

**LABOR AGREEMENT BETWEEN
THE EAST FORK FIRE PROTECTION
DISTRICT
AND
THE EAST FORK PROFESSIONAL
FIREFIGHTERS' ASSOCIATION
SUPERVISOR (BATTALION CHIEFS)**



JULY 1, 2021-JUNE 30, 2026

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

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

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 23 OVERTIME PAY	34
ARTICLE 24 FLSA	35
ARTICLE 25 COMPENSATORY TIME	36
ARTICLE 26 CALL BACK/RETURN TO WORK	37
ARTICLE 27 ACTING PAY	39
ARTICLE 28 ADVANCED CERTIFICATION INCENTIVES	40
ARTICLE 29 THIS PAGE INTENTIONALLY LEFT BLANK	42
ARTICLE 30 SPECIAL ASSIGNMENT INCENTIVE	43
ARTICLE 31 THIS PAGE INTENTIONALLY LEFT BLANK	44
ARTICLE 32 HOLIDAY PAY	45
ARTICLE 33 UNIFORM ALLOWANCE	46
ARTICLE 34 TUITION REIMBURSEMENT	47
ARTICLE 35 EMPLOYER MEDICAL EVALUATION	48
ARTICLE 36 ANNUAL LEAVE	49
ARTICLE 37 SICK LEAVE	51
ARTICLE 38 MILITARY LEAVE	53
ARTICLE 39 ADMINISTRATIVE LEAVE	54
ARTICLE 40 COURT AND JURY LEAVE	55
ARTICLE 41 PROFESSIONAL DEVELOPMENT LEAVE	56
ARTICLE 42 BEREAVEMENT LEAVE	57
ARTICLE 43 EXTENDED LEAVE	58
ARTICLE 44 LEAVE DONATION	60
ARTICLE 45 LEAVE OF ABSENCE	61
ARTICLE 46 NON-OCCUPATIONAL INJURIES/ILLNESS	62
ARTICLE 47 OCCUPATIONAL INJURIES/ILLNESS	63

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

ARTICLE 48 EMPLOYEE LIFE AND HEALTH INSURANCE.....	65
ARTICLE 49 RETIREE HEALTH REIMBURSEMENT ARRANGEMENT	69
ARTICLE 50 EMPLOYEE ASSISTANCE PROGRAM	70
ARTICLE 51 ASSOCIATION BUSINESS.....	71
ARTICLE 52 STAFFING.....	72
ARTICLE 53 COMMUNICATIONS	73
ARTICLE 54 PREVAILING RIGHTS	75
ARTICLE 55 HOURS.....	76
ARTICLE 56 SAFETY.....	77
ARTICLE 57 SHIFT TRADES.....	79
ARTICLE 58 THIS PAGE INTENTIONALLY LEFT BLANK	81
ARTICLE 59 REDUCTION IN FORCE	82
ARTICLE 60 THIS PAGE INTENTIONALLY LEFT BLANK	84
ARTICLE 61 PROBATIONARY PERIOD.....	85
ARTICLE 62 THIS PAGE INTENTIONALLY LEFT BLANK	86
ARTICLE 63 THIS PAGE INTENTIONALLY LEFT BLANK	87
ARTICLE 64 SENIORITY	88
ARTICLE 65 EMPLOYEE RELATIONS LIAISON.....	90
ARTICLE 66 REPLACEMENT OF PERSONAL PROPERTY	91
ARTICLE 67 STATION HABITABILITY COMMITTEE.....	92
ARTICLE 68 THIS PAGE INTENTIONALLY LEFT BLANK	93
ARTICLE 69 THIS PAGE INTENTIONALLY LEFT BLANK	94
ARTICLE 70 THIS PAGE INTENTIONALLY LEFT BLANK	95
ARTICLE 71 THIS PAGE INTENTIONALLY LEFT BLANK	96
ARTICLE 72 CELL PHONE ALLOWANCE	97

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

APPENDIX A	CLASSIFICATIONS.....	98
APPENDIX B	EMPLOYEE DEVELOPMENT/PERFORMANCE PROGRAM	99
APPENDIX C	PAY PLAN.....	123
APPENDIX D	REOPENERS.....	124

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 1 Parties**

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

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

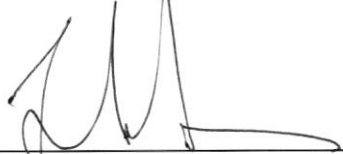
2 The term of this agreement will commence on July 1, 2021, and end on June 30,
3 2026.

4
5 This agreement will remain in full force and effect during any subsequent labor
6 negotiations between the Association and the District.
7

8 Notwithstanding any other provision of this agreement and Article 2, after June
9 30, 2026, no increase in salaries, wages, or other monetary benefits will occur or
10 be paid by the District until a successor labor agreement is executed by the
11 Association and the District.
12

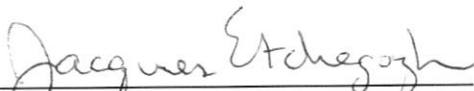
13 The Association will provide notice of its intent to open negotiations with the
14 District no later than February 1, 2026, as required in NRS 288.180.
15

16 **FOR THE DISTRICT:**

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22 _____
23 Tod Carlini
24 District Fire Chief

16 **FOR THE ASSOCIATION:**

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22 _____
23 Sky Dwinell,
24 Chief Negotiator Supervisor
25 Bargaining Unit Representative
26 East Fork Professional Firefighters

27
28 
29
30 _____
31 Jacques Etchegoyhen
32 President, Board of Directors
33 East Fork Fire Protection District

27
28 
29
30 _____
31 Kevin May
32 President
33 East Fork Professional Firefighters

34
35
36 July 28, 2022
37 Date

34
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36 July 28, 2022
37 Date

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

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

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

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

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

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

6 **Classifications:**

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

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

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

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

- 3
- 4 **A.** A “day” will be defined as any day, regardless of weekends or holidays
- 5 recognized by the District.
- 6
- 7 **B.** An “alternate” is a person who is a member of a specific committee who may
- 8 not vote unless a voting member on that same committee is absent, in which
- 9 case the alternate may vote.
- 10
- 11 **C.** “Forced” shall mean an employee that is directed to remain on duty, without a
- 12 break in service, on mandatory overtime.
- 13
- 14 **D.** “Base Hourly Wage” means the amount earned at the employee’s hourly rate.
- 15 Base wage or base pay does not include incentive pay, overtime, or other
- 16 forms of additional pay.
- 17
- 18 **E.** “PERS” means Public Employees’ Retirement System of Nevada.
- 19
- 20 **F.** “Fire PERS” means Police Fire Employees’ Retirement System of Nevada.

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

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

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

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

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

27

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

32

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

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

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

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1 **ARTICLE 9 Corrective and Disciplinary Action**

2 **Purpose**

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

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

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

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

25
26 No member shall be compelled to submit to a polygraph examination
27 against their will. No disciplinary action or other discrimination
28 shall be taken against a member for refusing to submit to a polygraph
29 examination.

30
31 **Discipline for Cause**

32
33 Once probation is successfully completed, an employee may only be
34 disciplined for just cause. Probationary employees are considered at-will
35 and may be non-confirmed for any reason. Probationary employees are
36 not entitled to disciplinary procedures provided for in this agreement.
37 Probationary employees are not entitled to grieve their non-confirmation.

38
39 **Resignation**

40
41 Any employee who resigns in concert with disciplinary action shall submit
42 his/her resignation in writing. Applicable wages shall cease effective 1700
43 hours on the resignation date.

44

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

4
5 This article will go into effect July 1, 2022. If a discipline issue arises before the
6 effective date, discipline will be according to Article 17 in the FY 20/21 Collective
7 Bargaining Agreement (CBA).

8
9 **Reopener:** There shall be a reopener for this article in FY 23/24.

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1 **ARTICLE 10 Grievance Procedures**

2 **A. Definitions**

3
4 **1. Grievance**

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

9
10 **2. Grievant**

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

20
21 **3. Day**

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

24
25 **B. Process**

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

30
31 **Step 1: Grievance Determination**

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

37
38 **Step 2**

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

44

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

7
8 **Step 3**

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

17
18 **Step 4**

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

21
22 **C. General Provisions**

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 11 Fact Finding and Arbitration**

2 If the parties are unable to reach an agreement regarding the terms of a
3 successor labor agreement, the parties agree to comply with the provisions of
4 NRS Chapter 288 related to the resolution of such disagreements. For the first
5 matter the Association shall strike the first name. From that point forward the
6 parties shall alternate striking first.
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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 12 Arbitrator**

2 **A. Designation**

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

7 **B. Costs**

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

14 **C. Effect of Decision**

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

20 **D. Authority of Arbitrator**

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

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

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

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

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 13 Savings Provision**

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

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

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 14 Non-Discrimination**

2 Federal and state discrimination claims are not subject to the grievance or
3 arbitration procedures of this agreement.
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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

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

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1 **ARTICLE 17 Drug and Alcohol**

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

4
5 **A. Drug and Alcohol Regulations**

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

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

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

38
39 **B. Definitions (For purposes of this article)**

- 40
41 **1.** "Reportable accident" means an occurrence involving a motor vehicle
42 which results in a fatality, bodily injury to a person who, as a result of the
43 injury, immediately receives medical treatment away from the scene of the
44 accident; or one or more motor vehicles incurring damage considered to

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

34
35 **C. Confidentiality**

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

1 to assure correct medical treatment, a safe working environment, or
2 proper implementation of this article, will be informed of such matters.
3 Records related to such matters will be kept in a separate locked medical
4 records file by the Director of Administrative Services, with access to the
5 file limited to the aforementioned "need to know" persons.
6

7 **D. Drug-Free Awareness Program for Employees**
8

- 9 1. The Director of Administrative Services will maintain information on
10 community resources and employee benefits available to employees
11 and/or dependents for assistance in problems related to substance abuse.
12 The Employee Assistance Program (EAP) is also available for such
13 resource/information referral.
14 2. Informational programs addressing the physical, mental and emotional
15 dangers of alcohol and other substance abuse, as well as the
16 rehabilitation options available to affected individuals, will be available to
17 employees at least once a year.
18 3. Supervisory training will be provided on a periodic basis including such
19 topics as: a review of the Drug and Alcohol-Free Workplace, detailed
20 explanation of the Employee Assistance Program, drug awareness and
21 symptoms of substance abuse; methods for dealing with substance
22 abusers; supervisory responsibilities in implementing this article; and
23 confrontational/referral techniques for supervisors. Training topics will
24 comply with federal regulations.
25

26 **E. Drug and Alcohol Testing**
27

28 **1. Random Testing**

29 A percentage equal to 30% of employees covered by this agreement will
30 be tested annually for drug and alcohol use. The random testing will be
31 spread throughout the year and employees will have no advance
32 notification of random tests. Each employee will be in a pool from which a
33 random selection is made. Each will have an equal chance of selection
34 and will remain in the pool, even after the employee has been tested.
35 Employees are required to immediately report to the designated medical
36 facility upon being notified of their selection, but no longer than one hour
37 of being notified, or if the employee's immediate duties preclude reporting
38 upon being notified as soon as possible thereafter. Documentation for the
39 reasons for the delay must be provided by the employee's supervisor. If
40 the employee is not on duty, Human Resources will notify the employee
41 upon the employee's return to duty.
42

43 **2. Post-Accident Testing**

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 All employees involved in, or contributing to an accident on duty, shall be
2 tested at the discretion of a Chief Officer as soon as possible.
3

4 **3. Reasonable Suspicion**

5 An employee will be required to undergo immediate drug and/or alcohol
6 testing in accordance with this article if there is reasonable suspicion that
7 the employee is under the influence of a drug and/or alcohol. Reasonable
8 suspicion that an employee is under the influence of a drug and/or alcohol
9 will be based on specific facts, and/or reasonable inferences derived from
10 those facts. The observations shall be promptly documented, and the
11 supervisor will use the chain of command to contact the Duty Chief.
12

