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Agreement between

East Fork Fire and Paramedic Districts

and the

East Fork Professional Firefighters (EFPF)

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ARTICLE 1 **Parties**

This agreement is entered into this 27th day of June, 2011, by and between the East Fork Fire and Paramedic Districts (Districts) and the East Fork Professional Firefighters (Association).

ARTICLE 2 **Notices**

For the purpose of administering the terms and provisions of this agreement, notices will be sent to the following:

District Chief
East Fork Fire and Paramedic Districts
P.O. Box 218
Minden, Nevada 89423

President
East Fork Professional Firefighters
P.O. Box 994
Minden, Nevada 89423

ARTICLE 3 Recognition

A. Recognition

The Districts recognizes the Association as the sole and exclusive collective bargaining agent for all employees within job classifications covered by this Agreement who are presently employed or subsequently hired. It is further agreed that the Districts will consult with the Association regarding any new classifications created by the Districts and shall determine whether such new classification shall be included within the bargaining unit pursuant to the requirements of NRS 288 and if so will be included in B (1).

The East Fork Fire and Paramedic Districts and their Board of Trustees agrees not to enter into any other agreement written or verbal, with the employees individually or collectively covered under this bargaining unit. The Districts and Association shall agree upon any content changes to existing classifications.

B. Classifications

1. The East Fork Fire and Paramedic Districts and the Association agree that employees within the following classifications are represented by the association and shall comprise the bargaining unit hereunder:
   a. Fire Captain
   b. Firefighter / Paramedic
   c. Firefighter / EMT
   d. Training & Safety Captains
   e. Fire Captain/Investigator
   f. Fire Inspector
   g. Fire Master Mechanic/Equipment Technician

2. Any job classification not included in B (1) of this agreement shall not be used to provide minimum staffing requirements. Also, any job classification in a support role shall not be used to provide staffing for line positions covered by this agreement.

   Support roles shall be defined as Fire Captain/Investigator, Fire Inspector and Fire Master Mechanic/Equipment Technician.

C. Excluded from the bargaining unit are all seasonal, volunteer, administrative, supervisory and confidential employees.

ARTICLE 4 Association Rights

A. Bulletin Boards

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

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

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

B. Interdepartmental / Electronic Mail System

The Districts will allow limited use of the District's interdepartmental mail system and the District's e-mail system. Such use will not include mass mailings of materials not suitable for posting under Section A of this Article. All use of the District's e-mail system is subject to the District's internet and e-mail policy, including the provision that no reasonable expectation of privacy exists for messages placed on the system, and that all messages are subject to applicable provisions under the Nevada Public Records Law.

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

C. Use of Districts Copiers and Computers

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

1. Association will reimburse the Districts for all costs associated with the usage of the machines.
2. All copying and computing will be done outside of public access hours, unless authorized by management.

3. The use of the District's machines by the Association will not interfere with District's business.

D. Dues Deductions

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

1. Authorization
   The Districts will deduct dues from the salaries of Association members and remit the total deductions to the designated Association officer(s) on a biweekly basis. However, no deductions will be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form will specify any Association restrictions on the employee's right to terminate his/her dues deduction authorization. No stated restriction will require the employee to remain a member or continue dues deduction beyond the end of the calendar month of the employee's action to terminate such status.

2. Amount of Dues
   The Association will certify to the Districts in writing the current rate of membership dues. The Association will notify the Districts of any change in the membership dues at least sixty (60) days prior to the effective date of such change.

3. Indemnification
   The Association will indemnify and hold the Districts and County harmless against any and all claims, demands, suits, and all other forms of liability or costs which will arise out of or by reason of action taken by the Districts at the request of the Association under the provisions of this Article or through the proper execution of this Article.

E. Use of Districts Facilities

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

F. Meals

Each shift employee will be responsible to pay for his or her own meals. Meal cost shall not exceed established State of Nevada per diem rates. The Association will collect an agreed upon monthly assessment to supply

basic condiments supporting the employee's meals. There shall be no cost to the employer regarding meals.

ARTICLE 5 **District Rights and Responsibilities**

A. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the Districts 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 money, subject to the RIF procedures in Article 12 (Effects of Layoff).

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. Safety of the public.

B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS Chapter 288, the Districts are entitled to take whatever actions may be necessary to carry out their responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Those actions may include the suspension of this collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith.

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

D. This Article does not preclude, but NRS Chapter 288 and this section does not require the Districts to negotiate subject matters enumerated above which are outside the scope of mandatory bargaining. The Districts shall discuss subject matters outside the scope of mandatory bargaining but it is not required to negotiate those matters.

ARTICLE 6 Salaries and Pay Practices

A. Merit Increases – Pay for Performance

The parties agree that over the term of the contract, they will continue to provide merit compensation under the Pay for Performance Plan. The purpose of the Pay for Performance Plan is to recognize and reward employees who demonstrate motivation, performance above the standard scope of work and efficiency, skill, and initiative in their work, while also appropriately ranking employees who perform at or below the established level of performance for a particular position.

There will be a 2.5% salary reduction to employee's salaries the first full pay period in July 2011 which is exclusive of PERS adjustments pursuant to Article 15 and County policy/Nevada law.

1. Employees will receive an annual performance evaluation using the existing evaluation system. Pay for Performance portion of the contract will remain in effect for the life of this contract and the scoring scale will be effective July 1, 2011 to 0 – 6% score scale with a maximum 4% merit for FY 11/12 and 12/13.
2. Merit increases will not result in an employee's salary to exceed the maximum of the pay range.
3. Substantial changes to the evaluation process will require a meet and confer between the Districts and the Association.
4. Employees who receive a performance rating of 6%, 5%, 4%, or 3% and who are at the top of their pay range will receive 75% of the merit increase they would have received if the employee's salary was not at the top of their pay range in a lump sum. By way of example: an employee's salary is at the top of the salary range and receives a 5% merit score. The employee would receive 75% of the 5% merit which equates to a lump sum payment of 3.75% of his/her base pay prior to the merit increase. Top out pay and multiplier is capped at a 4% merit for term of this Agreement.
5. Employees who receive a performance rating of 6%, 5%, 4%, or 3% and who are near the top of their pay range will receive a merit increase to the top of the range. Additionally the employee will receive 75% of the difference between the top of the range and what the total increase would have been if the employee was not at the top of their pay range. By way of example: an employee is near the top of the salary range and receives a 5% merit score and receives a 2% pay increase which moves them to the top of the range. The remaining 3% that they could have received is multiplied by 75%, which equates to a lump sum payment of 2.25% of his/her base pay prior to the merit increase.
6. The lump sum payment and salary increase must not exceed the amount the Pay for Performance increase would have provided if

the employee were not at the top of the range. Any portion of a salary adjustment above the top of an employee's pay range will be paid to the individual in a lump sum payment.

