



SHAWNYNE GARREN, RECORDER

APN# _____

Recording Requested by/Mail to:

Name: Tahoe Douglas Fire Protection District

Address: PO Box 919

City/State/Zip: Zephyr Cove, NV 89448

Mail Tax Statements to:

Name: _____

Address: _____

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Collective Bargaining Agreement - Tahoe Douglas Fire Protection District & Tahoe Douglas Professional Firefighters Local 2441 Supervisory (Battalion Chiefs)

Title of Document (required)

Please complete the Affirmation Statement below:

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

- Affidavit of Death – NRS 440.380 (1)(A) & NRS 40.525 (5) Military Discharge – NRS 419.020 (2)
 Other NRS _____ (state specific law)

-OR-

I the undersigned hereby affirm the attached document, including any exhibits, hereby submitted for recording does NOT contain the personal information of any person(s). (Per NRS 239B.030)

Kathy Donovan
Signature

Kathy Donovan
Printed Name

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



Collective Bargaining Agreement

Between

Tahoe Douglas Fire Protection District

And

**Tahoe Douglas Professional Firefighters Local 2441
Supervisory (Battalion Chiefs)**

For the Period

March 25, 2026 thru June 30, 2028

PREAMBLE

This Collective Bargaining Agreement (Agreement) is entered into by and between the Tahoe Douglas Fire Protection District, hereinafter referred to as the EMPLOYER, and the Tahoe Douglas Firefighters, Local 2441 Supervisory, hereinafter referred to as the BATTALION CHIEFS. Language referencing the main Tahoe Douglas Firefighters, Local 2441 collective bargaining agreement and negotiations by the Negotiations Committee is hereinafter referred to as the UNION or UNION CBA.

It is the purpose of the Agreement to achieve and maintain harmonious relations between the EMPLOYER and the BATTALION CHIEFS, to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards, wages, hours, and other conditions of employment.

The effective date of the contract is March 25, 2026 through June 30, 2028.

TAHOE DOUGLAS FIRE PROTECTION DISTRICT	TAHOE DOUGLAS FIREFIGHTERS LOCAL 2441 SUPERVISORY
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<p><u>JOHN BREAUX</u> / <u>[Signature]</u> Print Name Signature</p> <p><u>BENJAMIN JOHNSON</u> / <u>[Signature]</u> Print Name Signature</p> <p><u>DANIEL G. KRUGER</u> / <u>[Signature]</u> Print Name Signature</p> <p><u>Benjamin Ward</u> / <u>[Signature]</u> Print Name Signature</p> <p><u>Bryce Craven</u> / <u>[Signature]</u> Print Name Signature</p>	<p><u>Mike Monaghan</u> / <u>[Signature]</u> Print Name Signature</p> <p><u>Brandon Brady</u> / <u>[Signature]</u> Print Name Signature</p> <p><u>STEVE PATNER</u> / <u>[Signature]</u> Print Name Signature</p> <p><u>Evan Brown</u> / <u>[Signature]</u> Print Name Signature</p> <p><u>Matt Steventon</u> / <u>[Signature]</u> Print Name Signature</p>
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Witnessed the 25TH day of MARCH 2026

By: [Signature]
Print Name Signature

By: William B. Darr / [Signature]
Print Name Signature

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DIVISION I LEGAL
ARTICLE 1
RECOGNITION

SECTION 1 - Union recognition

The Employer recognizes the Union as the exclusive bargaining agent for all eligible Employees of the Fire District per Nevada Revised Statutes (NRS) Chapter 288. The Contract shall exclude all part-time Employees.

Represented employees of the Supervisory Group include BATTALION CHIEFS (both 40 hour and 56 hour schedule). For distinction, reference may be made to WILDLAND FIRE AND FUELS (WF&F) BATTALION CHIEFS, 40 hour, and LINE BATTALION CHIEFS (56 hour) as needed. If there is no clarifying distinction, it is implied that BATTALION CHIEFS refers to all Battalion Chiefs within the supervisory group. Employee and Union Member may also reference BATTALION CHIEF.

Any new job classifications within these divisions will be negotiated.

A newly promoted BATTALION CHIEF will be considered a probationary employee until he/she has completed one (1) year of employment. Should the employee not complete the probationary year, they will have the option to return to their previous rank if applicable.

ARTICLE 2
DURATION OF AGREEMENT

SECTION 1 - Duration of agreement

The effective date of this three-year contract is March 25, 2026 through June 30, 2028; per NRS 288. When the contract is due for renewal, salary and five (5) articles may be opened for negotiation by each side, plus any other articles mutually agreed upon. All appropriate date changes will be made in addition to these articles in both cases.

ARTICLE 3
SAVINGS CLAUSE

This agreement is intended to comply with the Federal Fair Labor Standards Act (FLSA). All amendments with regard to FLSA were reached by mutual understanding and agreement.

This agreement is the entire agreement between the parties, terminating all other prior agreements, arrangements, and practices during the term of this agreement. The Employer shall from time to time meet with the BATTALION CHIEFS to discuss its views relative to the administration of the agreement. Further discussions may take place upon request by the BATTALION CHIEFS. Should any provisions of this agreement be found in contravention of

any Federal or State Law, such particular provisions shall be null and void, but all other provisions of this agreement shall remain in full force and effective until otherwise canceled or amended.

Upon such decision to nullify or void any article found in contravention of Federal or State Law, renegotiation of such article or articles shall commence within thirty (30) days following that decision.

If an agreement is not reached between the BATTALION CHIEFS and the Employer for the next fiscal year, the existing agreement will remain in effect and valid until a new agreement is reached by both parties, or by the arbitration process, in accordance with NRS 288.

The Employer agrees not to sell or convey or cause to sell or convey or otherwise transfer or merge its operations to or with a new Employer without first securing an agreement with the successor to assume the Employer's obligations until the expiration of this agreement.

The District agrees to meet and negotiate with the BATTALION CHIEFS over the impacts and effects of any decision to contract, subcontract, consolidate or transfer its operation(s) to a successor Employer or agency. Nothing in this Article prevents the District from making the decision to contract, subcontract, consolidate or transfer its operation(s) to a successor Employer or agency.

ARTICLE 4 MANAGEMENT RIGHTS

SECTION 1 - Rights of management

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government Employer without negotiation include:

- a) The rights to hire, direct, assign or transfer an Employee, but excluding the right to assign or transfer as a form of discipline.
- b) The right to reduce in force or lay off any Employee because of lack of work or lack of money, subject to paragraph (v) of subsection 2, of NRS 288.150.
- c) The right to determine:
 1. Appropriate staffing levels and work performance standards, except for safety considerations;
 2. The content of the workday, including without limitation workload factors, except for safety considerations;
 3. The quality and quantity of services to be offered to the public; and
 4. Safety of the public.

SECTION 2 - Emergency rights

Notwithstanding the provisions of any collective bargaining agreement negotiated, a local government Employer is entitled to take whatever actions may be necessary to carry out its

responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder.

Those actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith.

SECTION 3 - Responsibility to community

The Employer shall have ultimate right and responsibility as the local government agency to manage its operation in the most efficient manner, consistent with the best interests of all its citizens, taxpayers, and Employees.

SECTION 4 - Negotiation outside of mandatory bargaining

The Employer may, but is not required to, negotiate matters which are outside the scope of mandatory bargaining.

ARTICLE 5 EMPLOYEE RIGHTS

Any benefit now existing may not be reduced below its present level, whether such benefit is the subject of the contract or established custom of the Employer; except that any such benefit shall be subject to negotiation and may be eliminated, reduced, or increased as a result of such negotiations.

ARTICLE 6 STRIKES AND LOCKOUTS

Neither the BATTALION CHIEFS nor any Employee covered by this Agreement will promote, sponsor or engage in any strike, stoppage of work, absence from work upon any pretext of excuse such as illness, which is not founded in fact or on any other intentional interruption of the operations of the Employer regardless of the reason for so doing.

ARTICLE 7 NON-DISCRIMINATION

The Employer and the BATTALION CHIEFS agree not to discriminate against any Employee in accord with NRS 233.010 and Federal Laws.

ARTICLE 8 GRIEVANCE PROCEDURE

SECTION 1 - Definitions

- Grievance: A disagreement in the application, interpretation, or enforcement of the terms of this agreement. All other complaints or matters may be pursued in accordance with subsection 4 of this article.

- Grievant: the Employee and/or Union Representation bringing grievance.
- District: the Fire District or its representative.

SECTION 2 - Grievance procedure

Every effort will be made to adhere to the specified timelines. Exceptions can only be granted by mutual written agreement.

Members of the Union can present a grievance while on duty provided it does not disrupt the workday.

Most disagreements can be resolved without going through the grievance process. All members are encouraged to attempt to resolve any dispute on an oral basis beginning with the immediate supervisor and progressing through the chain of command. If the dispute cannot be resolved to the satisfaction of the Employee, the Employee may institute the written grievance process.

