

Agreement between the
NORTH LAKE TAHOE FIRE PROTECTION DISTRICT
and the
TAHOE ASSOCIATION OF CHIEF OFFICERS
July 1, 2023 through June 30, 2024

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SECTION 1 – ADMINISTRATION

Article A. PREAMBLE

This Agreement is entered into between the NORTH LAKE TAHOE FIRE PROTECTION DISTRICT, hereinafter referred to as the "District," and the TAHOE ASSOCIATION OF CHIEF OFFICERS, hereinafter referred to as the "Association." Members of the Association, employed by the District, are covered by this Agreement and will hereinafter be referred to as "Employees."

It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise. It is recognized by both the District and the Association that the District is engaged in rendering public service to the general public and that there is an obligation on each party for the continuous rendition and availability of such services. It is further recognized by both the District and the Association that each party has a mutual obligation for executing the provisions of this contract.

All employees shall perform loyal and efficient work and services; shall use their influence and best efforts to protect the properties of the District and its service to the public; and shall cooperate in promoting and advancing the welfare of the District and in preserving the continuity of its service to the public at all times.

The full agreement between the parties, other than those portions of public employment agreements that are expressly provided for, or excluded from by state statute, is set forth herein.

As used in this Agreement, references to "Fire Chief" shall be the Fire Chief of the District or his designee.

Article B. ADOPTION OF AGREEMENT

1. **Adoption:** This Agreement will be deemed adopted and of binding effect, terminating negotiations during its term, upon approval and subscription of the Association and the District.
2. **Copy of Agreement:** The District agrees to post the current bargaining agreement on the District Intranet.
3. **Scope of Negotiations and Amendments:** By adopting this Agreement, the Association agrees that they will not seek any additional wage demands during the duration of this Agreement, but are entitled to entertain negotiations seeking to amend this Agreement concerning non-wage benefits.
4. **Bulletin Boards:** The District shall permit all reasonable use of Bulletin Boards located in the appropriate facilities of the District. All materials posted by the Association shall be in good taste and shall not contain information which would embarrass or coerce any employee or official of the District.
5. **Rules and Regulations:** Any changes in North Lake Tahoe Fire Protection District Policy and Procedure, and Standard Operating Guidelines, as amended from time to time shall be made at the discretion of the Fire Chief, as long as amendments are not in conflict with the existing contractual agreement.

Article C. AMENDING PROCEDURE

1. **Amendments:** If either the Association or the District desires to modify or change this Agreement during its term, it shall serve written notice on the other party setting forth the nature of the modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of the proposal. Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon shall become part of the Agreement, effective on the agreed date.
2. **Benefits:** No presently existing benefit, whether monetary or otherwise, may be reduced below its present level, whether such benefit is the subject of this contract, regular, ordinary, regulation or established custom of the Fire District; except that any such benefit shall be subject to negotiation and may be eliminated, reduced or increased, as a result of such negotiation.

Article D. DURATION OF AGREEMENT

The Parties hereby agree to a one (1)-year term for the collective bargaining agreement from July 1, 2023 through June 30, 2024.

Article E. RECOGNITION AND APPLICATION

The terms and conditions of the Agreement shall apply to those employees in the positions listed in Appendix A; regardless of membership in the Association.

The District recognizes the Association as the exclusive negotiating agent for purposes of establishing salaries, wages, hours, and other conditions of employment pursuant to NRS 288.150 for the positions listed in Appendix A.

Article F. STRIKES AND LOCKOUTS

1. The Association will not promote, sponsor or engage in, against the District, any strike, slow down, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or any other intentional interruption of the District regardless of the reason for so doing, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.
2. The District will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

Article G. RIGHTS OF MANAGEMENT

The District is entitled, without negotiation or references:

1. To direct its employees;
2. To hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take disciplinary action against any employee;
3. To relieve any employee from duty because of lack of work or for any other legitimate reason;
4. To maintain the efficiency of its governmental operation;
5. To determine the methods, means and personnel by which its operations are to be conducted;
6. To take whatever action may be necessary to carry out its responsibilities in situations of emergency; and,
7. To have and use any of the additional rights reserved to the District as a local government employer by NRS 288.150.

