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EAST FORK PROFESSIONAL FIREFIGHTERS
EMPLOYEE AGREEMENT #2014.234

(Title of Document)

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Agreement between

East Fork Fire Protection District

and the

East Fork Professional Firefighters

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ARTICLE 1 Parties

This agreement is entered into this sixth day of November, 2014, by and between the East Fork Fire and Paramedic Districts ("Districts") and the East Fork Professional Firefighters Association, International Association of Firefighters, Local 3726 ("Association").

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ARTICLE 2 Notices

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

District Fire 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

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ARTICLE 3 Recognition

A. Recognition

The District recognize 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 by the District. The District also recognizes the Association as representing the personnel engaged in fire prevention/investigation, suppression, medical services, and fire equipment/apparatus repair and maintenance within the boundaries of the District. It is further agreed that the District will consult with the Association regarding any new classifications created by the District and shall determine whether such new classification shall be included within the bargaining unit pursuant to the requirements of NRS chapter 288 and added to the list of represented job classifications in Article 3, Section B(1).

The District and the Board of Fire Commissioners agree to not enter into any other agreement, whether written or verbal, with the employees covered under this bargaining unit, whether individually or collectively. The District and Association shall agree upon any changes to existing job classifications.

B. Classifications

1. The District and the Association agree that employees within the following classifications are represented by the Association and will comprise the members of the bargaining unit:
   a. Fire Captain
   b. Engineer
   c. Firefighter / Paramedic
   d. Firefighter / EMT
   e. Firefighter
   f. Training & Safety Captains
   g. Fire Captain/Investigator
   h. Fire Inspector
   i. Fire Master Mechanic/Equipment Technician

2. Any job classification not included in Article 3, Section 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.

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Minimum staffing for line positions will be as followed:

Training Safety Position: Fire Captain
Engine\Brush: Fire Captain and Engineer (once applicable)
Rescue: Firefighter\Paramedic and Firefighter\EMT
Squad: Engineer (once applicable)
Truck: Fire Captain and Engineer (once applicable)
Tender: Engineer (once applicable)

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

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

C. Definitions:

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

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

2. 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.

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ARTICLE 4 Association Rights

A. Bulletin Boards

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

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

Posted notices will not be obscene, defamatory, or relate to political office, ballot issues or proposed ballot issues or the ballot process, nor will any notice pertain to public issues that do not include the District or its relations with the District's employees. All notices posted by the Association must be dated and signed by a member of the Association's Executive Board. The District's equipment, materials, supplies, or interdepartmental mail systems will not be used by the Association for the preparation, reproduction, or distribution of notices, except as specifically allowed in Article 4, Sections B and C below, nor will such notices be prepared by District's employees during public access hours.

B. Interdepartmental / Electronic Mail System

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

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

C. Use of the District's Copiers and Computers

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

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

D. Dues Deductions

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

1. Authorization

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

2. Amount of Dues

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

3. Indemnification

   The Association will indemnify and hold the District, Douglas County, and their 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 District under the provisions of Article 4.

E. 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.

F. Meals

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

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

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ARTICLE 5 District's Rights and Responsibilities

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 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. 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 their 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 their 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 are not required to negotiate those matters that are not the subject of mandatory bargaining.

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ARTICLE 6 Salaries and Pay Practices

A. Definitions

For the purposes of this Agreement, the following terms have the indicated meaning:

"Base Hourly Wage" means the amount earned at the employee's hourly rate. Base wage or base pay does not include incentives, overtime or additional pay, etc.