- Step 1: The Grievant shall advise the Grievance Committee and the Fire Chief in writing within seven (7) calendar days of becoming aware of the grievance issue and that a grievance has been initiated. The Grievant and a member of the Grievance Committee will schedule a meeting with the Fire Chief as soon as possible. At the meeting with the Fire Chief, all accumulated documentation relating to the grievance will be presented and time will be allowed for the Fire Chief to interview the Grievant. The Fire Chief will have seven calendar days to respond, in writing, to the Grievant and Grievance Committee with a decision. If the Grievant or Grievance Committee is not satisfied with the decision, he/she/they may proceed to Step 2.
- Step 2: The Chairperson of the Board for Tahoe Douglas Fire District will be notified by the Grievance Committee that an unresolved contract grievance is pending and has proceeded to Step 2. The Chairperson shall schedule a hearing at the first Board meeting that is at least three (3) weeks but no longer than forty-five (45) calendar days in the future.
- The Grievance Committee and the Fire Chief or his/her designee will present written briefs detailing the grievance to the Board no less than seven (7) days prior to the Board meeting. The Board may interview involved parties at the scheduled meeting. The Board, after the hearing, will render its decision at that time.
- Step 3: If the Grievant or Grievance Committee and the Board have still not reached resolution, they may, by mutual agreement, seek a Federal Mediator for mediation. If both parties agree, mediation will be binding. If the decision is not binding, step 4 may be used.

Step 4: Within seven (7) calendar days from the receipt of the mediator's determination, should the Grievant, upon consultation with the Grievance Committee or Board wish to pursue the matter, arrangements shall be made to submit all findings and correspondence to binding arbitration as set forth by the Laws of the State of Nevada.

- a) An arbitrator shall be selected from a list of seven (7) names supplied by the American Arbitration Association by alternately striking names from the list with the Union striking the first name. The arbitration shall be conducted under the rules of the American Arbitration Association.
- b) The findings of the arbitrator shall be final and binding on all parties concerned.
- c) The cost of arbitration shall be born as follows:
- d) The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred, such as professional services, consultations, preparation of briefs, and data to be presented to the arbitrator, shall be born separately by the respective parties.
- e) The arbitrator's fees and expenses and the cost of any hearing room shall be borne by the losing party to the arbitration. The arbitrator will be requested to specify costs.
- f) The cost of a court reporter and the original transcript will be borne by the party requesting them. In the event an arbitrator requests a court reporter and the original transcript, the cost shall be borne by the losing party.
- g) In case of discipline, the arbitrator's authority shall be limited to the written charges against the member.

SECTION 3 - Grievance Committee disclosure

The UNION shall provide the Employer with the names of the three (3) members of the Grievance Committee.

SECTION 4 - Informal process

Nothing contained herein shall preclude any Employee with or without representation from bringing a problem, not covered herein, through the chain of command to the Fire Chief and then to the Board of the Tahoe Douglas Fire Protection District on an informal and oral basis.

ARTICLE 9 DISCIPLINARY PROCEDURE

SECTION 1 – General Principles

The purpose of discipline is to correct behavior and ensure that employees meet the operational, safety, and performance expectations of the Fire District. The District encourages the resolution of performance, conduct, or attendance issues at the lowest appropriate level, including through coaching and counseling when feasible. Nothing in this article shall limit the District's rights pursuant to NRS 288.150(3).

All discipline shall require just cause.

Only the Fire Chief or his/her designee may impose discipline involving a longer suspension without pay, demotion, or termination. Such disciplinary action is subject to the following procedures:

- a) Written notice, or letter, describing the Employee's violation or charges, etc. what action was taken or proposed and the reason for such action.
- b) The right of the Employee to respond either orally or in writing to the officer imposing such discipline.
- c) The Fire Chief shall review all disciplinary action and when finding in favor of the Employee will reinstate the Employee with full back pay and benefits.
- d) That the Employee may be entitled to a hearing before an arbitrator in accordance with the established grievance procedure.
- e) These pre-removal procedures do not affect the ability of the Employer to use the probationary period to determine an Employee's suitability for the job.

No material written for the purpose of discipline or correcting an Employee's actions will be placed in that Employee's file without the Employee's signature or a witness' signature that the subject matter was discussed with the Employee.

Discipline shall be administered in accordance with the District's disciplinary actions and appeals policy. The Policy includes things that are mandatory subjects of bargaining under NRS 288.150 but also includes things that are not mandatory subjects of bargaining under NRS 288.150. Local 2441 and the Employer will work together on any changes to the discipline policy. The District's disciplinary actions and appeals policy is attached as Appendix B of this Collective Bargaining Agreement but can be modified in accordance with this paragraph.

SECTION 2 - Categories of Discipline issues

For the purposes of guiding supervision and documentation, employee issues generally fall into one or more of the following categories:

- Conduct: Behavior inconsistent with District standards or policies, including but not limited to dishonesty, insubordination, workplace violence, harassment, or illegal activity.
- Attendance: Failure to report to work on time, excessive absenteeism, job abandonment, or misuse of leave.
- Performance: Failure to meet job expectations, training requirements, safety standards, or failure to follow reasonable instructions or procedures.

SECTION 3 - Informal Corrective Action

Supervisors are encouraged to address minor issues through informal discussions, coaching, or verbal counseling where appropriate. Informal corrective action:

- Shall not constitute formal discipline.
- Shall not be subject to the grievance procedure; and

- May be documented at the supervisor’s discretion, but any such documentation shall not be retained in the employee’s permanent personnel file and shall not be used for progressive discipline unless later relied upon in connection with formal disciplinary action.

SECTION 4 - Formal Disciplinary Action

Formal discipline may include, but is not limited to:

- Written reprimand;
- Suspension with or without pay;
- Demotion; or
- Termination.

If an Employee is not suspended for forty-eight (48) hours without pay on the discovery of their violation, a fourteen (14) day written notice must be provided to the Employee announcing any suspension without pay.

SECTION 5 - 5. Pre-Disciplinary Procedures

Prior to imposing formal discipline of suspension, demotion, or termination, the following procedures shall apply:

1. **Notice:** The employee shall be provided written notice of the proposed discipline, the underlying allegations, and the factual basis for the action.
2. **Right to Respond:** The employee shall be provided an opportunity to respond either orally or in writing before discipline is imposed.
3. **Representation:** The employee shall be advised of their right to union representation in accordance with applicable law.
4. **Administrative Review:** For proposed discipline of more than 48 hours, demotion, or termination, an administrative meeting will be held with the Fire Chief or designee and a union representative before a final decision is rendered.

SECTION 6 - Documentation and Personnel File

All formal discipline shall be documented in writing, and a copy shall be provided to the employee. The employee shall sign the documentation or, if the employee refuses, a witness shall confirm delivery. Disciplinary records shall be maintained in the employee’s personnel file and may be considered in evaluating future disciplinary actions. Coaching and counseling are not considered discipline.

SECTION 7 - Purging of Disciplinary Records

An employee may submit a written request to the administrative chief to purge disciplinary records after:

- 12 months for a written reprimand
- 24 months if the suspension is 3 days or less
- 48 months if the suspension is more than 3 days but less than 5 days
- 60 months if the suspension is 5 days or more

Requests shall be granted at the District's discretion, provided no similar or related misconduct has occurred during the applicable period.

SECTION 8 - Grievance Rights

For the purpose of this Article, Employees shall have the right to challenge formal disciplinary actions under the grievance and arbitration procedure in this Agreement. Filing a grievance does not stay or postpone any disciplinary action which shall be effective on receipt. Informal corrective actions, including coaching, verbal counseling, shall not be subject to grievance or arbitration.

SECTION 9 - Personnel Policy Reference

The parties agree that the disciplinary procedures outlined in this Article shall be interpreted in conjunction with the District's Disciplinary Policy and Personnel Rules, provided that any changes to such policies affecting the rights of bargaining unit employees shall be subject to negotiation under NRS 288.150.

ARTICLE 10 REDUCTION IN FORCE

SECTION 1 – Seniority/Reduction in Force

In the case of a personnel reduction, the Employee with the least Fire District seniority shall be laid off first. The Employee with the next least Fire District seniority shall be laid off next and so on up the list. No new Employee shall be hired until the laid off Employee has been given the opportunity to return to work. An Employee who is returned to their position after a layoff would retain previously accrued sick leave and seniority.

An employee laid off due to reduction in force shall have re-hire rights for up to 3 years from the lay-off date. Order of re-hire will be in reverse order of lay-offs, based on persons meeting qualifications of the open position.

Employees who have been laid off due to a reduction in work force shall provide their current address and phone number to the Tahoe Douglas Fire Protection District if they wish to be contacted in the event a position should become available for reemployment.

Employee or designated representative shall respond in writing to certified mail within ten (10) business days after receipt of notification that a position of employment is available. If no response is received within ten (10) days by the Tahoe Douglas Fire Protection District, that individual will forfeit reemployment.

SECTION 2 – Rank demotion

If any staffing reduction leads to an Employee’s demotion in rank, the most recently promoted Employee of any rank will be the first to be demoted. The Employee will be demoted to the rank he/she held immediately prior to promotion.

DIVISION II BENEFITS
ARTICLE 1
LIABILITY INSURANCE

The Employer shall provide public liability and medical malpractice insurance protection covering the Employees of the Fire District.