13 **4. Return to Work**

- 14
- 15 a. All tests for all substances will immediately indicate positive or
16 negative prior to the employee being released from the collection
17 facility.
 - 18 b. All employees who are tested for drug and/or alcohol use shall only
19 return to duty if the test result is negative.
 - 20 c. If an employee tests positive, they will not be allowed to return to
21 work and will be placed on Administrative Leave until it has been
22 determined by the MRO to be a false positive.
 - 23 d. If the test results are positive, refer to discipline in Article 17 H.
 - 24 e. An employee must submit to a return-to-duty drug or alcohol test
25 before resuming the performance of safety sensitive functions
26 following disciplinary action and treatment.
27

28 **F. Alcohol testing**

- 29
- 30 1. A test result of .00 - .02 will be considered a negative result.
 - 31 2. A test result of greater than .02 will be considered a positive result.
 - 32 3. Any test results greater than 50% of those levels specified in NRS 484 C. 110
33 (3), will be considered a positive test.
 - 34 4. The MRO will review the findings of a drug test with the employee before a
35 final determination is made that the employee did not pass the drug test. The
36 purpose of this review is to ensure that the findings of a "positive" test are not
37 the result of the employee taking prescription medication in the amount
38 prescribed.
39

40 **G. Follow-up**

- 41
- 42 1. Employees who are returned to duty after completion of a substance abuse
43 rehabilitation program are subject to follow-up testing for at least one year
44 and up to five years. The MRO shall recommend to the District the duration
45 and when follow-up tests should occur.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

- 1 2. Every effort will be made to respect the privacy and dignity of employees in
- 2 the test sample collection process.
- 3 3. The collection of test samples from applicants and employees will be
- 4 conducted by health care professionals in a private setting.
- 5 4. Proper chain-of-custody procedures will be adhered to.
- 6 5. Test samples will be tested by an independent certified medical laboratory.
- 7 The name and address of the laboratory will be available to employees upon
- 8 request.
- 9 6. All final results will be verified in writing by the MRO, who will then forward
- 10 those results to the Director of Administrative Services, who will maintain
- 11 them in a secure location.
- 12

H. Discipline for Violations

- 13
- 14
- 15 1. A test result of .02 - .039 will result in a minimum five (5) day suspension
- 16 without pay.
- 17 2. A test result of .04 or greater will be considered as the second positive
- 18 alcohol test within a ten (10) year period and will result in termination.
- 19 3. Any drug test results greater than 50% of those levels specified in NRS
- 20 484 C. 110 (3), will be considered a positive test.
- 21 4. An employee who tests positive for alcohol or drugs and is not terminated
- 22 will receive a minimum five (5) day suspension without pay, six-month
- 23 performance probationary period, and a mandatory referral to a Substance
- 24 Abuse Professional (SAP). The employee will be evaluated by the SAP
- 25 and follow the treatment and rehabilitation program prescribed. The
- 26 District is NOT authorized to receive any diagnoses or treatment
- 27 information from the SAP. If the SAP concludes, in writing, that the
- 28 employee is not cooperating or progressing with the treatment plan within
- 29 a reasonable time period, they will report such information to the District
- 30 for discipline. A second positive test within ten (10) years of the first
- 31 positive test will result in termination of employment.
- 32 5. Refusal to submit to a test, intentionally tampering with, causing another
- 33 person to tamper with, substituting for, or causing another person to
- 34 substitute for a urine and/or blood specimen, whether the employee's own
- 35 specimen or another employee's specimen, will constitute cause for
- 36 termination of the employee who engages in such activity
- 37 6. This article does not constitute a waiver of disciplinary appeal procedures
- 38 provided for in a collective bargaining agreement.
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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 18 Peer Agencies**

2 The District and the Association agree that the following peer agencies will be
3 used for contract comparison:

- 4 • Carson City Fire Department
- 5 • Central Lyon County Fire Department
- 6 • North Lake Tahoe Fire Protection District
- 7 • Reno Fire Department
- 8 • Sparks Fire Department
- 9 • Storey County Fire Department
- 10 • Tahoe Douglas Fire Protection District
- 11 • Truckee Meadows Fire Protection District

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 19** **Pay Practices**

2 All salaries will be based on a 5-Step Pay Plan. Effective July 1, 2021, any future
3 negotiated wage adjustments will be effective the first pay date of each fiscal year
4 unless otherwise stated.

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

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

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 20 Wages**

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

4
5 **A.** Wage Range will be adjusted over FY 21/22 through FY 22/23 as follows, and
6 applied as outlined in Section B:

7
8 1. Battalion Chief will be increased by ten percent (10%)

9
10 **B.** The Wage Range adjustments outlined in Section A will be applied as follows:

11 1. ½ of the range adjustment will be effective with the first pay date in
12 January 2022.

13 2. ¼ of the range adjustment will be effective with the first pay date in July
14 2022.

15 3. ¼ of the range adjustment will be effective with the first pay date in
16 January 2023.

17
18
19 **C.** Cost of Living Adjustment (COLA) will be paid as follows:

20
21 1. There shall be a 1.5% Cost of Living Adjustment (COLA) paid with the first
22 pay date in July 2022.

23 2. There shall be a 1.5% Cost of Living Adjustment (COLA) paid with the first
24 pay date in January 2023.

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

26 4. There shall be a wage reopener for FY 24/25.

27 5. There shall be a wage reopener for FY 25/26.

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1 **ARTICLE 21 Payroll Deductions**

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

4
5 **Authorization**

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

18
19 **Amount of Dues**

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

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1 **ARTICLE 22 Demotion**

2 **Voluntary Demotion**

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4 Employees wishing to transfer back to their respective position will apply in
5 writing to the Deputy Chief of Operations. Requests in writing for transfer back to
6 their former position will be honored without prejudice as vacancies permit.

7
8 Employees who are demoted voluntarily to the position of Captain will go back to
9 a top step Captain.

10
11 **Involuntary Demotion**

12
13 Employees who are demoted involuntarily to the position of Captain will go back
14 to a top step Captain.

15 For a period of twelve (12) months following the date of transfer, the employee
16 will not be eligible for promotion to the position they transferred from during this
17 period. This twelve (12) month period shall not be considered probationary.

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 23 Overtime Pay**

2 **Overtime Defined:**

3

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

7

8 Overtime shall be earned in increments of 30 minutes.

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1 **ARTICLE 24 FLSA**

2 **Compliance with FLSA**

3
4 The District will make such changes in this article and any others, as well as in
5 practice, in order to fully comply with the Fair Labor Standards Act (FLSA) and
6 any implementing regulations thereto. The District will notify the Association of
7 proposed changes prior to implementation. Upon request by the Association, the
8 District will meet with Association representatives to discuss the proposed
9 changes. Any changes that may negatively impact the employee's work hours,
10 overtime, or overtime pay will be negotiated. This agreement will not be
11 construed to provide any benefit beyond what is required by the FLSA.

12
13 **FLSA Hours**

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

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1 **ARTICLE 25 Compensatory Time**

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

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

9
10 Compensatory time accrued by 40-hour employees converting to a 56-hour
11 position may be cashed out at time of conversion at their 40-hour rate of pay, or
12 they may keep their earned/accrued compensatory time as per the rules stated
13 above.

14
15 **56-Hour Employees (Fire and Regular PERS)**

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

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

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

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

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

27

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

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

39

40 **C. Return to Work Pay**

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

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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2. Return to Work Pay is paid at two (2) times the employee's hourly rate and is paid for a minimum of two (2) hours or time actually worked until the next scheduled shift, whichever is greater.
3. Return to Work Pay will be paid to employees who do not qualify for call back based on hire date.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 27 Acting Pay**

2 Effective July 1, 2022, Battalion Chiefs will be allowed to act down in the
3 following classifications with no acting incentive:

- 4 • Training/Safety Captain
- 5 • Fire Captain

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1 **ARTICLE 28 Advanced Certification Incentives**

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

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

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

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

18
19 **B. Paramedic Certification Incentive**

20
21 Battalion Chiefs' certified by the State of Nevada as an Emergency Medical
22 Technician-Paramedic (EMT-P) and is able to function as a Paramedic within the
23 District will receive incentive pay equal to three percent (3.0%) of the qualifying
24 employee's Base Hourly Wage.

25
26 **C. Higher Education Incentive**

27
28 Battalion Chiefs' will be eligible to receive an educational incentive as follows:

- 29
30 1. Associate Degree: two percent (2.0%) of the Battalion Chief's base wage; or
31 2. Bachelor Degree: three percent (3.0%) of the Battalion Chief's base wage,
32 whichever is higher.

33
34 **D. Wildland Fire Credential Incentive**

35
36 Any Battalion Chief who holds a red card qualification as a Type 3 or above in
37 the following categories shall receive an additional two percent (2.0%) of base
38 hourly wage:

- 39
40 1. Incident Commander
41 2. Logistics Section Chief
42 3. Finance Section Chief
43 4. Operations Section Chief
44 5. Planning Section Chief

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

- 1 **6.** Public Information Officer
- 2 **7.** Safety Officer
- 3 **8.** Division Supervisor
- 4

5 If an employee holds more than one (1) of the above certifications they will only
6 receive the incentive for one (1) of the qualifications.

7
8 **Intent:** Incentives are calculated on the employee's base hourly wage.

9
10 **Reopener:** There shall be a reopener for Higher Education and Wildland Incentive of
11 this article in FY 24/25.

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 30 Special Assignment Incentive**

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

8 The following Special Assignments will be given 2.5%:

- 9 • Telestaff Manager

10
11 In addition to the listed Special Assignments, the Administration and Association
12 can meet and confer for additional temporary Special Assignments and level of
13 incentive for short term Special Assignments at either two and one-half percent
14 (2.5%) or five percent (5.0%) but in no case to exceed five percent (5.0%).

15 If multiple employees apply for an assignment, a selection process shall be
16 applied that is agreed upon by the District and the Association.

17 For each of the Special Assignment Incentives defined herein, the District will
18 prepare applicable Special Assignment descriptions, responsibilities and
19 expectations.

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

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 31** **This Page Intentionally Left Blank**

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1 **ARTICLE 32 Holiday Pay**

2 **56-Hour Shift Employees**

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56-hour employees on a twenty-four-hour (24) schedule will receive two (2) lump sum allowances of seventy-two (72) 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 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 72 hours = 42.61 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 December or June distribution dates under this provision will receive a pro-rated holiday pay distribution based on the time they served during the previous relevant six-month period.

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

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

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.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 33 Uniform Allowance**

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

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

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

11 **Class A Uniform Allowance**

12
13 Current employees shall receive a one-time eight hundred and fifty dollars (\$850)
14 uniform allocation for the expressed purpose of purchasing a Class A uniform as
15 specified by the District. Distribution will occur on the first full pay period
16 following full contract ratification and proof of purchase shall be presented to the
17 District within sixty (60) days of distribution.

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 34 Tuition Reimbursement**

2 The District will reimburse full-time employees for their educational costs for
3 coursework or specialized training that the District believes is beneficial.
4

5 Both credit-yielding courses from accredited academic institutions of higher
6 learning and non-credit yielding technical training courses are eligible for
7 consideration for tuition reimbursement. Tuition or class fees will be reimbursed
8 for non-credit yielding courses if the subject matter directly relates to an
9 employee's job description and/or future jobs within the District.
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11 Tuition reimbursement will occur under the policies stated in the East Fork Fire
12 Protection District Procedures Manual Tuition Reimbursement.
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1 **ARTICLE 35 Employer Medical Evaluation**

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 36 Annual Leave**

2 **A. Basis of Accrual**

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

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED/PAID</u>	<u>HOURS PER PP</u>
0 - 4 Completed year	6 shifts (144 Hours)	5.54 hours per PP
5 - 9 Completed years	8 shifts (192 Hours)	7.39 hours per PP
10 – 14 Completed years	10 shifts (240 Hours)	9.23 hours per PP
15 – 19 Completed years	12 shifts (288 Hours)	11.08 hours per PP
20 – 24 Completed years	14 Shifts (336 hours)	12.93 hours per PP
25 years or more	16 Shifts (284 hours)	14.77 hours per PP

5 2. All employees in PERS who are employed on a continuous full-time basis will
6 accrue annual leave on the basis of the schedule below:

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED/PAID</u>	<u>HOURS PER PP</u>
0 – 4 Completed years	88 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

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

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

12 **B. Payment on Death**

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

18 **C. Carry-over of Annual Leave to Following Year**

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

21 Any unused hours over 504 or 240 hours (depending on whether the employee is
22 a Fire PERS or PERS employee) in the employee's bank at the end of the last
23 pay period of the year will be transferred into the employee's Sick Leave bank
24 balance by the end of the first pay period of the following year. The District will

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 inform all employees of the date of the last pay period of the year via email a
2 minimum of 6 pay periods prior to the date.

