

Tahoe-Douglas Fire Protection District
Board of Trustees
Notice of Public Meeting

Pursuant to Section #241 of the Nevada Revised Statutes, the Tahoe Douglas Fire Protection District hereby notifies all interested parties that the Board of Trustees will conduct business of the District as noted below:

- I. The Board of Trustees will meet **Wednesday, June 24, 2026.**
- II. The meeting will be held at **2:30 PM in the Classroom at TDF Station 23 – 193 Elks Point Rd, Zephyr Cove, NV 89448.**

Below is an agenda of all items scheduled to be considered at this meeting. Unless otherwise stated, items may be taken out of order, may be combined as two or more agenda items for consideration and may be removed from the agenda or discussion may be delayed at any time at the discretion of the chairperson.

1.	Call to Order
2.	Pledge of Allegiance
3.	Roll Call
4.	Approval of Agenda
5.	<p>Public Comment: This portion of the meeting is open to the public to speak on all matters on the agenda and within the jurisdiction and control of the Tahoe Douglas Fire Protection District Board of Trustees. Public comment will be limited to three minutes per person. The Open Meeting Law does not expressly prohibit responses to public comments by Trustees. However, responses from Trustees to issues raised in public comment could become deliberative on a matter without notice to the public. To ensure that the public has notice of all matters the Trustees may discuss and on the advice of legal counsel, the Trustees may choose not to respond to public comment except to correct factual inaccuracies, to request that staff look into the matter or to ask that the issue be placed on a future agenda. If a person involved with a project intends to submit additional documentation to the Board in support of that project it is requested that they bring a minimum of 10 copies.</p> <p>Public comment must be limited to matters that are within the jurisdiction and control of the Trustees.</p>
6.	Trustee Comments

7.	For Discussion and Possible Action:	Approval of Consent Agenda: Items appearing on the Consent Agenda are action items generally heard without discussion and adopted with one vote for the entire agenda. Trustees or members of the public may have any consent item pulled and placed on the Administrative Agenda so that the item may be heard and receive public comment. Members of the public requesting that item(s) be pulled shall do so during the Public Comment segment at the beginning of the meeting. Items: a. Board Meeting Minutes 05/27/2026
8.	For Discussion and Possible Action:	Consent items moved forward.
9.	For Discussion and Possible Action:	Discussion and possible approval of renewal proposal from Nevada Public Agency Insurance Pool (POOL) for FY 2026-2027 Alan Reed, C.I.C, Warren Reed Insurance Wayne Carlson, Executive Director, POOL/PACT
10.	For Discussion and Possible Action:	Discussion and Possible approval of the Two-year Collective Bargaining Agreement between Tahoe Douglas Professional Firefighters Association Local 2441 Wildland Unit and TDFPD Interim Fire Chief Bryce Cranch
11.	For Discussion and Possible Action:	Discussion and possible approval of Resolution #001-2026 Budget Augmentation – General Fund in the amount of \$693,435, increasing the budget from \$15,255,791 to \$15,949,226 for additional unanticipated resources. Interim Fire Chief Bryce Cranch
12.	For Discussion and Possible Action:	Discussion and possible approval of Resolution #002-2026 Budget Augmentation – Sick Leave Fund in the amount of \$149,736 increasing the budget from \$396,556 to \$546,292 for additional unanticipated resources. Interim Fire Chief Bryce Cranch
13.	For Discussion and Possible Action:	Discussion and possible approval of Resolution #003-2026 Budget Augmentation – Fire Safe Community Fund in the amount of \$1,880,515 increasing the budget from \$8,100,518 to \$9,981,033 for unanticipated resources. Interim Fire Chief Bryce Cranch

14.	For Discussion and Possible Action:	Discussion and possible approval of Resolution #004-2026 Budget Augmentation – Capital Projects Fund in the amount of \$38,491, increasing the budget from \$1,723,599 to \$1,762,090 for additional unanticipated resources. Interim Fire Chief Bryce Cranch
15.	For Discussion and Possible Action:	Discussion and possible approval of Resolution #005-2026 Budget Augmentation – Health Insurances Fund in the amount of \$878,966, increasing the budget from \$3,046,394 to \$3,925,360 for additional unanticipated resources. Interim Fire Chief Bryce Cranch
16.	Presentation:	Special Recognition Interim Fire Chief Bryce Cranch
17.	Report Item:	District Divisions Fire Prevention – Interim Fire Marshal Kris Rowlett Wildland Fire & Fuels – Division Chief Keegan Schafer Operations – Interim Assistant Chief Steve Prather
18.	Report Item:	Review of Monthly Fire District Reports and Activities and Annual Goals and Objectives. No action will be taken. Interim Fire Chief Bryce Cranch
19.		Public Comment
20.		Confirm next meeting, Wednesday, July 22th, 2026, at 2:30pm, possible agenda items.
21.		Adjourn

This notice and agenda have been posted on or before 9:00 AM on Thursday, June 18th, 2026 in compliance with NRS 241.020.

Copies of the agenda have been posted at Fire Station #23 – 193 Elks Point Road, Glenbrook Post Office, Round Hill Post Office, Stateline Post Office, on the Tahoe Douglas website www.tahoefire.org under Fire Board/Agendas, and the State of Nevada website at <https://notice.nv.gov>.

I HEREBY CERTIFY that the above-mentioned information is true and correct to the best of my knowledge and complies with the provisions of NRS 241 and the laws of the State of Nevada. I also certify that this notice has been posted at least three working days prior to the convening of the meeting.

Kathy Donovan
Administrative Assistant/Fire Board Clerk

Special Note: If you require special accommodation (for instance, for impaired mobility, vision, or hearing) and wish to attend this meeting, please call our administrative offices at 775-588-3591 24 hours in advance of the meeting and we will endeavor to assist you.

The public may submit written public comments before a Board meeting by email to publiccomment@tahofire.com or by mail addressed to: Public Comment, PO Box 919, Zephyr Cove, NV 89448. Please include the meeting date, your full name, and address in the subject line of your email or other written correspondence. Written public comment must be received no later than 9am the day prior to the meeting in order for it to be included in the agenda materials for the meeting. Written comments submitted at a Board meeting may be included in the minutes of the meeting at the request of the commenter.

If you would like to attend this meeting virtually,
please see the link and access code
information below:

<p style="text-align: center;">TD Virtual Line Please join my meeting from your computer, tablet or smartphone. https://meet.goto.com/tahofire</p> <p style="text-align: center;">You can also dial in using your phone. Access Code: 774-790-293 United States: +1 (872) 240-3311</p> <p style="text-align: center;">Get the app now and be ready when your first meeting starts: https://meet.goto.com/install</p> <p style="text-align: center;">The Conference line will be open by 2:15 pm for public access.</p>
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Kathy Donovan <kdonovan@tahofire.org>

Disappointment Regarding the Dismissal of Chief Scott Lindgren

1 message

Dreu Murin <dreu@dreumurin.com>

Sun, May 31, 2026 at 5:49 PM

To: "PublicComment@tahofire.com" <PublicComment@tahofire.com>, "ben@johnsonvg.com" <ben@johnsonvg.com>

Cc: Gary Casteel <gcasteeljr@trans-sierra.com>

To the Board,

I am writing to express my profound disappointment regarding the decision to dismiss Chief Scott Lindgren.

