dept. 235)	97,200	103,988	107,590	118,885	10,390	10.7%	3,602	3.5%	11,295	11.6%	21,685	22.3%	14,897	14.3%
Suppression (Dept. 251)	3,196,576	3,688,631	2,930,592	3,457,543	(265,984)	-8.3%	(758,039)	-20.6%	526,951	16.5%	260,967	8.2%	(231,088)	-6.3%
NVE Fuels Mgmt. Program	1,569,056	1,671,714	1,840,235	1,520,048	271,179	17.3%	168,521	10.1%	(320,187)	-20.4%	(49,008)	-3.1%	(151,666)	-9.1%
Emergency (Dept. 293)	300,843	326,431	326,431	326,431	25,588	8.5%	-	0.0%	-	0.0%	25,588	8.5%	-	0.0%
Debt Service (Dept. 297)	301,314	449,314	296,100	296,100	(5,214)	-1.7%	(153,214)	-34.1%	-	0.0%	(5,214)	-1.7%	(153,214)	-34.1%

East Fork Fire
Fund 650 - Revenue Detail
 FY 2023-24

		2022/23 Budget		2023/24 Budget		Change									
		Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted	
TAXES															
311-100	Ad Valorem - Current	10,278,194	10,278,194	11,161,602	11,337,136	883,408	8.59%	883,408	8.59%	175,535	1.7%	1,058,942	10.30%	1,058,942	10.30%
311-120	Ad Valorem - Delinquent	-	-	-	-	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
311-200	Centrally Assessed Prop Tax	154,256	154,256	167,514	157,259	13,258	8.6%	13,258	8.6%	(10,255)	-6.6%	3,003	1.9%	3,003	1.9%
311-700	Personal Property Current	504,989	504,989	504,989	325,995	-	0.0%	-	0.0%	(178,994)	-35.4%	(178,994)	-35.4%	(178,994)	-35.4%
311-800	Personal Property Delinquent	-	-	-	-	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
	Total Taxes	10,937,439	10,937,439	11,834,105	11,820,391	896,666	8.2%	896,666	8.2%	(13,714)	-0.1%	882,952	8.1%	882,952	8.1%
INTERGOVERNMENTAL															
331-282	Grant - EMPG	56,000	68,000	-	42,708	(56,000)	-100.0%	(68,000)	-100.0%	42,708	76.3%	(13,292)	-23.7%	(25,292)	-37.2%
332-313	Grant - SAFER	30,000	42,000	-	-	(30,000)	-100.0%	(42,000)	-100.0%	-	0.0%	(30,000)	-100.0%	(42,000)	-100.0%
332-327	Grant - ARPA	476,570	513,286	250,000	250,000	(226,570)	-47.5%	(263,286)	-51.3%	-	0.0%	(226,570)	-47.5%	(263,286)	-51.3%
333-209	GEMT (Medicaid)(Fed Rev)	900,000	1,171,890	1,100,000	1,100,000	200,000	22.2%	(71,890)	-6.1%	-	0.0%	200,000	22.2%	(71,890)	-6.1%
334-802	Grant - SERC (LEPC \$4K)	29,000	29,000	-	-	(29,000)	-100.0%	(29,000)	-100.0%	-	0.0%	(29,000)	-100.0%	(29,000)	-100.0%
334-804	Grant - CERT SHSP	21,000	21,000	-	-	(21,000)	-100.0%	(21,000)	-100.0%	-	0.0%	(21,000)	-100.0%	(21,000)	-100.0%
334-815	Grant - UWS (NV)	25,000	25,000	-	-	(25,000)	-100.0%	(25,000)	-100.0%	-	0.0%	(25,000)	-100.0%	(25,000)	-100.0%
335-001	State Consolidated Tax Distribution	2,417,640	2,417,640	2,559,770	2,559,770	142,130	5.9%	142,130	5.9%	-	0.0%	142,130	5.9%	142,130	5.9%
337-001	Alpine Contract	101,450	101,450	107,500	107,500	6,050	6.0%	6,050	6.0%	-	0.0%	6,050	6.0%	6,050	6.0%
337-005	Emergency Mgmt. Contract	195,000	195,000	-	-	(195,000)	-100.0%	(195,000)	-100.0%	-	0.0%	(195,000)	-100.0%	(195,000)	-100.0%
337-011	Local Got Rev	-	-	-	-	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
	Total Intergovernmental	4,251,660	4,584,266	4,017,270	4,059,978	(234,390)	-5.5%	(566,996)	-12.4%	42,708	1.0%	(191,682)	-4.5%	(524,288)	-11.4%
CHARGES FOR SERVICE															
341-509	Fire Plan Check & Permit Fees	406,400	406,400	406,400	406,400	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
341-515	Inspection Fee	3,900	3,900	3,900	3,900	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
341-528	Technology Fee	10,800	10,800	10,800	10,800	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
341-531	Expedite Fee	3,900	3,900	3,900	3,900	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
	Water Initiative Fee				100,000										
342-500	Ambulance Fees	9,152,793	9,152,793	10,068,072	10,068,072	915,279	10.0%	915,279	10.0%	-	0.0%	915,279	10.0%	915,279	10.0%
342-501	Collection Loss	(593,382)	(593,382)	(652,720)	(652,720)	(59,338)	10.0%	(59,338)	10.0%	-	0.0%	(59,338)	10.0%	(59,338)	10.0%
342-502	Govt & Contractual/Mandatory Write-offs	(4,897,191)	(4,897,191)	(5,386,910)	(5,386,910)	(489,719)	10.0%	(489,719)	10.0%	-	0.0%	(489,719)	10.0%	(489,719)	10.0%
342-510	Sierra Saver Fees	50,000	50,000	50,000	50,000	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
342-521	Standby Revenue	12,500	12,500	12,500	12,500	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
343-001	Outside District Assistance For Hire	-	784,889	-	-	-	0.0%	(784,889)	-100.0%	-	0.0%	-	0.0%	(784,889)	-100.0%
343-002	NVE Reimbursement	1,765,188	1,765,188	2,070,264	1,789,678	305,076	17.3%	305,076	17.3%	(280,586)	-15.9%	24,490	1.4%	24,490	1.4%
	Total Charges For Service	5,914,908	6,699,797	6,586,206	6,405,620	671,298	11.3%	(113,591)	-1.7%	(180,586)	-3.1%	490,712	8.3%	(294,177)	-4.4%

East Fork Fire
Fund 650 - Revenue Detail
 FY 2023-24

		2022/23 Budget		2023/24 Budget		Change									
		Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted	
MISCELLANEOUS REVENUES															
360-800	Miscellaneous Rev	7,500	7,500	7,500	7,500	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
361-200	Interest on Investment	1,000	1,000	4,000	4,000	3,000	300.0%	3,000	300.0%	-	0.0%	3,000	300.0%	3,000	300.0%
361-211	Investment Earnings-LGIP	5,000	5,000	85,000	85,000	80,000	1600.0%	80,000	1600.0%	-	0.0%	80,000	1600.0%	80,000	1600.0%
362-100	Rents/Leases (USFS)	10,867	10,867	15,064	15,064	4,197	38.6%	4,197	38.6%	-	0.0%	4,197	38.6%	4,197	38.6%
367-102	Donations	2,000	2,000	2,000	2,000	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
	Total Miscellaneous Revenues	26,367	26,367	113,564	113,564	87,197	330.7%	87,197	330.7%	-	0.0%	87,197	330.7%	87,197	330.7%
TOTAL OPERATING REVENUES		21,130,374	22,247,869	22,551,145	22,399,553	1,420,771	6.7%	303,276	1.4%	(151,592)	-0.7%	1,269,179	6.0%	151,684	0.7%
OTHER FINANCING SOURCES															
391-100	Sale of Property	20,000	20,000	10,000	10,000	(10,000)	-50.0%	(10,000)	-50.0%	-	0.0%	(10,000)	-50.0%	(10,000)	-50.0%
391-501	Bond Proceeds			-	-	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
391-505	Loan Proceeds			-	-	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
	Total Other Financing Sources	20,000	20,000	10,000	10,000	(10,000)	-50.0%	(10,000)	-50.0%	-	0.0%	(10,000)	-50.0%	(10,000)	-50.0%
TOTAL REV/OTHER FINANCING SOURCES		21,150,374	22,267,869	22,561,145	22,409,553	1,410,771	6.7%	293,276	1.3%	(151,592)	-0.7%	1,259,179	6.0%	141,684	0.6%