B. Step-in-Grade Pay Scale

The parties desire to establish a pay range for each job classification as described in more detail in the summary attached as Exhibit "A" to this Agreement. The pay scales for each job classification, effective July 1, 2014, are as follows:

Job Classification	Entry Pay Step	Minimum Hourly Wage	Top Pay Step	Maximum Hourly Wage
Battalion Chief	FP-56	$24.79	FP-90	$34.77
Investigator	FP-34	$27.88	FP-68	$39.10
Captain	FP-33	$19.72	FP-67	$27.65
Engineer	FP-18	$16.98	FP-52	$23.82
FF[1]/Paramedic	FP-18	$16.98	FP-52	$23.82
FF/EMT-II	FP-1	$14.34	FP-35	$20.11
Inspector	RP-45	$19.34	RP-79	$27.12
Mechanic	RP-53	$20.94	RP-87	$29.37

C. Salary Range Adjustment

The parties desire to increase the salary range for each job classification during the term of this Agreement. Each salary adjustment will increase the Entry Step and Top Step of each job classification as indicated below. Each employee subject to the terms of this Agreement will receive, at the same time the salary range adjustment occurs, a raise equal to the number of corresponding steps as indicated:

1. Adjust each employee's current base wage up to the closest step within the new salary ranges, effective July 1, 2014.

2. In the first full pay period of April 2015, every employee will receive a three step increase.

[1] "FF" is an abbreviation for firefighter.

In no case will a salary range adjustment result in an employee exceeding the following Top Step for the indicated job classifications during the term of the Agreement:

Position	Top Step	Maximum Hourly Wage
Battalion Chief	FP-93	$35.82
Investigator	FP-71	$40.69
Captain	FP-70	$28.49
Engineer	FP-55	$24.54
FF/Paramedic	FP-55	$24.54
FF/EMT-II	FP-38	$20.72
Inspector	RP-82	$27.94
Mechanic	RP-90	$30.26

D. Merit Increases – Pay for Performance

1. The purpose of the Performance Management Plan ("PMP") 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.

2. The parties agree to establish a preferred merit scoring system for use in future labor contracts, when financially feasible, based upon the following scale:

PMP Score:	100 - 97	=	7 Steps
	96 - 93	=	6 Steps
	92 - 89	=	5 Steps
	88 - 86	=	4 Steps
	85 – 0	=	No Step Increase

However, the following PMP scoring system will be used during the term of this Agreement:

PMP Score:	100 - 97	=	4 Steps
	96 - 93	=	3 Steps
	92 - 89	=	2 Steps
	88 - 86	=	1 Step
	85 – 0	=	No Step Increase

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Scores that include a fraction will be rounded to the closest whole number. For example, a score of 92.5 would be rounded to 93. A score of 89.4 would be rounded to 89.

3. Merit increases must not result in an employee's salary to exceed the Top Step of the employee's job classification.

4. Before a change is made to the PMP evaluation process, which will impact an employee's performance rating, the District agrees to meet and confer with the Association.

5. Employees who receive a performance rating of greater than or equal to 85.5% and who are at the Top Step of their job classification will receive, in a lump sum, 75% of the merit increase they would have received if the employee's salary was not at the top of their pay range as a single lump sum payment.

   By way of example: An employee whose salary is at the Top Step of the salary range for the employee's job classification and receives a performance rating that would result in a four step salary increase will receive a lump sum payment equal to 75% of the wage increase associated with a four step increase in the employee's job classification.

6. Employees who receive a performance rating of greater than or equal to 85.5% and who are near the top of their salary range will receive a merit increase sufficient to raise them the number of steps necessary to move them to the Top Step of their job classification. Additionally, the employee will receive, in a lump sum, 75% of the difference between the Top Step of their job classification and what the total wage increase would have been if the employee was not at the Top Step of their job classification.

   By way of example: An employee who is near the top of the salary range and receives a performance rating that would result in a four step increase and only receives a two-step pay increase, which moves the employee to the Top Step of the employee's job classification, will receive a lump sum payment equal to 75% of the value of the remaining two-step pay increase the employee would otherwise have received.

7. The lump sum merit payment and salary increase must not exceed the amount the Pay for Performance increase would have been given if the employee were not at the top of the salary range (Top Step of the employee's job classification). Any portion of a salary increase that would otherwise increase the employee's salary

above the Top Step of the employee's job classification will be paid to the individual in a lump sum payment.