In a time when many public agencies struggle with leadership, accountability, and community engagement, Douglas County finally had a Fire Chief who brought passion, energy, vision, and a genuine commitment to putting the community first. Chief Lindgren was a breath of fresh air. He challenged the status quo, demanded excellence, pushed for improvement, and worked tirelessly to move the organization forward.

Unfortunately, from conversations I have had with numerous individuals throughout the community, it appears that some within the organization were unhappy simply because they were being asked to work harder, be more accountable, and meet higher expectations. Frankly, that is what leadership is supposed to do. The role of a Fire Chief is not to make employees comfortable—it is to ensure the department is operating at the highest level possible for the taxpayers and residents it serves.

In my and others opinion, Chief Lindgren accomplished more during his tenure than many leaders before him. He brought visibility to the department, strengthened community relationships, improved public engagement, and demonstrated a level of enthusiasm and commitment that was evident to anyone paying attention. He cared deeply about Douglas County, its residents, and the future of the department.

One of the most admirable qualities Chief Lindgren brought to the role was his unwavering support for our law enforcement agencies and first responders throughout the region. At a time when cooperation and coordination between public safety agencies are more important than ever, Chief Lindgren fostered strong working relationships with local law enforcement, openly supported the difficult work performed by deputies and officers, and understood that public safety is strongest when fire, EMS, and law enforcement operate as partners rather than separate entities. His commitment to collaboration and mutual support was evident and appreciated by many throughout the community.

What concerns me most is the message this decision sends. If a leader who pushes for accountability, performance, collaboration, and progress can be removed despite broad community support, then one must ask whether the priorities of the organization are aligned with the priorities of the citizens who fund and rely upon it.

At this point, I believe there should be a serious review of the Board itself and the decision-making process that led to this outcome. The community deserves transparency regarding the reasons behind this dismissal and deserves assurance that decisions are being made in the best interests of residents—not simply to satisfy internal politics or resistance to change.

The Board's responsibility is not merely to represent the interests of employees. It is to represent the interests of the taxpayers, businesses, visitors, and residents who depend on high-quality emergency services every day. Based on the overwhelming disappointment I have heard expressed throughout the community since this announcement, I believe many people are questioning whether that responsibility was fulfilled in this case.

Leadership requires difficult decisions, and meaningful change is often uncomfortable. However, removing a leader because he expected more from those around him is not a recipe for excellence. It is a recipe for mediocrity.

Many residents, business owners, community leaders, and stakeholders viewed Chief Lindgren as exactly the kind of leader Douglas County needed. His passion, visibility, work ethic, and commitment to both the community and fellow public safety agencies set a standard that should be encouraged—not punished.

I respectfully urge the Board to provide transparency regarding this decision, explain the rationale behind it, and reflect on whether the long-term interests of Douglas County are truly being served. If the Board expects accountability from its leadership, the community should be able to expect accountability from the Board as well.

Sincerely,

6/18/26, 1:40 PM

Tahoe Douglas Fire Protection District Mail - Disappointment Regarding the Dismissal of Chief Scott Lindgren

Dreu Murin
Douglas County Resident

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You received this message because you are subscribed to the Google Groups "TDFPD Public Comments" group.
To unsubscribe from this group and stop receiving emails from it, send an email to PublicComment+unsubscribe@tahoefire.com.

To view this discussion visit <https://groups.google.com/a/tahoefire.com/d/msgid/PublicComment/64E0D797-7204-43FC-8A27-8C0C8286D76C%40dreumurin.com>.

TAHOE DOUGLAS FIRE PROTECTION DISTRICT
BOARD OF TRUSTEES MEETING
May 27, 2026

Those Present:

Interim Fire Chief Bryce Cranch
Chairman Ben Johnson
Trustee John Breaux

Trustee Dan Kruger
Legal Counsel Kara Hayes

1. Call to Order

Chairman Johnson called the meeting to order at 2:31 PM.

2. Pledge of Allegiance.

Captain Wade led the Pledge of Allegiance.

3. Roll Call

Chairman Johnson, Trustee Breaux, and Trustee Kruger were all present. A quorum was met

4. Approval of Agenda

Trustee Breaux made a motion to approve the agenda as presented.

Second: Trustee Kruger

Motion approved: 3-0

5. Public Comment

None.

6. Trustee Comments

Trustee Breaux recognized Chief Schafer for the work done on the defensible space rebate program.

Trustee Kruger reported that the radio group is moving forward and the meeting synopsis was added to the board book.

Chairman Johnson paused the meeting at 2:37 pm due to technical issues with the virtual meeting platform. The meeting resumed at 2:51 pm. Chairman Johnson provided a brief recap of the meeting and opened Public Comment. No public comments were received.

Trustee Kruger discussed the appropriateness of Douglas County charging Tahoe Douglas Fire the proposed stormwater improvement fee. Chairman Johnson has contacted the County Commissioner regarding the matter and encouraged the Trustees and Chief Cranch to express their concerns and advocate for a fair resolution.

TAHOE DOUGLAS FIRE PROTECTION DISTRICT
BOARD OF TRUSTEES MEETING
May 27, 2026

Chairman Johnson expressed appreciation for Jodie Nelson's attendance at Board meetings and encouraged her to spend time with staff and participate in ride-alongs.

Chairman Johnson thanked the Department for assisting Lake Valley Fire following the loss of one of their firefighters.

7. Approval of the Consent Agenda

- a. Board Meeting Minutes 04/22/2026

Trustee Breaux made a motion to approve the Consent Agenda as presented.

Second: Trustee Kruger

Motion approved: 3-0

8. Consent items moved forward:

None.

9. Public hearing and possible adoption of the FY 2026-2027 Tentative Budget.

Interim Fire Chief Bryce Cranch

Chief Cranch reported that the tentative budget that was presented at the last board meeting was subsequently approved by the State.

Chief Cranch confirmed the contract list has been updated from the tentative to the final budget to accurately reflect current contracts.

Chief Cranch reported that the budget was balanced through staffing and spending reductions while maintaining the State's minimum reserve requirement. Finance Manager Nolting-Bammer clarified that the budget submitted to the State did not include a deficit.

Chairman Johnson thanked Finance Manager Nolting-Bammer and Chief Cranch for the work completed on the budget.

Trustee Breaux made a motion to adopt the FY 2026-2027 Tentative Budget.

Second: Trustee Kruger

Motion approved: 3-0

10. Public hearing and possible adoption of the FY 2026-2027 Final Budget.

Interim Fire Chief Bryce Cranch

Chief Cranch gave special recognition to Finance Manager Nolting-Bammer, noting her valuable contributions and significant role in the budget process.