East Fork Fire
Fund 650, Dept 231 (Administration)
 FY 2023-24

		2022/23 Budget		2023/24 Budget		Change								
		Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted
SALARIES & WAGES														
510-000	Regular - Salaries & Wages	7,575,258	7,575,258	7,570,737	7,770,186	(4,521)	-0.1%	(4,521)	-0.1%	199,449	2.6%	194,928	2.6%	194,928
510-125	WC - Salaries & Wages	-	-	-	-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
510-126	Retro-Salaries	-	-	-	-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
510-145	Reg Incentive Pay	274,029	274,029	286,590	298,844	12,561	4.6%	12,561	4.6%	12,254	4.5%	24,815	9.1%	24,815
510-146	Return to Work (RTW)(2X)	-	-	-	-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
510-170	FLSA	165,829	165,829	163,028	167,406	(2,801)	-1.7%	(2,801)	-1.7%	4,378	2.6%	1,577	1.0%	1,577
511-163	Overtime - Reimbursable (Off District Fires)	-	435,956	-	-	-	0.0%	(435,956)	-100.0%	0	0.0%	-	0.0%	(435,956)
511-164	Holiday Special Pay (HSP)	306,145	306,145	304,323	312,488	(1,822)	-0.6%	(1,822)	-0.6%	8,165	2.7%	6,343	2.1%	6,343
511-166	Sick Buyback - Non-rep	10,000	10,000	10,000	10,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
511-167	Vacation Payout	75,000	75,000	100,000	100,000	25,000	33.3%	25,000	33.3%	0	0.0%	25,000	33.3%	25,000
511-168	Vacation Buyback - Non-rep	15,000	15,000	15,000	15,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
511-170	Overtime	1,385,447	1,385,447	1,377,590	1,414,558	(7,857)	-0.6%	(7,857)	-0.6%	36,968	2.7%	29,111	2.1%	29,111
511-171	Holiday	-	-	-	-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
511-172	Comp Paid	15,000	15,000	10,000	10,000	(5,000)	-33.3%	(5,000)	-33.3%	0	0.0%	(5,000)	-33.3%	(5,000)
511-173	Vacation	-	-	-	-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
511-174	Sick	-	-	-	-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
511-176	Call Back (2X)	53,150	53,150	52,834	54,251	(316)	-0.6%	(316)	-0.6%	1,417	2.7%	1,101	2.1%	1,101
511-178	Sick Leave Payout	100,000	100,000	100,000	100,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
511-187	Uniform Allowance	106,400	106,400	106,400	106,400	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
511-189	Cell Phone Stipend	4,790	4,790	5,342	5,342	552	11.5%	552	11.5%	0	0.0%	552	11.5%	552
512-120	Contract Wages (temp employee's)	90,000	90,000	90,000	90,000	0	0.0%	(90,000)	-100.0%	0	0.0%	0	0.0%	0
	Total Salaries and Wages	10,176,048	10,612,004	10,191,844	10,454,475	15,796	0.2%	(510,160)	-4.8%	262,631	2.6%	278,427	2.7%	(157,529)
EMPLOYEE BENEFITS														
515-180	Benefits - EE, HAS, COBRA Acct Fee	5,000	5,000	5,000	5,000	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-
515-181	Retirement	3,218,810	3,220,270	3,647,727	3,743,689	428,917	13.3%	427,457	13.3%	95,962	3.0%	524,879	16.3%	523,419
515-182	WC - PACT (Workers Comp)	1,209,317	1,209,317	1,332,881	1,162,270	123,564	10.2%	123,564	10.2%	(170,611)	-14.1%	(47,047)	-3.9%	(47,047)
515-183	Group Insurance	1,618,619	1,618,619	1,712,678	1,721,916	94,059	5.8%	94,059	5.8%	9,238	0.6%	103,297	6.4%	103,297
515-184	Unemployment	5,000	5,000	5,000	5,000	-	0.0%	-	0.0%	0	0.0%	0	0.0%	0
515-186	Medicare	143,130	150,070	143,069	146,877	(61)	0.0%	(7,001)	-4.7%	3,808	2.7%	3,747	2.6%	(3,193)
515-196	HSA ER Contribution	182,500	182,500	186,750	187,500	4,250	2.3%	4,250	2.3%	750	0.4%	5,000	2.7%	5,000
515-197	HRA - non-contract	20,500	20,500	31,900	40,400	11,400	55.6%	11,400	55.6%	8,500	41.5%	19,900	97.1%	19,900
515-198	HRA - contract	158,000	158,000	175,000	198,000	17,000	10.8%	17,000	10.8%	23,000	14.6%	40,000	25.3%	40,000
515-201	PEBS	5,625	5,625	5,625	5,625	-	0.0%	-	0.0%	0	0.0%	0	0.0%	0
	Total Employee Benefits	6,566,501	6,574,901	7,245,630	7,216,277	679,129	10.3%	670,729	10.2%	(29,353)	-0.4%	649,776	9.9%	641,376
	Total Salary, Wages & Benefits	16,742,549	17,186,905	17,437,474	17,670,752	694,925	4.2%	160,569	0.9%	233,278	1.4%	928,203	5.5%	483,847

East Fork Fire
Fund 650, Dept 231 (Administration)
 FY 2023-24

	2022/23 Budget		2023/24 Budget		Change										
	Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted		
SERVICES & SUPPLIES															
520-060	Postage	3,500	3,500	3,500	3,500	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
520-075	Background Checks	3,000	3,000	3,000	3,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
520-077	Recruiting Expense	1,000	13,500	10,000	10,000	9,000	900.0%	(3,500)	-25.9%	0	0.0%	9,000	900.0%	(3,500)	-25.9%
520-078	Printing & Binding	2,000	2,000	2,000	2,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
520-098	Maint. Janitorial	6,300	6,300	6,300	6,300	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
520-108	Maint. Office Equip.	4,300	4,300	5,448	5,448	1,148	26.7%	1,148	26.7%	0	0.0%	1,148	26.7%	1,148	26.7%
520-136 *	Rents & Leases Equipment	4,655	4,655	5,155	5,155	500	10.7%	500	10.7%	0	0.0%	500	10.7%	500	10.7%
520-170	Mem, Subs, Books, etc (EMRB Assessment)	1,700	1,700	1,700	1,700	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
520-415	PACT Agent Fees	5,000	5,000	5,000	5,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
520-425	Collection Commission Expense	28,000	28,000	15,000	15,000	(13,000)	-46.4%	(13,000)	-46.4%	0	0.0%	(13,000)	-46.4%	(13,000)	-46.4%
521-100 *	Professional Services	139,500	144,500	122,550	122,550	(16,950)	-12.2%	(21,950)	-15.2%	0	0.0%	(16,950)	-12.2%	(21,950)	-15.2%
521-105	Board of Directors Comp	18,000	18,000	18,000	18,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
521-162	Contract Services	-	-	-	-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
521-505	Voter Reg Maint Fee	5,500	5,500	5,500	5,500	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
532-028	Uniforms	500	500	500	500	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
533-800	Office Supplies	10,000	10,000	15,000	15,000	5,000	50.0%	5,000	50.0%	0	0.0%	5,000	50.0%	5,000	50.0%
533-802	Small Equipment	-	-	-	-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
540-009	NVE Administration	-	-	-	-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
550-100	Bank Fees-Credit Card Processing	11,500	11,500	20,000	20,000	8,500	73.9%	8,500	73.9%	0	0.0%	8,500	73.9%	8,500	73.9%
550-102	Bank Fees-Checking	7,200	7,200	7,200	7,200	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
	Total Services & Supplies	251,655	269,155	245,853	245,853	(5,802)	-2.3%	(23,302)	-8.7%	-	0.0%	(5,802)	-2.3%	(23,302)	-8.7%
	DEPARTMENT 231 TOTAL	16,994,204	17,456,060	17,683,327	17,916,605	689,123	4.1%	137,267	0.8%	233,278	1.4%	922,401	5.4%	460,545	2.6%
Notes:															
515-182	<u>WC - PACT (Workers Comp)</u>														
	Employees	1,193,317	1,193,317	1,314,881	1,144,270										
	Volunteers/ Board	16,000	16,000	18,000	18,000										
		1,209,317	1,209,317	1,332,881	1,162,270										
520-136	<u>Rents and Leases</u>														
	Postage machine lease	2,055	2,055	2,055	2,055										
	Xerox copier lease	2,600	2,600	3,100	3,100										
		4,655	4,655	5,155	5,155										

East Fork Fire
Fund 650, Dept 231 (Administration)
 FY 2023-24

		2022/23 Budget		2023/24 Budget		Change								
		Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted
521-100	<u>Professional Services</u>													
	Professional attorney fees for General Counsel	30,000	30,000	30,000	30,000									
	Professional attorney fees for contract negotiation, arbitration, grievances.	30,000	30,000	10,000	10,000									
	Insurance broker fees.	22,500	22,500	22,500	22,500									
	Annual Financial Statement Audit Fee	28,500	28,500	30,000	30,000									
	OPEB Report - Bickmore	7,000	7,000	2,550	2,550									
	Website Maintenance Contract	5,000	5,000	5,000	5,000									
	GEMT Prep Fee (Creative Consulting)	8,500	8,500	8,500	8,500									
	GEMT Audit Fee	8,000	8,000	8,000	8,000									
	EAS Study - Station 12		5,000											
	Ground Transport Data Project			6,000	6,000									
	Single Audit Fee	-	-											
		\$139,500	\$144,500	122,550	122,550									