E. Working Above Job Classification or Working in an Acting Position/Job Classification

Any employee assigned to work in an acting classification of Paramedic, Engineer, Fire 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. Temporary promotions are subject to the conditions of Article 14.

F. 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.

G. 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.

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H. 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.

I. Overtime

1. Overtime Defined
   Overtime hours will be as defined by FLSA regulations. Any changes to the District's overtime filling practices or procedures will 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.

J. 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 June 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 pro rata 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 District's employment prior to the start of the first pay period in December and July will not be eligible for the previous six months holiday pay.

K. Uniform Allowance

1. Effective July 1, 2014, the District will provide an annual uniform allowance of $900 per employee. Four Hundred and Fifty Dollars ($450) will be paid to the employee in the first pay period in December and June of each year during the term of this contract for the prior six-month periods.

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

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

3. All new employees 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 the successful completion of the initial probation period, a new employee will receive the next scheduled uniform allowance payment per Article 6(H)(1).

4. Any new employee who fails to pass probation shall turn in all equipment or uniforms issued or purchased through the provisions of this Article 6 to the District. Any purchased uniforms or equipment lost or damaged during the probation period shall be reimbursed to the District by the departing employee. The District may require probationary employees to sign an agreement that allows the District to deduct the costs of unreturned equipment or uniforms from a separating employee's check or provide other relief. The District is solely responsible for this uniform program, including its creation and implementation.

L. Tuition Reimbursement

Tuition reimbursement will be consistent with the District's Tuition Reimbursement Policy Number 200.17 in effect as of the execution of this

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agreement. In addition to provisions outlined in Policy Number 200.17, tuition shall 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 to include:

Hazardous Materials
Various Rescue Disciplines and Specialties
EMS Recertification Courses
Vehicle and Machinery Extrications
Explosive Ordinance Disposal
Wildland Firefighting
Apparatus Operations
Promotional Workshops
Leadership Classes
Fire Investigations\Cause
Fire Prevention
Plan Review
Emergency Vehicle Maintenance

M. 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 Hazardous Materials Incentive payment provided that the required certification is maintained and all team requirements, as established by the Quad-County Hazardous Materials Team Administrative Committee, are met by the employee.

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

Effective the first full pay period of July 2014, the Hazardous Materials Incentive is equal to one and one half percent (1.5%) of the qualifying employee's Base Hourly Wage.

N. Paramedic Preceptor Incentive

Any qualified employee that is assigned as a Paramedic Preceptor to an intern student will receive a Preceptor Incentive of $300 for every 120 hours of service up to a maximum of $1,200 per intern. Preceptors must perform in the Preceptor capacity for a minimum of 240 hours and must follow all operational guidelines and protocols established by the District. Preceptor incentive pay will be received following the documented

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completion of the internship. All necessary documentation will be forwarded to the District.

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

O. Paramedic Certification Incentive

Any employee that is assigned to a job classification that does not require non-paramedic certification required position above the rank of Paramedic/Firefighter but holds and maintains a current paramedic certification in the State of Nevada, will receive a Paramedic Certification Incentive.

Effective the first full pay period of July 2014, the Paramedic Certification Incentive is equal to two percent (2.0%) of the qualifying employee's Base Hourly Wage. The Paramedic Certification Incentive will be paid retroactively to July 1, 2014.

P. Training and Safety Assignment Incentive

1. Any Fire Captain assigned to the Training and Safety Assignment (the "Training Assignment") will receive Training and Safety Assignment incentive pay equal to six percent (6%) of the Base Hourly Wage of the Captain filling the assignment (the "Training Incentive"). The Training Incentive will commence on the first day the Training Assignment is accepted.

2. After filling the Training Assignment for 12 months, the Training Incentive will increase to a total of nine percent (9%) of the Base Hourly Wage of the Captain filling the Training Assignment after acting within the Training Assignment for at least 12 consecutive months.

