



KAREN ELLISON, RECORDER

APN# \_\_\_\_\_

**Recording Requested by/Mail to:**

Name: East Fork Fire Protection District

Address: 1694 County Road

City/State/Zip: Minden, NV 89423

**Mail Tax Statements to:**

Name: East Fork Fire Protection District

Address: 1694 County Road

City/State/Zip: Minden, NV 89423

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**Third MOU-Labor Agreement**

**Title of Document** (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording  
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Holly E Megee  
Signature

Holly E. Megee

Printed Name

This document is being (re-)recorded to correct document # \_\_\_\_\_, and is correcting

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# THIRD MEMORANDUM OF UNDERSTANDING

to the

## LABOR AGREEMENT

between

**EAST FORK FIRE PROTECTION DISTRICT**

and the

**EAST FORK PROFESSIONAL FIREFIGHTERS' ASSOCIATION**

**CBA July 1, 2019- June 30, 2020**

This Third Memorandum of Understanding (second MOU) modifies the current Labor Agreement between the East Fork Fire Protection District (Employer) and the East Fork Professional Firefighters Association effective on July 1, 2019 (the agreement). This Third MOU will allow for changes in the current contract to change account for a 40 hour suppression position.

Changes and modifications are identified in *Bold/Italic* type.

### **ARTICLE 3 Recognition**

#### **C. Safety Staffing**

1. The District recognizes the need for adequate staffing and agrees to work with the Association to achieve staffing levels recommended by the National Fire Protection Association (NFPA 1710) commensurate with the overall goals of firefighter safety as recommended by the District Safety Committee in accordance with the provisions of Article 19.

Apparatus placed into service on a permanent 24-Hour per day basis shall be staffed as follows:

#### **Position/Apparatus Personnel**

Training Safety Position:	Fire Captain
Engine, Brush or Truck:	Fire Captain, Engineer and Firefighter <sup>1</sup>
Rescue:	Two (2) Firefighters <sup>1</sup>
Squad:	Captain and Engineer

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<sup>1</sup> At least one of these positions must have paramedic certification.

Water Tender:                      Engineer

2. If the District reduces shift staffing below nineteen (19) bargaining unit members per shift, the District will first notify the Association. The Association has the ability to request to meet and negotiate over the impacts and effects of any reduction in staffing below nineteen (19) bargaining unit members covered by this Agreement.
3. At a minimum, an entire Engine company will cross-staff a Truck placed into service.
4. Pursuant to Article 5(B), the District reserves the right to provide staffing under emergency situations that may deviate from the minimum staffing goals listed above.
5. The parties understand the current need for an additional 56-hour Rescue Ambulance but due to a limitation of financial resources and without the District being awarded a SAFER grant in the 19/20 fiscal year, the parties agree to a 'Peak Demand" rescue on a staffed 40-hour schedule until it is financially feasible to staff it on a 56-hour schedule.

## **ARTICLE 6    Salaries and Pay Practices**

### **G.      Compensatory Time**

#### **40-Hour Employees (Police Fire and Regular PERS)**

Full-time, 40-hour Police/Fire and Regular PERS employees working more than normally scheduled hours may elect to receive compensatory time off in lieu of receiving overtime pay. Compensatory time may be accrued to a maximum of 184 hours and may be banked for up to 24 months, but will be paid at the pay rate when it is was accrued.

40-Hour employees moving to a 56-hour position shall keep their earned/accrued compensatory time as per the rules stated above. The time shall be cashed out at the hourly rate it was accrued. Requests for cash out of earned/accrued compensatory time shall be made on the District provided form.

### **I.      Holiday Pay**

#### **1.      56-Hour Shift Employees**

56-hour 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 dates in December and June in lieu of holiday pay. Each payment will be considered compensation for the holidays during the previous six-month period. New employees will be compensated for a pro-rated share of hours based on their hire date (e.g., an employee who is hired on March 15<sup>th</sup> 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



signed by the employee, the immediate supervisor and approved by the District Fire Chief.