East Fork Fire
Fund 650, Dept 232 (Fire Prevention)
 FY 2023-24

		2022/23 Budget		2023/24 Budget		Change								
		Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted
SERVICES AND SUPPLIES														
520-170	Mem, Subs, Books, etc	2,000	2,000	2,000	2,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
521-100 *	Professional Services	14,883	14,883	5,000	5,000	(9,883)	-66.4%	(9,883)	-66.4%	0	0.0%	(9,883)	-66.4%	(9,883)
532-038	Investigation Supplies	-	-	-	-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
532-046	Public Education Supplies	2,000	2,000	2,000	2,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
532-055	Books & Periodicals	750	750	750	750	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
533-802 *	Small Equipment	-	-	-	-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
533-806	Software	8,495	8,495	8,797	8,797	302	3.6%	302	3.6%	0	0.0%	302	3.6%	302
	Total Services & Supplies	28,128	28,128	18,547	18,547	(9,581)	-34.1%	(9,581)	-34.1%	-	0.0%	(9,581)	-34.1%	(9,581)
DEPARTMENT 232 TOTAL														
		28,128	28,128	18,547	18,547	(9,581)	-34.1%	(9,581)	-34.1%	-	0.0%	(9,581)	-34.1%	(9,581)
Notes														
521-100	Outside Plan Review	14,883	14,883	5,000	5,000									
533-806	Software - Digiplans - ldt	8,495	8,495	8,797	8,797									

East Fork Fire
Fund 650, Dept 235 (Training)
 FY 2023-24

	2022/23 Budget		2023/24 Budget		Change									
	Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted	
SERVICES & SUPPLIES														
520-064 * Travel	15,000	15,000	15,000	15,000	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
520-160 Support & Care	-	-	-	-	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
520-200 * Training & Education	45,000	45,000	45,000	45,000	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
520-205 * Paramedic Education Reimb	12,200	13,295	22,590	33,885	10,390	85.2%	9,295	69.9%	11,295	92.6%	21,685	177.7%	20,590	154.9%
521-100 Professional Services	-	-	-	-	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
521-162 Contract Services	3,000	3,000	3,000	3,000	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
532-106 Academy Costs	7,500	7,500	7,500	7,500	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
532-108 * Training Supplies	13,000	13,000	13,000	13,000	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
533-802 Small Equipment	1,500	7,193	1,500	1,500	-	0.0%	(5,693)	-79.1%	-	0.0%	-	0.0%	(5,693)	-79.1%
533-817 Small Projects	-	-	-	-	-	0.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%
Total Services & Supplies	97,200	103,988	\$107,590	\$118,885	10,390	10.7%	3,602	3.5%	11,295	11.6%	21,685	22.3%	14,897	14.3%
DEPARTMENT 235 TOTAL	97,200	\$103,988	\$107,590	\$118,885	10,390	10.7%	3,602	3.5%	11,295	11.6%	21,685	22.3%	14,897	14.3%
NOTES:														
520-064 Travel to conferences (tuition paid by employee; travel, lodging, per diem paid by Districts)	15,000	15,000	15,000	15,000										
520-200 Training and Education														
District offered training courses, off-district class tuition	32,000	32,000	32,000	32,000										
ABC ambulance billing and coding conference	5,000	5,000	5,000	5,000										
Carson City Fire Dept - Fire Training Facility Usage - Annual Fee	5,000	5,000	5,000	5,000										
Preceptor Pay	3,000	3,000	3,000	3,000										
	45,000	45,000	45,000	45,000										
520-205 Paramedic Education Reimb														
Paramedic Program Reimbursement (1 @ \$2,000)	2,000	2,000												
Paramedic Program (Upfront) @ 11,295 each	10,200	11,295	22,590	33,885										
	12,200	13,295	22,590	33,885										
532-108 Training Supplies														
Misc Training Supplies	10,000	10,000	10,000	10,000										
Contract to create video trainings	3,000	3,000	3,000	3,000										
	13,000	13,000	13,000	13,000										
533-802 Small Equipment														
Small Equipment	1,500	1,500	1,500	1,500										
EMS Mannequins	20,000	20,000	-	-										
	21,500	21,500	1,500	1,500										

East Fork Fire
Fund 650, Dept 251 (Fire Suppression)
 FY 2023-24

	2022/23 Budget		2023/24 Budget		Change									
	Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted	
SERVICES AND SUPPLIES														
520-055 * Telephone Expense	46,850	48,850	40,080	27,180	(6,770)	-14.5%	(8,770)	-18.0%	(12,900)	-27.5%	(19,670)	-42.0%	(21,670)	-44.4%
520-064 Travel - Off District Response	-	23,878	-		0	0.0%	(23,878)	-100.0%	0	0.0%	0	0.0%	(23,878)	-100.0%
520-079 Insurance - Property & Liability	182,500	192,500	194,475	194,475	11,975	6.6%	1,975	1.0%	0	0.0%	11,975	6.6%	1,975	1.0%
520-081 State Fire Program (WFPP)	91,052	91,052	95,000	94,382	3,948	4.3%	3,948	4.3%	(618)	-0.7%	3,330	3.7%	3,330	3.7%
520-089 Power	45,000	45,000	50,000	50,000	5,000	11.1%	5,000	11.1%	0	0.0%	5,000	11.1%	5,000	11.1%
520-090 Water	16,500	16,500	18,500	18,500	2,000	12.1%	2,000	12.1%	0	0.0%	2,000	12.1%	2,000	12.1%
520-091 Trash	17,500	17,500	18,500	18,500	1,000	5.7%	1,000	5.7%	0	0.0%	1,000	5.7%	1,000	5.7%
520-092 Heating	52,000	52,000	58,000	58,000	6,000	11.5%	6,000	11.5%	0	0.0%	6,000	11.5%	6,000	11.5%
520-093 Sewer	15,000	15,000	15,000	15,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
520-094 Cable Service	8,000	8,000	9,000	9,000	1,000	12.5%	1,000	12.5%	0	0.0%	1,000	12.5%	1,000	12.5%
520-097 * Maint B&G	118,772	145,902	125,000	125,000	6,228	5.2%	(20,902)	-14.3%	0	0.0%	6,228	5.2%	(20,902)	-14.3%
520-099 Maint Cleaning / Supplies	20,000	20,000	20,000	20,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
520-104 Maint SCBA	19,000	19,000	5,000	5,000	(14,000)	-73.7%	(14,000)	-73.7%	0	0.0%	(14,000)	-73.7%	(14,000)	-73.7%
520-107 * Maint Equipment	41,400	71,348	50,275	54,375	8,875	21.4%	(21,073)	-29.5%	4,100	9.9%	12,975	31.3%	(16,973)	-23.8%
520-110 Maint Vehicle-Parts	65,000	85,000	65,000	65,000	0	0.0%	(20,000)	-23.5%	0	0.0%	0	0.0%	(20,000)	-23.5%
520-111 Maint Radio	5,500	14,396	5,500	5,500	0	0.0%	(8,896)	-61.8%	0	0.0%	0	0.0%	(8,896)	-61.8%
520-118 Maint Vehicle-Outside Repairs	75,000	100,000	75,000	75,000	0	0.0%	(25,000)	-25.0%	0	0.0%	0	0.0%	(25,000)	-25.0%
520-120 Vehicle - Upfitting		-		-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
520-130 * Rents & Leases Land/Bldgs	227	227	227	227	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
520-136 * Rents & Leases Equipment (Computers	-	-	-	-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
520-137 Rents & Leases Vehicles		11,864		-	0	0.0%	(11,864)	-100.0%	0	0.0%	0	0.0%	(11,864)	-100.0%
520-160 Support & Care	1,500	1,500	1,500	1,500	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
520-170 * Mem, Subs, Books, etc	3,000	3,000	3,000	3,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
520-187 Internet Expense			3,000	3,000										
521-020 Radio User Fees - DC Allocation	99,376	99,376	75,000	75,000	(24,376)	-24.5%	(24,376)	-24.5%	0	0.0%	(24,376)	-24.5%	(24,376)	-24.5%
521-100 * Professional Fees	168,381	196,581	183,100	200,200	14,719	8.7%	(13,481)	-6.9%	17,100	10.2%	31,819	18.9%	3,619	1.8%
521-140 Physical Exams	65,000	65,000	65,000	65,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
521-162 Contract Services		-		-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
521-240 Dispatch Fees	90,260	90,260	99,286	76,055	9,026	10.0%	9,026	10.0%	(23,231)	-25.7%	(14,205)	-15.7%	(14,205)	-15.7%
521-250 Fingerprinting		-		-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
532-003 Gas - Fuel Vehicles and Apparatus	150,000	180,000	150,000	150,000	0	0.0%	(30,000)	-16.7%	0	0.0%	0	0.0%	(30,000)	-16.7%
532-028 * Uniforms	3,000	3,000	6,000	6,000	3,000	100.0%	3,000	100.0%	0	0.0%	3,000	100.0%	3,000	100.0%
532-031 Medical Supplies	140,000	140,000	140,000	140,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
532-032 PPE (Non-Uniform)	50,000	50,000	50,000	40,000	0	0.0%	0	0.0%	(10,000)	-20.0%	(10,000)	-20.0%	(10,000)	-20.0%
532-034 * Fire Protection Supplies	85,000	89,486	87,000	82,000	2,000	2.4%	(2,486)	-2.8%	(5,000)	-5.9%	(3,000)	-3.5%	(7,486)	-8.4%
532-036 Badges & Insignia	500	500	1,000	1,000	500	100.0%	500	100.0%	0	0.0%	500	100.0%	500	100.0%