3. After filling the Training Assignment for 24 months, the Training Incentive will increase to a total of twelve percent (12%) of the Base Hourly Wage of the Captain filling the training Assignment and will remain at 12% during the remainder of the time the Captain fills the Training Assignment.

4. Any Fire Captain performing the Training Assignment will continue to receive a PMP evaluation on the Fire Captain's promotional date.

5. When a Fire Captain leaves the Training Assignment and resumes the regular duties of a Fire Captain, the Fire Captain will no longer be eligible to receive the Training Incentive and will only receive the

employee's Base Hourly Wage and any other incentive pay the employee is otherwise entitled to receive.

6. If a Fire Captain that is filing the Training Assignment is promoted to Battalion Chief, then the Fire Captain will receive a promotional salary increase of 7 steps above his or her current base wage plus the Training Incentive s/he was receiving immediately prior to his or her promotion.

7. Any Fire Captain that returns to the Training Assignment will receive the Training Incentive based on the number of total months the Captain has filled the Training Assignment, whether consecutively or non-consecutively.

8. A Fire Captain assigned to the Training Assignment will fulfill those duties for a minimum of one year. Only one Training Assignment will be vacated on a voluntary basis during any consecutive six-month period. No more than two Fire Captains may voluntarily vacate a Training Assignment during any consecutive 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 12-month period, unless otherwise specified by the Fire Chief or Deputy Fire Chief.

Q. Engineer Job Classification

The District will staff the "Engineer" job classification by no later than February 1, 2016. Any employee promoted to the Engineer job classification during FY 2014-2016 will not be eligible to receive a promotional pay increase under Article 14.

R. Incentive Pay is Not Cumulative

All incentive payments do not compound and are additive. For example, during FY 2014-15, a Captain (FP-61) at an hourly rate of $26.05 would receive the following incentives (if applicable):

Base Rate:	$26.05
Two Years as a Training Captain:	$2.61 (12% of $26.05)
Paramedic Incentive:	$0.52 (2% of $26.05)
Hazardous Materials Incentive:	$0.39 (1.5% of $26.05)
Total Incentives:	$3.52
Hourly Wage:	$29.57

ARTICLE 7 Medical and Dental Insurance

A. Cafeteria Plan

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

2. The District will offer eligible employees' medical, dental, vision and life insurance individual coverage or family/dependent coverage.

3. A High Deductible Medical Plan with Health Savings Account is offered by the District, an incentive will be provided for employees to participate in the plan. The District will meet and confer with the Health Benefits Committee prior to implementing a change of the current health benefit plan

4. The health benefit plan, in whole or in part, may be optional for employees that can provide acceptable proof of comparable coverage through another source. Approval for a waiver of the health benefit plan will be at the discretion of the District Chief after consulting with the Insurance & Benefits Committee. If an employee waives the core medical package, the employee will receive a fixed dollar amount per month in lieu of coverage, which they may use for items on the cafeteria menu offered by the District including Life, Dental and Vision, if they choose.

5. If a High Deductible Medical Plan with Health Savings Account (HSA) is not offered, a High Deductible Medical Plan with a Health Reimbursement Arrangement (HRA) may be offered in its place. If an HSA is not offered, Article 7 shall be reopened and plan changes negotiated.

B. District Fund Contribution for Health Benefit Package

1. A health benefit plan must be chosen unless waived pursuant to Section A(4) above. If waived, the employee will receive the monthly contribution set forth in 7.C below.

2. The District will provide employees with employee-only coverage at the actual employee-only cost for the PPO or HSA health plan selected by the employee subject to 7.E.

3. The District will provide employees with employee plus dependent coverage at the actual employee/dependent premium cost for the PPO or HSA health plan selected by the employee subject to 7.E.

C. Monthly Contribution in Lieu of Health Benefit Plan

Dental, vision and life insurance may be purchased with the monthly contribution of $350.