Article H. NON-DISCRIMINATION

1. The District will not interfere with, or discriminate in respect to any term or condition of employment, against any employee because of membership in the Association, or because of any legitimate activity pursuant to this Agreement by the individual employee or the Association on behalf of its members, nor will the District encourage membership in any other employee/employment bargaining organization.
2. The Association recognizes its responsibilities as the exclusive negotiating agent and agrees to represent all employees in the Association without discrimination, interference, restraint, or coercion.
3. The provisions of the Agreement shall be applied equally to all employees in the negotiation unit without discrimination due to political affiliation, or any protected class in accordance with any state or federal law. The Association shall share equally with the District the responsibility for applying this provision of the Agreement.

Article I. ASSOCIATION DUES AND SALARY CHECK-OFF PRIVILEGES

1. Employees may authorize payroll deductions for the purpose of paying Association dues. The District agrees to deduct from the employee wages, on a bi-weekly basis, such sums as the employee may specify. No authorization shall be allowed for payment of initiation fees, assessments or fines. Each employee shall have the right to terminate such payroll deductions at the end of any payroll period upon timely execution of the proper payroll document filed with Payroll.
2. The Association will indemnify, defend, and hold the District harmless against any claims made and against any suits instituted against the District on account of any action taken or not taken by the District in good faith under the provisions of this Article. The Association agrees to refund to the District any amounts paid to them in error due to the payroll deduction provision upon presentation of proper evidence thereof.
3. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriated Association dues. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Article J. ASSOCIATION ACTIVITIES

1. One (1) member of the Association, subject to the operational needs of the District, shall be granted leave from duty with full pay for all meetings between the District and the Association for the purpose of negotiating the terms of the contract when such meetings and/or hearings are held pursuant to Chapter 288 of NRS. Negotiating leave from duty shall not exceed an aggregate total of seventy-five (75) hours per year.
2. Subject to the operational needs of the District, any one (1) members of the Association's grievance committee shall be granted leave from duty with full pay for all meetings between the District and Association for the purpose of processing grievances when such meetings and/or hearings are held pursuant to this Agreement. Grievance leave from duty shall not exceed an aggregate total of twenty-five (25) hours per year.

Article K. GRIEVANCE PROCEDURE

1. **Purpose:** The purpose of the following grievance procedure shall be to settle as quickly as possible disputes concerning the interpretation and application of the Agreement.
2. **Definition of 'Working Day':** For the purpose of this article, a working day shall be defined as a normal Monday through Friday work day, holidays excluded.
3. **Time Frames:** Grievances not filed within the required time frames shall be forfeited. Grievances not responded to by the District within time frames shall be automatically moved to the next step as if the grievance was denied. The District and Association may agree in writing to extend any time requirements of this Article.
4. **Procedures:**
 - a. **STEP 1** - The employee concerned must within twenty (20) working days from the day employee is grieved, take up the grievance with the Fire Chief or designee who shall attempt to resolve the matter at the time. If the grievance is not settled during informal discussions within twenty (20) days of its occurrence, and the employee wishes to appeal the matter, within five (5) days employee will move to Step 2.
 - b. **STEP 2** - The employee concerned may, in the presence of a representative of the Association or a representative of employee's choosing, submit a grievance in writing to the Fire Chief or designee. The Fire Chief or designee shall attempt to resolve the grievance at that time and render a written decision within twenty (20) working days.
 - c. **STEP 3** - If the grievance is not settled at Step 2, the grievance shall be submitted within ten (10) working days to the District Board of Directors, to be placed on the agenda of the next regularly scheduled Board meeting, accompanied by all relevant documentation. The District Board of Directors, after examination of all relevant evidence and after consultation with the aggrieved employee or employee's representative, will render a decision within twenty (20) working days after the meeting.