TAHOE DOUGLAS FIRE PROTECTION DISTRICT
BOARD OF TRUSTEES MEETING
May 27, 2026

Budget Overview

- Chief Cranch reported that the final budget remains largely unchanged from the tentative budget, with adjustments based on updated expense and revenue information, including confirmed strike team revenue and refined salary and benefit projections.
- The General Fund ending fund balance increased slightly and is projected at approximately 4.29%, meeting the State's minimum reserve requirements.
- Capital spending remains limited, with funding identified for station alerting projects, a reroof project at Station 23, and potential participation in a KGID metal building project. No new apparatus purchases are planned beyond previously approved commitments.

Fund Updates

- **General Fund:** Updated revenue projections, including ad valorem, CTX, interest income, and strike team revenue, resulted in a slight increase to the projected ending fund balance.
- **Sick Leave Reserve Fund:** Minor adjustments were made to salary and wage projections based on updated information, resulting in a slight decrease to the ending fund balance.
- **Special Services Fund:** Minimal changes were made. Finance Manager Nolting-Bammer discontinued the annual transfer from the General Fund, citing an adequate fund balance and the desire to more accurately reflect actual program costs.
- **Fire Safe Community Fund:** Revenue projections improved due to increased contract, fuels management, strike team, and interest income. Operational changes and increased contract work to improve the fund's financial sustainability.
- **Fire Flow Initiative Fund:** Minor adjustments were made, including a reduction in projected capital outlay, resulting in a slightly improved ending fund balance.
- **Aviation Fund:** No significant changes were reported.
- **Health Insurance Fund:** Finance Manager Nolting-Bammer explained that the fund remains in the budget document for audit purposes, although its balance has been transferred to the new Internal Benefits Service Fund.
- **Enterprise (Ambulance) Fund:** Minor revenue and expense adjustments were made. Chief Lucas reported that ambulance billing revenues dropped largely due to insurance reimbursements tied to high-deductible plans. Revenues have since rebounded over the last two months.
- **Health Benefits Internal Service Fund:** Updated projections from the District's health insurance brokers resulted in lower anticipated health insurance cost increases than originally estimated in the tentative budget, improving the outlook.

Chief Cranch recapped that the District faced significant budget challenges due to wage increases, PERS rate increases, higher health insurance costs, and major facility expenses. He noted that the final budget closely reflects the tentative budget, remains approvable, and

TAHOE DOUGLAS FIRE PROTECTION DISTRICT
BOARD OF TRUSTEES MEETING
May 27, 2026

highlighted the importance of future revenue generation to address upcoming capital and personnel costs.

Finance Manager Nolting-Bammer explained that the new Health Insurance Internal Service Fund is budgeted with a negative net change due to the transfer of remaining funds from the previous health insurance fund, providing a reserve that reduces the amount other funds must contribute.

Chief Cranch and Chairman Johnson acknowledged the budget pressures but expressed confidence in working through them while focusing on revenue generation.

Trustee Breaux expressed concern that the new health insurance increase could be closer to 19% rather than the budgeted estimate of 10.2%.

Chief Cranch noted that healthcare costs are variable under self-insurance but said brokers provided strong guidance. HR Specialist Nalder outlined significant costs associated with employee turnover with insurance cited as a contributing factor. Chairman Johnson emphasized that the priority is ensuring employees have reliable access to healthcare.

Trustee Breaux made a motion to adopt the FY 2026-2027 Final Budget.

Second: Trustee Kruger

Motion approved: 3-0

11. Special Recognition

Interim Fire Chief Bryce Cranch

Service Recognition:

Captain Brad Petersen	19 Years of Service
Accounting Specialist Lora French	5 Years of Service
Firefighter/Paramedic Will Schultz	3 Years of Service (Hired as seasonal in 2021)
Firefighter/Paramedic Foster Saunders	3 Years of Service (Hired as seasonal in 2022)
Engineer/Squad Leader Clayton Sollberger	4 Years of Service (Hired as seasonal in 2019)
Engineer/Squad Leader Michael Toan	3 Years of Service (Hired as seasonal in 2022)
Engineer/Squad Leader Gunner Wood	3 Years of Service

TAHOE DOUGLAS FIRE PROTECTION DISTRICT
BOARD OF TRUSTEES MEETING
May 27, 2026

(Hired as seasonal in 2022)

Engineer/Squad Leader/Operator Matthew Olivares-Laine

3 Years of Service

(Hired as seasonal in 2021)

12. District Divisions

Fire Prevention

Fire Inspector Turner shared photos and videos from recent community outreach and training events, including George Whittell High School fire science students participating in interactive wildland fire training and a station tour featuring hands-on activities with the door prop, hose operations, and lunch with firefighters.

Wildland Fire & Fuels – Division Chief Keegan Schafer

- Chief Schafer reported the successful closeout of the Southern Nevada Public Land Management Act (SNPLMA) Round 18 grant following a final review by grant administrators.
- The District continues supporting Community Wildfire Defense Grant (CWDG) projects in Zephyr Cove and Upper Kingsbury, providing funding for defensible space and fuels reduction work. Eligible homeowners may receive reimbursement for approved projects, with grant administration provided by the Nevada Tahoe Conservation District.
- Ongoing fuels reduction projects continue throughout the District, including work in Zephyr Cove, Round Hill, and the Tranquility area.
- Schafer provided an update on regional wildfire mitigation efforts through the Tahoe Fire and Fuels Team and noted a recent leadership transition within the organization.
- Seasonal restrictions on residential green waste burning are now in effect.
- Community Work Days are starting and residents are encouraged to utilize available chipping, composting, and other community wildfire mitigation programs.
- Chief Monaghan recognized Tyler Black and the Zephyr Crew for raising \$9,000 for the Wildland Firefighter Foundation at the annual Softball Tournament.

Operations – Interim Assistant Chief Steve Prather

- Chief Prather reported that call volume remains typical for the shoulder season, with 133 calls during the reporting period.
- The District assisted with coverage during operational challenges at Lake Valley Fire Protection District, providing personnel and apparatus while receiving support from regional partners to maintain local coverage.
- A new grant-funded narcotics vault has been installed, improving accountability, efficiency, and medication management processes.

TAHOE DOUGLAS FIRE PROTECTION DISTRICT
BOARD OF TRUSTEES MEETING
May 27, 2026

- Station 25 stair replacement plan reviews with the County are ongoing, and the project remains necessary due to the deteriorating condition of the existing stairwell.
- The District successfully completed its first joint Captain promotional examination with Carson City and East Fork Fire Protection Districts. The collaborative process improved efficiency, strengthened regional partnerships, and produced a qualified candidate list. A similar process is planned for Battalion Chief testing later this year.
- Admin staff played a significant role in onboarding and orienting 32 seasonal employees, with the process proceeding smoothly.
- Acting Battalion Chief Norwood continues to take on expanded responsibilities and professional development opportunities, demonstrating strong engagement and leadership growth within the organization.
- An update was provided on ongoing radio communications discussions with Douglas County. Trustee Kruger was recognized for his assistance in advancing solutions and ensuring coordination among stakeholders.