4. 40-Hour employees are not eligible to be forced into extending their work day or onto a 56-hour shift for any amount of time.
5. If a 56-hour employee is forced onto the 40-hour Peak Demand Rescue they will be forced from the end of their 56-hour shift and they are not eligible to be forced past the end of the 40-hour rescue shift.
6. Employees being moved from a 56-hour schedule to a 40-hour schedule or from a 40-hour schedule to a 56-hour schedule shall be notified by the District 60 days prior to the schedule change becoming affective.
  - a. EXCEPTION: Employees being moved on or off of light duty do not require the 60-day notice.
  - b. Employees shall be assigned to the 40-hour rescue per as per the Terms in Article 3 Recognition and Article 13 Seniority.
  - c. The 60-day notice to employee(s) shall be copied to the Association via the email address in Article 2 at the same time it is given to the employee(s)

**B. Work Week – Regular PERS Employees**

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

**ARTICLE 9 Leave**

**B. Annual Leave**

**1. Basis of Accrual**

- a. All Employees in Police Fire PERS who are employed on a continuous full-time basis will accrue annual leave on the basis of the schedule below:

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED/PAID</u>	<u>HOURS PER PAY PERIOD</u>
0 - 4 Completed years	6 shifts (144 Hours)	5.54 hours per PP
5 - 9 Completed years	8 shifts (192 Hours)	7.39 hours per PP
10 – 14 Completed years	10 shifts (240 Hours)	9.23 hours per PP
15 – 19 Completed years	12 shifts (288 Hours)	11.08 hours per PP
20 – 24 Completed years	14 Shifts (336 hours)	12.93 hours per PP

25 years or more                      16 Shifts (384 hours)                      14.77 hours per PP

b. All employees in Regular PERS 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:

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED/PAID</u>	<u>HOURS PER PAY PERIOD</u>
0 – 4 Completed years	88 hours	3.39 hours per PP
5 - 9 Completed years	136 hours	5.24 hours per PP
10 - 14 Completed years	160 hours	6.16 hours per PP
15 - 19 Completed years	176 hours	6.77 hours per PP
20 years or more	200 hours	7.7 hours per PP

**2. Accrual During Probation**

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

**3. Payment on Separation**

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

**4. Payment on Death**

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

**5. Carry-over of Annual Leave to Following Year**

A total of no more than 504 hours (Police Fire PERS employees) or 240 hours (Regular PERS 40-hour employees) of annual leave may be credited to an employee. Any unused hours on December 31 will be transferred into the employees Sick Leave balance by January 15 of the following year.

If an employee is unable to use leave due to the District cancelling approved leave (shall be entered as Forced Regular in Telestaff with a note stating what leave was cancelled) within the last 60 days of the calendar year and the employee is over the max hours on January 1, that employee shall not have those hours reset that year.

56-hour employees who were over their leave banks at the end of 2018 shall not have their hours reset.

**6. Approval for Use of Annual Leave**

All annual leave will follow Telestaff guidelines as approved by the District Telestaff committee. Annual leave hours will be considered hours worked for FLSA purposes.

For Police Fire PERS employees on a 56-hour work week The first person in the Captain rank, the first person in the Engineer rank, and the first two persons in the Firefighter rank that request annual leave 30 or more days prior to the date requested are guaranteed the day off.

For Police Fire PERS employees on a 40-hour work week who are not on a light duty assignment, the first person to request annual leave 30 or more days prior to the date requested is guaranteed the day off.

For Police Fire PERS employees on a 40-hour work week due to light duty, and Regular PERS employees on a 40-hour work week are guaranteed annual leave once approved by their immediate supervisor.

Subsequent requests for annual leave are approved pending coverage.

**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. Conversion of Annual Leave to Sick Leave**

Unused Annual leave in excess of 504 hours for Police Fire PERS employees shall be converted to an employee's sick leave bank.

