

East Fork Fire Protection District



**District Board Meeting
Agenda and Supporting Information for
The Meeting of June 16, 2026**

EAST FORK FIRE PROTECTION DISTRICT

1694 County Road
Minden, Nevada 89423

Meeting Agenda

John Bellona, Director, District 1
Barbara Griffin, Director, District 2
Bernard Curtis, Director, District 3
Nathan Leising, Secretary, District 4
Michael Sommers, President, District 5

Alan Ernst, District Fire Chief

Jolene Polish, Board Clerk

Tuesday, June 16, 2026

1:00 PM Board Meeting

To attend virtually-Contact Jolene Polish
In person-1694 County Road, Minden

MISSION STATEMENT

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

Meeting Notice and Access

The East Fork Fire Protection District Board meeting will be conducted in person and electronically. The public may attend in person at the East Fork Fire Protection District Administrative Office, 1694 County Road, Minden, Nevada, or participate electronically. To receive electronic meeting access information, please contact Jolene Polish prior to the day of the meeting at 775-782-9040 or jpolish@eastforkfire.org.

Public Comment

Public comment may be submitted in advance by email and will be accepted through the day before the meeting. Written public comment should be emailed to Jolene Polish at jpolish@eastforkfire.org prior to the meeting date to be included in the official meeting record. Members of the public who require assistance submitting public comment may contact Jolene Polish at 775-782-9040.

Agenda Availability

The finalized agenda will be posted at the East Fork Fire Protection District Administrative Office. The agenda and supporting materials are also available electronically at:

<https://eastforkfire.org>

<https://notice.nv.gov>

Electronic copies may be requested by contacting jpolish@eastforkfire.org.

Agenda Items

Agenda items may be taken out of order, combined, or removed at the discretion of the Board. Items designated “for possible action” may be discussed and acted upon, including approval, modification, denial, no action, or continuance.

Public Participation

The Board is committed to conducting meetings in a professional and respectful manner and encourages public participation in accordance with Nevada Open Meeting Law.

Accommodation Notice

Pursuant to NRS 241, persons with disabilities who require special accommodations are requested to contact Jolene Polish at 775-782-9040 or in writing at 1694 County Road, Minden, Nevada 89423, at least 20 hours prior to the meeting.

**EAST FORK FIRE PROTECTION DISTRICT
1694 COUNTY ROAD
MINDEN, NEVADA
FINAL AGENDA
June 16, 2026**

BOARD MEETING

1:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE – Director John Bellona

OPENING 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 “for presentation only” with no action listed, public comment is not legally required and must be made at the beginning of the meeting.

1. **For Possible Action.** Discussion and possible action to approve the 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. (Michael Sommers, President) 5 Minutes.
2. **For Possible Action.** Discussion and possible action to approve the draft meeting minutes for the May 19, 2026, meeting of the East Fork Fire Protection District Board of Directors. (Michael Sommers, President) 5 Minutes.

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.

3. **For Possible Action.** Approval of Consent Calendar Items A-F. (Alan Ernst, District Fire Chief) 5 Minutes.
 - A. **For Possible Action.** Discussion and possible action to accept the report on general ledger cash balances as of May 31, 2026. (Julie Andress, Director of Finance/CFO)
 - 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 May 2026 per NRS 474.210. (Julie Andress, Director of Finance/CFO)
 - C. **For Possible Action.** Discussion and possible action to approve payroll expenses paid in May 2026 per NRS 474.210. (Julie Andress, Director of Finance/CFO)
 - D. **For Possible Action.** Discussion and possible action to approve the Procurement Card Transactions paid for in May 2026 per NRS 474.210. (Julie Andress, Director of Finance/CFO)
 - 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 April 2026 in the amount of \$333,101.56. (Julie Andress, Director of Finance/CFO)
 - F. **For Possible Action.** Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of March 2026. (Julie Andress, Director of Finance/CFO)

NEW BUSINESS

- 4. For Possible Action.** Discussion and possible action to approve the updated Battalion Chief job description. (Brad Driscoll, Division Chief) 15 Minutes.
- 5. For Possible Action.** Discussion and possible action to approve the updated Captain job description. (Brad Driscoll, Division Chief) 15 Minutes.
- 6. For Possible Action.** Discussion and possible action to authorize the submission and acceptance if awarded, of a Fiscal Year 2026 Assistance to Firefighters Grant (AFG) application in the amount of \$212,448.65, with a required District match of \$19,313.51 (10%), for firefighter safety equipment, training, communications equipment, and a PPE washer/extractor, and to authorize the Fire Chief to execute all necessary grant application documents. (Larry Goss, Deputy Fire Chief and Brad Driscoll) 15 Minutes.
- 7. For Possible Action.** Discussion and possible action to determine that certain fire apparatus and vehicles owned by the District are no longer required for a public purpose, that disposal of the property is desirable and in the best interest of the District, and to approve disposal of the property in accordance with NRS 332.185. (Larry Goss, Deputy Chief Business Operations) 10 Minutes.
- 8. For Possible Action.** Discussion and possible action to purchase two (2) Chevrolet Colorado 4x4 pickup trucks to replace an aging staff vehicle and update the Fire Prevention fleet at a cost of \$38,300 and \$43,868.25, for a total expenditure of \$82,168.25, on or after July 1, 2026. (Larry Goss, Deputy Chief) 10 Minutes.
- 9. For Possible Action.** Discussion and possible action to approve the five-year Collective Bargaining Agreement between the East Fork Fire Protection District ("East Fork") and the East Fork Professional Firefighters Association ("Non-Supervisory"), and to authorize the District Fire Chief to execute the agreement on behalf of the District. The estimated fiscal impact of the agreement is approximately \$445,496 in Year 1, \$458,861 in Year 2, and \$472,627 in Year 3, for a cumulative estimated cost of \$1,376,984 over the first three years of the five-year agreement. The agreement is projected to increase labor-related expenditure by an average of 3.0% annually as a result of the negotiated terms. (Alan Ernst, District Fire Chief) 20 Minutes.
- 10. For Possible Action.** Discussion and possible action to approve the five-year Collective Bargaining Agreement between the East Fork Fire Protection District ("East Fork") and the East Fork Professional Firefighters Association ("Supervisory") and to authorize the District Fire Chief to execute the agreement on behalf of the District. The estimated fiscal impact of the agreement is approximately \$29,827 in Year 1, \$30,722 in Year 2, and \$31,643 in Year 3, for a cumulative estimated cost of \$92,192 over the first three years of the five-year agreement. The agreement is projected to increase labor-related expenditure by an average of 3.0% annually as a result of the negotiated terms. (Alan Ernst, District Fire Chief) 20 Minutes.

- 11. For Possible Action.** Discussion and possible action to approve the Non-Represented Employee Pay Plan consistent with the terms of the five-year Collective Bargaining Agreements and authorize the District Fire Chief to execute the agreements and any related administrative documents on behalf of the District. The estimated fiscal impact of the agreement is approximately \$113,609 in Year 1, \$117,017 in Year 2, and \$120,528 in Year 3, for a cumulative estimated cost of \$351,154 over the first three years of the five-year agreement. The agreement is projected to increase labor-related expenditure by an average of 3.0% annually. (Alan Ernst, District Fire Chief) 20 Minutes.
- 12. For Possible Action.** Discussion and possible action on the adoption of Resolution 2026R-003, which establishes incident reimbursement, restitution, equipment, vehicle and EMS event standby agreement, and medical billing rate schedule for the East Fork Fire Protection District effective July 1, 2026. (Julie Andress, Director of Finance/CFO) 15 Minutes.
- 13. For Possible Action.** Discussion and possible action to approve the District's annual Workers' Compensation Insurance Program for Fiscal Year 2026/2027 as proposed by 7710 Insurance. The District budgeted an annual premium cost of \$1,211,256, with the understanding that the final premium may increase by up to 10% based on underwriting and market conditions. Approval would also authorize the District Fire Chief to execute all related insurance documents on behalf of the District upon receipt. (Brad Driscoll, Division Chief) 15 Minutes.

REPORTS AND PRESENTATIONS

- 14. For Presentation Only.** Budget Summary for month ending May 2026. (Julie Andress, Director of Finance/CFO) 5 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, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (Michael Sommers, 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, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (Michael Sommers, President) 5 Minutes.
- 17. For Presentation Only.** Reports/updates from District Board Members and the Fire Chief concerning the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (Michael Sommers, 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.
(Michael Sommers, President)

ADJOURNMENT

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

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.** Discussion and possible action to approve the 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. (Michael Sommers, President) 5 Minutes.
2. **Recommended Motion:** Motion to approve the meeting agenda for June 16, 2026.
3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA
4. **Prepared by:** Jolene Polish, Board Clerk
5. **Meeting Date:** June 16, 2026 **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.

Agenda Item # 01

DRAFT

The Board Meeting of the East Fork Fire Protection District Board was held on Tuesday, May 19, 2026, in person and virtually, beginning at 1:00 PM.

East Fork Fire Protection District Board Present:

John Bellona, Director, District 1
Barbara Griffin, Director, District 2 (Online)
Bernard Curtis, Director, District 3
Nathan Leising, Secretary, District 4
Mike Sommers, President, District 5

Staff:

Alan Ernst, District Fire Chief
Larry Goss, Deputy Fire Chief/Business Operations
Amy Ray, Deputy Fire Chief/Fire Marshal
Michael Shockey, Deputy Fire Chief/Emergency Operations
Brad Driscoll, Division Chief/Risk Management/Safety
Anthony Seghieri, Executive Program Manager
Holly Megee, Director of Administrative Services
Julie Andress, Director of Finance/CFO
Mark Forsberg, District Legal Counsel
Jolene Polish, Board Clerk

Additional attendees that addressed the Board:

Brian Nelson, East Fork Fire Protection District Captain
Lois Wray, Wray Family Foundation
Alan Reed, Warren Reed Insurance
Adam Wennhold, East Fork Professional Firefighters Association

CALL TO ORDER

President Michael Sommers

INITIAL MEETING BUSINESS

PLEDGE OF ALLEGIANCE

President Michael Sommers 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.

Public Comment may be limited to three minutes per speaker, which will be decided by Board President or other presiding officers 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 act on, please

make your comments when the item is considered and is open for public comment.

For members of the public not being 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 Michael Sommers opened public comment.

District Fire Chief Alan Ernst recognized Captain Brian Nelson on his retirement after more than 30 years in the fire service, including 26 years with the District. District Fire Chief Ernst commended Captain Nelson for his exceptional career, steadfast leadership, and unwavering dedication to the organization. He highlighted Captain Nelson's significant contributions to recruiting and mentoring firefighters, noting many current District members were influenced by his encouragement, guidance, and commitment to developing future fire service professionals. District Fire Chief Ernst stated Captain Nelson's retirement would leave a considerable void within the organization but expressed sincere gratitude for his years of service and lasting impact on the District. He concluded by congratulating Captain Nelson on his distinguished career and wishing him and his family continued success and happiness in retirement.

Captain Brian Nelson expressed his appreciation for his career with the District and reflected on his experiences. He shared he first became interested in working for the District while completing his paramedic internship and was immediately impressed by the personnel and culture within the organization. Captain Nelson stated throughout his career, the District continued to feel like a special place to work and emphasized the importance of preserving that culture moving forward. He noted the positive environment is one of the reasons employees often return to the District after leaving. Captain Nelson encouraged the Board and leadership to continue supporting and maintaining the qualities that make the District unique and concluded by thanking everyone.

President Michael Sommers asked Captain Nelson about his plans following retirement.

Captain Nelson stated he intended to remain active by working seasonally and focusing on various personal projects that had been deferred during his career.

President Sommers wished Captain Nelson an enjoyable and safe retirement.

Secretary Nathan Leising reflected on his longstanding professional relationship with Captain Nelson, noting the many years they had worked together on emergency incidents and fire assignments. He expressed his

appreciation for Captain Nelson's friendship and service, stated that he would be missed, and wished him an enjoyable retirement, including safe travels and future endeavors.

Director John Bellona expressed his appreciation for Captain Nelson's years of service and stated that it had been a pleasure working with him throughout their many years together in the organization.

Captain Nelson expressed his appreciation.

Public comment closed.

ADMINISTRATIVE AGENDA

The Administrative Calendar handled as follows:

1. The Secretary 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 act.

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. Discussion and possible action to approve the 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. (Michael Sommers, President) 5 Minutes.

President Michael Sommers opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve the meeting agenda for May 19, 2026.

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

APPROVAL OF PREVIOUS MINUTES

2. For Possible Action. Discussion and possible action to approve the draft meeting minutes for the April 21, 2026, meeting of the East Fork Fire Protection District Board of Directors. (Michael Sommers, President) 5 Minutes.

President Michael Sommers opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve the draft meeting minutes for the April 21, 2026, meeting of the East Fork Fire Protection District Board of Directors.

RESULT: APPROVED [UNANIMOUS]
MOTION BY: Barbara Griffin
SECOND BY: Bernard Curtis
AYES: Bellona, Curtis, Griffin, Leising, Sommers
NAYS:
ABSTAIN:
ABSENT:

AWARDS, RECOGNITIONS, PROCLAMATIONS & DONATIONS

3. For Possible Action. Discussion and possible action to accept the donation of \$10,000 from The Wray Family Foundation to be used in supporting the East Fork Fire Protection District Annual Awards Ceremony and authorize a letter of appreciation from the Board President. (Alan Ernst, District Fire Chief) 5 Minutes.

District Fire Chief Alan Ernst reported a donation had been received from the Wray Family Foundation. He noted Mrs. Wray has been a consistent and generous supporter of both the District and its volunteer members over the years. He explained she expressed a desire to do something specifically in support of the District's men and women working in the firehouses. After careful consideration, she elected to sponsor the East Fork Fire Protection District Annual Awards Ceremony, through a generous \$10,000 donation. He

expressed sincere appreciation for her generosity and stated the funds would be put to good use.

President Michael Sommers summarized the contents of a letter that will be sent on behalf of the Board acknowledging the Wray Family Foundation's generous donation. He stated the letter will express the Board's appreciation for the foundation's thoughtfulness and support of the District and will indicate the donation will be used in accordance with the Foundation's wishes.

President Michael Sommers opened public comment.

There was no public comment.

Public comment closed.

MOTION to accept the donation of \$10,000 from The Wray Family Foundation to be used in supporting the East Fork Fire Protection District Annual Awards Ceremony and authorize a letter of appreciation from the Board President.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	John Bellona
SECOND BY:	Bernard Curtis
AYES:	Bellona, Curtis, Griffin, Leising, Sommers
NAYS:	
ABSTAIN:	
ABSENT:	

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.

4. For Possible Action. Discussion and possible action to approve the Consent Calendar Items A-F. (Alan Ernst, District Fire Chief) 5 Minutes.

A. For Possible Action. Discussion and possible action to accept the report on general ledger cash balances as of April 30, 2026. (Julie Andress, Director of Finance/CFO)

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 2026 per NRS 474.210. (Julie Andress, Director of Finance/CFO)

C. For Possible Action. Discussion and possible action to approve payroll expenses paid in April 2026 per NRS 474.210. (Julie Andress, Director of Finance/CFO)

D. For Possible Action. Discussion and possible action to approve the Procurement Card Transactions paid for in April 2026 per NRS 474.210. (Julie Andress, Director of Finance/CFO)

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 2026 in the amount of \$88,419.35. (Julie Andress, Director of Finance/CFO)

F. For Possible Action. Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of January 2026. (Julie Andress, Director of Finance/CFO)

President Michael Sommers opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve the Consent Calendar Items A-F.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Bernard Curtis
SECOND BY:	John Bellona
AYES:	Bellona, Curtis, Griffin, Leising, Sommers
NAYS:	
ABSTAIN:	
ABSENT:	

NEW BUSINESS

5. For Possible Action. Discussion and possible action to approve the new Deputy Chief job description consolidating the Deputy Fire Chief/Fire Marshal, Deputy Fire Chief of Operations, and Deputy Fire Chief of Training and Safety classifications into a single Deputy Chief classification. (Alan Ernst, District Fire Chief) 15 Minutes.

District Fire Chief Alan Ernst explained the proposed Deputy Fire Chief job description would consolidate the existing Deputy Fire Chief/Fire Marshal, Deputy Fire Chief of Operations, and Deputy Fire Chief of Training and Safety classifications into a single Deputy Fire Chief classification. He stated the

proposal is part of the District's ongoing effort to streamline and modernize human resource practices while improving organizational efficiency. District Fire Chief Ernst emphasized the change would not affect current authorized staffing levels or reduce any positions but would provide greater flexibility in recruiting, hiring, and assigning Deputy Fire Chief responsibilities based on the District's operational needs. He noted the consolidation is similar to the firefighter classification update previously approved by the Board and would allow for more efficient administration of the Deputy Fire Chief positions.

President Michael Sommers asked whether consolidating the Deputy Fire Chief positions into a single job classification would provide the District Fire Chief with greater flexibility to assign responsibilities and duties among the Deputy Fire Chiefs based on the District's needs.

District Fire Chief Alan Ernst stated the consolidation would provide greater flexibility because the current classifications and employment contracts are tied to specific position titles and responsibilities. He explained, in practice, organizational needs may require Deputy Fire Chiefs to perform duties outside of their designated classification. He noted the proposed single Deputy Fire Chief classification would allow leadership to assign and adjust responsibilities more effectively based on the District's operational needs and organizational priorities.

Director John Bellona asked whether there was a specific reason the Deputy Chief of Training position title had not been changed to reflect the employee's current business operations responsibilities.

District Fire Chief Ernst stated the position of Deputy Fire Chief of Training will be eliminated, and the role will be incorporated into a single Deputy Fire Chief job description.

President Sommers asked whether Deputy Fire Chiefs effectively will wear different hats depending on the duties and responsibilities they are performing at a given time.

District Fire Chief Ernst explained Deputy Fire Chiefs could serve in different functional roles and noted the flexibility would support succession planning by allowing them to gain experience in multiple assignments, preparing them for higher-level leadership positions within the District or elsewhere.

President Sommers asked the Deputy Fire Chiefs in attendance if they are comfortable with the proposed changes.

The Deputy Fire Chiefs in attendance signaled their support for the proposed changes.

Director Bellona asked whether new employment contracts would need to be developed and how the transition to the revised job description would be implemented.

District Fire Chief Ernst stated he did not anticipate the need for new contracts but would review the language with legal counsel to ensure the proposed changes were adequately addressed through the revised job description. He added the change would also help prepare for the upcoming recruitment process following Deputy Fire Chief Larry Goss's announced retirement.

President Michael Sommers opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve the new Deputy Fire Chief job description consolidating the Deputy Fire Chief/Fire Marshal, Deputy Fire Chief of Operations, and Deputy Fire Chief of Training and Safety classifications into a single Deputy Fire Chief classification.

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

6. For Possible Action. Discussion and possible action regarding approval of a new full-time Division Chief position to strengthen operational leadership, improve training and safety oversight, enhance emergency response coordination, and support the District's long-term organizational sustainability. This position will not increase the District's overall staffing levels, it will replace the currently vacant Management Specialist position, resulting in an increase to the FY 2026/2027 budget in the amount of \$118,840. (Alan Ernst, District Fire Chief) 15 Minutes.

District Fire Chief Alan Ernst stated the item before the Board was a cleanup of a prior action taken approximately one year earlier, when a vacant Management Specialist position was open. The position was filled by a contracted employee serving as Division Chief and overseeing training, risk management, and safety. He noted the District has realized significant benefit from the arrangement, particularly in providing dedicated support for line personnel training and introducing a valuable risk management perspective to departmental practices.

District Fire Chief Ernst explained the intent had been to evaluate the position over the course of a year and then determine whether to return to a

Management Specialist role or transition to a full-time Division Chief classification. Based on that review, the recommendation is to proceed with establishing the Division Chief position as a full-time employee rather than continuing the contract arrangement. He further noted this change would support succession planning by providing a pathway from Battalion Chief to Division Chief, allowing personnel to gain additional experience and better prepare for advancement. He emphasized there would be no increase in authorized Full Time Equivalent Positions (FTEs), as the change involves converting an existing position. The administration is supportive and excited about the proposed option.

Secretary Nathan Leising asked for clarification regarding the distinction between the Deputy Fire Chief and Division Chief positions.

District Fire Chief Ernst explained the distinction is similar to that between a Fire Captain and a Battalion Chief, representing a single step in rank progression. He noted the Division Chief role functions as a steppingstone toward a Deputy Fire Chief position, with expanded responsibility over a larger scope of operations, including one or more divisions such as training, safety, and risk management.

Secretary Leising asked whether the Division Chief would report directly to the District Fire Chief.

District Fire Chief Ernst stated the Division Chief will report directly to the Deputy Fire Chief of Emergency Operations.

President Michael Sommers asked whether the primary cost difference associated with the transition is attributable to employee benefit programs.

District Fire Chief Ernst stated the comparison includes the full cost of the Management Specialist position, including salary and benefits, which was comparable to the cost of the contracted employee. He added the primary difference in the proposed Division Chief position relates to the addition of employee benefits associated with a full-time position.

Director John Bellona asked Division Chief Brad Driscoll, since his arrival, has he observed a decrease in injuries among line personnel.

Division Chief Brad Driscoll stated there has been a decrease in injuries over the past four months. However, overall trends since his arrival indicate injury frequency has not significantly changed, but the District has improved its response and management of injuries. He noted, in coordination with Holly Megee, Director of Administrative Services, and the insurance broker, the District has taken a more proactive and aggressive approach to monitoring injured personnel and facilitating their return to work. He added this improved

management may take time to be reflected in long-term metrics; the oversight and follow-up processes have strengthened.

Director Bellona observed the monthly reports show a reduction in injuries, noting this as a positive trend.

Division Chief Driscoll stated, while he aims to reduce sprains and strains and recognizes that such injuries are common across most industries, the primary focus remains the prevention of catastrophic or major injuries. He noted such incidents would carry significant financial costs as well as serious human impacts and emphasized avoiding these events is a key objective of the District.

President Michael Sommers opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve a new full-time Division Chief position to strengthen operational leadership, improve training and safety oversight, enhance emergency response coordination, and support the District's long-term organizational sustainability.

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

President Michael Sommers re-opened public comment for Agenda Item 3.

President Michael Sommers acknowledged Ms. Lois Wray of The Wray Family Foundation, noting her attendance and expressing appreciation for her support and donation, and thanked her for attending the meeting.

Ms. Lois Wray of The Wray Family Foundation thanked the Board for the opportunity to attend the meeting.

District Fire Chief Alan Ernst thanked Ms. Wray, noting her generosity and partnership, and expressed appreciation for her support in helping provide a positive experience for firefighters at the District's Annual Awards Ceremony.

Ms. Wray expressed appreciation for the opportunity to participate and commended the District for recognizing and honoring its firefighters, offering her thanks to the Board.

President Sommers requested Ms. Wray sign-in to document her attendance and again expressed appreciation for both her donation and ongoing support.

Director Bernard Curtis noted she is always welcome to attend, and stated meetings are held on the third Tuesday of each month.

Ms. Wray stated she prefers to operate behind the scenes.

President Sommers added the Board would also welcome her attendance at the annual dinner.

Ms. Wray stated she thought that would be enjoyable.

7. For Possible Action. Discussion and possible action to approve the District's annual property and liability insurance package as provided by Warren Reed Insurance representing Nevada Public Agency Insurance (POOL) at an annual cost of \$212,585.33. (Larry Goss, Deputy Chief) 15 Minutes.

Deputy Fire Chief Larry Goss stated it is time for the annual insurance renewal and indicated he would turn the presentation over to Alan Reed of Warren Reed Insurance to review the renewal options for the year.

Alan Reed, Warren Reed Insurance, presented the District's insurance renewal proposal and provided an overview of the Nevada Public Agency Insurance Pool (POOL) renewal process.

Mr. Reed reported the proposed renewal premium is \$212,583.53, compared to \$208,019.30 last year, representing an increase of approximately \$4,564, or 2.2%.

He explained premium costs are primarily driven by changes in exposure, including:

- Payroll increased approximately 24.5%, from about \$8.75 million to \$10.9 million.
- Property values increased approximately 8.3%, from \$39.97 million to \$43.29 million.
- Vehicle count increased from 66 to 77 units.

Mr. Reed noted despite these exposure increases, the POOL achieved significant savings through remarketing efforts. Property, casualty, and cyber insurance base rates decreased approximately 8.23% from the previous year due to new carrier placements and changes in participating syndicates. Additional savings were also realized in terrorism and pollution coverage premiums.

Mr. Reed advised alternative quotes were reviewed, including a proposal from Volunteer Firemen's Insurance Services (VFIS), which was estimated to be between \$250,000 and \$260,000, significantly higher than the POOL renewal. He further noted VFIS has restricted certain coverages, including:

- No general liability coverage for powerline mitigation activities.
- Exclusions related to wildfire firefighting operations under certain circumstances.

He stated the POOL continues to provide coverage for both powerline mitigation and wildland firefighting activities.

Mr. Reed reviewed the POOL's renewal process, which began in October and concluded in April, and reported the organization currently serves 145 member agencies, including several new members. Of those members, 45 voting members participate in decisions regarding insurance programs and coverage options.

Additional information provided included:

- The POOL is a non-profit, member-owned organization established in 1987.
- Financial information is available to all member agencies upon request.
- Approximately \$8.6 billion in property is insured through the POOL.
- Coverage remains substantially unchanged from the prior year.

Mr. Reed summarized the District's major coverage includes:

- \$10 million in liability coverage.
- \$1 million in cyber liability coverage.
- \$2 million in environmental liability coverage.
- Property, earthquake, flood, and auxiliary coverages.

He also highlighted the extensive risk management and training resources available to member agencies through the POOL.

Mr. Reed concluded with a review of the District's insured property schedule, noting approximately \$43 million in total insured property values, including buildings, contents, equipment, and vehicles. He commended staff for annually reviewing and updating property and vehicle inventories to ensure accurate coverage and valuation.

President Michael Sommers asked whether the \$212,583 premium is a prorated premium or if the current policy term expires and renews on July 1.

Mr. Reed stated the policy term runs from July 1 through June 30; the insurer would retain the portion earned of the premium if coverage were canceled mid-

term. He indicated insurance policies are generally written on an annual basis and agreed to confirm how the POOL specifically handles cancellations and premium refunds.

President Michael Sommers opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve the District’s annual property and liability insurance package as provided by Warren Reed Insurance representing Nevada Public Agency Insurance (POOL) at an annual cost of \$212,585.33.

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

8. For Possible Action. Discussion and possible action on the adoption of Resolution 2026R-002, which augments the fiscal year 2025-2026 budget for \$1,685,800 to the General Fund and \$3,724 to the Emergency Fund to appropriate and amend previously unbudgeted resources. (Julie Andress, Director of Finance/CFO) 10 Minutes.

Director of Finance/CFO Julie Andress presented a resolution to augment the District’s current fiscal year budget.

Director of Finance/CFO Andress explained the proposed augmentation is supported by additional revenues, including:

- \$1.2 million in Charges for Service, primarily from off-district fire reimbursement appropriations that have been fully billed and collected.
- Miscellaneous revenue received through Medevac helicopter staffing reimbursements.

She stated the additional funding would be allocated to the following expenditure categories:

- Administration – Salaries and Wages: Off-district fire overtime, contract wages, and staffing costs associated with Medevac helicopter personnel.
- Administration – Services and Supplies: Consulting services and special projects.
- Fire Prevention: Professional services expenses.
- Training Division: Additional training and travel costs.

- Fire Suppression: Medical supplies and personal protective equipment.

Director of Finance/CFO Andress further noted the resolution includes a \$2,724 augmentation to the Emergency Fund to reconcile the fund balance with the audited opening balance.

President Michael Sommers asked if the proposed budget augmentation would result in a revised ending fund balance of approximately \$2.9 million.

Director of Finance/CFO Andress stated the revised ending fund balance with this augmentation is projected to be \$2,922,823.

President Michael Sommers opened public comment.

There was no public comment.

Public comment closed.

MOTION to adopt Resolution 2026R-002, which augments the fiscal year 2025-2026 budget for \$1,685,800 to the General Fund and \$3,724 to the Emergency Fund to appropriate and amend previously unbudgeted resources.

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

9. For Possible Action. Discussion and possible action to adopt and approve the District’s Final Budget for Fiscal Year 2026-2027 in the amount of \$32,208,986, which includes all funds and reserves, and all matters related thereto. (Alan Ernst, District Fire Chief and Julie Andress, Director of Finance/CFO) 30 Minutes.

District Fire Chief Alan Ernst stated the Board reviewed the tentative budget last month and staff are now presenting the final budget for approval. He noted there were only a few changes from the tentative budget.

Director of Finance/CFO Julie Andress presented the final fiscal year 2026–2027 budget and noted, in accordance with NRS 354.596, the District was holding its required public budget hearing.

She also stated the District has received its compliance letter from the Nevada Department of Taxation confirming the tentative budget review.

Director of Finance/CFO Andress reviewed the key budget adjustments, including:

- Opening Fund Balance
 - Increased by \$45,758
 - Reflects anticipated savings from the current fiscal year
- Department 252 – Business Operations
 - Increase of \$33,989
 - Adjusts radio user fees in alignment with the agreement with Douglas County
- Department 264 – Fuels Management
 - Increase of \$5,975
 - Covers small tools and equipment

She noted these adjustments result in corresponding changes to financial reserves:

- Contingency increases to maintain the required 1.5% of operating costs
- Ending Fund Balance increases by \$5,195 to maintain a target of 13%

Director of Finance/CFO Andress summarized the overall budget as follows:

- General Operations Fund: \$31.8 million
- Emergency Fund: \$391,000
- Total District Budget: approximately \$32.2 million

Director John Bellona thanked staff for the brief budget presentation.

Director of Finance/CFO Andress added the tentative budget was brought forward one month earlier than usual this fiscal year, which reduced the number of changes in the final budget and resulted in a smoother budget process. She noted she would seek Board feedback at a later date regarding continuing this approach in future fiscal years.

Secretary Nathan Leising asked whether all off-district reimbursements were current.

Director of Finance/CFO Andress stated all off-district fire reimbursements for the current fiscal year have been fully billed and received.

District Fire Chief Alan Ernst added the updated budgeting approach now includes off-district revenues and expenditures within the budget process, which should help reduce future budget augmentations.

Secretary Leising stated the approach may also help improve reimbursement timing.

District Fire Chief Ernst agreed.

President Michael Sommers requested clarification on the budget figures in the packet, noting a difference between the \$31.8 million in approved available resources shown in the budget document and the \$32.2 million total referenced in the agenda. He asked if the difference was due to the emergency fund.

Director of Finance/CFO Andress confirmed the Emergency Fund is shown on a separate schedule and the combined total includes both the General Fund and the Emergency Fund.

President Michael Sommers opened public comment.

There was no public comment.

Public comment closed.

MOTION to adopt and approve the District's Final Budget for Fiscal Year 2026-2027 in the amount of \$32,208,986 which includes all funds and reserves, and all matters related thereto.

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

10. For Possible Action. Discussion and possible action to purchase two (2) Chevrolet 1500 pickup trucks to replace an aging staff vehicle and update the light vehicle (utility) fleet at a cost of \$53,800 each, for a total expenditure of \$107,600. (Larry Goss, Deputy Chief) 15 Minutes.

Deputy Fire Chief Larry Goss stated the District's Type 1 Apparatus and Ambulances are in generally good condition, noting this is due to the approved Type 1 replacement plan and the ongoing ambulance remount program.

He explained the most significant challenge remains modernization of the light vehicle fleet. He noted:

- End-of-year funding provides an opportunity to begin addressing fleet upgrades
- The goal is to update staff vehicles and progressively rotate newer units into station assignments
- Several vehicles currently in service date back to the 1990s
- While some have low mileage, parts availability is becoming increasingly limited
- Many are no longer meeting operational needs

Deputy Chief Goss added initiating a formal light vehicle replacement plan would help ensure long-term fleet reliability and efficiency. He recommended Board approval to move forward with the proposed approach and begin implementation of the replacement strategy.

Secretary Nathan Leising asked whether the vehicles would be traded in or sold.

Deputy Fire Chief Goss explained the second step would be the reduction plan and would allow the District to begin phasing out older light vehicles, with some units potentially rotated through the fleet and others disposed of through auction.

District Fire Chief Alan Ernst noted the replacement strategy would focus on replacing currently operating vehicles, rotating newer units through the system, and removing the oldest and poorest-condition vehicles from service.

Director John Bellona asked if the new vehicles were turnkey.

Deputy Fire Chief Goss stated they are turnkey units that are in stock that do not require ordering, aside from outfitting.

Director Bellona asked if there will be additional costs for equipment such as light bars, radios, and command components.

Deputy Fire Chief Goss confirmed those costs would be addressed in the next fiscal year during the outfitting process.

President Sommers asked whether the vehicles are four-wheel or all-wheel drive.

Deputy Fire Chief Goss confirmed all vehicles are four-wheel drive and that the District's light fleet will be fully four-wheel drive.

President Sommers asked for clarification on the difference between "Red Hot" and standard red vehicle color.

Deputy Fire Chief Goss explained "Red Hot" is Chevrolet's designated shade of red and that the manufacturer offers multiple red tones.

President Sommers asked who would be assigned the trucks.

Deputy Fire Chief Goss stated the assignments are still to be determined.

President Michael Sommers opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve the purchase of two (2) Chevy 1500 Pickup trucks at a cost of \$53,800 each, for a total expenditure of \$107,600.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Bernard Curtis
SECOND BY:	Nathan Leising
AYES:	Bellona, Curtis, Griffin, Leising, Sommers
NAYS:	
ABSENT:	

REPORTS AND PRESENTATIONS

11. Budget Summary for month ending April 2026. (Julie Andress, Director of Finance/CFO) 5 Minutes.

Director of Finance/CFO Julie Andress reviewed the current Budget Performance Report and noted the District was 83% through the fiscal year. She reported revenues were at 77% of budget and provided the following updates:

- The District is still awaiting GEMT cost report reimbursement funds, which contributes to the lower revenue percentage.
- Ad valorem tax revenues have been received through March, with three months of collections remaining.
- Consolidated tax (C-Tax) revenues have been received through February, with four months remaining.
- Ambulance revenue continues to perform well.

Director of Finance/CFO Andress reported overall expenditures were at 74% of budget, slightly below the revenue percentage. She noted staff has been working on year-end projections and based on current estimates, the District is expected to end the fiscal year in a favorable financial position.

President Michael Sommers asked whether the Budget Performance Report reflects the budget augmentation that was approved earlier in the meeting.

Director of Finance/CFO Andress stated the Budget Performance Report does not include the budget augmentation approved earlier in the meeting.

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

Adam Wennhold, East Fork Professional Firefighters Association Vice President, reported on the Association's participation in the recent ALS 5K fundraiser held in partnership with the Ashes and Ember Foundation in honor of retired Captain Dennis Cote. He noted weather conditions limited turnout but expressed appreciation for the District's support and assistance in providing equipment and other resources for the event.

Vice President Wennhold stated the Association looks forward to participating in the event again next year and anticipates completing contract negotiations and presenting the agreement to the Board in the near future.

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

President Michael Sommers, on behalf of the East Fork Volunteer Association, reported he attended the recent volunteer meeting and provided an update on upcoming activities. He noted the following:

- Station 8 (Sheridan Acres) annual fundraiser
 - Scheduled for August 15
 - Will include a community barbecue featuring hamburgers, hot dogs, and baked beans
 - Intended as an informal community gathering and fundraiser
- Station 9 (Fish Springs) event
 - Planned for September
 - Menu is still being finalized
 - The Volunteer Association is looking forward to hosting the event again

He also reported the volunteers are continuing regular training activities and the Association has begun receiving new applications from potential volunteer members.