3
4 If an employee is unable to use leave due to the District cancelling approved leave
5 (shall be entered as Forced Regular in Telestaff with a note stating what leave was
6 cancelled) within the last 60 days of the calendar year and the employee is over
7 the max hours on January 1, that employee shall not have those hours reset, in
8 accordance with this provision, at the end of that calendar year and may use the
9 canceled hours in the following calendar year.

10
11 **Employees with any unused hours over 504 or 240 hours (depending on**
12 **whether the employee is a Fire PERS or PERS employee who wish to be paid**
13 **out up to 72 hours (56-hour employees) or 40 hours (40-hour employees)**
14 **must submit the required form no later than December 1st to Human**
15 **Resources with pay out in February.**

16
17 **D. Payment of unused accrued Annual Leave upon Retirement**

- 18 1. Payout shall be made
19 a. directly to the employee
20 b. or at the employee's option, into the employee's Deferred
21 Compensation Account.
22

23 **E. Approval for Use of Annual Leave**

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

25
26 The first person in the Battalion Chief rank that request annual leave 30 or more
27 days prior to the date requested are guaranteed the day off.

28
29 Subsequent requests for annual leave are approved, pending coverage. Once
30 covered, they shall be considered approved.

31
32 Fire PERS employees on a 40-hour work week due to light duty, are guaranteed
33 annual leave once approved by their immediate supervisor.

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35 **Reopener:** There shall be an Annual Leave reopener for FY 23/24.
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1 **ARTICLE 37 Sick Leave**

2 **A. Basis of Accrual**

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

6 **1. Fire PERS employee:** 7.39 hours per pay period totaling one hundred and
7 ninety-two point one four (192.14) hours per year.

8
9 **a.** Hours will be credited to the employee at the beginning of the pay period.

10
11 Employees who are hired during the middle of a pay period will have their
12 hours for that pay period prorated based on 14 days per pay period.

13
14 Ex: employee whose first day is on the 5th day of the pay period will be
15 calculated as follows:

- 16 • Fire PERS $7.39/14=0.5279$ hours per day.
17 $14-4=10 \times 0.5279=5.279$ hours of leave accrued that pay period.

18 **B. Maximum Accrual**

19
20 **Fire PERS Employees**

21
22 Any unused hours over 1,512 hours in an employee's bank at the end of the last
23 pay period of the year will be removed by the end of the first pay period of the
24 following year. The District will inform all employees what the date of the last pay
25 period of the year will be via email at least six (6) pay periods prior to that date.

26
27 **C. Authorization for Use of Sick Leave**

- 28
29 **1.** Employees are entitled to use sick leave only when he/she or a member of
30 the employee's immediate family is incapacitated due to a bona fide sickness
31 or injury which qualifies for coverage under the Family and Medical Leave
32 Act. Written medical verification for sick leave for more than two (2)
33 consecutive shifts for Fire PERS employees or 5 consecutive workdays for
34 PERS employees may be required and submitted to Human Resources. An
35 employee may be required to be examined by a physician selected by the
36 District for verification purposes and paid for by the District unless covered by
37 health insurance at no expense to the employee.
38 **2.** Sick leave may be taken in 1-hour to 24-hour increments. Sick leave hours
39 will be considered hours worked for FLSA purposes.
40 **3.** Sick leave may be granted by the District Chief in extraordinary
41 circumstances that he/she believes, in his or her sole discretion, will have a
42 beneficial effect on the employee's morale and welfare and is in the interest of
43 the District.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **D. Sick Leave Pay Out**
2

3 1. 56-hour employees may be compensated (at their base hourly rate based on
4 their permanent/regular assignment) for a maximum of 756 unused sick leave
5 hours upon separation/retirement from the District based on the following total
6 years of service:

9 Completed years	50.0 %
10 Completed years	53.3 %
11 Completed years	56.6 %
12 Completed years	59.9 %
13 Completed years	63.2 %
14 Completed years	66.5 %
15 Completed years	69.8 %
16 Completed years	73.1 %
17 Completed years	76.4 %
18 Completed years	79.7 %
19 Completed years	83.0 %
20 Completed years	86.3 %
21 Completed years	89.6 %
22 Completed years	92.9 %
23 Completed years	96.2 %
24 Completed years	100.0 %

7
8 **E. Sick Leave Pay Out at Separation and Retirement**
9

- 10 1. Sick leave payoff amounts shall be directed as follows:
11 a. Employees retiring on or before June 30, 2024: Payment shall be
12 made:
13 i. directly to the employee
14 ii. or at the employees' option into the employee's Deferred
15 Compensation Account.
16 b. Employee's retiring on or after July 1, 2024 payment shall be made
17 into the employees Retirement Health Reimbursement Arrangement
18 account
19

20 Notwithstanding the foregoing, in the event of a job-related death or total permanent
21 disability as determined under Workers' Compensation (NRS Chapters 616/617 in effect
22 on the date of the determination), the District shall pay one hundred percent (100%) of
23 the accumulated sick leave balance to either the employee or his/her legal heirs. The
24 payment shall be computed at the employee's base hourly rate based on their
25 permanent/regular assignment at the time of the death or total permanent disability.

26 **Reopener:** There shall be a Sick Leave reopener for FY 23/24.
27

1 **ARTICLE 38 Military Leave**

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

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 39 Administrative Leave**

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

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

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1 **ARTICLE 40 Court and Jury Leave**

2 **Jury Duty**

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

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

16
17 **Court Time**

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 41 Professional Development Leave**

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

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

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

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1 **ARTICLE 42 Bereavement Leave**

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

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

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

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

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

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

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 43 Extended Leave**

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

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

14 **Criteria/Limitations**

15
16 Eligibility is limited to full time equivalent employees (FTE) who have been
17 employed for a minimum of one year and have completed their initial
18 probationary period.

19
20 Employees utilizing EL must have a qualifying event that follows the same criteria
21 identified under FMLA.

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

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

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

30 Employees are not eligible for Extended Leave if they have filed a Workers'
31 Compensation claim, regardless if the claim is pending, delayed, or accepted.
32 Any employee who completes FMLA paperwork shall be provided the extended
33 leave request forms for extended leave.

34 **Additional Extended Leave (AEL)**

35
36 An additional twelve (12) week period of Additional Extended Leave (AEL) may
37 be requested by employees who have exhausted their job-protected leave under
38 the Extended Leave (EL) option and need additional time.

39
40 The requirements to utilize AEL shall follow the same requirements identified
41 under the EL option.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

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

10 **Definitions**

11 **FMLA – Family Medical Leave Act**

12 FMLA entitles eligible employees of covered employers to take unpaid, job-
13 protected leave.

14 **Extended Leave (EL)**

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

17 **Additional Extended Leave (AEL)**

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

20 **Intent:** Extended leave time shall be managed utilizing Telestaff.

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1 **ARTICLE 44 Leave Donation**

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

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1 **ARTICLE 45 Leave of Absence**

2 **A. Eligibility**

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

6
7 **B. Short Term LWOP**

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

10
11 **C. Long Term LWOP**

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

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

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

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1 **ARTICLE 47 Occupational Injuries/Illness**

2 **Injury/Illness Workers Compensation**

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

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43
44

1 **Total Compensation**

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

8 **FMLA While on Workers Compensation Leave**

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

14 **Disability Retirement**

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

22 **Modified Duty Assignments**

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

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

2 **A. Cafeteria Plan**

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

28

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

- 30
- 31 1. If a health benefit plan is waived pursuant to Section A (4) above,
32 employee shall receive a \$450 monthly contribution.
- 33 2. The District will provide employees with employee-only coverage at the
34 actual employee-only cost for the PPO or HSA health plan selected by the
35 employee subject to Article 48 E.
- 36 3. The District will provide employees with employee plus dependent
37 coverage at the actual employee/dependent premium cost for the PPO or
38 HSA health plan selected by the employee subject to Article 48 E.

39

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

- 41
- 42 1. Dental, vision, and life insurance may be purchased by the employee with
43 the monthly contribution of \$450.
- 44
- 45

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

3 The District will provide eligible employees with medical, dental, vision and life
4 insurance coverage at the current premium cost, which will vary depending upon
5 whether the employee has individual coverage or family coverage.
6

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

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

	Premium Contribution/Month	Annual Account Contribution
Employee Only	100% of Premium	\$1,500
Employee + Spouse	100% of Premium	\$2,500
Employee + 1 Child	100% of Premium	\$2,500
Employee + 2 or More Children	100% of Premium	\$2,500
Employee + Family	100% of Premium	\$2,500

11
12 **2. Annual Account Contribution Distribution**
13

14 Fifty percent (50%) of the annual account contribution will be deposited in
15 individual accounts two times each calendar year (the first Pay Dates in
16 January and July). If a plan participant experiences a qualifying event which
17 results in a status change during the year, the premium and account
18 contribution will change at that time. Account contributions will be
19 recalculated and reflect the new account contribution rate. If a plan
20 participant experiences a qualifying event which results in a status change
21 between January and July, the account contribution for July will be prorated
22 based on the participant's status when they had a qualifying event. The
23 employee will receive the next scheduled account contribution payment
24 based on the new status.
25

26 **3. Probationary Employees**
27

28 During the first year of employment, new employees will have the option of
29 participating in the High Deductible Medical Plan with Health Savings Account
30 or PPO medical plan.
31

32 First year employees will be eligible for Health benefits on the first day of the
33 month after their first thirty (30) days of employment.
34

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

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

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

9
10 **E. Premium Increases/Decreases**

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

36
37 **F. Benefits Committee**

- 38
39 • Refer to Non-Supervisor contract.

40
41 **G. Reopener**

42
43 If during the term of this agreement, health insurance premiums increase more
44 than twenty percent (20.0%) or if the District, of its own volition, changes the
45 health insurance plans in a manner which results in a decrease of benefits,
46 including an increase in deductible amounts, either party may reopen this article

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 for negotiations. Such negotiations shall begin no later than twenty-one (21)
2 days after the notice is given that the conditions justifying such a request exist.

3
4 **H. Ambulance Plan**

5
6 The District will provide each employee covered under this contract with
7 subscription to the EFFPD Sierra Saver Ambulance Subscription Program in the
8 manner defined for the general public participation. The benefit cost will be
9 considered as a taxable benefit to the employee and recorded as such with the
10 filing of employee federal income tax reporting. Employees covered under this
11 contract may elect not to participate, however no compensation will be provided
12 in lieu of participation.

13
14 **Reopener:** This article will reopen in FY 24/25.
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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 49 Retiree Health Reimbursement Arrangement**

2 In January of each year, an annual contribution will be paid into the employee's
3 individual Retiree Health Reimbursement Arrangement (rHRA) account and will be
4 based on months of service as of January 1st of each year.