Unused Annual leave in excess of 240 hours for Regular PERS employees shall 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:

Police Fire PERS employee: 7.39 hours per pay period totaling one hundred and ninety-two point one four (192.14) hours per year

Regular PERS employee: 3.39 hours per pay period totaling eighty-eight point two eight (88.14) hours per year.

**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 a Police/Fire PERS employee. However, Police/Fire PERS employees who have one thousand five hundred and twelve (1,512) hours of sick leave accrued as of December 31 of each calendar year may accrue an additional one hundred and ninety-two point one four (192.14) hours during the next 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 and will be removed by January 15 of the following year.

A total of no more than seven hundred twenty (720) hours of regular sick leave may be credited to a Regular PERS employee. Any unused hours as of December 31 of the calendar year will be removed by January 15 of the following 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 a bona fide sickness or injury which qualifies for coverage under 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.
- (3) Sick leave may be granted by the District Chief in extraordinary circumstances that he or she believes, in his or her sole discretion, will have a beneficial effect on the employee's morale and welfare and is in the interest of the District.

**D. Sick Leave Payoff**

1. 56-hour employees may be compensated for a maximum of 756 unused sick leave hours and 40-hour employees may be compensated for a maximum of 720 unused sick leave hours upon separation/retirement from the District based on the following total years of service:



9 Completed years	50 %
10 Completed years	53.3 %
11 Completed years	56.6 %
12 Completed years	59.9 %
13 Completed years	63.2 %
14 Completed years	66.5 %
15 Completed years	69.8 %
16 Completed years	73.1 %
17 Completed years	76.4 %
18 Completed years	79.7 %
19 Completed years	83 %
20 Completed years	86.3 %
21 Completed years	89.6 %
22 Completed years	92.9 %
23 Completed years	96.2 %
24 Completed years	100 %

2. 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 regarding the possible establishment of such a program will not be considered a violation of this article, will not be subject to the grievance procedures of this Agreement, is subject to all applicable state and Federal laws, and is solely at the District's discretion.

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

Notwithstanding the foregoing, in the event of a job related death or total permanent disability as determined under Workers' Compensation (NRS Chapters 616/617 in effect on the date of the determination), the District shall pay one hundred percent (100%) of the accumulated sick leave balance to either the employee or his/her legal heirs. The payment shall be computed at the employee's

Base Hourly Wage of compensation at the time of the death or total permanent disability.

#### **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 in Police/Fire PERS who have less than one year of service with the District, are ineligible to receive or use professional development leave. All bargaining unit employees in Police/Fire PERS who have more than one year of service with the District, are employed by the District on a continuous full-time basis, will be given up to fifty (50) 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 first by the employees assigned Battalion Chief and then by the Deputy Chief of Operations/Safety and Training. Professional Development Leave is subject to the operational requirements of the District.

Employees may apply for additional Professional Development Leave. The Deputy Chief of Operations/Safety/Training will either approve or disapprove the request. Application for additional PDL must first serve to the benefit of the district.

#### **H. Association Business**

1. The parties understand and agree that the District will not provide paid leave to members of the Association for time spent by the employee in performing duties for, or providing services to, the Association unless the full cost of such leave is either:
  - a. Paid by the Association; or
  - b. The District is reimbursed by the Association; or
  - c. The full value of the employee's time is offset by the value of concessions made by the Association in the current labor agreement.
2. The District has created an entry in Telestaff for members of the Association's Executive Board, or their designees ("Association Representative"), to account for any time utilized by an Association Representative to perform duties for, or providing services to, the Association ("Association Business").
  - a. The Association agrees to reimburse the District for any compensation paid to an Association Representative for Association Business, and who received paid release time, during the prior quarter.

- b. At the end of each quarter, the District agrees to provide a summary of all Association Business to the Association and the Association promises and agrees to pay the required reimbursement amount within 30 days of receiving the summary from the District.
    - c. Instead of making a payment to the District, the Association may request that the District deduct the amount due to the District from a credit of hours granted to the Association by the District for the period of July 1, 2016, through June 30, 2017, together with any prior Association Time "rolled over" from the previous year ("Association Time").
    - d. Association Time is calculated as the value of the Association agreeing to forego the accrual of 0.3136 hours of annual leave per pay period for all represented 56-hour and 40-hour employees. Unused Association Time will rollover each year but shall be capped at a maximum of 1,500 hours.
  3. Association Representatives have access to Association Time to conduct Association business without loss of pay or benefits provided, however, that Association Representatives comply with all Telestaff policies. Association Representatives may draw upon this pool of Association Time, as may be required, until all Association Time is used.