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

Mark Forsberg, Legal Counsel noted:

- No report.

Holly Megee, Director of Administrative Services noted:

- Engine Boss Recruitment
 - Three candidates were interviewed
 - A final decision is expected to be made later this week
- Lateral Firefighter Recruitment
 - Position is currently open to the public
 - Opening is due to the retirement of Brian Nelson
 - One vacancy is available
 - Four applications have been received to date

President Michael Sommers asked which departments the lateral applicants are coming from.

Director of Administrative Services Megee stated she did not have that information available, noting some appear to be from within the local area.

Julie Andress, Director of Finance/CFO noted:

- No report.

Anthony Seghieri, Executive Program Manager noted:

- Staff have been actively engaged in multiple training academies through the shared Nevada Division of Forestry (NDF) program over the past two weeks
- Seasonal personnel completed the rookie academy
- Full-time staff participated in:
 - Engine Operator Academy
 - Additional specialized training programs
- Natural Resource Academy training is currently being finalized
- Preparations are underway for the upcoming fire season
- Engine Boss interviews were completed, with candidates identified for selection and staffing decisions pending
- The District is working toward full staffing of both engines and hand crews
- The Community Wildfire Protection Plan (CWPP) has been in development for approximately one year
- The CWPP is now in the field phase, including countywide risk assessments and prioritization of mitigation projects
- Risk assessments are expected to begin distribution within the next few weeks

President Michael Sommers asked whether the CWPP is conducted in partnership with NDF.

Executive Program Manager Seghieri stated the Community Wildfire Protection Plan (CWPP) is required to be updated every five years, but the District is currently piloting a “living” CWPP model. He noted the CWPP will be cloud-based and updated in real time, allowing fuels reduction projects to be tracked as they are completed and reflected immediately on the map as areas are

treated. He added this approach reduces the need for continual manual updates to the document and allows the plan to remain current on an ongoing basis.

President Michael Sommers asked for an update on any outstanding grant applications the District has submitted.

Executive Program Manager Seghieri stated approximately \$643 million in new funding opportunities was announced that morning through a Notice of Funding Opportunity (NOFO). He added this includes several grant programs, including the Community Wildfire Prevention Grant (CWPG) program previously discussed, which provides up to \$10 million per application.

Executive Program Manager Seghieri reported the following updates:

- The District has identified several large projects that align with the CWPG program as planning and implementation move forward.
- Staff is developing a contract for the Clear Creek area, and a brush truck will be assigned there throughout the summer to support ongoing fuel reduction work.
- Seasonal staffing and deployment planning is being finalized, with a clear understanding of personnel assignments for the fire season.
- Staff is actively engaged in strategic planning efforts to support operational readiness.
- The hand crew responded to its first fire assignment, marking a positive milestone for the program.
- Although only part of the crew had completed academy training, half of the hand crew was integrated with an existing crew and gained operational experience on an incident in the Sweetwater area, which went well overall.

President Sommers asked when the District's crews will be able to go off district.

Executive Program Manager Seghieri stated crews will be ready by the end of the week (May 22nd).

Secretary Nathan Leising asked whether the crews were available for initial attack when under contracts such as Clear Creek.

Executive Program Manager Seghieri stated while crews are under contracts such as Clear Creek, they remain available for initial attack. He clarified the District retains operational control of its resources and the agreement supports significant preparedness work in the area.

Brad Driscoll, Division Chief/Risk Management/Safety noted:

- In April, there were two work-related injuries requiring treatment and one report-only incident, with no accidents reported.

- A five-day captain's testing process was successfully completed with support from staff and field crews.
- Testing was conducted in partnership with Tahoe Douglas and Carson City Fire Departments using a shared process and scoring system.
- East Fork, Tahoe Douglas, and Carson City candidates were evaluated under the same standardized testing format, with each agency participating in sequence.
- The collaborative testing approach improved efficiency across all three agencies.
- Aligning the process supports interagency consistency, as the departments regularly operate together in the field.
- Appreciation was expressed to staff and crews for their work in completing the process.

Amy Ray, Deputy Fire Chief/Fire Marshal noted:

- Open burning season was closed early, effective Sunday May 17, 2026, due to increasingly dry conditions in the region.
- Community Connect was used to notify all residents with active burn permits of the early closure through a mass email notification.

President Michael Sommers asked what factors led to the early closure of burn season.

Deputy Fire Chief/Fire Marshal Ray stated dry conditions in the area prompted the decision.

District Fire Chief Alan Ernst added numerous fires had recently occurred throughout the region and California, making it an appropriate time to end the burn season.

Deputy Fire Chief/Fire Marshal Ray continued:

- Staff attended a First Due Summit training, which provided additional training on utilizing the First Due platform.
- The District is implementing a new Inspection, Testing, and Maintenance (ITM) module within First Due that will:
 - Track and monitor fire sprinkler system testing and maintenance throughout the District.
 - Integrate with the inspection program.
 - Reduce reliance on multiple software platforms by consolidating functions currently managed through both First Due and Compliance Engine.
- Staff have been conducting weekly cause-and-origin training sessions on Fridays.
- Several staff members will attend the Silver State Women in Fire Conference on May 30 in Carson City.

President Sommers asked where the Silver State Women in Fire Conference would be held.

Deputy Fire Chief/Fire Marshal Ray stated the event would take place at the Carson City Fire Department training grounds.

President Sommers thanked staff for their work in advancing the County's adoption of the District's fire codes.

Deputy Fire Chief/Fire Marshal Ray noted the first reading went well and the second reading is scheduled for June 4, 2026.

Director Bernard Curtis asked whether there were any significant new development projects underway.

Deputy Fire Chief/Fire Marshal Ray responded there were no major changes from previous reports, aside from continued progress on the SpringHill Suites project and ongoing industrial developments.

President Sommers asked about the status of a building that had been closed due to safety concerns.

Deputy Fire Chief/Fire Marshal Ray explained joint inspections conducted by the County, health officials, building inspectors, and fire personnel determined the structure was unsafe for occupancy. She noted the building should not be occupied; it remains a concern from a safety standpoint.

President Sommers expressed concern the vacant structure could become occupied and create future fire and life-safety issues.

Larry Goss, Deputy Fire Chief/Business Operations noted:

- The District received its latest Type III ambulance remount last week.
- The remount program continues to provide significant benefits, including:
 - Savings of more than \$100,000 per unit compared to purchasing a new ambulance.
 - Reuse of existing ambulance boxes, which are expected to remain in service through multiple remount cycles.
 - Reduced delivery times, with the most recent remount completed in approximately 90 days, compared to the typical 12- to 18-month wait for a new ambulance.
- Personnel are very pleased with the specifications and overall quality of the remounted unit.
- The station alerting project continues to move forward.
 - Douglas County has approved the CAD interface component.
 - Implementation is now underway.
 - Goal is to have the system completed before July.

Michael Shockey, Deputy Chief of Emergency Operations noted:

- Call volume remained consistent last month, with approximately 650 incidents.
- Crews responded to a significant rescue incident in the Foothill Road area involving an injured individual in difficult terrain.
 - Paramedics reached the patient approximately one hour after the 911 call was received.
 - The response required personnel to access the patient on foot.
 - Assistance was provided by the Washoe County Sheriff's Office and the Raven helicopter.
 - The patient was hoisted from the scene and transferred to Air 12 for transport.
 - The incident lasted several hours and demonstrated strong interagency coordination and rapid access to patient care in a challenging environment.

President Michael Sommers asked if the District is seeing increased utilization of Air 12.

Deputy Fire Chief Shockey stated Air 12 was utilized seven times during the previous month and usage has remained relatively consistent since the program began, averaging approximately three to seven calls per month.

President Sommers asked whether utilization levels are meeting initial expectations.

Deputy Fire Chief Shockey stated he was unsure of the original projections but noted usage has remained steady since the aircraft entered service.

President Sommers asked Engineer Adam Wennhold if personnel have greater confidence in requesting Air 12 for responses.

Engineer Wennhold noted in his experience Air 12 has been a valuable resource. He shared during a recent shift, the helicopter responded independently to two incidents in remote areas of the Pinenut Range where ground response times would have been significantly longer, allowing patients to receive care and transport more quickly.

President Sommers commented Air 12 appears to be a significant asset to the District.

District Fire Chief Alan Ernst agreed and noted the reported utilization numbers only reflect in-district responses and do not include out-of-district missions or transfer flights. The aircraft remains active on a daily basis.

Deputy Fire Chief Shockey reported staff has refined the Air 12 automatic launch protocol. A response area has been established encompassing much of

the valley basin. Air 12 is automatically dispatched to incidents in remote locations, including the Pine Nut Mountains and Clear Creek areas, where rapid access may be beneficial.

President Sommers asked whether Air 12 is expected to have bucket operations capability this summer.

District Fire Chief Ernst explained the newly acquired helicopter has been accepted by Battle Born Medevac and is currently undergoing the carding and certification process. He noted staff is working with NDF, the U.S. Forest Service, and Battle Born personnel to complete the process and place the aircraft into service as soon as possible.

Alan Ernst, District Fire Chief noted:

- The District participated in a well-attended community education meeting in the Clear Creek area in partnership with Living With Fire.
- Residents were provided with information on wildfire preparedness and mitigation, followed by a productive question-and-answer session.
- Staff have been heavily engaged in preparations for the upcoming wildland fire season.
- Preseason coordination meetings with multiple partner agencies have been completed.
- The District also conducted its internal preseason meeting to prepare personnel and resources for the fire season.
- The region recently experienced the line-of-duty death of an engineer from Lake Valley Fire Protection District.
- District flags have been lowered to half-staff until the funeral service.
- District personnel participated in the memorial procession held in honor of the fallen firefighter.
- Expressed appreciation for the completion of the budget process and stated staff looks forward to moving ahead with the new fiscal year.

Michael Sommers, President noted:

- Extended birthday wishes to Director Bernard Curtis.

Bernard Curtis, Director noted:

- No report

Nathan Leising, Secretary noted:

- Expressed appreciation to District personnel and members of the Association who traveled to Renown Hospital to support the Lake Valley firefighter and his family following the line-of-duty incident.
- The presence and support provided during that difficult time were meaningful to the firefighter, the family, and the fire service community.
- Thanked everyone involved for their commitment, compassion, and support.

District Fire Chief Alan Ernst added District personnel also stepped up by volunteering to assist with staffing the Lake Valley Fire stations for a period of two separate days, allowing members time to be with their families and process the situation.

John Bellona, Director noted:

- He will not be in attendance at the next meeting.

Barbara Griffin, Director noted:

- Extended birthday wishes to Director Bernard Curtis.
- She will be in attendance at the next meeting.

CLOSING PUBLIC COMMENT (No Action)

President Michael Sommers opened public comment.

There was no public comment.

Public comment closed.

ADJOURNMENT

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

MOTION to adjourn; carried.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Bernard Curtis
SECOND BY:	Nathan Leising
AYES:	Bellona, Curtis, Griffin, Leising, Sommers
NAYS :	
ABSENT:	

There being no further business to come before the Board, 2:14PM the meeting was adjourned.

Respectfully submitted:

Michael Sommers, President
East Fork Fire Protection District

ATTEST:

Jolene Polish, Clerk to the Board
East Fork Fire Protection District

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the Consent Calendar Items A-F. (Alan Ernst, District Fire Chief) 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:** Alan Ernst, District Fire Chief
5. **Meeting Date:** June 16, 2026 **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 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. The Consent Calendar includes items A-F, which are attached.

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 May 31, 2026. (Julie Andress, Director of Finance/CFO)

2. **Recommended Motion:** Motion to accept the report on general ledger cash balances as of May 31, 2026.

3. **Funds Available:** NA **Amount:** \$6,171,537.38

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

4. **Prepared by:** Julie Andress, Director of Finance/CFO

5. **Meeting Date:** June 16, 2026 **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.

Agenda Item # 03A

East Fork Fire Protection District

Cash Cross Fund Report

As of:

5/31/2026

Fund #	Fund Name	Account #	Account Description	Beginning of Month Balance	Changes	Ending of Month Balance
650	General Fund	101.650	Cash in Bank - EFFPD	1,014,594.25	(494,395.84)	520,198.41
650	General Fund	101.701	LGIP - Local Govt Investment Pool	5,735,308.81	(460,000.00)	5,275,308.81
650	General Fund	101.703	Reserve Account - Pitney Bowes	3,544.00	-	3,544.00
650	General Fund	102.000	Petty Cash	100.00	-	100.00
			Fund Total	6,753,547.06	(954,395.84)	5,799,151.22
651	Emergency Fund	101.701	LGIP	372,386.16	-	372,386.16
			Fund Total	372,386.16	-	372,386.16
Grand Total: 2 Funds				7,125,933.22	(954,395.84)	6,171,537.38

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 May 2026 per NRS 474.210. (Julie Andress, Director of Finance/CFO)
2. **Recommended Motion:** Motion to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in May 2026 per NRS 474.210.
3. **Funds Available:** Yes **Amount: \$1,239,534.48**

Fund Name: General **Account Number:** Various
4. **Prepared by:** Erica Amatore, Accounting Specialist
5. **Meeting Date:** June 16, 2026 **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.

Agenda Item # 03B

Company name: East Fork Fire Protection District
Report name: Payables for Prior Month (May)
Report title 2: Monthly Board Report
Created on: 6/8/2026
Fund: All Funds--All Funds

Type	Date	Check No.	Payee Name	Transaction Amount
Record Transfer	5/1/2026		VOYA Benefit Strategies	14,951.74
Record Transfer	5/1/2026		State of NV - DCP	27,314.02
Record Transfer	5/4/2026		Cybersource	27.08
Record Transfer	5/4/2026		AuthorizeNet	30.00
Record Transfer	5/4/2026		Aflac	1,181.44
Record Transfer	5/4/2026		Principal Life Insurance Co.	609.90
Record Transfer	5/4/2026		Waystar	1,817.76
Check	5/8/2026	15099	Ace Hardware	35.97
Check	5/8/2026	15100	Airtec Gases, LLC	184.45
Check	5/8/2026	15101	Amazon Business	3,316.18
Check	5/8/2026	15102	AT&T Mobility	1,949.85
Check	5/8/2026	15103	Behavioral Medicine Consultants	350.00
Check	5/8/2026	15104	Bently Ranch	15.00
Check	5/8/2026	15105	Bound Tree Medical, LLC	1,590.35
# Check	5/8/2026	15106	Braun NW, Inc	235,613.00
Check	5/8/2026	15107	Burroff and Associates, LTD	3,690.00
Check	5/8/2026	15108	Campora Propane	4.00
Check	5/8/2026	15109	Cintas	210.97
Check	5/8/2026	15110	Conway Communications	1,801.18
# Check	5/8/2026	15111	CRBR Property Damage Services	7,620.00
Check	5/8/2026	15112	Digital Technology Solutions, Inc. (DTS Fiber)	26.23
Check	5/8/2026	15113	Douglas Disposal	974.33
Check	5/8/2026	15114	Flyers Energy LLC	4,766.51
Check	5/8/2026	15115	Gardnerville Water Company	215.81
Check	5/8/2026	15116	Hi-Tech EVS, Inc	497.68
# Check	5/8/2026	15117	Honeywell International, Inc	8,500.00
Check	5/8/2026	15118	Knox Company	487.00
Check	5/8/2026	15119	Life-Assist, Inc	2,691.27
Check	5/8/2026	15120	Lisa Owen	3,239.80
Check	5/8/2026	15121	LN Curtis	4,569.53
Check	5/8/2026	15122	Marshall EMS Billing	11,571.92
Check	5/8/2026	15123	McCandless Truck Center	235.78
Check	5/8/2026	15124	Mound House Powder Coating	241.06
Check	5/8/2026	15125	Nevada Public Agency Insurance Pool	4,868.02
Check	5/8/2026	15126	Nu-Systems, Inc	117.00
Check	5/8/2026	15127	NV St Dept of Public Safety	312.00
Check	5/8/2026	15128	NV State Public Health Laboratory	12.00
Check	5/8/2026	15129	O'Reilly Auto Parts	491.67
Check	5/8/2026	15130	Overhead Fire Protection	2,975.00
Check	5/8/2026	15131	Pacific Shredding	89.88
Check	5/8/2026	15132	Parts House	1,022.00
Check	5/8/2026	15133	Public Employee's Benefits Program	348.76
Check	5/8/2026	15134	REMSA	30.00
Check	5/8/2026	15135	Siddons-Martin Emergency Group	3,795.85

Type	Date	Check No.	Payee Name	Transaction Amount
Check	5/8/2026	15136	Southwest Gas Corporation	1,445.56
Check	5/8/2026	15137	Teleflex	3,335.50
Check	5/8/2026	15138	Terry Taylor	124.12
Check	5/8/2026	15139	Teva Hogg	7,500.00
Check	5/8/2026	15140	Town of Minden	630.08
Check	5/8/2026	15141	Trustee of the Peter & Rosemary Family Trust	183.63
Check	5/8/2026	15142	ubeo Business Services	75.93
Check	5/8/2026	15143	UKG Kronos Systems, LLC	12,355.20
Check	5/8/2026	15144	Uniformity of Nevada LLC	596.90
# Check	5/8/2026	15145	Wilson Engineers	4,103.75
Check	5/8/2026	15146	Xerox Corporation	557.46
Check	5/8/2026	15147	Zoll Data Systems, Inc	4,128.96
Record Transfer	5/8/2026		VOYA Benefit Strategies	38.00
Record Transfer	5/13/2026		Optum Financial	158.11
Check	5/15/2026	15148	Douglas County Utilities	2,151.24
Record Transfer	5/15/2026		Bank of America- Checking	361.51
Record Transfer	5/15/2026		VOYA Benefit Strategies	70.50
Record Transfer	5/15/2026		State of NV - DCP	27,540.32
Record Transfer	5/15/2026		VOYA Benefit Strategies	14,951.74
Record Transfer	5/15/2026		Public Employees' Retirement System of Nevada	398,033.04
Record Transfer	5/18/2026		Waystar	599.79
Check	5/19/2026	15149	Battle Born Painting	500.00
Record Transfer	5/20/2026		Cigna	179,003.17
Record Transfer	5/20/2026		Principal Life Insurance Co.	9,148.18
Record Transfer	5/20/2026		Waystar	1,290.00
Check	5/22/2026	15150	ABE Printing	175.96
Check	5/22/2026	15151	Accolades Trophies, Engraving & Gifts	377.86
Check	5/22/2026	15152	Airtec Gases, LLC	138.60
Check	5/22/2026	15153	Alice Sobieralski	103.47
# Check	5/22/2026	15154	Beach & Sons Mechanical Inc	17,280.00
Check	5/22/2026	15155	Bently Ranch	104.50
Check	5/22/2026	15156	Bound Tree Medical, LLC	1,363.68
Check	5/22/2026	15157	Brad Driscoll	846.76
Check	5/22/2026	15158	Burroff and Associates, LTD	359.00
Check	5/22/2026	15159	Carson Dodge Chrysler	134.40
Check	5/22/2026	15160	Cintas	210.97
Check	5/22/2026	15161	CMC Tire Inc	6,030.40
Check	5/22/2026	15162	Conway Communications	6,089.79
Check	5/22/2026	15163	Flyers Energy LLC	7,366.53
Check	5/22/2026	15164	Gardnerville Ranchos GID	416.64
Check	5/22/2026	15165	Golden Nugget Automotive	412.93
Check	5/22/2026	15166	Guided Truck & Equipment	45.21
Check	5/22/2026	15167	Hi-Tech EVS, Inc	1,607.12
Check	5/22/2026	15168	Life-Assist, Inc	697.00
Check	5/22/2026	15169	LN Curtis	246.74
Check	5/22/2026	15170	McCandless Truck Center	48.29
Check	5/22/2026	15171	O'Reilly Auto Parts	49.50
Check	5/22/2026	15172	Oshinski & Forsberg, Ltd.	725.00
Check	5/22/2026	15173	Overhead Fire Protection	5,370.00
Check	5/22/2026	15174	Pacific Shredding	89.88

Type	Date	Check No.	Payee Name	Transaction Amount
Check	5/22/2026	15175	Tahoe Supply Company LLC	665.09
Check	5/22/2026	15176	Topaz Ranch Estates GID & Water Co.	135.00
Check	5/22/2026	15177	ubeo Business Services	182.05
Check	5/22/2026	15178	UKG Kronos Systems, LLC	1,770.08
Check	5/22/2026	15179	Uniformity of Nevada LLC	51.00
Record Transfer	5/22/2026		TASC Client Services	176.00
Check	5/26/2026	15180	Juniper Strategies, LLC	10,948.00
Record Transfer	5/26/2026		State of NV - DCP	1,061.25
Record Transfer	5/26/2026		Bank of America CC - Visa	717.97
Record Transfer	5/26/2026		Bank of America CC - EF	8,800.77
Record Transfer	5/26/2026		Waste Management	210.50
# Check	5/27/2026	15181	Michael Hohl Motor Company	107,600.00
Record Transfer	5/28/2026		NV Energy	3,308.30
Record Transfer	5/28/2026		Pay Plus	590.01
Check	5/29/2026	15182	Southwest Gas Corporation	1,648.33
Record Transfer	5/29/2026		State of NV - DCP	28,105.22
Total 110 Records				
Sum Total				1,239,534.48
# Purchases this month relating to the CIP				
			Accounts Payable	621,022.01
			Investements	0.00
			HR/Payroll/Benefits	618,512.47

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve payroll expenses paid in May 2026 per NRS 474.210. (Julie Andress, Director of Finance/CFO)
2. **Recommended Motion:** Motion to approve payroll expenses paid in May 2026 per NRS 474.210.
3. **Funds Available:** Yes **Amount:** \$2,118,179.88
Fund Name: General **Account Number:** Various
4. **Prepared by:** Jamie Zess/Accounting Specialist II
5. **Meeting Date:** June 16, 2026 **Time Required:** NA
6. **Agenda:** Consent
7. **Background Information:** Attached are the summarized payroll registers for the month. Please note, the total costs reported are gross earnings, East Fork Fire Protection District paid deduction, and taxes (employer).

Agenda Item # 03C



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

Payroll Register (By Account)
Board Report - Payroll Summary

Pay Dates: 05/01/2026-05/31/2026

Report Total

# of EE's - 106 / # of Statements - 298									
Pay Type	Hrs	Amt	Deduction	EE Amt	ER Amt	Taxes	Amt	Net Pay	Amt
Helo Regular	1008.00	32,379.66	NVPERS Fire	-	558,833.11	FIT	148,524.18	Direct Deposit	1,010,256.00
Regular	25415.75	904,684.16	NVPERS Reg	-	37,200.45	MEDI	18,657.90	Check	-
WC	348.61	13,101.15	Dist Paid Dent	-	8,164.66	SIT:CA	1,256.68	Totals:	1,010,256.00
Act-REG	33.50	-	Dist Paid Life	-	536.97	Totals:	168,438.76		
Act-REG-BC	16.00	-	Dist Paid Vis	-	983.52	MEDI	18,657.90		
FC-REG	2069.00	49,545.12	Dist Pd Med	-	174,792.79	SUTA:NV	-		
FTO-REG	311.00	-	Donate	600.00	-	ER Totals:	18,657.90		
Prec-REG	234.50	-	HSA Acct Fee	-	195.75	All Totals:	187,096.66		
FC-PROJ	301.50	7,638.83	HSA Fam 55	850.00	-				
FLSA	576.00	18,447.96	HSA Ind 55	325.00	-				
HIW	-	900.00	HSA Pre Fam	26,481.04	-				
Helo FLSA	27.00	867.24	HSA Pre Ind	2,127.44	-				
FC-ActREG	-	-	HSA Special	120.00	-				
FC-F-Reg	100.00	2,430.71	457 Roth post ta	18,110.94	-				
OT	2873.50	140,583.52	457-%	51,868.43	-				
OT-Helo	77.50	3,734.26	457-CU	12,680.19	-				
FC-F-OT	405.00	14,766.54	457Roth-CU	300.00	-				
FC-OT	744.00	24,400.90	EFC	1,662.90	-				
Act-OT	299.00	13,725.61	EFC2	1,384.59	-				
Act-OT-BC	35.50	2,749.21	FICA Alt	3,930.00	-				
FTO-OT	96.00	4,625.65	WANV	4.00	-				
Prec-OT	05.50	251.76	ERSF	4.50	-				
Forced-OT	-	-	ERSF2	9.00	-				
C1	43.50	4,392.97	Union Dues	15,040.02	-				
C1-Act-BC	03.00	309.77	Vol EE Life	1,010.84	-				
RTW	16.50	1,034.57	Vol EE AD&D	287.00	-				
ActInc-CB-BC	03.00	46.47	Vol Life Spouse	123.68	-				
ActInc-OT	299.00	1,372.55	Vol Spouse AD&	44.88	-				
ActInc-OT-BC	35.50	412.38	Vol Child Life	12.00	-				
ActInc-RTW	-	-	Vol Child AD&D	2.00	-				
ActInc-Reg	33.50	107.18	Vol Acc	817.68	-				
ActInc-Reg-BC	16.00	123.91	Vol LTD	1,142.40	-				
FCActInc-REG	-	-	A-CanPro-Post	57.64	-				
FTOInc Reg	311.00	999.02	Vol-A-ACC-Post	35.62	-				
FTOInc-OT	96.00	462.56	Vol-A-ACC-Pre	96.60	-				
PrecInc-OT	05.50	25.18	Vol-A-CanProPre	120.18	-				

--More--





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

Payroll Register (By Account)
Board Report - Payroll Summary

Pay Dates: 05/01/2026-05/31/2026

Report Total

of EE's - 106 / # of Statements - 298

Pay Type	Hrs	Amt	Deduction	EE Amt	ER Amt	Taxes	Amt	Net Pay	Amt
Prclnc-Reg	234.50	753.28	Vol-A-Crit	41.22	-				
Prmlnc-Reg	7632.00	15,601.20	Vol-A-HOSP	106.74	-				
Prmlnc-FLSA	198.00	397.98	Vol-A-STD	573.84	-				
Prmlnc-OT	975.00	2,870.13	Vol-A-TL	149.60	-				
Prmlnc-CB	40.50	173.61	Totals:	140,119.97	780,707.25				
Prmlnc-RTW	-	-							
HazInc-Reg	2928.00	3,281.76							
HazInc-FLSA	72.00	78.06							
HazInc-OT	489.00	803.67							
HazInc-CB	40.50	122.49							
TSInc-Reg	720.00	4,460.76							
TSInc-OT	99.00	920.02							
TSInc-CB	22.50	278.79							
AsInc-Reg	2496.00	4,943.10							
AsInc-FLSA	54.00	107.46							
AsInc-OT	417.50	1,202.86							
AsInc-CB	22.50	100.68							
EduInc-Reg	672.00	999.36							
EduInc-FLSA	18.00	26.76							
EduInc-OT	104.50	233.11							
EduInc-CB	24.00	71.38							
Helolnc-Reg	1008.00	1,942.74							
Helolnc-FLSA	27.00	52.02							
Helolnc-OT	105.50	304.99							
WldInc-Reg	672.00	1,332.48							
WldInc-FLSA	18.00	35.64							
WldInc-OT	104.50	310.81							
PDU 40	30.00	996.39							
WldInc-CB	24.00	95.18							
AV	203.50	12,126.81							
ALU	84.00	5,074.02							
CLE	08.00	-							
CLE-CPT	115.00	-							
CLE-ENG	129.00	-							
CLE-FF	307.00	-							
CLE-Force	61.50	-							

--More--





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

Payroll Register (By Account)
Board Report - Payroll Summary

Pay Dates: 05/01/2026-05/31/2026

Report Total

of EE's - 106 / # of Statements - 298

Pay Type	Hrs	Amt	Deduction	EE Amt	ER Amt	Taxes	Amt	Net Pay	Amt
MSC COMP	59.50	-							
AS	245.03	10,632.81							
H-Work	-	-							
Holiday	-	-							
CU	32.00	1,635.47							
LWOP	34.61	806.74							
PDU	149.00	-							
Sick Used	1626.00	-							
VU	1257.50	-							
CLU-56+30	270.00	-							
CLU-56-30	308.00	-							
CLU-56-SI	96.00	-							
UBFO	120.00	-							
UN	60.00	-							
UN-40	-	-							
Comp Pay	-	-							
VacBB	-	-							
CPS	-	570.00							
Board PERS	-	300.00							
Board Non	-	1,200.00							
Admin Used	-	-							
OBBBA Qualified	4536.00	114,440.37							
REIM - NT	-	660.07							
RET-NON-PERS	-	-							
PERS Wages	-	1,081,881.26							
PERS Cont	-	596,033.56							
Totals:	55057.39	1,318,814.73							

Total District Liability for Payroll

Earnings: \$ 1,318,814.73

Employer Deductions: \$ 780,707.25

Employer Taxes: \$ 18,657.90

TOTAL: \$ 2,118,179.88



East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the Procurement Card Transactions paid for in May 2026 per NRS 474.210. (Julie Andress, Director of Finance/CFO)

2. **Recommended Motion:** Motion to approve the Procurement Card Transactions paid in May 2026 per NRS 474.210.

3. **Funds Available:** Yes **Amount:** \$14,910.14

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

4. **Prepared by:** Erica Amatore, Accounting Specialist

5. **Meeting Date:** June 16, 2026 **Time Required:** NA

6. **Agenda:** Consent

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

Agenda Item # 03D

East Fork Fire Protection District
 Procurement Card Transactions charged in May 2026

BofA CC - EF	04/30/2026	ACCOUNTS PAYABLE	Spectrum	401.80
BofA CC - EF	05/01/2026	JOHN BRAWLEY	TRACTOR SUPPLY CO #182	21.07
BofA CC - EF	05/01/2026	LARRY GOSS	WM SUPERCENTER #5864	640.26
BofA CC - EF	05/02/2026	ACCOUNTS PAYABLE	TWILIO INC	40.61
BofA CC - EF	05/04/2026	PAUL AZEVEDO	NV EMERGENCY MED SVC	34
BofA CC - EF	05/04/2026	PAUL AZEVEDO	NV EMERGENCY MED SVC	68
BofA CC - EF	05/04/2026	ALAN ERNST	OPENAI *CHATGPT SUBSCR	20
BofA CC - EF	05/05/2026	ACCOUNTS PAYABLE	Spectrum	1899.3
BofA CC - EF	05/05/2026	PATRICK MOONEYHAN	IAAI	138
BofA CC - EF	05/05/2026	BRADLEY DRISCOLL	EPOLICESUPPLY.COM	344.55
BofA CC - EF	05/07/2026	VINCE WEAVER	WAL-MART #5864	47.43
BofA CC - EF	05/07/2026	ALAN ERNST	SMARTDRAW SOFTWARE, LL	95.4
BofA CC - EF	05/08/2026	CHAD SHELDREW	CHEVRON 0091926	175
BofA CC - EF	05/08/2026	CHAD SHELDREW	HILTON GARDEN INN BEND	140.59
BofA CC - EF	05/08/2026	CHAD SHELDREW	HILTON GARDEN INN BEND	140.59
BofA CC - EF	05/08/2026	CHAD SHELDREW	GORDYS TRUCK STOP	185.01
BofA CC - EF	05/08/2026	CHAD SHELDREW	GORDYS TRUCK STOP	175
BofA CC - EF	05/09/2026	RYLAN MCDUGAL	WM SUPERCENTER #5864	7.97
BofA CC - EF	05/09/2026	KEVIN MAY	CAMPSPOT	10.8
BofA CC - EF	05/09/2026	KEVIN MAY	JACKSON RANCHERIA RV P	360
BofA CC - EF	05/11/2026	ACCOUNTS PAYABLE	FEDEX58367270	13
BofA CC - EF	05/11/2026	BRADLEY DRISCOLL	STARBUCKS 03477	44.84
BofA CC - EF	05/11/2026	BRADLEY DRISCOLL	CENTRO MARKET	51.47
BofA CC - EF	05/11/2026	COLE JACKSON	ACE HARDWARE	80.95
BofA CC - EF	05/12/2026	VINCE WEAVER	THE HOME DEPOT #3312	167.79
BofA CC - EF	05/12/2026	HOLLY MEGEE	CENTRO MARKET	280.47
BofA CC - EF	05/13/2026	HOLLY MEGEE	KIMS DONUT LLC	35.21
BofA CC - EF	05/13/2026	ALAN ERNST	VALERO CARSON	75.51
BofA CC - EF	05/14/2026	HOLLY MEGEE	SOCIETYFORHUMANRESOURC	2395
BofA CC - EF	05/14/2026	JEREMY CHANDLER	SHELL OIL 574432224QPS	58.53
BofA CC - EF	05/14/2026	SHELBY STANTON	2PITNEY BOWES INC.	193.99
BofA CC - EF	05/15/2026	PAUL AZEVEDO	NV EMERGENCY MED SVC	34
BofA CC - EF	05/15/2026	SHELBY STANTON	BADGEANDWALLET.COM	3037.5
* BofA CC - EF	05/17/2026	ZACKARY SCHULTZ	CHEVRON 0309380	93.07
BofA CC - EF	05/19/2026	PAUL AZEVEDO	IN *REMSA	62
BofA CC - EF	05/19/2026	ACCOUNTS PAYABLE	TWILIO INC	40
BofA CC - EF	05/19/2026	ZACKARY SCHULTZ	SQ *TOP QUALITY PRODUC	1780.53
BofA CC - EF	05/20/2026	PAUL AZEVEDO	NV EMERGENCY MED SVC	419
BofA CC - EF	05/21/2026	LARRY GOSS	DMV-22	6
BofA CC - EF	05/21/2026	LARRY GOSS	DMV-22	28.25
BofA CC - EF	05/21/2026	KEVIN MAY	JACKSON RANCHERIA RV P	-335
BofA CC - EF	05/21/2026	ALAN ERNST	CHEVRON 0374554	142.31
BofA CC - EF	05/22/2026	KEVIN REPAN	THE HOME DEPOT #3312	127.72
* BofA CC - EF	05/23/2026	ZACKARY SCHULTZ	MAVERIK #735	70.33
BofA CC - EF	05/26/2026	PAUL AZEVEDO	NV EMERGENCY MED SVC	44

East Fork Fire Protection District

Procurement Card Transactions charged in May 2026

BofA CC - EF	05/26/2026	DUSTIN WEISZ	EVT CERTIFICATION	-135
BofA CC - EF	05/26/2026	ACCOUNTS PAYABLE	SPI*DIRECTV SERVICE	132.16
BofA CC - EF	05/26/2026	ACCOUNTS PAYABLE	FEDEX58479429	21.42
BofA CC - EF	05/26/2026	ACCOUNTS PAYABLE	IONOS INC	7.81
BofA CC - EF	05/26/2026	BRADLEY DRISCOLL	OPENAI *CHATGPT SUBSCR	20
* BofA CC - EF	05/26/2026	ZACKARY SCHULTZ	LOVE'S #0246 OUTSIDE	107.38
BofA CC - EF	05/27/2026	PAUL AZEVEDO	SUPER BURRITO MINDEN	57.03
BofA CC - EF	05/28/2026	JOHN BRAWLEY	Starlink	110
BofA CC - EF	05/28/2026	VINCE WEAVER	WM SUPERCENTER #5864	47.43

\$ 14,260.08

BofA CC - VISA	04/30/2026	VINCE WEAVER	COSTCO WHSE #0127	266.52
BofA CC - VISA	05/09/2026	EFFPD 5	COSTCO WHSE #0127	102.24
BofA CC - VISA	05/12/2026	VINCE WEAVER	COSTCO WHSE #0127	261.30
BofA CC - VISA	05/27/2026	MATT HILL	OPENAI *CHATGPT SUBSCR	20.00

\$ 650.06

TOTAL \$ 14,910.14

* Purchases this month for employees being deployed as a fire resource

Purchases this month relating to the CIP

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 April 2026 in the amount of \$333,101.56. (Julie Andress, Director of Finance/CFO)

2. **Recommended Motion:** Motion to approve the East Fork Fire Protection District's ambulance billing bad debt write-offs for the period of April 2026 in the amount of \$333,101.56.