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

- 7 • Employees with 61 to 120 months completed will receive an annual
8 contribution totaling Fifteen Hundred Dollars (\$1,500).
- 9 • Employees with 121 to 180 months completed will receive an annual
10 contribution totaling Twenty-Five Hundred Dollars (\$2,500).
- 11 • Employees with 181 to 240 months completed will receive an annual
12 contribution totaling Thirty-Five Hundred Dollars (\$3,500).
- 13 • Employees with 241 months completed or more will receive an annual
14 contribution totaling Forty-Five Hundred Dollars (\$4,500).

15
16 As an incentive to encourage internal promotion to the position of Battalion Chief
17 and to encourage retention in the position, one-time lump sum payments based
18 on months as a Battalion Chief will be provided as follows:

- 19 • When an employee has completed 12 months as a Battalion Chief they shall
20 receive a one-time lump sum contribution of Twenty-Five Hundred Dollars
21 (\$2,500)
- 22 • When an employee has completed 24 months as a Battalion Chief they shall
23 receive an additional one-time lump sum contribution of Five Thousand
24 Dollars (\$5,000)
- 25 • When an employee has completed 36 months as a Battalion Chief they shall
26 receive an additional one-time lump sum contribution of Ten Thousand
27 Dollars (\$10,000)

28
29
30 Employees with 25 fully completed years of cumulative service with the District
31 and 60 months completed as a Battalion Chief shall receive a one-time lump sum
32 contribution of Twenty-Five Thousand Dollars (\$25,000) upon retirement.

- 33
34 There shall be a rHRA reopener for FY 23/24.
35 There shall be a rHRA reopener for FY 24/25.
36 There shall be a rHRA reopener for FY 25/26.

37

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 50 Employee Assistance Program**

2 The District's Employee Assistance Program (EAP) is available as a counseling
3 and referral resource for employees and their families. Employees with drug or
4 alcohol dependency problems are urged to voluntarily seek confidential help
5 through the EAP.
6

7 Employees, who voluntarily seek assistance with a substance abuse problem
8 (prior to a request to be tested) and successfully complete a rehabilitation program,
9 will not be disciplined for such voluntary admission.
10

11 In order for an employee's request for assistance with a substance abuse problem
12 to be considered voluntary, the employee must make the request prior to being
13 requested to submit to a substance abuse test, which subsequently results in a
14 confirmed positive test result, and prior to a refusal to be tested.
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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 51 Association Business**

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

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

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

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

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

40
41 **Reopener:** This article will open FY 24/25.

42

1 **ARTICLE 52 Staffing**

2 The District recognizes the importance of firefighter safety and will continue to
3 work toward the overall goals of firefighter safety and sustainable funding.

- 4 • A Battalion Chief position will be staffed on a 24-hour basis.

5 When unable to fill a Battalion Chief with a promoted Battalion Chief, a qualified
6 actor for that position may be used.

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1 **ARTICLE 53 Communications**

2 **A. Bulletin Boards**

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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:

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

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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 sections B and C below, nor will such notices be prepared by District's employees during public access hours.

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B. Interdepartmental / Electronic Mail System

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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.

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38

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

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

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

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

- 1 1. The Association will reimburse the District for all costs associated with the
- 2 use of the District's equipment.
- 3 2. All copying and computer use will be done outside of public access hours,
- 4 unless authorized by management.
- 5 3. The use of the District's equipment by the Association will not interfere with
- 6 District's business.
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1 **ARTICLE 54 Prevailing Rights**

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

8
9 In the event the District intends to change a Prevailing Right, a copy of the
10 requested change will be sent to the Association for review. Any timely objection
11 raised by the Association shall be discussed with the District. If the objection
12 cannot be resolved, the dispute shall be subject to the grievance procedure set
13 forth in this agreement.

14
15 **Use of District's Facilities**

16
17 The District will permit the use of the District's meeting room facilities by
18 employees and the Association provided such use does not interfere with the
19 District's operations or scheduled activities. Facilities used by the Association
20 will be scheduled in accordance with the District's adopted scheduling
21 procedures to avoid conflicts in facility use.

22
23 **Meals**

24
25 Each shift employee will be responsible to pay for his/her own meals. The
26 Association will collect a monthly assessment to supply basic condiments
27 supporting the employee's meals. There shall be no cost to the District regarding
28 meals.

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1 **ARTICLE 55 Hours**

2 **A. All-Risk Suppression Personnel**

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

11
12 Shift hours begin at 0730 and end at 0730 the following day.

13
14 **B. Shift Reassignment**

15 Employees being moved from one shift will be given a 60-day notice prior to
16 movement. The Association will be notified via email as addressed in the CBA.

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 56 Safety**

2 **A. Safety Committee**

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

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

17
18 2. The Committee shall be composed of five (5) members and one (1) ex officio
19 member as follows:

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

32 **B. Meetings**

- 33
34 a. The Committee must meet at least quarterly, or as needed, to
35 effectively conduct the business at hand.
36 b. The Committee will send Committee agendas to the Association
37 President and District Fire Chief at least one (1) week prior to the
38 meeting.
39 c. The District will support the Committee administratively and will provide
40 agenda preparation, meeting documentation, and the distribution of
41 information to all interested parties, including the Association President
42 and the District Fire Chief, in a timely manner.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 d. Members appointed the Safety Committee shall be considered as
2 performing their normal work duties and responsibilities for their
3 positions when on committee business.
4

5 **C. Safety Turnouts and Equipment**
6

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

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1 **ARTICLE 57 Shift Trades**

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

4
5 In order to qualify under FLSA, an agreement between individuals employed by
6 the District to substitute for one another at their own option must be approved by
7 the District. This requires that the District approve of the arrangements prior to
8 the work being done, i.e., the District must know what work is being done, by
9 whom it is being done, and where and when it is being done.

10
11 **A. Trade Process:**

12
13 **1. In Rank Trades:**

14 The employee requesting the trade shall enter it in Telestaff. The employee
15 who will be working the trade shall then accept the trade. Once the trade
16 has been accepted by the employee working the trade, the trade is
17 approved.

18 **2. Out of Rank Trades:**

19 The employee requesting the trade shall enter it in Telestaff. The employee
20 who will be working the trade shall then accept the trade. The trade will then
21 need approval by a Battalion Chief. Once the trade has been approved by
22 the Battalion Chief, the trade is approved.

23 **3. All requests made with less than 24 hours' notice will require approval by**
24 **the on-duty Duty Chief.**

25
26 Responsibility for arrangement for the repayment of such time rests with the
27 employees involved. Traded time will be a contract between employees. The
28 District has no authority to enforce the pay back of owed time between
29 employees.

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

40 If the District promotes an employee outside the bargaining unit, that employee
41 shall fulfill all of his/her trade obligations, prior to the promotion taking effect.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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B. The following limitations to personal trades shall apply:

- 1. No employee on sick leave will be permitted to trade to work for another employee.
- 2. Employee's with less than six months of service shall not be permitted to trade work off, except for education reasons or other extenuating circumstances approved by the District Fire Chief or his/her designee.
- 3. All trades must involve a minimum duration of one (1) hour.

C. Employees may utilize the following trade times:

- 1. Employees must provide proof that they have fulfilled their trade requirements for the District staffing software.
- 2. Employees shall not trade for other commodities other than repayment at their normal rate for the hours the employee worked or for a straight shift-for-shift trade.

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

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1 **ARTICLE 59 Reduction in Force**

2 Employees will be laid off based on lowest level of Departmental Seniority in
3 accordance with Management Rights and Seniority articles.

4
5 **A. Notice**

6
7 Employees due to be laid off will be given written notice of such layoff at least
8 thirty (30) calendar days prior to the effective date.

9
10 **B. Bumping**

11
12 In lieu of being laid off, an employee may elect to demote to any job classification
13 in a lower maximum salary within the same job classification by bumping an
14 employee in that job classification who has lower overall District Seniority. An
15 employee being bumped will be treated as if laid off and will have any bumping
16 rights granted to the employee under this agreement with the District. A decision
17 to bump must be made by the affected employee within fourteen (14) calendar
18 days of notification that they will be laid off.

19
20 Employees who elect to demote to a lower job classification shall be promoted to
21 their previous position based on highest Rank Seniority in the position they were
22 bumped from as positions become available.

23
24 **C. Posting**

25 The names of permanent and probationary employees laid off will be placed on
26 the reemployment list for thirty-six (36) months. All employees eligible for rehire
27 status must meet all eligibility requirements of the position. Employees will be
28 recalled one at a time in the order in which their names are listed on the
29 reemployment list. Employees will be contacted by certified mail with the offer for
30 reemployment.

31
32 Employees who have been laid off due to a reduction in work force shall provide
33 their current address to the District if they wish to be contacted in the event a
34 position should become available for reemployment.

35
36 Any employee or designated representative shall respond in writing or by phone
37 to certified mail within ten (10) business days after receipt of notification that a
38 position of employment is available. If no response is received within ten (10)
39 days by the District that individual will forfeit reemployment.

40
41 **D. Reemployment**

42 Employees who are reemployed within thirty-six (36) months after they are laid
43 off will be entitled to the reinstatement of accrued and unused sick leave

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 remaining to their credit at the time of their layoff. Upon reemployment within
2 thirty-six (36) months, the employee will be eligible to accrue sick and annual
3 leave at the same rate as when the layoff occurred (if a sick leave buyback
4 option is exercised at the time of termination, no remaining sick leave accrual will
5 be reinstated).
6

7 **E. Adjustment to Layoff Process**

8 The layoff process may be adjusted to meet specific circumstances or other
9 alternatives considered to meet the needs of the District and Association, which
10 must be mutually agreed upon in writing by both parties. The parties will meet
11 and confer on any adjustments regarding the layoff prior to any layoff being
12 implemented.
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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 61 Probationary Period**

2 **Promotional Probation**

3 **Suppression:**

4 Upon promotion to the classification of Battalion Chief, an employee will serve the
5 equivalent of one hundred and twenty (120) shifts worked as a promotional
6 probationary period. The employee may be returned to his/her previous
7 classification and pay following Article 64 with cause.

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1 **ARTICLE 64 Seniority**

2 **A. Types of Seniority**

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

5
6 1. District Seniority will be determined by the following criteria:

- 7
8 a. An employee's District Seniority will be determined based upon
9 continuous full-time employment with the District as determined by
10 the hire date for a full-time position.
11 b. For the purpose of settling a tie, should two or more employees
12 have the same hire date, the tied employee's seniority will be based
13 upon their order on the ranked hiring list. If employees are tied on
14 hiring list, the tied employee's seniority will be determined by the
15 District Fire Chief.
16 c. Continuous service will be broken only by resignation of a full-time
17 position, discharge, or retirement.
18 d. District seniority will only be used for the purposes of lay-offs or a
19 reduction in work force.

20
21 2. Rank Seniority will be determined by the following criteria:

- 22
23 a. An employee's Rank Seniority will be determined based upon the
24 date an employee is hired, transferred, or promoted into the rank in
25 which they hold.
26 b. For the purpose on settling a tie, should two or more employees
27 have the same hire/promotion date, the tied employee's seniority
28 will be based upon their order on the ranked hiring/promotion list. If
29 employees are tied on hiring/list, the tied employee's seniority will
30 be based upon District Seniority.
31 c. An employee that is demoted to a lower rank, or transfers back to a
32 position in another division, will be placed within that lower rank, or
33 positions seniority list, based upon the date in which they would
34 have originally qualified for placement in that rank. If any ties exist,
35 the above procedure will be used to determine seniority.
36 d. Rank seniority will be used for all operational or other needs of the
37 District, i.e. Annual station rotations/requests, open positions, shift
38 movement or requests or a request by the District due to
39 operational need.