- d. STEP 4 - If the grievance is not settled at Step 3 the grievance shall be submitted to arbitration within five (5) working days by either of the parties upon written notice to the other party. The arbitration board shall consist of the following: (1) an appointee of the employer, (2) an appointee of the Association, and (3) the above two (2) appointees shall select the third member of the board from a list of five names supplied by the American Arbitration Association. In selecting this person, each appointee shall remove one name from the list until only one remains. The remaining name will be the chairman.

The majority of the arbitration board shall render a decision and, failing to reach a majority, the decision of the chairman shall prevail. The findings of the arbitration board shall be final and binding on all parties concerned. The cost of any arbitration, or award, shall be at the discretion of the arbitrators. The cost for the services of the chairman shall be shared equally by both parties. Each party shall be responsible for paying its appointee to the board. The arbitrator's decision shall be rendered within thirty (30) days unless mutually extended by all parties.

Article L. HOURS OF WORK

1. The normal work period of employees covered by this Agreement shall consist of either forty (40) hour employees, or fifty-six (56) hour employees. It is recognized that in order to implement scheduled shift assignments, that personnel may be required to work less than or more than the above enumerated hours. The Fire Chief may assign an employee from a fifty-six (56) hour work week to a forty (40) hour work week. In this event, the forty (40) hour provisions of this Agreement will apply. Accordingly:
 - a. All leave balances will be multiplied by 5/7 to convert to a forty (40) hour work week equivalent.
 - b. When returning to a fifty-six (56) hour work week, all leave balances will be multiplied by 7/5 to convert to a fifty-six (56) hour work week equivalent.
 - c. All such schedule changes shall begin at the start of a pay period and end with the end of a pay period.
 - d. Nothing precludes an assignment by the Fire Chief or designee on a temporary basis.
2. Duty hours shall be devoted fully to the performance of assigned duties; periods of absence for personal reasons are not creditable toward duty hours and must be charged to sick leave, vacation leave, leave of absence without pay or, if resulting from a legitimate illness or physical injury, to sick leave or workers' compensation leave.
3. Employees may be required to attend meetings or functions, or return for extra duties.
4. Employees may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours. Employees may be called back to work at multiple alarms or other emergencies.
5. Both parties agree to confer prior to any changes to work schedule. All changes to work schedule must be approved by the Fire Chief or designee.

Article M. SAVINGS CLAUSE

1. This Agreement is the entire Agreement of the parties, terminating all prior arrangements and practices and concluding all negotiation during the term of this Agreement, except as provided in Section 1, Article B.
2. Should any provisions of this Agreement be found to be in contravention of any federal or state law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in force and effect until otherwise canceled or amended.

Article N. POLYGRAPH EXAMINATIONS

No member shall be compelled to submit to a polygraph examination against his will. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to polygraph examinations.

Article O. DISCIPLINE AND DISCHARGE PROCEDURE

The District shall not reprimand, demote, suspend or discharge any post-probationary employee for disciplinary reasons without just cause. The District may begin at any level of disciplinary action based on its determination of the seriousness of the alleged misconduct. An employee may appeal a written reprimand only through Step 3 (Board of Directors) of the grievance procedure of this Agreement. An employee may appeal a disciplinary demotion, suspension without pay or discharge through Step 4 (arbitration) of the grievance procedure of this Agreement. Filing a grievance does not stay or postpone any disciplinary action which shall be effective on receipt. New hire probationary employees are not subject to this article and may be discharged at any time during the probationary period with or without cause.

Article P. DRUG AND ALCOHOL POLICY

Positions covered under this agreement must adhere to Article 34 in the collective bargaining agreement as negotiated by IAFF Local 2139.