13. Review of Monthly Fire District Reports and Activities and Annual Goals and Objectives. No action will be taken.

Interim Fire Chief Bryce Cranch

- Interim Fire Chief Cranch reported ongoing personnel development activities, including employees completing TAPS, promotional testing, probationary milestones, and acting assignments that support leadership development within the organization.
- Negotiations for the Wildland Fire and Fuels labor contract continue to progress through a collaborative process with all parties.
- Significant staff time has been devoted to budget development and long-term financial planning, including discussions regarding tax base limitations and potential future funding options.
- Work continues on formalizing governance and administration of the Post-Retirement Trust (PRT), including development of trust documents, benefit summaries, and consideration of third-party administration services for the approximately \$18 million fund.
- Staff met with Douglas County Chief Operating Officer Kathy Lewis to review salary surveys, operational efficiencies, and other business-related initiatives.
- The District is transitioning to the Anthem network and Anthem as its third-party administrator (TPA) for employee health benefits. The Chief noted the extensive work involved in the process and anticipated improvements to employee healthcare access and benefits.
- Technology and operational improvements continue, including updates to Google Workspace permissions and implementation of the First Due staffing module

TAHOE DOUGLAS FIRE PROTECTION DISTRICT

BOARD OF TRUSTEES MEETING

May 27, 2026

- Chief Cranch recognized District personnel for their support following the line-of-duty death at Lake Valley Fire Protection District, including engine coverage, peer support, honor guard participation, casket watch, and funeral procession support.
- Staff continue working with Cave Rock General Improvement District regarding a proposed neighborhood access gate, with a focus on maintaining emergency access and evacuation capabilities.
- The District completed its Medicare enrollment renewal process, ensuring continued ability to bill Medicare for services.
- Fire prevention staff continue working with property owners on alternative fire protection measures in areas with limited water supply, while also supporting fire alarm system upgrades and other code compliance projects throughout the District.
- A presentation on emerging firefighting drone technology, including autonomous systems capable of delivering water or foam, as a potential future tool for wildfire response.

14. Public Comment

None.

14. Confirm next meeting, Wednesday, June 24th, 2026, at 2:30pm, possible agenda items.

Confirmed.

15. Adjourn

Meeting adjourned at 4:43 PM.

Submitted by:

Kathy Donovan

Administrative Assistant/Board Clerk

WARREN REED INSURANCE

Insurance Renewal for Tahoe Douglas Fire Protection District



**Presented By:
Alan Reed**

**1521 HIGHWAY 395, NORTH
GARDNERVILLE, NV 89410
PHONE (775) 782-2277 ~ FAX (775) 782-8923**

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Warren Reed Principle

To provide our customers with quality insurance products and services while maintaining the highest standard of integrity, trust and respect with our client base, this community and our agency staff. We will do this by continuing to build our organizational capabilities and taking seriously the responsibility placed upon us.

Name	Year	Division	Title
Warren Reed	1947	Carson Valley	Founder/Deceased 1917 - 1998
Bruce Hollander CPCU	1966	Carson Valley	Retired in 2016 after 50 years of service
Jim Norton	1967	Carson Valley	Property & Casualty Agent
Alan Reed CIC	1974	Carson Valley	President, Property & Casualty Agent
Denise Rudnick CISR	1984	Carson Valley	Retired in 2022 after 38 years of service
William Coverly	1987	Carson Valley	Life & Health Agent - deceased 1942 - 2015
Todd Wilcks, CIC	1987	Carson Valley	Property & Casualty Agent
Kristi Glover, CISR	2003	Carson Valley	Account Executive/ Office Manager
Jeff Long	2005	Carson Valley	Life & Health Agent
Carolyn Mitchell, CISR	2008	Carson Valley	Commercial Lines CSR
Mike Downs	2008	Carson Valley	Property & Casualty Agent
Robin Frediani	2006	Montana	Claims Administrator
Taylor Reed, CIC	2015	Carson Valley	Vice President, Property & Casualty Agent
Rachel Rodriguez	2017	Carson Valley	Commercial Lines CSR
Benjamin Reed	2020	Montana	Property & Casualty Agent
Celeste Covey	2021	Carson Valley	Property & Casualty Agent
Shannon Minder	2022	Carson Valley	Personal Lines CSR
Thomas Reed	2023	Reno	Property and Casualty Agent
Jason Hill	2025	Las Vegas	Property and Casualty Agent
Victoria Gleason	2025	Carson Valley	Personal Lines CSR
Shawnee Hunt	2026	Ely	Property and Casualty Agent

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Partners in Education

Warren Reed Insurance, as well as the Reed family foundation are heavily involved in the education of our youth.

In 1999, the Warren & Ethyl Reed – Carson Valley Lions Scholarship Foundation was formed by Alan Reed. The tax-exempt foundation was set up according to the laws governing same by the Internal Revenue Service.

It was Warren Reed’s ambition to be able to provide scholarships to students of single parents who have a true financial need for assistance. The scholarship is open to students who live in single parent households. Students from Smith Valley, Coleville, Whittell and Douglas High Schools are eligible to apply for a scholarship of up to \$2,000 annually.

Warren Reed had a long record of public service to the Carson Valley Lions Club, and the award aptly names his affiliation with same.

Scholarship winners to date are:

<u>1999</u> Jeana Valenzuela Jamie Bratton Rebecca Groves	<u>2000</u> Nikki Leeper	<u>2001</u> Derick E. Schulz Kelly L. Henderson Victoria Brinkerhoff	<u>2002</u> Jaime Yered Allison Walling
<u>2003</u> Erin Zelenski Daniel Wines Bethany Teveldahl	<u>2004</u> Dustin Cooper Amanda Hallstein Sho Kashiman	<u>2005</u> Anna Arana Courtney Kemp Ariana Rodriguez	<u>2006</u> Courtney Zaninovich Cristna Milner Rachael McElhiney
<u>2007</u> Amanda Edmonson Bryce Rafferty Shauna Johnson	<u>2008</u> Brittany Faller-Stimpston Lourdes Zuniga Amanda McComb	<u>2009</u> Brittany Boyd Savannah Nash	<u>2010</u> Jacquelyn Edwardson Elizabeth Sims
<u>2012</u> Shannon Dugan	<u>2013</u> Serena Gafford	<u>2014</u> Kendall Ferris	<u>2015</u> Max Primo
<u>2016</u> Shaena Robinson	<u>2017</u> Jarod Pieller	<u>2018</u> Nicholaus Buchholz	<u>2019</u> Alexandra Gaiser
<u>2020</u> DiDiAlice Coker Grace Green Bayla Fitzpatrick Delta Waldberger	<u>2021</u> Sarah Burt Jack Forvilly Cameron Peterson	<u>2022</u> Zoey Quinn Ashanti Gutierrez	<u>2023</u> Jade Paine Jade Paine Sara Hurford Kylie Martin Hailey Peterson
<u>2024</u> Dexter Mathers Harley Smith	<u>2025</u> Mari Stone Carson Remington		<u>2026</u> Natalye Carrillo Vicente Zackery Dalton

1521 Hwy 395 North
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May 6, 2026
Tahoe Douglas Fire Protection District
ATTN: Chief Bryce Cranch and Battalion Chief Steve Prather
PO BOX 191
Zephyr Cove, NV 89448

Dear Chief Bryce Cranch and Battalion Chief Steve Prather,

Enclosed please find a detailed summary of coverage terms and conditions for the upcoming year.