ARTICLE 2
GROUP INSURANCE

SECTION 1 – Insurance benefits

The Employer agrees to provide group health, life, disability, and accidental death and dismemberment insurance to all Employees and group health insurance to qualified retirees and COBRA participants.

Unless otherwise negotiated, the Employer agrees to provide a medical plan with a high deductible H.S.A. Plan where insurance premiums and H.S.A. contributions are paid by the employer as follows:

	July 2025 contribution	2026 contribution
EMPLOYEE	\$2150.00 (1/2 of IRS maximum of \$4300)	\$4400.00
FAMILY	\$4275.00 (1/2 of IRS maximum of \$8550)	\$8750.00

Employer HSA contributions shall be funded at the applicable IRS annual maximum, retroactive to the plan-year effective date, including July 1, 2025, and January 1, 2026. For employees who are approaching or are at the maximum allowable 2025 HSA contribution before execution of the July 2025 contribution, those employees will receive the difference in the form of a contribution to their Section 457 accounts in December 2025.

Retirees qualified as less than 100% will have the stipulated percentage deposited.

Deposits for fifty percent (50%) of above stipulated amounts will be made on the first business day of July and the first business day of January of each year. The Fire District will pay all Health Saving Account bank expenses.

An Employee who adds a qualified dependent that causes their status to change from one-party to two-party during the policy year shall have the balance of the two-party HSA contribution funded on an as-needed basis for the remainder of the policy year, upon receipt of an explanation of benefits.

The Insurance Advisory Committee shall be made up of seven members: two (2) members of management; two (2) members of the Union; (1) retiree who shall be mutually agreed upon by the Union and Management; (1) TDFPD Trustee; (1) PRT Independent Trustee or another mutually agreed upon individual. Any existing board members at the time of ratification shall be grandfathered into their current board positions. The requirements for selection shall be triggered upon an Insurance Committee member's departure from the Committee. If for any reason the retiree position/s cannot be filled, the Insurance Advisory Committee will utilize a different district board member as the seventh member. The Insurance Advisory Committee shall be responsible for benefit selection and provisions of the health care coverage through a majority vote consistent with the District's budget. Any and all changes made by the Committee shall be binding upon the District. This includes but is not limited to; carrier, periods of coverage, and type of insurance (I.E. HDP versus HMO).

The District will pay the initial ten percent (10%) of any premium increase over the preceding year for employees and retirees covered by the medical, dental and vision plans. After that, any increase greater than 10% shall be shared as follows: Employees and retirees will pay for any premium increase greater than 10% and up to a maximum of 20%. Should the total increase exceed 20%, then either the District or the Union may renegotiate the total compensation if either party so requests.

The District will pay for any insurance premium increase in excess of the District's premium cost contribution for the first 10% for employees and retirees with Health Savings Accounts (HSA). The Employee or retiree will pay for any insurance premium increases greater than 10%, up to a maximum of 20%, through a deduction from the District's annual contribution to the employee's HSA account, if there is no annual contribution to the employee's or retiree's HSA account, due to prior insurance increases, the employee's or retiree's portion of the increase will be realized through payroll deduction. Should the total increase exceed 20%, then the total compensation package received by the union will be renegotiated unless the union and management jointly agree not to.

Any contribution by the employee will be considered partial payment of aforementioned premiums. In the event of an insurance premium decrease, the Union may renegotiate HSA contributions for any decrease in excess of 10%.

SECTION 2 - Retiree Benefit Schedule

Employees hired before June 1, 2003 will be subject to the following insurance benefit package.

Subject to the stipulation described hereafter, the Employer agrees to pay for Group Health Care insurance coverage for all qualified retirees who retire on or after July 1, 1999, and the Employees' legal spouse at the time of retirement. The Employer agrees to pay 100% of the monthly insurance premium and the two-party HSA contribution for a qualified retiree with twenty (20) years of service and the retiree's spouse.

Stipulation:

- 19 years limited to 90% of the combined monthly premium and HSA contribution
- 18 years limited to 80% of the combined monthly premium and HSA contribution
- 17 years limited to 70% of the combined monthly premium and HSA contribution
- 16 years limited to 60% of the combined monthly premium and HSA contribution
- 15 years limited to 50% of the combined monthly premium and HSA contribution
- Less than 15 years of service – No district subsidy

A retiree may request that the District apply the combined subsidy primarily to the monthly premium with any remaining balance applied to the HSA.

The Employer's payment of retiree and spouse health insurance coverage shall begin when the retired Employee attains the age of fifty (50) years provided the Employee is qualified as stated above.

Employees hired on or after June 1, 2003 will be subject to the following insurance benefit package.

Subject to the stipulation hereafter, the Employer agrees to pay for Group Health Care insurance coverage for all qualified retirees who retire on or after June 1, 2023. The Employee's legal spouse at time of retirement may also qualify. The Employer agrees to pay 100% of the monthly premium and two-party HSA contribution for a qualified retiree with twenty-five (25) years of service and the retiree's spouse.

Stipulation:

- 24 years 100% of employee's monthly premium/ 80% of spouse's monthly premium and 90% of the two-party HSA contribution
- 23 years 100% of employee's monthly premium/ 60% of spouse's monthly premium and 80% of the two-party HSA contribution
- 22 years 100% of employee's monthly premium/ 40% of spouse's monthly premium and 70% of the two-party HSA contribution
- 21 years 100% of employee's monthly premium/ 20% of spouse's monthly premium and 60% of the two-party HSA contribution
- 20 years 100% of employee premium and single party HSA contribution
- Less than 20 years, No district subsidy

A retiree may request that the District apply the combined subsidy primarily to the monthly premium with any remaining balance applied to the HSA.

The Employer's payment of retiree and spouse health insurance premium shall begin when the retired Employee attains the age of fifty-five (55) years provided the Employee is qualified as stated above.

The Employer's responsibility for retiree insurance coverage will terminate for the retired Employee upon the retiree's death or attaining Medicare age and for the retiree's spouse upon the spouse's death, attaining Medicare age or upon dissolution of the marriage between the retiree and his or her spouse, whichever occurs first.

The following applies to all qualified retirees:

Enrollment status will be "limited to" and "identified as" the legal spouse and /or legal dependent/s at the time of retirement. No additional spouses/dependents will be covered under the District's allowance agreement after the Employee retires.

If an otherwise qualified Employee retires before age fifty (50) or fifty-five (55) as stipulated above, the Employee may remain on the District's current group health policy by paying premiums out of pocket until age fifty (50) or fifty-five (55).

All qualified insurance retirees/spouses who reach Medicare eligible age sixty-five (65) will be required to move to Medicare. The Employer will be financially responsible for all Medicare Part A premiums due for each Medicare qualified participant. Medicare B premiums will be the financial responsibility of every Medicare participant. Any penalties incurred as a result of mandatory timelines required for Medicare Part-D enrollment will be the financial responsibility of the participant.

The Employer will contribute a mutually agreed upon amount per month into a health reimbursement account (HRA) in each participant's name starting with the month the participant is enrolled. Future premium increases to supplements Parts D, F, and G will be applied to this dollar amount, not to exceed five percent (5%) of total each year.

Any participant who is a percentage qualified retiree will have their corresponding pro-rated percentage amount deposited in the HRA.

The Employer's responsibility for retiree insurance coverage will terminate for the retired Employee upon retiree's death and for the retiree's spouse upon the spouse's death or upon dissolution of the marriage between the retiree and his or her spouse.

This benefit was initiated in lieu of a two percent (2%) increase in fiscal year 2000-2001.

If changes that affect the administration of Retirees health plan are made to state or federal law, this article shall be reopened within 30 days to address those changes.

SECTION 3 - Life Insurance Bonus

Life, disability, and accidental death and disbursement will be provided for \$75,000, of which the Employee will be responsible for taxes for coverage exceeding \$50,000. Effective January 1, 2026.

SECTION 4 - Flexible Spending Plan

The Employer agrees to offer a flexible spending account (FSA) to all bargaining unit Employees providing the annual financial impact to the Health Insurance fund does not exceed \$7,500.00.

ARTICLE 3 SENIORITY LIST

SECTION 1 - Seniority list

The UNION and EMPLOYER agree that a seniority list showing the date of hire and the date of the last promotion shall be established and brought up-to-date annually and made available to all Employees.

SECTION 2 - Seniority affected by leave

Seniority shall not be broken by annual leave, sick leave, suspension, or any leave(s) without pay. Any Employee on a leave of absence of more than thirty (30) days will not accrue any additional seniority; but will retain all previously accrued seniority.

SECTION 3 - Accrual of seniority

Seniority shall be determined by continuous service in the Fire District, calculated from the date of employment. Continuous service shall be broken only by resignation, discharge, or retirement. Seniority between two (2) or more new Employees of equal rank shall be determined by their entrance exam scores for the purpose of placing them on the seniority list. When an Employee is promoted and their hire date is the same as other Employees of their previous rank, the Employee who has been promoted shall be placed higher on the seniority list.

ARTICLE 4 VACANCIES AND PROMOTIONS

SECTION 1 - Internal hiring

Due to the value of institutional knowledge and experience within the Tahoe Douglas Fire District, it is the intent that all Battalion Chief promotions within the district shall be filled by members of the District should they meet the requirements of the position prior to the promotion becoming available. If there are less than 3 qualified candidates from within the department, the Fire Chief may elect to open up the promotional testing process to include external candidates.