SECTION 2 – PAY

Article A. SALARIES

1. **Pay Rates:** The pay rates set forth in Appendix "A" are base pay rates for full-time service. No employee shall be paid at a rate above the maximum or below the minimum in the range to which employee's position class is assigned.
 - a. Effective the first full pay period following July 1, 2023, a pay increase equal to that received by employees represented by the International Association of Fire Fighters Local No. 2139 as referenced in Article 8 of the Collective Bargaining Agreement shall be applied to the base salary of each position listed in Appendix A.
2. **Pay Periods:** Each two-week period shall constitute a pay period. The pay period shall commence on Monday at 8:00 a.m. and end on a Monday at 7:59 a.m. The dates of payment shall be established by the District.
3. **Promotions:** Promotion to the position of Battalion Chief for members on IAFF Local 2139 pay rates will be calculated in the following manner (Example):

Captain Hourly Wage	\$	38.15
Holiday pay	\$	1.91
Education Group A	\$	0.23
Education Group B	\$	0.72
Longevity	\$	6.87
SUM	\$	47.88
Earnings Per Pay Period	\$	5,362.36
Annual Pay	\$	139,421.46
6% increase	\$	8,365.29
Annual Salary	\$	147,786.75

4. **Probation:** Upon successful completion of one-year probationary period positions covered under this agreement shall receive a five percent (5%) increase.
5. **Demotions:** When an employee is demoted within a position or to a lower position, the pay rate shall be commensurate with employee's new status within the range position in which employee was demoted.
6. **Reduction within a Position Class:** The Fire Chief, may reduce an employee within a position class from employee's current salary to any lesser salary within the salary range for that class upon failure of the employee to maintain a standard of work set forth in the position class job description. The employee may again be raised by the Fire Chief, to a salary not to exceed that from which employee was reduced.

7. **Transfers:** When an employee is transferred to a position in another class allocated to the same salary range, employee shall receive such salary as recommended by the Fire Chief, as approved by the Fire District Board of Directors, provided that employee's salary will not be reduced.
8. **Reclassification of Position:** When a job classification position is reclassified to a higher pay range, the employee in that classification shall be placed in the new pay range at a salary not less than employee's current salary.
9. **Full-Time Service:** For the purpose of determining eligibility for salary advancements and accrual benefits, the term "full-time service" shall mean the number of days actually worked on a job, including absences with pay. Military leave exceeding fifteen (15) days duration and leave of absence without pay shall not be credited as full-time service.
10. **Light Duty Pay:** When an employee is assigned to light duty because of a temporary physical disability or condition, employee shall be paid at the rate of normal duty assignment without regard to the temporary duty schedule. A temporary duty assignment shall not exceed six (6) months.
11. **Special Assignment:** Upon assignment by the Fire Chief, employee shall be entitled to special assignment pay in the amount of six percent (6%) of base salary bi-weekly for the period of the assignment.

Article B. PAY INCREASES

Pay rates and increases are covered in Section 2, Article A.

Article C. OTHER PAY

1. **Exempt Status:** Positions covered by this agreement are exempt employees and therefore not eligible for overtime.
2. **Administrative Executive Time:** Employees may receive additional compensation for filling a role on a billable wildland assignment. Battalion Chiefs may receive additional compensation for working on an unscheduled day to fill a Battalion Chief vacancy. Administrative executive time is paid at one (1) times effective base hourly rate. Effective base hourly rate is calculated by dividing annual salary by 2912 for fifty-six (56) hour employees and 2080 for forty (40) hour employees.
3. **Guideline for filling Battalion Chief position:** A Battalion Chief will have the first right of acceptance or refusal of the available shifts prior to filling with acting positions.
4. Exempt employees who have completed an extraordinary work assignment and/or spent substantially more time than a typical workweek to accomplish the job, may be recognized at the sole discretion of the Fire Chief with:
 - a. Up to 40 hours of time off without using accrued vacation or sick leave. The time off granted under this provision does not constitute compensation and, thus, has no cash value.
 - b. Additional compensation (e.g., flat sum, bonus payment, straight-time hourly amount, time and one half, or any other basis). Such additional compensation will not void their otherwise exempt status as specifically provided under the FLSA.

Article D. STAND BY DUTY

2. **Definition:** A period of non-duty hours when an employee is assigned to be available to respond to their duty station without delay. The Fire Chief may assign stand-by duty at his/her discretion.
3. **Requirements:** An employee assigned to stand-by duty must adhere to the following:
 - a. Provide a telephone number where they can be contacted.
 - b. Report for duty at their assigned station within two (2) hours after being paged or called. The two (2) hour requirement may be waived if the roadway system has been compromised by the emergency.