East Fork Fire
Fund 650, Dept 251 (Fire Suppression)
 FY 2023-24

		2022/23 Budget		2023/24 Budget		Change								
		Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted
532-049	Emergency Operations		-		-	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
533-802 *	Small Equipment	37,647	64,441	35,000	30,000	(2,647)	-7.0%	(29,441)	-45.7%	(5,000)	-13.3%	(7,647)	-20.3%	(34,441)
533-803	Computers	15,587	16,987	15,000	15,000	(587)	-3.8%	(1,987)	-11.7%	0	0.0%	(587)	-3.8%	(1,987)
533-806 *	Software	162,774	162,774	146,830	149,330	(15,944)	-9.8%	(15,944)	-9.8%	2,500	1.5%	(13,444)	-8.3%	(13,444)
533-817	Small Projects		22,500		-	0	0.0%	(22,500)	-100.0%	0	0.0%	0	0.0%	(22,500)
540-010 *	Grants - Service and Supplies	135,000	223,000	6,819	6,819	(128,181)	-94.9%	(216,181)	-96.9%	0	0.0%	(128,181)	-94.9%	(216,181)
550-218	Volunteer Incentives	28,500	28,500	28,500	28,500	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
	Total Services & Supplies	2,054,826	2,414,922	1,940,592	1,907,543	(114,234)	-5.56%	(474,330)	-19.64%	(33,049)	-1.6%	(147,283)	-7.17%	(507,379)
CAPITAL OUTLAY AND PROJECTS														
562-200*	Buildings	450,000	550,000	500,000	725,000	50,000	11.1%	(50,000)	-9.1%	225,000	50.0%	275,000	61.1%	175,000
564-500*	Machinery & Equipment	-	23,959	-	-	0	0.0%	(23,959)	-100.0%	0	0.0%	0	0.0%	(23,959)
564-700*	Motor Vehicles	691,750	699,750	490,000	825,000	(201,750)	-29.2%	(209,750)	-30.0%	335,000	48.4%	133,250	19.3%	125,250
TOTAL	Capital projects and Outlay	1,141,750	1,273,709	990,000	1,550,000	(151,750)	-13.3%	(283,709)	-22.3%	560,000	49.0%	408,250	35.8%	276,291
DEPARTMENT 251 TOTAL		3,196,576	3,688,631	2,930,592	3,457,543	(265,984)	-8.3%	(758,039)	-20.6%	526,951	16.5%	260,967	8.2%	(231,088)
Notes:														
520-055	<u>Telephone</u>													
	Frontier Phone Monthly Fee	32,500	32,550		4,200									
	First Net Cell Phone			22,980	22,980									
	Conway			17,100										
	DC - Verizon - Cellphones and Wi-Fi fees for apparatus	14,300	14,300											
		46,800	46,850	40,080	27,180									
520-097	<u>Maintenance Building and Grounds</u>													
	General station maintenance	100,272	100,272	106,500	106,500									
	Asphalt crack sealing, all stations	18,500	18,500	18,500	18,500									
	Station 3 Decking		7,130											
	Charter Cable - Station 12		9,000											
	Replace Heating and Air - Station 1	-	11,000	-	-									
		118,772	145,902	125,000	125,000									

East Fork Fire
Fund 650, Dept 251 (Fire Suppression)
 FY 2023-24

	2022/23 Budget		2023/24 Budget		Change								
	Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted
520-107	<u>Maintenance Equipment</u>												
	Miscellaneous small engine repair	3,000	3,000	3,000	3,000								
	Maintenance of HazMat Equipment				5,000								
	Annual ladder testing	2,600	2,600	4,000	2,500								
	EMSAR (Gurney) Maintenance	8,400	8,400	-	-								
	Annual fire extinguisher maintenance	4,000	4,000	4,000	4,000								
	Annual hydraulic lift inspection and Genesis diagnostic tool upgrade	1,000	1,000	1,000	1,000								
	Holmatro equipment maintenance	6,000	6,000	6,000	6,000								
	Fire panel/alarm testing	1,200	1,200	1,200	1,200								
	Pump Testing	7,200	8,075	8,075	8,075								
	Hose Testing	3,600	3,600	3,600	4,200								
	5 Year Prev. Maint - Gurneys		21,573										
	Zoll Monitor Maint Agreement		7,500	15,000	15,000								
	Annual Maintenance Overhead Door	4,400	4,400	4,400	4,400								
		41,400	71,348	50,275	54,375								
520-120	<u>Vehicle Upfitting</u>												
	Vehicle Router/Modem	-	-	-	-								
	Upfitting Maintenance	-	-	-	-								
		-	-	-	-								
520-130	<u>Rents and Leases/ Bldgs and Land</u>												
	Annual lease, BLM (Station 12 land)	25	25	25	25								
	Annual lease, Gardnerville Water Co (portion of land for Station 2)	200	200	200	200								
	Assessment	2	2	2	2								
		227	227	227	227								
520-170	<u>Mem, Subs, Books, etc</u>												
	Sierra Front Wildfire Cooperators	720	720	720	720								
	NV Fire Chief's Association Membership	1,000	1,000	1,000	1,000								
	Lake Tahoe Regional Chiefs	100	100	100	100								
	NV Emergency Medical Services	300	300	300	300								
	Memberships (Some Lic & Certs here but should be in Dept 235) - Other	880	880	880	880								
		3,000	3,000	3,000	3,000								

East Fork Fire
Fund 650, Dept 251 (Fire Suppression)
 FY 2023-24

	2022/23 Budget		2023/24 Budget		Change									
	Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted	
521-100	<u>Professional Services</u>													
	IT Services - DC	137,881	137,881	-	-									
	IT Services - Conway			156,600	173,700									
	IT Services - Contract	8,500	8,500	-	-									
	BLD Consulting			-	-									
	BlackPoint LLC (PM Radios)			4,500	4,500									
	Medical Director Fee	15,000	24,000	15,000	15,000									
	John Mohler & Co (Chart review)		-											
	Workforce Improvements	7,000	7,000	7,000	7,000									
	UKG Services													
	Assistance in developing a Facilities Habitability and Modification Plan	-	10,000											
		168,381	187,381	183,100	200,200									
532-032	<u>Uniforms</u>													
	2 new hires @3,000	3,000	3,000	6,000	6,000									
		3,000	3,000	6,000	6,000									
532-034	<u>Fire Protection Supplies</u>													
	Equipment and Misc	65,000	65,000	65,000	65,000									
	Wildland Hose Pack Upgrades		-											
	Volunteer PPE		4,486	12,000	12,000									
	Fire Hose and Nozzles	20,000	20,000	10,000	5,000									
		85,000	89,486	87,000	82,000									
533-802	<u>Small Equipment</u>													
	Small Equipment	10,000	10,000	10,000	10,000									
	Volunteer Pagers			20,000	20,000									
	Radios	-	22,619											
	Hazmat Suit	-	-											
	Stair Chair	-	4,175											
	Gym Equipment	5,000	5,000	5,000	-									
	Rope Resuce	7,500	7,500											
	Holmatro Tool Replacement	15,147	15,147											
	Gas Detectors	-	-											
		37,647	64,441	35,000	30,000									

East Fork Fire
Fund 650, Dept 251 (Fire Suppression)
 FY 2023-24

	2022/23 Budget		2023/24 Budget		Change									
	Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted	
533-806	<u>Software</u>													
	Zoll hosted - RescueNet, FireRMS, EPCR													
	52,500	52,500	42,547	42,547										
	Kronos - Workforce Telestaff (24 hours of support service)													
	5,600	5,600	5,700	5,700										
	Kronos - Telestaff, Annual cloud hosting fee & license													
	21,500	21,500	21,000	23,500										
	Kronos - Workforce Payroll / HR software													
	18,000	18,000	18,000	18,000										
	Kronos - Payroll Processing - Other													
	5,000	5,000	2,000	2,000										
	Intacct - Accounting Software													
	15,627	15,627	18,671	18,671										
	Waystar (Trizetto replacement)													
	9,650	9,650	9,650	9,650										
	All Data - Vehicle Maintenance Reference Program													
	1,500	1,500	1,500	1,500										
	Software for Inspections/Workorders													
	22,662	22,662	22,662	22,662										
	Microsoft and Adobe Pro													
	500	500												
	Avenza Enterprise													
	2,000	2,000	2,000	2,000										
	Vector Solutions- paid by Pool/Pact													
	5,735	5,735												
	DocuSign													
	2,500	2,500	3,100	3,100										
	162,774	162,774	146,830	149,330										
533-817	<u>Small Projects</u>													
	Computers for Ambulances													
		10,000												
	Fire Shelters													
		12,500												
	-	22,500												
540-010	<u>Grants Services and Supplies</u>													
	CERT Grant													
	21,000	21,000												
	SERC Grant													
	29,000	29,000												
	United We Stand Grant													
	25,000	25,000												
	NVE Donation - CERT													
		30,000												
	AFG Grant Match													
			6,819	6,819										
	AFG Grant Match - PPE													
	60,000	118,000												
	135,000	223,000	6,819	6,819										