The 2026 POOL Renewal Process

POOL regularly shops for quality carriers, as well as competitive terms. This process started months ago (as noted below).

October 2025- Association of Governmental Risk and Insurance POOL meetings conducted in Austin, Texas. Meetings were held with 6 markets wherein market conditions, and options were explored.

March 2026- Alternate markets were approached for Cyber and Liability in pursuit of gap filling with respect to liability and replacement carriers for cyber.

February 2026- Meetings conducted with 17 potential syndicate partners. We were assisted by our London broker, Steve Firman and our U.S. affiliate, Willis Towers Watson. Of particular interest to Tahoe Douglas, The POOL fire districts continue to be on the leading edge of wildfire mitigation. As well, the property market has stabilized since 2024.

As a result of POOL's efforts, your membership voted to accept proposals from County Reinsurance Limited, Public Risk Mutual, Government Entities Mutual, Lloyds of London, Tokio Marine and Travelers Boiler Re.

Membership Report

There are now 144 public entities in POOL. Approximately 45 members have voting rights. New members include Beatty GID, Cave Rock Estates GID, East Fork Fire Protection District and Tahoe Transportation District. The members have effectively pooled together as a risk sharing pool for more than 40 years.



Carrier Review and Financial Discussion

The voting members considered several factors in making their renewal decision. Those included current carrier relationships, stability in pricing, claims handling, and auxiliary services provided to the membership, as well as coverage enhancements.

In an effort to increase their long-range viability and financial strength, the membership has continued to develop a number of member owned insurers that over time, have and will continue to participate in the program structure. These companies assist POOL/ PACT by participating in coverage layers within the insurance programs. The presence of these member owned captives has strengthened the financial position of POOL/PACT. They have also helped in the negotiation of coverage contracts with respect to increased levels of coverage that are dependent on financially strong underlying companies. **One additional goal is to continue increasing investment earnings.**

The major purpose of any pool is to provide consistency in terms of coverage availability and pricing which can also be described as taking the unexpected bumps out of the road that may occur from time to time, due to hardening and softening within the marketplace.

In the case of POOL/ PACT, the member owned captives are Public Risk Mutual (PRM) and Public Compensation Mutual (PCM). These non-profit captives participate within the program structure. As well, the Pool has a financial stake in two risk retention groups (RRG's), Government Entities Mutual (GEM) and County Reinsurance Limited (CRL) who also participate in coverage layers. One traditional insurance company, Travelers Re, as well as one syndicated insurance provider, Lloyds of London participate in the property coverages. Ironshore Insurance provides environmental protection.

Carrier Spotlight-Government Entities Mutual-GEM was formed in 2003 and is currently owned by twenty three public entity pools from seventeen states, including the Nevada Public Agency Insurance Pool (POOL). They are a pool of pools. They also participate in POOL's coverage layers. GEM is domiciled and regulated in Washington, D.C.. The GEM Proposition-A dependable, stable source of reinsurance acting in the best interests of our members.

Financial statements are available to any interested party. In short, the member owned entities continue to grow in key areas including net assets (well over \$200,000,000). As POOL/PACT are quasi public entities, they are subject to Nevada Statutes with respect to safeguarding their financial assets. Same includes preservation of principal, and adequate liquidity to meet operating needs. However, they are also offered an opportunity at income and growth which typically, governmental entities are not. Both organizations received clean opinions from the independent auditor.



Did you know? The Nevada Public Agency Insurance Pool is a non-profit organization.

State of the Insurance Market

Property

- The property market has leveled, and capacity is again available. CAT losses have not declined, and secondary losses continue to be more frequent, such as climate change, wind, hail, and wildfire.

Liability

- Due to inflation, including social inflation, and it's impact on claim costs, civil turmoil/law enforcement and continued Sexual Assault and Molestation, liability markets remain conservative in pricing.

Workers Compensation

- With the continued rise in health care costs, markets will continue to look for rate increases. With respect to public entities, presumptive legislation and resulting laws will no doubt, provide challenges going forward.

Cyber

- Although some market stabilization has occurred in 2026, losses continue to happen. Markets continue to press for improved cyber security practices on behalf of insureds. Higher rates, reduced limits, larger retentions and deductibles are impacting this sector.

POOL's Cyber Cover

POOL affords Cyber Liability to each member. The limit is \$1,000,000 per cyber security event. Claims include but are not limited to malware attacks, leakage of sensitive information, unwanted e-mails to wireless devices and computers without permission, improper faxes, failure to follow electronic procedures, errors arising out of social networking, web issues, improper text messaging and data breaches.

Tokio Marine now underwrites the coverage.



POOL currently contracts with Information International Associates, Inc. to assist with data security policies, procedures, and risk evaluations. These services have been made available to the members. The cost for same is absorbed by the POOL.

Environmental Services

Pollution Legal Liability is included subject to a \$2,000,000 limit for each incident and an aggregate limit of \$10,000,000. A \$25,000 deductible per incident applies. Coverage applies for (1) third party claims, (2) first party remediation expense, (3) emergency response expense and (4) business interruption.

Property Recap

The POOL currently underwrites \$8,590,569,059 in Nevada property exposures. This limit also includes physical damage on those autos scheduled with broader coverage.

Ownership

As mentioned above, ownership in the Nevada Public Agency Insurance Pool is vested in the membership. All decisions regarding coverage plans are made by the Executive Board and the Executive Committee with input, research and leadership provided by the POOL's Executive Director (Wayne Carlson) and POOL staff.

Accountability and Peer Review

Both POOL and PACT belong to AGRiP, the Association of Governmental and Risk Pools. AGRiP is a conglomerate of several hundred governmental insurance pools in the U.S. POOL and PACT have consistently (since 1996 and 1993) received awards from AGRiP's Recognition Program. That status is achieved upon completion of rigorous examinations and a compliance process administered under AGRiP's Advisory Standards for Public Entity Risks and Employee Benefit Pools. This comprehensive process includes an in depth analysis of practices, procedures, claims and a financial review, as well.



Risk Management Grant Program

The program funds for risk management and mitigation projects. Annual grants funded by POOL are approximately \$500,000 for POOL, and a similar amount for PACT.