4. **Second Call Duty Chief:** It is the responsibility of the Battalion Chiefs to arrange for a second call duty Chief on Saturdays and Sundays.

Article F. LONGEVITY PAY

Positions covered under this agreement are not eligible for longevity pay.

Article G. EDUCATION PAY

Positions covered under this agreement are not eligible for education pay.

Article H. CLOTHING ALLOWANCE AND PERSONAL ITEM REPLACEMENT

1. **Uniform Allowance:** Each employee shall receive an allowance in the amount of \$1000.00 annually to be payable in two (2) equal semi-annual installments on the first payday in July and the first payday in January for the maintenance, repair and/or replacement of safety shoes, clothing, and uniforms required for work or dress.
2. **Protective Clothing and Equipment:** The District agrees to supply protective clothing and protective equipment for all employees covered by this contract. The District further agrees to replace protective clothing and protective equipment when they become worn, damaged, and obsolete or, no longer meet minimum safety standards.
3. **Watches and Eyeglasses:** The District agrees to reimburse employees for watches and eyeglasses that are damaged, lost or destroyed on the fire ground or while performing job-related duties to a maximum of one-hundred dollars (\$100.00) for each incident, as approved by the Fire Chief.

SECTION 3 - BENEFITS

Article A. GROUP INSURANCE

The District will pay one hundred percent (100%) of the health insurance premiums (medical, dental, vision, life, AD&D, long term disability) under the District's group health insurance plan for employees covered under this Agreement as negotiated by IAFF Local 2139. The District will pay eighty-five percent (85%) of the cost for employees' Spouse/Domestic Partner and Dependents.

Article B. RETIREE MEDICAL BENEFIT

Any employee of the District with a minimum of fifteen (15) years of service with the District who retires and qualifies for retirement benefits under Nevada Public Employees Retirement System (PERS) and has attained age fifty (50) either at the time of retirement or after the time of retirement will be entitled to the following benefit:

1. The District will pay one hundred percent (100%) of the health insurance premiums (medical, dental, vision, life, AD&D, long term disability) under the District's group health insurance plan for the retired employee and eighty five percent (85%) employee's spouse and dependent(s) at the time of retirement.
2. Any employee who retires before the age of fifty (50) is eligible for this benefit providing they have the required fifteen (15) years of service once the employee reaches the age of 50 while in retirement, but not before. The employee may remain enrolled in the District's health care plan until reaching age fifty (50) as provided for under NRS 287.0475. The employee will pay in advance the monthly health insurance premium amount calculated for employee, spouse, and dependent(s) to the District.
3. This benefit will terminate on the occurrence of the earliest of the following events; (i) the date of the employee's death; (ii) the date the employee's coverage is cancelled for any reason whatsoever, including, without limitation, the failure of the Employee to pay his or her share, if any, of the premiums for coverage; (iii) the date the employee becomes eligible for Medicare (even though the Employee does not elect to participate in Medicare). If the spouse of an employee is covered by this benefit, the spouses coverage is to terminate on the earliest of the following events: (i) the date of the spouses death; (ii) the date the spouse's coverage is cancelled for any reason whatsoever, including, without limitation, the failure of the spouse to pay his or her share, if any, of the premiums for coverage; (iii) the date of dissolution of marriage between the spouse and the

employee, (iv) or the date the spouse becomes eligible to participate in Medicare (even though the employee does not elect to participate in Medicare). If a dependent of a employee (other than the spouse of the employee) is covered by this benefit, the dependent's coverage under this benefit is to terminate upon the occurrence of the earliest of the following events: (i) the date the dependent's coverage is cancelled for any reason whatsoever, including, without limitation, the failure of the dependent to pay his or her share, if any, of the premiums for coverage or the failure of such dependent to continue to be covered as a dependent.