East Fork Fire
Fund 650, Dept 251 (Fire Suppression)
 FY 2023-24

		2022/23 Budget		2023/24 Budget		Change									
		Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted	
564-200	<u>Buildings</u>														
	Soft Tone Alert System	250,000	250,000	200,000	175,000										
	Facility Upgrades				250,000										
	Training Center	200,000	300,000	300,000	300,000										
		450,000	550,000	500,000	725,000										
564-500	<u>Machinery and Equipment</u>														
	Ambulance Gurney Lift System		23,959		-										
	Replacement of Ropes														
		-	23,959	-	-										
564-700	<u>Motor Vehicles</u>														
	Ambulance Remount	115,000	115,000	140,000	140,000										
	Purchase of New Ambulance	226,750	234,750												
	Water Tender				335,000										
	Wildland Engine Retorfit	350,000	350,000	350,000	350,000										
		691,750	699,750	490,000	825,000										

East Fork Fire
Fund 650, Dept. 263 (NVE Fuels Mgmt.)
 FY 2023-24

		2022/23 Budget		2023/24 Budget		Change									
		Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative		Tentative vs Adopted		PY Adopted vs. Final Adopted		PY Amended vs. Final Adopted	
SALARIES & WAGES															
510-000	Regular - Salaries & Wages	603,163	629,999	866,867	757,942	263,704	43.7%	236,868	37.6%	(108,925)	-18.1%	154,779	25.7%	127,943	20.3%
511-163	Overtime - Reimbursable (Off District Fires)		75,822												
511-170 *	Overtime	-	-	-		0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
510-145	Reg Incentive Pay	-	-	8,392	6,906	8,392	100.0%	8,392	100.0%	(1,486)	0.0%	6,906	100.0%	6,906	100.0%
511-171	Holiday	-	-	-		0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
511-172	Comp Paid	-	-	-		0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
511-173	Vacation	-	-	-		0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
511-174	Sick	-	-	-		0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
511-176	Call Back (2X)	6,793	6,793	7,911	6,647	1,118	16.5%	1,118	16.5%	(1,264)	-18.6%	(146)	-2.1%	(146)	-2.1%
511-187	Uniform Allowance	14,000	14,000	16,800	14,000	2,800	20.0%	2,800	20.0%	(2,800)	-20.0%	0	0.0%	0	0.0%
511-189	Cell Phone Stipend			828	828	828	100.0%	828	100.0%	0	0.0%	828	100.0%	828	100.0%
	Total Salaries and Wages	623,956	726,614	900,798	786,323	276,842	44.4%	250,006	34.4%	(114,475)	-18.3%	162,367	26.0%	59,709	8.2%
EMPLOYEE BENEFITS															
515-180	Benefits - Sierra Saver - EE, HSA Acct Fee	540	540	540	540	-	0%	-	0%	-	-	-	0%	-	0.0%
515-181	Retirement	251,677	251,677	352,285	297,680	100,608	40%	100,608	40%	(54,605)	(0)	46,003	18%	46,003	18.3%
515-182	WC - PACT (Workers Comp)	165,896	165,896	271,699	212,132	105,803	64%	105,803	64%	(59,567)	(0)	46,236	28%	46,236	27.9%
515-183	Group Insurance	163,095	163,095	236,851	154,222	73,756	45%	73,756	45%	(82,629)	(1)	(8,873)	-5%	(8,873)	-5.4%
515-184	Unemployment	1,000	1,000	1,000	1,000	-	0%	-	0%	-	-	-	0%	-	0.0%
515-186	Medicare	8,892	8,892	13,062	11,401	4,170	47%	4,170	47%	(1,661)	(0)	2,509	28%	2,509	28.2%
515-196	HSA ER Contribution	18,000	18,000	25,250	17,500	7,250	40%	7,250	40%	(7,750)	(0)	(500)	-3%	(500)	-2.8%
	rHRA Contract	10,000	10,000	10,100	10,600					500		600	6%	600	6.0%
515-201	PEBS	-	-	-		-	0%	-	0%	-	-	-	0%	-	-
	Total Employee Benefits	619,100	619,100	910,787	705,075	291,687	47%	291,687	47%	(205,712)	(0)	85,975	14%	85,975	13.89%
	Total Salary, Wages & Benefits	1,243,056	1,345,714	1,811,585	1,491,398	568,529	46%	465,871	35%	(320,187)	(0)	248,342	20%	145,684	10.83%
SERVICES & SUPPLIES															
520-079	Insurance - Property & Liability	-	-	7,650	7,650	7,650	100.0%	7,650	100.0%	0	0.0%	7,650	100.0%	7,650	100.0%
532-028	Uniforms	-	-	15,000	15,000	15,000	100.0%	15,000	100.0%	0	0.0%	15,000	100.0%	15,000	100.0%
532-032	PPE (Non-Uniform)	6,000	6,000	6,000	6,000	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
532-802	Small Equipment	-	-	-		0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
	Total Services & Supplies	6,000	6,000	28,650	28,650	22,650	377.5%	22,650	377.5%	-	0.0%	22,650	377.5%	22,650	377.5%
CAPITAL OUTLAY AND PROJECTS															
562-200	Buildling	170,000	170,000												
564-500*	Machinery & Equipment	-	-												
564-700*	Motor Vehicles	150,000	150,000		-	(150,000)	-100.0%	(150,000)	-100.0%	0	0.0%	(150,000)	-100.0%	(150,000)	-100.0%
TOTAL	Capital projects and Outlay	320,000	320,000	-	-	(320,000)	-100%	(320,000)	-100%	-	0.0%	(320,000)	-100%	(320,000)	-100.0%
DEPARTMENT 263 TOTAL		1,569,056	1,671,714	1,840,235	1,520,048	271,179	17%	168,521	10%	(320,187)	-20.4%	(49,008)	-3%	(151,666)	-9.1%

East Fork Fire
Fund 650, Dept. 263 (NVE Fuels Mgmt.)
 FY 2023-24

		2022/23 Budget		2023/24 Budget		Change					
		Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative	PY Amended vs. Tentative	Tentative vs Adopted	PY Adopted vs. Final Adopted	PY Amended vs. Final Adopted	
Notes:											
5 - Seasonal Firefighters											
	Wage	31,442.40	31,442.40	152,440	152,440						
	PACT	8,124.60	8,124.60	59,680	59,680						
	Medicare	300.96	300.96	2,210	2,210						
		39,867.96	39,867.96	214,330	214,330						
564-700 <u>Motor Vehicles</u>											
	Water Tender-Cost shared between NVE&NDF	150,000	150,000								
	Type V Engine			-	-						
	Light Utility Vehicle										
		150,000	150,000	-	-						

East Fork Fire
Fund 650, Dept 297 (Debt Service)
 FY 2023-24

		2022/23 Budget		2023/24 Budget		Change			
		Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative	
Debt Service									
550-003 *	Bond Principal	272,000	420,000	284,000	284,000	12,000	4.4%	(136,000)	-32.4%
550-004 *	Bond Interest	29,314	29,314	12,100	12,100	(17,214)	-58.72%	(17,214)	-58.72%
	Total Debt Service	301,314	449,314	296,100	296,100	(5,214)	-1.73%	(153,214)	-34.10%
DEPARTMENT 297 TOTAL		301,314	449,314	296,100	296,100	(5,214)	-1.73%	(153,214)	-34.10%

East Fork Fire
Fund 651, Dept 293 Emergency Fund
 FY 2023-24

		2022/23 Budget		2023/24 Budget		Change			
		Adopted Budget	Amended Budget (12/20/22)	Tentative Budget	Final Adopted Budget	PY Adopted Vs. Tentative		PY Amended vs. Tentative	
REVENUE									
301-100	Opening Fund Balance Reserves	300,843	301,431	326,431	326,431	25,588	8.5%	25,000	8.3%
361-200	Interest			-	-	0	0.0%	0	0.0%
392-000	Transfer In	-	25,000	-	-	0	0.0%	(25,000)	-100.0%
	Total Revenues	300,843	326,431	326,431	326,431	25,588	8.5%	-	0.0%
EXPENDITURES									
520-081	State Fire Program (WFPP)	-	-	-	-	0	0.0%	0	0.0%
532-049	Emergency Operations	300,843	326,431	326,431	326,431	25,588	8.5%	0	0.0%
	Total Expenditures	300,843	326,431	326,431	326,431	25,588	8.5%	-	0.0%
699-000	Ending Fund Balance	-	-	-	-	-		-	

NOTES:
 532-049 Restricted funds for emergency event expenditures.