## **ARTICLE 13 Seniority**

### **D. 40-Hour ALS Rescue Assignment**

1. The 40-Hour Rescue shall be staffed on a permanent basis by One Firefighter/Paramedic and one Firefighter/EMT-A or Firefighter EMT. For the first assignment all firefighters shall be given the opportunity to go into the position and it will be assigned strictly on firefighter seniority. If no firefighters put in for the position, then the lowest seniority Firefighter/Paramedic and Firefighter/EMT or Firefighter/AEMT that have passed their core competencies and been assigned to a safety sensitive 56-hour schedule for a minimum of one hundred eighty (180) days shall be assigned to the positions.
  - a. The 40-hour Rescue assignment shall be for 6-months and each 6-month assignment shall follow the procedure in Article 13.D.1
  - b. Exception: The first assignment period will be through January 10, 2020 with the second assignment starting January 11, 2020 and then each assignment thereafter following 13.D.1.a

**THIRD MEMORANDUM OF UNDERSTANDING**

to the

**LABOR AGREEMENT**

between

**EAST FORK FIRE PROTECTION DISTRICT**

and the

**EAST FORK PROFESSIONAL FIREFIGHTERS' ASSOCIATION**


**CBA July 1, 2018- June 30, 2020**

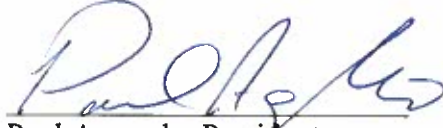
This Third Memorandum of Understanding (second MOU) modifies the current Labor Agreement between the East Fork Fire Protection District (Employer) and the East Fork Professional Firefighters Association effective on July 1, 2019 (the agreement). This Third MOU will allow for changes in the current contract to account for a 40-hour suppression position.

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

**East Fork Fire Protection District**

**For The Association**

  
Barbara Griffin, President  
East Fork Fire Protection District

  
Paul Azevedo, President  
East Fork Professional Firefighters Association

Dated: July 16, 2019

Dated: 22 Aug 2019

ATTEST:   
Holly Megee, Board Clerk

# THIRD MEMORANDUM OF UNDERSTANDING

to the

## LABOR AGREEMENT

between

EAST FORK FIRE PROTECTION DISTRICT

and the

EAST FORK PROFESSIONAL FIREFIGHTERS' ASSOCIATION

CBA July 1, 201~~98~~<sup>98</sup>- June 30, 2020

This ~~Second~~ Third Memorandum of Understanding (second MOU) modifies the current Labor Agreement between the East Fork Fire Protection District (Employer) and the East Fork Professional Firefighters Association effective on ~~July 1, 20198~~ (the agreement). This ~~second~~ Third MOU will allow for changes in the current contract to change the pay scales for all represented positions to reflect the PERS increases that will take affect on account for a 40 hour suppression position.

Changes and modifications are identified in *Bold/Italic* type.

### ARTICLE 3 Recognition

#### C. Safety Staffing

1. The District recognizes the need for adequate staffing and agrees to work with the Association to achieve staffing levels recommended by the National Fire Protection Association (NFPA 1710) commensurate with the overall goals of firefighter safety as recommended by the District Safety Committee in accordance with the provisions of Article 19.

Apparatus placed into service on a permanent 24-Hour per day basis shall be staffed as follows:

#### Position/Apparatus Personnel

Training Safety Position: Fire Captain

Engine, Brush or Truck: Fire Captain, Engineer and Firefighter<sup>1</sup>

Rescue: Two (2) Firefighters<sup>1</sup>

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<sup>1</sup> At least one of these positions must have paramedic certification.