B. Working Above Classification-Working in an Acting Position/Classification

Any employee assigned to work in an acting classification of Fire Captain or Training/Safety Captain or Battalion Chief will be compensated with an additional 5% of pay for all time worked in an acting capacity. This provision excludes trades between employees.

C. Call Back (for employees hired on or before July 1, 2008).

1. Call Back Defined
   Call-back is defined as compensation earned for returning to duty after an employee has completed his/her regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours notice per NRS.

2. Call Back Pay
   Call back is paid at one and one-half (1.5) times the employees hourly rate and is paid for a minimum of two (2) hours or time actually worked, whichever is greater.

D. Call Back (for employees hired after July 1, 2008).

1. Except as it may conflict with Nevada Administrative Code at 284.214, call-back pay is defined as compensation earned for returning to duty after an employee has completed his/her regular shift and is requested to return to duty with less than 12 hours' notice to respond to an emergency, except for any employee who is (1) called into work while on standby status, (2) not required to leave the premises where he/she is residing or located at the time of notification in order to respond, or (3) called back to work if the work begins 1 hour or less before or after his/her scheduled work shift.

2. Emergency means a sudden, unexpected occurrence that is declared by the governing body or chief administrative officer of the public employer to involve clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property.

3. Call Back Pay
   Call back is paid at one and one-half (1.5) times the employees hourly rate and is paid for a minimum of two (2) hours or time actually worked, whichever is greater.

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

1. Call Back is defined as returning to duty within 12 hours after one's regular working hours to respond to an emergency.

2. Emergency means a sudden, unexpected occurrence that is declared by the governing body or chief administrative officer of the public employer to involve clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property.

3. Call Back Pay
   Call back is paid at one and one-half (1.5) times the employees hourly rate and is paid for a minimum of two (2) hours or time actually worked, whichever is greater.

F. Overtime

1. Overtime Defined
   Overtime hours will be as defined by FLSA regulations. Any changes to overtime filling practices or procedures will be required to be agreed upon by the Association prior to implementation.

2. FLSA Hours
   Each employee scheduled to work 56 hour shifts will be compensated 3 hours per pay period at straight time regardless of the actual number of hours worked.

3. Compensatory Time for 40-hour employees
   Employees scheduled to work forty (40) hours per week earning overtime pay may elect compensatory time off in lieu of overtime paid. Said compensatory time off must be used within sixty (60) calendar days or it will be paid in the next pay period at the overtime rate unless this timeframe is extended in writing by the Fire Chief or designee. This section does not apply to 56-hour employees assigned to 24-hour shifts.

G. Holiday Pay

Twenty-Four Hour Shift Employees

Employees on a twenty-four hour schedule will receive two (2) lump sum allowances of sixty-six (66) hours of straight time wages on the first pay periods in December and July in lieu of working holidays. Each payment will be considered compensation for the holidays during the previous 6 month period. New employees will be compensated for a prorata share of hours based on their hire date (e.g., an employee who is hired on March 15th with 108 days left in the semi-annual period will have his/her holiday pay calculated as follows: 108 days x 100% divided by 182.5 days = 59.18%; 59.18% of 66 hours = 39.06 hours). Should additional holidays

be declared by the President of the United States, Governor of Nevada, or the Fire District Board of Commissioners and Paramedic District Board of Trustees, the disbursement will be increased by twelve hours for each additional holiday declared. Employees who leave the Districts employ prior to the start of the first pay period in December and July will not be eligible for the previous six months holiday pay.

H. Uniform Allowance

1. The Districts will provide an annual uniform allowance of $800 per employee paid retroactively. One half of the allowance will be paid the first pay period in December and June for the prior six-month period. Any changes to the Districts uniform procedure or changes to uniform requirements directed by the Districts will require the parties to meet and confer prior to implementation of the changes. Any changes may increase monies due to affected employee(s). This uniform allowance is all inclusive of uniforms, personal bedding and laundering, professional cleaning or personally desired and approved safety equipment.

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

3. All new employees hired after July 1, 2011 will be eligible to charge to an authorized vendor and/or to receive reimbursement for approved uniform items not to cumulatively exceed $1,200. Receipts for uniform items must be submitted for reimbursement. After completion of initial probation the employee will receive the next scheduled payment in Article 6 H 1.

4. A new employee who fails to pass probation shall turn in all equipment or uniforms issued or purchased through the provision of this article. Original purchase uniforms/equipment lost or damaged shall be reimbursed to the Districts by the departing employee. The Districts may require probationary employees to sign an agreement that allows the Districts to deduct the costs of unreturned equipment or uniforms from a separating employee's check or provide other relief. The Districts are solely responsible for this program including its creation and implementation.

I. Tuition Reimbursement

Tuition reimbursement will be consistent with Districts Tuition Reimbursement policy #200.17 in effect as of October 16, 2008.

J. Hazardous Materials Team Assignment Incentive

Employees certified to the levels of Hazardous Materials Technician assigned by the District Fire Chief to the Quad County Hazardous Materials Team shall receive a monthly bonus payment of $100 per month provided that the certification is maintained and all team requirements, established by the Quad-County Hazardous Materials Team Administrative Committee are met.

Employees certified to the levels defined in NFPA 1670 – Technical Rescue assigned to a recognized team officially established by the Districts and assigned to that team by the District Fire Chief will receive a monthly bonus payment of $100 per month provided that the certification and all team requirements, established by the Districts, are met.

K. Paramedic Preceptor Incentive

Any qualified employee that is assigned as a Paramedic Preceptor to an intern student will receive the Preceptor Incentive. Preceptors will perform in the preceptor capacity for a minimum of 240 hours and must follow all EFFPD operational guidelines and protocols. Preceptor incentive pay will be received following the documented completion of the internship. All necessary documentation will be forwarded to District administration.

The responsibility of Preceptor selection will remain with the Districts. If for any reason a selected employee is unable to complete the Preceptor rotation, then the Districts will select an alternate and compensate the alternate as above.

L. Paramedic Certification Compensation

Any qualified employee that is assigned to a non-paramedic certification required position above the rank of Paramedic/Firefighter, yet holds and maintains a current paramedic certification in the State of Nevada, will receive a $2,000 annual paramedic certification compensation. This will be paid in the first pay periods in December and June retroactive for the prior six-month period of time.