EAST FORK FIRE PROTECTION DISTRICT

1694 County Road
Minden, NV 89423
(775) 782-9040
(775) 782-9043 (fax)
www.eastforkfire.org

Tod F. Carlini, District Fire Chief
Amy Ray, Deputy Fire Chief/Fire Marshal
Scott Gorgon, Deputy Chief/Operations
Larry Goss, Deputy Fire Chief/Training
Lisa Owen, Director of Administrative Services
Kathy Lewis, CPA, Director of Financial Services

Nevada Department of Taxation
1550 College Parkway, Suite 115
Carson City, NV 89706-7937

East Fork Fire Protection District herewith submits the (TENTATIVE) **(FINAL)** budget for the fiscal year ending June 30, 2024

This budget contains 1 funds, including Debt Service, requiring property tax revenues totaling \$ 11,820,391

The property tax rates computed herein are based on preliminary data. If the final state computed revenue limitation permits, the tax rate will be increased by an amount not to exceed 1%. If the final computation requires, the tax rate will be lowered.

This budget contains 2 governmental fund types with estimated expenditures of \$ 23,654,159 and 0 proprietary funds with estimated expenses of \$ 0

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local Government Budget and Finance Act).

CERTIFICATION

I Tod Carlini
(Print Name)
District Fire Chief
(Title)
certify that all applicable funds and financial operations of this Local Government are listed herein

Signed: _____

Dated: May 16, 2022

Phone: 775-782-9040

APPROVED BY THE GOVERNING BOARD

Only necessary for **FINAL** Budget
(Signature by DocuSign is acceptable)

SCHEDULED PUBLIC HEARING:
(Must be held from May 15, 2023 to May 31, 2023)

Date and Time: May 16, 2023 at 1:00pm

Publication Date: Wednesday, May 3, 2023

Place: District Office, Emergency Operations Room, 1694 County Road Minden, NV 89423



EAST FORK FIRE PROTECTION DISTRICT

1694 County Road
Minden, NV 89423
(775) 782-9040 FAX (775) 782-9043

eastforkfire.org

Tod F. Carlini, District Fire Chief
Scott Gorgon, Deputy Fire Chief - Operations
Amy Ray, Deputy Chief/Fire Marshal
Larry Goss, Deputy Chief Training and Safety
Kathy Lewis, CPA, District Accountant
Lisa Owen, Executive Office Manager

May 16, 2023

State of Nevada
Department of Taxation
Capitol Complex
Carson City, NV 89701

Regarding: FY 23/24 Final Budget for the East Fork Fire Protection District

To Whom It May Concern,

Attached please find the FY 23/24 Final Budget for the East Fork Fire Protection District. The budget supports 105 employed personnel (FTE), 8 seasonal positions, 8 volunteer fire departments, administration, all fire suppression, emergency medical services, training and safety, technical rescue needs, hazardous materials response and fire prevention.

This budget follows the guidelines established by the East Fork Fire Protection District Board of Directors and as provided for in NRS 474. The Tentative Budget includes a 1.5% contingency and a 12.5% ending fund balance. The tax rate of .4874 is being used for ad valorem purposes. This will be the seventh year the East Fork Fire Protection District will be governed as a separate entity with its independent board and not as a component unit of Douglas County government. This will be the first year we will receive sales tax allocation with Douglas County now being a non-guaranteed county.

The District relies more on employed fire and EMS personnel, who fall under labor contracts per NRS 288. The District is currently in labor contract negotiations. The District will be completed its third year of funding from a Federal staffing grant (SAFER) and now funds those position in their entirety. The District has applied for another SAFER grant this year. The District's Volunteer Program has been modified to encourage and support a more logistical and wildland firefighter roll for volunteers.

The District provides one of the most progressive and complete firefighter training programs within the state. Training offerings include all entry level logistical and support training for our volunteers and supports specialized, recertification, and routine training for career staff. The District has participated in a regional training academy for all of its new employees for several years now.

Increases in Ambulance User Fees have been included in the revenue estimates. Development and construction continue to move forward, with housing costs still at an elevated level.

The District is currently servicing a \$2,000,000 medium term debt incurred specific to fund capital improvements. The debt obligation was established in FY18/19.

The District will no longer be providing emergency management services to Douglas County. After sixteen years managing that program, Douglas County elected to go a different direction. The loss of this service contract reduced our revenue sources by \$250,000. The District will also be moving into its own IT system via a third-party vendor.

The staff and administration of the East Fork Fire Protection District look forward to serving the community in the year ahead. We approach our challenges with confidence and determination.

Sincerely,

Tod F. Carlini, District Fire Chief

Table of Contents

	Page #
I. <u>INTRODUCTION</u>	
Schedule 1 - Transmittal Letter	1
Table of Contents	2
Budget Message	3
II. <u>SUMMARY SCHEDULES</u>	
Schedule S-2 – Statistical Data	4
Schedule S-3 – Property Tax Rate Reconciliation	5
Schedules A and A-1 – Governmental Fund Types	6-7
III. <u>GOVERNMENTAL FUND TYPES</u>	
Schedule B – General Fund	8-12
Schedule B – Special Revenue Funds	13
IV. <u>SUPPLEMENTARY INFORMATION</u>	
Schedule C-1 – Indebtedness	14
Schedule T – Transfer Reconciliation	n/a
Schedule 30 - Lobbying Expense Estimate	n/a
Schedules of Existing Contracts	15
Schedules of Privatization Contracts	16
Final Budget – Proof of Publication	17

FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR YEAR 06/30/22	ESTIMATED CURRENT YEAR YEAR 06/30/23	BUDGET YEAR YEAR 06/30/24
General Government			
Judicial			
Public Safety	103.5	105	109
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation			
Community Support			
TOTAL GENERAL GOVERNMENT			
Utilities			
Hospitals			
Transit Systems			
Airports			
Other			
TOTAL	103.5	105	109

POPULATION (AS OF JULY 1)	43895	43895	43895
SOURCE OF POPULATION ESTIMATE*	Douglas County Clerk's Office/Redistricting	Douglas County Clerk's Office/Redistricting	Douglas County Clerk's Office/Redistricting
Assessed Valuation (Secured and Unsecured Only)	2,364,191,882	2,592,427,870	2,982,518,302
Net Proceeds of Mines			
TOTAL ASSESSED VALUE	2,364,191,882	2,592,427,870	2,982,518,302
TAX RATE			
General Fund	0.4874	0.4874	0.4874
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds			
Enterprise Fund			
Other			
TOTAL TAX RATE			

* Use the population certified by the state in March each year. Small districts may use a number developed per the instructions (page 6) or the best information available.

East Fork Fire Protection District
(Local Government)

SCHEDULE S-2 - STATISTICAL DATA

Schedule S-2

PROPERTY TAX RATE AND REVENUE RECONCILIATION

FISCAL YEAR 2023-2024

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
	ALLOWED TAX RATE	ASSESSED VALUATION	ALLOWED AD VALOREM REVENUE [(1) X (2)/100]	TAX RATE LEVIED	TOTAL AD VALOREM REVENUE WITH NO CAP [(2, line A)X(4)/100]	AD VALOREM TAX ABATEMENT [(5) - (7)]	AD VALOREM REVENUE WITH CAP
OPERATING RATE: A. PROPERTY TAX Subject to Revenue Limitations	0.6797	2,982,518,302	20,272,176.90	0.4014	11,971,828	2,239,523	9,732,305
B. PROPERTY TAX Outside Revenue Limitations: Net Proceeds of Mines					XXXXXXXXXXXXXXXXXX		
VOTER APPROVED: C. Voter Approved Overrides	0.086	2,982,518,302	2,564,966	0.086	2,564,966	476,880	2,088,086
LEGISLATIVE OVERRIDES							
D. Accident Indigent (NRS 428.185)							
E. Indigent (NRS 428.285)							
F. Capital Acquisition (NRS 354.59815)							
G. Youth Services Levy (NRS 62B.150, 62B.160)							
H. Legislative Overrides							
I. SCCRT Loss (NRS 354.59813)	0.0902	2,982,518,302	2,690,232	0	0	0	-
J. Other:							
K. Other:							
L. SUBTOTAL LEGISLATIVE OVERRIDES	0.0902	2,982,518,302	2,690,232	0	0	0	-
M. SUBTOTAL A, C, L	0.8559	2,982,518,302	25,527,374	0.4874	14,536,794	2,716,403	11,820,391
N. Debt							
O. TOTAL M AND N	0.8559	2,982,518,302	25,527,374	0.4874	14,536,794	2,716,403	11,820,391

East Fork Fire Protection District
(Local Government)
SCHEDULE S-3 - PROPERTY TAX RATE
AND REVENUE RECONCILIATION

The Allowed Revenue required for column 3 can be obtained from the March 15 Final Revenue Projections or manually calculated. If an entity chooses to budget for an amount in column 5 which is lower or higher than the amount produced by the formula, please attach an explanation.