Squad: Captain and Engineer  
Water Tender: Engineer

- ~~2. Until such time as it is financially sustainable, the parties agree to understaff by one (1) Firefighter a single engine company until the District's staffing level reaches nineteen (19) per shift.~~
- ~~23.~~ If the District reduces shift staffing below ~~nineteeneighteen~~ (198) bargaining unit members per shift, the District will first notify the Association. The Association has the ability to request to meet and negotiate over the impacts and effects of any reduction in staffing below ~~nineteeneighteen~~ (198) bargaining unit members covered by this Agreement.
- ~~34.~~ At a minimum, an entire Engine company will cross-staff a Truck placed into service.
- ~~45.~~ Pursuant to Article 5(B), the District reserves the right to provide staffing under emergency situations that may deviate from the minimum staffing goals listed above.
5. The parties understand the current need for an additional 56-hour Rescue Ambulance but due to a limitation of financial resources and without the District being awarded a SAFER grant in the 19/20 fiscal year, the parties agree to a 'Peak Demand' rescue on a staffed 40-hour schedule until it is financially feasible to staff it on a 56-hour schedule.

## ARTICLE 6 Salaries and Pay Practices

### G. Compensatory Time

#### 40-Hour Employees (Police Fire and Regular PERS)

Full-time, 40-hour Police/Fire and Regular PERS non-shift employees working more than normally scheduled hours may elect to receive compensatory time off in lieu of receiving overtime pay. Compensatory time may be accrued to a maximum of 184 hours and may be banked for up to 24 months, but will be paid at the pay rate when it is was accrued.

40-Hour employees moving to a 56-hour position shall keep their earned/accrued compensatory time as per the rules stated above. The time shall be cashed out at the hourly rate it was accrued. Requests for cash out of earned/accrued compensatory time shall be made on the District provided form.

## I. Holiday Pay

### 1. 56-Hour Shift Employees

56-hour 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 dates in December and June in lieu of holiday pay. Each payment will be considered compensation for the holidays during the previous six-month period. New employees will be compensated for a pro-rated share of hours based on their hire date (e.g., an employee who is hired on March 15<sup>th</sup> with 108 days left in the semi-annual period will have his/her holiday pay calculated as follows:  $108 \text{ days} \times 100\%$  divided by  $182.5 \text{ days} = 59.18\%$ ;  $59.18\%$  of 66 hours = 39.06 hours). Should additional holidays be declared by the President of the United States, Governor of Nevada, or the District Board, the disbursement will be increased by twelve hours for each additional holiday declared. Employees who leave the District's employment prior to the first pay dates in December and June ~~ly~~ will ~~not~~ be eligible for the previous six months of holiday pay pro rated share of hours based on their Retirement date (e.g., an employee who is Retires on March 15<sup>th</sup> with 105 employed in the semi-annual period will have his/her holiday pay calculated as follows:  $105 \text{ days} \text{ divided by } 182.5 \text{ days} = 57.54\%$ ;  $57.54\%$  of 66 hours = 37.9764 hours).

the six-month periods shall be considered December through May and June through November

### 2. 40-Hour Employees

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

## ARTICLE 8

## Hours

### A. Work Week – ~~56-Hour~~ Police Fire PERS employees

1. The normal workweek for Police Fire PERS employees covered by this agreement shall consist of fifty six (56) hours scheduled in twenty four (24) hour shifts. Scheduling shall reflect three (3) shifts, "A," "B," and "C" with each shift 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.