SECTION 2 - Notification

- a) A reference list that may be used for studying purposes will be posted ninety (90) calendar days prior to the exam.
- b) Competitive tests shall consist of written, practical, oral and/or assessment lab. Announcements for promotional examinations shall be posted in each fire station ninety (90) calendar days prior to the closing date for applications. Applications received after the closing date will not be considered.
- c) The District intends to facilitate a Battalion Chief academy prior to the promotional test being administered.

SECTION 3 – Competitive Test

- a) A promotional list for the rank of Battalion Chief shall be created through transparent and competitive testing. The list shall remain valid for three (3) years so long as there are 3 qualified candidates. Should the candidate pool fall below 3 candidates, the Fire Chief may elect to start a new promotional testing process.
- b) When subjective judgement is necessary for evaluation, outside test proctors that are currently or have held the position being tested shall be utilized as graders for the subjective event, if available.
- c) All results of tests given in-house will be posted within five (5) working days and will be kept confidential by the test proctors until they are posted.
- d) All applicants will be notified of their final score and their relative standing. The period of eligibility of the promotional list shall be for three (3), at which time all applicants must re-test and re-establish their eligibility.
- e) An Employee shall serve a minimum probationary period of twelve (12) months. If, during that period, the Employee fails to perform satisfactorily the duties of the new position, they will be permitted to return to their original position without loss of seniority in their prior rank.
- f) Any promotional test appeal should be made to Administration Assistant Chief or his/her designee. The appeal board will consist of Administration Assistant Chief, or his/her designee, the SME TDFPD (subject matter expert) of the section being appealed, Assistant Fire Chief and the Union president or his/her designee. The Fire Chief will make the final decision. A response will be sent to the Employee appealing within five business days via email by the Fire Chief. If a promotion is being appealed and/or grieved, no official promotion will be made until all appeals and/or grievances are resolved.

SECTION 4 – EOD/TEMS

All EOD/TEMS appointments and assignments are at the discretion of management and are not considered promotions. Therefore, they will not be subject to this article.

ARTICLE 5
RETIREMENT

The Employer and Union agree that all employees shall participate in the State of Nevada's Public Employees Retirement System (PERS) and in accordance with Nevada Revised Statutes (NRS). It is also agreed that in accord with NRS 286.421 (3) (a) (1), that any increase in the contribution shall be shared equally between the Employer and the Union Members.

DIVISION III CONDITIONS
ARTICLE 1
OCCUPATIONAL SAFETY AND HEALTH

SECTION 1-Joint Safety Committee

A joint Union/Employer Occupational Safety and Health Committee shall be established comprised of not more than three (3) representatives from the Union plus the Union President and all members of staff. The Union shall submit the names of their representatives within thirty (30) days of the implementation of this contract.

SECTION 2 - Committee meetings

The Committee will meet at least quarterly. Additional meetings may be called by either Chairperson for the purpose of inspecting, investigating, and reviewing health and safety conditions concerning Employees including Engine Company staffing levels and resource allocation. The Committee or any of its representatives shall submit to the Fire Chief and the Union President reports concerning safety and health conditions of the Employees.

Nothing in this article shall alter or reduce management's rights as specified in Division I, Article 4 of this agreement.

SECTION 3 - Fitness recommendation

The Committee shall review and make written recommendations for the implementation of a systematic physical fitness program.

SECTION 4 - Drug and Alcohol policy

The EMPLOYER and BATTALION CHIEFS agree to adhere to and follow the Drug and Alcohol-Free Workplace Policy as amended.

The District and the BATTALION CHIEFS agree to the language, processes, procedures, actions, and outcomes related to discipline contained in the TDFPD Drug and Alcohol-Free Workplace Policy. Any changes to this policy that affect employee discipline will be agreed to by the District and the UNION.

ARTICLE 2 HOURS

SECTION 1 - 7K exemption

EMPLOYER and the BATTALION CHIEFS jointly declare the FLSA 7K exemption for LINE BATTALION CHIEFS working a 56 hour schedule.

SECTION 2 - Work period

LINE BATTALION CHIEFS - Twenty-four (24) hour shift schedule will be on a forty-eight (48), ninety-six (96) hour shift rotation. Shifts start at 08:00 and end at 08:00.

WF&F BATTALION CHIEFS – 10 hour shift schedule 4 days a week (40 hours) Sunday thru Saturday 12:00 to 12:00.

Any transfers of a member from one shift to another should not occur on any cycle that would cause the member to work back-to-back ninety-six (96) hour work periods. If this cannot be achieved the member shall be offered a twenty-four (24) hour overtime shift within the work period and will be excluded from the OT rotation.

Any personnel covered by this agreement may be assigned by mutual agreement to a schedule other than twenty-four (24) hour shifts on a limited basis and receive full compensation to allow participation in special assignments based on District needs.

SECTION 6 – 40-hour Special Assignments - Separation

If an employee retires, resigns, or is terminated while assigned to a forty (40) hour special assignment, all leave payouts will be calculated at their fifty-six (56) hour pay rate and based on a fifty-six (56) hour employee payout schedule.

ARTICLE 3 STAFFING

SECTION 1 - Staffing

A LINE BATTALION CHIEF position will be staffed on a 24-hour basis in addition to the declared minimum staffing in the UNION CBA. The position will be filled following the negotiated overtime rules document between the Fire Chief and Overtime Committee.

SECTION 2 – Eligibility Requirements for Acting BC

To fill in as a qualified acting Battalion Chief, an employee must meet the following criteria:

1. Be a Chief Officer of equal or higher rank who meets the job description for the rank of Battalion Chief that they are filling or;
2. An employee who has successfully passed a promotional test for the position of Battalion Chief within the past 3 years or;
3. A taskbook qualified actor who has a minimum 2 years as a full-time Captain at an all risk fire department and has successfully completed a TDFPD Battalion Chief Taskbook, including scenario testing.

SECTION 3 – General Provisions

Nothing in this article will prevent the Fire Chief from exercising the rights outlined in NRS 288.150 as necessary to provide safety to the public. The District reserves the right to provide staffing under emergency situations that may deviate from the staffing goals listed above.

SECTION 4 – Overtime Procedure

The Overtime Rules document will be used to set procedures for selecting personnel to fill overtime shifts. This document will be negotiated between the District and the Overtime Committee, and signed by both parties. The overtime rules shall not contradict any portion of this article.

SECTION 5 – Reopener

If the number of rostered suppression personnel increases to forty-eight (48) or decreases to thirty-nine (39) OR if the requirements of this article create a financial hardship to the district, the Union and the District will renegotiate the minimum staffing level to adjust from this present level.

DIVISION IV LEAVE

ARTICLE 1

COURT LEAVE

SECTION 1 - Jury/Witness Duty

Any Employee called to serve on jury duty or as a witness, excluding as a defendant or plaintiff, on a normally scheduled workday shall receive their regular pay and shall refund jury duty pay (less travel expenses paid by the court) to the District. The District shall retain the right to petition any party issuing a subpoena for reimbursement of Employee cost to the District.

SECTION 2 - Jury duty Release

Those persons called but not selected to serve on jury duty or as a witness shall report back to work when excused or when court is adjourned for the day.

SECTION 3 - Fire District Court Cases

Employees will receive their regular rate of pay while on duty when required to appear as a witness or defendant for Fire District associated court cases. The Employee shall receive overtime at time and one half of their regular pay, when required as a defendant or witness for Fire District associated cases, while off duty.

ARTICLE 2 HOLIDAY

SECTION 1 - District Holidays

The following holidays are those which shall be recognized and observed by the Fire District.

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Nevada Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving (Family Day)
Christmas Day

SECTION 2 - Holiday Pay

The Employer agrees to pay each Employee required to work fifty-six (56) hour shifts four (4) percent of his/her base salary. Holiday pay for LINE BATTALION CHIEFS will begin July 1, 2026.

Forty (40) hour employees will follow District personnel policy for holidays.

ARTICLE 3 LEAVE OF ABSENCE

SECTION 1 - Military Leave

Military Leave shall be granted in accordance with the provisions of the Nevada State Law.

SECTION 2 - Childbirth Leave

In the event of the birth of an Employee's child, the Employee can use accumulated sick leave and/or vacation time and may apply for a Leave of Absence under Section 3 or 5 of this article.

SECTION 3 - Leave of Absence

The Fire Chief may grant an Employee a Leave of Absence without pay or accrual of seniority and sick leave. Such Leave of Absence shall not exceed one (1) year. The Employee must make such request in writing setting forth the reasons for the request. Upon expiration of such approved Leave of Absence, the Employee will be reinstated to the position held at the time the leave was granted. Failure of the Employee on Leave of Absence to return to duty at its expiration shall be cause for dismissal. The Employer agrees to pay Group Insurance Premiums during any thirty (30) day Leave of Absence without pay.

SECTION 4 - Sick leave/Seniority

Accrued sick leave and seniority shall not be lost as a result of a leave without pay.