3. **Funds Available:** NA **Amount:** \$333,101.56

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

4. **Prepared by:** Jamie Zess/Accounting Specialist II

5. **Meeting Date:** June 16, 2026 **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 April 2026 in the amount of \$333,101.56 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.

Agenda Item #03E

**East Fork Fire Protection District
Ambulance Billings and Write Summary
Billing Analysis
FY 25/26**

	July	August	September	October	November	Dec	Jan	Feb	March	April*	YTD
Total Billed	1,056,123.70	982,470.95	922,863.99	1,002,961.02	875,857.09	1,014,776.51	1,015,679.05	897,452.44	998,249.50	986,463.18	9,752,897.43
Credit Type/Credit Code											
W/OFF Bad Debt	324.88	6,004.59	5,816.65	6,236.19	27,884.43	25,883.77		(4,048.81)			68,101.70
W/OFF Bad Debt Deceased	621.56	3,933.71	1,417.19	12,958.05	7,553.87	1,506.66	14,120.96	6,216.97	7,070.66	1,655.65	57,055.28
W/OFF Bankruptcy	3259.74				5,070.49				1,058.78	-	9,389.01
W/OFF Reduction Discount	1092.07	1,667.87	960.04	749.59	1,451.92	1,771.58	2,352.00	1,452.18	8,370.64	1,740.37	21,608.26
W/OFF Carson City SS Membership											-
W/OFF Lyon County SS Membership											-
W/OFF Sierra Saver Membership	1201.52	663.47	9,345.39	993.38	3,659.76	5,252.30	7,172.31	342.87	15,502.03	13,095.62	57,228.65
W/OFF SS Volunteer Membership											-
W/OFF SS Employee Membership											-
W/OFF Hardship	715.32	97.50	225.00	640.15				3,350.78	1,164.69	2,233.07	8,426.51
W/OFF Sent to Collections	(2,105.04)	(15,711.58)	(1,887.25)	(6,276.13)	(802.72)	(10,630.92)	147,467.69	(6,457.17)	55,252.55	314,376.85	473,226.28
Total	5,110.05	(3,344.44)	15,877.02	15,301.23	44,817.75	23,783.39	171,112.96	856.82	88,419.35	333,101.56	695,035.69
Percentage of W/OFF to Billings	0.48%	-0.34%	1.72%	1.53%	5.12%	2.34%	16.85%	0.10%	8.86%	33.77%	7.13%
Total Billed Calls	427	410	383	414	368	433	409	394	428	426	4092

*Medical billing system transition cleanup for items sent to collections

ADJUSTMENTS BY REASON *April 2026*

East Fork Fire Protection District



MARSHALL
EMS BILLING



Minden, NV 89423

(775) 782-9040

Transaction Description	Revenue Adjustments
Member Discount	\$13,095.62
Patient Deceased	\$1,655.65
Reduction	\$1,740.37
Collections	\$314,376.85
Financial Hardship	\$2,233.07
Bankruptcy	\$0.00
Total	\$333,101.56

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 March 2026. (Julie Andress, Director of Finance/CFO)
2. **Recommended Motion:** Motion to accept the report on state consolidated taxes collection and distribution as of March 2026.
3. **Funds Available:** NA **Amount:** \$ 263,642.95
Fund Name: General **Account Number:** 335.001
4. **Prepared by:** Julie Andress, Director of Finance/CFO
5. **Meeting Date:** June 16, 2026 **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.

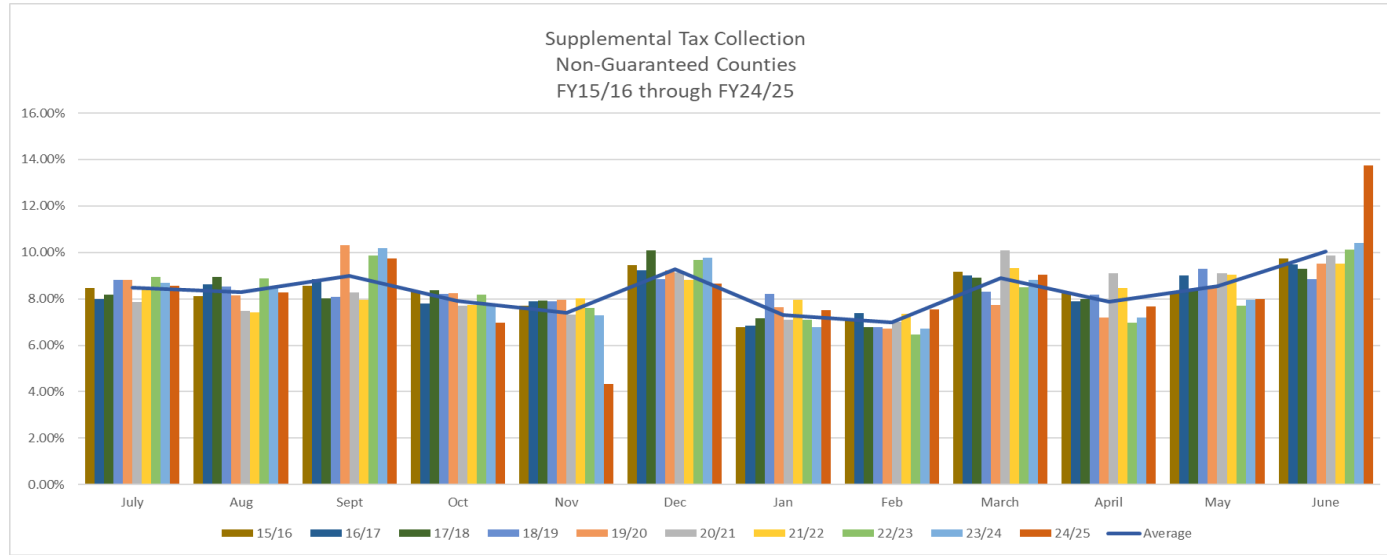
Agenda Item # 03F

East Fork Fire Protection District
Report of Consolidated Taxes Collected
FY 25-26

% of year: 75.00%

Actual														
2025-26 Budget	July	August	September	October	November	December	January	February	March	April	May	June	Total	% Collected
BCCRT	5,809,528	540,178.53	599,171.95	525,730.43	527,069.22	481,654.14	590,648.78	468,054.24	465,967.44	560,110.42			4,758,585.15	81.91%
SCCRT	19,668,607	1,867,238.54	2,051,162.99	1,785,184.26	1,775,668.15	1,572,073.67	1,982,621.37	1,563,338.73	1,544,325.17	1,861,066.79			16,002,679.67	81.36%
CIGARETTE	108,497	6,232.12	9,529.10	1,594.70	8,511.88	8,622.50	8,927.67	9,427.38	8,613.73	8,054.13			69,513.21	64.07%
LIQUOR	75,106	3,617.54	10,838.58	5,590.00	6,143.05	5,219.16	5,608.88	4,473.01	4,991.84	6,401.70			52,883.76	70.41%
RPTT **	1,501,833	-	-	418,213.95	-	-	520,297.25	-	-	406,545.15			1,345,056.35	89.56%
GST	3,749,643	-	588,006.45	383,008.42	359,500.08	298,125.06	342,115.90	346,432.11	264,200.81	345,915.84			2,927,304.67	78.07%
TOTAL	30,913,214	2,417,266.73	3,258,709.07	3,119,321.76	2,676,892.38	2,365,694.53	3,450,219.85	2,391,725.47	2,288,098.99	3,188,094.03	-	-	25,156,022.81	81.38%
EFFPD Share	2,544,532													
Avg Monthly Payment	212,044													
Actual Payment		198,679.97	269,607.97	257,865.65	220,560.62	194,333.62	285,753.75	196,527.43	187,794.10	263,642.95			2,074,766.06	81.54%
EFFPD Share of Total Collections		8.22%	8.27%	8.27%	8.24%	8.21%	8.28%	8.22%	8.21%	8.27%	#DIV/0!	#DIV/0!	#DIV/0!	8.25%
Over/(Under) Average		(13,364.36)	57,563.64	45,821.32	8,516.29	(17,710.71)	73,709.42	(15,516.90)	(24,250.23)	51,598.62	(212,044.33)	(212,044.33)	(212,044.33)	(469,765.94)
		9.58%	12.99%	12.43%	10.63%	9.37%	13.77%	9.47%	9.05%	12.71%	0.00%	0.00%	0.00%	100.00%

** RPTT collected and remitted quarterly



Average Monthly	8.47%	8.29%	8.98%	7.92%	7.40%	9.29%	7.31%	7.00%	8.89%	7.89%	8.53%	10.05%
Average Cumulative	8.47%	16.76%	25.73%	33.66%	41.05%	50.34%	57.65%	64.64%	73.53%	81.42%	89.95%	100.00%

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the updated Battalion Chief job description. (Brad Driscoll, Division Chief) 15 Minutes.
2. **Recommended Motion:** Motion to approve the new updated Battalion Chief job description.
3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA
4. **Prepared by:** Brad Driscoll, Division Chief
5. **Meeting Date:** June 16, 2026 **Time Required:** 15 Minutes
6. **Agenda:** Administrative Agenda
7. **Background Information:** The Battalion Chief position serves as a key leadership role within the District and is responsible for directing fire suppression, rescue, emergency medical services, training activities, personnel management, and administrative functions within an assigned battalion or specialized staff assignment. The position also serves as an Incident Commander at significant emergency incidents and provides oversight of personnel, equipment, facilities, and operational readiness.

The updated job description clarifies and formalizes current duties and expectations, including:

- Supervision and direction of firefighting, rescue, overhaul, and salvage operations.
- Incident command responsibilities at multi-alarm and complex incidents.
- Oversight of staffing levels and operational readiness.
- Coordination of training programs and multi-company drills.
- Performance evaluation and counseling of assigned personnel.
- Development of policies, procedures, training materials, and operational improvements.
- Representation of the District with governmental agencies, professional organizations, and community partners.

The update also confirms the minimum qualifications, required certifications, licenses, and professional credentials necessary to effectively perform the duties of the position. Required qualifications include a Nevada Class A, B, or C driver's license with an "F" endorsement; certification as an AEMT or Paramedic; NWCG Wildland Red Card certification with Type 4 Incident Command qualification; All-Hazard Safety Officer (L-0954) certification or equivalent as determined by the District Fire Chief; and NSFM Hazardous Materials Incident Commander certification or equivalent as determined by the District Fire Chief.

The updated job description also identifies preferred professional development credentials

that enhance the effectiveness of Battalion Chief leadership, including Nevada Fire Officer II certification, Fire Instructor II certification, Level V Hazardous Materials Incident Commander certification, and completion of the 40-Hour Staff Captain Assignment.

Agenda Item # 04

**EAST FORK FIRE PROTECTION DISTRICT
JOB DESCRIPTION**



JOB TITLE:	Battalion Chief	FLSA: Non-Exempt
DIVISION:	Operations	Revised: June 16, 2026
REPORTS TO:	Deputy Fire Chief/Operations	DATE: August 9, 2022

POSITION SUMMARY:

Responsible for technical, supervisory and administrative work in directing a major section of the District, a fire battalion on an assigned shift, or in serving on a specialized staff assignment.

ESSENTIAL FUNCTIONS:

- Supervises and directs the overall fire-fighting, rescue, overhaul, and salvage operations in assigned area; calls for additional personnel and equipment as needed, and returns units not needed at an incident to their normal duties.
- Ensure adequate staffing of assigned operations.
- Coordinates the in service drills and classes within area and conducts special drills, classes, or multi-company drills that may be necessary in addition to the training programs conducted by the Training Division.
- Supervises, directs, and coordinates the routine activities by units in assigned area/shift such as pre-fire planning inspections, hydrant testing, care and maintenance of apparatus, equipment, and stations.
- Reviews all incident reports prepared by Captains in assigned area for accuracy, neatness, completeness, etc.; responsible for the proper completion of master reports on multi-unit incidents.
- Inspects stations, equipment, personnel, uniforms, etc., to insure that they meet the required standards of the department.
- Researches and develops training manuals, class outlines, training devices and training methods.
- Command and manage multi-alarm fires
- Evaluates and counsels assigned staff and reviews evaluation of all personnel assigned to section.
- Serves as a member of accident investigation committees and interview boards for employment or promotion.
- Contributes to the overall quality of the department's service provision by developing and coordinating work teams and by reviewing and recommending improved policies and procedures.

- Represents the Districts with dignity, integrity, and a spirit of cooperation in all relationships with town, community and professional organizations, other fire

agencies, district, departments, county, city and state agencies and offices, federal agencies, and other service organizations.

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:

High School diploma AND 36 months of experience at the rank of Fire Captain.

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.
- Principles and practices of fire-fighting, rescue, and emergency medical services.
- Operation and maintenance of various types of fire apparatus and equipment and the ability to supervise or teach the effective use of such apparatus and equipment.
- Principles, practices, and techniques involved in instructing and training members of the fire-fighting service.
- District policy and procedures and the current Contractual Binding Agreements.
- Target hazards, the District water system, streets and topography of the District affecting fire-fighting operations.
- 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.
- Techniques for dealing with a variety of individuals from various socioeconomic, ethnic and cultural backgrounds, often in situations which may be stressful.

Skill in:

- Commanding and directing several fire units at fire-fighting or rescue operations.
- Preparing and composing comprehensive reports on incidents, investigations, and other Fire District related subjects.
- Develop and composing procedures, regulations, policies, specifications, memos, letters, and other written communication as may be required.
- Communicating effectively in oral and written forms.
- Speaking in public, instruct and effectively teach fire related subjects to a variety of audiences.
- Planning, organizing, directing and supervising the effective operation of an area or section of the Fire District.

- Using good judgment, maintaining operational efficiency, conducting command duties in a fair and impartial manner.
- Training others in policies and procedures related to the work.
- 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.
- Taking effective action in emergency situations.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Nevada Class [A](#), [B](#) or [C](#) driver's license with "F" endorsement.
 - ~~Certified AEMT+ or Paramedic certification.~~
 - [NWCG Wild land Red Card certification – Type 4 Incident Command](#)
 - [All Hazard Safety Officer L-0954 or Equivalent \(As Deemed by District Fire Chief\)](#)
 - [NSFM Hazardous Materials Incident Commander or Equivalent \(As Deemed by District Fire Chief\)](#)

Note: Effective 12/31/2015 EMT-I will become Advanced EMT.

ADDITIONAL DESIRED CERTIFICATES, LICENSES AND REGISTRATIONS

- [Nevada Fire Officer II certification.](#)
- [Fire Instructor II certification.](#)
- [Level V Hazardous Material Incident Commander certification.](#)
- [40 Hour Staff Captain Assignment.](#)

~~Nevada Fire Officer II certification.~~

- ~~Certified EMT-I or Paramedic certification.~~
- ~~Fire Instructor II certification.~~
- ~~NWCG Wild land Red Card certification.~~
- ~~Level V Hazardous Material Incident Commander certification.~~

Note: Effective 12/31/2015 EMT-I will become Advanced EMT.

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 climb ladders and work at considerable heights; fight fires wearing an air pack and protective equipment weighing 58 pounds; use power driven tools; standing for extended periods of time, stooping, kneeling and walking on uneven terrain at fire scenes and uneven terrain, climbing ladders, scaffolding and stairs; stamina to serve as emergency incident commander; vision to read printed materials and a computer screen, and hearing

|

and speech to communicate in person or over the telephone; hear fire alarms, speakers, horns, and bells; regularly lift and carry up to 100 pounds.

Work is subject to performance under adverse environmental conditions in life threatening environments; exposure to bodily fluids, solvents, chemicals, fumes, smoke, electrical current and other hazardous substances.

DRAFT

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~~fingerprint-based background investigation, psychological evaluation, and a drug/alcohol screen. Employment is contingent upon passing the background and the drug/alcohol screen.
3. EFPD 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.

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 to approve the updated Captain job description. (Brad Driscoll, Division Chief) 15 Minutes.
2. **Recommended Motion:** Motion to approve the updated Captain job description.
3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA
4. **Prepared by:** Brad Driscoll, Division Chief
5. **Meeting Date:** June 16, 2026 **Time Required:** 15 Minutes
6. **Agenda:** Administrative Agenda
7. **Background Information:** The Captain position is a critical supervisory role within the District, responsible for planning, coordinating, supervising, and conducting fire suppression, emergency medical services, rescue, and hazardous materials operations while providing direct leadership to assigned personnel during an assigned shift. The position also serves as the first level of command and is responsible for maintaining operational readiness, personnel accountability, and service delivery standards.

The updated job description clarifies and formalizes responsibilities that include:

- Supervising and directing firefighting, rescue, overhaul, and salvage operations.
- Commanding emergency incidents until relieved by a higher-ranking officer.
- Ensuring apparatus, equipment, and facilities remain operationally ready.
- Maintaining personnel discipline, accountability, and performance standards.
- Preparing and reviewing required reports and documentation.
- Coordinating training activities, drills, and continuing education programs.
- Evaluating and counseling assigned personnel.
- Participating in accident investigations, promotional processes, and policy development.
- Representing the District with community organizations, governmental agencies, and partner emergency response organizations.

The updated job description also confirms the minimum qualifications, required certifications, licenses, and registrations necessary to effectively perform the duties of the position. Required qualifications include possession of a valid Class A, B or C driver's license at the time of application, with an F endorsement required within twelve (12) months of employment; Advanced Emergency Medical Technician (AEMT) or Paramedic certification; and NWCG Wildland Red Card certification.

In addition, the revised job description identifies preferred certifications. These include National Fire Academy Incident Safety Officer certification, Fire Department Safety

Officers Association Incident Safety Officer certification, or another equivalent certification as determined by the District Fire Chief; Nevada Fire Officer I certification; Nevada Fire Instructor I certification; and EMT-Intermediate certification with instructor endorsement or Fire Instructor II certification.

Agenda Item # 05

EAST FORK FIRE PROTECTION DISTRICT
JOB DESCRIPTION



JOB TITLE: Captain **FLSA:** Non-Exempt
DIVISION: Operations ~~or Training and Safety~~ Revised Date: June 16, 2026
~~Based on Assignment~~
REPORTS TO: Battalion Chief **DATE:** ~~March 1, 2022~~
OR
REPORTS TO: ~~Deputy Fire Chief Training/Safety when assigned as~~
~~Training and Safety Captain~~

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POSITION SUMMARY:

Responsible for planning, coordinating, supervising and conducting fire, EMS, rescue and Haz Mat services; performs administrative duties related to the supervision of assigned staff during assigned shift.

ESSENTIAL FUNCTIONS:

- Supervises and directs the overall fire-fighting, rescue, overhaul, and salvage operations during an assigned shift in assigned area; calls for additional personnel and equipment as needed.
- Inspects vehicles and equipment for operational readiness; coordinates repair and/or replacement to ensure operational readiness.
- Responds to fire incidents; makes decisions about fire combat method; directs fire combat operations until relieved by a superior; supervises and participates in the laying of hose line, directing water streams, fogs or foam, placing ladders or snorkels, ventilating buildings, rescue of persons, and salvage operations.
- Inspects and directs proper maintenance of station; ensures security of facilities.
- Inspects personnel and maintains discipline.
- Documents and performs necessary follow-up on work-related injuries and exposures.
- Prepares and ensures timely and accurate maintenance of required reports.
- Assists in the coordination of required in-service drills and classes; conducts special drills and/or classes that may be necessary in addition to the training programs conducted by the Training Division.
- Supervises, directs, and coordinates assigned activities in assigned area/shift such as pre-fire planning inspections and hydrant testing.
- Evaluates and counsels assigned staff and reviews evaluation of all personnel assigned to section.

- May serve as a member of accident investigation committees and interview boards for employment or promotion.
- Contributes to the overall quality of the department's service provision by developing and coordinating work teams and by reviewing and recommending improved policies and procedures.
- Represents the Districts with dignity, integrity, and a spirit of cooperation in all relationships with town, community and professional organizations, other fire agencies, district, departments, county, city and state agencies and offices, federal agencies, and other service organizations.

ADDITIONAL ESSENTIAL FUNCTIONS (Training and Safety Assignment): —

- Coordinates training activities with other divisions, outside agencies, and the general public and coordinates instructional staff (career and volunteer), facilities, records, reports, the development and delivery of instructional materials, evaluation tools/methods, and lesson plans for advanced or specialized classes.
- Responsible for the management of various programs including the shift training program, seasonal/wildland firefighter program fire service and EMS certifications, apparatus inventories, the District Safety Program and Safety Committee, Standardization Committee, Rescue Committee, Extrication Committee, ISO Committee, and other programs as assigned.
- Responsible for conducting accident investigations when District property, equipment, or personnel are involved; disseminates "lessons learned" to other personnel to reduce the incident of accidents and develops and presents professional accident investigation reports.
- Develops and updates training curriculums on a regular basis; gathers and reviews information from multiple sources to ensure accuracy, applicable course goals, and class objectives; and ensures compliance with recognized national standards.
- Facilitates training courses offered to all East Fork Fire Protection District career and volunteer staff along with allied agencies such as Douglas County Communications, Douglas County Sheriff's Office, Search and Rescue, and other local fire, EMS, and hospital agencies.
- Develops individual district, shift, volunteer, and career training needs analyses based on federal, state, local and agency requirements and/or personal observations during incidents and training sessions. Recommends/requires remedial and proactive training for personnel.
- Maintains records, including training records of participants, and prepares periodic, special and technical reports relating to assigned areas of responsibility.
- Primarily serves as the Incident Safety Officer on all incidents but may also serve in a variety of positions, based upon the employee's qualifications and the needs of the organization, an incident, and the community.

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.

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:

High School diploma; AND four (4) years of fire suppression and EMS experience; OR an equivalent combination of education, training and experience as determined by the District Fire Chief.

Required Knowledge and Skills

Knowledge of:

- Firefighting, fire inspection, fire prevention, and rescue techniques, methods and practices.
- Mechanical, chemical, and related characteristics of a wide variety of flammable, explosive and similar materials.
- Fire equipment and apparatus operations and limitations.
- Fire company organization, utilization, combat capabilities and limitations.
- Operation and maintenance of fire-fighting equipment, apparatus, and special devices and materials.
- Principles and techniques of building construction and maintenance.
- Principles and practices of developing teams, motivating employees and managing in a team environment.
- Principles, practices, and techniques involved in instructing and training members of the fire-fighting service.
- District policy and procedures.
- Target hazards, the District water system, streets and topography of the District affecting fire-fighting operations.
- 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.

Skill in:

- Techniques for dealing with a variety of individuals from various socioeconomic, ethnic and cultural backgrounds, often in situations which may be stressful.
- Maintaining discipline.
- Responding quickly and effectively to changing situations under emergency conditions.
- Commanding and directing fire units at fire-fighting or rescue operations.
- Preparing and composing comprehensive reports on incidents, investigations, and other Fire District related subjects.
- Communicating effectively in oral and written forms.
- Using good judgment, maintaining operational efficiency, conducting command duties in a fair and impartial manner.
- Training others in policies and procedures related to the work.

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.

- 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 related federal, state and local laws.
- Preparing clear and concise reports, correspondence and other written materials.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Valid Class A, B or C driver’s license required at time of application. F endorsement required within 12 months of employment.
- [Nevada Fire Officer 1 certification.](#)
- Certified AEMT or Paramedic certification.
- [Fire Instructor 1 Certification.](#)
- NWCG Wildland Red Card certification.

ADDITIONAL DESIRED/REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS (Training and Safety Assignment):

- National Fire Academy - Incident Safety Officer, Fire Department Safety Officers Association – Incident Safety Officer certification OR a certificate deemed equivalent by the Deputy District Fire Chief of Training and Safety.
- [Nevada Fire Officer 1 Certification](#)
- [Nevada Fire Instructor 1 Certification](#)
- EMT Intermediate certification with instructor endorsement OR Fire Instructor II certification.

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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 climb ladders and work at considerable heights; fight fires wearing an air pack and protective equipment weighing 58 pounds; use power driven tools; standing for extended periods of time, stooping, kneeling and walking on uneven terrain at fire scenes and uneven terrain, climbing ladders, scaffolding and stairs; stamina to serve as emergency incident commander; vision to read printed materials and a computer screen, and hearing and speech to communicate in person or over the telephone; hear fire alarms, speakers, horns, and bells; regularly lift and carry up to 100 pounds.

Work is subject to performance under adverse environmental conditions in life threatening environments; exposure to bodily fluids, solvents, chemicals, fumes, smoke, electrical current and other hazardous substances.

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.

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, psychological evaluation, 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.

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:** _____

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.

East Fork Fire Protection District
AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to authorize the submission and acceptance if awarded, of a Fiscal Year 2026 Assistance to Firefighters Grant (AFG) application in the amount of \$212,448.65, with a required District match of \$19,313.51 (10%), for firefighter safety equipment, training, communications equipment, and a PPE washer/extractor, and to authorize the Fire Chief to execute all necessary grant application documents. (Larry Goss, Deputy Fire Chief and Brad Driscoll) 15 Minutes.
2. **Recommended Motion:** Motion to authorize the submission and acceptance if awarded, of a Fiscal Year 2026 Assistance to Firefighters Grant (AFG) application in the amount of \$212,448.65, with a required District match of \$19,313.51 (10%), for firefighter safety equipment, training, communications equipment, and a PPE washer/extractor, and to authorize the Fire Chief to execute all necessary grant application documents.
3. **Funds Available:** NA **Amount:** NA

Fund Name: NA **Account Number:** NA
4. **Prepared by:** Brad Driscoll, Division Chief and Larry Goss, Deputy Fire Chief
5. **Meeting Date:** June 16, 2026 **Time Required:** 15 Minutes
6. **Agenda:** Administrative Agenda
7. **Background Information:** The Assistance to Firefighters Grant (AFG) Program is administered by the Federal Emergency Management Agency (FEMA) to enhance the safety of the public and firefighting personnel against fire and fire-related hazards. The program provides direct financial assistance to fire departments and non-affiliated emergency medical service organizations for critically needed equipment, protective gear, training, and vehicle acquisitions.

East Fork Fire Protection District continually evaluates opportunities to secure external funding that supports operational readiness while minimizing the financial impact on local taxpayers. The AFG program represents one of the most significant federal funding opportunities available to fire service organizations.

For the FY 2026 grant cycle, staff propose applying for funding to support:

- Personal Protective Equipment (PPE) replacement (31 sets)- \$127,100
- Confined Space Awareness training and certification - \$12,200
- Communications equipment upgrades (5 all band mobile radios)- \$46,411.65
- PPE Washer/ Extractor (washing machine)- \$26,737

The proposed project addresses identified operational needs, supports firefighter safety, and aligns with the District's strategic goals related to emergency response capability and risk reduction.

The District must provide a 10% match. The grant will require that the acquisition comply with all applicable public bidding laws and practice, or sole source consideration as allowed by under NRS 332.115. This is a critical need. The administration recommends approval of the application. A 10% match would need to be included in next year's budget at an amount of \$19,313.51.

East Fork Fire Protection District
AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to determine that certain fire apparatus and vehicles owned by the District are no longer required for a public purpose, that disposal of the property is desirable and in the best interest of the District, and to approve disposal of the property in accordance with NRS 332.185. (Larry Goss, Deputy Chief Business Operations) 10 Minutes.

2. **Recommended Motion:** Motion to determine that the fire apparatus and vehicles identified on the attached surplus list are no longer required for a public purpose, that disposal of the property is desirable and in the best interest of the East Fork Fire Protection District, and to approve the disposal of the property in accordance with NRS 332.185, including by sale at public auction, transfer, donation, or other lawful means as authorized by statute.

3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA

4. **Prepared by:** Larry Goss, Deputy Chief Business Operations

5. **Meeting Date:** June 16 2026 **Time Required:** 10 Minutes

6. **Agenda:** Administrative Agenda

7. **Background Information:**
 The District continues to conduct a comprehensive review of its apparatus fleet. The units listed below have been identified as surplus based on factors including limited operational value, age and condition, exceeding expected service life, and increasing maintenance and repair costs. Disposition of these assets will improve fleet efficiency, reduce ongoing maintenance expenditures, and support the District’s long-term capital and operational objectives.

Pursuant to NRS 332.185, the governing body may dispose of personal property when it determines the property is no longer required for public use and that disposal is desirable and in the best interests of the local government. The statute authorizes disposal by any lawful manner, including sale at public auction, donation to another governmental entity or nonprofit organization, or other authorized methods.

Proceeds from the sale of surplus units, where applicable, are expected to be reinvested into modernization of the District’s fleet to improve operational efficiency and reliability.

Apparatus ID		Type	
AD37960	2000	Utility	Out of Service- Mechanical
AD84078	2008	Utility	NDF, Never in service, high miles
N/A	2003	Ford Explorer	NDF, Never in service, never titled
TR90408	2004	Truck	Cost of maintenance / Use
BR27999	2000	Type 3	Mechanical

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to purchase two (2) Chevrolet Colorado 4x4 pickup trucks to replace an aging staff vehicle and update the Fire Prevention fleet at a cost of \$38,300 and \$43,868.25, for a total expenditure of \$82,168.25, on or after July 1, 2026. (Larry Goss, Deputy Chief) 10 Minutes.
2. **Recommended Motion:** Motion to approve the purchase of two (2) Chevrolet Colorado 4x4 pickup trucks to replace an aging staff vehicle and update the Fire Prevention fleet at a cost of \$38,300 and \$43,868.25, for a total expenditure of \$82,168.25, on or after July 1, 2026.
3. **Funds Available:** Yes **Amount:** \$86,168.25
Fund Name: General Fund **Account Number:** 564.700
4. **Prepared by:** Larry Goss, Deputy Chief
5. **Meeting Date:** June 16, 2026 **Time Required:** 15 Minutes
6. **Agenda:** Administrative Agenda
7. **Background Information:** The purchase of two Chevrolet Colorado 4x4 pickup trucks is necessary to replace aging vehicles in the Fire Prevention Division. That are experiencing increased maintenance needs, reduced reliability, and higher operating costs. These vehicles are utilized daily for fire prevention activities. Replacing older units with dependable, modern vehicles will improve fleet reliability, reduce downtime and repair expenses, enhance employee safety, and ensure staff have the appropriate transportation resources to effectively support emergency operations and district activities. The proposed acquisition also supports the district's ongoing fleet replacement strategy by modernizing the light vehicle fleet with vehicles that are better suited to current operational demands and long-term service expectations. The vehicles being replaced will remain in service as utility vehicles replacing older utility vehicles can be placed in surplus.

The cost of replacing these vehicles is covered in the 26/27 Capital Improvement Plan.

Agenda Item # 08



East Fork Fire Protection District
2026 CHEVROLET COLORADO WORK TRUCK
VIN: 1GCPTBEK8T1219587
Stock# CC26262
Salesperson: Robert V
06/05/2026 11:08 AM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: Exempt

CASH PURCHASE	
Market Value	41,285.00
Discount and Rebate Savings	- 3,013.25
Vehicle (after Savings)	38,271.75
Taxes / Fees	28.25
Due On Delivery	38,300.00



*\$ 38,300⁰⁰
Out The Door*

Interest Rates, Pricing, Rebates and Terms are estimates, subject to change and apply only on 06/05/2026.
FOR INTERNAL USE ONLY

Michael Hohl Motor Company -- (775) 882-4462

01.06.78.71

3700 South Carson Street, Carson City, NV 89701

Phone: (775) 546-0065



2026 Chevrolet Colorado Crew Cab 4WD Pickup Stock #CC26262



Chassis Details

Stock Number	CC26262	Exterior Color	Summit White
Stock Type	New	Description	
Year	2026	Engine Cylinder Count	4
Make	Chevrolet	Engine	TurboMax ^{&trade;} engine
Model	Colorado	Transmission Type	Automatic
Class	2	Fuel Type	Gasoline
GVWR	6,250	Engine Model	L3B
Drivetrain	4WD	Engine Size (L)	2.7
Wheelbase	131	Horsepower	310
Cab Type	Crew	Brake Type	Hydraulic
Vehicle Trim	WT	Vehicle VIN	1GCPTBEK8T1219587
Interior Color	Jet Black, Evotex seat trim	Door Config	4
Seating Capacity	5	Inventory Date	2026-03-26
		Vehicle Model Code	14C43
		MPG City/Hwy	17/22

Body Details

Body Type

Pickup

Vehicle Options

Rear Park Assist	Handles, door release, front and rear, Jet Black
Automatic Stop/Start	Door locks, power
Glass, deep-tinted	Lighting, interior
Driver Information Center, 11" diagonal fully-digital display	Lighting, interior, center dome
Seat, rear 60/40 split-folding bench with storage	Safety Package includes (UKI) Blind Zone Steering Assist, (UFB) Rear Cross Traffic Braking and (UD7) Rear Park Assist (With (ZL6) Advanced Trailering Package, includes (UKW) Blind Zone Steering Assist with Trailering that replaces (UKI) Blind Zone Steering Assist.)
Steering column, tilt, manual	Windshield, solar absorbing
Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel	Seat adjuster, passenger 4-way manual
Glass, solar glazing front side windows	Remote Keyless Entry
Steering wheel, urethane	Seats, front bucket (STD)
Tailgate handle, Black	Push Button Start
USB Ports, 2 (first row) located on console	Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching
Battery, AGM, 800 cold-cranking amps with 80 amp hour rating, 12V	Headlamp control, automatic on and off with automatic delay
Seat adjuster, driver 6-way manual	Rear axle, 3.42 ratio
Console, floor front compartment with cup holders and cell phone storage	Cargo box light, back of cab
Floor covering, color-keyed carpeting	Wireless phone projection, for Apple CarPlay and Android Auto
Seat Belt, Black	11.3" diagonal advanced color LCD display with Google Built-In includes color touch-screen, multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD) (Terms and limitations apply.)
Daytime Running Lamps, Halogen	Lane Keep Assist with Lane Departure Warning
Air vents, rear	Following Distance Indicator
Four wheel drive	Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain
Visors, driver and front passenger vanity mirrors	
Frame, fully-boxed	
Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)	
Mirrors, outside heated power-adjustable	
Front Pedestrian and Bicyclist Braking	
Wi-Fi Hotspot capable (Terms and limitations apply.	

See onstar.com or dealer for details.)

Tire Fill Alert provides an audible indication when tire pressure is added to a tire that is low. Aids to achieve optimal tire pressure

Window, rear-sliding, manual

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD)

Pickup box

Transmission, 8-speed automatic (STD)

Brakes, 4-wheel antilock, 4-wheel disc

Moldings, Black beltline

Engine control, stop/start system disable button

Tire, spare 255/65R17 all-season, blackwall

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior.

Engine air filtration monitor

Windows, power front, driver express down

Door handles, Black

HD Rear Vision Camera

Speedometer, miles/kilometers

Steering wheel controls, mounted audio controls

Forward Collision Alert

Window, power front, passenger express down

Cruise control, electronic, automatic

GVWR, 6250 lbs. (2835 kg)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu (Not available with (T4Z) Buckle To Drive.)