2. Exception: Two (2) firefighters may be on a 40-hour work week to staff the 40-hour rescue as per the Terms in Article 3 Recognition and Article 13 Seniority. For the two Police Fire PERS employees assigned to the 40-hour rescue the normal work week shall consist of forty (40) hours per week which shall be Monday-Thursday from 0800-1800. Neither the District nor the Association shall have the ability to flex the 40-hour schedule. A permanent change to the 40-hour schedule may be mutually agreed to by the District Fire Chief and the Association Executive Board no more than once per 6 month period through a letter of agreement.
3. For Police Fire PERS employees on light duty the normal work week shall consist of forty (40) hours per week. However, an employee may request a modified 40-hour work week with their immediate supervisor. A modified schedule will only be approved if it is in the interest of the community and to maintain efficiency in the District's operations. The conditions of any modified work schedule must be in writing and signed by the employee, the immediate supervisor and approved by the District Fire Chief.
4. 40-Hour employees are not eligible to be forced into extending their work day or onto a 56-hour shift for any amount of time.
5. If a 56-hour employee is forced onto the 40-hour Peak Demand Rescuerear they will be forced from the end of their 56-hour shift and they are not eligible to forced past the end of the 40-hour rescue shift.
6. Employees being moved from a 56-hour schedule to a 40-hour schedule or from a 40-hour schedule to a 56-hour schedule shall be notified by the District 60 days prior to the schedule change becoming affective.
  - a. EXCEPTION: Employees being moved on or off of light duty do not require the 60-day notice.
  - a.—Employees shall be assigned to the 40-hour rescue per
  - b. as per the Terms in Article 3 Recognition and Article 13 Seniority.
  - b.c.The 60-day notice to employee(s) shall be copied to the Association via the email address in Article 2 at the same time it is given to the employee(s)

**B. Work Week – 40-Hour Regular PERS Employees**

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



**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.

**ARTICLE 9**

**Leave**

**B. Annual Leave**

**1. Basis of Accrual**

a. All Employees in Police Fire PER ~~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:~~

<u>CONTINUOUS SERVICE PERIOD</u>	<u>HOURS EARNED/PAID</u>	<u>HOURS PER PAY PERIOD</u>
0 - 4 Completed years <u>PP-0495</u>	6 shifts (144 Hours)	<u>5.54 hours per</u>
5 - 9 Completed years <u>7.39 hours per PP</u>	8 shifts (192 Hours)	<u>.0659</u>
10 – 14 Completed years <u>.0825</u>	10 shifts (240 Hours)	<u>9.23 hours per PP</u>
15 – 19 Completed years <u>.0989</u>	12 shifts (288 Hours)	<u>11.08 hours per PP</u>
20 – 24 Completed years <u>.1154</u>	14 Shifts (336 hours)	<u>12.93 hours per PP</u>
25 years or more <u>.1319</u>	16 Shifts ( <u>3284</u> hours)	<u>14.77 hours per PP</u>

b. All employees in Regular PERS 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:

<u>CONTINUOUS SERVICE PERIOD</u>	<u>HOURS EARNED/PAID</u>	<u>HOURS PER PAY PERIOD</u>
0 – 4 Completed years <u>PP-0423</u>	88 hours	<u>3.39 hours per</u>
5 - 9 Completed years <u>per PP-0654</u>	136 hours	<u>5.24 hours</u>
10 - 14 Completed years <u>PP-0769</u>	160 hours	<u>6.16 hours per</u>

[PP-0846](#) 15 - 19 Completed years 176 hours 6.77 hours per

[PP-0962](#) 20 years or more 200 hours 7.7 hours per

**2. Accrual During Probation**

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

**3. Payment on Separation**

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

**4. Payment on Death**

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

**5. Carry-over of Annual Leave to Following Year**

A total of no more than 504 hours (Police Fire PERS 56-hour employees) or 240 hours (Regular PERS 40-hour employees) of annual leave may be credited to an employee. Any unused hours on December 31 will be transferred into the employees Sick Leave balance by January 15 of the following year.

If an employee is unable to use leave due to the District cancelling approved leave (shall be entered as Forced Regular in Telestaff with a note stating what leave was cancelled) within the last 60 days of the calendar year and the employee is over the max hours on January 1, that employee shall not have those hours reset that year.

56-hour employees who were over their leave banks at the end of 2018 shall not have their hours reset.

**6. Approval for Use of Annual Leave**

All annual leave will follow Telestaff guidelines as approved by the District Telestaff committee. Annual leave hours will be considered hours worked for FLSA purposes.