ARTICLE 7 Medical and Dental Insurance

A. Cafeteria Plan

1. The Districts will continue to maintain a cafeteria benefit plan. A cafeteria plan recognizes that employees have diverse needs, and allows employees to choose benefits based on their individual needs.

2. The Districts will provide eligible employees with core medical, dental, vision and life insurance individual coverage and a specific dollar amount, which will vary dependent upon which medical plan he or she has selected, and whether the employee has opted for individual coverage or family coverage.

3. Employees may use remaining funds or salary deductions toward benefits on the cafeteria menu.

4. If a High Deductible Medical Plan with Health Savings Account is offered by the Districts, an incentive will be provided for employees to participate in the plan. The Districts will meet and confer with the Association prior to implementing a change of the current medical and dental program.

5. The core medical package may be optional for employees that can provide acceptable proof of comparable coverage through another source. Approval for a waiver of the core medical package will be at the discretion of the Douglas County Human Resources Manager. If an employee waives the core medical package, the employee will receive a fixed dollar amount per month in lieu of coverage, which they may use for items on the cafeteria menu after purchase of mandatory dental/vision/life insurance coverage.

B. District Fund Contribution Toward Health Benefit Package

1. The core medical package must be purchased unless waived pursuant to Section A(5) above. If waived, the employee will receive the monthly contribution set forth in C below.

2. The Districts will provide employees with employee only coverage $515 per month toward the purchase of the core medical plan(s) or actual employee only premium cost, whichever is greater.

3. The Districts will provide employees with employee plus dependant coverage $775 per month toward the purchase of the core medical plan.

C. Monthly Contribution in Lieu of Core Medical Package

Core dental, vision and life insurance must be purchased with the monthly contribution of $350.

D. High Deductible Medical Plan with Health Savings Account

If a High Deductible Medical Plan with Health Savings Account is offered by the Districts, the Districts will provide eligible employees with core medical, dental, vision and life insurance individual coverage at a specific dollar amount, which will vary dependent upon whether the employee has individual coverage or family coverage.

1. High Deductible Medical Plan with Health Savings Account

Under the High Deductible Medical Plan with Health Savings Account, employee medical premium costs and individual plan savings accounts will be funded as follows effective January 1, 2012:

	Premium Contribution/Month	Annual Account Contribution
Employee Only	100% of Premium	$1,000
Employee + Spouse	100% of Premium	$2,000
Employee + 1 Child	100% of Premium	$2,000
Employee + 2 or More Children	100% of Premium	$2,000
Employee + Family	100% of Premium	$2,000

Annual Account Contribution Distribution

Effective January 2012, fifty percent (50%) of the annual account contribution will be deposited in individual accounts two times each calendar year (first full pay period in January and July). If a plan participant experiences a qualifying event which results in a status change during the year, the premium and account contribution will change at that time. Account contributions will be recalculated and reflect the new account contribution rate. If a plan participant experiences a qualifying event which results in a status change between January and July, the account contribution for July will prorated based on the participants status and when they had a qualifying event. The employee will receive the next scheduled account contribution payment based on the new status and contribution rate at the time.

Probationary Employees

The first year of employment, new employees will have the option of participating in the High Deductible Medical Plan with Health Savings Account or core medical plan. Half of the annual Account Contribution will be paid when the

employee is first eligible for insurance. The second half, will be made at the next lump sum payment period (January or July whichever comes first. New employees will be eligible for lump sum contributions to their High Deductible Medical account with Health Savings Account, as set forth in Section D(1) regardless of premium increases, not to exceed the Annual Account Contribution per year.

E. Premium Increases/Decreases

1. Under the High Deductible Medical Plan with Health Savings Account option, any increase in premium costs over the life of this contract will be deducted from the Annual Account Contribution amount and applied to the increased coverage expense. The Districts will absorb any premium increases from 0 – 5%. The employee's annual account contribution will decrease by the corresponding dollar amount for premium increases from 6 – 10%. The employee's annual account contribution will be decreased by half of the premium increase over 11%, the Districts will absorb the other half of the premium increase over 11%.
2. The Districts will absorb any premium increases in excess of the Districts contributions (over $515 or $775) from 0 – 5% for the HMO and PPO plans. The employee will absorb any premium increase from 6 – 10%. The employee and the districts will pay 50% each of any premium increase of 11% or more.
3. The Districts will retain any decreases in premium costs over the life of this contract.

F. Benefits Committee

Two representatives from EFPF will serve as members of the Douglas County Benefits Committee.

ARTICLE 8 Hours

A. Work Week – 56 Hour

The normal workweek for employees covered by this agreement shall consist of fifty six (56) hours scheduled in twenty four (24) hour shifts. Scheduling shall reflect three (3) platoons, "A," "B," and "C" with each platoon alternating on a schedule of two (2) consecutive twenty four (24) hour shifts then followed by four (4) consecutive twenty four (24) hour days off. Districts reserve the right to return to the Kelly or other schedule based on operational or financial requirements as determined by the Fire Chief or designee. Any change from current work schedule would be preceded by sixty (60) calendar days written notice to the union and negotiation over the impacts and effects of change.

B. Work Week – 40 Hour

The normal work week for employees covered by this agreement shall consist of forty (40) hours per week.

C. Work Week Conversion

When an employee moves from a 56 hour a week position to a 40 hour a week position, annual and sick leave balances will be multiplied by 5/7 to convert to a forty hour work week equivalent. When an employees moves from a forty (40) hour a week position to a 56 hour a week position, annual and sick leave balances will be multiplied by 7/5 to convert to a fifty-six (56) hour work week equivalent.

D. Public Access Hours

Shift hours begin at 0730 and end at 0730 the following day. In as much as NRS 288 provides for the District to schedule working hours and shifts, "Public Access Hours" are defined as 0800 to 1700 daily except as required by alarms and/or other emergencies. These hours may be modified as directed by the Chief, within the constraints of safety considerations and normal, reasonable and accepted practices.

ARTICLE 9 Leaves

A. Court Time

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

1. If an employee is summoned for jury duty on his/her regular workday, he/she will receive full pay but will refund any compensation received for time that they are being compensated by the Districts for jury duty to the Districts.

2. An employee summoned for jury duty on his regular workday will be excused for his/her entire shift. However, if the employee is excused from jury duty before 5:00 p.m. and is not required to appear for jury duty the next day, the employee will return to the workplace to complete his/her regular assigned shift. This can be waived by the Districts administration on a case-by-case basis.