Equipment replacement projects, cyber security software, security enhancements, parks and playground equipment, as well as fire protection upgrades are high on many public entities wish lists. Some grants were/are over \$50,000. Members use these grants to reduce their own costs that are associated with risk management. There are a variety of applications reviewed on a regular basis. Members are encouraged to take advantage of this service. Grant awards can be provided for a number of safety items (i.e. fire alarm equipment, video security, and dispatch equipment) as well as cost reimbursements for risk management conferences. As well, awards are available under the POOL's Enterprise Risk Management Excellence Program

The Employee Assistance Program

The Employee Assistance Program (or EAP) through KEPRO continues to be utilized. The most widely assessed problems include Emotional Well Being, Work Life and Relationships. For those looking at legal consultations Family Law, Divorce, Separation, Elder Law, Probate and Estates are some of the most looked at topics. More employees are accessing online according to the utilization data. KEPRO is also emphasizing the promotion and availability of teletherapy and telehealth.

POOL/PACT offers to all member employees and their dependents a confidential program to address and resolve personal and workplace challenges. Services are offered live and online. Over 15,000 employees have access to this program. Hundreds of public entity employees seek assistance each year. Of those seeking help, about 15% are dependents.

1521 Hwy 395 North
Gardnerville, NV 89410
(775) 782-2277
Fax: (775) 782-7387 or (775) 782-8923



POOL/PACT Executive Committees

Both organizations are member owned and driven. The current Executive Committees include:

POOL

Ann Cyr	Carson City School District
Josh Foli, Chair	Lyon County
Curtis Trujillo	Incline Village GID
Dan Murphy, Vice Chair	Pershing County School District
Amanda Osborne	Elko County
Weston Noyes	Humboldt County
Kim Todd, Fiscal Officer	Eureka County
Bryce Cranch	Tahoe Douglas Fire District

PACT

Josh Foli, Fiscal Officer	Lyon County
Alicia Heiser	City of Winnemucca
Russel Klein, Vice Chair	Lander County School District
Amanda Osborne	Elko County
Paul Sikora, Chair	Boulder City
Joe Westerlund	Town of Tonopah
Jackie Signorelli	North Lake Tahoe Fire District

1521 Hwy 395 North
Gardnerville, NV 89410
(775) 782-2277
Fax: (775) 782-7387 or (775) 782-8923



Program Cost Summary

The program cost for Tahoe Douglas Fire Protection District is \$115,379.45 for 2026-27 which represents an increase of \$11,691.59 (11.28%) Notable changes in the rating of the 2026-27 cost structure include a payroll increase of 10.57%. Property values increased 25.75% and your auto count decreased by 1 (-1.61%).

Warren Reed Insurance, Inc.

The Reed agency operates under a focused strategic plan that includes:

- Risk Management and Underwriting
- Marketing and Sales
- Customer Service
- Claims
- Education and Analysis

The Warren Reed agency is Douglas County's oldest family owned commercial enterprise, established in 1947. Alan G. Reed, C.I.C., and President has been with the agency since 1974. The agency has been family owned since inception. He and his wife, Dana have been married for forty four years and they have six children, ten grandchildren, and three great grandchildren. Christine is a graduate of Washington State University and is a teacher in western Oregon. A.G. received a law degree and a Masters in Public Policy from Indiana University. His undergraduate studies included the United States Air Force Academy, Hillsdale College (Michigan) and Oxford University. He currently resides in Sacramento. Taylor is a 2011 graduate of Gonzaga University and is a vice president/account executive for Warren Reed Insurance. Benjamin graduated from Montana State in Bozeman in 2014. He has a bachelors in agri business and he is an account executive in Warren Reed's Montana office. Nicole graduated from Boise State in 2019 with a bachelors in psychology. Nicole recently completed her Master's program at Grand Canyon University in Pheonix. Thomas is a property and casualty agent with Warren Reed Insurance.

Thank you, Chief Bryce Cranch and Battalion Chief Steve Prather

Please address any questions or concerns to my office.

Sincerely,


Alan Reed C.I.C., President

Claims Happen

Examples of sizeable losses incurred by POOL

Property Flood Loss: Flash flood happened over a community that included 4 of our members. Incurred loss \$3.32M.	E&O Liability: Built houses on old landfill. Incurred loss \$2.6M
Multiple Locations Due to Winter Storms: Freezing and flooding to multiple members. Incurred loss \$2.44M	E&O Liability (School): Sexual Molestation. Incurred loss \$2.6M
Property Freeze Damage: Building Damage due to freezing. Incurred loss \$1.2M	E&O Liability (School): Violation of ADA. Incurred loss \$2.3M
Property Equipment Fire: Fire to equipment total loss and included business interruption Incurred loss \$1.1M	Police Liability: In custody death. Incurred loss \$2M
Property Water Damage Loss: Faulty valve did not close and caused 500K gallons of water to fill a building. Incurred loss \$1.1M	Policy Liability: Alleged release of DUI motorist that caused fatal accident. current reserve of \$1.7M
Property Building: Building collapsed due to ice and snow. Current reserved at \$991K	Liability: Alleged negligence with connection to flooding of property. Incurred loss \$1.7M
Property Earthquake: Cracks to building allowing waster to enter building. Incurred loss \$687K	Property Water Damage: Frozen waer pipe cause leak. Incurred loss \$415K
Property Fire: Fire to building was a total loss. Current reserved loss is \$616K	Police Liability: Alleged 8th and 14th amendment violation. Incurred loss \$1M
Property Auto: Ambulance caught fire. Incurred loss \$521K	Police Liability: Alleged 4th amendment violation. Incurred loss \$536K

2026-2027
SUMMARY AND
COST QUOTATION



poolpact.com
The Power of the POOL

NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

Prepared For:
Tahoe Douglas Fire Protection District

Presented By:
Warren Reed Insurance

**THANK YOU FOR
YOUR
MEMBERSHIP!**



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Changes within the 2026-2027 Coverage:

1. Property Per Loss Limit Increased to \$500,000,000
2. Equipment Breakdown Limit Increased to \$150,000,000
3. Cyber Liability Changes
 - a. \$1,000,000 Limit/Aggregate Per Member for First- and Third-Party Liability
 - b. \$ 500,000 Sub-Limit for Cyber Crime Coverage
4. Exclusion that is specific to PFAS has been added
5. Definition for Agreed Value has been updated for Clarification
6. Added Requirements for retaining "Salvage" after a loss

Change to the Interlocal Cooperation Agreement:

1. Amended Article 22 to state that a Member giving 120-day Notice of Withdrawal Waives the two-thirds Board vote requirement under Article 23.A

Coverage:

Maintenance Deductible:	\$5,000
-------------------------	---------

	2025	2026	Percent (%) Change
Program Cost Comparison	\$103,687.86	\$115,379.45	11.28%

Key Exposures:

	2025	2026	Percent (%) Change
Payroll	\$11,309,297	\$12,504,388	10.57%
Total Insured Property Values	\$19,051,777	\$23,958,550	25.75%
Auto Count	62	61	-1.61%
Law Enforcement	0	0	0.00%
Employees	94	85	-9.57%
Student ADA	0	0	0.00%
Teachers	0	0	0.00%



Dear POOL Member:

Thank you for your continuing leadership commitment to serving your communities by fulfilling your public service mission. The POOL continues to offer programs, services and support for Members' financial security and collaborating with you in support of your mission.