D. High Deductible Medical Plan with Health Savings Account

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

1. High Deductible Medical Plan with Health Savings Account:

   Under the High Deductible Medical Plan with Health Savings Account, employee medical premium costs and individual plan savings accounts will be funded as follows, effective July 1, 2014, including the July 2015 payment:

	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

2. Annual Account Contribution Distribution

   Fifty percent (50%) of the annual account contribution will be deposited in individual accounts two times each calendar year (the first full pay periods 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 participant's status when they had a qualifying event. The employee will receive the next scheduled account contribution payment based on the new status.

3. Probationary Employees

   During the first year of employment, new employees will have the option of participating in the High Deductible

Medical Plan with Health Savings Account or PPO medical plan.

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

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

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

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 during the life of this contract will be deducted from the Annual Account Contribution amount and applied to the increased coverage expense. The District will pay for any insurance premium increases from 0 – 5%. The employee will pay for any insurance premium increases from 6 – 10% through a deduction from the District's annual contribution to the employee's HSA account. The District's annual contribution to the employee's HSA account will be decreased by half of any premium increase over 10% and the District will absorb the other half of the premium increase over 10%.

2. The District will absorb any premium increases from 0 – 5% for the PPO plan. The employee will pay for any insurance premium increases from 6 – 10%. The employee and the District will each pay 50% of any premium increase greater than 10%.

3. The District will retain any decreases in premium costs during the term of this agreement.

4. For the purpose of calculating future premium increases/decreases, the premiums in effect as of October 1, 2014, will be used by the parties as the baseline for calculating premium increases.

F. Benefits Committee

1. The District shall maintain an Insurance & Benefits Committee comprised of a total of three members and three alternates. The Committee shall consist of one member and one alternate from the District and two members and two alternates from the Association, representing the EFPF and EFPFBC members assigned by the Association President or his/her designee. The Insurance & Benefits Committee will be responsible to:
   - Provide suggestions regarding benefits to the District Fire Chief
   - Act as an advisory panel to the District Fire Chief
   - Work with the District's broker/TPA to resolve any plan issues
   - Work with the District's broker/TPA for renewal.
   - Work with the District's broker/TPA for open enrollment
   - Work with the District's employees to resolve any plan/compensation/insurance issues
   - Other benefits related issue/tasks as assigned by the District Fire Chief
2. While the District's employees continue to receive supplemental benefits through Douglas County, one (1) representative from the Association will sit on the Douglas County Benefits Committee.

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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. Any change from current work schedule would be preceded by 60-calendar day written notice to the Association 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 employee 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 07:30 and end at 07:30 the following day. In as much as NRS Chapter 288 provides for the District to schedule working hours and shifts, "Public Access Hours" are defined as 08:00 to 17:00 daily except as required by alarms and/or other emergencies. These hours may be modified as directed by the Fire Chief, within the constraints of safety considerations and normal, reasonable and accepted practices.

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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 jury duty to the District for any workdays that were missed.

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 District's 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 District. However, if the employee is excused from court duty before 5:00 p.m. and is not required to appear for court duty the next day, the employee will return to the workplace to complete his/her regular assigned shift.

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 District.

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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 – 19 years	12 shifts (288 Hours)	.0989
20 – 24 years	14 Shifts (336 hours)	.1154
25 years or more	16 Shifts (284 hours)	.1319

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 - 19 years	176 hours	.0846
20 years or more	200 hours	.0962

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 District 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 504 hours (56 hour employees) or 240 hours (40 hour employees) of annual leave may be credited to an

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employee. Any unused hours on December 31 will be transferred into the employees Sick Leave balance.

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 District 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 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.

8. Catastrophic Leave

Annual leave in excess of 504 hours may be converted to an employee's sick leave bank.

C. Sick, Bereavement, and Injury Leave

1. 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 of .0658 hours for each hour paid up to a maximum of one hundred and ninety-two (192) 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.

b. Maximum Accrual

A total of no more than one thousand five hundred and twelve (1,512) hours of regular sick leave may be credited to an employee. However, 56-hour employees who have one thousand five hundred and twelve (1,512) hours of sick leave accrued as of January 1 of each calendar year may accrue

an additional one hundred and ninety-two (192) 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 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 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 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.