SCHEDULE A-1 ESTIMATED EXPENDITURES AND OTHER FINANCING USES

Budget For Fiscal Year Ending June 30, 2024

Budget Summary for East Fork Fire Protection District
(Local Government)

GOVERNMENTAL FUNDS AND EXPENDABLE TRUST FUNDS		SALARIES AND WAGES	EMPLOYEE BENEFITS	SERVICES, SUPPLIES AND OTHER CHARGES **	CAPITAL OUTLAY ***	CONTINGENCIES AND USES OTHER THAN OPERATING TRANSFERS OUT	OPERATING TRANSFERS OUT	ENDING FUND BALANCES	TOTAL
FUND NAME	*	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
General	-	11,240,798	7,921,352	2,615,578	1,550,000	322,224		2,735,204	26,385,156
Emergency Fund	R			326,431					326,431
TOTAL GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS		11,240,798	7,921,352	2,942,009	1,550,000	322,224	-	2,735,204	26,711,587

* FUND TYPES: R - Special Revenue
C - Capital Projects
D - Debt Service
T - Expendable Trust

** Include Debt Service Requirements in this column

*** Capital Outlay must agree with CIP.

<u>REVENUES</u>	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/24	
	ACTUAL PRIOR YEAR ENDING 6/30/2022	ESTIMATED CURRENT YEAR ENDING 6/30/2023	TENTATIVE APPROVED	FINAL APPROVED
TAXES				
GENERAL GOVERNMENT				
Ad Valorem Current	9,485,360	10,278,194	11,337,137	11,337,137
Ad Valorem Delinquent	31,114	-	-	-
Centrally Assessed Prop Tx	129,072	154,256	157,259	157,259
Ag Deferred Taxes	2,579	-	-	-
Personal Property Current	354,490	504,989	325,995	325,995
Personal Property Delinquent	(8,876)	-	-	-
SUBTOTAL	9,993,739	10,937,439	11,820,391	11,820,391
INTERGOVERNMENTAL REVENUE				
FEDERAL GRANTS				
Dept of Homeland Security	-	-	-	-
AFG - SAFER	226,145	42,000	-	-
ARPA	116,102	513,286	250,000	250,000
EMPG	86,024	68,000	-	42,708
AFG	-	-	-	-
CERT	17,359	-	-	-
FEDERAL SHARED REVENUES				
Reimb-Governmental (GEMT)	1,055,478	1,171,890	1,100,000	1,100,000
STATE GRANTS				
CERT-SHSP Grant	-	21,000	-	-
SERC	25,256	29,000	-	-
UWS	23,841	25,000	-	-
AG-FRPEP Grant	21,656	-	-	-
STATE SHARED REVENUE				
State Consolidated Tax Dist	2,132,631	2,417,640	2,559,770	2,559,770
LOCAL REVENUE				
Emergency Mgmt Contract	195,000	195,000	-	-
Alpine Contract	95,700	101,450	107,500	107,500
Grant in Aid - Non Federal or State	2,897	-	-	-
SUBTOTAL	3,998,089	4,584,266	4,017,270	4,059,978
CHARGES FOR SERVICE				
PUBLIC SERVICE				
Fire Plan check/Inspect	481,858	425,000	425,000	425,000
Water Initiative Fee	-	-	-	100,000
Ambulance Charges (Net)	3,615,279	3,662,220	4,028,442	4,028,442
Sierra Saver	48,165	50,000	50,000	50,000
Standby Revenue	10,305	12,500	12,500	12,500
Nevada Energy - Fuels Mgmt Contract	1,480,182	1,765,188	2,083,978	1,789,678
Outside District Assistance For Hire	1,866,216	784,889	-	-
SUBTOTAL	7,502,005	6,699,797	6,599,920	6,405,620

East Fork Fire Protection District
 (Local Government)
 SCHEDULE B - GENERAL FUND

Schedule B-8

EXPENDITURES BY FUNCTION AND ACTIVITY	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/24	
	ACTUAL PRIOR YEAR ENDING 6/30/2022	ESTIMATED CURRENT YEAR ENDING 6/30/2023	TENTATIVE APPROVED	FINAL APPROVED
EFFPD ADMINISTRATION (231)				
SALARIES & WAGES	10,266,524	10,487,004	10,191,844	10,454,475
EMPLOYEE BENEFITS	6,250,538	6,574,901	7,245,630	7,216,277
SERVICES & SUPPLIES	253,831	269,155	245,853	245,853
CAPITAL OUTLAY				-
DEPT. SUBTOTAL	16,770,893	17,331,060	17,683,327	17,916,605
EFFPD FIRE PREVENTION (232)				
SERVICES & SUPPLIES	20,653	28,128	18,547	18,547
CAPITAL OUTLAY				-
DEPT. SUBTOTAL	20,653	28,128	18,547	18,547
EFFPD TRAINING (235)				
SERVICES & SUPPLIES	96,974	103,988	107,590	118,885
CAPITAL OUTLAY	-			-
DEPT. SUBTOTAL	96,974	103,988	107,590	118,885
EFFPD FIRE SUPPRESSION (251)				
SERVICES & SUPPLIES	2,146,150	2,414,922	1,940,592	1,907,543
CAPITAL OUTLAY	297,974	673,709	990,000	1,550,000
DEPT. SUBTOTAL	2,444,124	3,088,631	2,930,592	3,457,543
EFFPDNVE FUELS MGMT (251)				
SALARIES & WAGES	755,683	726,614	900,798	786,323
EMPLOYEE BENEFITS	508,537	619,100	910,787	705,075
SERVICES & SUPPLIES	98,457	6,000	28,650	28,650
CAPITAL OUTLAY	221,454	320,000		
DEPT. SUBTOTAL	1,584,131	1,671,714	1,840,235	1,520,048
ACTIVITY SUBTOTAL	20,916,775	22,223,521	22,580,291	23,031,628
FUNCTION: PUBLIC SAFETY				
SALARIES & WAGES	11,022,207	11,213,618	11,092,642	11,240,798
EMPLOYEE BENEFITS	6,759,075	7,194,001	8,156,417	7,921,352
SERVICES & SUPPLIES	2,616,065	2,822,193	2,341,232	2,319,478
CAPITAL OUTLAY	519,428	993,709	990,000	1,550,000
FUNCTION SUBTOTAL	20,916,775	22,223,521	22,580,291	23,031,628

East Fork Fire Protection District
(Local Government)
SCHEDULE B - GENERAL FUND

FUNCTION General Government/Public Safety

<u>EXPENDITURES BY FUNCTION AND ACTIVITY</u>	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/24 (4)	
	ACTUAL PRIOR YEAR ENDING 6/30/2022	ESTIMATED CURRENT YEAR ENDING 6/30/2023	TENTATIVE APPROVED	FINAL APPROVED
FUNCTION: DEBT SERVICE (297)				
PRINCIPAL	498,000	420,000	284,000	284,000
INTEREST	28,543	29,314	12,100	12,100
DEPT. SUBTOTAL	526,543	449,314	296,100	296,100
ACTIVITY SUBTOTAL	526,543	449,314	296,100	296,100
FUNCTION: DEBT SERVICE				
DEBT SERVICE	526,543	449,314	296,100	296,100
FUNCTION SUBTOTAL	526,543	449,314	296,100	296,100

East Fork Fire Protection District
 (Local Government)
 SCHEDULE B - GENERAL FUND

FUNCTION Debt Service

Schedule B-10

EXPENDITURES BY FUNCTION AND ACTIVITY	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/24	
	ACTUAL PRIOR YEAR ENDING 6/30/2022	ESTIMATED CURRENT YEAR ENDING 6/30/2023	TENTATIVE APPROVED	FINAL APPROVED
PAGE FUNCTION SUMMARY				
General Government				
Judicial				
Public Safety				
Public Works	20,916,775	22,223,521	22,580,291	23,031,628
Sanitation				
Health				
Welfare				
Culture and Recreation				
Community Support				
Debt Service	526,543	449,314	296,100	296,100
Intergovernmental Expenditures				
TOTAL EXPENDITURES - ALL FUNCTIONS	21,443,318	22,672,835	22,876,391	23,327,728
OTHER USES:				
CONTINGENCY (Not to exceed 3% of Total Expenditures all Functions)		119,547	323,854	322,224
Transfers Out (Schedule T)	132,429	25,000		
TOTAL EXPENDITURES AND OTHER USE:	132,429	144,547	323,854	322,224
ENDING FUND BALANCE:	4,483,713	3,934,200	3,295,100	2,735,204
TOTAL GENERAL FUND COMMITMENTS AND FUND BALANCE	26,059,460	26,751,582	26,495,345	26,385,156

East Fork Fire Protection District
 (Local Government)
 SCHEDULE B - GENERAL FUND

SCHEDULE B SUMMARY - EXPENDITURES, OTHER USES AND FUND BALANCE
 GENERAL FUND - ALL FUNCTIONS

	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/24	
			TENTATIVE APPROVED	FINAL APPROVED
<u>REVENUES</u>				
MISCELLANEOUS REVENUE				
Interest on Investment	588	0		
Reimbursements				
Subtotal	588	0	0	0
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)				
General Fund	132,429	25,000		
BEGINNING FUND BALANCE	168,414	301,431	326,431	326,431
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	168,414	301,431	326,431	326,431
TOTAL RESOURCES	301,431	326,431	326,431	326,431
<u>EXPENDITURES</u>				
PUBLIC SAFETY				
FIRE - EMERGENCY				
Services & Supplies				
State Fire Program (WFPP)				
Emergency Operations			326,431	326,431
Subtotal	-	-	326,431	326,431
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
ENDING FUND BALANCE	301,431	326,431	0	0
TOTAL COMMITMENTS & FUND BALANCE	301,431	326,431	326,431	326,431