3. If an employee appears on his/her regular workday in any court or before any grand jury as a party to an action arising out of his/her employment or as a witness to observations or knowledge received in the course of his/her employment, he/she will receive full pay and time off from his/her regular workday, but will refund any witness fee to the employer. However, if the employee is excused from court duty before 5:00 p.m. and is not required to appear for court duty the next day, the employee will return to the workplace to complete his/her regular assigned shift.

4. If an employee's presence is required outside of the employee's regular shift to give testimony or a statement concerning observation or knowledge made or obtained in the course of his/her employment at a deposition by subpoena or for an interview at the direction of the courts, or at the direction of the District Fire Chief, the employee will be paid overtime for the time required for such an appearance. A two (2) hour minimum payment of overtime will be paid to the employee. The employee will notify their supervisor as soon as possible when court action requires the employee to be present.

5. Employees will not serve as expert witnesses unless specifically authorized by the Districts.

B. Annual Leave

1. Basis of Accrual

All unit employees who are employed on a continuous full-time basis will accrue annual leave on the basis of the schedule below, provided they are assigned to a 56-hour work week:

CONTINUOUS SERVICE	HOURS EARNED/PAID	FACTOR
0 - 4 years	6 shifts (144 Hours)	.0495
5 - 9 years	8 shifts (192 Hours)	.0659
10 – 14 years	10 shifts (240 Hours)	.0825
15 years or more	12 shifts (288 Hours)	.0989

All unit employees who are employed on a continuous full-time basis will accrue annual leave on the basis of the schedule below, provided they are regularly assigned to a 40-hour work week:

CONTINUOUS SERVICE	HOURS EARNED/PAID	FACTOR
0 - 4 years	88 hours	.0423
5 - 9 years	136 hours	.0654
10 – 14 years	160 hours	.0769
15 or more years	176 hours	.0846

2. Accrual during Probation

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

3. Payment on Separation

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

4. Payment on Death

If an employee dies, who was entitled to accumulated annual leave under the provisions of this Article, the heirs of the deceased employee will be paid an amount of money equal to the number of hours of annual leave earned or accrued multiplied by the hourly rate.

5. Carry-over of Annual Leave to Following Year

A total of no more than 336 hours (56 hour employees) or 240 hours (40 hour employees) of annual leave may be credited to an employee. Any unused hours will be removed as of December 31 of the calendar year.

6. Approval for Use of Annual Leave

All annual leave will be taken at a time mutually agreeable to the employee and his/her supervisor within the guidelines of the most recent applicable Districts Policy. The parties agree to meet and confer to write an annual leave procedure during the life of this contract.

a. Annual leave hours will be considered hours worked for FLSA purposes.

7. Compliance with FLSA

The Districts 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 Districts will notify the Association of proposed changes prior to implementation. Upon request by the Association, the Districts 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.

8. Catastrophic Leave

Annual leave balances in excess of 336 hours (56hour employees) and 240 (40 hour employees) hours will be credited to the employee's sick leave as a new category as catastrophic sick leave which along with sick leave is subject to the overall sick leave current maximum. The catastrophic sick leave can be used by the employee when the employee's sick leave reaches zero or donated to another employee under paragraph C and will not exceed the maximum allowed accrual of sick leave.

C. Sick, Bereavement, and Injury Leave

1. Sick Leave

a. Basis of Accrual

All unit employees who are employed on a continuous full-time basis will accrue sick leave at the rate of .0495 hours for each hour paid up to a maximum of one hundred and forty-four (144) per year for 56-hour employee or 88 hours for 40-hour per week employees (.0423 hours for each hour). Only regular hours paid will affect sick leave accrual.

In the event a minimum manning policy is implemented during the life of the contract which reduces the District's sick leave liability, effective July 1 of the next fiscal year, all unit employees who are

employed on a continuous full-time basis will accrue sick leave at a rate of .0577 hours for each hour paid up to a maximum of one hundred and sixty eight (168) hours per year. Only regular hours paid will affect sick leave accrual.

b. Maximum Accrual

A total of no more than one thousand and eight (1008) hours of regular sick leave may be credited to an employee. However, twenty-four hour employees who have one thousand and eight (1008) hours of sick leave accrued as of January 1 of each calendar year will accrue an additional one hundred and forty-four (144) hours during the calendar year, which may be used when accrued during that calendar year. Any unused hours will be removed as of December 31 of the calendar year.

A total of no more than seven hundred twenty (720) hours of regular sick leave may be credited to a 40-hour employee. Any unused hours will be removed as of December 31 of the calendar year.

c. Authorization for Usage

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 sickness, injury or when receiving necessary medical or dental service, or in accordance with the Family and Medical Leave Act. Written medical verification for sick leave for more than two (2) consecutive shifts for 56-hour employees or 5 consecutive work days for 40-hour employees will be required and submitted to the appropriate Chief Officer. An employee may be required to be examined by a physician selected by the Districts for verification purposes and paid for by the Districts 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 not be considered hours worked for FLSA purposes.

2. Bereavement Leave

Bereavement leave of four shifts for 56-hour employees or 80 hours for 40-hour employees of accumulated sick time may be taken for a death in the employee's immediate family. The District Chief may approve bereavement leave for a longer period of time. Immediate

family is defined as a spouse, parents, children, brothers, sisters and grandparents of the employee or the employee's spouse. In the case of any other relative of the employee, the District Chief may authorize such sick leave and will so notify the Douglas County Human Resources Manager in writing.

3. Injury Leave

a. An employee within this bargaining unit, who suffers an injury during the course of his/her employment will be entitled to Injury Leave and subject to any limitations imposed by this chapter or state law. Injury means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result and resulting from external force, including injuries to artificial body parts. Any injury sustained by an employee while engaging in an athletic or social event sponsored by the employer will be deemed not to have arisen out of or in the course of employment unless the employee received compensation for participation in the event.

For employees injured on duty and accepted for worker's compensation benefits which is exceeds 2 shifts for 56-hour employees or 40 regularly scheduled hours for 40-hour employees, the Districts will cover the remainder of all required leave for up to 120 calendar days. During the 120 calendar days no employee leave deduction (sick, vacation, or comp time) will be used. After 120 calendar days the employee will use accrued leave. Light duty will be made available to employee at the convenience of the Districts. The employee must follow all prescribed written safety policies and procedures to qualify for Injury Leave (e.g. wearing full protective clothing and equipment when necessary, using tools and equipment properly, and exercising prudent care while performing assigned functions).