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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B. Seniority List

1. Upon completion of this agreement, lists defining the District and Rank Seniority will be agreed upon. These lists will become the only working and approved seniority lists.
2. The list will be updated upon any changes within seniority. The changes will be agreed upon between the District Fire Chief or his/her designee and the Association President or his or her designee. Once agreed upon, the list will be distributed to the District office, all staffed stations and the Association's Secretary.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 65 Employee Relations Liaison**

2 The Association will provide a liaison to work with the District's Director of
3 Administrative Services or designee. The liaison will be appointed by the
4 Association president. The duties of the liaison will include assisting with the
5 coordination of payroll related matters, employee relations, benefits
6 management, time and attendance management, retirement of Association
7 members, or additional tasks as directed by the Director of Administrative
8 Services or designee. The District will bear the cost of any training that is
9 considered necessary by the District's Director of Administrative Services. Only
10 Training time, as designated in Telestaff, will be used for approved training.
11

12 **Intent:** This article will not duplicate the article in the non-supervisor contract.
13
14
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16

1 **ARTICLE 66 Replacement of Personal Property**

2 **Lost, Stolen or Destroyed**

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

12
13 **Replacement Cost Limits**

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

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 67 Station Habitability Committee**

2 The District and the Association shall form a Station Habitability Committee
3 composed of two Association members and two management representatives,
4

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

11
12 The Committee will be assisted by third party professionals where appropriate.

13
14 **Reopener:** There shall be a reopener for this article in FY 23/24.

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **ARTICLE 72 Cell Phone Allowance**

2 The District will provide an annual cell phone allowance in the amount of \$650 per
3 employee. Twenty-five dollars (\$25) will be paid to the employee each pay period
4 of the year.

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Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **APPENDIX A Classifications**

2 The District and the Association agree that employees within the following
3 classification is represented by the Association and will comprise the members of
4 the bargaining unit:

- 5 • Battalion Chief

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1 **APPENDIX B Employee Development/Performance Program**

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

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

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

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

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

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

27
28 Employees contribute to informal resolution by:

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

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

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

44
45

1 **Employee Development and Performance Program is a Two-Part Process**

2 The “**Informal Process**” involves techniques that are utilized to:

- 3
- 4 • Increase motivation and development.
 - 5 • Prevent problems from developing.
 - 6 • Ensure responsibility is not ignored.
 - 7 • Discover mutually acceptable solutions to problems that do arise.

8

9 The “**Formal Process**” involves progressive disciplinary action, and occurs
10 when:

- 11
- 12 • Attempts to resolve a problem informally fail.
 - 13 • An employee is not taking responsibility to correct problems.
 - 14 • Problems are of an immediate and serious nature and therefore cannot be
15 dealt with informally.

16

17 **What is a Problem?**

18

19 A problem can be defined as the difference between a management expectation
20 and an employee’s success in meeting that expectation. Problems vary, but can
21 generally be assigned to one of three distinct categories: Conduct, Attendance,
22 or Performance. Each category is defined and examples are provided.

23

24 **In each case, these are examples only. They are in no way intended to be**
25 **all-inclusive for the category.**

26

27 **CONDUCT:** Conduct is a mode or standard of personal behavior. It is how a
28 person acts or carries him or herself and how that person interacts with those
29 around him or her. It is more closely related to personal behaviors than to
30 performance of job tasks. Examples of poor conduct include:

31

32 **Insubordination**

- 33 • Defiance of authority.
- 34 • Willful failure to do an assigned job or obey an order.

35

36 **Alcohol or controlled substances**

- 37 • Reporting to work under the influence of or use of alcohol while on duty.
- 38 • Using or selling controlled substances.

39

40 **Fighting**

- 41 • An argument between parties, provoked or unprovoked, that is disruptive to
42 others or the public.
- 43 • A hostile encounter between parties resulting in physical combat.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 **Threatening or striking another person**

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

4
5 **Dishonesty**

- 6 • Falsifying personnel documents.
7 • Falsification of EFFPD records or incident reports.
8 • Lying.

9
10 **Theft**

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

13
14 **Misconduct**

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

21
22 **Attendance:** Attendance relates not only to the ability of a person to arrive at
23 work at the start of their scheduled shift, but also to be present at assigned
24 locations throughout the shift. Examples of attendance problems include:

25
26 **Tardiness**

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

31
32 **Absenteeism**

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

38
39 **Abandonment**

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

43
44 **Performance:** Performance refers to a person's ability to do satisfactory and
45 competent work. Failure to follow established policies or rules and failure to
46 meet performance standards are among the most common problems associated

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 with performance. The former is within the power of a person to control, and
2 may, therefore, logically result in discipline. Examples of performance problems
3 include:

Appearance

- 4 • Failure to wear approved uniforms on duty.
- 5 • Wearing uniforms beyond their acceptable appearance.
- 6 • Failure to maintain a professional image on duty.
- 7 • Failure to maintain appearance within the guidelines of the EFFPD policies &
8 Procedures.

Safety

- 9 • Engaging in acts, which expose any person to potential injury.
- 10 • Failure to use safety equipment provided by the EFFPD where appropriate.
- 11 • Failure to follow safety guidelines as prescribed by the EFFPD Policies &
12 Procedures, Rules and Regulations, and Administrative Directives.

Performance of Duties

- 13 • Poor performance of routine and/or emergency duties or assignments.
- 14 • Poor performance while in a training or evaluation setting.
- 15 • Fails or is slow in reporting for emergency or non-emergency duties and
16 functions.
- 17 • Fails to follow direction given by a supervisor or instructor.

Complex Problems

18 Although problems are generally assigned to one of three categories, it is
19 essential to remember that problems often involve factors that overlap into two,
20 or even all three categories. For instance, a tardy employee who threatens the
21 supervisor when confronted has demonstrated problems in two categories:
22 Attendance and Conduct. As a result, that employee may receive discipline in
23 two or more categories. Supervisors must remember that it is important to
24 consider an employee's overall success in meeting expectations.

Which Process Do I Use?

25 When a problem initially arises, the first question usually asked is: Should there
26 be an attempt to resolve this problem informally, or does the problem warrant
27 formal discipline? The answer to that question cannot be decided until the
28 supervisor gathers some basic information concerning the problem.

- 29 • Was there negative action or negligence on the part of the employee that is
30 intentional?
- 31 • Did the action or negligence involve a breach of safety or honesty, or have a
32 negative impact on operations?
- 33 • Was the action or negligence a violation of policy?

1 **Information Gathering**

2
3 Information gathering is a fact-finding mission, and the more time and effort put
4 into finding out the facts, the easier the rest of the process will be. Information
5 gathering usually starts as a conversation between the employee and supervisor
6 to get a general idea of what happened. The supervisor should:

- 7
8 • Offer Association representation.
9 • Ask as many questions as needed to get the whole picture.
10 • Talk to co-workers, employees on other shifts, or anyone else with knowledge
11 about the incident.
12 • Make a personal observation of any physical items involved.
13 • Listen attentively to what all parties have to say.
14 • Keep an open mind.

15
16 After all necessary information has been gathered; the supervisor should decide
17 whether the problem could be handled by applying the Informal or Formal
18 Process.

19
20 **The Informal Process**

21
22 The underlying goal of the Informal Process is to prevent problems from
23 developing and to quickly eliminate problems that do arise. Six strategies and
24 techniques have been determined to be important components of an effective
25 Employee Development and Performance Program, especially a program that
26 places a great deal of importance on supervisor and employee responsibility.
27 When these strategies and techniques are properly utilized, supervisors should
28 have very few discipline problems. When a problem is first identified, the
29 supervisor and employee attempt to resolve it through these six strategies:

- 30
31 • Developmental Coaching
32 • The application of Training
33 • The removal of Obstacles
34 • The timely delivery of Feedback
35 • The arranging of Consequences
36 • Provide Counseling

37
38 **Coaching**

39
40 Coaching is an informal, often times spontaneous discussion designed to assist
41 an employee in developing knowledge, skills, and abilities. It is the everyday
42 interaction between supervisor and employee that leads to employee
43 development.

44
45 Praise and encouragement are the most effective coaching tools. They enable
46 the supervisory coach to define exactly what he/she expects in a positive way. A

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

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

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

- 5
- 6 • Provide employee with positive feedback.
- 7 • When you have to criticize, focus on the problem, not the individual’s
- 8 personality.
- 9 • Give employees both positive and negative feedback.
- 10 • Build and maintain strong relationships with employees.
- 11 • Confront employees with problems in their performance.
- 12 • Use active listening skills.
- 13 • Listen more than you talk.
- 14

15 As an effective supervisor, you will need to know what to coach and when to
16 coach. Generally, you will need to assume the role of coach when a member of
17 your work team does not know how to do an assigned task, performs a job
18 incorrectly, or does not perform to prescribed standards.

19
20 Generally, if the performance problem is one of attitude or motivation, you may
21 need to counsel the employee.

22
23 Once you identify an area that requires coaching, either through direct
24 observation or an employee’s direct request for help, you can develop a coaching
25 plan. Elements of a plan may include:

- 26
- 27 • Let employees know what is expected of them by clearly defined standards
- 28 and job responsibilities. Develop a work plan with agreed upon tasks and
- 29 completion dates.
- 30 • Let employees know how they are doing through positive and negative
- 31 feedback, evaluation of performance, and documentation of strengths and
- 32 weaknesses.
- 33 • Mutually develop a plan for improvement. Monitor progress in areas that
- 34 need strengthening and suggest and provide appropriate training. Recognize
- 35 and praise performance improvement.
- 36 • Remember the principles of effective communication.
- 37

38 **Theory:** If an employee seeks assistance in resolving a problem, there is a
39 chance that the problem can readily be resolved. If a person does not recognize
40 that a problem exists, that person will have no reason to change his or her
41 behavior.

42
43 **Guidelines for Effective Coaching:**

- 44
- 45 • Resolutions should be discussed in terms of what is desired by the Fire
- 46 District.

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

- Employee's comments or reactions should be encouraged.
- The supervisor should provide a rationale for policies or rules in question.
- All persons involved should listen carefully. A tip to assist in the communication process is to re-state what is heard to ensure adequate understanding.
- Commitments to change should be sought, and the door should be kept open for future discussions about the problem.
- Supervisors should express confidence in the employee's ability to improve.
- Coaching sessions should end on a positive note.

Training

Training employees for their jobs and developing their skills and abilities are important responsibilities of the supervisor. Part of your job will be to create a climate for learning by endorsing training activities, encouraging employees to take advantage of them, and helping them in every way to grow on the job.

Training consists of activities designed to provide employees with the knowledge, skills, and abilities required to do the job properly. Training usually takes place in a structured format with pre-established objectives. Problems can arise when employees are not provided with an appropriate level of training. When this occurs, attempts to resolve the problem any other way would be unsuccessful. Training deficiencies may be identified during Coaching sessions, or the supervisor may have to make a more thorough inquiry into the employee's training history.

Theory: If an employee lacks the necessary knowledge, skills, or abilities, he/she will be unable to perform effectively.

Guidelines for Effective Training:

- Supervisors who believe that a lack of training may be contributing to a problem should ensure that job requirements haven't changed since the employee was initially trained and that the employee has received appropriate training in all elements of the job.
- Any deficiency in training should be addressed by providing the employee with the training needed.
- The supervisor should monitor the employee's performance to determine if the training was successful.