For Police Fire PERS employees on a 56-hour work week The first person in the Captain rank, the first person in the Engineer rank, and the first two persons in the

Firefighter rank that request annual leave 30 or more days prior to the date requested are guaranteed the day off.

For Police Fire PERS employees on a 40-hour work week who are not on a light duty assignment, the first person to request annual leave 30 or more days prior to the date requested is guaranteed the day off.

For Police Fire PERS employees on a 40-hour work week due to light duty, and Regular PERS employees on a 40-hour work week are guaranteed annual leave once approved by their immediate supervisor.

Subsequent requests for annual leave are approved pending coverage.

**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. Conversion of Annual Leave to Sick Leave**

Unused Annual leave in excess of 504 hours for ~~56-hour~~ Police Fire PERS employees shall be converted to an employee's sick leave bank.

Unused Annual leave in excess of 240 hours for ~~40-hour~~ Regular PERS employees shall 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:

Police Fire PERS employee: of 7.39.0658 hours for each hour paid per pay period totaling up to a maximum of one hundred and ninety-two point one four (192.14) hours per year

~~for 56-hour~~Regular PERS employee; ~~or~~3.39 hours per pay period totaling eighty-eight point two eight (88.14)~~88~~ hours ~~for 40-hour~~per year.

**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 a Police/Fire PERS ~~n~~-employee. However, ~~56-hour~~Police/Fire PERS employees who have one thousand five hundred and twelve (1,512) hours of sick leave accrued as of December 31 of each calendar year may accrue an additional one hundred and ninety-two point one four (192.14) hours during the next 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 and will be removed by January 15 of the following year.

A total of no more than seven hundred twenty (720) hours of regular sick leave may be credited to a ~~40-hour~~Regular PERS employee. Any unused hours as of December 31 of the calendar year will be removed by January 15 of the following 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 a bona fide sickness or injury which qualifies for coverage under 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.
- (3) Sick leave may be granted by the District Chief in extraordinary circumstances that he or she believes, in his or her sole discretion, will have a beneficial effect on the employee's morale and welfare and is in the interest of the District.

**D. Sick Leave Payoff**

1. 56-hour employees may be compensated for a maximum of 756 unused sick leave hours and 40-hour employees may be compensated for a maximum of 720 unused sick leave hours upon separation/retirement from the District based on the following total years of service:

9 Completed years	50 %
10 Completed years	53.3 %
11 Completed years	56.6 %
12 Completed years	59.9 %
13 Completed years	63.2 %
14 Completed years	66.5 %
15 Completed years	69.8 %
16 Completed years	73.1 %
17 Completed years	76.4 %
18 Completed years	79.7 %
19 Completed years	83 %
20 Completed years	86.3 %
21 Completed years	89.6 %
22 Completed years	92.9 %
234 Completed years	96.2 %
24 Completed years	100 %

2. Sick leave payoff amounts may be directed by the employee into a ~~post~~ 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 regarding the possible establishment of such a program will not be considered a violation of this article, will not be subject to the grievance procedures of this Agreement, is subject to all applicable state and Federal laws, and is solely at the District's discretion.

3. At the employee's option, instead of being compensated directly for sick leave, the District, with the approval of PERS, will transfer compensable sick leave at the calculation referenced in D(1) through this provided Deferred Compensation

Programs offered and then, at the employee's initiative, be converted to PERS retirement credits.

Notwithstanding the foregoing, in the event of a job related death or total permanent disability as determined under Workers' Compensation (NRS Chapters 616/617 in effect on the date of the determination), the District shall pay one hundred percent (100%) of the accumulated sick leave balance to either the employee or his/her legal heirs. The payment shall be computed at the employee's Base Hourly Wage of compensation at the time of the death or total permanent disability.