Glass, privacy glazing rear side windows

Theft-deterrent system, unauthorized entry

Mirror caps, molded with color

Rear Seat Reminder

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is

airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Headlamps, halogen with automatic exterior lamp control

OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Rear Cross Traffic Braking

Recovery hooks, front, Black

Door locks, rear child security

Windows, power rear, express down

LED Reflective Windshield Collision Alert

Defogger, rear-window electric

Automatic Emergency Braking

Capless fuel fill

CornerStep, rear bumper

Audio system feature, 6-speaker system

Power outlet, 12-volt located in center console bin

Mirror, inside rearview manual day/night

Rear Seat Belt Indicator

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

IntelliBeam, automatic high beam on/off

not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Hitch View

Air conditioning, single-zone manual climate control

Seat trim, Cloth

Vehicle health management, provides advanced warning of vehicle issues

Transfer case, single speed electronic Autotrac with push button control

Heater, air conditioning duct, rear passenger

Radiator Grille Shutters, automatic

Tailgate, remote locking, (locks and unlocks with key fob)

Tire Pressure Monitoring System (does not apply to spare tire)

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKT) Front Pedestrian and Bicyclist Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Summit White

Tires, 265/60R18 all-season, blackwall

Emissions, California state requirements

Work Truck Preferred Equipment Group

Jet Black, Evotex seat trim

Trailer brake controller, integrated

Blind Zone Steering Assist with Trailing

Advanced Trailing Package

Trailing Package, heavy-duty

Trailing App

License plate kit, front

Alternator, 220 amp

WT Custom Package

LPO, Black nameplates

Wheels, 18" X 8.5" (45.7 cm x 21.6 cm), High Gloss Black aluminum

Differential, automatic locking rear

Emissions override, state-specific

Vehicle Notes

2026 Chevrolet Colorado WT Summit White | Stock #CC26262

Built for work, adventure, and everything in between, this 2026 Chevrolet Colorado WT in Summit White delivers the capability and versatility that make midsize trucks one of the fastest-growing segments in America. Whether you're navigating city streets, exploring Nevada backroads, or handling projects around the house, the Colorado is ready for the task.

The Colorado WT offers the practicality truck owners need in a size that's easy to maneuver around Carson City,

Reno, and Northern Nevada. It provides the utility of a pickup truck while remaining comfortable enough for everyday driving and commuting.

Finished in Summit White, this Colorado delivers a clean and professional appearance that's equally suited for business use, outdoor recreation, and personal ownership. From job sites to camping trips and everything in between, the Colorado WT is designed to handle a wide variety of lifestyles.

For drivers who want pickup capability without moving into a full-size truck, the Colorado WT offers an ideal balance of utility, efficiency, and value.

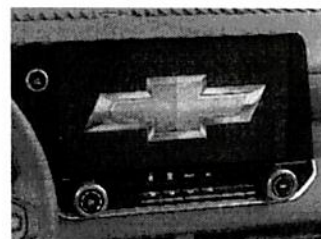
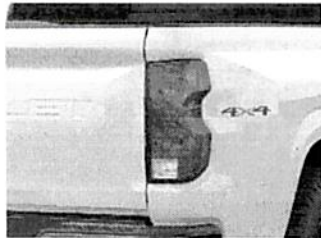
At Michael Hohl Chevrolet, we're proud to serve drivers throughout Carson City, Reno, Sparks, Minden, Gardnerville, Fallon, Fernley, and Lake Tahoe. Come see why the Colorado continues to be one of the most versatile trucks on the road today.

Truck Pro Information

VIN	1GCPTBEK8T1219587
Days on Lot	71

Photos





Michael

HOHL



GMC



East Fork Fire Protection District
2026 CHEVROLET COLORADO Z71
VIN: 1GCPTDEKXT1195434
Stock# CC26211
Salesperson: Robert V
06/05/2026 1:08 PM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: Exempt

CASH PURCHASE	
Market Value	50,840.00
Discount and Rebate Savings	- 7,000.00
Vehicle (after Savings)	43,840.00
Taxes / Fees	28.25
Due On Delivery	43,868.25



Z 71

~~\$~~ 43,868.25

Out The Door

Interest Rates, Pricing, Rebates and Terms are estimates, subject to change and apply only on 06/05/2026.
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01.06.78.71

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3700 South Carson Street, Carson City, NV 89701

Phone: (775) 546-0065



2026 Chevrolet Colorado Crew Cab 4WD Pickup Stock #CC26211



Z71

Chassis Details

Stock Number	CC26211	Exterior Color Description	Summit White
Stock Type	New	Engine Cylinder Count	4
Year	2026	Engine	TurboMax ^{&trade;} engine
Make	Chevrolet	Transmission Type	Automatic
Model	Colorado	Fuel Type	Gasoline
Class	2	Engine Model	L3B
GVWR	6,250	Engine Size (L)	2.7
Drivetrain	4WD	Horsepower	310
Wheelbase	131	Brake Type	Hydraulic
Cab Type	Crew	Vehicle VIN	1GCPTDEKXT1195434
Vehicle Trim	Z71	Door Config	4
Interior Color	Jet Black/Adrenaline Red, Cloth/Evo tex seat trim	Inventory Date	2026-02-24
Seating Capacity	5	Vehicle Model Code	14G43
		MPG City/Hwy	17/22

Body Details

Body Type

Pickup

Vehicle Options

Console, floor front compartment with cup holders and cell phone storage

Floor covering, color-keyed carpeting

Seat Belt, Black

Air vents, rear

Frame, fully-boxed

Tailgate, EZ-Lift and Lower

Glass, deep-tinted

Rear Park Assist

Door handles, body-color

Automatic Stop/Start

Tire, spare 265/70R17SL all-season, blackwall

Driver Information Center, 11" diagonal fully-digital display

Exterior, B-pillar applique (Not available with (GBA) Black exterior.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Visors, driver and front passenger illuminated sliding vanity mirrors

Mirrors, outside heated power-adjustable

USB Ports, rear, dual, charge-only

Front Pedestrian and Bicyclist Braking

Tires, 265/65R18 all-terrain, blackwall, 32" OD (STD) (Will have (XCQ) 265/70R17SL all-season, blackwall spare tire and (RM7) 17 x 8" (43.2 cm x 20.3 cm) steel spare wheel.)

Handles, door release, front and rear, Chrome

Floor mats, carpeted rear

Remote vehicle starter system

Wheels, 18" X 8.5" (45.7 cm x 21.6 cm) Android Dark

Keyless Open and Start

Seat, rear 60/40 split-folding bench with storage

Seat adjuster, power driver lumbar control

Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel

Glass, solar glazing front side windows

Windows, remote express down all windows

Power outlet, 120-volt, bed mounted

Blind Zone Steering Assist with Trailing

USB Ports, 2 (first row) located on console

Wireless phone projection, for Apple CarPlay and Android Auto

11.3" diagonal advanced color LCD display with Google Built-In includes color touch-screen, multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD) (Terms and limitations apply.)

Mirror, inside rearview auto-dimming

Floor mats, carpeted front

Fog lamps, front LED

Windows, power with driver express up/down

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Lighting, interior, center dome

Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

full gloss aluminum (STD)

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Tire Fill Alert provides an audible indication when tire pressure is added to a tire that is low. Aids to achieve optimal tire pressure

Window, rear-sliding, manual

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD)

StowFlex Tailgate, storage compartment, lockable

Pickup box

Transmission, 8-speed automatic (STD)

Red Recovery Hooks, front

Brakes, 4-wheel antilock, 4-wheel disc

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Moldings, Black beltline

Differential, automatic locking rear

Engine control, stop/start system disable button

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior.

Engine air filtration monitor

Trailer Package, heavy-duty includes trailer hitch and 7-pin connector

Speedometer, miles/kilometers

Steering wheel controls, mounted audio controls

Forward Collision Alert

Window, power front, passenger express down

Hill Descent Control

GVWR, 6250 lbs. (2835 kg)

Seat adjuster, driver 8-way power

Glass, privacy glazing rear side windows

Theft-deterrent system, unauthorized entry

Mirror caps, painted (Painted Black.)

Rear Seat Reminder

OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Rear Cross Traffic Braking

Door locks, rear child security

Windows, power rear, express down

Cargo box light, back of cab

Battery, AGM, 800 cold-cranking amps with 80 amp hour rating, 12V

Steering wheel, wrapped

LED Reflective Windshield Collision Alert

Defogger, rear-window electric

Automatic Emergency Braking

Capless fuel fill

Steering column, tilt and telescoping

CornerStep, rear bumper

Power outlet, 120-volt, located in the rear of center console

Power outlet, 12-volt located in center console bin

Rear Seat Belt Indicator

Seat trim, Cloth/Evotex

Wireless Phone Charging (Not compatible with all phones or devices. Compliant devices include Qi technologies. Reference your mobile device manual to confirm what type of wireless power it uses.)

Four wheel drive

StabiliTrak, stability control system with Proactive Roll

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Hitch View

Vehicle health management, provides advanced warning of vehicle issues

Headlamps, LED

Heater, air conditioning duct, rear passenger

Door locks, power

Seats, heated driver and front passenger

Windshield, solar absorbing

Seat adjuster, passenger 4-way manual

Locking cylinder Tailgate, keyed cylinder lock

LED Tail lamp, Stop

Seats, front bucket (STD)

Push Button Start

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching

Headlamp control, automatic on and off with automatic delay

Air conditioning, dual-zone automatic climate control

Advanced Trailering Package

Rear axle, 3.42 ratio

Avoidance and traction control includes electronic trailer sway control and hill start assist

Transfer case, two-speed, electronic Autotrac with push button control includes transfer case shield

Lighting, interior, dual reading

Trailering App

Switch, Flexride mode system

Alternator, 220 amp

IntelliBeam, automatic high beam on/off

Daytime Running Lamps, LED

Map pocket, front passenger seatback

Trailer brake controller, integrated

Radiator Grille Shutters, automatic

Tailgate, remote locking, (locks and unlocks with key fob)

Tire Pressure Monitoring System (does not apply to spare tire)

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKT) Front Pedestrian and Bicyclist Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Audio system feature, Bose premium 7-speaker system

LPO, Performance - Mid Skid Plate

Adaptive Cruise Control

LPO, Performance - Front Skid Plate

HD Surround Vision

Sunroof, power sliding glass with manual shade

Summit White

LPO, Skid Plate Package

Emissions, California state requirements

Rear Pedestrian Alert

License plate kit, front

Jet Black/Adrenaline Red, Cloth/Evotex seat trim

Z71 Preferred Equipment Group

Emissions override, state-specific

Technology Package

Underbody cameras

Vehicle Notes

2026 Chevrolet Colorado Z71 Summit White | Stock #CC26211

The 2026 Chevrolet Colorado Z71 delivers the perfect balance of off-road capability, everyday comfort, and modern technology. Finished in Summit White, this Colorado combines rugged capability with a refined appearance that's equally at home on city streets and mountain trails.

The Z71 trim has long been a favorite among Colorado buyers because it offers enhanced capability while maintaining the comfort and technology drivers want for daily use. Whether you're commuting between Carson City and Reno, towing recreational equipment to Lake Tahoe, or exploring Nevada's scenic backroads, the Colorado Z71 is built to handle it all.

With its versatile design, comfortable interior, and adventure-ready spirit, this Colorado Z71 is ready for wherever the road leads next.

Truck Pro Information

VIN 1GCPTDEKXT1195434

Days on Lot 101

Photos





East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the five-year Collective Bargaining Agreement between the East Fork Fire Protection District ("East Fork") and the East Fork Professional Firefighters Association ("Non-Supervisory"), and to authorize the District Fire Chief to execute the agreement on behalf of the District. The estimated fiscal impact of the agreement is approximately \$445,496 in Year 1, \$458,861 in Year 2, and \$472,627 in Year 3, for a cumulative estimated cost of \$1,376,984 over the first three years of the five-year agreement. The agreement is projected to increase labor-related expenditure by an average of 3.0% annually as a result of the negotiated terms. (Alan Ernst, District Fire Chief) 20 Minutes.

2. **Recommended Motion:** Motion to approve the five-year Collective Bargaining Agreement between the East Fork Fire Protection District ("East Fork") and the East Fork Professional Firefighters Association ("Non-Supervisory"), and to authorize the District Fire Chief to execute the agreement on behalf of the District. The estimated fiscal impact of the agreement is approximately \$445,496 in Year 1, \$458,861 in Year 2, and \$472,627 in Year 3, for a cumulative estimated cost of \$1,376,984 over the first three years of the five-year agreement. The agreement is projected to increase labor-related expenditures by an average of 3.0% annually as a result of the negotiated terms.

3. **Funds Available:** Yes **Amount:** Year 1-\$445,496
Year 2-\$458,861
Year 3-\$472,627
Estimated three-year total-\$1,376,984

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

4. **Prepared by:** Alan Ernst, District Fire Chief

5. **Meeting Date:** June 16, 2026 **Time Required:** 20 Minutes

6. **Agenda:** Administrative

7. **Background Information:** Representatives of East Fork Fire Protection District and the East Fork Professional Firefighters Association have completed negotiations for successor Collective Bargaining Agreements (CBAs) covering both the supervisory (Battalion Chief) and non-supervisory bargaining units. The proposed agreements establish a five-year term and are the result of collaborative meet-and-confer discussions between the parties.

The Board will be presented with both red lines and clean versions of the proposed agreements. The presentation will include a review of articles that contain negotiated changes, as well as articles that remain unchanged from the current agreements. Articles with no modifications are included within the agreements to provide a complete and comprehensive contract document for the duration of the agreement.

The agreements reflect the efforts to maintain competitive compensation and benefits, clarify administrative and operational procedures, support recruitment and retention initiatives, and address operational needs of the District.

ARTICLES WITH NO CHANGES

The following articles remain unchanged from the current Collective Bargaining Agreements (Non-Supervisory):

- Article 4 – Recognition
- Article 6 – Indemnification

- Article 7 – Management Rights
- Article 8 – Nevada Public Employees Retirement System
- Article 11 – Fact Finding and Arbitration
- Article 12 – Arbitrator
- Article 13 – Savings Provision
- Article 14 – Non-Discrimination
- Article 15 – Successorship or Consolidation of the District
- Article 16 – Memorandum of Understanding (MOU)
- Article 17 – Drug and Alcohol
- Article 18 – Peer Agencies
- Article 21 – Payroll Deductions
- Article 22 – Promotional Pay Increases
- Article 23 – Overtime Pay
- Article 24 – FLSA
- Article 34 – Tuition Reimbursement
- Article 38 – Military Leave
- Article 39 – Administrative Leave
- Article 40 – Court and Jury Duty Leave
- Article 42 – Bereavement Leave
- Article 43 – Extended Leave
- Article 44 – Leave Donation
- Article 45 – Leave of Absence
- Article 46 – Non-Occupational Injuries/Illness
- Article 47 – Occupational Injuries/Illness
- Article 49 – Retiree Health Reimbursement Arrangement
- Article 50 – Employee Assistance Program
- Article 51 – Association Business
- Article 53 – Communications
- Article 54 – Prevailing Rights
- Article 57 – Shift Trades
- Article 59 – Reduction in Force
- Article 64 – Seniority

ARTICLES AND APPENDICES WITH NEGOTIATED CHANGES

The following articles and appendices contain redlined modifications:

- Article 1 – Parties
- Article 2 – Term of Agreement
- Article 3 – Notices
- Article 5 – Definitions
- Article 9 – Corrective and Disciplinary Action
- Article 10 – Grievance Procedures
- Article 19 – Pay Practices
- Article 20 – Wages
- Article 25 – Compensatory Time
- Article 26 – Call Back/Return to Work
- Article 27 – Acting Pay
- Article 28 – Advanced Certification Incentives
- Article 29 – Training and Safety Assignment
- Article 30 – Special Assignment Incentive
- Article 31 – Paramedic Preceptor Incentive
- Article 32 – Holiday Pay
- Article 33 – Uniform Allowance
- Article 35 - Employer Medical Evaluation (Eliminated) Page Intentionally Left Blank
- Article 36 – Annual Leave
- Article 37 – Sick Leave
- Article 41 – Professional Development Leave
- Article 48 – Employee Life and Health Insurance

- Article 52 – Staffing
- Article 55 – Hours
- Article 56 – Safety
- Article 58 – Station Assignments
- Article 60 – Acting Qualifications
- Article 61 – Probationary Periods
- Article 62 – Promotions
- Article 63 – Long-Term Acting Assignments (Formerly Temporary Promotions)
- Article 65 – Employee Relations Liaison (Eliminated) Page Intentionally Left Blank
- Article 66 – Replacement of Personal Property
- Article 67 – Flight Paramedic Assignment (Formerly Station Habitability Committee)
- Article 68 – Lateral Transfers Firefighter/Paramedic
- Article 69 – Paramedic
- Article 70 – Fire Fuels Management
- Article 71 – Fire Academy

APPENDICES

- Appendix A – Classifications
- Appendix B – Pay Plan (Formerly Employee Development/Performance Program)
- Appendix C – Reopeners (Formerly Pay Plan)
- Appendix D – Meet and Confer (Formerly Reopeners)

The fiscal impact associated with the proposed agreements is detailed within the compensation, benefits, and staffing provisions contained in the revised articles and appendices. Funding for the agreements will be incorporated into the District's adopted budget and future financial planning processes.

Approval of the agreements supports the District's goals of maintaining positive labor relations, ensuring competitive compensation and benefits, supporting employee recruitment and retention, and providing continued delivery of high-quality emergency services to the community.

Agenda Item #09

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~~July 1,
3 2026, by and between the East Fork Fire Protection District (“District”) and the
4 East Fork Professional Fire Fighters Association, International Association of Fire
5 Fighters, Local 3726 (“Association”).

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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, 2026, and end on June
3 30, 2032.

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, 2032, no increase in salaries, wages, or other monetary benefits will occur
8 or 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, 2032, as required in NRS 288.180.

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13 **FOR THE DISTRICT:**

FOR THE ASSOCIATION:

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19 _____
20 Ted Carlini
21 Alan Ernst
22 District Fire Chief

23 Sky Dwinell
24 Matt Hill,
25 Chief Negotiator Non-Supervisor
26 Bargaining Unit Representative
27 East Fork Professional Firefighters

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34 _____
35 Jacques Etchegoyhen
36 Michael Sommers
37 President, Board of Directors
38 East Fork Fire Protection District

39 Kevin May
40 Justin Grimm
41 President
42 East Fork Professional Firefighters

43 _____
44 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 [items requiring notices both parties agree](#)
3 [terms and provisions of this Agreement](#), notices will be sent in both hardcopy and
4 electronic formats to the following:

5 District Fire Chief
6 East Fork Fire Protection District
7 1694 County Road
8 Minden, Nevada 89423
9 tcarlini@eastforkfire.org aernst@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 Local3726president@gmail.com president@eastforkfire.com

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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 **A.** A "day" will be defined as any day, regardless of weekends or holidays
5 recognized by the District.
6

7 **B.** An "alternate" is a person who is a member of a specific committee who may
8 not vote unless a voting member on that same committee is absent, in which
9 case the alternate may vote.
10

11 **C.** "Forced" shall mean an employee that is directed to remain on duty, without a
12 break in service, on mandatory overtime.
13

14 **D.** "Base Hourly ~~Rate~~Wage" means the amount earned at the employee's hourly
15 rate based off the employees rank and step within the pay plan. Base wage
16 or base pay does not include incentive pay, overtime, or other forms of
17 additional pay.

18 **D.E.** "Total Hourly Rate" means the employees Base Hourly Rate plus
19 incentives.

21 **E.F.** "PERS" means Public Employees' Retirement System of Nevada.
22

23 **F.G.** "Fire PERS" means Police Fire Employee's Retirement System of
24 Nevada.
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1 **ARTICLE 9** **Corrective and Disciplinary Action**

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3 **Purpose**

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

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

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

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

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

1 56-hour employee end of shift of the resignation date

2 40-hour employee end of shift of the resignation date

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4 ~~Appendix B changes:~~ EDPP changes:

5 Any changes to ~~appendix B~~ the EDPP shall be mutually agreed upon by the
6 District and the Association.

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

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

2 **A. Definitions**

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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 **2. Grievant**

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

19 **3. Day**

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

23 **B. Process**

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

28 **Step 1: Grievance Determination**

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

35 **Step 2:**

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

41 An Executive staff member shall, within ten (10) days after receipt of the written
42 grievance, meet jointly with the grievant and Association representative(s). If a
43 meeting is held, the Executive staff member shall have ten (10) days following
44 such meeting to issue his\her written decision. Failure to meet or issue a

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

1 decision pursuant to the above will result in the grievance being automatically
2 moved to the next step.

3
4 **Step 3:**

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

13
14 **Step 4:**

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

17
18 **C. General Provisions**

- 19
20 1. If the Grievance Committee fails to carry a grievance forward to the
21 appropriate level within the prescribed time period, the grievance shall be
22 considered settled based upon the decision rendered at the prior step.
23 2. The grievant may be represented by a person of the grievant's choice.
24 3. Time limits and procedures may be waived by mutual written consent of
25 the grievant and the District.
26 4. All written grievances and responses shall be by email and phone call to
27 the respective party.
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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~~
3 future negotiated wage adjustments will be effective the first pay date of each
4 fiscal year unless otherwise stated.

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

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

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

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

1 **ARTICLE 20** **Wages**

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

5
6 **A.** Wage Range will be adjusted over FY ~~26/27 and 27/28~~^{25/26} as follows,
7 applied as outlined in Section B:

8
9 ~~**B.** The Wage Range adjustments will be applied as follows:~~

- 10 ~~1. Fire PERS employees shall receive a 4.38% reduction July 5, 2025.~~
11 ~~2. PERS employees shall receive a 1.63% reduction July 5, 2025.~~

12
13 ~~**C.B.**~~ Cost of Living Adjustment (COLA) will be paid as follows:

14 Fire PERS

- 15 1. There shall be a ~~4.46%~~^{3.0%} Cost of Living Adjustment (COLA) paid
16 with the first pay date in ~~July~~^{October} 202~~6~~⁵.
17 2. There shall be a ~~3.0%~~^{1.46%} Cost of Living Adjustment (COLA) paid
18 with the first pay date in ~~July~~^{January} 202~~7~~⁶.
19 3. There shall be a ~~3.0%~~^{1.46%} Cost of Living Adjustment (COLA) paid
20 with the first pay date in ~~July~~^{April} 202~~8~~⁶.

21 PERS

- 22 1. There shall be a ~~3.0%~~^{54%} Cost of Living Adjustment (COLA) paid with
23 the first pay date in ~~July~~^{October} 202~~6~~⁵.
24 2. There shall be a ~~3.0%~~^{54%} Cost of Living Adjustment (COLA) paid with
25 the first pay date in ~~July~~^{January} 202~~7~~⁶.
26 3. There shall be a ~~3.0%~~^{54%} Cost of Living Adjustment (COLA) paid with
27 the first pay date in ~~July~~^{April} 202~~8~~⁶.

28
29
30 There shall be a wage reopener for FY 28/29 to discuss repurposing the 3.0%
31 COLA into longevity. Additionally, both parties agree to a reopener if there is an
32 increase or decrease of 15.0% or more in the ad valorem and consolidated tax
33 revenue from FY 26/27 to FY 28/29 to discuss the need for adjustments to the
34 COLA.

35 ~~There shall be a wage reopener for FY 28/29 to discuss repurposing the 3.0%~~
36 ~~COLA into longevity. Additionally, both parties agree to a reopener if there is a~~
37 ~~15.0% shift in the available budget to discuss the need for adjustments to the~~
38 ~~COLA.~~

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1 **ARTICLE 25 Compensatory Time**

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

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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 total hourly rate~~current pay rate~~ as of that pay period.

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

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

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

26
27 **B. Call Back (for employees hired after January 1, 2010).**

- 28 1. "Call Back" is defined as returning to duty within 12 hours after one's regular
29 working hours to respond to an emergency.
30 2. For the purpose of this article, "Emergency" means a sudden, unexpected
31 occurrence that is declared by the governing body or chief administrative officer
32 of the public employer to involve clear and imminent danger and require
33 immediate action to prevent and mitigate the endangerment of lives, health or
34 property.
35 3. Call back is paid at two (2) times the employees' total hourly rate and is paid
36 for a minimum of two (2) hours or time actually worked not to exceed twenty-
37 four (24) hours, whichever is greater.

38
39 **C. Return to Work Pay**

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

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

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2. Return to Work Pay is paid at two (2) times the employee's total hourly rate and is paid for a minimum of two (2) hours or time actually worked not to exceed twenty-four (24) hours 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 [Flight Medic](#), Squad
3 Boss, Engineer or Fire Captain, which is above their current classification, will be
4 compensated with an additional 10% of pay for all time worked in an acting
5 capacity.

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.

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1 **ARTICLE 28** **Advanced Certification Incentives**

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

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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 WageRate.

17 **B. Paramedic Certification Incentive**

18
19 An Engineer or Captain certified by the State of Nevada as an Emergency
20 Medical Technician-Paramedic (EMT-P) and who is able to function as a
21 Paramedic within the District will receive incentive pay ~~equal to a percent of six~~
22 percent (6.0%) the qualifying employee's Base Hourly WageRate.

23 ~~The percentage shall be as follows:~~

- 24 ~~• Five and a quarter percent (5.25%) Effective the first pay date in July 2024~~
- 25 ~~• Five and a half percent (5.5%) Effective the first pay date in January 2025~~
- 26 ~~• Five and three quarter percent (5.75%) Effective the first pay date in July~~
27 ~~2025~~
- 28 ~~• Six percent (6.0%) Effective the first pay date in January 2026~~

29 **C. Plans Examiner Certification Incentive**

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

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

36

1 ~~Effective the first pay date in July 2022, a~~Any qualified employee who is assigned
2 as an FTO to an employee will receive an FTO Incentive of ten percent (10%) of
3 the qualifying employee's base hourly ~~wage~~rate, not to exceed 720 hours per
4 FTO assignment. FTO's must follow all operational guidelines and protocols
5 established by the District. FTO incentive pay will be per pay period. All
6 necessary documentation will be forwarded to the District.

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

10
11 ~~Tentative Agreement~~ — ~~Date~~ _____

12
13 ~~East Fork Fire Protection District~~ _____ ~~East Fork Professional Fire Fighters~~

14 _____
15 ~~Date~~ _____ ~~Date~~ _____

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1 **ARTICLE 29** **Training and Safety-Administrative Captain Assignment**
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- 3 1. Employees may be assigned by the Fire Chief to serve in long-term 40-
4 hour assignments. These assignments include, but are not limited to,
5 Training, EMS, and the Fuels Division. When employees are assigned to
6 these positions, they will be compensated according to the Fire Captain
7 pay scale. Placement within the Fire Captain pay range will be set at the
8 step that provides the closest increase to the employee's current base
9 hourly wage and shall receive Administrative Assignment pay equal to
10 twelve percent (12%) of Base Hourly Wage. Fire Captains assigned to the
11 long-term 40-hour assignment shall remain on the Fire Captain salary
12 schedule and shall receive Administrative Assignment pay equal to twelve
13 percent (12%) of Base Hourly Wage. Any Fire Captain may be assigned
14 by the Fire Chief to serve in an Administrative Captain Assignment on a
15 40-hour or 56-hour work schedule. These assignments include, but are
16 not limited to, Training, EMS, and the Fuels Division. Fire Captain's
17 assigned to these positions, shall receive Administrative Captain
18 Assignment pay equal to twelve percent (12%) of Base Hourly Wage. Any
19 Fire Captain assigned to the Training and Safety Assignment will receive
20 Training and Safety Assignment pay equal to twelve percent (12.0%) of
21 Base Hourly Wage.
22 2. Pay rate for normal and overtime hours will be converted to a 40-hour
23 rate.
24 3. All accruals will be calculated on a 56-hour schedule.
25 4. Any cashouts or closeouts will be paid out on a 56-hour pay rate.
26 5. Employees will be eligible to work overtime on their days off and off hours.
27 6. Employees will be added to a list in Telestaff for eligibility. The list will
28 follow off-duty 56-hour station ranks on a rank-for-rank basis but will be
29 offered before it is made available to actors.
30 7. Any acting capacity overtime will be offered following 56-hour employees
31 4.8. Employees will be able to earn overtime for off district assignments,
32 hourly rate (56-or-40-hour rate) for off district will reflect reimbursable rate.
33 2.9. When a Fire Captain-Fire Captain leaves the Training and Safety
34 Administrative Captain Assignment and resumes the regular duties of a
35 Fire Captain, the Fire Captain-employee will no longer be eligible to
36 receive the Training and Safety-Administrative Captain Assignment Pay
37 and will only receive the employee's Base Hourly Wage and any other
38 incentive pay the employee is otherwise entitled to receive.
39 3. If a Fire Captain -Fire Captain that is filling the Administrative Captain
40 Training Assignment is promoted to Battalion Chief, then the Fire Captain
41 Fire Captain will receive a promotional salary increase based on their
42 current base wage plus the Training and Safety-Administrative Captain
43 Assignment Pay they were receiving immediately prior to their promotion.
44 10.

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

4. ~~An employee Fire Captain assigned to the Training and Safety Administrative Captain Assignment will fulfill those duties for a minimum of one (1) year. Only one Training and Safety Administrative Captain Assignment will be vacated on a voluntary basis during any consecutive six (6) month period. No more than two employees Fire Captains may voluntarily vacate a Training and Safety Administrative Captain Assignment during any consecutive eighteen (18) month period. If there is a vacancy due to a promotion, retirement or any other reason, then there will be only one voluntary vacancy available during the subsequent twelve (12) month period, unless otherwise specified by the District Fire Chief or designee.~~

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11.

Administration Captain Assignment

The Administration Captain Assignment shall be filled in the following order:

1. Line Staff Captains (56-Hour Employees)

The assignment shall first be offered to a qualified 56-hour line staff Captain through a competitive selection process established by the Fire Chief. If no qualified Captain applies for the assignment, the process shall proceed to Step 2.

2. Acting Captains on the Captain Promotional List

The assignment shall next be offered to 56-hour line staff Acting Captains who are currently on the Captain Promotional List. Offers shall be made in accordance with promotional process in Article 62. If no eligible Acting Captain accepts the assignment, the process shall proceed to Step 3.

3. Other 56-Hour Line Staff Employees

The assignment shall then be opened to all other 56-hour line staff employees, regardless of rank, through a competitive selection process established by the Fire Chief. If no qualified employee applies for the assignment, the process shall proceed to Step 4.

4. Other Qualified Individuals

If the assignment remains unfilled after completion of Steps 1 through 3, the Fire Chief may appoint any individual deemed qualified for the position.

Any Acting Captain on the Captain Promotional List who accepts the Administration Captain Assignment shall be promoted to the rank of Captain and shall serve any required probationary period in accordance with Article 61.

Any 56-hour line staff employee who accepts the Administration Captain Assignment and is not on the Captain Promotional List shall retain their current rank and shall not be promoted to the rank of Captain solely by virtue of accepting the assignment.

An employee who retains their current rank while serving in the Administration Captain Assignment shall return to their previously held rank upon completion of the assignment unless otherwise promoted in accordance with this Agreement.

Any changes to the job descriptions of the Administration Captain Assignment shall be mutually agreed upon by both the District and EFPF Executive Board.

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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 rate](#).

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\PCR\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 years or when the~~
34 ~~person holding the assignment resigns from the position whichever is sooner.~~

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

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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 a~~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 wagerate, not to exceed 720 hours per
5 intern. Preceptors must follow all operational guidelines and protocols
6 established by the District. Preceptor incentive pay will be paid per pay period.
7 Any necessary documentation will be forwarded to the District for billing
8 purposes.

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

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

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

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

26 **40-Hour Employees**

27

28 If scheduled or required to work a holiday designated by the United States, the
29 State of Nevada or the District, eEmployees working 40-hour work weeks will
30 receive one and one-half (1.5) times their Base Hourly WageTotal Hourly Rate or
31 compensatory time at one and one-half (1.5) times their Base Hourly Wageactual
32 hours -if worked. -scheduled or required to work a holiday designated by the
33 United States, the State of Nevada or the District.

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1 **ARTICLE 33** **Uniform Allowance**

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

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 n~~New hires ~~probation at the time of distribution will~~
35 ~~be required to purchase Class A within sixty (60) days from~~ hire date ~~the allocation of~~
36 ~~their initial uniform allowance.~~

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1 **ARTICLE 35** ~~Employer Medical Evaluation~~ This Page Intentionally Left Blank

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.~~

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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 a
4 continuous full-time basis will accrue annual leave on the basis of the schedule
5 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
8 the above rates.
9

- 10 2. All employees in Fire PERS or PERS who are regularly employed in a 40-hour
11 position on a continuous full-time basis will accrue annual leave on the basis of
12 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

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

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

18 **B. Accrual During Probation**

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

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

23 A Lateral Transfer will accrue annual leave based on years of experience as a
24 professional firefighter. One (1) year will be considered twelve (12) months

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

1 completed, two (2) years will be considered twenty-four (24) months completed,
2 three (3) years will be considered thirty-six (36) months completed, and so forth.

3 After sixty (60) days of employment, a Lateral Transfer may purchase hours of
4 annual leave up to the maximum annual ~~carry over~~ carryover of hours per Article
5 36(F) at the factor of one hour of pay buys one hour of leave.

6

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

8 Employees who have completed at least six months of continuous service and
9 leave the District will be paid for accrued unused annual leave at the employees'
10 current total hourly rate.

11 **E. Payment on Death**

12 If an employee dies, who was otherwise entitled to accumulated annual leave
13 under the provisions of this article, the legal heirs of the deceased employee will
14 be paid an amount of money equal to the number of hours of annual leave
15 accrued multiplied by ~~the~~ the Total Hourly Rate ~~Base Hourly Wage~~ of the
16 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
22 pay period of the year will be transferred into the employee's Sick Leave bank
23 balance by the end of the first pay period of the following year. The District will
24 inform all employees of the date of the last pay period of the year via email a
25 minimum of 6 pay periods prior to the date.

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

32 Employees with any unused hours over 240 (56-hour employees) ~~504~~ or 170
33 (40-hour employees) ~~360~~ hours (depending on whether the employee is a Fire
34 PERS or PERS employee) who wish to be paid out up to 72 hours (56-hour
35 employees) or 40 hours (40-hour employees) must submit the required form no
36 later than December 1st to Human Resources with pay out the first pay date in
37 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 Compensation
- 5 Account.
- 6

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

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

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

13
14 Subsequent requests for twelve hours or less annual leave are approved,
15 pending coverage. Once covered, they shall be considered approved.

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

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

20
21 Subsequent requests for annual leave are guaranteed approved, once approved
22 by their immediate supervisor pending coverage.
23
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26 Tentative Agreement – Date _____

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28 East Fork Fire Protection District _____ East Fork Professional Fire Fighters

29 _____
30 Date _____ Date _____

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

1 **ARTICLE 37 Sick Leave**

2
3 **A. Basis of Accrual**

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

- 7 **1. Fire PERS employee regularly assigned to a 56-hour schedule:** 7.39
8 hours per pay period totaling one hundred and ninety-two point one four
9 (192.14) hours per year.
10

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

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

- 16 **a.** Hours will be credited to the employee at the beginning of the pay period.
17 Employees who are hired during the middle of a pay period will have their
18 hours for that Pay Period prorated based on 14 days per pay period.
19

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

- 22 • Fire PERS $7.39/14=0.5279$ hours per day.
23 $14-4=10 \times 0.5279=5.279$ hours of leave accrued that pay period.
24 • PERS $3.39/14=0.2421$ hours per day. $14-4=10 \times 0.2421=2.421$ hours
25 of leave accrued that pay period.
26

27 **B. Maximum Accrual**

28 **Fire PERS Employees**

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 period prior to that date.