SECTION 5 - Federal Family and Medical Leave Act (FMLA)

Employees who qualify for benefits covered in the FMLA of 1993 shall be eligible for a maximum of twelve (12) weeks' leave, without pay, during a twelve (12) month period.

Employees shall be eligible for sick leave, without pay, when they qualify for any of the following situations:

- a) The birth or adoption of a child of the Employee, or the care of a child who has a serious health condition.
- b) The care of a parent or spouse of an Employee who has a serious health condition.
- c) An Employee with a serious health condition which makes an Employee unable to perform the functions of his or her position.

If an Employee chooses to request leave under FMLA for Section #5a, they shall first use the procedures set forth in Division IV, Article #3, Section #2 (Child Birth Leave) or Division IV, Article #6, section #4 (Emergency Sick Leave for family illness). Any time off used by an Employee that is covered under these two articles/sections shall be deducted from the twelve (12) weeks leave without pay allotment.

If an Employee chooses to request leave under the FMLA for Section #5b, they shall first use the procedures set forth in Division IV, Article #3, Section #4 (Emergency Sick Leave for family illness). Any time off used by an Employee that is covered under Division IV, article #6, Section # 4, shall be deducted from the twelve (12) weeks leave without pay allotment.

Employees off work on leave covered by FMLA shall not be eligible for Overtime pay or Emergency Call Back pay.

If an Employee's need for leave, covered under FMLA is foreseeable, the Employee shall provide thirty (30) days advance notice to the Fire Chief.

When an Employee requests leave for personal sickness or to care for a sick family member, a doctor's certification is required reporting each of the following items:

- a) Date of commencement of serious health condition;
- b) Probable duration of condition;
- c) "Appropriate medical facts" about condition;
- d) If leave for Employee's own illness, a statement that Employee "is unable to perform the functions of the position;"
- e) If leave for care of sick family member, a statement that Employee is needed for such care;
- f) For intermittent care:
 1. Dates of expected treatment; and
 2. Duration of expected treatment.

The Fire Chief may request a second opinion if there "is reason to doubt the validity" of certification. The Fire District bears the expense of the second opinion and has the right to designate or approve the physician, except that it cannot be a provider "employed on a regular basis by Employer." If the second opinion differs from the certification offered by the Employee, the Fire Chief may request a third opinion. Employee and District must agree on the third opinion provider and the District pays the costs. The third opinion is binding on the Employee and Employer.

If the need for the leave involves planned medical treatment or supervision, the Employee must make reasonable efforts to schedule the leave to avoid disruption of the Fire District's operations, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

When an Employee is off work under the provision of FMLA, he or she shall be eligible to remain on the Fire District's Group Health Insurance Policy. Insurance Premiums shall be paid by the Fire District. If the Fire District has paid the Employees premiums during the absence of the Employee, the Fire District may require the Employee to pay back the cost of the premiums should the Employee fail to return from FMLA leave. Such premium endorsement shall be deducted from the Employee's final paycheck as permitted under the FMLA.

Employees off work on FMLA leave shall not accrue sick leave and vacation time. Seniority shall be maintained as described in Division II, Article 3, Section 2.

DEFINITIONS:

FMLA broadly defines “son or daughter” as a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis who is under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self-care because of mental or physical disability. FMLA also broadly defines a “parent” as a biological parent of the child or an individual who stood in loco parentis to a child when the child was a son or daughter. FMLA defines “spouse” as a husband or wife.

A “serious health condition” is defined as an illness, impairment or physical or mental condition which involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment supervision by a health care provider.

ARTICLE 4 ON THE JOB INJURY AND/OR IN THE LINE OF DUTY

SECTION 1 - On the Job Injury - Absence/Transitional Duty

When an Employee is absent due to an on-the-job-injury for a period up to one hundred twenty (120) calendar days from the date of injury, they will receive compensation equal to their salary on acceptance of their claim by the current Industrial Insurance carrier. During this period, the Employee shall not forfeit any accrued benefits.

If, after the expiration of one hundred twenty (120) calendar days the Employee is still unable to work, they may elect to utilize accrued sick leave and accrued vacation (after sick leave is expended) to supplement their Industrial Insurance payments. Should the Employee choose not to supplement their Industrial Insurance payments, they may request a leave of absence from the Fire District.

It shall be the Employee’s obligation to notify the attending physician that “transitional duty” with “Specified Physician Limitations” for on-the-job-injuries can be made available. If such duty is assigned, the Employee shall continue to receive all compensation and benefits attached to their regularly assigned position.

SECTION 2 - On the Job Injury - Criteria

Employees shall be entitled to the following on-the-job-injury benefits based on these criteria:

1. The employee is injured while on duty and such injury prevents said employee from performing their normal full-time duties.
2. The Employee must be following all prescribed safety policies and procedures, i.e., wearing full protective clothing and equipment when necessary; using tools and equipment properly; and generally exercising prudent care while performing any functions on the emergency ground. Remember: Safety takes precedence over tactical efficiency.
3. Injuries sustained while acting in an unsafe manner are excluded from coverage. This includes but is not using protective clothing and equipment provided, or generally not

exercising due care under the conditions existing are examples that would not be covered under this section.

4. If there is any question as to whether an injury is covered under this section, the claimant must present their case, preferably with witnesses, to the Employer's Occupational Safety and Health Committee. This committee shall consist of not more than three (3) staff and three (3) Union members, excluding the Fire Chief and the Union President. If a two-thirds majority of the committee agrees to accept or deny the claim that will be deemed to be the final decision.
5. If a two-thirds majority cannot agree, then the case would proceed to an appeals board consisting of the Fire Chief, the Chairperson of the Board, and the Union president. Their decision would be final and binding.

When an Employee is eligible at the same time for benefits under chapter 616 or 617 of NRS (Industrial Insurance and Occupational Disease Acts) and for sick leave benefits, they shall not be required to use accrued sick leave for the period during which the State Industrial Insurance System or Occupational Disease Act benefits are being received.

Any Employee who suffers a job-connected injury or illness meeting the above criteria for which benefits are paid under 616 or 617 of NRS and such injury prevents said Employee from performing their normal full time duties, the Employer shall pay full salary to the Employee for a period of up to but not exceeding a cumulative of ninety (90) consecutive calendar days immediately following the date of injury and the Employee shall continue to accrue all benefits. During the one hundred twenty (120) day period, the Employee shall not forfeit any accrued sick leave, provided the Employee returns any industrial insurance pay to the Employer, exclusive of reimbursement or payment of hospital or medical expenses.

Subsequent to the one hundred twenty (120) day 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 their normal salary and amount of any 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 their normal salary and the amount of industrial insurance benefits received during which period the Employee shall receive full compensation from the Employer, provided they return industrial insurance compensation to the Employer.

If at any time subsequent to the date of the on-the-job injury the Employee's physician feels that they can return to work in a "transitional duty" position without aggravating their current injury, the Employer may make available such "transitional duty" work taking into account any "Specified Physician Limitations." If such duty is assigned, the Employee shall continue to receive all compensation and benefits attached to their regularly assigned position. The work schedule for the "transitional duty" will be assigned at the discretion of the Employer.

If an employee is leaving the Employer's employment because he or she is permanently and totally disabled under NRS Chapters 616A to 617, inclusive, from working in the job classification in which he or she is employed, he or she is entitled to use any accrued sick leave and annual leave prior to leaving. An employee may be paid a lump sum for accrued leave if he/she requests it and the Chief approves it.

SECTION 3 - On the Job Injury - Shift Trade

An Employee scheduled to work a shift as a trade, who is unable to work due to an on-the-job injury, shall have the option of: cancelling the trade, finding another Employee to work the trade, use vacation or sick leave.

SECTION 4 – Off Duty Injuries

An employee incapacitated due to an injury that is not work-related may, at the discretion of the Fire Chief or designee, and with the treating physician's statement of work restriction(s), be placed on light duty assignment within the District for a period up to ninety (90) days unless extended by the Fire Chief or their designee. The employees' pay shall be adjusted to reflect their current wages for a 40-hour work week. This Section of the Article cannot be grieved.

ARTICLE 5 SHIFT TRADING

SECTION 1 - Shift Trade - Criteria

When a LINE BATTALION CHIEF wishes to trade a work period with another Employee, the following criteria shall be followed:

- a) In order to qualify under FLSA section 7(p), an agreement between individuals employed by a public agency to substitute for one another at their own options must be approved by the agency. This requires that the agency be aware of the arrangements prior to the work being done, i.e.: the Employer must know what work is being done, by whom it is being done, and where and when it is being done. Approval is manifest when the Employer is aware of the substitution and indicates approval in whatever is the customary manner.
- b) Upon approval of such trades, they become regularly scheduled work periods and Employees are obliged to work that time.

SECTION 2 – Shift Trade - Restrictions

The following trade restrictions shall apply:

- a) No Employee on sick leave will be permitted to work for another Employee.
- b) Shift trading privileges will commence for a first year probationary Employee at the completion of the probationary period. The Fire Chief or designated representative may grant exceptions.
- c) All trades must involve a minimum duration of two (2) hours.

- d) Work periods may be substituted between those in the same rank, on the promotional list for that rank, or employees currently assigned to that rank.
- e) Employees who wish to alter previously approved substitution time periods must notify the on-duty Battalion Chief and have the trade request removed from the roster. A new trade request with the accepted changes may be submitted in the customary fashion.