Article C. RETIREMENT

1. Except as provided in Paragraph 2 below, the retirement rights of the employees are as provided by the statutes of the State of Nevada.
2. The District will pay 100% of the employee's retirement contribution to the Nevada Public Employees Retirement System (PERS). Eligible compensation and service credit is determined at the sole discretion of PERS.

Article D. TUITION REIMBURSEMENT

The District shall pay one hundred percent (100%) of tuition, registration, lab fees, required textbooks, not to exceed one thousand (\$1000.00) dollars per fiscal year for required and elective courses in a degree program in which the employee is enrolled relating to fire and/or emergency services. Payment will be made only upon proof of course completion with a passing grade. Where a course is graded "satisfactory" or "unsatisfactory", only the "satisfactory" grade will be accepted.

Article E. PHYSICAL EXAMINATION

All employees covered under this Agreement shall be required to have a complete medical examination conducted each calendar year, as prescribed under NRS 616 and 617. Every attempt will be made to schedule this examination during work hours.

The medical examination shall be accomplished by a licensed medical doctor who shall be required to report the findings of the physical examination to the District.

The District will designate the physician who is to perform the physical examination. The physical examination shall consist of all those essential elements to determine the physical fitness of the employee and shall meet minimum requirements of NRS.

SECTION 4 – LEAVE BENEFITS

Article A. HOLIDAYS AND HOLIDAY PAY

1. Fifty-six (56) hour employees are not eligible for holiday pay.
2. The following holidays will be observed for forty (40) hour employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Juneteenth	June 19th
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Nevada Day	Last Friday in October
Veteran's Day	November 11
Thanksgiving Day	Thanksgiving Day
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

or any other day that might be declared a holiday by the Governor of the State of Nevada, or by the President of the United States.

3. For 40-hour employees: in the event a holiday falls on a Sunday, the following Monday is observed as the holiday. If the holiday falls on a Saturday, the preceding Friday will be observed as the holiday.
4. Where one of the above holidays falls on an employee's first scheduled day off, the preceding day shall be observed as employee holiday and where one of the above holidays falls on employee's second or succeeding scheduled day off, the succeeding workday shall be observed as employee holiday.
5. For an employee on a flexible work schedule, the Fire Chief may, with prior notice, change the employee's schedule to accommodate the business needs of the Fire District the week of the holiday.

Article B. VACATION

1. A regular, full-time employee will be granted vacation benefits as follows:

Years of Continuous Service	Accrual Rate 40 Hour Employees per Year	Maximum Accumulation
Less than 5 years	120 hours	360 hours
5 years or more	160 hours	480 hours
10 years or more	200 hours	600 hours
15 years or more	240 hours	720 hours

Years of Continuous Service	Accrual Rate 56 Hour Employees per Bi-Weekly Pay Period	Maximum Accumulation
Less than 5 years	7.4 hours	577.2 hours
5 years or more	8.3 hours	647.4 hours
10 years or more	9.2 hours	717.6 hours
15 years or more	10.2 hours	795.6 hours
20 years or more	11.1 hours	865.8 hours

The vacation accrual maximum may be waived with written approval of the Fire Chief. Vacation credits shall accrue for each pay period on a pro-rated basis.

2. An employee shall be paid at the effective hourly rate for each hour of vacation time taken.
3. Choice of vacation dates shall be granted whenever practical, but the operating requirements of the District, as determined by the Fire Chief, shall prevail.
4. Resignation and/or Retirement: A person about to resign or retire under the provisions of PERS an employee shall be granted a lump sum payment for vacation time accrued to employee's credit.
5. Death of Employee: Upon the death of an employee presently on the employment records of this District, a lump sum payment for the accumulated vacation time accrued to employee's credit will be made to employee's beneficiary or estate.
6. Advancing Vacation Time: Under unusual circumstances, advanced vacation time may be authorized. Requests for advanced vacation time will require the Fire Chief's approval and full justification. Each request for advanced vacation will be handled as a separate individual case and considered on its own merits.
7. Minimum Vacation Time to be Taken: The minimum vacation which may be taken at one time by a fifty-six (56) hour employee shall be twelve (12) consecutive hours. Vacation time may be taken partial hours for forty (40) hour employees with no minimum vacation to be taken.
8. Vacation Conversion: An employee may elect to cash out vacation leave in twenty-four (24) hour increments. The employee must have a minimum of ninety-six (96) hours to utilize this benefit.