East Fork Fire Protection District
(Local Government)

FUND Emergency Fund

ALL EXISTING OR PROPOSED
 GENERAL OBLIGATION BONDS, REVENUE BONDS,
 MEDIUM-TERM FINANCING, CAPITAL LEASES AND
 SPECIAL ASSESSMENT BONDS

* - Type
 1 - General Obligation Bonds
 2 - G.O. Revenue Supported Bonds
 3 - G.O. Special Assessment Bonds
 4 - Revenue Bonds
 5 - Medium-Term Financing

6 - Medium-Term Financing - Lease Purchase
 7 - Capital Leases
 8 - Special Assessment Bonds
 9 - Mortgages
 10 - Other (Specify Type)
 11 - Proposed (Specify Type)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) REQUIREMENTS FOR FISCAL YEAR ENDING 06/30/24		(10)	(11)
NAME OF BOND OR LOAN List and Subtotal By Fund	TYPE *	TERM	ORIGINAL AMOUNT OF ISSUE	ISSUE DATE	FINAL PAYMENT DATE	INTEREST RATE	BEGINNING OUTSTANDING BALANCE 7/1/2023	INTEREST PAYABLE	PRINCIPAL PAYABLE	(9)+(10)	TOTAL
Med Term Finanicng - 2019 FUND General Fund	5	8	1,966,000	11/5/2019	4/1/2027	1.86%	\$869,000	\$12,100	\$284,000	\$0	\$296,100
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
							\$	\$	\$	\$	
TOTAL ALL DEBT SERVICE			1,966,000				\$ 869,000	\$ 12,100	\$ 284,000	\$	296,100

SCHEDULE C-1 - INDEBTEDNESS

 (Local Government)

SCHEDULE OF EXISTING CONTRACTS

Budget Year 2023-2024

Local Government: East Fork Fire Protection District
Contact: Kathy Lewis
E-mail Address: kmlewis@eastforkfire.org
Daytime Telephone: 775-782-9040

Total Number of Existing Contracts: 9

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2023-24	Proposed Expenditure FY 2024-25	Reason or need for contract:
1	LP Insurance	1/1/2022	1/1/2024	11,250.00	11,250.00	Insurance Broker Fees
2	Sciarani & Co.	1/1/2023	1/1/2024	29,000.00	29,000.00	Annual Audit & Single Audit Fee
3	MacLeod Watts	8/15/2022	1/1/2024	2,550.00	7,000.00	OPEB Report
4	Elaine Pace	7/1/2022	6/30/2023	5,000.00	5,000.00	Website Maintenance Contract
5	Creative Consulting	7/1/2022	6/30/2026	8,500.00	8,500.00	GEMT Prep Fee
6	Creative Consulting	7/1/2022	6/30/2024	6,000.00		Ground Transport Date Collection Reporting
7	Conway Communications	7/1/2023	6/30/2028	156,600.00	156,600.00	IT Services & Phone Services
8	Daniel Shocket	7/1/2022	6/30/2023	12,000.00	12,000.00	Medical Director Fee
9	Dale Carrison	7/1/2022	6/30/2023	6,000.00	6,000.00	Associate Medical
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20	Total Proposed Expenditures			236,900.00	235,350.00	

Additional Explanations (Reference Line Number and Vendor):

SCHEDULE OF PRIVATIZATION CONTRACTS

Budget Year 2023-2024

Local Government: East Fork Fire Protection District

Contact: Kathy Lewis

E-mail Address: kmlewis@eastforkfire.org

Daytime Telephone: 775-782-9040

Total Number of Privatization Contracts: 1

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Duration (Months/ Years)	Proposed Expenditure FY 2023-24	Proposed Expenditure FY 2024-25	Position Class or Grade	Number of FTEs employed by Position Class or Grade	Equivalent hourly wage of FTEs by Position Class or Grade	Reason or need for contract:
1	SMG Consulting	1/1/2022	1/1/2023	1 year	82,749.00	-	Deputy Chief	1.00	79.57	Provide Stability in Position
2										
3										
4										
5										
6										
7										
8	Total				82,749.00	-		1.00		

Attach additional sheets if necessary.

Schedule 32

PUBLIC NOTICE

The tentative budget hearing for the 2023-2024 fiscal year budget will be held in the East Fork Fire Protection District Office, 1694 County Road, Minden, Nevada on Tuesday, May 16, 2023, at 1:00 P.M. Recommendations for the final budget changes may be made at that time. The following budget funds will be heard at that time:

General Fund
Emergency Fund

Tentative budgets have been prepared in such detail and on forms prescribed by the Nevada Department of Taxation. Individual budgets and other pertinent information is available for review at the East Fork Fire Protection District Office, 1694 County Road, Minden, Nevada and posted on the District's website at Eastforkfire.org.

Tod F. Carlini
District Fire Chief
East Fork Fire Protection District
Douglas County, Nevada

The next legislative deadline is Friday, **May** when all bills need to clear the committee of the 2nd house. The following deadline is 2nd house passage on **May 26th**. With that in mind, here are updates for the 8 bills still alive and relevant to the District and/or Association:

AB158: <https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bill/9824/Text>

This bill proposes to include NV in the EMS Personnel Licensure Interstate Compact.

As of this writing, no hearings for this bill have yet been scheduled in the Senate

AB172: <https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bill/9856/Text>

This bill proposes to require the sharing of contact info of eligible members of a bargaining unit to the labor group from administration. I believe the District's policies are already in compliance with the legislative intent.

Heard May 8 in the Senate Gov Affairs Committee discussing a proposed amendment with no action taken.

AB178: <https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bill/9869/Text>

This bill as amended proposes to change the time period for an agency EMS license renewal from one year to two years. This bill would hopefully decrease the District's workload in off years.

As of this writing, no hearings for this bill are yet scheduled in the Senate

AB219: <https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bill/9948/Text#>

This bill proposes changes to the open meeting law in particular addressing public comment periods and mandatory providing of clear directions for online participation and requires a meeting conducted online adopting a regulation to have a physical location for public participation. I believe the District Board of Directors public comment policies are already in compliance with the legislative intent of the bill

Heard May 8 in the Senate Gov Affairs Committee with no action taken

AB358: <https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bill/10257/Text>

This bill as amended proposes to create the Bureau of Emergency Medical Services as part of the Nevada DPS State Fire Marshal Division removing the Bureau from the Department of Public and Behavioral Health. The current State EMS structure is chronically underfunded and understaffed It is hoped that moving the Bureau to the Fire Marshal will ultimately result in improved service both to the District and each individual EMS certification holder. one of this bill's primary sponsors is Assemblyman Grey

As of this writing, no hearings for this bill are yet scheduled in the Senate

SB261: <https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bill/10095/Text>

This bill as amended revises the process by which a local board adopts regulations that have the potential to impact businesses. Though the current legislation does not explicitly include a "NRS 474 Fire Protection District" a case can be made that the intent would be to include any and all local government bodies that can adopt regulations.

Heard at Assembly Government Affairs April 28 with no action taken

SB289: <https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bill/10145/Text>

This bill as amended expands the applicability of enhanced penalties for assault or battery against a provider of health care and adds EMT and Paramedic Students as protected persons. Since the majority of District Employees are covered under this provision, it warrants tracking.

Heard at Assembly Judiciary April 28 with no action taken

SB391: <https://www.leg.state.nv.us/App/NELIS/REL/82nd2023/Bill/10371/Text>

This is the Minden Siren Bill. Though it does not impact the District directly we are associated by the proximity of the Minden Siren to District property & staff as well as Association members working at Station 1. (Genoa Peak, BC, Training Captain)

Heard at Assembly Gov Affairs May 10th with no action taken.

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Presentation Only.** Reports/updates from East Fork Volunteer Firefighters Association concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 5 minutes.

2. **Recommended Motion:** For Presentation Only. No motion or action is necessary.

3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** May 16, 2023 **Time Required:** 5 minutes

6. **Agenda:** Administrative Agenda

7. **Background Information:** This portion of the meeting will allow for reports and updates from East Fork Volunteer Firefighters Association including, but not limited to, the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action taken on these reports/updates.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

Agenda Item # 16

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Presentation Only.** Reports/updates from District Board Members and Administration concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 10 minutes.

2. **Recommended Motion:** For Presentation Only. No motion or action is necessary.

3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** May 16, 2023 **Time Required:** 10 minutes

6. **Agenda:** Administrative Agenda

7. **Background Information:** This portion of the meeting will allow for reports and updates from District Board Members and Administration including, but not limited to, the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action taken on these reports/updates.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