SECTION 3 – Shift Trade - Special Cases

If an on-duty Employee wishes to substitute any of that time they are working on that shift and has not submitted a trade request in the customary manner (24 hours prior to the trade taking place) that Employee must:

- a) Contact the on-duty Fire Chief (or immediate supervisor) for approval.
- b) Submit the trade request in the customary manner, excluding the twenty-four (24) hour requirement, to the on-duty Battalion prior to the substitution taking place.

ARTICLE 6 SICK LEAVE

SECTION 1 - Sick Leave Accrual

All Employees shall be entitled to sick and disability leave with pay which may be cumulative from year to year not to exceed 2,160 hours for the fifty-six (56) hour shift Employee and 1,440 for the forty (40) hour Employee.

- Fifty-six (56) hour Employees:
Sick leave shall accrue at the rate of 7.38 hours per pay period.
- Forty (40) hour Employees:
Sick leave shall accrue at the rate of 4.62 hours per pay period.

SECTION 2 - Valid Sick Leave Use

Valid reasons for Sick leave are outlined in the Nevada Administrative Code.

It is the employee's responsibility to report the reason for their absence from work including the presence of injury or contagious illness. Employees shall make contact with the on-duty Battalion Chief as soon as possible to advise of the situation.

SECTION 3 - Doctor's Release

A doctor's release or medical clearance may be required by the Fire Chief to return to work following any absence from duty exceeding twenty-four (24) hours due to illness or injury. In such cases the employee may not be permitted to return to work until an appointment can be scheduled.

The Fire Chief reserves the right to select or designate the selection of the appropriate physician. The cost for such release shall be paid at the District's expense. Such release must state the Employee's ability to perform his regular Fire District duties.

SECTION 4 - Funeral Leave

Up to six (6) days or four (4) shifts of sick leave may be used by a member in the event of a death or imminent death of a member of their immediate family. Immediate family shall be defined as: mother, father, sister, brother, children, spouse, in-laws, and grandparents. Imminent death will be logged as emergency vacation until death occurs within the contract year.

SECTION 6 - Childbirth Leave

Employees can use accumulated sick leave and/or vacations for Childbirth Leave and may apply for a Leave of Absence under Section 3 or 5 of Article 3 of this Division.

SECTION 7 - Sick Leave Incentive

The Employer agrees to pay each BATTALION CHIEF hired or promoted after January 1, 2022 Sick Leave Incentive Pay as follows:

- a) After the fifty-six (56) hour Employee has accumulated 1440 hours, the Employer will pay for one-third (1/3) of the unused sick leave accumulated during that fiscal year. Bonus shifts shall be figured in the sick leave incentive calculation. A maximum of 2,160 hours will be carried into the next fiscal year.
- b) After the forty (40) hour Employee has accumulated 960 hours, the Employer will pay for one-third (1/3) of the unused sick leave accumulated during the fiscal year. Bonus shifts shall be figured in the sick leave incentive calculation. A maximum of 1,440 hours will be carried into the next fiscal year.
- c) When the fifty-six (56) hour Employee has exceeded 2,160 hours of accumulated sick leave and the forty (40) hour Employee has exceeded 1,440 hours of sick leave, the Employer shall pay for one-half the unused sick leave earned during the fiscal year including bonus shifts.

All of the above payments shall be made in the pay period that includes June 30th.

Upon separation or death, each Employee hired or promoted after January 1, 2022, or their heirs, shall be paid according to the schedule below:

- a) For fifty-six (56) hour employees, paid 100% of their accumulated sick leave exceeding the amount of 960 hours. 2,160 hours will be the maximum for purposes of calculating 100% buy out at termination. Hours which exceed 2,160 at termination shall be compensated at fifty percent (50%).
- b) For forty (40) hour employees, paid 100% of their accumulated leave, exceeding the amount of 600 hours. 1,440 will be the maximum for calculating 100% buy out at termination. Hours which exceed 1,440 at termination shall be compensated at fifty percent (50%).

SECTION 8 - Bonus Sick Leave

Forty (40) hour employees who have passed their initial twelve (12) month probation and do not make use of their sick time in the fiscal year shall be awarded an additional 36 hours of bonus sick hours. Any use of sick leave of eight (8) hours or less shall result in 32 hours of bonus hours awarded and subsequently reduced by sixteen (16) hours for each day or partial day of sick hours used.

Fifty-six (56) hour employees who have passed their initial twelve (12) month probation and do not make use of their sick time in the fiscal year shall be awarded an additional 48 hours of bonus sick hours. Any use of sick leave of twenty-four (24) hours or less shall result in only 24 hours awarded for the fiscal year. Any use of sick leave greater than 24 hours will result in no bonus hours awarded for the fiscal year.

ARTICLE 7 **UNION BUSINESS**

SECTION 1 - Union Time

The Union shall be granted time off, not to exceed 240 hours per year, to perform their Union functions including attendance at conventions, conferences, and seminars without loss of pay or any accrued leave. Such leave shall not exceed two (2) members per shift at any time and shall provide a minimum of one hundred twenty (120) hours' notice to the District. The Fire Chief may wave this notification period. The second member requesting time off for the same time period may be granted with Fire Chief approval. Any unused Union Leave hours will be forfeited at the close of each fiscal year. All requests for Union Leave must be approved by the Union president or majority approval from the elected board.

SECTION 2 – Negotiation Committee Time

All members of the Negotiating Committee shall be allowed time off for all meetings which shall be mutually set by the Employer and the Union, without loss of pay or accrued leave. The Negotiating Committee shall not exceed five (5) members.

SECTION 3 – Grievance Time

All Union members of the Grievance Committee or the Union members seeking a settlement through the Grievance Procedures shall be granted time off for all meetings without loss of pay or any accrued leave. Said meetings shall be set at a time mutually agreed upon with the Employer and the Union.

SECTION 4 – Grievance Observation

Any Union official of Local #2441, on their own time, may visit any station at any reasonable time to observe conditions related to a grievance.

SECTION 5 – Safety and Health Committee Time

All Union members of the Occupational Safety and Health Committee shall be allowed time off for all meetings which are mutually set by the Employer and the Union without loss of pay or accrued leave.

SECTION 6 - Honor Guard

The Union shall be granted time off, not to exceed one hundred sixty-eight (168) hours per fiscal year for honor guard activities. These activities include but are not limited to training, refreshers, funerals, promotions, graduations, or any other activity related to Honor Guard. Honor Guard activities will be mutually agreed upon between the Union President and the Fire Chief or their designees. Twenty-four hours' notice is required to use leave for Honor Guard activities.

The costs of any Honor Guard activities conducted at the request of the District will be borne by the District and will not be deducted from 168 hours. Costs include coverage for time off, overtime and any travel-related expenses where applicable.

ARTICLE 8 VACATION

SECTION 1 – Vacation Accrual

Battalion Chiefs on a 56 hour schedule will receive 288 hours (12 shifts) of vacation per year equal to 11.07 hours earned per pay period on a 26 pay period schedule.

Battalion Chiefs on a 40 hour schedule will receive 240 hours of vacation per year equal to 9.23 hours earned per pay period on a 26 pay period schedule.

Vacation Leave requests will follow department policy.

SECTION 2 – Vacation Carry Over

A maximum of unused vacation time may be carried over into the next fiscal year:

Fifty-six (56) hour employee = one hundred (120) hours + current annual accrued hours

Forty (40) hour employee = eighty (80) hours + current annual accrued hours

Unused vacation time at the end of each fiscal year that exceeds the rollover amount will be paid out unless a written request to roll additional hours over is approved by the Fire Chief.

SECTION 3 – First year of employment

During the first year of employment of any Employee, vacation shall accrue but no vacation may be taken during this period unless approved by Fire Chief (or immediate supervisor).

SECTION 4 – Deceased Employee Vacation Pay Out

Any Union Member who dies is entitled to have any accumulated vacation paid out to the deceased's beneficiary in an amount equal to the accrued vacation multiplied by the daily salary or wage exclusive of overtime. For the purposes of this section, the deceased's beneficiary shall be the beneficiary designated by the employee within their trust on file with the District. If no trust is on file, the beneficiary shall be the person named as beneficiary for the deceased PERS benefit.

SECTION 5 – Vacation Buyout

At the end of the fiscal year, if an employee elects to do so, they may sell back accrued vacation hours as follows:

Fifty-six (56) hour employee = one hundred twenty (120) hours

Forty (40) hour employee = eighty (80) hours

Such payment will be in the pay period that contains June 30th.

SECTION 6 – Emergency Vacation

Emergency vacation is available when an unforeseen situation or incident occurs preventing the Employee from being at work. The Employee must contact their immediate supervisor to request approval for the use of emergency vacation.

The maximum number allowed off for scheduled vacation will not affect requests for emergency vacation. At the Fire Chief's discretion, accrued vacation days from the coming fiscal year may be used for emergency vacation. Emergency vacation days used in lieu of sick leave cannot be borrowed from the coming fiscal year.