This Member Coverage Summary reflects the successful negotiations with multiple markets to obtain cost-effective terms, conditions and pricing for approval by the POOL Board on behalf of all Members.

As owners of the POOL, you approved the extensive risk management services, such as POOL/PACT HR services including its training courses and ELearning modules on important HR topics. Enrollment in POOL's ELearning programs include Target Solutions Fire/EMS training, KnowBe4 email security training and more. ELearning continues to reach an increasing number of employees for convenient and cost-effective learning. POOL also maintains an ongoing focus on law enforcement policies and practices targeted jail and road operations with onsite and virtual assessments and sample policies.

We encourage you to discuss the POOL's services with staff and your agent. We regularly update our website and encourage you to visit www.poolpact.com to utilize a growing base of HR and risk management information in the resource libraries. While there, look for the POOL Coverage documents, board and committee agendas and minutes.

Thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2026 – 07/01/2027 Standard Time	Tahoe Douglas Fire Protection District	\$5,000

Property Coverage

Coverage	Limit per Loss	
Property	\$500,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Debris Removal - Mold/ Asbestos	\$100,000
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$150,000,000 per loss
<ul style="list-style-type: none"> • Loss of Income & Extra Expense 	included
<ul style="list-style-type: none"> • Hazardous Substance Coverage 	\$250,000 per loss
<ul style="list-style-type: none"> • Spoilage Coverage 	\$250,000 per loss
<ul style="list-style-type: none"> • Data Restoration 	\$100,000 per loss
<ul style="list-style-type: none"> • Electrical Risk Improvements 	\$10,000
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Ordinance or Law – LEED Building	\$500,000
Agreed Value Vehicles	Per Attachment D, if applicable



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Liability Coverage

The Limits of Liability are as follows:

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i>		
<i>Liability Sublimits:</i>		
• Additional Assured (Lessors) (Section I, item 2)	\$2,000,000	
• Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix))	\$250,000	\$250,000
• Emergency Response to Pollution (Section IV, item 3 (B) (2) (v))	\$1,000,000	\$1,000,000
• Criminal Defense Fees and Costs (Section VI, part C, item 4)	\$50,000	\$50,000
• Defense for Regulatory Agency Actions (Section VI, part C, item 16)	\$50,000	
Sexual Abuse Sublimit (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
<i>Retroactive Date</i>		<i>May 1, 1987 except as shown in Attachment C</i>



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Cyber Risk Coverage:

	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2025 – 07/01/2026 12:01 A.M., Standard Time	Per Attachment A	10%, up to \$25,000 *

CYBER SECURITY RISK COVERAGE		
CYBER SECURITY RISK COVERAGE LIMITS	Limit per Named Assured Per PRIVACY OR SECURITY EVENT	Annual Aggregate Limit Per All Named Assureds
Coverage Limits – First and Third Party	\$1,000,000	\$1,000,000 up to \$15,000,000 aggregate all POOL Members combined
<i>The following sublimits are a part of and not in addition to the Limits of Liability:</i>		
Cyber Crime Coverage	\$500,000	
Retroactive Date	July 1, 2013	

* Applies for failure to timely implement and comply with vulnerability assessment recommendations.



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Environmental Liability Coverage

The Limits of Liability are as follows:

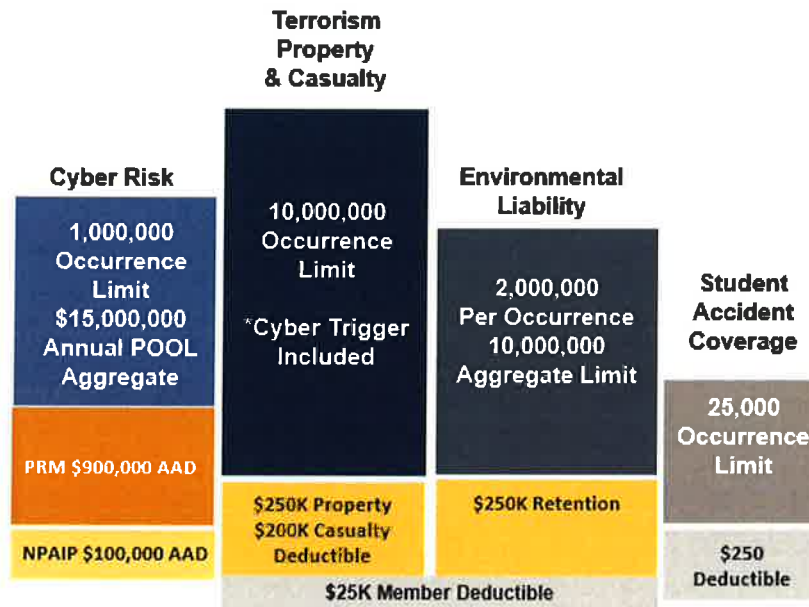
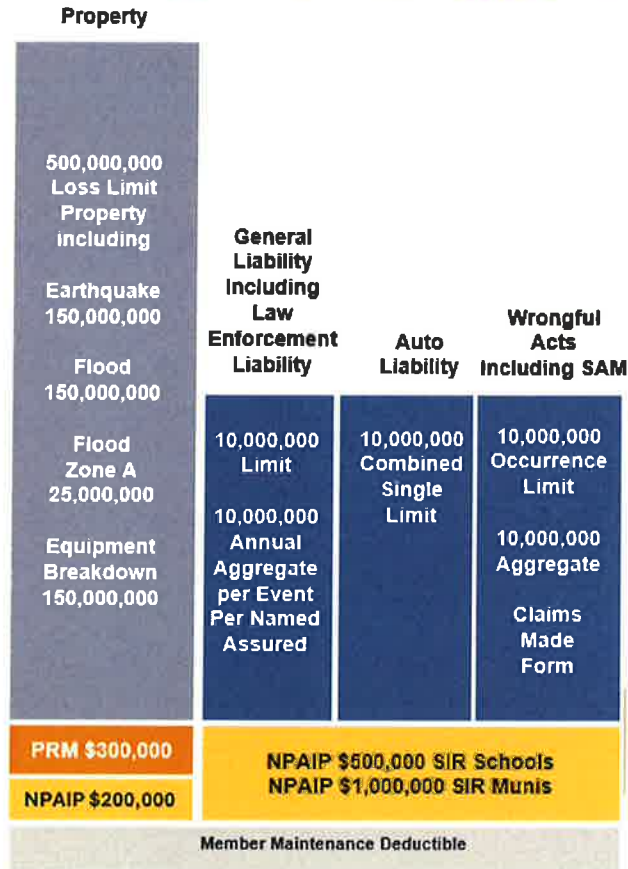
Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000



NPAIP 2026 - 2027 Program Structure



This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2026.