Obstacles

Removing obstacles involves ensuring the employee has the time, tools, equipment, and proper direction required to do the job. It may involve determining if anything outside of the supervisor's immediate attention prevents the employee from doing the job properly. Removing obstacles means that it is

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1 important to look below the surface. Again, problems in this area may be
2 identified during Coaching sessions. Supervisors should be sensitive to
3 concerns and issues relating to the employee's personal situation. Should the
4 supervisor identify personal issues relating to performance, the utilization of the
5 Employee Assistance Program (EAP) is encouraged.
6

7 **Theory:** If a person does not have the time, tools, or equipment needed to do a
8 job, receives conflicting instructions, or has serious personal problems that
9 interfere with doing the job, that person will be unable to do the job properly.
10

Guidelines for removing Obstacles:

- 11 • Supervisors should ensure the employee has the time, tools, and equipment
12 required to do the job properly.
- 13 • Determine if anything, either from within the organization or from outside of
14 the organization, is preventing the employee from doing the job right.
- 15 • Determine that specific actions have been taken to remove known obstacles.
16
17

Feedback

18
19
20
21 Supervisors should give employees feedback to tell them how they are doing.
22 Feedback can be used to discipline, correct, inform, or praise the performance of
23 employees.
24

25 Many supervisors mistakenly assume that employees know both how well they
26 are doing and how well their supervisor thinks they are doing. It is the
27 supervisor's responsibility to tell employees about their performance through
28 feedback.
29

30 Giving feedback to all employees - good and poor – is important. If we offer
31 feedback just to poor performers, we ignore the needs of good employees who
32 should be recognized for their efforts. Giving positive feedback is worth a
33 supervisor's time. By not correcting less productive performers through feedback
34 you may be implying that you are pleased with their performance.
35

36 Feedback is the act of providing specific qualitative and/or quantitative
37 information about conduct, attendance or performance, in relation to a given
38 standard or goal. For example, when a problem arises, the supervisor may elect
39 to Coach the employee as a method of informal resolution. If the problem does
40 not go away at that point, the supervisor should provide timely feedback on the
41 employee's success or failure at resolving the problem. Otherwise, the problem
42 may not go away or may become worse.
43

44 **Theory:** If a person does not know exactly how well or how poorly he/she is
45 doing, there is no way his or her performance can be improved. Regular, short-
46 term feedback is essential.

1 **Guidelines for Effective Feedback:**

2
3 Supervisors should evaluate the following questions:

- 4
5 • Does the employee know exactly how well he/she is doing?
6 • Does the employee get regular, short-term feedback about job performance?
7 • Have expectations been clearly identified with the employee?
8

9 **Consequences**

10
11 Arranging consequences consists of ensuring it actually does make a difference,
12 both to the employee and the organization, that a job is done and done correctly.

13
14 **Theory:** If an employee determines that it actually doesn't matter if the job is
15 done correctly, or if the consequences of doing a job properly or quickly are
16 unpleasant, ultimately, he/she will stop doing it correctly. For example: Does
17 doing the job properly or quickly result in additional work for the employee?
18

19 **Guidelines for arranging Consequences**

20
21 Supervisors should evaluate the following questions:

- 22
23 • What differences does it make to the employee if he/she performs as he/she
24 is supposed to? Are employees motivated to do the right thing?
25 • What happens when the employee does the job poorly or fails to do it at all?
26

27 **Counseling**

28
29 Counseling is a serious discussion between a supervisor and an employee
30 designed to correct employee problems. Counseling is planned, has a specific
31 purpose, and is intended to result in a specific action(s). When the supervisor
32 identifies a problem that requires more than a coaching session or determines
33 that coaching has failed to resolve a problem, he/she should plan to conduct a
34 Counseling Session with the employee.
35

36 **Counseling Procedure:**

37 Once the supervisor has decided to counsel an employee, the next level
38 supervisor will be contacted and informed of the proposed counseling. For
39 example, the Captain will contact the Battalion Chief. The Battalion Chief or next
40 level supervisor will confirm the counseling recommendation by:

- 41
42 • Comparing the counseling against the employee's disciplinary matrix.
43 • Determine whether or not the counseling conforms to the discipline process
44 and is consistent with previous decisions in similar circumstances.
45

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1 If the Battalion Chief or next level supervisor confirms the counseling
2 recommendation a Counseling session should be performed and documented
3 using the EFFPD Counseling form (Form A). A copy of the form will be given to
4 the employee, the Captain or next level supervisor will maintain a copy for 6
5 months, and the Battalion Chief will enter the counseling session into the
6 disciplinary matrix **(this is informal)**.

7
8 If the employee's disciplinary history will not allow counseling or if it is determined
9 that previous similar circumstances have resulted in formal discipline, the
10 Captain or supervisor and the Battalion Chief or next level supervisor will move to
11 the Formal Discipline Process and conduct an Investigative Interview.

12
13 **Theory:** Counseling is designed to assist an employee in eliminating a problem
14 so that formal discipline will not be necessary.

15
16 **Guidelines for Effective Counseling:**

17
18 **The guidelines for effective counseling are similar to those for effective**
19 **coaching. However, supervisors are encouraged to consider the use of**
20 **privacy, appropriate communication techniques, and overall tone of**
21 **discussion to differentiate a counseling session from a coaching session.**
22 **Counseling sessions should end on a positive, yet serious note.**

- 23
24
- Problems should be stated in terms of desired versus actual conduct, attendance, or performance.
 - The employee should be encouraged to provide comments or reactions.
 - The supervisor should provide a rationale for policies or rules violated.
 - All persons involved should listen carefully. A tip to assist in the communication process is to re-state what is heard to ensure adequate understanding.
 - Commitments to change should be sought and the door should be kept open for future discussions about the problem.
 - Necessary changes and appropriate time frames for compliance should be explained so that employees are aware of specific actions required of them.
 - Supervisors should express a confidence in the employee's ability to improve.
 - Counseling sessions should end on a positive yet serious note.
- 37

38 **Summary**

39
40 Supervisors should integrate the use of informal techniques into their everyday
41 management style. If they do so, they will see a decline in the number of
42 problems they must address. The use of informal techniques should become
43 second nature.

44
45 Attention to the six strategies or techniques by the supervisor is an important
46 step to assist the employee in eliminating a problem. It can then be more easily

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1 determined when a problem persists, that the employee has not taken enough
2 responsibility upon himself or herself to eliminate the problem.

3
4 Employees who do not respond to informal resolution techniques compel the
5 supervisor to consider formal disciplinary action. This action moves us to the
6 formal discipline process.

The Formal Process

7
8
9
10 The Formal Process occurs as a result of either a failure of the Informal Process
11 to eliminate a problem, or as an immediate response to a serious problem that
12 could not have been dealt with informally. A decision to use the Formal Process
13 begins after the supervisor completes his/her information gathering and conducts
14 a review of all informal steps that may have been taken. Once a decision to use
15 the formal process is reached, the Supervisor will continue the process with the
16 next level supervisor. For example, the Captain will proceed with the Battalion
17 Chief.

18
19 The Formal Process consists of:

- 20
21
- 22 • Preparing and conducting an Investigative Interview.
 - 23 • Utilizing the decision-making process in regards to discipline.
 - 24 • Preparing and conducting an Administrative Hearing, if applicable.
 - 25 • Documentation.

Preparing for an Investigative Interview

26
27
28 Disciplinary actions should follow the offense as soon as reasonably possible
29 and offenses must not be allowed to build up before action is taken. Before
30 meeting with an employee to discuss a problem that may lead to discipline, the
31 supervisors should take the time to prepare. The basic steps of preparation
32 include:

- 33
- 34 1. Gathering information concerning the incident or violation to justify the
35 potential for formal discipline. The goal is to gather enough information to
36 ensure that the incident can be adequately addressed.
 - 37 2. Reviewing notes from the information gathering process or documents from
38 previous efforts at resolving the problem. **If any information suggests that
39 the incident may be criminal in nature, the investigation or violation
40 shall be immediately referred to the District Fire Chief or designee. If it
41 is determined that the incident may be in violation of the EFFPD
42 Harassment Policy (sexual, racial, workplace violence, etc.) it shall be
43 referred to the District Fire Chief or designee, then forwarded to the
44 Director of Administrative Services or designee.**
 - 45 3. Preparing an agenda outlining major points to be covered in the meeting.

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1 4. Providing the employee with notification of the meeting location, date, and
2 time.

3 5. Ensuring that the employee has time to secure Association representation.
4

5 Once the steps taken to prepare are complete, the supervisors will then meet
6 with the employee to discuss the problem. This is known as an Investigative
7 Interview.
8

9 **Conducting an Investigative Interview**

10
11 The Investigative Interview is a formal meeting in which the supervisor and the
12 Battalion Chief or next level supervisor and employee discuss the problem at
13 hand. The supervisors identify the problem and discuss facts, evidence, etc.,
14 obtained during the information gathering phase. Section I of the EFFPD
15 Disciplinary Action Form (Form B) is completed to document the Investigative
16 Interview
17

18 During the Investigative Interview, the employee must be compelled to answer
19 questions and is afforded the opportunity to provide an explanation.
20

21 The Investigative Interview should be conducted by the immediate supervisor
22 and the Battalion Chief or may be conducted by the District Fire Chief and/or
23 his/her designee, depending upon the nature and seriousness of the event
24 leading to the meeting. Important points to remember during any meeting
25 between supervisors and employees are:
26

27 **Privacy:** Meetings should always be held in private. When problems are
28 discussed openly in front of others, people tend to become defensive and try to
29 save face.
30

31 **Listen:** An effective meeting is a two-way conversation, not a lecture. The
32 supervisor should remember that the employee may have a valid reason for what
33 he/she did, or the employee may not know that he/she violated a rule.
34

35 **Tone:** The tone of this meeting should be neutral.
36

37 **Use the Golden Rule:** Individuals who become involved in this process are still
38 dignified human beings and should be treated as such. Treat others as you
39 would want to be treated if the roles were reversed.
40

41 **Feedback:** Any actions or non-action shall be communicated to the employee
42 within fifteen (15) calendar days.
43

44 **Making a Decision in Regards to Discipline**
45

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1 Once a Captain or supervisor and the Battalion Chief or the next level supervisor
2 has conducted an Investigative Interview and has considered any response the
3 employee may offer, the information from the Investigative Interview will be given
4 to the District Fire Chief or designee, and a decision regarding formal action must
5 be made. An initial evaluation of whether disciplinary action is appropriate
6 involves the supervisors asking certain questions. These questions are intended
7 to provide a remedial check on supervisory strategies:
8

- 9 • Is there sufficient evidence that the employee violated a rule or procedure?
- 10 • Can I demonstrate that the employee understood a rule/policy that was
11 violated?
- 12 • Can I demonstrate that the employee knew in advance that such behavior
13 would be subject to disciplinary action?
- 14 • Can I demonstrate that the rule violated was reasonably related to the safe,
15 efficient, and orderly operation of the organization?
- 16 • Can I demonstrate that the employee committed an intentional act or
17 omission?
18

19 After answering these questions, the supervisor should then utilize the
20 Disciplinary Algorithm.
21

Disciplinary Algorithm

22
23

24 The Disciplinary Algorithm is a tool that assists supervisors in determining the
25 appropriate level of discipline to apply. The Disciplinary Algorithm prompts the
26 supervisor by asking questions that are designed to help determine the degree of
27 seriousness of the offense and the impact of the offense upon the Fire District.
28

29 When the supervisor applies the circumstances of the offense to the Disciplinary
30 Algorithm, he/she will be led to an appropriate range of disciplinary actions. The
31 supervisor should select the lowest action necessary to compel the employee to
32 take responsibility for eliminating the problem.
33

34 The Disciplinary Algorithm is designed to assist a supervisor in reaching a
35 reasonable recommendation based solely upon the merits of the case at hand.
36

37 The Disciplinary Algorithm requires the supervisor to consider three very
38 important factors: **safety**, **honesty**, and if there has been a **negative impact** on
39 Fire District operations. Determining where the infraction falls in relation to these
40 three queries will help the supervisors to remain consistent throughout the
41 decision-making process.
42
43
44

Safety

45
46

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1 It is incumbent upon the East Fork Fire Protection District and each employee to
2 provide as safe a working environment as possible. Safety is one of the most
3 serious considerations that must be addressed by the supervisor.
4

5 **Theory:** Safety is of paramount importance; therefore, safety rules and policies
6 must be closely monitored.
7

8 **Questions to Ask:** Supervisors must determine the following:
9

- 10 • Does the employee's action result in a potential threat to the safety of other
11 personnel or oneself?
- 12 • Does the employee's absence result in a potential threat to the safety of
13 personnel or operations?
- 14 • Was there willful or intentional disregard for a safety rule or policy, which was
15 known to the employee?
16

17 **Honesty**
18

19 Honesty and integrity are two of the most important characteristics of employees
20 who are given the trust of the public and their fellow employees and are therefore
21 taken very seriously.
22

23 **Theory:** A working environment where employees cannot be trusted is a
24 destructive one. Dishonesty or lack of integrity cannot be tolerated in any work
25 environment.
26

27 **Questions to Ask:** Supervisors should evaluate the following questions:
28

- 29 • Does the infraction or explanation of the infraction involve dishonesty or
30 untrue statements?
- 31 • Is there sufficient evidence of dishonesty or witnesses who lead to doubt the
32 employee's honesty?
- 33 • Does the infraction involve theft, and is there sufficient proof of employee
34 involvement?
- 35 • Do the facts or evidence support the employee's account or explanation?
36

37 **Negative Impact**
38

39 Although all infractions impact day-to-day operations in one way or another, the
40 supervisor must consider which of these presents an overall negative impact on
41 the department. Negative impact relates to the districts inability to quickly
42 recover from the costs or ramifications resulting from the employee's infraction.
43

44 **Theory:** Since the Fire District is a publicly funded, service-oriented
45 organization; its operations are constantly scrutinized. Infractions, which result in

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1 undue costs or embarrassment to the department, are counterproductive to the
2 success of the Fire District's overall mission.