SECTION 7 – Vacation Payout/Separation

When an employee terminates employment with the Fire District, the Employee shall be paid for any unused, accrued vacation at his/her rate of pay. Vacation hours will be prorated to the nearest hour based upon the Employee's current rate of vacation accrual.

If the employee wishes to carry over vacation hours from the previous fiscal year to the next fiscal year for the purpose of receiving compensation, they shall provide the Fire Chief, written notice of their intent to retire. This notice shall specify the date they will retire and number of hours they wish to carry over into the fiscal year of their retirement. If the employee does not retire within the fiscal year identified as their retirement year in their "Intent to Retire" notice, then any vacation hours carried over from the previous fiscal year will be forfeited.

SECTION 8 –Vacation Payout/Injury

Should an Employee become injured on the job and unable to return to work to use their scheduled vacation prior to the end of the fiscal year, the unused hours will be paid at straight time or carried over for the use into the next fiscal year. The means of defrayal will be at the discretion of the Fire Chief.

ARTICLE 9 **COMPENSATORY OVERTIME**

Section 1 - Compensatory Overtime

Any employee who is not in their first year of employment with the District, and who earns overtime may choose to take that time as compensatory hours. The compensatory hours shall be calculated at one and one half (1 ½) hours for each hour of overtime worked.

A maximum of compensatory time may be carried at any time during the fiscal year:
Fifty-six (56) hour employee = four hundred eighty (480) hours
Forty (40) hour employee = two hundred forty (240) hours

An employee may not work a shift for compensatory overtime if the result of the employee working the shift will be the accrual of more than the maximum hours permitted of compensatory overtime; the employee will be compensated with overtime pay.

Compensatory time may be taken in any increment in conjunction with vacation leave as long as the total combined leave is a minimum of eight (8) hours or more and in accord with any restrictions or other provisions as set forth in the Collective Bargaining Agreement.

Section 2 - Compensatory Time - Payout

A maximum compensatory time may be carried over into the next fiscal year:
Fifty-six (56) hour employees = ninety-six (96) hours
Forty (40) hour employees = eighty (80) hours

Any excess hours will be paid to the employee at the employee's current rate of pay in the pay period which includes June 30th.

At any time, an employee may request a comp-time payout by advising their Chief Officer in writing prior to the close of the next pay period.

When employment terminates, the Employee shall be paid for any unused, accrued compensatory time at his/her regular rate of pay.

Section 3 - Compensatory Time - Emergency

Emergency compensatory time is available when an unforeseen situation or incident occurs preventing the Employee from being at work. The Employee must contact their immediate supervisor to request approval for the use of emergency compensatory time. Emergency compensatory time will not be used to circumvent Section 1 of this article. The maximum number allowed off for scheduled vacation will not affect requests for emergency compensatory time.

ARTICLE 10 **LEAVE MAXIMUMS**

Only one (1) LINE BATTALION CHIEF and one (1) WF&F Battalion Chief will be allowed off at any given time unless approved by the fire Chief.

ARTICLE 11 **RETURN TO WORK FOLLOWING AND EXTENDED ABSENCE**

SECTION 1 – Performance Standards Evaluation

A Performance Standards Evaluation process will be used to assess fitness for duty under certain circumstances or upon release to return to work following injury, illness or extended absence.

All suppression personnel, including those with “Duty Officer” responsibilities, will be required to successfully complete a Performance Standards Evaluation before returning to work from personal injury, health condition or any other absence from work greater than sixty (60) days, whether work related or not.

SECTION 2 – Authority and Responsibility

It is the responsibility of each employee, their immediate supervisor and the Training Safety Officer (TSO) to follow all applicable procedures set forth in this policy. Every employee is ultimately responsible for being fit for duty. The TSO will be responsible for managing compliance measures contained within this policy.

SECTION 3 – Required Prior to Evaluation

- a) **On-duty workers’ compensation claim injury** – release without restrictions from treating physician
- b) **Off-duty injury, illness** – release without restrictions from treating physician and the District’s Occupational Medicine Physician (Form F-68 required from both). The Occupational Medicine or mental health clinician appointment will be scheduled through HR, and may take up to two weeks, so the employee needs to plan accordingly.
- c) **Other extended absences (FMLA, military etc.)** – Form F-68 may be waived subject to a review of the circumstances by the TSO, BC, AC and Fire Chief.

SECTION 4 – Procedure

- a) The employee must keep their immediate supervisor informed as to their projected return date.
- b) The employee will schedule a Performance Standards Evaluation for their next regularly scheduled shift at 0800 hours. If the absence is injury or illness related, the Performance Standards Evaluation may only occur after the employee has been released to full duty without restrictions by the District’s physician (Form F-68). If the employee postpones the Performance Standards Evaluation, it will be the responsibility of the employee to determine their own shift coverage (i.e. sick, vacation or CT leave, shift trade).
- c) The TSO will contact the appropriate BC with the scheduled evaluation date. The evaluators will consist of the TSO and a Chief Officer.
- d) The employee will be considered “transitional duty” until the Performance Standards Evaluation is successfully completed. Upon completion, the employee will assume their position. If the employee is unable to successfully complete the evaluation, they will remain on “transitional duty” with a 40-hour employee work schedule intended to continue to train on deficiencies with a peer fitness trainer and/or TSO to meet the standards.

DIVISION V WAGES AND OTHER MONEY ITEMS

ARTICLE 1 **LONGEVITY**

SECTION 1 – Longevity Plan

A longevity plan shall apply to all BATTALION CHIEFS of the Fire District.

SECTION 2 – Longevity pay

Employees are eligible for longevity pay after completing sixty (60) months of uninterrupted service with the Fire District. Compensation of longevity will be based on the employee’s hire date and paid in the pay period containing their anniversary date.

Compensation will be paid at one-half percent (0.5%) of base salary for every year of service to a max of twelve and one-half percent (12.5%) (12 years = 6% of base salary).

SECTION 3 – Leave of Absence

The Employee on approved Leave of Absence shall not lose time accrued for computing longevity pay.

SECTION 4 – Deceased Employee Longevity Payout

Any Union Member who dies is entitled to have any accumulated longevity paid out to the deceased’s beneficiary in an amount equal to the accrued longevity multiplied by the daily salary or wage exclusive of overtime. For the purposes of this section, the deceased’s beneficiary shall

be the beneficiary designated by the employee in the trust on file with the District. If no trust is on file, the beneficiary shall be the person named as beneficiary for the deceased's PERS benefit.

ARTICLE 2 MILEAGE ALLOWANCE

Employees required to use their private automobiles (use of motorcycles is prohibited while on duty) for approved District business outside of the District, will be reimbursed at the per mile rate set by the IRS.

ARTICLE 3 REGULAR OVERTIME AND EMERGENCY OVERTIME

SECTION 1 – Rate Definitions

Definitions:

- **Base rate:** The member's annual wage at their step divided by their annual working hours. Forty (40) hour per week equals two-thousand and eighty (2080) annually and twenty-four (24) hour shift equals two-thousand nine-hundred and twelve (2912) annually.
- **Hourly Rate:** Shall include the following:
 - Base Rate
 - All incentives below:
 - Special skills incentive (EMT-B or AEMT for WF&F BC's Only)
 - Tahoe Basin living incentive
 - Uniform Incentive
 - Educational Incentive
 - Holiday Incentive
- **Regular Rate:** Shall include the following:
 - Hourly Rate
 - De-annualized longevity when applicable (Division V, Article 1, Section 2)
 - Out of Class
- **FLSA Half Rate:** Regular rate divided by two (2)
- **Overtime Rate:** One and one-half times the Regular Rate

SECTION 2 – Overtime

For all members who meet the statutory definition of "employees in fire protection activities" contained in 29 CFR section 203 (y) and are able to engage in their duties are 29 CFR section 207(k) members. Overtime for such members is that time worked which exceeds the one-hundred and six (106) hour threshold within the fourteen (14) day FLSA work period. This shall

apply to LINE BATTALION CHIEFS following ratification within a reasonable amount of time with a target date on or before April 17, 2026

WF&F BATTALION CHIEFS are considered FLSA non-exempt. As 40 hour employees, their overtime is based on a 40 hour workweek.

As of 11/19/25, the payroll software (UKG) cannot take the first ten (10) hours of overtime and pay it at straight rate. As a work around, it is agreed to pay all hours over ninety-six (96) at overtime rate. When a viable solution is found, and from that point forward, the District will pay the ten (10) hours at straight rate again with no adjustments for the overpayments.

Overtime should be paid in the same paycheck covering the pay period in which the overtime was earned. Overtime will be paid in quarter (¼) hour increments. For example, 1 hour and 15 minutes will be represented as 1.25 hours.

Overtime shall be determined by the staffing needs of the Fire District pursuant to Division III Article 3 - Safety Staffing and may be mandatory when position cannot be filled voluntarily. The District shall follow the "Overtime Rules" procedure document which shall be agreed upon by both parties, to fill both voluntary and mandatory overtime.

SECTION 3 – Hold over

When an Employee is held over beyond their normally assigned shift, they shall receive compensation for no less than a quarter (¼) of an hour.

SECTION 4 – Emergency Duty

Emergency Callback shall be paid in accordance with Nevada PERS definitions and rules.