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 District will be deemed not to have arisen out of or in the course of employment unless the employee received compensation for participation in the event.

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 District 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 District. 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 District 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 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. No employee will receive more than 240 donated hours (for 56-hour employees) or 160 donated hours (for 40-hour employees) in any calendar year.

5. Verification of Leave Use
The District reserves the right to investigate any employee's use of sick or injury leave under Article 9 and to otherwise the substantiate the factual basis for an employee's absence from work if sick or injury leave is used during the same week that the employee accrues overtime.

D. Sick Leave Payoff

1. 56-hour employees may be compensated for a maximum of 756 hours as follows:

0-9 years	0 %
10 years	50 %
11 years	52.5 %
12 years	55 %
13 years	57.5 %
14 years	60 %
15 years	62.5 %
16 years	65 %
17 years	67.5 %
18 years	70 %

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19 years	72.5 %
20 years	75 %

2. 40-hour 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 the employee's voluntary separation 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 District's employment.

3. Sick leave payoff amounts may be directed by the employee into a post-retirement medical account if a post-retirement program is developed and offered by the District. The District and the Association will meet and confer prior to the implementation of such a program. The failure to develop, implement or meet and confer the possible establishment of such a program will 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 the District's discretion.

4. At the employee's option, instead of being compensated directly for sick leave, the District, 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 District, the District may place him/her in an assignment in which the employee can perform work consistent with his/her condition. The District agrees to place employees into light duty assignments within the District's areas of responsibility.

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 District 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 District's 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 the District's 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 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

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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 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.

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 District 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.

All bargaining unit employees who have less than one year of service with the District as of July 1, 2014, are ineligible to receive or use professional development leave. All bargaining unit employees who have more than one year of service with the District as of July 1, 2014, are employed by the District on a continuous full-time basis, and are assigned to a 56-hour work week will be given up to forty-eight (48) hours of professional development leave per fiscal year. Any professional development leave that is not used will not be carried over from year to year and will be forfeited. Professional development leave time must be scheduled and approved by a Deputy Fire Chief or the Fire Chief and is subject to the operational requirements of the District.

H. Association Business

The Executive Board members of the Association or their designees will have access to a "pool" of ninety-six (96) hours per calendar year to conduct Association business without loss of pay or benefits ("Association

Time"). Each of these eligible employees may draw upon this pool of Association Time, as may be required, until all Association Time is used. It will be the responsibility of the Association president to track and control the use of Association Time and must provide to the Fire Chief at least a quarterly record of the Association Time used during the preceding quarter and identify the individual(s) who utilized Association Time. The Executive Board members will notify the District administration at least ninety-six (96) hours in advance of the use of Association Time so that appropriate adjustments to staff assignments can be made.

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, to the pool of Association Time in addition to the ninety-six (96) hours granted by the District. Any donated leave will be accounted for in the pool of Association Time and given a cash value based on the donor employee's base hourly rate. The maximum cash value of donated leave to the pool of Association Time must not exceed $2,500 and no more than $2,500 of donated leave time may be available for Association business during any fiscal year. Association Time used from donated annual leave will be deducted from the pool of Association Time at the user's base hourly rate. The use of Association Time may not cause additional overtime costs to the District.

If attending meetings and using Association time while on duty is not possible, then up to two (2) members of either the negotiating or the grievance committees will be allowed time off for such meetings if the meetings: 1) Have a direct relationship to the preparation for negotiations or the processing of any grievance and 2) The meetings take place at a time when the two Association 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. The total hours used for all purposes under Article 9, Section H must not exceed 96 hours and any donated leave time complying with the terms of Article 9.

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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 District. This requires that the District approve of the arrangements prior to the work being done, i.e., the District must know what work is being done, by whom it is being done, and where and when it is being done.

2. Both employees and the supervising captain must fill out, date and sign a shift trade form provided by the District, 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 District has no authority to enforce the pay back of owed time between employees.