33 **PERS Employees**

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

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

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

15 **D. Sick Leave Pay Out**

- 17 1. 56-hour employees may be compensated (at their base-total hourly rate
- 18 based on their permanent/regular assignment) for a maximum of 1120
- 19 unused sick leave hours and 40-hour employees may be compensated for a
- 20 maximum of 800 unused sick leave hours upon separation/retirement from
- 21 the District based on the following total years of service:

22 4.

<u>5 Completed years.</u>	<u>36.8%</u>
<u>6 Completed years.</u>	<u>40.1%</u>
<u>7 Completed years.</u>	<u>43.4%</u>
<u>8 Completed years.</u>	<u>46.7%</u>
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 %

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

1 Employees with any unused hours over 192 (56-hour employees) or 130 (40-
2 hour employees) hours (depending on whether the employee is a Fire PERS or
3 PERS employee) who wish to be paid out up to 72 hours (56-hour employees) or
4 40 hours (40-hour employees) must submit the required form no later than
5 December 1st to Human Resources with pay out the first pay date in February.
6 Pay out will be paid at the employee's total hourly rate.

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7 **E. Sick Leave Pay Out at Separation and Retirement**

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

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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 employees assigned Battalion Chief and then by the [Deputy](#)
16 [Chief of Training and Safety Division Chief](#). Professional Development Leave is
17 subject 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.

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

2 **A. Cafeteria Plan**

- 3 1. The District will continue to maintain a cafeteria benefit plan. A cafeteria
4 plan recognizes that employees have diverse needs, and allows
5 employees to choose benefits based on their individual needs.
6 2. The District will offer eligible employees' medical, dental, vision and life
7 insurance (individual coverage or family/dependent coverage).
8 a. The District will provide a \$25,000 life insurance policy for the
9 employee only.
10 3. If a High Deductible Medical Plan with Health Savings Account is offered
11 by the District, an incentive will be provided for employees to participate in
12 the plan. The District will meet and confer with the Health Benefits
13 Committee prior to implementing a change of the current health benefit
14 plan.
15 4. The health benefit plan, in whole or in part, may be optional for employees
16 that can provide acceptable proof of comparable coverage through
17 another source. Approval for a waiver of the health benefit plan will be at
18 the discretion of the District Fire Chief after consulting with the Insurance
19 and Benefits Committee. If an employee waives the core medical
20 package, the employee will receive a fixed dollar amount per month in lieu
21 of coverage, which they may use for items on the cafeteria menu offered
22 by the District including Life, Dental and Vision, if they choose.
23 5. If a High Deductible Medical Plan with Health Savings Account (HSA) is
24 not offered, a High Deductible Medical Plan with a Health Reimbursement
25 Arrangement (HRA) may be offered in its place. If an HSA is not offered,
26 Article 48 shall be reopened and plan changes negotiated.
27 6. The District will offer the employee Long Tern Disability, Short Term
28 Disability, additional Life Insurance and other ancillary plans. The
29 employee will pay the cost of these plans if they choose to enroll in them.
30

31 **B. District Fund Contribution for Health Benefit Package**

- 32 1. If a health benefit plan is waived pursuant to Section A (4) above,
33 employee shall receive a \$450 monthly contribution.
34 2. The District will provide employees with employee-only coverage at the
35 actual employee-only cost for the PPO or HSA health plan selected by the
36 employee subject to Article 48 E.
37 3. The District will provide employees with employee plus dependent
38 coverage at the actual employee/dependent premium cost for the PPO or
39 HSA health plan selected by the employee subject to Article 48 E.
40

41 **C. Monthly Contribution in Lieu of Health Benefit Plan**

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

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

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

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

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

9
10 **2. Annual Account Contribution Distribution**

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

22 **3. Probationary Employees**

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

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

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

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

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

33
34 **F. Benefits Committee**

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

- 39 • Provide suggestions regarding benefits to the District Fire Chief.
40 • Act as an advisory panel to the District Fire Chief.
41 • 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 ~~The District agrees to attend an insurance symposium/conference with the~~
11 ~~Association in 2025.~~

- 12 ~~• The District and the Union will each be responsible for the attendance costs~~
13 ~~associated with their representatives to the symposium/conference.~~

14
15 **G. Reopener**

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

22 **H. Ambulance Plan**

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

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

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

3
4 When unable to fill a Fire Squad/ Engine Boss with Fire Squad/ Engine Boss, a
5 qualified actor for that position from that Division may be used.
6

7 If the District reduces All Risk shift staffing below twenty-one (201) bargaining unit
8 members per shift, the District will first notify the Association. The Association has
9 the ability to request to meet and negotiate over the impacts and effects of any
10 reduction in staffing below twenty-one (201) bargaining unit members covered by
11 this ~~Agreement~~.Agreement.

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

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

17 **INTENT:** This covers routine daily operations, special assignments, and off-district
18 assignments. Both parties understand that seasonal employees may from time-to-time
19 fill Fuels/Fire vacancies. Only job classifications in Appendix A: All-Risk or Fuels/Fire
20 will be eligible to staff positions during off-district brush engine assignments.
21

22

23

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

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

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

18 **B. Non-Suppression Personnel**

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

26 **C. Fire/Fuels Personnel**

27 ~~1. Beginning the first pay period of May through the last pay period in October:~~
28 ~~a. Fire/Fuels PERS employees work week shall consist of forty (40) hours~~
29 ~~per week on two "Modules". One Module shall be Sunday Wednesday~~
30 ~~from 0730-1730 and one (1) Module shall be Wednesday Saturday~~
31 ~~0730-1730.~~

32
33 ~~2. First Pay period in November the last pay period in April:~~
34 ~~a. Fire/Fuels PERS employees work week shall consist of forty (40) hours~~
35 ~~per week which shall be Monday Thursday from 0730-1730. Neither~~
36 ~~the District nor the Association shall have the ability to flex the forty~~
37 ~~(40) hour schedule unless mutually agreed to by the District Fire Chief~~
38 ~~or designee and the Association President or designee. A permanent~~

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

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

D.C. Shift/Module Reassignment

Employees being moved from one shift or module to another shall be provided a minimum of two (2) full pay periods' notice prior to the reassignment. ~~will be given a up to sixty (60) days notice prior to movement. The Association will be notified via email as addressed in the CBA.~~

Any employee who is reassigned to a different shift or module shall be granted any previously approved leave occurring during the period affected by the reassignment.

The Association shall be notified of all such reassignments via email in accordance with the CBA.

The two (2) pay period notice requirement may be waived if the affected employee(s) voluntarily agrees to an earlier reassignment.

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1 **ARTICLE 56 Safety**

2 **A. Safety Committee**

3 1. In order to address the mutual concerns of the parties on safety matters, the
4 Association and District agree to form Safety Committee. It is intended to
5 provide a vital connection in the “top down, bottom-up” approach to
6 developing and maintaining a safe working environment. The Safety
7 Committee is hereby empowered and responsible ~~to provide~~ for providing
8 advice and recommendations to the District Fire Chief in the following areas:

- 9 a. Drafting new and revised safety policies and procedures.
10 b. Consider the concerns of and formally recommend corrective action toward
11 personnel safety inquiries.
12 c. Evaluate the root cause of accidents or injuries, based upon the completed
13 reports and investigations, and propose formal conclusions and corrective
14 actions.

15 2. The Committee shall be composed of five (5) members and one (1) ex officio
16 members as follows:

- 17 a. Two (2) Association members, including two (2) alternates appointed by
18 the Association President.
19 b. One (1) ~~Safety and Training~~ Captain assigned by the Deputy Division
20 Chief overseeing Ttraining and SSafety.
21 c. One (1) Battalion Chief jointly selected by the three Battalion Chiefs with
22 one (1) Battalion Chief serving as an alternate.
23 d. One (1) Volunteer ~~Firefighter~~ representative selected by the president of
24 the East Fork Volunteer Association.
25 e. The ~~Deputy Division~~ Chief overseeingof Training and Safety will serve as
26 an ex officio member of the Committee and as the Chairman in a non-
27 voting capacity.
28
29

30 **B. Meetings**

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

1 **C. Safety Turnouts and Equipment**

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

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

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 the [procedure 101.5202.27 Station](#)
7 [Requests guideline.](#)

8 **Intent:** Any changes to this [guideline](#)~~procedure~~ will be in consultation with the
9 Association.

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1 **ARTICLE 60 Acting Qualifications**

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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.

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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 **Suppression:**

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

14 Any Administration Captain who transitions to a 56-hour Line Staff Captain
15 position, and who has not previously completed the required promotional
16 probationary period of one hundred twenty (120) shifts worked as a 56-hour Line
17 Staff Captain, shall complete the remainder of the probationary period upon
18 returning to line staff.

19 Any time previously served as a promoted 56-hour Line Staff Captain, prior to
20 accepting the Administration Captain Assignment, shall be credited toward
21 completion of the one hundred twenty (120) shift promotional probationary
22 period.

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23 **Fuels/Fire Management:**

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

28 **Non-Suppression:**

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

33 **Probationary Period Extension:**

34 Administration may extend the probationary period of any employee,
35 regardless of rank, up to thirty (30) shifts. Any extension shall be
36 supported by a documented Performance Improvement Plan (PIP)
37 identifying the specific areas requiring improvement, performance
38 expectations, and the duration of the extension.

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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
41 Article 22. For a period of twelve (12) months following the date of transfer the

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1 employee will not be eligible for promotion to the position they transferred from
2 during this period. This twelve (12) month period shall not be considered
3 probationary.

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

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

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

16 **G.H.** All tests will be used to establish an ~~eligibility~~eligibility list based upon
17 ranking of test applicants with the highest overall score being placed first, next
18 highest second, and so on down the list of candidates. The selection within the
19 ~~eligibility~~eligibility list will be made from the top 3 positions, after which the
20 rankings will be reestablished.

21 **H.I.** Any employee taking a promotional exam shall be given Administrative
22 Leave for any days during the test that they are scheduled on duty.

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1 **ARTICLE 63** Temporary Promotion/Long-term Acting Assignments

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 who will be absent for more than twelve (12) full pay periods (the "Absent~~
7 ~~Employee").~~

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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.~~

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37 In the event that an employee is expected to be absent for a significant period of time,
38 the District may assign an individual to a long-term acting position to fill the vacancy.
39

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1 Long-term acting assignments may be used in situations including, but not limited to:
2 workers' compensation leave, military leave, special assignments (e.g., Academy),
3 administrative leave, and personal injury or leave (with approval from the injured
4 employee, where applicable).

5
6 A long-term acting assignment will be considered when a vacancy is anticipated to
7 exceed ninety (90) days.

8
9 A long-term acting assignment will initially be for twenty (20) shifts. If, after the initial
10 twenty (20) shifts, the vacancy is expected to continue for an additional twenty (20)
11 shifts, a second employee will be assigned to a long-term acting assignment.

12
13 Selection for long-term acting assignments shall be made from the ranked promotional
14 list in descending order. Once an employee has served in a long-term acting
15 assignment, they shall not be eligible for another assignment until all employees on the
16 promotional list have had an opportunity to serve in a long-term acting capacity.

17
18 In the event that no employees are on a promotional list, the District shall interview all
19 qualified acting candidates from lower rank(s) and develop a ranked list from which to
20 select for long-term acting assignments.

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1 **ARTICLE 65** Employee Relations Liaison This Page Intentionally Left Blank

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 management,~~
6 ~~time and attendance management, retirement of Association members, or~~
7 ~~additional tasks as directed by the Director of Administrative Services or designee.~~
8 ~~The District will bear the cost of any training that is considered necessary by the~~
9 ~~District's Director of Administrative Services. Only Training time, as designated in~~
10 ~~Telestaff, will be used for approved training.~~

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1 **ARTICLE 66 Replacement of Personal Property**

2 **Lost, Stolen or Destroyed**

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

11 **Replacement Cost Limits**

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

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ARTICLE 67 ~~Station Habitability Committee~~ Flight Paramedic Assignment

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Any paramedic assigned to the Battle Born Flight Paramedic assignment will receive incentive pay equal to six percent (6.0%) of the base hourly wage.
The district along with a Battle Born representative will be responsible for interviewing and the selection process of members who wish to be assigned to the flight paramedic assignment.
EFFPD personnel assigned to the helicopter will be offered to staff vacancies first for the firefighter/paramedic position on the helicopter but not forced.
If no personnel assigned to the helicopter are available or interested in working the vacancy, Battleborn will be responsible for staffing the helicopter with their personnel.
The firefighter/paramedic position on the helicopter will be above the current agreed upon minimum staffing per article 52 and do not count towards minimum staffing.
The shift captain for the station the helicopter is based at will be the immediate supervisor of the member assigned to the helicopter.
Per the FAA, the pilot of the helicopter will have sole and absolute discretion to remove medical crew or other district personnel from the aircraft (temporarily or permanently) at any time for safety reasons.
The district and Battleborn will ensure that the personnel assigned to the helicopter are offered opportunities to train on firefighting skills while on duty. The shift captain and Battleborn base manager will be responsible for scheduling planned trainings while on duty.
In addition to on duty training, due to potential unavailability, the district will offer opportunities for the personnel assigned to the helicopter to train on opposite shifts and be compensated. Off duty training shall be approved by the Operations Chief prior to completion.
EFFPD personnel that accept the full-time assignment to the helicopter agree to a minimum of 2 years to the assignment pending promotions, discipline, or other needs as the district deems necessary.

Base Manager

Personnel assigned to the helicopter and are approved past their FTO phase may apply for the base manager position for the current base within the district.
The personnel will complete an interview process with administration and a Battle Born representative when being considered for the spot.
If a EFFPD personnel is filling the role of Base Manager, they will receive an additional 9% incentive pay in addition to their flight paramedic incentive.
When a EFFPD employee accepts the position of Base Manager they agree to a 2-year commitment to the position pending promotion, discipline, or other needs the district as necessary.
Duties and responsibilities are listed in the Air Medical Base Manager position description agreed upon between the district, union, and Battle Born Medevac.

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1 If no EFFPD personal are interested in or qualified for the Base Manager position it
2 will be filled by Battle Born staff until the position is able to be filled by EFFPD
3 personal.

4 After the 2-year minimum time commitment, when attempting to relinquish the base
5 manager position the EFFPD personal assigned to the position will continue to serve in
6 the position until a replacement is chosen.

7 Additional Trainee

8 Members interested in filling the flight paramedic position as an actor will go through
9 the same interview process for the full-time position.

10 When chosen, the member will be put through the on-boarding process as described
11 in the Flight Paramedic Onboarding Policy.

12 After completing the appropriate training as outlined, the member will be available
13 for trades, on duty acting, and overtime positions in the flight paramedic spot.

14 When working in the position and in training for the position, the additional member
15 will receive acting pay as described in article 27.

16 When a full-time position opens on the helicopter the additional member will reserve
17 first right of refusal for placement in the position.

18 ~~The District and the Association agree to remove Article 67 from the Collective~~
19 ~~Bargaining Agreement (CBA). Both parties agree to maintain the committee and~~
20 ~~utilize their recommendations for future Capital Improvements Plan (CIP)~~
21 ~~budgets.~~

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

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1 **ARTICLE 68 Lateral Transfers Firefighter/Paramedics**

2 **A. Eligibility Requirements for Lateral Firefighter/Paramedic Transfers**

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

- 5 1. The applicant must be currently employed in a position requiring the
6 employee to perform the equivalent duties of a District Firefighter/Paramedic
7 or have been employed in such a position within the past twelve (12) months
8 by a recognized fire agency that provides Advanced Life Support (ALS) care.
- 9 2. Must have a minimum of two (2) full years of employment as a full-time career
10 Firefighter/Paramedic.
- 11 3. Must complete a Fire District Employment Application.
- 12 4. Must have completed a fire academy equivalent to the Carson City Regional
13 Fire Academy and as reviewed and approved by an Academy Curriculum
14 Review Committee composed of three Regional Training Officers (RTO) and
15 the Deputy Fire Chief of Training and Safety.
- 16 5. Successfully pass an oral review board, composed of four-three (34)
17 Association members including at least one (1) Firefighter/Paramedic and one
18 (1) Captain, and the District Fire Chief or his/her designee.
- 19 6. Successfully pass the District's established EMS skills for
20 Firefighter/Paramedic prior to being offered the position of
21 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.

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25 **B. Lateral Firefighter/Paramedic Probation**

- 27 a-1. Newly hired lateral fire suppression employees will spend a minimum of
28 eighty-forty (480) hours, as a forty (40) hour work week employee, and a 48-
29 hour third ride to gain administrative, human resource and operational
30 knowledge prior to being assigned to a unit in a safety sensitive position.
- 31 b-2. No probationary employee will be eligible for voluntary or forced overtime
32 or shift trades until the employee has completed EMS and fire related core
33 competencies as determined by the District. The core competencies must be
34 achieved within the first thirty (30) shifts worked after being assigned as a
35 fifty-six (56) hour employee.
- 36 3. To be eligible for promotional opportunities, Lateral Transfers must meet the
37 same full-time career fire suppression and EMS experience requirements at
38 East Fork Fire Protection District as other District employees.
- 39 4. Lateral transfers shall be credited toward promotional eligibility timelines as
40 follows:
- 41 5. A lateral firefighter hired at pay Step 3 shall be credited with twelve (12)
42 months of service toward promotional opportunity eligibility.

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

1 6. A lateral firefighter hired at pay Step 4 shall be credited with twenty-four (24)
2 months of service toward promotional opportunity eligibility.

3 ~~6-7.~~ Credited months shall apply toward the promotional eligibility timelines
4 established in Article 62, but shall not reduce or waive any other prerequisite
5 certifications or experience requirements for the position being
6 held.

7 ~~6-8.~~ Lateral Transfers will serve an initial probation as set forth in Article 61.

8 ~~6-9.~~ Once Lateral Transfers have passed their core competencies as
9 established by the District, they will then be eligible to use Annual leave and
10 participate in trades.

11 **C. Lateral Firefighter/Paramedic Pay**

12
13 Firefighter/Paramedic employees hired by the District will be assigned to a pay
14 step, which recognizes compensation steps based on a one-year for one-year
15 experience factor. However, any such credit for work experience may not result
16 in assignment to a pay step greater than the fourth (4th) step in the current pay
17 plan.

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

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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,~~ Ithe
21 parties agree the District has the unconditional right to recruit and hire
22 Firefighter/Advanced EMT's or Firefighter/EMT Basics.
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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.~~

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1 **ARTICLE 71 Fire Academy**

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

7 **A.** In addition to the required Regional Academy training, all newly hired fire
8 suppression employees will spend a minimum of ~~40~~ 80 hours, as a 40-
9 hour work week employee, ~~and a 48-hour third ride~~ to gain administrative,
10 human resource and operational knowledge prior to being assigned to a
11 unit in a safety sensitive position.

12 ~~B. A probationary employee will not be put in a safety sensitive position until~~
13 ~~approved by his or her Captain, Training and Safety Captain, Battalion~~
14 ~~Chief, and Deputy Chief of Operations.~~

15 **C.B.** No initial probationary employee will be eligible for voluntary or
16 forced overtime or shift trades until the employee has completed EMS and
17 fire related core competencies. The core competencies must be achieved
18 within the first thirty (30) shifts worked after being assigned as a 56-hour
19 employee.
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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 of the
4 bargaining unit:

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

6 Fire Captain

7 Engineer

8 Firefighter/Paramedic (Within the Firefighter rank there are three certifications
9 held, EMT, Advanced EMT or Paramedic)

10 ~~Firefighter/EMT-Advanced~~

11 ~~Firefighter/EMT-Basic~~

12 Firefighter/Trainee

13

14 **B. Prevention Classification**

15 Fire Captain/Investigator

16 Fire Inspector

17

18 **C. Support Classification**

19 Fire Master Mechanic/Equipment Technician

20 Fire Mechanic/Equipment Technician

21

22 **D. Fuels/Fire Classification**

23 Fuels Management Fire Squad/Engine Boss

24 Fuels Management Fire Crew Member

25

1 **APPENDIX B** ~~Employee Development/Performance Program~~ Pay Plan

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

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

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

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

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

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

27
28 ~~Employees contribute to informal resolution by:~~

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

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

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

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.

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Threatening or striking another person

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

Dishonesty

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

Theft

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

Misconduct

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

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

Tardiness

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

Absenteeism

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

Abandonment

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

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

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~~

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1 ~~good coach tries to be a “people developer” and you can’t develop people by~~
2 ~~tearing them down.~~

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

- 5
6 ~~• Provide employee with positive feedback.~~
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.~~

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

24
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~~

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

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

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

14

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

19

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

22

23 ~~**Guidelines for Effective Counseling:**~~

24

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

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

1 **Summary**

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

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

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

16
17 **The Formal Process**

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

27
28 ~~The Formal Process consists of:~~

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

34
35 **Preparing for an Investigative Interview**

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

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

1 ~~2. Reviewing notes from the information gathering process or documents from~~
2 ~~previous efforts at resolving the problem. If any information suggests that~~
3 ~~the incident may be criminal in nature, the investigation or violation~~
4 ~~shall be immediately referred to the District Fire Chief or designee. If it~~
5 ~~is determined that the incident may be in violation of the EFFPD~~
6 ~~Harassment Policy (sexual, racial, workplace violence, etc.) it shall be~~
7 ~~referred to the District Fire Chief or designee, then forwarded to the~~
8 ~~Director of Administrative Services or designee.~~

9 ~~3. Preparing an agenda outlining major points to be covered in the meeting.~~

10 ~~4. Providing the employee with notification of the meeting location, date, and~~
11 ~~time.~~

12 ~~5. Ensuring that the employee has time to secure Association representation.~~

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

17 18 ~~Conducting an Investigative Interview~~

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

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

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

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

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

43
44 ~~**Tone:** The tone of this meeting should be neutral.~~
45

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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~~

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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

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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

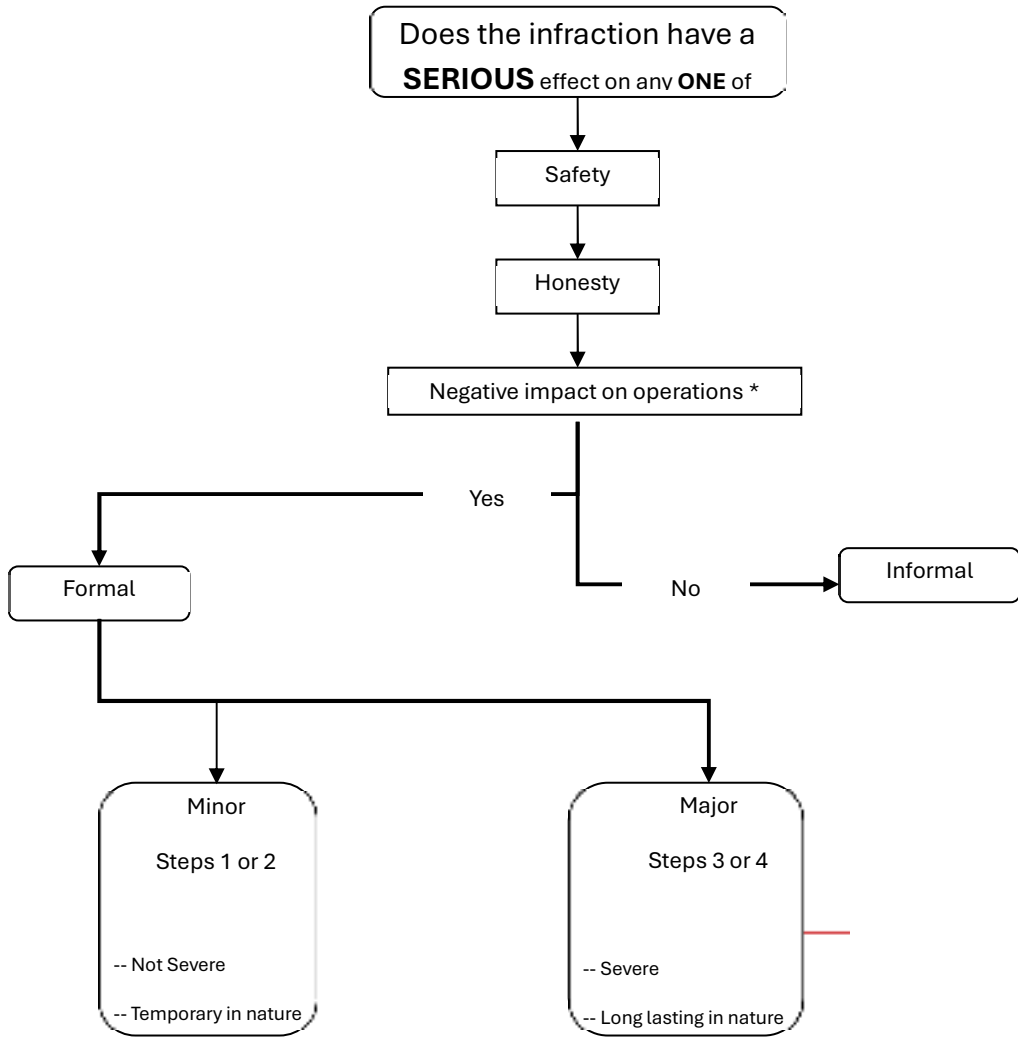
22 A minor infraction is usually not severe, is temporary in nature, and does not
23 result in undue cost or liability/potential liability to the Fire District.
24

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
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44

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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

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.~~

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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~~

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

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

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

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

~~Counseling: No more than 1 in each category.~~

~~Formal Actions:~~

~~Step 1: No more than 2 total~~

~~Step 2: No more than 2 total~~

~~Step 3: No more than 2 total~~

~~Step 4: No more than 1 total~~

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

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

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

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1

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

2

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

9
 10 ~~Answer: Employee X is not eligible for a Step 1, but would automatically face at~~
 11 ~~least a Step 2 for the Conduct problem. Rule #3 prevents three active Step 1~~
 12 ~~actions. This may not seem progressive in the category of Conduct, but the~~
 13 ~~overall behavior is the defining criteria. The progression chart now looks like this:~~

14

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

15
 16 ~~To demonstrate how overall behavior is the focus of a successful program, let's~~
 17 ~~demonstrate how Employee X can reach a Step 4 action in the category of~~
 18 ~~Conduct without receiving a Step 3 action in that same category. Referring to the~~
 19 ~~progression chart below, you will see that Employee X received an additional~~
 20 ~~Step 3 action for a problem in the category of Performance, putting Employee X~~
 21 ~~at the maximum number of Step 3 actions permitted (two). A Step 2 in~~
 22 ~~Performance is not allowed under the rules since Step 2 actions are still active.~~

23

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

24

25

26

27

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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~~

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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

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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-Supervisory 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 ~~Pay plan to reflect 3% increase per year for 3 years with a reopener for Appendix B pay plan~~
34 ~~on year four.~~

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

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 6/20/26 (paid 7/10/26), 3.0% COLA FIRE PERS, 3.0% COLA PERS																
Firefighter Trainee	Regular PERS	56,160.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	27.00	n/a	n/a	n/a	n/a
Firefighter	Fire PERS	62,404.16	65,665.60	69,130.88	72,770.88	76,614.72	21.43	22.55	23.74	24.99	26.31	30.00	31.57	33.24	34.99	36.83
Firefighter/EMTA	Fire PERS	68,111.68	71,693.44	75,449.92	79,439.36	83,603.52	23.39	24.62	25.91	27.28	28.71	32.75	34.47	36.27	38.19	40.19
Firefighter/PM	Fire PERS	78,478.40	82,613.44	86,952.32	91,524.16	96,358.08	26.95	28.37	29.86	31.43	33.09	37.73	39.72	41.80	44.00	46.33
Engineer	Fire PERS	78,478.40	82,613.44	86,952.32	91,524.16	96,358.08	26.95	28.37	29.86	31.43	33.09	37.73	39.72	41.80	44.00	46.33
Captain	Fire PERS	90,097.28	94,843.84	99,823.36	105,064.96	110,597.76	30.94	32.57	34.28	36.08	37.98	43.32	45.60	47.99	50.51	53.17
Captain/Investigato	Fire PERS	91,000.00	95,775.68	100,813.44	106,142.40	111,704.32	31.25	32.89	34.62	36.45	38.36	43.75	46.05	48.47	51.03	53.70
Squad/Engine Boss	Fire PERS	67,641.60	71,156.80	74,838.40	78,728.00	82,804.80	n/a	n/a	n/a	n/a	n/a	32.52	34.21	35.98	37.85	39.81
Crew Member	Fire PERS	56,992.00	59,945.60	63,065.60	66,331.20	69,763.20	n/a	n/a	n/a	n/a	n/a	27.40	28.82	30.32	31.89	33.54
Fire Inspector	Regular PERS	77,521.60	81,605.06	85,904.00	90,417.60	95,179.76	n/a	n/a	n/a	n/a	n/a	37.27	39.23	41.30	43.47	45.76
Fire Mechanic	Regular PERS	69,742.40	73,404.24	77,272.00	81,328.00	85,615.50	n/a	n/a	n/a	n/a	n/a	33.53	35.29	37.15	39.10	41.16
Master Mechanic	Regular PERS	83,948.80	88,358.82	93,017.60	97,905.60	103,057.76	n/a	n/a	n/a	n/a	n/a	40.36	42.48	44.72	47.07	49.55
Effective Pay Period Starting 6/19/27 (paid 7/09/27), 3.0% COLA FIRE PERS, 3.0% COLA PERS																
Firefighter Trainee	Regular PERS	57,844.80	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	27.81	n/a	n/a	n/a	n/a
Firefighter	Fire PERS	64,267.84	67,645.76	71,198.40	74,954.88	78,915.20	22.07	23.23	24.45	25.74	27.10	30.90	32.52	34.23	36.04	37.94
Firefighter/EMTA	Fire PERS	70,150.08	73,848.32	77,721.28	81,827.20	86,107.84	24.09	25.36	26.69	28.10	29.57	33.73	35.50	37.37	39.34	41.40
Firefighter/PM	Fire PERS	80,837.12	85,088.64	89,573.12	94,261.44	99,240.96	27.76	29.22	30.76	32.37	34.08	38.86	40.91	43.06	45.32	47.71
Engineer	Fire PERS	80,837.12	85,088.64	89,573.12	94,261.44	99,240.96	27.76	29.22	30.76	32.37	34.08	38.86	40.91	43.06	45.32	47.71
Captain	Fire PERS	92,805.44	97,697.60	102,822.72	108,209.92	113,917.44	31.87	33.55	35.31	37.16	39.12	44.62	46.97	49.43	52.02	54.77
Captain/Investigato	Fire PERS	93,737.28	98,658.56	103,841.92	109,316.48	115,053.12	32.19	33.88	35.66	37.54	39.51	45.07	47.43	49.92	52.56	55.31
Squad/Engine Boss	Fire PERS	69,680.00	73,299.20	77,084.80	81,099.20	85,280.00	n/a	n/a	n/a	n/a	n/a	33.50	35.24	37.06	38.99	41.00
Crew Member	Fire PERS	58,697.60	61,734.40	64,958.40	68,328.00	71,864.00	n/a	n/a	n/a	n/a	n/a	28.22	29.68	31.23	32.85	34.55
Fire Inspector	Regular PERS	79,851.20	84,053.22	88,483.20	93,121.60	98,035.18	n/a	n/a	n/a	n/a	n/a	38.39	40.41	42.54	44.77	47.13
Fire Mechanic	Regular PERS	71,843.20	75,606.34	79,580.80	83,761.60	88,183.89	n/a	n/a	n/a	n/a	n/a	34.54	36.35	38.26	40.27	42.40
Master Mechanic	Regular PERS	86,465.60	91,009.57	95,804.80	100,838.40	106,149.47	n/a	n/a	n/a	n/a	n/a	41.57	43.75	46.06	48.48	51.03
Effective Pay Period Starting 7/01/28 (paid 7/21/28), 3.0% COLA FIRE PERS, 3.0% COLA PERS																
Firefighter Trainee	Regular PERS	59,571.20	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	28.64	n/a	n/a	n/a	n/a
Firefighter	Fire PERS	66,189.76	69,684.16	73,324.16	77,197.12	81,273.92	22.73	23.93	25.18	26.51	27.91	31.82	33.50	35.25	37.11	39.07
Firefighter/EMTA	Fire PERS	72,246.72	76,061.44	80,050.88	84,273.28	88,699.52	24.81	26.12	27.49	28.94	30.46	34.73	36.57	38.49	40.52	42.64
Firefighter/PM	Fire PERS	83,254.08	87,651.20	92,252.16	97,086.08	102,211.20	28.59	30.10	31.68	33.34	35.10	40.03	42.14	44.35	46.68	49.14
Engineer	Fire PERS	83,254.08	87,651.20	92,252.16	97,086.08	102,211.20	28.59	30.10	31.68	33.34	35.10	40.03	42.14	44.35	46.68	49.14
Captain	Fire PERS	95,600.96	100,638.72	105,909.44	111,442.24	117,324.48	32.83	34.56	36.37	38.27	40.29	45.96	48.38	50.92	53.58	56.41
Captain/Investigato	Fire PERS	96,561.92	101,628.80	106,957.76	112,607.04	118,518.40	33.16	34.90	36.73	38.67	40.70	46.42	48.86	51.42	54.14	56.98
Squad/Engine Boss	Fire PERS	71,780.80	75,504.00	79,393.60	83,532.80	87,838.40	n/a	n/a	n/a	n/a	n/a	34.51	36.30	38.17	40.16	42.23
Crew Member	Fire PERS	60,465.60	63,585.60	66,913.60	70,387.20	74,027.20	n/a	n/a	n/a	n/a	n/a	29.07	30.57	32.17	33.84	35.59
Fire Inspector	Regular PERS	82,243.20	86,574.80	91,145.60	95,908.80	100,976.30	n/a	n/a	n/a	n/a	n/a	39.54	41.62	43.82	46.11	48.55
Fire Mechanic	Regular PERS	74,006.40	77,874.58	81,972.80	86,278.40	90,829.44	n/a	n/a	n/a	n/a	n/a	35.58	37.44	39.41	41.48	43.67
Master Mechanic	Regular PERS	89,065.60	93,739.78	98,675.20	103,854.40	109,333.95	n/a	n/a	n/a	n/a	n/a	42.82	45.07	47.44	49.93	52.56

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

1 **APPENDIX CD Reopeners**

Article	Description	Reopener Date
8	Nevada Public Employees Retirement System	When there is a rate change
<u>17</u>	<u>Drug and Alcohol</u>	<u>FY 26/27</u>
20	Wages	FY 25/26 <u>28/29</u>
<u>34</u>	<u>Tuition Reimbursement</u>	<u>FY 27/28</u>
<u>41</u>	<u>Professional Development Leave</u>	<u>FY 27/28</u>
48	Employee Life and Health Insurance	<u>When there is a rate change of 20% or more</u> FY 25/26
68 <u>7</u>	<u>Lateral Transfers Firefighter/Paramedic</u> <u>Habitability Committee</u>	FY 26 <u>5/27</u>
<u>70</u>	<u>Wildland Fuels language/articles</u>	<u>FY 26/27</u>

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

1 **APPENDIX D Reopeners Meet and Confer**

2

Article	Description	Reopener Date
8-	Nevada Public Employees Retirement System	When there is a rate change
20-	Wages	FY 25/26
48-	Employee Life and Health Insurance	FY 25/26
67-	Station Habitability Committee	FY 25/26

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3

Article	Description
17	Drug and Alcohol
9-Appendix B	Employee Development/Performance Program

4

5 Both parties mutually agree to move the below articles and appendixes into East Fork
6 Fire Protection District's policies and procedures. Article 17 and Article 9 - appendix B
7 from July 1, 2025, to June 30, 2026. Collective Bargaining Agreement (CBA) shall stand
8 until the Meet and Confer is completed by September 1, 2026. Either party may request
9 a Meet and Confer on the below articles and appendixes at any time of the life of the
10 CBA.