An employee may request injury leave at any time following the injury to the Deputy Chief (training and safety) or his/her designee. Acceptance or denial of Injury Leave is not subject to the grievance procedure. However, the employee may appeal in writing to the District Chief within ten (10) days of being denied Injury Leave.

When an employee is eligible at the same time for benefits under applicable sections of the Nevada Revised Statutes and for sick leave or injury leave benefit, the amount of sick

leave or injury leave benefit paid to said employee shall not exceed the differences between their normal salary and the amount of any benefit received, exclusive of payment of medical or hospital expenses under required sections of the Nevada Revised Statutes for that pay period. Any usage of such leave shall be deducted from the employee's sick leave balance. The employee may apply for short-term disability subject to acceptance by the insurance carrier.

The Districts will follow state law with respect to Occupational Illness or Disease.

b. Total Compensation
When an employee is eligible for benefits under Chapter 616 or 617 of the Nevada Revised Statutes, the payments provided to an employee under those chapters of the Nevada Revised Statutes, exclusive of payment of medical or hospital expenses, will be the total compensation received by the employee. Employees may use annual leave, compensatory time off, or sick leave to cover the one-third of wages not paid by Public Agency Compensation Trust (PACT) or Injury Leave as stated above.

4. Leave Donation
Employees covered by this contract who require additional leave time due to a catastrophic illness or injury may request additional leave time through notification to the EFPF executive board. All donations to the requesting employee will only be donated from the donor's annual leave bank or catastrophic 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 represents to the requesting employee. Any unused donated time will be returned to all donors on a prorated basis after being recalculated. No employee will receive more than 240 donated hours (56 hour employees) and 160 donated hours (40 hour employees) in a calendar year.

D. Sick Leave Payoff

1. Employees with 10 years of service will be compensated at the rate of 40% of the normal hourly rate for all hours of accrued sick leave upon termination from the employment of the Districts. An additional 1% in compensation will be paid upon termination of employment for each year of service over ten years to a maximum of 50%. No employee will be entitled to receive the compensation provided for by this section for accrued sick leave until he/she has

served a minimum of ten years in Districts employment.

2. Sick leave payoff amounts may be directed by the employee into post retirement medical account should a program be developed and offered by the Districts. The Districts and the Association will meet and confer prior to implementation of such a program. Failure to develop, implement or meet and confer the possible establishment of such a program will not be grounds for violation of this article, will not be subject to the grievance procedure of this contract, is subject to all applicable state and Federal laws, and is solely at Districts' discretion.

3. At the employee's option, instead of being compensated directly for sick leave, the Districts, with approval of PERS, will transfer compensable sick leave at the calculation referenced in D(1) through the provided Deferred Compensation Programs offered and then, at the employee's initiative, be converted to PERS retirement credits.

E. Light/Modified Duty Assignments

1. For any employee covered by this agreement whose physical condition prevents him/her from performing his/her normal work duties as assigned, at the convenience of the Districts, the Districts may place him/her in an assignment in which the employee can perform work consistent with his/her condition. The Districts agree to place employees into light duty assignments within the Districts areas of responsibility.

2. Employees who have been on authorized Injury Leave due to work-related injury under applicable workers' compensation law will, upon release from his/her doctor and upon presentation of said release, return to work in a light duty assignment if one is available. Any assignments to light duty will be in conformance with limitations imposed by the employees treating physician, and no employee will be assigned light duty tasks that would predictably prolong the rehabilitative process or otherwise increase the risk of further injury.

3. The intent of this provision is to permit employees to return to work as soon as is medically possible within the requirements of applicable workers' compensation laws. Further, the parties understand that light duty refers to tasks other than the full range of the employees' regular assigned duties.

4. Nothing in this section will require the Districts to create a light duty assignment.

5. The assignment to a light duty assignment under this section will not be optional for the employee. If an employee turns down the assignment, no regular compensation will be provided. Sick Leave, Annual Leave, or Leave Without Pay use is permitted.

F. Leaves of Absence

1. Eligibility
   Leave without pay (LWOP) may be granted to an employee who desires time off from the Districts service and does not have annual leave or compensatory time off available.

2. Short Term LWOP
   LWOP of thirty (30) days or less may be granted for the good of the public service by the appointing authority.

3. Long Term LWOP
   LWOP of thirty (30) days or more may be granted for the good of the public service by the appointing authority. The employee will retain his/her status as a public employee and the pay, accrued leave, and benefits accrued prior to the leave for a period not to exceed twelve (12) consecutive weeks or a period allowed by the Family and Medical Leave Act. Leave must be approved by the District Chief or Districts Board.

4. 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 Districts 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 hour shift.

   The employee will make their reserve status known to the Districts 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.

5. If an employee is off work for more than one (1) month due to any type of leave or shift trading arrangement due to an injury or illness, the District may require the employee to undergo a medical

examination to determine fitness for duty. The cost of the medical examination shall be at the District's expense. The physical shall be a fit for duty physical examination related to the injury or illness. The employee may appeal the decision by providing a written second opinion to the Districts by a doctor of the employee's choice at the employee's cost.

G. Professional Development Leave

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

All unit employees who are employed on a continuous full-time basis and assigned to a 56-hour work week, shall be given up to thirty six (36) hours of professional development leave per fiscal year which may not be carried over from year to year. Professional development time must be scheduled and approved by a Deputy Fire Chief or Fire Chief and is subject to operational requirements of the Districts.

H. Association Business

The Executive Board members or their designee of Local #3726 will have access to a "pool" of ninety-six (96) hours per calendar year of Association business leave without loss of pay or benefits. Each of these members may draw upon this pool as may be required until such time as the ninety-six (96) hours are exhausted. It will be the responsibility of the Association president to control the usage and provide the Chief with at least a quarterly record of those hours expended from the pool during the preceding quarter by the individual(s) concerned. The Executive Board members will notify the District administration ninety-six (96) hours in advance of the time of the absence so that appropriate adjustments to staff assignments can be made.

If attending meetings while on duty is not possible, up to two (2) members of the negotiating or grievance committees will be allowed time off for such meetings. If such meetings 1) have a direct relationship to the preparation for negotiations or the processing of grievances and 2) such meetings take place at a time which such members are scheduled to be on duty. The Association will notify the District administration in advance of the time of the absence so that appropriate adjustments to staff assignments can be made. Total hours used for all purposes under this section will not exceed 96 hours.