Article C. SICK LEAVE

1. **Accrual of Sick Leave:**
 - a. **40-Hour Work Week:** Employees which have a 40-hour basic work week shall earn sick leave credit at the rate of four point six one (4.61) hours per bi-weekly pay period.
 - b. **56-Hour Work Week:** Employees which have a 56-hour basic work week shall earn sick leave credit at the rate of eight point three one (8.31) hours per bi-weekly pay period.
2. **Authorized Use of Sick Leave:** Sick leave with pay can be granted upon the approval of the Fire Chief or designee in the case of a bona fide illness or injury of an employee or illness, injury or death of a relative. For leave not covered under the Family Medical Leave Act (FMLA), use of sick leave shall not exceed one-hundred, forty-four (144) hours during any calendar year. Due to unforeseen circumstances, with Fire Chief approval, more leave may be granted. If applicable, Family Medical Leave will apply concurrently.
3. **Personal Leave:** Each employee shall be allowed one shift sick leave per fiscal year for personal use. This personal leave may be used any time upon notification by the employee to the Fire Chief but is subject to scheduling requirements.
4. **Certificate of Illness:** Evidence in the form of a physician's certificate or certificate of illness shall be furnished as proof of adequacy of the reason for the employee's absence during the time when sick leave was requested. Certificates may be required by the Fire Chief when there is an absence in excess of four (4) contiguous working days; or, whenever there is reason to believe that the sick leave is being abused. A release for work, detailing work restrictions, if any, may be required when an employee is returning to work after an injury or illness.
5. **Forfeiture of Sick Leave:** No employee shall be entitled to sick leave while absent from duty on account of any of the following:
 - a. Disability arising from any conduct which is in violation of federal, state or local statute, written District policy, or direct order of the Fire Chief.
 - b. Sickness or disability sustained while on Leave without Pay.
6. **Minimum Sick Leave to be Taken:** The minimum sick leave time which may be taken at any one time by any employee shall be one (1) hour. Fractions of hours of sick leave shall be considered as the next largest whole hour.
7. **Maximum Sick Leave Accumulation:** Unused sick may be accumulated to a total of one thousand eight hundred (1800) hours for fifty-six (56) hour employees, and six hundred (600) hours for forty (40) hour employees.
8. **Sick Leave Conversion:**
 - a. **Conversion of Accumulated Sick Leave:** Employees retiring and qualifying for retirement under Nevada PERS shall receive accumulated sick leave balance an amount equal to seventy-five percent (75%) of accumulated sick leave which he/she has to his/her credit, computed at the employee's effective hourly rate.
 - b. Fifty-six (56) hour employees have the option to "freeze" their sick leave hours and receive compensation each pay period as follows:

Accumulated Hours	Conversion
888 to 1320	2.77 times effective hourly rate
1321 to 1799	4.43 times effective hourly rate
1800	5.54 times effective hourly rate

- c. Forty (40) hour employees who have six hundred (600) hours of accumulated sick time will have additional accumulated sick time converted an amount equal to fifty percent (50%) of accumulated sick leave. The payment shall be computed at the employee's effective hourly rate.

- d. Upon termination of employment, except for cause, any employee with greater than two (2) years of service shall be entitled to fifty percent (50%) of all accumulated sick leave. The payment shall be computed at the employee's effective hourly rate.
- e. In the event of the death of an employee, one hundred percent (100%) accumulated sick leave shall be paid to the employee's designee or in absence of such, to the employee's estate. The payment shall be computed at the employee's effective hourly rate.