11

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 **Classifications:**

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

10
11 **B.** The District Fire Chief, Association President, and the Director of
12 Administrative Services shall agree upon any content changes to existing
13 classifications.

14
15 **C.** The District and the Association agree that employees within the
16 classifications in Appendix A are represented by the Association and shall
17 comprise the bargaining unit.

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Non-Supervisor Agreement 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 Articles 6, 21, 53,
6 and 54.

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

17
18 **B.** Notwithstanding the provisions of any collective bargaining agreement negotiated
19 pursuant to NRS Chapter 288, the District is entitled to take whatever actions may
20 be necessary to carry out its responsibilities during emergencies such as a riot,
21 military action, natural disaster or civil disorder. Those actions may include the
22 temporary suspension of this collective bargaining agreement for the duration of
23 the emergency. The parties mutually agree that any action taken under the
24 provisions of this subsection will not be construed as a failure to negotiate in good
25 faith or a breach of this agreement.

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

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

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1 **ARTICLE 8** **Nevada Public Employees Retirement System (NVPERS)**

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.

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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.

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1 **ARTICLE 12 Arbitrator**

2 **A. Designation**

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

6 **B. Costs**

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

12 **C. Effect of Decision**

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

17 **D. Authority of Arbitrator**

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

23
24 No Arbitrator will have the power to amend or modify a negotiated agreement or
25 addenda supplementary thereto or to establish any new terms or conditions of
26 employment. The Arbitrator's authority will be limited only to the application and
27 interpretation of the provisions of this negotiated agreement. No Arbitrator will
28 have the power to alter, amend or modify any District policy, procedure or
29 regulation.

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

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

38 **F. Rules of Evidence**

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

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.

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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.

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Non-Supervisor Agreement 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 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.

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Non-Supervisor Agreement 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.

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

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

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

30
31 This article is intended to be applied in a common-sense manner. It is not intended
32 to affect use of over-the-counter or prescription drugs in the prescribed or
33 appropriate manner or possession or transportation of gifts.

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

- 35 1. "Reportable accident" means an occurrence involving a motor vehicle
36 which results in a fatality, bodily injury to a person who, as a result of the
37 injury, immediately receives medical treatment away from the scene of the
38 accident; or one or more motor vehicles incurring damage considered to
39 be greater than minor damage, or damage to other property as a result of
40 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 above the cutoff level.
- 27 10. "Negative test result" means a drug or alcohol test result that is below the
28 cutoff level.
- 29 11. "Safety sensitive/critical positions" means all employees covered by this
30 agreement.

31
32 **C. Confidentiality**

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

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1 records file by the Director of Administrative Services, with access to the
2 file limited to the aforementioned "need to know" persons.
3

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

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

22 **E. Drug and Alcohol Testing**

23 1. **Random Testing**

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

37 2. **Post-Accident Testing**

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

40 3. **Reasonable Suspicion**

41 An employee will be required to undergo immediate drug and/or alcohol
42 testing in accordance with this article if there is reasonable suspicion that
43 the employee is under the influence of a drug and/or alcohol. Reasonable

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1 suspicion that an employee is under the influence of a drug and/or alcohol
2 will be based on specific facts, and/or reasonable inferences derived from
3 those facts. The observations shall be promptly documented, and the
4 supervisor will use the chain of command to contact the Duty Chief.

5 **4. Return to Work**

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

20 **F. Alcohol testing**

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

31 **G. Follow-up**

- 32 1. Employees who are returned to duty after completion of a substance abuse
33 rehabilitation program are subject to follow-up testing for at least one year
34 and up to five years. The MRO shall recommend to the District the duration
35 and when follow-up tests should occur.
36 2. Every effort will be made to respect the privacy and dignity of employees in
37 the test sample collection process.
38 3. The collection of test samples from applicants and employees will be
39 conducted by health care professionals in a private setting.
40 4. Proper chain-of-custody procedures will be adhered to.

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- 1 **5.** Test samples will be tested by an independent certified medical laboratory.
- 2 The name and address of the laboratory will be available to employees upon
- 3 request.
- 4 **6.** All final results will be verified in writing by the MRO, who will then forward
- 5 those results to the Director of Administrative Services, who will maintain
- 6 them in a secure location.

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H. Discipline for Violations

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

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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

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

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

16 **Amount of Dues**

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

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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. However,
6 any promotional pay increase may not result in a salary that either exceeds the top
7 of the new pay range or is lower than the bottom of the new pay range.

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

10 Employees promoting from Firefighter or Firefighter/EMTA to Captain will be
11 placed in Step 4 of the current Captain pay plan.

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

18 **Exceptions to the Promotional Pay Increase**

- 19 1. An employee hired as an FF/EMT-Basic (FF Pay Range) who completes EMT-
20 Advanced training or Paramedic training will move to his/her current step in the
21 new pay range and their step raises shall continue to occur on their initial hire
22 anniversary date.
- 23 2. An employee hired as an FF/EMT-Advanced (FF/EMTA Pay Range) who
24 completes Paramedic training will move to his/her current step in the new pay
25 range and their step raises shall continue to occur on their initial hire
26 anniversary date.
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Non-Supervisor Agreement 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 Overtime hours will be as defined by Fair Labor Standards Act ("FLSA")
4 regulations. Any changes to the District's overtime filling practices or procedures
5 will be agreed upon by the Association prior to implementation.

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

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

11 **FLSA Hours**

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

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

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

11 **Paramedic Education Tuition**

12
13 The District in its sole discretion and in the exercise of its rights set forth in NRS
14 288.150(3) and (5), may on occasion provide its employees with the opportunity
15 for fire, emergency medical services, or other specialized training or education
16 other than budgeted training. The number of employees and amount of funding
17 allocated under this article is subject to management discretion during the budget
18 development process.

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

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

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

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- 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 employees' 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 or her employment at any time and the District may terminate
29 the 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.

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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.

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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.

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

2 **Jury Duty**

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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.

1 **ARTICLE 42 Bereavement Leave**

- 2 • 56-hour employees can use up to ninety-six (96) hours of accrued leave or
3 LWOP for Bereavement leave.
4 • 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 a. 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 b. 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.

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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 employees (FTE) who have been employed for a
18 minimum of one year and have completed their initial probationary period.

19
20 Employees utilizing EL must have a qualifying event that follows the same criteria
21 identified under FMLA.

22
23 Extended Leave will be limited to a twelve (12) week period on an annual basis
24 (rolling).

25
26 Employees must submit a request for EL leave to Human Resources. Employee
27 must provide documentation as determined by the District to validate the need for
28 the leave.

29
30 Employees shall utilize annual, sick, and comp earned leave, as well as trades
31 while on EL. Employees may also request to utilize Leave Without Pay (LWOP)
32 as an option.

33
34 Employees are not eligible for Extended Leave if they have filed a Workers'
35 Compensation claim, regardless if the claim is pending, delayed, or accepted.

36
37 Any employee who completes FMLA paperwork shall be provided the extended
38 leave request forms for extended leave.

39
40 **Additional Extended Leave (AEL)**

41
42 An additional twelve (12) week period of Additional Extended Leave (AEL) may
43 be requested by employees who have exhausted their job-protected leave under
44 the Extended Leave (EL) option and need additional time.

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

3
4 A request of 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.

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29 **Intent:** Extended leave time shall be managed utilizing Telestaff.
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Non-Supervisor Agreement 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
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.

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

1 **ARTICLE 45 Leave of Absence**

2 **A. Eligibility**

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

6 **B. Short Term LWOP**

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

9 **C. Long Term LWOP**

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

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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.
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1 **ARTICLE 47 Occupational Injuries/Illness**

2 **Injury/illness Workers Compensation**

- 3
- 4 **A.** An employee who suffers an injury/illness that is approved by the District's
5 Worker's Compensation carrier during the course of his/her employment and
6 completes a Form C1 will be entitled to Injury/illness Leave subject to any
7 limitations imposed by this Article or state law.
- 8 **B.** "Injury/illness" means a sudden and tangible happening of a traumatic nature,
9 producing an immediate or prompt result and resulting from external force,
10 including injuries to artificial body parts.
- 11 **C.** The parties agree that any injury/illness sustained by an employee while
12 engaging in an athletic or social event sponsored by the District will be
13 deemed not to have arisen out of or in the course of employment unless the
14 employee received compensation for participation in the event.
- 15 **D.** Any injury/illness occurring on duty where the employee is incapacitated for
16 five or more consecutive days, or five cumulative days within a twenty (20)
17 day period, compensation will be computed from the date of the injury/illness.
18 The District will be required to cover all leave up to one hundred and twenty
19 (120) calendar days as required by law.
- 20 **E.** During the one hundred and twenty (120) calendar day period, no employee
21 leave deduction (sick, vacation, or comp time) will be used. After one
22 hundred and twenty (120) calendar days, the employee may use annual
23 leave, compensatory time off, or sick leave to cover the one-third of the
24 employee's wages not paid by worker's compensation or injury/illness leave
25 as stated above. The District Fire Chief or designee may approve additional
26 days over one hundred and twenty (120).
- 27 **F.** Light duty may be made available to an injured employee at the convenience
28 of the District. The employee must follow all prescribed written safety policies
29 and procedures to qualify for injury/illness leave (e.g. wearing full protective
30 clothing and equipment when necessary, using tools and equipment properly,
31 and exercising prudent care while performing assigned functions).
- 32 **G.** When an employee is eligible at the same time for benefits under applicable
33 sections of the Nevada Revised Statutes and for sick leave or injury/illness
34 leave benefit, the amount of sick leave or injury/illness leave benefit paid to
35 said employee shall not exceed the difference between their normal salary
36 and the amount of any benefit received, exclusive of payment of medical or
37 hospital expenses under required sections of the Nevada Revised Statutes
38 for that pay period. Any usage of such leave shall be deducted from the
39 employee's sick leave balance. The employee may apply for short-term
40 disability subject to acceptance by the insurance carrier.
- 41 **H.** The District will follow state law with respect to any Occupational Illness or
42 Disease.

43

44 **Total Compensation**

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

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

5 **FMLA While on Workers Compensation Leave**

6
7 An employee's workers' compensation leave shall not be deducted from the
8 employee's FMLA leave subject to any limitations imposed by this article or state
9 law or District's workers compensation provider.

10 **Disability Retirement**

11
12 Once the District has received notice from the District's workers compensation
13 provider of the employee's permanent disability, the District shall notify the
14 employee to discuss disability retirement with Nevada PERS. If the employee
15 applies for PERS disability retirement, the District shall keep the employee on the
16 payroll for 90 days or until Nevada PERS has ruled on the Disability.

17 **Modified Duty Assignments**

- 18
19 **A.** Employees covered by this agreement whose physical condition prevents
20 him/her from performing his/her normal work duties as assigned, at the
21 convenience of the District, the District may place him/her in an
22 assignment in which the employee can perform work consistent with
23 his/her condition. The District agrees to place employees into light duty
24 assignments within the District's areas of responsibility.
- 25 **B.** Employees who have been on authorized injury/illness leave due to work-
26 related injury/illness under applicable workers' compensation law will,
27 upon release from his/her doctor and upon presentation of said release,
28 return to work in a light duty assignment if one is available. Any
29 assignments to light duty will be in conformance with limitations imposed
30 by the employees treating physician, and no employee will be assigned
31 light duty tasks that would predictably prolong the rehabilitative process or
32 otherwise increase the risk of further injury/illness.
- 33 **C.** The intent of this provision is to permit employees to return to work as
34 soon as is medically possible within the requirements of applicable
35 workers' compensation laws. The parties understand that light duty refers
36 to tasks other than the full range of the employees' regular assigned
37 duties.
- 38 **D.** Nothing in this section will require the District to create a light duty
39 assignment.
- 40 **E.** The assignment to a light duty assignment under this section will not be
41 optional for the employee. If an employee turns down the assignment, no
42 regular compensation will be provided. Any accrued leave, Trades, or
43 Leave Without Pay use is permitted.

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).

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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.

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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.

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1 **ARTICLE 53 Communications**

2 **A. Bulletin Boards**

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

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

13
14 Posted notices will not be obscene, defamatory, or relate to political office, ballot
15 issues or proposed ballot issues or the ballot process, nor will any notice pertain
16 to public issues that do not include the District or its relations with the District's
17 employees. All notices posted by the Association must be dated and signed by a
18 member of the Association's Executive Board. The District's equipment,
19 materials, supplies, or interdepartmental mail systems will not be used by the
20 Association for the preparation, reproduction, or distribution of notices, except as
21 specifically allowed in sections B and C below, nor will such notices be prepared
22 by District's employees during public access hours.

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

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

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

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

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

- 36 1. The Association will reimburse the District for all costs associated with the
37 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

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- 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.

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

ARTICLE 54 Prevailing Rights

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

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

Use of District's Facilities

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

Meals

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

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.

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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 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.

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

1 **ARTICLE 59 Reduction in Force**

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

4 **A. Notice**

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

7 **B. Bumping**

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

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

18 **C. Posting**

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

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

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

32 **D. Reemployment**

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

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

1 leave at the same rate as when the layoff occurred (if a sick leave buyback
2 option is exercised at the time of termination, no remaining sick leave accrual will
3 be reinstated).

4 **E. Adjustment to Layoff Process**

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

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1 **ARTICLE 64 Seniority**

2 **A. Types of Seniority**

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

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

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

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

- 19 a. An employee's Rank Seniority will be determined based upon the
20 date an employee is hired, transferred, or promoted into the rank in
21 which they hold.
- 22 b. For the purpose on settling a tie, should two or more employees
23 have the same hire/promotion date, the tied employee's seniority
24 will be based upon their order on the ranked hiring/promotion list. If
25 employees are tied on hiring list, the tied employee's seniority will
26 be based upon District Seniority.
- 27 c. An employee that is demoted to a lower rank, or transfers back to a
28 position in another division, will be placed within that lower rank, or
29 positions seniority list, based upon the date in which they would
30 have originally qualified for placement in that rank. If any ties exist,
31 the above procedure will be used to determine seniority.
- 32 d. Rank seniority will be used for all operational or other needs of the
33 District, i.e. annual station rotations/requests, open positions, shift
34 movement or requests or a request by the District due to
35 operational need.
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1 **B. Seniority List**

2 1. Upon completion of this agreement, lists defining the District and Rank
3 Seniority will be agreed upon. These lists will become the only working
4 and approved seniority lists.

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

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**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
Master Mechanic	Regular PERS	89,065.60	93,739.78	98,675.20	103,854.40	109,333.95	n/a	n/a	n/a	n/a	n/a	42.82	45.07	47.44	49.93	52.56

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the five-year Collective Bargaining Agreement between the East Fork Fire Protection District (“East Fork”) and the East Fork Professional Firefighters Association (“Supervisory”) and to authorize the District Fire Chief to execute the agreement on behalf of the District. The estimated fiscal impact of the agreement is approximately \$29,827 in Year 1, \$30,722 in Year 2, and \$31,643 in Year 3, for a cumulative estimated cost of \$92,192 over the first three years of the five-year agreement. The agreement is projected to increase labor-related expenditure by an average of 3.0% annually as a result of the negotiated terms. (Alan Ernst, District Fire Chief) 20 Minutes.
2. **Recommended Motion:** Motion to approve the five-year Collective Bargaining Agreement between the East Fork Fire Protection District (“East Fork”) and the East Fork Professional Firefighters Association (“Supervisory”) and to authorize the District Fire Chief to execute the agreement on behalf of the District. The estimated fiscal impact of the agreement is approximately \$29,827 in Year 1, \$30,722 in Year 2, and \$31,643 in Year 3, for a cumulative estimated cost of \$92,192 over the first three years of the five-year agreement. The agreement is projected to increase labor-related expenditure by an average of 3.0% annually as a result of the negotiated terms.
3. **Funds Available:** Yes **Amount:** Year 1-\$29,827
Year 2-\$30,722
Year 3-\$31,643
Estimated three-year total-\$92,192

Fund Name: General Fund **Account Number:** Various
4. **Prepared by:** Alan Ernst, District Fire Chief
5. **Meeting Date:** June 16, 2026 **Time Required:** 20 Minutes
6. **Agenda:** Administrative
7. **Background Information:** Representatives of East Fork Fire Protection District and the East Fork Professional Firefighters Association have completed negotiations for successor Collective Bargaining Agreements (CBAs) covering both the supervisory (Battalion Chief) and non-supervisory bargaining units. The proposed agreements establish a five-year term and are the result of collaborative meet-and-confer discussions between the parties.

The Board will be presented with both red lines and clean versions of the proposed agreements. The presentation will include a review of articles that contain negotiated changes, as well as articles that remain unchanged from the current agreements. Articles with no modifications are included within the agreements to provide a complete and comprehensive contract document for the duration of the agreement.

The agreements reflect the efforts to maintain competitive compensation and benefits, clarify administrative and operational procedures, support recruitment and retention initiatives, and address operational needs of the District.

ARTICLES WITH NO CHANGES

The following articles remain unchanged from the current Collective Bargaining Agreements (Supervisory):

- Article 4 – Recognition
- Article 6 – Indemnification
- Article 7 – Management Rights

- Article 8 – Nevada Public Employees Retirement System
- Article 11 – Fact Finding and Arbitration
- Article 12 – Arbitrator
- Article 13 – Savings Provision
- Article 14 – Non-Discrimination
- Article 15 – Successorship or Consolidation of the District
- Article 16 – Memorandum of Understanding (MOU)
- Article 17 – Drug and Alcohol
- Article 18 – Peer Agencies
- Article 21 – Payroll Deductions
- Article 22 – Demotion
- Article 23 – Overtime Pay
- Article 24 – FLSA
- Article 29 – This Page Intentionally Left Blank
- Article 31 – This Page Intentionally Left Blank
- Article 34 – Tuition Reimbursement
- Article 38 – Military Leave
- Article 40 – Court and Jury Duty Leave
- Article 42 – Bereavement Leave
- Article 43 – Extended Leave
- Article 44 – Leave Donation
- Article 45 – Leave of Absence
- Article 46 – Non-Occupational Injuries/Illness
- Article 47 – Occupational Injuries/Illness
- Article 48 – Employee Life and Health Insurance
- Article 49 – Retiree Health Reimbursement Arrangement
- Article 50 – Employee Assistance Program
- Article 51 – Association Business
- Article 52 – Staffing
- Article 53 – Communications
- Article 54 – Prevailing Rights
- Article 57 – Shift Trades
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- Article 59 – Reduction in Force
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- Article 62 – This Page Intentionally Left Blank
- Article 63 – This Page Intentionally Left Blank
- Article 64 – Seniority
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- Article 69 – This Page Intentionally Left Blank
- Article 70 – This Page Intentionally Left Blank
- Article 71 – This Page Intentionally Left Blank
- Article 72 – Cell Phone Allowance

ARTICLES AND APPENDICES WITH NEGOTIATED CHANGES

The following articles and appendices contain redlined modifications:

- Article 1 – Parties
- Article 2 – Term of Agreement
- Article 3 – Notices
- Article 5 – Definitions
- Article 9 – Corrective and Disciplinary Action
- Article 10 – Grievance Procedures
- Article 19 – Pay Practices
- Article 20 – Wages
- Article 25 – Compensatory Time
- Article 26 – Call Back/Return to Work
- Article 27 – Acting Pay

- Article 28 – Advanced Certification Incentives
- Article 30 – Special Assignment Incentive
- Article 32 – Holiday Pay
- Article 33 – Uniform Allowance
- Article 35 – Employer Medical Evaluation (Eliminated) Page Intentionally Left Blank
- Article 36 – Annual Leave
- Article 37 – Sick Leave
- Article 39 – Administrative Leave
- Article 41 – Professional Development Leave
- Article 55 – Hours
- Article 56 – Safety
- Article 61 – Probationary Periods
- Article 65 – Employee Relations Liaison (Eliminated) Page Intentionally Left Blank
- Article 66 – Replacement of Personal Property
- Article 67 – Page Intentionally Left Blank (Formerly Station Habitability Committee)

APPENDICES

- Appendix A – Classifications
- Appendix B – Pay Plan (Formerly Employee Development/Performance Program)
- Appendix C – Reopeners (Formerly Pay Plan)
- Appendix D – Meet and Confer (Formerly Reopeners)

The fiscal impact associated with the proposed agreements is detailed within the compensation, benefits, and staffing provisions contained in the revised articles and appendices. Funding for the agreements will be incorporated into the District's adopted budget and future financial planning processes.

Approval of the agreements supports the District's goals of maintaining positive labor relations, ensuring competitive compensation and benefits, supporting employee recruitment and retention, and providing continued delivery of high-quality emergency services to the community.

Agenda Item #10

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

ARTICLE 1 Parties

This labor agreement ("Agreement") is entered into this ~~June 21, 2022~~July 1, 2026, by and between the East Fork Fire Protection District ("District") and the East Fork Professional Fire Fighters Association – Battalion Chiefs, International Association of Fire Fighters, Local 3726 ("Association").

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

ARTICLE 2 Term of Agreement

The term of this Agreement will commence on July 1, 202~~6~~⁴, and end on June 30, 20~~31~~²⁶.

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

Notwithstanding any other provision of this Agreement and Article 2, after June 30, 20~~31~~²⁶, no increase in salaries, wages, or other monetary benefits will occur or be paid by the District until a successor labor agreement is executed by the Association and the District.

The Association will provide notice of its intent to open negotiations with the District no later than February 1, 20~~31~~²⁶, as required in NRS 288.180.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Alan Ernst
District Fire Chief

Matt Hill,
Chief Negotiator Non-Supervisor
Bargaining Unit Representative
East Fork Professional Firefighters

Michael Sommers
President, Board of Directors
East Fork Fire Protection District

Justin Grimm
President
East Fork Professional Firefighters

Date

Date

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

ARTICLE 3 Notices

For the purpose of administering the ~~items requiring notices both parties agree terms and provisions of this Agreement~~, notices will be sent in both hardcopy and electronic formats to the following:

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

President
East Fork Professional Firefighters
P.O. Box 994
Minden, Nevada 89423
~~Local3726president@gmail.com~~~~president@eastforkfire.com~~

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

ARTICLE 5 Definitions

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

- A. A "day" will be defined as any day, regardless of weekends or holidays recognized by the District.
- B. An "alternate" is a person who is a member of a specific committee who may not vote unless a voting member on that same committee is absent, in which case the alternate may vote.
- C. "Forced" shall mean an employee that is directed to remain on duty, without a break in service, on mandatory overtime.
- D. "Base Hourly ~~WageRate~~" means the amount earned at the employee's hourly rate based off the employees rank and step within the pay plan. ~~Base wage or base pay does not include incentive pay, overtime, or other forms of additional pay.~~
- ~~D.E.~~ "Total Hourly Rate" means the employees Base Hourly Rate plus incentives.
- ~~E.F.~~ "PERS" means Public Employees' Retirement System of Nevada.
- ~~F.G.~~ "Fire PERS" means Police Fire Employees' Retirement System of Nevada.

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

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3 **Purpose**

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

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

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

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

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

1 56-hour employee end of shift of the resignation date
2 40-hour employee end of shift of the resignation date

3

4 ~~Appendix B~~EDPP changes:

5 Any changes to ~~appendix the EDPFB~~ shall be mutually agreed upon by the
6 District and the Association.

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

ARTICLE 10 Grievance Procedures

A. Definitions

1. Grievance

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

2. Grievant

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

3. Day

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

B. Process

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

Step 1: Grievance Determination

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

Step 2:

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

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

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

Step 3:

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

Step 4:

If the grievant is not satisfied with the decision of the District Fire Chief, s/he may appeal the matter as set forth in Article 12.

C. General Provisions

1. If the Grievance Committee fails to carry a grievance forward to the appropriate level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the prior step.
2. The grievant may be represented by a person of the grievant' s choice.
3. Time limits and procedures may be waived by mutual written consent of the grievant and the District.
4. All written grievances and responses shall be by email and phone call to the respective party.

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

ARTICLE 19 Pay Practices

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

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

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

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

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

ARTICLE 20 Wages

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

A. Wage Range will be adjusted over FY ~~26/27 and 27/28~~^{25/26} as follows, applied as outlined in Section B:

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

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

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

1. There shall be a ~~4.463.0~~^{4.463.0}% Cost of Living Adjustment (COLA) paid with the first pay date in ~~October~~^{July} 202~~65~~²⁶.
2. There shall be a ~~4.463.0~~^{4.463.0}% Cost of Living Adjustment (COLA) paid with the first pay date in ~~January~~^{July} 202~~76~~⁷⁶.
3. There shall be a ~~4.463.0~~^{4.463.0}% Cost of Living Adjustment (COLA) paid with the first pay date in ~~April~~^{July} 202~~86~~⁸⁶.

There shall be a wage reopener for FY 28/29 to discuss repurposing the 3.0% COLA into longevity. Additionally, both parties agree to a reopener if there is an increase or decrease of 15.0% or more in the ad valorem and consolidated tax revenue from FY 26/27 to FY 28/29 to discuss the need for adjustments to the COLA.

1 **ARTICLE 25** **Compensatory Time**

2
3 **40-Hour Employees (Fire and Regular PERS)**

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

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

17
18 **56-Hour Employees (Fire and Regular PERS)**

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

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

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

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

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

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

- 30 1. "Call Back" is defined as returning to duty within 12 hours after one's
31 regular working hours to respond to an emergency.
- 32 2. For the purpose of this Article, "Emergency" means a sudden,
33 unexpected occurrence that is declared by the governing body or chief
34 administrative officer of the public employer to involve clear and
35 imminent danger and require immediate action to prevent and mitigate
36 the endangerment of lives, health or property.
- 37 3. Call back is paid at two (2) times the employees' total hourly rate and is
38 paid for a minimum of two (2) hours or time actually worked, whichever
39 is greater, not to exceed twenty-four (24) hours.

40
41 **C. Return to Work Pay**

- 42 1. "Return to Work Pay" is defined as compensation earned for returning
43 to duty after an employee has completed his/her regular shift, is off

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

duty for any period of time, and is requested to return to duty with less than twelve (12) hours' notice.

- 2.
3. Return to Work Pay is paid at two (2) times the employee's total hourly rate and is paid for a minimum of two (2) hours or time actually worked not to exceed twenty-four (24) hours-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.

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

ARTICLE 27 Acting Pay

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

- Training/Safety Captain
- Fire Captain

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1 **ARTICLE 28** **Advanced Certification Incentives**

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

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

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

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

18
19 **B. Paramedic Certification Incentive**

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

24
25 **C. Higher Education Incentive**

26
27 Battalion Chiefs will be eligible to receive an educational incentive as a
28 percentage of the Battalion Chief's base wage as follows:

29
30 **1.** Associate Degree:

- 31 ~~— The percentage shall be as follows:~~
- 32 ~~• Two and a quarter percent (2.25%) Effective the first pay date in July 2024~~
- 33 ~~• Two and a half percent (2.5%) Effective the first pay date in January 2025~~
- 34 ~~• Two and a three quarter percent (2.75%) Effective the first pay date in July~~
- 35 ~~2025~~
- 36 ~~• Three percent (3.0%) Effective the first pay date in January 2026~~
- 37 ~~•~~

38 Or

39
40 **2.1.** Bachelor Degree:

41 The percentage shall be as follows:

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

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

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D. Wildland Fire Credential Incentive

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

Type 3 or above

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

Type not applicable

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

The percentage shall be ~~as below:~~

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

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

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

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

9 The following Special Assignments will be given 2.5%:

- 10 • TeleStaff Manager

11
12 In addition to the listed Special Assignments, the Administration and
13 Association can meet and confer for additional temporary Special
14 Assignments and level of incentive for short term Special Assignments at
15 either two- and one-half percent (2.5%) or five percent (5.0%) but in no
16 case to exceed five percent (5.0%).

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

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

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

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

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1 **ARTICLE 32** **Holiday Pay**

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3 **56-Hour Shift Employees**

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

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

22
23 Example: an employee who Retires on March 15th with 105 days of
24 employment in the semi-annual period preceding the June Holiday-pay
25 payment issuance date will have his/her holiday pay calculated as follows:
26 105 days divided by 182.5 days = 57.54%; 57.54% of 72 hours = 41.43
27 hours).

28
29 The six-month periods shall be considered December through May and
30 June through November.

31
32 **40-Hour Employees**

33 ~~If scheduled or required to work a holiday designated by the United~~
34 ~~States, the State of Nevada or the District, e~~Employees working 40-hour
35 work weeks will receive one and one-half (1.5) times their Total Hourly
36 ~~Rate~~Base Hourly Wage or compensatory time at one and one-half (1.5)
37 times actual hours worked~~their Base Hourly Wage if scheduled or required~~
38 ~~to work a holiday designated by the United States, the State of Nevada or~~
39 ~~the District.~~

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

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
9 District meets and confers with the Association. This uniform allowance is
10 all inclusive of uniforms, and District approved safety equipment.

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

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

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1 **ARTICLE 35** ~~Employer Medical Evaluation~~ This Page
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4 ~~If an employee is off work for more than one (1) month due to a mental or~~
5 ~~physical injury or illness, the District may require the employee to undergo~~
6 ~~a medical examination to determine fitness for duty. The cost of the~~
7 ~~medical examination shall be at the District's expense. The physical shall~~
8 ~~be a fit for duty physical evaluation related to the injury or illness. The~~
9 ~~employee may appeal the decision by providing a written second opinion~~
10 ~~to the District by a doctor of the employee's choice at the employee's~~
11 ~~expense.~~
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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 36 Annual Leave

A. Basis of Accrual

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

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

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

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

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

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

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

2. 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-Total Hourly Wage-Rate of the deceased employee at the time of death.

1 **3. Carry-over of Annual Leave to Following Year**

2
3 A total of no more than 504 hours (Fire PERS employees) or 360 hours
4 (PERS employees) of annual leave may be credited to an employee.

5
6 Any unused hours over 504 or 360 hours (depending on whether the
7 employee is a Fire PERS or PERS employee) in the employee's bank at
8 the end of the last pay period of the year will be transferred into the
9 employees Sick Leave balance by the end of the first pay period following
10 year. The District will inform all employees of the date of the last pay
11 period of the year via email a minimum of 6 pay periods prior to the date.

12
13 If an employee is unable to use leave due to the District cancelling
14 approved leave (shall be entered as Forced Regular in Telestaff with a
15 note stating what leave was cancelled) within the last 60 days of the
16 calendar year and the employee is over the max hours on January 1, that
17 employee shall not have those hours reset, in accordance with this
18 provision, at the end of the that calendar year, and may use the canceled
19 hours in the following calendar year.

20
21 Employees with any unused hours over 240 (56-hour employees)504 or
22 360-170 (40-hour employees) hours (depending on whether the employee
23 is a Fire PERS or PERS employee) who wish to be paid out up to 72
24 hours (56-hour employees) or 40 hours (40-hour employees) must submit
25 the required form no later than December 1st to Human Resources with
26 pay out the first date in February.

27
28 **4. Payment of unused accrued Annual Leave upon Retirement**

- 29
30 a. Payout shall be made
31 I. directly to the employee
32 II. or at the employees' option into the employee's Deferred
33 Compensation Account.

34
35 **5. Approval ~~for~~ of the Use of Annual Leave**

36
37 **Employees on a 56-hour work week**

38
39 The first person in the Battalion Chief rank that request annual leave 30 or
40 more days prior to the date requested are guaranteed the day off.

41
42 Subsequent requests for annual leave are approved pending coverage.
43 Once covered, they shall be considered approved.

44
45 Fire PERS employees on a 40-hour work week due to light duty, are
46 guaranteed annual leave once approved by their immediate supervisor.

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

ARTICLE 37 Sick Leave

A. Basis of Accrual

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

1. **Fire PERS employee:** 7.39 hours per pay period totaling one hundred and ninety-two point one four (192.14) hours per year
 - a. Hours will be credited to the employee at the beginning of the pay period.

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

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

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

B. Maximum Accrual

Fire PERS Employees

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

C. Authorization for Use of Sick Leave

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

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

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D. Sick Leave Pay Out

1. 56-hour employees may be compensated (at their base-total 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:

<u>5 Completed years.</u>	<u>36.8%</u>
<u>6 Completed years.</u>	<u>40.1%</u>
<u>7 Completed years.</u>	<u>43.4%</u>
<u>8 Completed years.</u>	<u>46.7%</u>
<u>9 Completed years</u>	<u>50.0%</u>
<u>Completed years</u>	
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 %

Employees with any unused hours over 192 (56-hour employees) or 130 (40-hour employees) 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. Pay out will be paid at the employee's total hourly rate.

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E. Sick Leave Pay Out at Separation and Retirement

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

1 Sick leave payoff amounts shall be directed as follows:

- 2 a. Employees retiring on or before June 30, 2024: Payment shall
3 be made:
4 i. directly to the employee
5 ii. or at the employees' option into the employee's Deferred
6 Compensation Account.
7 b. Employee's retiring on or after July 1, 2024 payment shall be
8 made into the employees Retirement Health Reimbursement
9 Arrangement account

10
11 Notwithstanding the foregoing, in the event of a job-related death or total
12 permanent disability as determined under Workers' Compensation (NRS
13 Chapters 616/617 in effect on the date of the determination), the District
14 shall pay one hundred percent (100%) of the accumulated sick leave
15 balance to either the employee or his/her legal heirs. The payment shall
16 be computed at the employee's ~~base-total~~ hourly rate based on their
17 permanent/regular assignment at the time of the death or total permanent
18 disability.

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

ARTICLE 39 Administrative Leave

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

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

1 **ARTICLE 41 Professional Development Leave**

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

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

22
23 Employees may apply for additional Professional Development Leave.
24 The District Fire Chief or designee will either approve or disapprove the
25 request. Application for additional PDL must first serve to the benefit of
26 the District.
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1 **ARTICLE 55** **Hours**

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

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

13
14 Shift hours begin at 0730 and end at 0730 the following day.

15
16 **B. Shift Reassignment**

17 Employees being moved from one shift or module to another shall be provided
18 a minimum of two (2) full pay periods' notice prior to the reassignment.~~will be~~
19 ~~given a 60-day notice prior to movement. The Association will be notified~~
20 ~~via email as addressed in the CBA.~~

21 Any employee who is reassigned to a different shift or module shall be
22 granted any previously approved leave occurring during the period affected
23 by the reassignment.

24
25 The Association shall be notified of all such reassignments via email in
26 accordance with the CBA.

27
28 The two (2) pay period notice requirement may be waived if the affected
29 employee(s) voluntarily agrees to an earlier reassignment.
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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 56** **Safety**

2 **A. Safety Committee**

3
4 1. In order to address the mutual concerns of the parties on safety matters,
5 the Association and District agree to form Safety Committee. It is
6 intended to provide a vital connection in the "top down, bottom-up"
7 approach to developing and maintaining a safe working environment.
8 The Safety Committee is hereby empowered and responsible ~~for to~~
9 providinge advice and recommendations to the District Fire Chief in the
10 following areas:

- 11
12 a. Drafting new and revised safety policies and procedures.
13 b. Consider the concerns of and formally recommend corrective
14 action toward personnel safety inquiries.
15 c. Evaluate the root cause of accidents or injuries, based upon the
16 completed reports and investigations, and propose formal
17 conclusions and corrective actions.

18
19 2. The Committee shall be composed of five (5) members and one (1) ex
20 officio member as follows:

- 21
22 a. Two (2) Association members, including two (2) alternates
23 appointed by the Association President.
24 b. One (1) ~~Safety and Training~~ Captain assigned by the ~~Deputy~~
25 Division Chief overseeing ~~T~~training and Safety.
26 c. One (1) Battalion Chief jointly selected by the three Battalion
27 Chiefs with one (1) Battalion Chief serving as an alternate.
28 d. One (1) ~~V~~volunteer ~~firefighter~~ representative selected by the
29 president of the East Fork Volunteer Association.
30 e. The ~~Deputy Division~~ Chief ~~overseeing~~ Training and Safety will
31 serve as an ex officio member of the Committee and as the
32 Chairman in a non-voting capacity.