Employees with a minimum balance of forty (40) hours of accrued annual leave may donate a maximum of eight (8) hours of accrued annual leave per year at the donee's base hourly rate in addition to the "pool" of ninety-six (96) hours. Said donated leave will be accounted for in a separate "pool" and given a cash value based on the donee's employee's base hourly rate. The maximum cash value of donated leave will not exceed $2,500 per contract year and may not be compounded from year to year to exceed the $2,500 maximum cash value. Association leave used from donated annual leave will be deducted from said pool at the user's base hourly rate and its use may not cause additional overtime for the Districts.

ARTICLE 10 Shift Trades

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

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

2. Both employees and the supervising captain must fill out, date and sign a shift trade form provided by the Districts, no less than 24 hours before the trade is to take place. Upon completion of the form, it will need to be approved by the battalion chief and entered into the district staffing software prior to the traded time being considered a binding contract. All requests made with less than 24 hours notice will require written approval by the on-duty Battalion Chief or Duty Chief.

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

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

5. Traded time in which the employee agreeing to work has the qualifications to work at the rank of the employee they have agreed to work can be entered into the Districts staffing software at the Captain level.

6. All exceptions must be approved by the on-duty Battalion Chief or Duty Chief for the scheduled day of the shift trade.

7. If the District promotes an employee outside the bargaining unit, that employee shall fulfill all of his 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. No employee with less than six months of service shall be permitted to trade.
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.

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

E. When an employee has an FMLA qualifying event, the District Fire Chief shall extend FMLA to a maximum of 10 months. During that time the employee may use annual leave, sick leave, trades, and leave without pay as the employee chooses.

ARTICLE 11 Probationary Periods

A. Initial Probation

Upon initial appointment, all unit employees will serve the equivalent of twenty-six (26) bi-weekly pay periods of full-time service as a probationary period. During this time, the employee may be dismissed without cause or right of appeal and shall be considered "at will".

B. Promotional Probation

Upon promotion to a classification with a higher salary schedule, a unit employee will serve the equivalent of twenty-six (26) bi-weekly payroll periods of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal.

1. An employee who has not completed the initial "at will" probationary period in the lower classification and accepts a promotion, the employee may have four (4) additional bi-weekly pay periods extended to the initial "at will" probation but in no event shall serve a cumulative "at will" probationary period of longer than thirty (30) bi-weekly pay periods. The employee shall be required to successfully complete the promotional probation as stated in B. The employee will only have rights to return to the previous position after successful completion of the "at will" probationary status.

2. If all employees within a classification are moved and it is considered a non-promotional movement, no probationary period is to be assessed upon the affected employees.

ARTICLE 12 Effects of Layoff

A. Layoff Order

Employees will be laid off based on lowest level of Departmental seniority in accordance with Article Management Rights and Seniority 5 or 13.

B. Notice

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

C. Bumping

In lieu of being laid off, an employee may elect to demote to any class of a lower maximum salary within the same class series. An employee being bumped will be treated as if laid off and will have the same bumping rights as provided herein. A decision to bump must be made within seven (7) calendar days of notification of layoff.

D. Posting

The names of permanent and probationary employees laid off, will be placed on the reemployment list for twenty-four (24) months. All employees eligible for rehire status must meet all eligibility requirements of the position. Employees will be recalled one time in the order in which their names are listed on the reemployment list. If a recalled employee does not accept the recall offer at that time he/she will be removed from the list.

E. Reemployment

Employees who are reemployed within twenty-four (24) months after they are laid off, will be entitled to the reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff. Upon reemployment within twenty-four (24) months, the employee will be eligible to accrue sick and annual leave at the same rate as when the layoff occurred (if a sick leave buyback option is exercised at the time of termination, no remaining sick leave accrual will be reinstated).

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

G. Should the Districts determine layoffs are necessary and will reduce shift staffing below 18 bargaining unit employees per shift, the Districts will first notify the employees who are to be laid off and then will provide a list of such employees to the Association along with applicable seniority list(s).

The Association may request to meet and negotiate over the impacts and effects of the layoffs with the Districts.

ARTICLE 13 Seniority

A. Types of Seniority

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

1. Departmental Seniority will be determined by the following criteria:
   a. An employee's Departmental Seniority will be determined based upon continuous full time employment with the Districts as determined by the hire date for a full time position.

   b. For the purpose on settling a tie, should two or more employees have the same hire date, the tied employee's seniority will be based upon their order on the ranked hiring list. If employees are tied on hiring list, the tied employee's seniority will be determined by the Fire Chief.

   c. Continuous service will be broken only by resignation of a full time position, discharge, or retirement.

2. Rank Seniority will be determined by the following criteria:
   a. An employee's Rank Seniority will be determined based upon the date an employee is hired or promoted into the rank in which they hold.

   b. For the purpose on settling a tie, should two or more employees have the same hire/promotion date, the tied employee's seniority will be based upon their order on the ranked hiring/promotion list. If employees are tied on hiring/list, the tied employee's seniority will be based upon Departmental Seniority.

   c. An employee that is demoted to a lower rank will be placed within that lower ranks seniority list, based upon the date in which they would have originally qualified for placement in that rank. If any ties exist, the above procedure will be used to determine seniority.

B. Seniority List

1. Upon completion of this agreement, lists defining the Departmental 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 Fire Chief or their

designee and the EFPF President or their designee. Once agreed upon, the list will be distributed to district office, all staffed stations and the EFPF Secretary.

ARTICLE 14 Promotion/Demotion

A. The Districts will consider its own qualified employees for promotional opportunities at the discretion of the Fire Chief up to and including all positions recognized by Article 3 of this agreement prior to considering qualified outside applicants.

1. The Districts will maintain promotional eligibility lists for 2 years for positions in Article 3.

2. Eligible employees will have the prerequisite certifications and experience for the position being tested. The Districts will not lower the prerequisite certifications and experience if no qualified employee candidates exists.

B. Nothing in this Agreement will prohibit the Districts from hiring an outside applicant for any position if, in the sole discretion of the Fire Chief or other hiring authority, no employee applicant possesses the necessary qualifications, credentials and skills for the position.

C. The Districts reserve the right to design, develop, and administer all testing procedures. Prior to the posting of testing procedures, the Association President or his/her designee will be provided an overview of the test components for review and comment.

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

D. Employees promoted to a position in a higher classification will receive a promotional salary increase of 5% not to exceed the top of the new pay range or the bottom of the new range whichever is greater. Employees demoted, either voluntarily or involuntarily, to a position in a lower classification will receive a salary decrease of 5% or greater not to exceed the top of the new salary range of the lower classification.

E. The Districts will conduct a performance review of any person within a position/classification for more than six (6) months that is promoted into a higher position/classification. A prorated merit increase will be applied to

the salary before determining promoted salary. Prorated amount will be based upon the length of time in the position since the last evaluation period.