#### **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 [in Police/Fire PERS](#) who have less than one year of service with the District, are ineligible to receive or use professional development leave. All bargaining unit employees [in Police/Fire PERS](#) who have more than one year of service with the District, 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 fifty (50) 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 first by the employees assigned Battalion Chief and then by the Deputy Chief of Operations/Safety and Training. Professional Development Leave is subject to the operational requirements of the District.

Employees may apply for additional Professional Development Leave. The Deputy Chief of Operations/Safety/Training will either approve or disapprove the request. Application for additional PDL must first serve to the benefit of the district.

#### **H. Association Business**

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

a. Paid by the Association; or

- b. The District is reimbursed by the Association; or
  - c. The full value of the employee's time is offset by the value of concessions made by the Association in the current labor agreement.
2. The District has created an entry in Telestaff for members of the Association's Executive Board, or their designees ("Association Representative"), to account for any time utilized by an Association Representative to perform duties for, or providing services to, the Association ("Association Business").
  - a. The Association agrees to reimburse the District for any compensation paid to an Association Representative for Association Business, and who received paid release time, during the prior quarter.
  - b. At the end of each quarter, the District agrees to provide a summary of all Association Business to the Association and the Association promises and agrees to pay the required reimbursement amount within 30 days of receiving the summary from the District.
  - c. Instead of making a payment to the District, the Association may request that the District deduct the amount due to the District from a credit of hours granted to the Association by the District for the period of July 1, 2016, through June 30, 2017, together with any prior Association Time "rolled over" from the previous year ("Association Time").
  - d. Association Time is calculated as the value of the Association agreeing to forego the accrual of 0.31360028 per hours of annual leave ~~for each per pay period for all~~ represented 56-hour and employee and 0.0039 per hour of annual leave for each 40-hour employees. Unused Association Time will rollover each year but shall be capped at a maximum of 1,500 hours.
3. Association Representatives have access to Association Time to conduct Association business without loss of pay or benefits provided, however, that Association Representatives comply with all Telestaff policies. Association Representatives may draw upon this pool of Association Time, as may be required, until all Association Time is used.

## ARTICLE 13

### Seniority

#### D. 40-Hour ALS Rescue Assignment

1. The 40-Hour Rescue shall be staffed on a permanent basis by One Firefighter/Paramedic and one Firefighter/EMT-A or Firefighter EMT. For the first assignment all firefighters shall be given the opportunity to go into the position and it will be assigned strictly on firefighter seniority. If no firefighters put in for the position,



then the lowest seniority Firefighter/Paramedic and Firefighter/EMT or Firefighter/AEMT that have passed their core competencies and been assigned to a safety sensitive 56-hour schedule for a minimum of one hundred eighty (180) days shall be assigned to the positions.

- a. The 40-hour Rescue assignment shall be for 6-months and each 6-month assignment shall follow the procedure in Article 13.D.1
- b. Exception: The first assignment period will be through January 10, 2020 with the second assignment starting January 11, 2020 and then each assignment thereafter following 13.D.1.a

**THIRD MEMORANDUM OF UNDERSTANDING**

**to the**

**LABOR AGREEMENT**

**between**

**EAST FORK FIRE PROTECTION DISTRICT**

**and the**

**EAST FORK PROFESSIONAL FIREFIGHTERS' ASSOCIATION**


**CBA July 1, 2018- June 30, 2020**

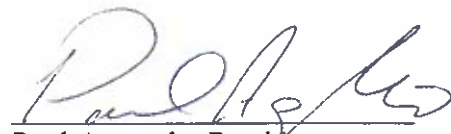
This Third Memorandum of Understanding (second MOU) modifies the current Labor Agreement between the East Fork Fire Protection District (Employer) and the East Fork Professional Firefighters Association effective on July 1, 2019 (the agreement). This Third MOU will allow for changes in the current contract to account for a 40-hour suppression position.

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

**East Fork Fire Protection District**


**For The Association**

  
Barbara Griffin, President  
East Fork Fire Protection District

  
Paul Azevedo, President  
East Fork Professional Firefighters Association

Dated: July 16, 2019

Dated: 22 Aug 2019

ATTEST:   
Holly Megee, Board Clerk