33 **B. Meetings**

- 34
35 1. The Committee must meet at least quarterly, or as needed, to
36 effectively conduct the business at hand.
37 2. The Committee will send Committee agendas to the
38 Association President and District Fire Chief at least one (1)
39 week prior to the meeting.
40 3. The District will support the Committee administratively and will
41 provide agenda preparation, meeting documentation, and the
42 distribution of information to all interested parties, including the
43 Association President and the District Fire Chief, in a timely
44 manner.

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

- 1 4. Members appointed the Safety Committee shall be considered
- 2 as performing their normal work duties and responsibilities for
- 3 their 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
- 9 turnouts and safety equipment when requested by a supervisor or Safety
- 10 Officer. All personnel covered by this contact will be assigned two (2)
- 11 sets of turnouts in an effort to maintain a clean set post incident
- 12 response.
- 13 2. Turnouts and safety equipment will conform to current National Fire
- 14 Protective Association (NFPA) safety standards at the time of purchase.
- 15 Replacement turnouts and safety equipment will be in compliance with
- 16 NFPA standards. New hire employees will receive required turnouts and
- 17 safety equipment that meets the NFPA standards. Variances or
- 18 exceptions to NFPA standards may be made upon mutual agreement
- 19 between the District Fire Chief and Association.
- 20 3. The District will have the sole discretion on the final selection of specific
- 21 types or style of turnouts and safety equipment as long as it meets
- 22 current NFPA standards.

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1 **ARTICLE 61 Probationary Period**

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3 **Promotional Probation**

4
5 **Suppression**

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

10
11 **Probationary Period Extension:**

12 Administration may extend the probationary period of any employee,
13 regardless of rank, up to thirty (30) shifts. Any extension shall be
14 supported by a documented Performance Improvement Plan (PIP)
15 identifying the specific areas requiring improvement, performance
16 expectations, and the duration of the extension.

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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~~This Page Intentionally Left
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4 ~~The Association will provide a liaison to work with the District's Director of~~
5 ~~Administrative Services or designee. The liaison will be appointed by the~~
6 ~~Association president. The duties of the liaison will include assisting with~~
7 ~~the coordination of payroll related matters, employee relations, benefits~~
8 ~~management, time and attendance management, retirement of~~
9 ~~Association members, or additional tasks as directed by the Director of~~
10 ~~Administrative Services or designee. The District will bear the cost of any~~
11 ~~training that is considered necessary by the District's Director of~~
12 ~~Administrative Services. Only Training time, as designated in Telestaff,~~
13 ~~will be used for approved training.~~
14

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

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1 **ARTICLE 66 Replacement of Personal Property**

2
3 **Lost, Stolen or Destroyed**

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

13 **Replacement Cost Limits**

14
15 Reimbursement will be limited to items of personal property that are
16 reasonably required for the performance of job duties that are covered by
17 the District's insurance policy.
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1 **ARTICLE 67** **This Page Intentionally Left Blank** **Station**
2 **Habitability Committee**

3
4 ~~The District and the Association shall form a Station Habitability committee~~
5 ~~composed of two association members and two management representatives,~~

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

13
14 ~~The Committee will be assisted by third party professionals where~~
15 ~~appropriate.~~

16
17 ~~**Reopener:** There shall be a reopener for this article in FY 23/24.~~

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

1 **APPENDIX A Classifications**

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

- 5 • Battalion Chief

6

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1 APPENDIX B ~~Employee Development/Performance Program~~ Pay Plan

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

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

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

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

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

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

27
28 ~~Employees contribute to informal resolution by:~~

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

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

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

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.

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Threatening or striking another person

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

Dishonesty

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

Theft

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

Misconduct

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

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

Tardiness

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

Absenteeism

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

Abandonment

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

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

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~~

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

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

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

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

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

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

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

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

42
43
44
45
46

1 **Guidelines for Effective Coaching:**

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

14

15 **Training**

16

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

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

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

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

21

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

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

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

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

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

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

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

29 training history.

30

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

32 he/she will be unable to perform effectively.

33

34 **Guidelines for Effective Training:**

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

1 **Obstacles**

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

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

16
17 ~~**Guidelines for removing Obstacles:**~~

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

24
25 ~~**Feedback**~~

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

28
29
30
31 ~~Many supervisors mistakenly assume that employees know both how well they are doing and how well their supervisor thinks they are doing. It is the supervisor's responsibility to tell employees about their performance through feedback.~~

32
33
34
35
36 ~~Giving feedback to all employees – good and poor – is important. If we offer feedback just to poor performers, we ignore the needs of good employees who should be recognized for their efforts. Giving positive feedback is worth a supervisor's time. By not correcting less productive performers through feedback you may be implying that you are pleased with their performance.~~

37
38
39
40
41
42 ~~Feedback is the act of providing specific qualitative and/or quantitative information about conduct, attendance or performance, in relation to a given standard or goal. For example, when a problem arises, the supervisor may elect to Coach the employee as a method of informal resolution. If the problem does not go away at that point, the supervisor should provide timely feedback on the~~

43
44
45
46

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~~

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

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

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

14

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

19

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

22

23 ~~**Guidelines for Effective Counseling:**~~

24

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

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

1 **Summary**

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

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

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

16
17 **The Formal Process**

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

27
28 ~~The Formal Process consists of:~~

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

34
35 **Preparing for an Investigative Interview**

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

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

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1 ~~2. Reviewing notes from the information gathering process or documents from~~
2 ~~previous efforts at resolving the problem. If any information suggests that~~
3 ~~the incident may be criminal in nature, the investigation or violation~~
4 ~~shall be immediately referred to the District Fire Chief or designee. If it~~
5 ~~is determined that the incident may be in violation of the EFFPD~~
6 ~~Harassment Policy (sexual, racial, workplace violence, etc.) it shall be~~
7 ~~referred to the District Fire Chief or designee, then forwarded to the~~
8 ~~Director of Administrative Services or designee.~~

9 ~~3. Preparing an agenda outlining major points to be covered in the meeting.~~

10 ~~4. Providing the employee with notification of the meeting location, date, and~~
11 ~~time.~~

12 ~~5. Ensuring that the employee has time to secure Association representation.~~

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

17
18 **Conducting an Investigative Interview**

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

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

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

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

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

43
44 **Tone:** ~~The tone of this meeting should be neutral.~~
45

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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

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**

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

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

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

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

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

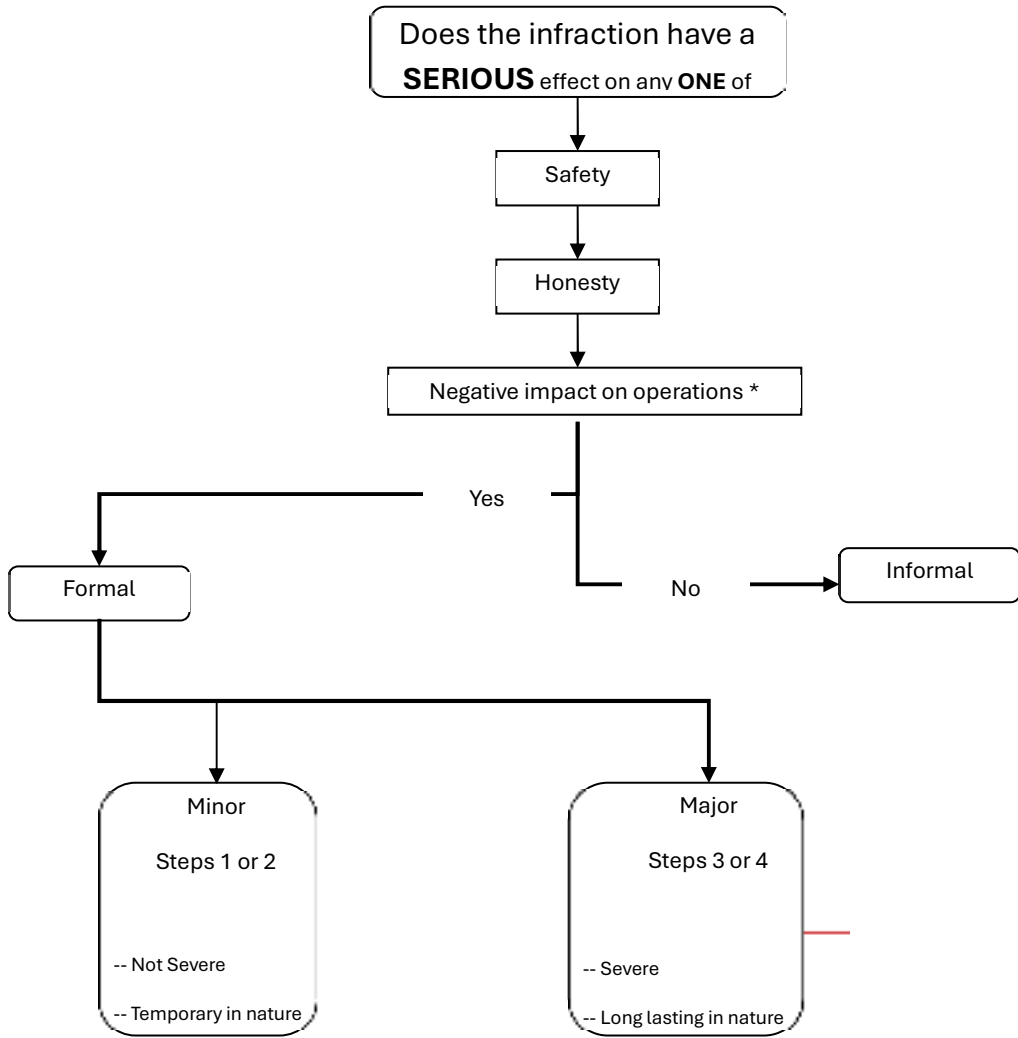
~~A minor infraction is usually not severe, is temporary in nature, and does not result in undue cost or liability/potential liability to the Fire District.~~

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

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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

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.~~

Supervisory 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~~

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

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

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

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

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

~~Counseling: No more than 1 in each category.~~

~~Formal Actions:~~

~~Step 1: No more than 2 total~~

~~Step 2: No more than 2 total~~

~~Step 3: No more than 2 total~~

~~Step 4: No more than 1 total~~

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

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

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

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1

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

2

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

9

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

14

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

15

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

23

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

24

25

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27

Supervisory 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~~

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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

Supervisory 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, attendance, or performance, and the changes expected.~~
 - 5 ~~3. Ask the employee to confirm understanding.~~
 - 6 ~~4. Indicate your confidence in the employee's ability to perform properly.~~
 - 7 ~~5. Secure signature(s) of the employee and/or witness(es) involved.~~

8

9

10 ~~After the Meeting:~~

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

14

15

16 **Documentation**

17

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

19

20

21

22

23

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 has been reached.~~

31

32

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

34

35

36

37 **Termination**

38

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

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Supervisory 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 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 ~~Pay plan to reflect 3% increase per year for 3 years with a reopener for Appendix B pay plan~~
34 ~~on year four.~~

Pay Plan

Note: Theses pay tables reflect a 5.2% Increase between steps.

Effective Pay Period Starting 6/20/26 (paid
7/10/26), 3% COLA FIRE PERS

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<u>Step</u>	<u>Annual Wage</u>	<u>2912 Hourly</u>
<u>1</u>	<u>121,110.08</u>	<u>41.59</u>
<u>2</u>	<u>127,487.36</u>	<u>43.78</u>
<u>3</u>	<u>134,184.96</u>	<u>46.08</u>
<u>4</u>	<u>141,261.12</u>	<u>48.51</u>
<u>5</u>	<u>148,686.72</u>	<u>51.06</u>

Effective Pay Period Starting 6/19/27 (paid 7/09/27), 3% COLA FIRE PERS

<u>Step</u>	<u>Annual Wage</u>	<u>2912 Hourly</u>
<u>1</u>	<u>124,750.08</u>	<u>42.84</u>
<u>2</u>	<u>131,302.08</u>	<u>45.09</u>
<u>3</u>	<u>138,203.52</u>	<u>47.46</u>
<u>4</u>	<u>145,512.64</u>	<u>49.97</u>
<u>5</u>	<u>153,142.08</u>	<u>52.59</u>

Effective Pay Period Starting 7/01/28 (paid 7/21/28), 3% COLA FIRE PERS

<u>Step</u>	<u>Annual Wage</u>	<u>2912 Hourly</u>
<u>1</u>	<u>128,506.56</u>	<u>44.13</u>
<u>2</u>	<u>135,233.28</u>	<u>46.44</u>
<u>3</u>	<u>142,338.56</u>	<u>48.88</u>
<u>4</u>	<u>149,880.64</u>	<u>51.47</u>
<u>5</u>	<u>157,743.04</u>	<u>54.17</u>

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1 **APPENDIX CD Reopeners**

Article	Description	Reopener Date
8	Nevada Public Employees Retirement System	When there is a rate change
<u>17</u>	<u>Drug and Alcohol</u>	<u>FY 26/27</u>
20	Wages	FY 25/26 <u>28/29</u>
<u>34</u>	<u>Tuition Reimbursement</u>	<u>FY 27/28</u>
<u>41</u>	<u>Professional Development Leave</u>	<u>FY 27/28</u>
48	Employee Life and Health Insurance	<u>When there is a rate change of 20% or more</u> FY 25/26
68 <u>7</u>	<u>Lateral Transfers Firefighter/Paramedic</u> <u>Habitability Committee</u>	FY 26 <u>25/27</u>
<u>70</u>	<u>Wildland Fuels language/articles</u>	<u>FY 26/27</u>

2

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

1 **APPENDIX D Reopeners Meet and Confer**

2

Article	Description	Reopener Date
8-	Nevada Public Employees Retirement System	When there is a rate change-
20-	Wages-	FY 25/26-
48-	Employee Life and Health Insurance-	FY 25/26-
67-	Station Habitability Committee-	FY 25/26-

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3

Article	Description
17	Drug and Alcohol
9-Appendix B	Employee Development/Performance Program

4

5 Both parties mutually agree to move the below articles and appendixes into East Fork
6 Fire Protection District's policies and procedures. Article 17 and Article 9 - appendix B
7 from July 1, 2025, to June 30, 2026. Collective Bargaining Agreement (CBA) shall stand
8 until the Meet and Confer is completed by September 1, 2026. Either party may request
9 a Meet and Confer on the below articles and appendixes at any time of the life of the
10 CBA.

11

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

1 **ARTICLE 4 Recognition**

2
3 The District recognizes the Association as the exclusive bargaining agent
4 for all employees covered under this agreement. New positions created
5 within the community of interest of the employees within the bargaining
6 unit shall be added to the list in Appendix A.
7

8 **Classifications**

9
10 **A.** The District Fire Chief, Association President, and the Director of
11 Administrative Services shall establish minimum job qualifications for
12 existing and any new classifications within the bargaining unit.
13

14 **B.** The District Fire Chief, Association President, and the Director of
15 Administrative Services shall agree upon any content changes to
16 existing classifications.
17

18 **C.** The District and the Association agree that employees within the
19 classifications in Appendix A are represented by the Association and
20 shall comprise the bargaining unit.
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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 6 Indemnification

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

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

ARTICLE 7 Management Rights

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

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ARTICLE 8 Nevada Public Employees Retirement System

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

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

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

ARTICLE 11 Fact Finding and Arbitration

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

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

1 **ARTICLE 12 Arbitrator**

2
3 **A. Designation**

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

7
8 **B. Costs**

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

14
15 **C. Effect of Decision**

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

20
21 **D. Authority of Arbitrator**

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

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

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

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

43
44 **F. Rules of Evidence**

45

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

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

5
6
7

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

ARTICLE 13 Savings Provision

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

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

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

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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**

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

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

ARTICLE 15 Successorship or Consolidation of the District

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

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

ARTICLE 16 Memorandum of Understanding (MOU)

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

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1 **ARTICLE 17 Drug and Alcohol**

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

5
6 **A. Drug and Alcohol Regulations**

7
8 All employees covered by this Collective Bargaining Agreement (CBA):

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

38
39 This article is intended to be applied in a common-sense manner. It is not
40 intended to affect use of over-the-counter or prescription drugs in the
41 prescribed or appropriate manner or possession or transportation of gifts.

42
43 **B. Definitions (For purposes of this article)**

- 44
45 **1.** "Reportable accident" means an occurrence involving a motor
46 vehicle which results in a fatality, bodily injury to a person who, as a

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

1 result of the injury, immediately receives medical treatment away
2 from the scene of the accident; or one or more motor vehicles
3 incurring damage considered to be greater than minor damage, or
4 damage to other property as a result of the accident or the driver is
5 cited for a moving violation.

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

40
41 **C. Confidentiality**

- 42
- 43 **1.** Information provided to any supervisor or administrative personnel,
44 of any problem or potential problem, related to the consumption,
45 use or abuse of alcoholic beverages or controlled substances, or
46 related to any other medical problem (including prescribed

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

1 medications, alcoholism or drug addiction) of an employee is
2 considered a part of the employee's medical record, and will be
3 strictly CONFIDENTIAL.

- 4 **2.** Except as may be required by law, or on a "need to know basis", no
5 supervisor or other administrator, may discuss or otherwise divulge
6 any information concerning such matters. A "need to know" will be
7 carefully observed so that only those persons with the need to
8 know the information to assure correct medical treatment, a safe
9 working environment, or proper implementation of this article, will
10 be informed of such matters. Records related to such matters will
11 be kept in a separate locked medical records file by the Director of
12 Administrative Services, with access to the file limited to the
13 aforementioned "need to know" persons.

14
15 **D. Drug-Free Awareness Program for Employees**

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

33
34 **E. Drug and Alcohol Testing**

35
36 **1. Random Testing**

37 A percentage equal to 30% of employees covered by this
38 agreement will be tested annually for drug and alcohol use. The
39 random testing will be spread throughout the year and employees
40 will have no advance notification of random tests. Each employee
41 will be in a pool from which random a selection is made. Each will
42 have an equal chance of selection and will remain in the pool, even
43 after the employee has been tested. Employees are required to
44 immediately report to the designated medical facility upon being
45 notified of their selection, but no longer than one hour of being

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

1 notified, or if the employee's immediate duties preclude reporting
2 upon being notified as soon as possible thereafter. Documentation
3 for the reasons for the delay must be provided by the employee's
4 supervisor. If the employee is not on duty, Human Resources will
5 notify the employee upon the employee's return to duty.
6

7 **2. Post-Accident Testing**

8 All employees involved in, or contributing to an accident on duty,
9 shall be tested at the discretion of a Chief Officer as soon as
10 possible.
11

12 **3. Reasonable Suspicion**

13 An employee will be required to undergo immediate drug and/or
14 alcohol testing in accordance with this article if there is reasonable
15 suspicion that the employee is under the influence of a drug and/or
16 alcohol. Reasonable suspicion that an employee is under the
17 influence of a drug and/or alcohol will be based on specific facts,
18 and/or reasonable inferences derived from those facts. The
19 observations shall be promptly documented, and the supervisor will
20 use the chain of command to contact the Duty Chief.
21

22 **4. Return to Work**

- 23
- 24 a. All tests for all substances will immediately indicate positive
25 or negative prior to the employee being released from the
26 collection facility.
 - 27 b. All employees who are tested for drug and alcohol use shall
28 only return to duty if the test result is negative.
 - 29 c. If an employee tests positive, they will not be allowed to
30 return to work and will be placed on Administrative Leave
31 until it has been determined by the MRO to be a false
32 positive.
 - 33 d. If the test results are positive, refer to discipline in Article 17
34 H.
 - 35 e. An employee must submit to a return-to-duty drug or alcohol
36 test before resuming the performance of safety sensitive
37 functions following disciplinary action and treatment.
38

39 **F. Alcohol testing**

- 40
- 41 1. A test result of .00 - .02 will be considered a negative result.
 - 42 2. A test result of greater than .02 will be considered a positive result.

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

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

G. Follow-up

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

H. Discipline for Violations

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

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

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

6 **5.** Refusal to submit to a test, intentionally tampering with, causing
7 another person to tamper with, substituting for, or causing another
8 person to substitute for a urine and/or blood specimen, whether the
9 employee's own specimen or another employee's specimen, will
10 constitute cause for termination of the employee who engages in
11 such activity.

12 **6.** This article does not constitute a waiver of disciplinary appeal
13 procedures provided for in a collective bargaining agreement.
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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

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

1 **ARTICLE 21** **Payroll Deductions**

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

5
6 **Authorization**

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

20
21 **Amount of Dues**

22
23 The Association will certify to the District in writing the current rate of
24 membership dues. The Association will notify the District of any change in
25 the membership dues at least thirty (30) days prior to the effective date of
26 such change.

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

1 **ARTICLE 22** **Demotion**

2
3 **Voluntary Demotion**

4
5 Employees wishing to transfer back to their respective position will apply
6 in writing to the Deputy Chief of Operations. Requests in writing for
7 transfer back to their former position will be honored without prejudice as
8 vacancies permit.

9
10 Employees who are demoted voluntarily to the position of Captain will go
11 back to a top step Captain.

12
13 **Involuntary Demotion**

14
15 Employees who are demoted involuntarily to the position of Captain will go
16 back to a top step Captain.

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

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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

Overtime Defined:

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

Overtime shall be earned in increments of 30 minutes.

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

ARTICLE 24 FLSA

Compliance with FLSA

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

FLSA Hours

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

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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**

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

ARTICLE 34 Tuition Reimbursement

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

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

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

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

ARTICLE 38 Military Leave

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

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

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

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3 **Jury Duty**

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

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

18
19 **Court Time**

- 20
21 **A.** If an employee appears on his/her regular workday in any court or
22 before any grand jury as a party to an action arising out of his/her
23 employment or as a witness to observations or knowledge received
24 in the course of his/her employment, he/she will receive full pay and
25 time off from his/her regular workday, but will refund any witness
26 fee to the District. However, if the employee is excused from court
27 duty before 5:00 p.m. and is not required to appear for court duty
28 the next day, the employee will return to the workplace to complete
29 his/her regular assigned shift. This can be waived by the District's
30 administration on a case-by-case basis.
31 **B.** If an employee's presence is required outside of the employee's
32 regular shift to give testimony or a statement concerning
33 observation or knowledge made or obtained in the course of his/her
34 employment at a deposition by subpoena or for an interview at the
35 direction of the courts, or at the direction of the District Fire Chief,
36 the employee will be paid overtime for the time required for such an
37 appearance. A two (2) hour minimum payment of overtime will be
38 paid to the employee. The employee will notify their supervisor as
39 soon as possible when court action requires the employee to be
40 present.
41 **C.** Employees will not serve as expert witnesses unless specifically
42 authorized by the District or as required by a court of competent
43 jurisdiction.
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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 42 Bereavement Leave**

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- 3 **A.** 56-hour employees can use up to ninety-six (96) hours of accrued leave or
- 4 LWOP for Bereavement Leave.
- 5 **B.** 40-hour employees can use up to eighty (80) hours of accrued leave or
- 6 LWOP for Bereavement Leave.
- 7

8 Accrued leave may be taken for a death in the employee's immediate family.

9 The District Fire Chief or designee may approve Bereavement Leave for a

10 longer period of time.

11 Immediate family is defined as a spouse, parents, children, brothers, sisters

12 and grandparents of the employee or the employee's spouse. In the case

13 of any other relative of the employee, the District Fire Chief or designee may

14 authorize such accrued leave. "Immediate family" is defined by Nevada

15 law, including NAC 284.5235, and means:

- 16 **1.** The employee's parents, spouse, children (regardless of age), brothers,
- 17 sisters, grandparents, great-grandparents, uncles, aunts, nephews,
- 18 nieces, grandchildren, great-grandchildren, mother-in-law, father-in-law,
- 19 daughter-in-law, son-in-law, step-parents and step-children;
- 20 **2.** If they are living in the employee's household, the employee's
- 21 grandfather-in-law, grandmother-in-law, great-grandfather-in-law, great-
- 22 grandmother-in-law, uncle-in-law, aunt-in-law, brother-in-law, sister-in-
- 23 law, grandson-in-law, granddaughter-in-law, nephew-in-law, niece-in-
- 24 law, great-grandson-in-law and great-granddaughter-in-law.
- 25

26 In the case of any other relative of the employee, the District Fire Chief or

27 designee may authorize use of Bereavement Leave to attend to the relative.

28

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

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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

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

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

12 **Definitions**

13 **FMLA – Family Medical Leave Act**

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

16 **Extended Leave (EL)**

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

19 **Additional Extended Leave (AEL)**

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

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

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

ARTICLE 44 Leave Donation

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

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

ARTICLE 45 Leave of Absence

A. Eligibility

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

B. Short Term LWOP

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

C. Long Term LWOP

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

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ARTICLE 46 Non-Occupational Injuries/Illness

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

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

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1 **ARTICLE 47 Occupational Injuries/Illness**

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3 **Injury/Illness Workers Compensation**

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

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

1 H. The District will follow state law with respect to any Occupational
2 Illness or Disease.
3

4 **Total Compensation**
5

6 When an employee is eligible for benefits under Chapter 616C or 617 of
7 the Nevada Revised Statutes, the payments provided to an employee
8 under those chapters of the Nevada Revised Statutes, exclusive of
9 payment of medical or hospital expenses, will be the total compensation
10 received by the employee.
11

12 **FMLA While on Workers Compensation Leave**
13

14 An employee's workers compensation leave shall not be deducted from
15 the employee's FMLA leave subject to any limitations imposed by this
16 article or state law or District's workers compensation provider.
17

18 **Disability Retirement**
19

20 Once the District has received notice from the District's workers
21 compensation provider of the employee's permanent disability, the District
22 shall notify the employee to discuss disability retirement with Nevada
23 PERS. If the employee applies for PERS disability retirement, the District
24 shall keep the employee on the payroll for 90 days or until Nevada PERS
25 has ruled on the Disability.
26

27 **Modified Duty Assignments**
28

- 29 **A.** For any employee covered by this agreement whose physical
30 condition prevents him/her from performing his/her normal work
31 duties as assigned, at the convenience of the District, the District
32 may place him/her in an assignment in which the employee can
33 perform work consistent with his/her condition. The District agrees
34 to place employees into light duty assignments within the District's
35 areas of responsibility.
36 **B.** Employees who have been on authorized injury/illness leave due to
37 work-related injury/illness under applicable workers' compensation
38 law will, upon release from his/her doctor and upon presentation of
39 said release, return to work in a light duty assignment if one is
40 available. Any assignments to light duty will be in conformance
41 with limitations imposed by the employees treating physician, and
42 no employee will be assigned light duty tasks that would predictably
43 prolong the rehabilitative process or otherwise increase the risk of
44 further injury/illness.
45 **C.** The intent of this provision is to permit employees to return to work
46 as soon as is medically possible within the requirements of

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

1 applicable workers' compensation laws. Further, the parties
2 understand that light duty refers to tasks other than the full range of
3 the employees' regular assigned duties.

4 **D.** Nothing in this section will require the District to create a light duty
5 assignment.

6 **E.** The assignment to a light duty assignment under this section will
7 not be optional for the employee. If an employee turns down the
8 assignment, no regular compensation will be provided. Any
9 accrued leave, Trades, or Leave Without Pay use is permitted.

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

2
3 **A. Cafeteria Plan**

- 4
5 1. The District will continue to maintain a cafeteria benefit plan. A
6 cafeteria plan recognizes that employees have diverse needs, and
7 allows employees to choose benefits based on their individual
8 needs.
9 2. The District will offer eligible employees' medical, dental, vision and
10 life insurance (individual coverage or family/dependent coverage).
11 a. The District will provide a \$25,000 life insurance policy for the
12 employee only.
13 3. If a High Deductible Medical Plan with Health Savings Account is
14 offered by the District, an incentive will be provided for employees to
15 participate in the plan. The District will meet and confer with the
16 Health Benefits Committee prior to implementing a change of the
17 current health benefit plan.
18 4. The health benefit plan, in whole or in part, may be optional for
19 employees that can provide acceptable proof of comparable
20 coverage through another source. Approval for a waiver of the health
21 benefit plan will be at the discretion of the District Fire Chief after
22 consulting with the Insurance & Benefits Committee. If an employee
23 waives the core medical package, the employee will receive a fixed
24 dollar amount per month in lieu of coverage, which they may use for
25 items on the cafeteria menu offered by the District including Life,
26 Dental and Vision, if they choose.
27 5. If a High Deductible Medical Plan with Health Savings Account (HSA)
28 is not offered, a High Deductible Medical Plan with a Health
29 Reimbursement Arrangement (HRA) may be offered in its place. If
30 an HSA is not offered, Article 48 shall be reopened and plan changes
31 negotiated.
32 6. The District will offer the employee Long Term Disability, Short Term
33 Disability, additional Life Insurance, and other ancillary plans. The
34 employee will pay the cost of these plans if they choose to enroll in
35 them.

36
37 **B. District Fund Contribution for Health Benefit Package**

- 38
39 1. If a health benefit plan is waived pursuant to Section A (4) above,
40 employee shall receive a \$450 monthly contribution.
41 2. The District will provide employees with employee-only coverage at
42 the actual employee-only cost for the PPO or HSA health plan
43 selected by the employee subject to 48 E.
44 3. The District will provide employees with employee plus dependent
45 coverage at the actual employee/dependent premium cost for the
46 PPO or HSA health plan selected by the employee subject to 48 E.

1
2 **C. Monthly Contribution in Lieu of Health Benefit Plan**
3

- 4 1. Dental, vision, and life insurance may be purchased by the employee
5 with the monthly contribution of \$450.
6

7 **D. High Deductible Medical Plan with Health Savings Account**
8

9 The District will provide eligible employees with medical, dental, vision and
10 life insurance coverage at the current premium cost, which will vary
11 depending upon whether the employee has individual coverage or family
12 coverage.
13

14 **1. High Deductible Medical Plan with Health Savings Account**
15

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

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

19 **2. Annual Account Contribution Distribution**
20

21 Fifty percent (50%) of the annual account contribution will be deposited
22 in individual accounts two times each calendar year (the first Pay
23 Dates in January and July). If a plan participant experiences a
24 qualifying event which results in a status change during the year, the
25 premium and account contribution will change at that time. Account
26 contributions will be recalculated and reflect the new account
27 contribution rate. If a plan participant experiences a qualifying event
28 which results in a status change between January and July, the
29 account contribution for July will be prorated based on the participant's
30 status when they had a qualifying event. The employee will receive
31 the next scheduled account contribution payment based on the new
32 status.
33

34 **3. Probationary Employees**
35
36

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

1 During the first year of employment, new employees will have the
2 option of participating in the High Deductible Medical Plan with Health
3 Savings Account or PPO medical plan.
4

5 First year employees will be eligible for Health benefits on the first day
6 of the month after their first thirty (30) days of employment.
7

8 If the employee first becomes eligible for Insurance coverage after July
9 1st of any year and chooses the HSA plan, they will retroactively
10 receive the July 1st HSA Account Contribution upon eligibility.
11

12 If the employee first becomes eligible for insurance coverage prior to
13 July 1st, then the employee will receive the January HSA Account
14 Contribution upon eligibility.
15

16 New employees will be eligible for lump sum contributions to their High
17 Deductible Medical account with Health Savings Account, as set forth
18 in Section D (1) regardless of premium increases, not to exceed the
19 Annual Account Contribution per year.
20

21 **E. Premium Increases/Decreases**
22

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

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

1 each calendar year will be used by the parties as the baseline for
2 calculating premium increases.
3

4 **F. Benefits Committee**

- 5 • Refer to Non-Supervisor contract.
6

7 **G. Reopener**

- 8
9 1. If during the term of this agreement, health insurance premiums
10 increase more than twenty percent (20.0%) or if the District, of its
11 own volition, changes the health insurance plans in a manner which
12 results in a decrease of benefits, including an increase in deductible
13 amounts, either party may reopen this article for negotiations. Such
14 negotiations shall begin no later than twenty-one (21) days after the
15 notice is given that the conditions justifying such a request exist.
16

17 **H. Ambulance Plan**

18
19 The District will provide each employee covered under this contract with
20 subscription to the EFFPD Sierra Saver Ambulance Subscription Program
21 in the manner defined for the general public participation. The benefit cost
22 will follow IRS guidelines regarding being considered a taxable benefit to
23 the employee.
24

ARTICLE 49 Retiree Health Reimbursement Arrangement

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

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

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

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

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

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

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

ARTICLE 50 Employee Assistance Program

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

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

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

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

ARTICLE 51 Association Business

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

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

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

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

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

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

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ARTICLE 52 Staffing

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

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

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

1 **ARTICLE 53** **Communications**

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3 **A. Bulletin Boards**

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

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

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

27
28 **B. Interdepartmental / Electronic Mail System**

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

39
40 Website linkages may be allowed per the District's policy.

41
42 **C. Use of the District's Copiers and Computers**

43
44 The District will allow the Association to use the District's copiers and
45 computers for Association business only under the following conditions:
46

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
- 2 the use of the District's equipment.
- 3 **2.** All copying and computer use will be done outside of public access
- 4 hours, unless authorized by management.
- 5 **3.** The use of the District's equipment by the Association will not interfere
- 6 with District's business.
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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 54** **Prevailing Rights**

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3 All rights, privileges, and working conditions enjoyed by the employees of
4 the bargaining unit at the present time which are not included in this
5 agreement shall remain in full force unless changed as hereinafter
6 provided in this article. The prevailing rights shall include, but not be
7 limited to, the use of kitchen supplies, coffee makers, lounge areas,
8 televisions, recreational time, exercise periods and use of telephones.
9

10 In the event the District intends to change a Prevailing Right, a copy of the
11 requested change will be sent to the Association for review. Any timely
12 objection raised by the Association shall be discussed with the District. If
13 the objection cannot be resolved, the dispute shall be subject to the
14 grievance procedure set forth in this agreement.
15

16 **Use of District's Facilities**

17
18 The District will permit the use of the District's meeting room facilities by
19 employees and the Association provided such use does not interfere with
20 the District's operations or scheduled activities. Facilities used by the
21 Association will be scheduled in accordance with the District's adopted
22 scheduling procedures to avoid conflicts in facility use.
23

24 **Meals**

25
26 Each shift employee will be responsible to pay for his or her own meals.
27 The Association will collect a monthly assessment to supply basic
28 condiments supporting the employee's meals. There shall be no cost to
29 the District regarding meals.
30
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1 **ARTICLE 57** **Shift Trades**

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

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

12
13 **A. Trade Process:**

14
15 **1. In Rank Trades:**

16 The employee requesting the trade shall enter it in Telestaff. The
17 employee who will be working the trade shall than accept the trade.
18 Once the trade has been accepted by the employee working the
19 trade the trade is approved.

20 **2. Out of Rank Trades:**

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

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

28
29 Responsibility for arrangement for the repayment of such time rests
30 with the employees involved. Traded time will be a contract between
31 employees. The District has no authority to enforce the pay back of
32 owed time between employees.

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

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

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

B. The following limitations to personal trades shall apply:

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

C. Employees may utilize the following trade times:

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

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

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

1 **ARTICLE 59 Reduction in Force**

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

5
6 **A. Notice**

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

9
10 **B. Bumping**

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

19
20 Employees who elected to demote to a lower job classification shall be
21 promoted to their previous position based on highest Rank Seniority in the
22 position they were bumped from as positions become available.