3 **Questions to Ask:** The supervisor should evaluate the following items:
4

- 5 • Did the employee's actions have a negative impact on Fire District
6 operations?
- 7 • Did the employee's actions cause the Fire District loss of time, undue cost,
8 serious liability exposure, or potential liability?
- 9 • Does the action bring negative attention to the Fire District?

10
11 Once the above-mentioned items have been considered, the supervisor must
12 determine the severity of the infraction. Was this a minor or major infraction?
13

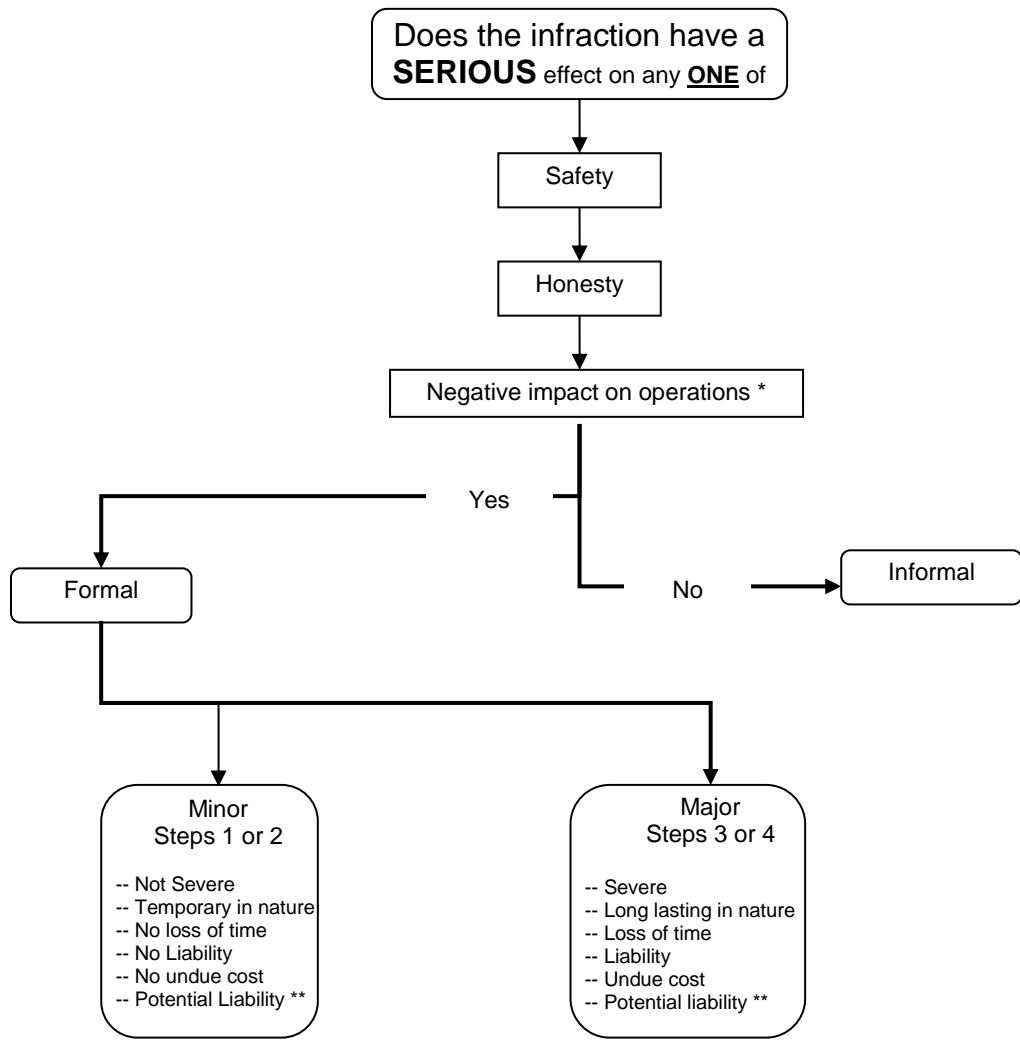
14 A minor infraction is usually not severe, is temporary in nature, and does not
15 result in undue cost or liability/potential liability to the Fire District.
16

17 A major infraction is usually severe, long lasting, or results in undue costs or
18 liability/potential liability to the Fire District.
19
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2
3

DISCIPLINARY ALGORITHM



4
5
6
7

* Injury, cost, damage to public image or negative impact on operations

** If intervention had not occurred the infraction could have caused bodily injury or high cost to the Fire District.

1 **Disciplinary Action Steps**

2
3 There are four progressive steps of disciplinary action in the Formal Process.
4 They are:

5
6 **Step 1:** A Step 1 action places an employee on written notice by the supervisor
7 that failure to correct a problem could lead to more serious discipline. This action
8 has an active life span of 6 months.

9
10 **Step 2:** A Step 2 action involves a minimum of a written notice to a maximum of
11 a one-half shift suspension without pay. A Step 2 is given when the action
12 warrants more than a Step 1 action or when a Step 1 action is not available. This
13 action has an active life span of 9 months.

14
15 **Step 3:** A Step 3 action involves a suspension. The suspension period will be a
16 minimum of one work shift to a maximum of one workweek without pay (For 56-
17 hour personnel, one work shift is 24 hours, one workweek is 56 hours. For 40-
18 hour personnel, one work shift is 10 hours; one workweek is 40 hours). This
19 action has an active life span of 12 months.

20
21 **Step 4:** A Step 4 involves a suspension but the suspension period will be one
22 shift with pay. This action has an active life span of 12 months. This is the most
23 serious disciplinary action in the EDPP process. Paid time away from work is
24 provided to the employee so that he/she may decide on whether employment
25 with the Fire District is in his/her best interest. Except in the most unusual
26 circumstances, any additional formal discipline during the active period of a Step
27 4 will result in a termination hearing.

28
29 **Disciplinary Decisions and Matrix Entry**

30
31 Once the supervisors decide the level of discipline to be taken the action will be
32 compared against the employee's disciplinary history and a determination will be
33 made as to whether or not the action conforms to the discipline process and is
34 consistent with previous decisions in similar circumstances.

35
36 All supervisors must remember that once a decision has been made to take
37 formal disciplinary action, it must be able to stand up to scrutiny. Problems occur
38 when:

- 39 1. There is insufficient evidence to support the action.
40 2. Procedures and legal requirements have been overlooked.
41 3. The case is unable to withstand counterpoints from the employee.
42 4. The action proposed is not consistent with previous decisions in similar
43 circumstances.
44 5. The action proposed is unacceptable considering the employee's overall
45 disciplinary history.
46

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1 After the proposed action is confirmed a disciplinary meeting is held to inform the
2 employee of the action. The action will be documented on the disciplinary form
3 and in the matrix. The Battalion Chiefs will maintain the Matrix.

4
5 Note: Any discipline greater than a step 2 or resulting in suspension requires an
6 administrative hearing prior to action being taken.

7
8 **Common Questions Are:**

- 9
10 • Are the three categories of problems (Conduct, Attendance, Performance)
11 strictly independent of each other?
12 • Are we required to be strictly progressive in the application of discipline within
13 each of these categories?

14
15 The answer to each question is no. The EDPP stresses that discipline be based
16 upon the employee's overall success at meeting managerial expectations.

17
18 **Rules, Matrix and Concepts**

19
20 A few rules apply to the application of the different steps of discipline.

21
22 **Rule #1:** Disciplinary actions have active life spans. Active is defined as the
23 total time period the disciplinary action weighs against the employee. The active
24 life spans are:

25
26 Counseling: 6 months

27
28 Step 1: 6 months
29 Step 2: 9 months
30 Step 3: 12 months
31 Step 4: 12 months

32
33 For instance, if Employee X receives a Step 1 disciplinary action on January 1,
34 2022, it becomes inactive on June 30, 2022, 6 months from the date the action
35 was imposed, providing no further problems occur during that 6-month period. If
36 further problems do occur prior to June 30, 2022, the active life span shall be
37 extended, as explained in Rule #2.

38
39 **Rule #2:** Active life spans are subject to **linking**. This is done to ensure that
40 documentation of prior disciplinary actions, often considered a basis for more
41 progressive disciplinary action, is not lost.

42
43 Continuing the example above, if Employee X were to receive a Step 2
44 disciplinary action for any offense on March 1, 2015, the active life span of the
45 Step 1 already given is extended by the life span of the Step 2, or 9 months. The
46 Step 1 and Step 2 actions will remain "active" until November 30, 2022 unless an

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

3
4 The EDPP is structured to prevent repetitive disciplinary action, which is
5 counterproductive for both the employee and the Fire District.

6
7 Repetitive disciplinary actions are controlled by Rule #3, which limits the number
8 of active actions in any step. This ensures that progressively more serious
9 discipline is imposed, when necessary.

10
11 **Rule #3:** The total number of active actions in any given step is listed below.
12 When these limits are exceeded, the action must move up to the next step.

13
14 Counseling: No more than 1 in each category.

15
16 Formal Actions:

17
18 Step 1: No more than 2 total
19 Step 2: No more than 2 total
20 Step 3: No more than 2 total
21 Step 4: No more than 1 total

22
23 For an example of how Rule #3 is to be applied, let's say that Employee X has
24 been progressively disciplined for Attendance and Performance (see matrix
25 below) and has yet to demonstrate a problem in the category of Conduct. Let's
26 now say that Employee X develops a problem in the category of Conduct that
27 must be dealt with. What Step(s) are available, considering the three rules
28 above?

29

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

30
31 The answer is a bit unique. Employee X may be counseled or given a Step 2 or
32 greater disciplinary action. The rules allow counseling in each category.
33 However, the rules will not allow more than two Step 1 actions, which Employee
34 X already has. Employee X has only one active Step 2 action, and is therefore
35 eligible for one more to reach the maximum of two. Let's continue the example
36 by stating that it has been decided that Employee X should receive a counseling
37 session for the first problem in the category of Conduct. The option to impose a
38 Step 2 action at this time is not being taken. The progression would then look
39 like this:
40

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1

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

2

3

4

5

6

7

8

9

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

10

11

12

13

14

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

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

15

16

17

18

19

20

21

22

23

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

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

24

25

26

27

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1 When Employee X then demonstrates yet another problem in the category of
2 Conduct, the supervisor is forced, when considering the rules, to impose a Step 4
3 action against Employee X. The progression chart below demonstrates that an
4 employee can reach a Step 4 action in a category without having received all of
5 the available progressively less serious actions.
6

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

7
8 Why did Employee X receive a Step 4 action under the category of Conduct?
9 Because the rules are designed to ensure that Employee X's overall disciplinary
10 history is considered. There are significant disciplinary actions in Attendance
11 and Performance (Step 3's) that demonstrate that Employee X, overall, is not
12 taking adequate responsibility for correcting problems.