F. After the probationary period expires, members wishing to transfer back to their respective position will apply in writing. Requests in writing for transfer back to their former position will be honored without prejudice as vacancies permit. Such members will assume their former classification at a pay rate as outlined in D above. For a period of one year following the date of transfer the employee will not be eligible for promotion during this period. This one year period shall not be considered probationary.

ARTICLE 15 Retirement

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

ARTICLE 16 Grievance Procedures

A. Definitions

1. Grievance
   A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of Districts Rights (Article 5) is not grievable. The grievance procedures of this contract may not be used to collaterally or otherwise challenge or attack separate judicial, quasi-judicial, or administrative proceedings.
2. Grievant
   A grievant is an employee, in the Association, or the Districts, who is filing 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 Districts 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 5).

3. Grievance Committee (Executive Board)
   The Grievance committee shall include at least four members of the Executive Board and the grievant.

4. Day
   Day will mean a calendar day, excluding recognized Districts holidays.

B. Process

1. Grievance Determination (Step 1)
   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.

2. Informal Resolution (Step 2)
   If the Grievance Committee believes a grievance does exist, the grievance committee shall, within thirty (30) 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, the committee shall orally discuss the grievance with the grievant's Battalion Chief or above in order to try and reach an informal resolution. A decision must be reached by the grievance committee within seven (7) days.

3. Formal Resolution (Step 3)
If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may within five (5) days of such receipt of such answer file a formal written grievance with the Deputy Fire Chief (as designated by the Fire Chief) for adjustment. The written grievance must contain a statement describing the grievance, and the remedy requested by the grievance committee. The Deputy Fire Chief shall, within five (5) days have a meeting with the grievant and within five (5) days thereafter give a written answer to the grievant.

4. Written Appeal from Formal Decision
If the grievant is not satisfied with the written answer from the Deputy Fire Chief (or designee) the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Fire Chief. Within twenty-one (21) days of receipt of the written appeal, the Fire Chief (or designee) shall investigate the grievance which may include a meeting with the concerned parties, and thereafter give written answer to the grievant. The written answer shall be final and binding unless, within fourteen (14) days of receipt of the written answer, the committee notifies the Fire Chief or designee of its intention to appeal the matter to the External Hearing Officer (EHO). See Article 18 for External Hearing Officer (EHO).

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 most recent step utilized.

2. If the Deputy Fire Chief or Fire Chief fails to respond with an answer within the given time period, the Grievance Committee may appeal a grievance to the next level as if the Committee had received a negative answer on the final day of the period available for the response.

3. The grievant may be represented by a person of the grievant's choice at the formal or informal level of this procedure.

4. Time limits and the formal level of this procedure may be waived by mutual written consent of the parties.

5. Proof of service shall be accomplished by personal service.

ARTICLE 17 Discipline

A. Basis for Disciplinary Action

The tenure and status of every post-initial probationary unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action shall be for just cause and may, in addition to the causes set forth in the written personnel ordinances and policies, rules or regulations, be based upon any of the following grounds: failure to fully perform required duties, insubordination, failure to comply with or abuse of written employer policies or rules, unexcused absences, misuse or abuse of employer property or equipment, substandard job performance, conviction of a crime, and commission of other acts which are incompatible with service to the public. If the infraction warrants serious discipline, nothing in this Article precludes the Districts from imposing the most severe without the progressive disciplinary process.

A copy of adopted County and Districts policies and procedures will be provided to the Association and to each work site. The Association will receive all updates to the County and Districts policies and procedures in a timely manner.

1. Investigatory Interviews. Prior to an investigatory interview related to disciplinary action, an employee will be notified by the Districts that he/she may be accompanied by an Association representative. Reasonable notification will be during public access hours and will be a minimum of six (6) hours prior to the investigatory interview, except when circumstances may require the investigatory interview, excluding recognized Districts holidays. The interview can be held sooner if agreed to by mutual consent.

B. Types of Discipline

Five types of discipline are recognized for purposes of applying one of the procedures under this article, they are:

1. Counseling
   Counseling is described as a process between a Captain or above and a subordinate designed to correct employee problems through identification and an action plan. It is utilized for minor discrepancies that can be remedied through early intervention. This <u>may</u> be documented in the current performance evaluation system. Counseling will be conducted by the Captain or above. Counseling is not subject to grievance.

2. Verbal Reprimand
The verbal reprimand is the second step in the disciplinary process whereas Captains or above are unable to correct behavior through the counseling phase. The verbal reprimand reinforces previous counseling sessions and will be documented in the current performance evaluation system in use by the Districts. Verbal reprimand will be conducted by the Captain or above. Verbal reprimand is not subject to grievance, remedy may be sought through normal performance evaluation process.

3. Written Reprimand
The written reprimand is the next area in the progressive discipline process and should be utilized when the previous steps have failed to correct behavior or when the initial offense or actions warrant such action. A reprimand, the details of which are committed to writing and placed in the employee's personnel file. Written reprimand will be conducted by the Battalion Chief or higher. A copy of the employee's response to a written reprimand will be attached to the written reprimand and placed in the employee's personnel file in Human Resources.

4. Short Suspension
(Severe Disciplinary Action)
Includes any disciplinary suspension(s) without pay which, when accumulated with previous disciplinary suspension(s) within a twelve (12) month period, if any, does not exceed two (2) shifts for 56-hour employees and 40 hours for 40-hour employees. Short suspension will be conducted by the Battalion Chief or higher.

5. Long-Term Suspension, Demotion or Discharge
(Severe Disciplinary Action)
Includes disciplinary suspension(s) without pay of more than two (2) shifts for 56-hour employees or 40 hours for 40-hour employees within a twelve (12) month period, demotion, or discharge. Long-term suspension will be conducted by the Deputy Fire Chief or higher.

C. Appeal from a Written Reprimand

The next level of supervisor shall review the reprimand upon the request of the employee prior to the reprimand being placed in the employee's personnel file. The supervisor shall comment on the merits of the reprimand and to the validity of the infraction. The employee may request to have representation during this process.

D. Notice

In cases involving severe discipline the person administering the discipline will provide to the employee in person a written statement containing:

1. A description of the events, which necessitated the proposed disciplinary action;
2. A statement of the charges;
3. A statement of the proposed disciplinary action;
4. Notification that the employee may review or make copies of available materials leading to the action; and
5. The right of the employee and an Association representative or counsel to meet with the Deputy Chief or Fire Chief at a given time and place or to submit in writing his/her response to the proposed action;
6. A statement of the employee's right to representation.