23
24 **C. Posting**

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

31
32 Employees who have been laid off due to a reduction in work force shall
33 provide their current address to the District if they wish to be contacted in
34 the event a position should become available for reemployment.

35
36 Employee or designated representative shall respond in writing or by
37 phone to certified mail within ten (10) business days after receipt of
38 notification that a position of employment is available. If no response is
39 received within ten (10) days by the District that individual will forfeit
40 reemployment.

41
42 **D. Reemployment**

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

1 Employees who are reemployed within thirty-six (36) months after they are
2 laid off, will be entitled to the reinstatement of accrued and unused sick
3 leave remaining to their credit at the time of their layoff. Upon
4 reemployment within thirty-six (36) months, the employee will be eligible to
5 accrue sick and annual leave at the same rate as when the layoff occurred
6 (if a sick leave buyback option is exercised at the time of termination, no
7 remaining sick leave accrual will be reinstated).

8
9

E. Adjustment to Layoff Process

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

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

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

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

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1 **ARTICLE 64 Seniority**

2
3 **A. Types of Seniority**

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

6
7 1. District Seniority will be determined by the following criteria:

- 8
9 a. An employee's District Seniority will be determined based
10 upon continuous full-time employment with the District as
11 determined by the hire date for a full-time position.
12 b. For the purpose of settling a tie, should two or more
13 employees have the same hire date, the tied employee's
14 seniority will be based upon their order on the ranked hiring
15 list. If employees are tied on hiring list, the tied employee's
16 seniority will be determined by the District Fire Chief.
17 c. Continuous service will be broken only by resignation of a full-
18 time position, discharge, or retirement.
19 d. District seniority will only be used for the purposes of lay-offs
20 or a reduction in work force.

21
22 2. Rank Seniority will be determined by the following criteria:

- 23
24 a. An employee's Rank Seniority will be determined based upon
25 the date an employee is hired, transferred, or promoted into
26 the rank in which they hold.
27 b. For the purpose on settling a tie, should two or more
28 employees have the same hire/promotion date, the tied
29 employee's seniority will be based upon their order on the
30 ranked hiring/promotion list. If employees are tied on
31 hiring/list, the tied employee's seniority will be based upon
32 District Seniority.
33 c. An employee that is demoted to a lower rank, or transfers
34 back to a position in another division, will be placed within that
35 lower rank, or positions seniority list, based upon the date in
36 which they would have originally qualified for placement in
37 that rank. If any ties exist, the above procedure will be used
38 to determine seniority.
39 d. Rank seniority will be used for all operational or other needs
40 of the District, i.e. Annual station rotations/requests, open
41 positions, shift movement or requests or a request by the
42 District due to operational need.

43
44 **B. Seniority List**

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

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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 their designee and the Association President or his or her designee. Once agreed upon, the list will be distributed to the District office, all staffed stations and the Association's Secretary.

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

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

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

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

ARTICLE 72 Cell Phone Allowance

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

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**East Fork Professional Firefighters - Battalion Chiefs
Pay Plan**

Note: These pay tables reflect a 5.2% Increase between steps.

Effective Pay Period Starting

6/20/26 (paid 7/10/26),

3% COLA FIRE PERS

Step	Annual Wage	2912 Hourly
1	121,110.08	41.59
2	127,487.36	43.78
3	134,184.96	46.08
4	141,261.12	48.51
5	148,686.72	51.06

Effective Pay Period Starting

6/19/27 (paid 7/09/27),

3% COLA FIRE PERS

Step	Annual Wage	2912 Hourly
1	124,750.08	42.84
2	131,302.08	45.09
3	138,203.52	47.46
4	145,512.64	49.97
5	153,142.08	52.59

Effective Pay Period Starting

7/01/28 (paid 7/21/28),

3% COLA FIRE PERS

Step	Annual Wage	2912 Hourly
1	128,506.56	44.13
2	135,233.28	46.44
3	142,338.56	48.88
4	149,880.64	51.47
5	157,743.04	54.17

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the Non-Represented Employee Pay Plan consistent with the terms of the five-year Collective Bargaining Agreements and authorize the District Fire Chief to execute the agreements and any related administrative documents on behalf of the District. The estimated fiscal impact of the agreement is approximately \$113,609 in Year 1, \$117,017 in Year 2, and \$120,528 in Year 3, for a cumulative estimated cost of \$351,154 over the first three years of the five-year agreement. The agreement is projected to increase labor-related expenditure by an average of 3.0% annually. (Alan Ernst, District Fire Chief) 20 Minutes.

2. **Recommended Motion:** Motion to approve the Non-Represented Employee Pay Plan consistent with the terms of the five-year Collective Bargaining Agreements and authorize the District Fire Chief to execute the agreements and any related administrative documents on behalf of the District. The estimated fiscal impact of the agreement is approximately \$113,609 in Year 1, \$117,017 in Year 2, and \$120,528 in Year 3, for a cumulative estimated cost of \$351,154 over the first three years of the five-year agreement. The agreement is projected to increase labor-related expenditure by an average of 3.0% annually.

3. **Funds Available:** Yes **Amount:** Year 1-\$113,609
Year 2-\$117,017
Year 3-\$120,528
Estimated three-year total-\$351,154

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

4. **Prepared by:** Alan Ernst, District Fire Chief

5. **Meeting Date:** June 16, 2026 **Time Required:** 20 Minutes

6. **Agenda:** Administrative

7. **Background Information:** The District's non-represented employee pay plan has historically followed the terms and conditions established through the Collective Bargaining Agreements (CBAs) with represented employee groups through a longstanding "me-too" provision. This approach has promoted consistency in compensation practices, maintained internal equity among employee groups, and supported the District's ability to recruit and retain qualified personnel.

The proposed non-represented pay plan aligns with the recently negotiated five-year Collective Bargaining Agreements and incorporates the same salary and compensation adjustments provided to represented employees. Continuing this practice ensures equitable treatment of non-represented staff while maintaining consistency with the District's established compensation philosophy.

The estimated fiscal impact of the non-represented pay plan during the first three years is approximately \$351,154, representing an average annual increase of 3.0% in labor-related expenditures attributable to the terms of the new agreements. Funding for the agreements will be incorporated into the District's adopted budget and future financial planning processes.

Approval of the non-represented pay plan will allow the District to implement compensation adjustments concurrent with those provided under the Collective Bargaining Agreements and continue the District's longstanding practice of maintaining parity between represented and non-represented employee compensation structures.

Approval of the non-represented employee pay plan supports the District's goals of maintaining positive labor relations, ensuring competitive compensation and benefits, supporting employee recruitment and retention, and providing continued delivery of high-quality emergency services to the community.

Agenda Item #11

East Fork Fire Protection District
Non-Representative Pay Plan
Employer Paid PERS

Step Movement

5.2%

Effective Pay Period Starting 6/20/26 (paid 7/10/26), 3% COLA

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Chief	178,193.60	187,449.60	197,204.80	207,459.20	218,233.60	85.67	90.12	94.81	99.74	104.92
Deputy Fire Chief	148,304.00	156,020.80	164,132.80	172,681.60	181,646.40	71.30	75.01	78.91	83.02	87.33
Division Chief	126,058.40	132,617.68	139,512.88	146,779.36	154,399.44	60.61	63.76	67.07	70.57	74.23
Director of Finance	127,899.20	134,534.40	141,544.00	148,886.40	156,644.80	61.49	64.68	68.05	71.58	75.31
Director of Admin Services	109,408.00	115,086.40	121,076.80	127,379.20	133,993.60	52.60	55.33	58.21	61.24	64.42
Executive Program Administrator	91,041.60	95,784.00	100,755.20	105,996.80	111,508.80	43.77	46.05	48.44	50.96	53.61
Accounting Specialist I (Finance)	58,510.40	61,547.20	64,750.40	68,120.00	71,676.80	28.13	29.59	31.13	32.75	34.46
Accounting Specialist II (Finance)	65,478.40	68,889.60	72,467.20	76,232.00	80,204.80	31.48	33.12	34.84	36.65	38.56
Administrative Specialist I (Admin)	54,953.60	57,803.20	60,819.20	63,980.80	67,308.80	26.42	27.79	29.24	30.76	32.36
Administrative Specialist II (Admin)	65,478.40	68,889.60	72,467.20	76,232.00	80,204.80	31.48	33.12	34.84	36.65	38.56
Office Specialist I (Admin)	47,444.80	49,899.20	52,499.20	55,224.00	58,094.40	22.81	23.99	25.24	26.55	27.93
Office Specialist II (Admin)	54,579.20	57,408.00	60,403.20	63,544.00	66,830.40	26.24	27.60	29.04	30.55	32.13
Support Service Maintenance Technician (Pr	43,368.00	45,635.20	48,006.40	50,502.40	53,123.20	20.85	21.94	23.08	24.28	25.54
Support Services Specialist (Prevention)	55,452.80	58,344.00	61,380.80	64,563.20	67,932.80	26.66	28.05	29.51	31.04	32.66
Firefighter Trainee	56,160.00					27.00				

Effective Pay Period Starting 6/19/27 (paid 7/09/27), 3% COLA

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Chief	183,539.20	193,065.60	203,112.00	213,678.40	224,785.60	88.24	92.82	97.65	102.73	108.07
Deputy Fire Chief	152,755.20	160,700.80	169,062.40	177,860.80	187,096.00	73.44	77.26	81.28	85.51	89.95
Division Chief	129,854.40	136,593.60	143,686.40	151,195.20	159,036.80	62.43	65.67	69.08	72.69	76.46
Director of Finance	131,726.40	138,569.60	145,787.20	153,358.40	161,345.60	63.33	66.62	70.09	73.73	77.57
Director of Admin Services	112,694.40	118,539.20	124,716.80	131,206.40	138,008.00	54.18	56.99	59.96	63.08	66.35
Executive Program Administrator	93,766.40	98,654.40	103,771.20	109,179.20	114,857.60	45.08	47.43	49.89	52.49	55.22
Accounting Specialist I (Finance)	60,257.60	63,398.40	66,684.80	70,158.40	73,819.20	28.97	30.48	32.06	33.73	35.49
Accounting Specialist II (Finance)	67,433.60	70,948.80	74,651.20	78,520.00	82,617.60	32.42	34.11	35.89	37.75	39.72
Administrative Specialist I (Admin)	56,596.80	59,529.60	62,649.60	65,894.40	69,326.40	27.21	28.62	30.12	31.68	33.33
Administrative Specialist II (Admin)	67,433.60	70,948.80	74,651.20	78,520.00	82,617.60	32.42	34.11	35.89	37.75	39.72
Office Specialist I (Admin)	48,859.20	51,396.80	54,080.00	56,888.00	59,841.60	23.49	24.71	26.00	27.35	28.77
Office Specialist II (Admin)	56,222.40	59,134.40	62,212.80	65,457.60	68,827.20	27.03	28.43	29.91	31.47	33.09
Support Service Maintenance Technician (Pr	44,678.40	47,008.00	49,441.60	52,020.80	54,724.80	21.48	22.60	23.77	25.01	26.31
Support Services Specialist (Prevention)	57,116.80	60,091.20	63,232.00	66,497.60	69,971.20	27.46	28.89	30.40	31.97	33.64
Firefighter Trainee	57,844.80					27.81				

Effective Pay Period Starting 7/01/28 (paid 7/21/28), 3% COLA

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Chief	189,051.20	198,848.00	209,206.40	220,084.80	231,524.80	90.89	95.60	100.58	105.81	111.31
Deputy Fire Chief	157,331.20	165,526.40	174,137.60	183,206.40	192,712.00	75.64	79.58	83.72	88.08	92.65
Division Chief	133,744.00	140,691.20	147,992.00	155,729.60	163,800.00	64.30	67.64	71.15	74.87	78.75
Director of Finance	135,678.40	142,729.60	150,155.20	157,955.20	166,192.00	65.23	68.62	72.19	75.94	79.90
Director of Admin Services	116,084.80	122,096.00	128,460.80	135,137.60	142,147.20	55.81	58.70	61.76	64.97	68.34
Executive Program Administrator	96,574.40	101,608.00	106,891.20	112,444.80	118,310.40	46.43	48.85	51.39	54.06	56.88
Accounting Specialist I (Finance)	62,067.20	65,291.20	68,681.60	72,259.20	76,024.00	29.84	31.39	33.02	34.74	36.55
Accounting Specialist II (Finance)	69,451.20	73,070.40	76,897.60	80,870.40	85,092.80	33.39	35.13	36.97	38.88	40.91
Administrative Specialist I (Admin)	58,302.40	61,318.40	64,521.60	67,870.40	71,406.40	28.03	29.48	31.02	32.63	34.33
Administrative Specialist II (Admin)	69,451.20	73,070.40	76,897.60	80,870.40	85,092.80	33.39	35.13	36.97	38.88	40.91
Office Specialist I (Admin)	50,315.20	52,936.00	55,702.40	58,593.60	61,630.40	24.19	25.45	26.78	28.17	29.63
Office Specialist II (Admin)	57,907.20	60,902.40	64,084.80	67,412.80	70,886.40	27.84	29.28	30.81	32.41	34.08
Support Service Maintenance Technician (Pr	46,009.60	48,422.40	50,918.40	53,580.80	56,368.00	22.12	23.28	24.48	25.76	27.10
Support Services Specialist (Prevention)	58,822.40	61,900.80	65,124.80	68,494.40	72,072.00	28.28	29.76	31.31	32.93	34.65
Firefighter Trainee	59,571.20					28.64				

**East Fork Fire Protection District
Fee & Rate Schedule
Effective July 01, 2026**

RESTITUTION

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	\$ 25.00
Non-Sworn Civilian staff	\$ 45.02
Director of Finance	\$ 111.96
Director of Administrative Services	\$ 101.01
Executive Program Administrator	\$ 79.45
Inspector	\$ 81.48
Master Mechanic	\$ 92.36
Fuels Management Squad Boss	\$ 82.64
Fuels Management Crew Member	\$ 76.60
Seasonal Fuels/Fire Crew Member	\$ 29.46
Firefighter	\$ 68.13
Engineer	\$ 74.38
Captain	\$ 87.64
Captain/Investigator	\$ 94.43
Battalion Chief	\$ 109.22
Deputy Chief	\$ 154.22
District Fire Chief	\$ 188.08

INCIDENT

Personnel responding to an incident on an Overhead resource order 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	\$ 25.00
Non-Sworn Civilian staff	\$ 45.02
Director of Finance	\$ 111.96
Director of Administrative Services	\$ 101.01
Executive Program Administrator	\$ 79.45
Inspector	\$ 81.48
Master Mechanic	\$ 92.36
Fuels Management Squad Boss	\$ 82.64
Fuels Management Crew Member	\$ 76.60
Seasonal Fuels/Fire Crew Member	\$ 29.46
Firefighter	\$ 95.39
Engineer	\$ 104.13
Captain	\$ 122.69
Captain/Investigator	\$ 94.43
Battalion Chief	\$ 152.90
Deputy Chief	\$ 154.22
District Fire Chief	\$ 188.08

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.

**East Fork Fire Protection District
Fee & Rate Schedule
Effective July 01, 2026**

EQUIPMENT

Equipment responding to an incident on an equipment resource order will be billed for hours worked as indicated on the Crew Time Report/ Shift Ticket. (The rates "wet" and includes maintenance and fuel unless incident caused)

ICS Kind/Type	Hourly Rate
Engine (Type 1 or 2)	\$ 365
Engine (Type 3)	\$ 333
Engine (Type 5)	\$ 301
Engine (Patrol)	\$ 185
Water Tender (Tactical)	\$ 223
Water Tender (Supply)	\$ 248
Rescue (Ambulance)	\$ 180
Squad (Heavy Rescue)	\$ 223
Truck (Aerial Ladder)	\$ 385
Haz Mat Unit (Level III)	\$ 275
Chipper	\$ 72
Masticator (wet) Skid Steer **	\$ 191
Air/Light Unit **	\$ 180
Chainsaw	\$ 4
Weed Wacker	\$ 4
Backpack Blower	\$ 4
ICS Kind/Type	Daily Rate
Gooseneck Trailer **	\$ 35
Dozer Til **	\$ 5,255
Transport w/Lowboy **	\$ 7/mile
UTV	\$ 239
Line Medic Bag (Includes AED & EMS to perform as Paramedic at an Incident)	\$ 365
Laptop/Cell Phone Usage (Usage fee for personnel to access laptops/cell phones to preform job functions at an incident)	\$ 32

Note: Each equipment rate will also include current GSA Mileage Rate

**Future equipment to be acquired

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. (The rates "wet" and includes maintenance and fuel unless incident caused)

Vehicle	Daily Rate
Pickup, SUV or Utility	\$ 95
Chipper Truck	\$ 290
Large Chipper Truck **	\$ 512
Command Vehicle	\$ 111
Mechanic Vehicle	\$ 122
Passenger Van **	\$ 78
Trailer (Rehabilitation, Incident Support or Incident Command)	\$ 2,588

**Future vehicles to be acquired

Note: Each vehicle rate will also include current GSA Mileage Rate

Note: Trailer is climate controlled, 2 separate rooms, 2 workstations with computer monitors, and extra folding tables and 4 folding chairs. Included is Starlink Internet Kit, Solar generator and (2) 2 solar panels for the Starlink, and 9500 watt gas generator.

**East Fork Fire Protection District
Fee & Rate Schedule
Effective July 01, 2026**

EMS PREPLANNED EVENT/STANDBY AGREEMENT

EMS AGREEMENT	Hourly Rate
Rescue, Firefighter Paramedic/Advanced Paramedic	\$ 357

Note: 2 Hr minimum charge

MEDICAL BILLING

MEDICAL BILLING	Hourly Rate
ALS 1 Emergency	\$ 1,762.97
ALS 2 Emergency	\$ 1,909.89
ALS 1 Nonemergency	\$ 1,762.97
BLS emergency	\$ 1,469.15
BLS non-emergency	\$ 1,469.15
BLS Return Home	\$ 433.40
SCT	\$ 2,791.38
Advanced airway	\$ 167.48
Spinal Motion Restriction	\$ 129.28
Defib	\$ 160.14
EKG	\$ 152.79
IV	\$ 139.57
Medications	\$ 167.48
Treat/no transport	\$ 229.19
Oxygen	\$ 114.59
Stand by	\$ 229.19
Treat at scene. Mod to severe	\$ 761.02
Bariatric (> 300 lbs)	\$ 229.19
Mileage *	\$ 37.52

Note: Mileage annual increase based on Western Region CPI of Gasoline (all types)

** Annual Rate Increase based on April 2026 Western Region Medical CPI, 3.4%

RESOLUTION NUMBER 2026R-003
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, annual operating plans, and service agreements with local, state and federal agencies, 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, and;

WHEREAS, a rate schedule is appropriate to recover incident response costs using rates to 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 schedule is effective July 1, 2026, until replaced.

ADOPTED this 16th day of June 2026

VOTE:

Ayes _____

Nays _____

Absent _____

Michael Sommers, President
Board of Directors
East Fork Fire Protection District

Attest:

Barbara Jolene Polish, Board Clerk

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the District's annual Workers' Compensation Insurance Program for Fiscal Year 2026/2027 as proposed by 7710 Insurance. The District budgeted an annual premium cost of \$1,211,256, with the understanding that the final premium may increase by up to 10% based on underwriting and market conditions. Approval would also authorize the District Fire Chief to execute all related insurance documents on behalf of the District upon receipt. (Brad Driscoll, Division Chief) 15 Minutes.
2. **Recommended Motion:** Motion to approve the District's annual Workers' Compensation Insurance Program for Fiscal Year 2026/2027 as proposed by 7710 Insurance. The District budgeted an annual premium cost of \$1,211,256, with the understanding that the final premium may increase by up to 10% based on underwriting and market conditions. Approval would also authorize the District Fire Chief to execute all related insurance documents on behalf of the District upon receipt.
3. **Funds Available:** Yes **Amount:** Estimated \$1,211,256
Fund Name: General Fund **Account Number:** 515-182
4. **Prepared by:** Brad Driscoll, Division Chief
5. **Meeting Date:** June 16, 2026 **Time Required:** 15 Minutes
6. **Agenda:** Administrative Agenda
7. **Background Information:** The District Administration and our worker's compensation broker, LP Insurance (Jared Rossi) have been reviewing the District's Worker's Compensation Insurance. The District is currently under 7710 Insurance for the past FY 25/26. 7710 Insurance provides worker's compensation coverage to public safety agencies, namely fire and emergency medical services throughout the country.

The 7710 Insurance Program offers a set monthly cost for 12 months, barring any personnel changes made by the District.

Agenda Item #13

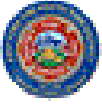
East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Presentation Only.** Budget Summary for month ending May 2026. (Julie Andress, Director of Finance/CFO) 5 Minutes.
2. **Recommended Motion:** For Presentation Only. No motion or action is necessary.
3. **Funds Available:** Yes **Amount:** NA

Fund Name: General Fund **Account Number:** Various
4. **Prepared by:** Julie Andress, Director of Finance/CFO
5. **Meeting Date:** June 16, 2026 **Time Required:** 5 minutes
6. **Agenda:** Administrative Agenda
7. **Background Information:** Attached is the Budget Summary for the period noted above.

Agenda Item #14



650--Operations Fund

East Fork Fire Protection District Budget Performance Report 91 % of Year Elapsed

	Amended Budget	Year To Date 05/31/2026	Remaining budget	% Used	% Remaining
	Amended Budget	Year to Date Actual	Remaining budget	% Used	% Remaining
Fund 650 - Operations					
Revenue					
Taxes	13,539,940.00	13,569,012.85	(29,072.85)	100 %	(0) %
Intergovernmental Revenue	4,107,319.00	2,524,418.90	1,582,900.10	61 %	39 %
Charges For Services	6,291,008.00	6,950,938.01	(659,930.01)	110 %	(10) %
Miscellaneous Revenue	789,185.00	562,857.97	226,327.03	71 %	29 %
Other Financing Sources	5,000.00	22,562.50	(17,562.50)	451 %	(351) %
Beg. Fund Bal./Reserves	6,881,827.00	0.00	6,881,827.00	0 %	100 %
Total Revenues	31,614,279.00	23,629,790.23	7,984,488.77	75 %	25 %
Expenses - All (Fund 650)					
Dept 231 - Administration					
Expenses - Salary, Wages & Benf					
Salaries & Wages	12,099,807.00	10,805,796.33	1,294,010.67	89 %	11 %
Employee Benefits	8,181,539.00	7,847,084.20	334,454.80	96 %	4 %
Total - Salary, Wages & Benf	20,281,346.00	18,652,880.53	1,628,465.47	92 %	8 %
Service & Supplies	722,632.00	323,493.71	399,138.29	45 %	55 %
Total Dept 231 - Administration	(21,003,978.00)	(18,976,374.24)	(2,027,603.76)	90 %	10 %
Dept 232 - Fire Prevention					
Service & Supplies	29,250.00	24,827.57	4,422.43	85 %	15 %
Total Dept 232 - Fire Prevention	(29,250.00)	(24,827.57)	(4,422.43)	85 %	15 %
Dept 235- Training					
Service & Supplies	159,900.00	126,022.39	33,877.61	79 %	21 %
Total Dept 235 - Training	(159,900.00)	(126,022.39)	(33,877.61)	79 %	21 %
Dept 251 - Suppression					
Service & Supplies	3,126,832.00	2,663,548.58	463,283.42	85 %	15 %
Expenses - Capital Outlay/Projects	3,588,298.00	1,752,651.73	1,835,646.27	49 %	51 %
Total Dept 251- Suppression	(6,715,130.00)	(4,416,200.31)	(2,298,929.69)	66 %	34 %
Dept 297 - Debt Service					
Service & Supplies	448,545.00	448,544.90	0.10	100 %	0 %
Total Dept 297 - Debt Service	(448,545.00)	(448,544.90)	(0.10)	100 %	0 %
Other Financing Uses	(334,653.00)	0.00	(334,653.00)	0 %	100 %
Ending Fund Bal/Reserve	2,922,823.00	0.00	2,922,823.00	0 %	100 %
Total Expenses - All (Fund 650)	31,614,279.00	23,991,969.41	7,622,309.59	76 %	24 %
Total Fund 650 - Operations	0.00	(362,179.18)	362,179.18	0 %	0 %

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, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (Michael Sommers, 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:** Alan Ernst, District Fire Chief
5. **Meeting Date:** June 16, 2026 **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, liaison to, or meetings/functions they have attended. No action taken on these reports/updates.

Agenda Item # 16

NEWSLETTER

JUNE 2026



MESSAGE FROM DISTRICT FIRE CHIEF, ALAN ERNST

As we move into the heart of the summer season, I am pleased to share several important accomplishments and milestones that continue to strengthen East Fork Fire Protection District's ability to serve our community.

This month, the Board of Directors approved the District's final budget for the upcoming fiscal year. The budget reflects our continued commitment to fiscal responsibility while ensuring we maintain the resources necessary to provide exceptional emergency services. I would like to thank our Board, executive staff, and administrative team for their thoughtful work throughout the budget process.

As part of our ongoing efforts to support our workforce and improve operational efficiency, the Board also authorized the purchase of two additional vehicles to support our light-duty fleet.

The Board also took time to recognize the outstanding career and retirement of Captain Brian Nelson. Brian dedicated more than 25 years of service to East Fork Fire Protection District and the residents of Douglas County. Throughout his career, he served with professionalism, integrity, and a steadfast commitment to mentoring the next generation of firefighters and paramedics. We thank Brian for his many contributions to our organization and wish him and his family all the best in retirement.

Another exciting milestone this month was the activation of the Genoa Handcrew, a partnership between East Fork Fire Protection District and the Nevada Division of Forestry. The crew has already responded to several incidents and is providing valuable wildland firefighting capacity throughout our region. This partnership represents another example of the collaborative approach we are taking to enhance regional preparedness and response capabilities during what is expected to be an active fire season.

As always, I am proud of the dedication and professionalism displayed daily by our personnel. Whether responding to emergencies, supporting regional partnerships, or preparing for future challenges, their commitment to our mission remains unwavering.

Thank you for your continued support of East Fork Fire Protection District. We look forward to serving you throughout the summer and beyond.

Holly Megee

Director of Administrative Services

Career Opportunities

Do you know someone who would be a great addition to our team? East Fork Fire Protection District is currently accepting applications for the following positions:

- Volunteer Apparatus Operator
- Lateral Firefighter
- Deputy Fire Chief

For complete job descriptions, qualifications, and application information, please visit www.eastforkfire.org or contact Human Resources at hr@eastforkfire.org.

Help us spread the word as we continue building a strong, talented workforce dedicated to serving our community.



Promotion Recognition

Please join us in congratulating the following employee on a well-deserved promotion:

- **ADRIAN MARQUEZ – CAPTAIN**

We extend our sincere appreciation for Adrian's dedication and leadership and wish him continued success in his new role.

Service Anniversaries

Please join us in recognizing the dedication, commitment, and years of service of the following team members celebrating service anniversaries this month. Their hard work and contributions help make East Fork Fire Protection District stronger every day.

Celebrating This Month:

- **NOLAN BROCKHAGE – 7 YEARS OF SERVICE**
- **BARBARA BENZ – 32 YEARS OF SERVICE**
- **JONATHAN PLUMER – 21 YEARS OF SERVICE**
- **GARETT ALVEY – 4 YEARS OF SERVICE**
- **JESSE FRY – 4 YEARS OF SERVICE**

Deputy Fire Chief Michael Shockey

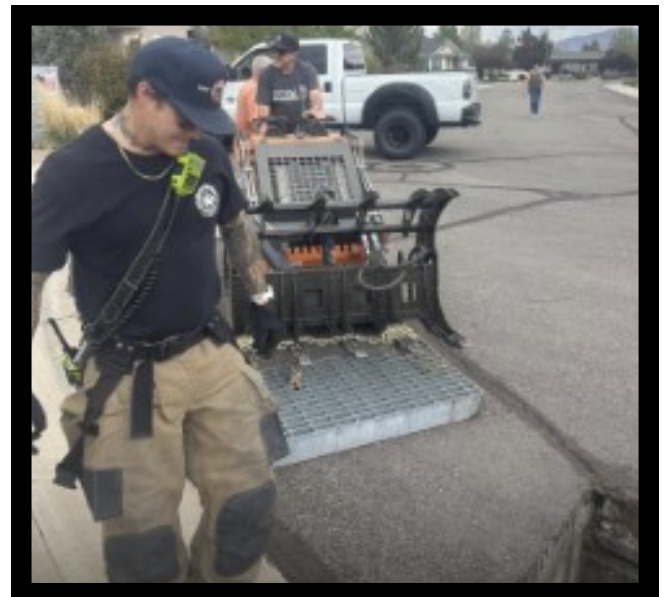
May Call Summary

- **Total Calls for Service: 677**
- **YTD: 3,230**
- **Air 12 Calls for Service: 7**



Scarcelli Elementary Students Visit Station 7

Engine 7 welcomed 55 students from Scarcelli Elementary School to Station 7 for an educational tour of the station and apparatus. During the visit, crews demonstrated various firefighting tools and equipment, provided an up-close look at emergency response vehicles, and shared important fire safety messages. The visit offered students a fun and engaging opportunity to learn about fire service operations and safety in their community.



May Incidents

Engine 7 and Rescue 7 responded to a resident request for assistance in rescuing ducklings trapped in a storm drain. Working alongside community members, crews successfully removed all 12 ducklings and safely reunited them with their mother. The rescue was a great example of teamwork between our firefighters and the residents we proudly serve.



Brad Driscoll

Division Chief

June Safety Topic

Hot Weather Preparedness

As summer temperatures rise, crews are reminded to review heat-related illness prevention and response procedures. A recent NIOSH line-of-duty death investigation highlights the serious risks associated with heat stress, even among physically fit firefighters. Key takeaways include recognizing early signs of heat-related illness, understanding that hydration alone does not prevent heat injuries, maintaining crew accountability, and promptly reporting symptoms. Supervisors are encouraged to review hot weather operations, work/rest cycles, and emergency response procedures with their personnel to help ensure everyone stays safe during the upcoming summer season.



Work Related Injuries for May

- **Required Treatment**
 - **1**
- **Report Only**
 - **2**
- **Accidents**
 - **0**

Training Updates

- On June 3, East Fork training and executive staff participated in a Large Area Wildland Response Drill alongside regional partner agencies. Hosted by the Fuels Division, the exercise provided an opportunity to strengthen interagency coordination, practice incident management strategies, and enhance preparedness for large-scale wildland fire incidents.

Deputy Fire Chief/ Fire Marshal Amy Ray

Wildfire season is upon us. Here is some important information from NFPA to keep your home safe in the event of wildfire. To increase your home's chance of surviving wildfire, choose fire-resistant building materials and limit the amount of flammable vegetation in the three home ignition zones. The zones include the Immediate Zone: (0 to 5 feet around the house), the Intermediate Zone (5 to 30 feet), and the Extended Zone (30 to 100 feet).

To reduce ember ignitions and fire spread, trim branches that overhang the home, porch, and deck and prune branches of large trees up to 6 to 10 feet (depending on their height) from the ground. Remove plants containing resins, oils, and waxes. Use crushed stone or gravel instead of flammable mulches in the Immediate Zone (0 to 5 feet around the house). Keep your landscape in good condition.

GRILLING SAFETY

Spending time with the family this summer is important. Please remember the following safety tips when grilling this summer:

- For propane grills, check the gas tank for leaks before use in the months ahead. (Watch NFPA's video on how to check for leaks below.)
- Keep your grill clean by removing grease or fat buildup from the grills and in trays below the grill.
- Place the grill well away from the home, deck railings, and out from under eaves and overhanging branches.
- Always make sure your gas grill lid is open before lighting it.
- Keep children and pets at least three feet away from the grilling area.
- If you use starter fluid when charcoal grilling, only use charcoal starter fluid. Never add charcoal fluid or any other flammable liquids to the fire. When you have or are finished grilling, let the coals cool completely before disposing in a metal container.
- Never leave your grill unattended when in use.

PREVENTION UPDATES

- Chief Ray attended the Silver State Women in Fire event in May.
- Chief Ray and Captain Mooneyhan taught Basic Fire Investigation to the staff.
- The Board of County Commissioners passed Appendix A and B for inclusion into the County Code Title 20 for East Fork and Tahoe Douglas Fire.

PLAN REVIEWS MAY

- 30 submitted
- 40 approved

INSPECTIONS FOR MAY

- 18 Construction
- 51 Annual



Director of Finance/CFO Julie Andress



FINANCIAL UPDATES



- As of May 31, 2026, the District has completed 91% of the fiscal year and remains in a stable financial position.
- Total revenues are at 75% of budget, with property tax and consolidated sales tax projecting to meet budget collections.
- Charges for services continue to show growth in relation to budget projections, reaching 110% of the annual budget.
- Total expenditures are at 76% of budget, tracking closely with the fiscal year's progress.
- Personnel costs remain the District's largest expense category and are currently at 92% of budget.
- Capital projects continue to move forward, with approximately 49% of the capital budget expended and several projects still underway.
- The District continues to monitor revenues and expenditures closely to ensure fiscal responsibility through the end of the fiscal year.
- FY 2026-2027 Final Budget has been adopted and received compliance from the Nevada Dept of Taxation.

Deputy Fire Chief Larry Goss Latest News

Facilities

- The Station Alerting System project is nearing completion. Installation at all stations has been completed and will be certified by USDD this week. Douglas County has executed its contract with Motorola for the CAD interface, and installation will begin shortly. Following installation, personnel training will be conducted before the final transition to the new system.
- Earlier this winter, the District was notified of bat activity within the attic space at Station 15. Mitigation efforts included identifying and sealing access points, installing brush guards on apparatus bay doors, and allowing the bats to naturally exit without the ability to return. The project has been successfully completed.
- Asphalt paving projects have been completed at Stations 1, 4, 6, 7, and 14, as well as the District Office.
- Several facilities have been upgraded to fiber internet service, including Stations 1, 2, 6, and 14, along with the District Office. Fiber service will provide improved reliability and performance compared to traditional coaxial internet connections.
- New windows were installed in all dorm rooms and the kitchen at Station 14. The upgraded windows, along with added insulation around the frames, will improve energy efficiency by reducing drafts and helping maintain comfortable indoor temperatures year-round.



Community

- The Explorer Program has expanded and is now accepting six additional applicants. Additionally, one East Fork Explorer has accepted a seasonal hand crew position with North Lake Tahoe Fire Protection District.
- An application for the FEMA Assistance to Firefighters Grant (AFG) has been completed and is pending Board approval. The grant request includes funding for personal protective equipment (PPE), mobile radios, a turnout gear extractor, and confined space awareness training.

Fleet

- The Rescue remount project is complete, and the unit is ready to be placed into service as Rescue 7.
- Two new staff vehicles have been purchased and are currently being upfitted with emergency response equipment and radios.



Anthony Seghieri

Executive Program Manager

Genoa Handcrew:

The joint Genoa Handcrew is now fully staffed and operational. Over the past month, crew members have participated in several training academies, including the Rookie Firefighter Academy, Tree Falling Academy, Natural Resources Academy, and Land Navigation Academy. The crew has also responded to two off-district wildland fire assignments. When not assigned to incidents, they have continued fuels reduction and mitigation projects, treating up to 1.5 acres per day.



Engines:

Both engine companies have also participated in all Nevada Division of Forestry (NDF) academies listed above, as well as an Engine Operator Academy. When not assigned to fires or training, crews have been diligently working on the Sierra Country Fuel Break project and have responded to one initial attack fire in Genoa.



Grants:

- Disaster Funds- \$942,000
- Genoa- \$78,000 (extended)
- CWPP- \$23,636

Contracts:

- Clear Creek- \$52,312