13
14 What does this really mean? It means that discipline may progress across
15 categories. This is an essential component of a successful disciplinary program.
16 When an employee is held accountable for his/her overall behavior, the
17 employee is more likely to improve.

18
19 The example of Employee X is intended to demonstrate the progression of
20 discipline. Absent in the example are the Investigative Interviews (defined earlier
21 in this guide), Administrative Hearings, and the Disciplinary Meetings that are
22 part of the process.

23
24 **Administrative Hearings**

25
26 Administrative Hearings will be scheduled whenever the event leading to
27 disciplinary action is of such a nature that any resulting discipline may be greater
28 than a Step 2 action or a suspension.

29
30 The Administrative Hearing is a formal meeting in which the employee is afforded
31 the opportunity to provide an explanation directly to the District Fire Chief or
32 designee regarding the event(s) leading to the proposed disciplinary action. The
33 Administrative Hearing also allows the District Fire Chief or designee the
34 opportunity to ask questions pertaining to the event(s).

35
36 The employee and Association will receive written notification of the hearing
37 location, date, and time. Notification shall include the specific actions upon which
38 discipline may be based and any corresponding policy or rule violation, if
39 appropriate. The employee and Association will be afforded a minimum of seven

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1 (7) calendar days from notification to prepare for the hearing, unless both parties
2 mutually agree to meet at another date and time.

3
4 The employee may choose to respond in writing to the specified charges. If the
5 employee responds in writing, the District Fire Chief or designee must receive the
6 response no later than the date and time specified for the hearing. The
7 employee may choose to appear in person and/or be represented by a
8 Association representative.

9
10 Following the Administrative Hearing, a decision regarding the appropriate
11 disciplinary action to be taken, if any, will be made by the District Fire Chief or
12 designee. All decisions will be governed by rules of the Formal Process. The
13 decision will be communicated to the employee and the Association within fifteen
14 (15) calendar days after the Administrative Hearing, unless a different timeline is
15 mutually agreed to. The decision is communicated during a Disciplinary Meeting
16 by the District Fire Chief or designee.

17
18 **Disciplinary Meetings**

19
20 The immediate supervisor or Captain and Battalion Chief or the District Fire Chief
21 or designee conducts Disciplinary Meetings after an Investigative Interview or
22 Administrative Hearing to inform the employee and the Association of disciplinary
23 action decisions. The Disciplinary Meeting is documented in Section II of the
24 EFFPD Disciplinary Action Form. The nature of a Disciplinary Meeting is
25 informational, as the necessary discussions and reviews have already been
26 completed.

27
28 Supervisors should not allow Disciplinary Meetings to lead to debate. Employees
29 who are not satisfied with the result of this meeting should be referred to the
30 grievance article of the appropriate collective bargaining agreement. Supervisors
31 should consider the following recommendations related to a Disciplinary Meeting:

32
33 Before the Meeting:

34
35 The supervisor shall notify the employee of their right to representation. Section II
36 of the EFFPD Disciplinary Action Form must be completed with the following
37 information:

- 38
39 1. Level of disciplinary action.
40 2. Date of infraction.
41 3. Date of the Administrative Hearing, if any.
42 4. Effective dates of the disciplinary actions.
43 5. Suggested corrective action(s).

Supervisor Agreement (Battalion Chiefs) Between the East Fork Fire Protection District and the East Fork Professional Fire Fighters' Association Local 3726

1 During the Meeting:
2

- 3 1. Explain to the employee the level of disciplinary action to be taken.
4 2. State the specific problem in terms of **desired versus actual** conduct,
5 attendance, or performance, and the changes expected.
6 3. Ask the employee to confirm understanding.
7 4. Indicate your confidence in the employee's ability to perform properly.
8 5. Secure signature(s) of the employee and/or witness(es) involved.
9

10 After the Meeting:
11

- 12 1. Distribute copies of the EFFPD Disciplinary Action Form, as noted on the
13 form.
14 2. Monitor the employee's performance.
15

16 **Documentation**
17

18 All disciplinary actions above a counseling must be documented. Counseling
19 sessions are maintained solely by the immediate supervisor and the employee.
20 The Fire District disciplinary matrix will be updated by the Battalion Chief to
21 reflect the counseling session. Step 1 through 4 actions are maintained within
22 the Fire District disciplinary matrix, as well as in the employee's Human
23 Resources file.
24

25 **Purging Disciplinary Actions**
26

27 Disciplinary actions may be purged from Human Resource files when:
28

- 29 • A written request is submitted to the Human Resources Director.
30 • All disciplinary action in a category will be removed when the active life span
31 has been reached.
32

33 NOTE: The active life span of disciplinary actions and purge dates are extended
34 by any leave that exceeds 30 consecutive calendar days, unless a written
35 exemption is obtained from the District Fire Chief.
36

37 **Termination**
38

39 Termination is not discipline. Termination may result as a consequence of a one-
40 time serious event but most often results from an employee's continued failure to
41 accept responsibility for elimination of problems and/or failing to meet
42 management expectations. Therefore, termination is considered solely as an
43 administrative act separating an individual from City employment. The process
44 of notifying the individual shall be accomplished in a manner conducive to good
45 order and with respect for that person's dignity and privacy. The District Fire
46 Chief or the designee will typically accomplish this.

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1 **Note:** In cases where serious discipline is indicated but termination may not be
2 warranted, demotion may be considered.

3
4 **Representation**

5
6 Overview: During meetings, which are informal in nature, such as coaching and
7 counseling sessions, the involvement of an employee representative is not
8 required, though will be provided at the employee's request. During meetings
9 that involve or may likely lead to any form of discipline, representation is an
10 important component and will be offered to the employee.

11
12 **Employee Rights:** The supervisor shall notify the employee of his/her right to
13 have Association representation present during any meeting that may result in
14 any form of disciplinary action. If an employee requests that an Association
15 representative be present, the supervisor must contact a Local 3726 Principal
16 Officer or those persons authorized to act on behalf of the Association. If there
17 are none available, the meeting shall be postponed until a representative is
18 available. All East Fork Fire Protection District employees are protected by the
19 "Garrity Rights" in any disciplinary process that may involve criminal activity. The
20 Garrity Rights prohibit the use of statements gathered during an investigation in
21 subsequent criminal proceedings. As stated under Preparing for an Investigative
22 Interview, if any information suggests that the incident may be criminal in nature,
23 the investigation or violation shall be immediately referred to the District Fire
24 Chief or his designee.

25
26 During the Disciplinary Meetings: Supervisors should follow proper procedures
27 whether an Association representative is present or not. If the employee or
28 Association disagrees with the disciplinary action, a grievance can be filed and
29 the situation reviewed through the grievance procedure. Informal actions and
30 counseling are not subject to the grievance procedure. Steps One through Four
31 are subject to the grievance procedure. The supervisor should not fail to take
32 disciplinary action because of the possibility that the action may be grieved.

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East Fork Fire Protection District
Notification of Counseling Form

Employee Name: _____ Position: _____

Assignment: _____ Immediate Supervisor: _____

Desired Effect: Counseling is designed to assist an employee in eliminating a problem so that formal discipline will not be necessary.

Counseling procedures: Once the supervisor has made a decision to counsel an employee, the next level supervisor will be contacted and informed of the proposed counseling. For example, the Captain will contact the Battalion Chief. The Battalion Chief, or next level supervisor, will confirm the counseling recommendation. A copy of the form will be given to the employee, the Captain, or next level supervisor, will maintain a copy for 6 months, and the Battalion Chief will enter the counseling session into the disciplinary matrix.

Union Representation Offered: Yes No

Counseling Administered for: Attendance Conduct Performance

Effective Dates of Action: Active Date: _____ Inactive Date: _____

Signature of Employee: _____ Date: _____

Signature of Supervisor: _____ Date: _____

Signature of Witness: _____ Date: _____

**EAST FORK FIRE PROTECTION DISTRICT
Disciplinary Action Form**

Employee Name: _____ Position: _____
Assignment: _____ Immediate Supervisor: _____

SECTION 1: INVESTIGATIVE INTERVIEW

This Investigative Interview concerns a problem that may lead to formal discipline. A summary of the problem is given below. You have the right to respond in person at this time or elect to respond in writing within 48 hours of the date/time signed by the Interviewer below. Failure to respond either in person, or in writing, could result in disciplinary action being taken against you without your input. A decision regarding what, if any, disciplinary action may be imposed will be made after consideration of any response you may offer.

Purpose of Investigative Interview: CONDUCT ATTENDANCE PERFORMANCE

Interviewer Comments:

Employee Comments:

Union Representative: _____

* Signature of Employee: _____ Date/Time: _____
Signature of Interviewer: _____ Date/Time: _____
Signature of Witness: _____ Date/Time: _____

SECTION 2: DISCIPLINARY MEETING

Your response, if any, to the problem identified above has been considered. It has been decided to impose the action indicated below. Failure to correct a problem may result in more serious action being imposed against you at a later time.

Action to be taken: None Counseling Step 1 Step 2 Step 3 (# of shifts _____) Step 4

Database Entry: Date: ____/____/____ Admin Hearing Held? No Yes Date: ____/____/____

Effective Dates of Action: Active Date: ____/____/____ Inactive Date: ____/____/____

Union Representative: _____

Suggested corrective actions:

* Signature of Employee: _____ Date/Time: _____
(Acknowledging Receipt)
Signature of Interviewer: _____ Date/Time: _____
(Notify the next level of supervision when disciplinary action is imposed)
Signature of Witness: _____ Date/Time: _____

*Disciplinary actions may be appealed. Consult the appropriate Labor Agreement for the proper procedures.

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1 **APPENDIX C Pay Plan**

2 **East Fork Professional Firefighters - Battalion Chiefs Pay Plan**

3
4 **Note: Theses pay tables reflect a 5.2% Increase between steps.**

5
6
7 **Existing Pay Plan (7/1/21)**

8	9	10	11
	Step	Annual Wage	2912 Hourly
10	1	97,153.35	33.3631
11	2	102,266.53	35.1190
12	3	107,648.78	36.9673
13	4	113,314.66	38.9130
14	5	119,278.72	40.9611

15
16 **Effective Pay Period Starting 12/25/21 (paid 1/14/22),**

17 **1/2 Range Adjustment**

18	19	20	21
	Step	Annual Wage	2912 Hourly
20	1	102,011.15	35.0313
21	2	107,380.00	36.8750
22	3	113,031.32	38.8157
23	4	118,980.53	40.8587
24	5	125,242.79	43.0092

25
26 **Effective Pay Period Starting 6/11/22 (paid 7/1/22),**

27 **1/4 Range Adjustment and 1.5% COLA**

28	29	30	31
	Step	Annual Wage	2912 Hourly
30	1	106,091.73	36.4326
31	2	111,675.20	38.3500
32	3	117,552.49	40.3683
33	4	123,739.62	42.4930
34	5	130,252.60	44.7296

35
36 **Effective Pay Period Starting 12/24/22 (paid 1/13/23),**

37 **1/4 Range Adjustment and 1.5% COLA**

38	39	40	41
	Step	Annual Wage	2912 Hourly
40	1	110,335.39	37.8899
41	2	116,142.21	39.8840
42	3	122,254.50	41.9830
43	4	128,689.14	44.1927
44	5	135,462.75	46.5188

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1 **APPENDIX D Reopeners**

2

Article	Description	Reopener Date
8	Nevada Public Employees Retirement System	When there is a rate change
9	Corrective and Disciplinary Action	FY 23/24
20	Wages	FY 23/24, FY 24/25 and FY 25/26
28	Section B - Paramedic Certification Incentive	FY 24/25
36	Annual Leave	FY 23/24
37	Sick Leave	FY 23/24
48	Employee Life and Health Insurance	FY 24/25
49	Retiree Health Reimbursement Arrangement	FY 23/24, FY 24/25 and FY 25/26
51	Association Business	FY 24/25
67	Station Habitability Committee	FY 23/24

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