Article D. WORKERS' COMPENSATION LEAVE

When an employee is eligible at the same time for benefits under Chapter 616 of NRS (Industrial Insurance and Occupational Disease Acts) and for sick leave benefits, s/he shall not be required to use accrued sick leave for the period during which Nevada Industrial Insurance benefits are being received.

Any employee who suffers a job-connected injury or illness in the course of his/her employment with the District for which benefits are paid under Chapter 616 or 617 of NRS and such injury prevents said employee from performing his normal full-time duties, the District shall pay full salary to the employee for a period of up to but not exceeding accumulative of ninety (90) shifts within a period of one year from date of injury. During the ninety (90) shift period, the employee returns any Nevada Industrial Insurance pay to the district, exclusive of reimbursement or payment of hospital or medical expenses.

Subsequent to the (90) shift period in the above paragraph the employee may, at the option of the employee, apply for and receive accrued sick leave during the course of such disability. The amount of sick leave benefits paid to such employee for any pay period shall not exceed the difference between his/her normal salary and the amount of any Nevada Industrial Insurance benefit received.

When accrued sick leave has expired and the employee is still unable to work, they may utilize their accumulated vacation leave. The amount of vacation leave benefit paid to such employee for any pay period shall not exceed the difference between his/her normal salary and the amount of Nevada Industrial Insurance benefits received during which period the employee shall receive full compensation from the District, provided they return Nevada Industrial Insurance compensation to the District.

The District will pay on-the-job injured employees the difference between full daily salary and payment provided by Nevada Industrial Insurance. In recognition of the District's paying such full salary, the employee shall return to the District any compensation in lieu of salary received from Nevada Industrial Insurance. The amount of sick or vacation leave subtracted from the employee's accrued leave shall be proportionate to the difference between the Nevada Industrial Insurance benefits and the employee's full salary.

Notwithstanding the provisions of paragraph "B" of this article, when, as the result of an on-the-job injury, an employee is continually confined to a duly licensed hospital as a result of such injury, the District will pay full regular salary to the employee during the entire period of such confinement until Nevada Industrial Insurance ceases to render insurance payments in connection with said injury. For compensation purposes, the requirement of continual confinement to a duly licensed hospital may be waived by action of the District's Board of Directors when the Board determines that special circumstances warrant the action. During this period, the employee will not forfeit sick leave or vacation benefits but will refund all Nevada Industrial Insurance salary continuance payments to the District.

Any time within a maximum period of six months subsequent to the date the on-the-job injury occurred, an employee may elect to continue on Nevada Industrial Insurance leave, without additional compensation from the district and without refunding Nevada Industrial Insurance salary continuance payments to the District, provided the employee is receiving Nevada Industrial Insurance leave, the employee will accrue vacation and sick leave, and earn time credit toward longevity and retirement.

Article E. COMPENSATORY TIME

Exempt Status: Positions covered by this agreement are exempt employees and therefore not eligible for compensatory time.

Compensatory Time Conversion: An employee promoted into a position covered by this Agreement will have any accumulated compensatory time paid to the employee prior to promotion. The payment shall be computed at the employee's hourly rate.

Article F. SHIFT TRADING

A mutually agreeable exchange of duty days (shift trade) may be permitted between employees of equal acting position, providing the exchange does not interfere with the operations of the District and is approved by the Fire Chief at least twenty-four (24) hours prior to the exchange.

IN WITNESS WHEREOF, the District and the Association have caused these presents to be duly executed by their authorized representatives.

NORTH LAKE TAHOE FIRE
PROTECTION DISTRICT



Ryan Sommers,
Fire Chief

Date: 10/23/2023

TAHOE ASSN. of CHIEF
OFFICERS



Jeff Sambrano,
President

Date: 10/23/23

APPENDIX A. JOB CLASS & SALARY WAGE RANGES

For employees employed in good standing by the District at any time between 07/01/2023 and 06/30/2024 in the following job class:

Division Chief – 40 hours	\$127,200.00 - \$175,281.60
Fire Marshal – 40 hours	\$117,978.00 - \$175,281.00
Battalion Chief – 56 Hours	\$127,200.00 - \$175,281.60