E. Employee's Response

An employee's opportunity to respond is not intended to be an adversary hearing. However, the employee may present witnesses in support of his/her opposition to the proposed severe discipline. The limited nature of this response does not obviate management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline. The employee may be accompanied and represented by a person of his choice during this procedure.

F. Management's Decision

Following a review of the employee's response to the proposed severe disciplinary action the person administering the discipline will serve the affected employee by personal delivery, a statement signed by him/her indicating, if applicable, management's decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.

G. Appeal from Severe Disciplinary Action

The disciplinary hearing decision may be appealed by the employee in accordance with the Grievance Procedure (Article 16) and/or the External Hearing Officer (EHO) Procedure (Article 18) of this agreement.

H. Employees serving in acting capacity of Battalion Chief classification pursuant to Article 6(B) will be subject to this Article during said acting capacity.

ARTICLE 18 External Hearing Officer

A. Designation

The External Hearing Officer (EHO) will be designated by the parties, by either party requesting a list of retired Nevada judges obtained from the Nevada Supreme Court or other agreed upon recognized arbitration associations to reduce the fiscal impact on both organizations. If the parties cannot agree on the selection of an EHO from the list, the following procedure must be utilized:

1. For the first matter that requires an EHO during the term of this agreement, the Association will first strike a name off the list, followed by a strike by the Districts. The parties will then continue to strike names in the same order until only one name remains. That person will serve as EHO.

2. On the second matter that requires an EHO during the life of the agreement, the Districts will strike first, followed by the Association until only one name remains.

3. If the individual selected as the EHO cannot hear the matter within a reasonable time, the parties will repeat the striking procedure.

B. Costs

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

C. Effect of Decision

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

D. Authority of EHO

No EHO will entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in the Association and unless such dispute falls within the definition of a grievance as set forth in Article 16, Grievance Procedure, and has been processed in accordance with all provisions thereof and herein.

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

agreement. No EHO will have the power to alter, amend or modify any Districts policy, procedure or regulation.

E. Matters Subject to EHO Procedure

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

F. Rules of Evidence

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

ARTICLE 19 Safety

A. Safety Committee

The Districts will maintain a safety committee with representation of at least one member from the Association.

B. Safety Turnouts and Equipment

1. The Districts will provide all turnouts and safety equipment needed by employees as determined by the Districts. The Districts will replace such turnouts and safety equipment when requested by a supervisor and approved by a Deputy Chief or Fire Chief.

2. Turnouts and safety equipment will conform to current National Fire Protective Association (NFPA) safety standards at the time of purchase. Replacement turnouts and safety equipment will be in compliance with NFPA standards. New hire employees will receive required turnouts and safety equipment that meets the NFPA standards. Variances or exceptions to NFPA standards may be made upon mutual agreement between the Fire Chief and Association.

3. The Districts will have the sole discretion on the final selection of specific types or style of turnouts and safety equipment as long as it meets current NFPA standards.

ARTICLE 20 Replacement of Personal Property

A. Lost, Stolen or Destroyed

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

B. Replacement Cost Limits

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

ARTICLE 21 **Savings Provision**

A. Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision will be null and void, but all other provisions of this Agreement will remain in full force and effect until otherwise canceled or amended. In the event that any provision will be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

B. In the event that Section A above is affected or Chapter 288 of the Nevada Revised Statutes is amended, the Districts and Association negotiating teams will meet on request of either party to discuss its ramification(s) on the current negotiated agreement.

ARTICLE 22 **Terms of Agreement**

Fiscal provisions of this agreement will be in effect from July 1, 2011 to June 30, 2013. All salary related items including salary increase, merits including 4% cap, insurance, etc. will be frozen at June 30, 2013 levels until a new collective bargaining agreement is agreed upon. The parties agree that the salary provisions of Article 6, A of this contract are a final and binding agreement on salary for July 1, 2011 to June 30, 2013, and that salary is not subject to reopening or further negotiation for that period of time in a contract that succeeds this contract. Non fiscal provisions of this agreement will be automatically renewed from year to year unless either party notifies the other in writing not later than February 1 that it wishes to reopen provisions for negotiation. In the event such notice is given, those provisions not reopened will automatically renew from year to year. The Association will give notice of its desire to negotiate by February 1. Unless otherwise noted herein, any changes caused by the approval of this agreement will be prospective and implemented as of the first of the payroll period immediately succeeding its formal adoption by the Districts Board.

Parties will open this contract during the term of the agreement to address negative legislative fiscal impacts and/or reductions in property, consolidated and sales tax revenues below what is budgeted in FY 11/12 and 12/13 final budget based on final State of Nevada/Department of Taxation revenue projections.

ARTICLE 23 Non-Discrimination

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

ARTICLE 24 **Successorship or Consolidation of the District**

The Districts agree to meet and negotiate over the impacts and affects of their decision to contract, subcontract, consolidate or transfer its operation(s) to a successor employer or agency. Nothing in the Article prevents the Districts from making the decision to contract, subcontract, consolidate or transfer their operation(s) to a successor employer or agency.

ARTICLE 25 Memorandum of Understanding (MOU)

A Memorandum of Understanding (MOU) shall be recognized as an amendment to an active agreement and shall expire at commencement of the next agreement, unless otherwise specified.

ARTICLE 26 **Drug and Alcohol Free Workplace**

The County's "Drug and Alcohol Free Workplace Policy" #100.14 in effect as of May 1, 2010 is incorporated herein and there shall be no changes to said policy addressing post employment testing applicable to bargaining unit employees unless the District negotiates such changes with the Association.

FOR THE DISTRICTS:

Charles P. Cockerill
Chief Negotiator

Nancy McDermid, Vice-Chairperson
East Fork Fire and Paramedic Districts
Board of Trustees

27 June 2011
Date

FOR THE ASSOCIATION:

Matthew J. Hill, Chief Negotiator
East Fork Professional Firefighter
Association

6/24/11
Date

CERTIFIED COPY
The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: July 8, 2011

Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By _____ Deputy

DOC # 0786177
07/11/2011 09:14 AM Deputy: SG
OFFICIAL RECORD
Requested By:
DC/HUMAN RESOURCES

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 56 Fee: 0.00
BK-0711 PG- 1518 RPTT: 0.00

Assessor's Parcel Number: N/A

Date: JULY 8, 2011

Recording Requested By:

Name: DARCY WORMS, HR

Address:

City/State/Zip:

Real Property Transfer Tax: $ N/A

AGREEMENT #2011.152

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.