ARTICLE 4 PAYROLL DEDUCTION OF DUES

The Employer agrees to deduct from the paycheck of each Employee who has signed an authorized payroll deduction form.

ARTICLE 5 SPECIAL SKILLS INCENTIVE

SECTION 1 – Incentive Pay

- a) WF&F BATTALION CHIEFS will receive 1% of base pay for maintaining EMT-Basic certification OR 2% of base pay for maintaining Advanced EMT (AEMT) certification. This incentive does not apply to LINE BATTALION CHIEFS.

All current LINE BATTALION CHIEFS represented under this agreement will be certified to a minimum level of Advanced Emergency Medical Technician (AEMT).

ARTICLE 6
TAHOE BASIN LIVING INCENTIVE

To encourage District Employees to live within the Tahoe Basin snow closure boundaries there will be a Tahoe Basin incentive pay. Those Employees residing within the snow closure boundaries of Echo Summit, Luther Pass, Emerald Bay, Spooner Summit, and the top of Kingsbury will receive two and half percent (2.5%) of base pay. This Article does not apply to those Employees residing in the District's Fire Stations. Employees may be required to provide proof of an established residence.

This incentive will start July 1, 2026.

ARTICLE 7
UNIFORM ALLOWANCE

SECTION 1 – Protective Gear

All protective clothing and protective devices required for members in the performance of their duties shall be furnished by the Employer.

All protective clothing and protective devices shall meet or exceed the NFPA requirements for protective clothing for structural firefighting.

SECTION 2 – Uniform Allowance

The Employer shall pay each LINE BATTALION CHIEF one percent (1%) of base salary for upkeep and maintenance of said uniforms. This allowance will start July 1, 2026.

The Employer shall pay each WF&F BATTALION one and one-half percent (1.5%) of base salary for upkeep and maintenance of said uniforms. This allowance will start July 1, 2026.

SECTION 3 – Uniform Change

In the event of a change in uniform, those members affected will be required to comply with such changes within one year.

SECTION 4 – Eyewear Reimbursement

The Employer shall reimburse Employees up to a maximum of \$100.00 for the repair or replacement of prescription eyeglasses lost or damaged during the performance of their duties, providing such loss is not covered by insurance. Employees must submit immediate notice in writing to their duty chief officer after any loss or damage, and then submit suitable receipts for the reimbursements. The Employer will not be liable for repair or replacement when damage is due to Employee negligence. The Employee shall submit in writing, including names of witnesses, to the Fire Chief or their designee, the circumstances surrounding the accident.

ARTICLE 8
WORKING OUT OF CLASSIFICATION

Whenever any BATTALION CHIEF is assigned to work in a role or capacity above the rank of Battalion Chief, they shall receive ten percent (10%) in addition to their regular pay at the time such work is performed, calculated to the nearest quarter (1/4) hour. This excludes any positions temporarily filled on an incident that are qualification based (not rank). Examples of excluded positions include Division/Group Supervisor, Section Chief, Fire Management Officer or Incident Commander. Some examples that would be included (but not limited to): Fire Chief, Assistant Chief, Division Chief, Deputy Chief, Fire Marshal.

ARTICLE 9
EDUCATIONAL INCENTIVE

SECTION 1 – Educational Incentive

BATTALION CHIEFS will qualify for an education incentive based on highest level of education:

- Associate’s Degree – 3% of base pay OR
- Bachelor’s Degree – 5% of base pay OR
- Master’s Degree – 7% of base pay

ARTICLE 10
PROFESSIONAL DEVELOPMENT

SECTION 1 - Professional Development

- a) Meetings and Conferences - TDFPD agrees to budget and pay for meetings and conferences that will continue EMPLOYEE’s professional development including but not limited to any national, regional, state, and local government groups and committees where BATTALION CHIEF serves as a member. TDFPD will pay for all related travel expenses, not to exceed the amount budgeted each year.
- b) Courses and Seminars - TDFPD agrees to budget and pay for courses, institutes, and seminars that further the professional development of BATTALION CHIEFS and TDFPD. Any expense that exceeds \$1,500.00 and/or is longer than five (5) working days requires the approval of the Fire Chief.
- c) Professional Dues and Subscriptions - TDFPD agrees to budget and pay for professional dues and subscriptions that allow BATTALION CHIEFS to participate fully in national, regional, state, and local associations and organizations that are necessary for professional development, community involvement, and the good of TDFPD. An example would be the International Association of Fire Chiefs (IAFC). This provision does not include union dues to Local 2441, the IAFF, or PFFN.

ARTICLE 11 SALARY

SECTION 1 – Salary schedule conditions

The salary schedule will apply in the following conditions:

- a) Step increases are contingent on successful completion of each year of employment.
- b) The successful completion of the probationary period shall be documented by a letter from the Employee's supervisor recommending removing the Employee from probationary status. The Fire Chief or designee will confirm all requirements have been met and document that probation is complete. Firefighter/Paramedic will be paid at these rates as long as they maintain all state requirements and remain state certified.

SECTION 2 – Compliance with FLSA

Per 29CFR §553.224 the fire district FLSA work cycle will be calculated on a fourteen (14) day cycle. Overtime compensation is required for all hours worked in excess of the maximum hour's standards for a fourteen (14) day work period of one-hundred and six (106) hours.

When a LINE BATTALION CHIEF is scheduled to work 120 hours in a 14 day cycle, they will be paid 14 hours at half rate to comply with this regulation. This pay will be delineated as FLSA pay.

LINE BATTALION CHIEFS will begin receiving compensation and remuneration following FLSA guidelines within a reasonable amount of time following ratification of this contract with a target date on or before April 17, 2026.

The following leaves shall be counted as time worked in regard to FLSA hours:

- Vacation leave
- Military leave
- Compensated bereavement leave
- Worker's compensation leave
- Compensatory leave
- Union leave
- Compensated Jury duty

SECTION 3 – Pay Period

Pay periods for LINE BATTALION CHIEFS will be biweekly ending on Sunday at 0800 hours.

Pay Periods for WF&F BATTALION CHIEFS will end at 2400 on Saturday.
Payday will be on the second Friday following the close of the pay period.

SECTION 4 – Step Raise

Upon recommendation of the Fire Chief, while maintaining a satisfactory performance evaluation, an Employee shall be eligible for a step raise upon the successful completion of probation and one (1) year following a previous step raise or promotion until top step is reached.

SECTION 5 – Pay Adjustments

All pay adjustments shall begin on the first day of the next payroll period.

SECTION 6 – Job Descriptions

The Employer shall maintain job descriptions. Any Employee may, on request, look through these descriptions. The Employer will provide each Employee with their job description that will be signed by the Employee and maintained in their personnel file.

SECTION 7 - Wages

LINE BATTALION CHIEFS shall receive the following pay raise:

For the fiscal year 2026/2027 salaries will increase a total of six percent (6%). For the fiscal year 2027/2028 salaries will increase a total of six percent (6%).

2026/2027 and 2027/2028 Wage increases will include all calculations to include any incentives, FLSA, overtime or other pay increases as written in this contract.

WF&F BATTALION CHIEFS shall receive the same pay raises in percentage as the rank of Captain/Crew Foreman found in the Wildland Division bargaining unit CBA to include any negotiated retroactive pay.

Reopener Terms: Whenever Consolidated Tax (CTX) revenues fail to meet State of Nevada estimates, LINE BATTALION CHIEFS wages will be renegotiated, unless there is an increase in revenue from another available source that balances out the effect of CTX revenue decreases.

The parties agree that the Wildland Battalion Chiefs' wages shall be subject to the same Wage Reopener provisions set forth in the current Wildland Division Collective Bargaining Agreement (CBA).

APPENDIX A

Line Battalion Chief 56 hour					
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>Fiscal Year 25/26</u> <u>Per MOU</u>	<u>5.625% COLA (10% - 4.375% PERS Increase)</u>				
	\$140,923	\$147,969	\$155,368	\$163,136	\$171,293
<u>Fiscal Year 26/27</u> <u>Effective 6/28/2026</u>	<u>6% RAISE</u>				
	\$149,378	\$156,847	\$164,690	\$172,924	\$181,570
<u>Fiscal Year 27/28</u> <u>Effective 6/27/2027</u>	<u>6% RAISE</u>				
	\$158,341	\$166,258	\$174,571	\$183,300	\$192,465

Wildland Fire & Fuels Division Battalion Chief					
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>Fiscal Year 25/26</u>	<u>FY 25/26 COLA WILL BE MIRRORED FROM WILDLAND CBA</u>				
	\$90,937	\$95,484	\$100,258	\$105,271	\$110,534
<u>Fiscal Year 26/27</u>	<u>FY 26/27 COLA WILL BE MIRRORED FROM WILDLAND CBA</u>				
<u>Fiscal Year 27/28</u>	<u>FY 27/28 COLA WILL BE MIRRORED FROM WILDLAND CBA</u>				

BATTALION CHIEFS will follow guidelines found in Appendix B-F of the UNION CBA.
 Appendix B – Employee Development and Performance Program
 Appendix C – Counseling Notice
 Appendix D – Disciplinary Action Form
 Appendix E – Drug and Alcohol Policy
 Appendix F – Reasonable Suspicion Observation Form