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

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 District's 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. 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.

D. FMLA Leave. 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.

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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. Any employee who has not completed the initial "at will" probationary period in the lower classification and accepts a promotion may have four (4) additional bi-weekly pay periods extended to the employee's initial "at will" probation but in no event shall any employee 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 Article 11, Section 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 the change is considered a non-promotional movement, then the affected employees will not be subject to a probationary period.

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ARTICLE 12 Effects of Layoff/ Resignation

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 job classification of a lower maximum salary within the same job classification. An employee being bumped will be treated as if laid off and will have any bumping rights granted to the employee under a labor contract with the District. A decision to bump must be made by the affected employee within seven (7) calendar days of notification that they will be laid off.

D. Posting

The names of permanent and probationary employees laid off, will be placed on the reemployment list for thirty-six (36) months. All employees eligible for rehire status must meet all eligibility requirements of the position. Employees will be recalled one 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 thirty-six (36) 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 thirty-six (36) 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 District 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 District determine layoffs are necessary and will reduce shift staffing below 18 bargaining unit employees per shift, the District 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 District.

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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 District 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

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upon, the list will be distributed to district office, all staffed stations and the EFPF Secretary.

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ARTICLE 14 Promotion/Demotion

a. The District 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 District will maintain ranked promotional eligibility lists for two years for positions listed in Article 3, Section B(1).

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

B. Nothing in this Agreement will prohibit the District 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 District reserves 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.

These procedures may consist of written test, assessment centers, candidate schools, intern programs or a mixture of these components. The District 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 District. The District 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 pay increase of seven steps. However, any promotional pay increase may not result in a salary that either exceeds the top of the new pay range or is lower than the bottom of the new pay range. Employees that are demoted, either voluntarily or involuntarily, to a position in a lower job classification will receive a salary decrease of at least seven steps. The new pay rate must not exceed the top of the new pay range of the new job classification.

E. The District 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.

G. The District retains the right to temporarily promote an employee to the positions of engineer, captain, battalion chief to replace an employee injured on duty, as documented by a treating physician, or who has accepted a light duty assignment, has elected to use Leave Without Pay, or is deployed for military service for more than 12 full pay periods (the "Absent Employee"). The temporary promotion will take effect after the Absent Employee has missed work for four consecutive pay periods as calculated from the first shift the Absent Employee fails to report for duty. No temporary promotion will exceed 12 full pay periods and the employee will be entitled to receive a promotional pay increase under Article 14.D.

After the temporarily promoted employee has worked 12 full pay periods, the Absent Employee will be evaluated by his or her treating physician to determine if the employee may return to work. If the physician determines that the Absent Employee is expected to be able to return to work within four full pay periods, then no further temporary promotions will occur. If the Absent Employee is expected to be unable to return to work within four full pay periods, the District may make another temporary promotion.

The District agrees that any temporary promotion will be filled in the descending order of the current promotional list for the position to be filled. If there is no current promotional list or no qualified candidate, the District Fire Chief may interview qualified candidates and make temporary promotions.

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ARTICLE 15 Retirement

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

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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 a District Right (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 a person employed by the District and represented by the Association pursuant to the terms of Article 3 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 5).

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

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

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) business 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 Grievance Committee must orally discuss the grievance with the grievant's Battalion Chief or above in order to try

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and reach an informal resolution. A decision must be reached by the Grievance Committee within seven (7) business 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) business days of the 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) business days after receiving the written grievance hold a meeting with the grievant. Within five (5) business days after the Deputy Fire Chief's meeting with the grievant, the Deputy Fire Chief will provide a written response to the grievant.

4. Written Appeal from Formal Decision
If the grievant is not satisfied with the written response from the Deputy Fire Chief (or designee), the grievant may, within five (5) business days from the receipt of such response, file a written appeal to the Fire Chief. Within twenty-one (21) business days of the Fire Chief's 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 provide a written response to the grievant. The parties understand and agree that the Fire Chief's written response shall be final and binding unless, within fourteen (14) business days of the grievant's receipt of the written response, the Grievance 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 response 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.

4. Time limits and procedures may be waived by mutual written consent of the parties.

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

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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 District policies or rules, unexcused absences, misuse or abuse of the District's 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 District from imposing the most severe without the progressive disciplinary process.

A copy of adopted County and District policies and procedures will be provided to the Association and to each work site. The Association will receive all updates to the County and District 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 District 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 District's 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 the process between a Captain or above and a subordinate designed to correct employee problems through the identification of an issue and the creation of an action plan to address the issue. 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.

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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 District. 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. Any 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.

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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. Acting Battalion Chiefs

Employees serving in the acting capacity of Battalion Chief classification pursuant to Article 6, Section 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 District. 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 District 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 District. Each party, however, will bear the cost of its own presentation including preparation and post hearing briefs, if any.

C. Effect of Decision

Decisions of an 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 District 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.

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ARTICLE 19 Safety

A. Safety Committee

The District will maintain a safety committee with representation of at least two members and two alternates from the Association.

B. Safety Turnouts and Equipment

1. The District will provide all turnouts and safety equipment needed by employees as determined by the District. The District will replace such turnouts and safety equipment when requested by a supervisor 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 District will have the sole discretion on the final selection of specific types or style of turnouts and safety equipment as long as it meets current NFPA standards.

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ARTICLE 20 Replacement of Personal Property

A. Lost, Stolen or Destroyed

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

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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 District and Association negotiating teams will meet on request of either party to discuss its ramification(s) on the current negotiated agreement.

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ARTICLE 22 Non-Discrimination

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

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ARTICLE 23 Successorship or Consolidation of the District

The District agrees to meet and negotiate the impacts and affects of their decision to contract, subcontract, consolidate or transfer its operation(s) to a successor employer or agency. Nothing in Article 24 prevents the District from making the decision to contract, subcontract, consolidate or transfer their operation(s) to a successor employer or agency.

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ARTICLE 24 Memorandum of Understanding (MOU)

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

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ARTICLE 25 Drug and Alcohol Free Workplace

The County's "Drug and Alcohol Free Workplace Policy" #100.14 in effect on 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.

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ARTICLE 26 Fact Finding and Arbitration

1. 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 including either party's right to request a list of seven potential fact finders or arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. If the parties are unable to agree upon which arbitration service should be used, then a list from the Federal Mediation and Conciliation Service must be used.

2. Within 5 days after receiving a list from the applicable arbitration service, the parties shall select their fact finder or arbitrator from this list by alternately striking one name until the name of only one fact finder or arbitrator remains, who will be the fact finder to hear the dispute in question. The Association will strike the first name from the list.

3. The fees and expenses of the fact finder or arbitrator and of a court reporter, if used, will be shared equally by the Association and the District. Each party, however, will bear the cost of its own presentation including its own attorney's fees, preparation and post hearing briefs, if any.

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ARTICLE 27 Term of Agreement

All of the provisions of this agreement will be in effect from July 1, 2014 until a new collective bargaining agreement is agreed upon by the parties. The Association will give notice of its desire to negotiate by February 1, 2016. Unless otherwise noted herein, any changes caused by the approval of this agreement will be retroactive and will be implemented as of the first payroll period after June 30, 2014, after the agreement's formal adoption by the District's Board of Fire Commissioners.

The parties agree that Article 6 (Salaries and Pay Practices) and Article 7 (Medical and Dental Insurance) may be reopened for negotiation after March 1, 2015.

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FOR THE DISTRICT:

Douglas V. Ritchie
Chief Negotiator

Doug N. Johnson, Chairman
East Fork Fire and Paramedic Districts
Board of Trustees

6 noviembre 2014
Date

FOR THE ASSOCIATION:

Matthew J. Hill
Chief Negotiator

Paul Azevedo, President
EFPF, Local 3726

6/Nov/2014
Date

COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this 12th day of Nov, 2014

By _____ Deputy