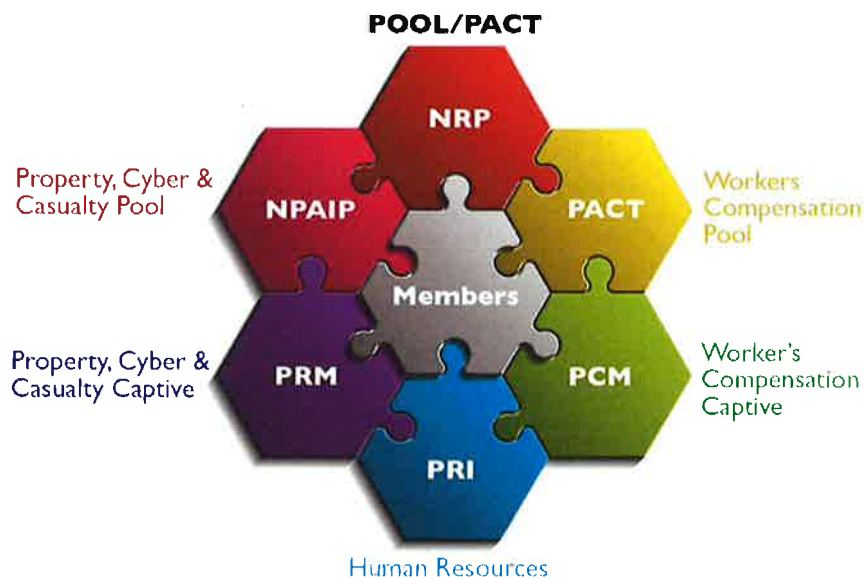
POOL/PACT – HERE FOR YOU

Members Helping Members

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of POOL/PACT because of extensive services, which keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.



POOL Executive Committee

Josh Foli - Chair (Lyon County)
Kim Todd – Director (Eureka County)
Amanda Osborne - Director (Elko County)
Dan Murphy – Vice Chair (Pershing Co.SD)
Weston Noyes – Fiscal Officer (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Curtis Trujillo – Director (Incline Village GID)
Bryce Cranch - Director (Tahoe Douglas FPD)

PACT Executive Committee

Paul Sikora - Chair (Boulder City)
Russell Klein – Vice Chair (Lander CSD)
Amanda Osborne - Trustee (Elko County)
Josh Foli – Fiscal Officer (Lyon County)
Jackie Dunklee – Trustee (North Lale Tahoe FPD)
Alicia Heiser - Trustee (City of Winnemucca)
Joe Westerlund – Trustee (Town of Tonopah)



RISK MANAGEMENT BENEFITS AND SERVICES

POOL/PACT ENTERPRISE RISK MANAGEMENT COMMITTEE

Develops, administers, and supervises Risk Management policy, procedure, and planning • Supports innovative risk reduction and/or mitigation programs • Develops and administers risk control techniques to reduce the frequency and severity of losses

ENTERPRISE RISK MANAGEMENT EXCELLENCE PROGRAM

A voluntary program developed to assist POOL/PACT members achieve operational excellence in the delivery of public service through effective risk management • Develops understanding of Enterprise Risk Management – that risk management efforts of one department have a direct impact, either positive or negative, on the enterprise as a whole

RISK MANAGEMENT GRANT PROGRAM

Educational Grants supporting risk management education and training opportunities • Risk Management Grants for risk management/mitigation projects or acquisitions • Visit www.poolpact.com/risk-grant.asp for more information

ONLINE SAFETY TRAINING

Active Shooter Response • Asbestos Awareness Training • Aversive Interventions • Back Safety in the Workplace • Bloodborne Pathogens Awareness • The Complex Quadriplex of Lifeguard Blindness • Cybersecurity Awareness • Ransomware Awareness • Defensive Driving • FERPA • GHS - Hazard Communication • Heat-Related Illness • HIPAA Privacy Rule • Lock-Out, Tag-Out • Mandatory Child Abuse Reporting Laws • MRSA Awareness for Correctional Employees • MRSA Awareness in Hospitals • Nevada Ethics in Government Law • Office Ergonomics • Open Meeting Law • OSHA – Rights and Responsibilities • Pool Chemical Safety • Slips, Trips, and Falls • Strip Search Training • Students in Transition • Sub-Administrator Training • Surviving an Active Shooter • Teaching Science Safely • Transporting Students with Special Needs • MSDSonline (SDS management)

LAW ENFORCEMENT AND FIRE PROTECTION

Partnership with leading law enforcement experts to provide Best-practice Road and Detention Operation Policies and Procedures • Detention Facility Assessments and Reports • Team Approach to Address Individual Needs Through Network of Subject Matter Experts in Law Enforcement, Jails/Corrections, Public Safety, and Criminal Justice • TargetSolutions Fire and EMS Training Platform • Mental Health – Fit for Retirement Wellness

SWIMMING POOL SAFETY POLICIES, INSPECTIONS, AND TRAINING

Aquatic Facility Assessment and Report • Annual Aquatic Risk Management Seminar • Best-practice Aquatic Facility Policy and Lifeguard Manual Templates

CYBERSECURITY TRAINING AND POLICIES

Onsite Passive Network Assessments (PNA) • Best-practice Data Security Policy Templates • Quarterly Cybersecurity Hot-Topic Webinars • Annual Cybersecurity Summit • KnowB4 Phishing Awareness Campaigns and Training • KnowB4 Cybersecurity Newsletter • Cyber Incident Response Plan Templates • Individualized Data- and Cybersecurity Advice and Support

SCHOOL DISTRICT EMERGENCY OPERATIONS PLANS, TRAINING, AND POLICIES

NRS-required Emergency Operation Plans (EOP) • Annual EOP updates • Emergency Management and Response Training • School Safety Training based on FEMA Guide for High Quality School Emergency Operations Plans • Hazard and Vulnerability Assessments and Reports

SITE SAFETY INSPECTIONS AND TRAINING

Playground & Parks Safety Surveys • Workstation Ergonomic Evaluations • Confined Space Risk Assessments • Facility Surveys • Fire Extinguisher Education • Respirator Fit Testing and Education • CPR/First Aid/AED • Accident Investigation Training • Back Safety and Lifting • Defensive and Distracted Driver Education • Workplace Violence • Personal Protective Equipment • Emergency Preparedness • OSHA Compliance Training • Written Workplace Safety Plan Training • Safety Committee Formation and Operation • Wellness/Health Education and Training

For More Information, Contact:

Marshall Smith, Risk Manager (marshallsmith@poolpact.com) or Jarrod Hickman, Risk Management Specialist (jarrodhickman@poolpact.com); (775) 885-7475; or visit www.poolpact.com.



PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS



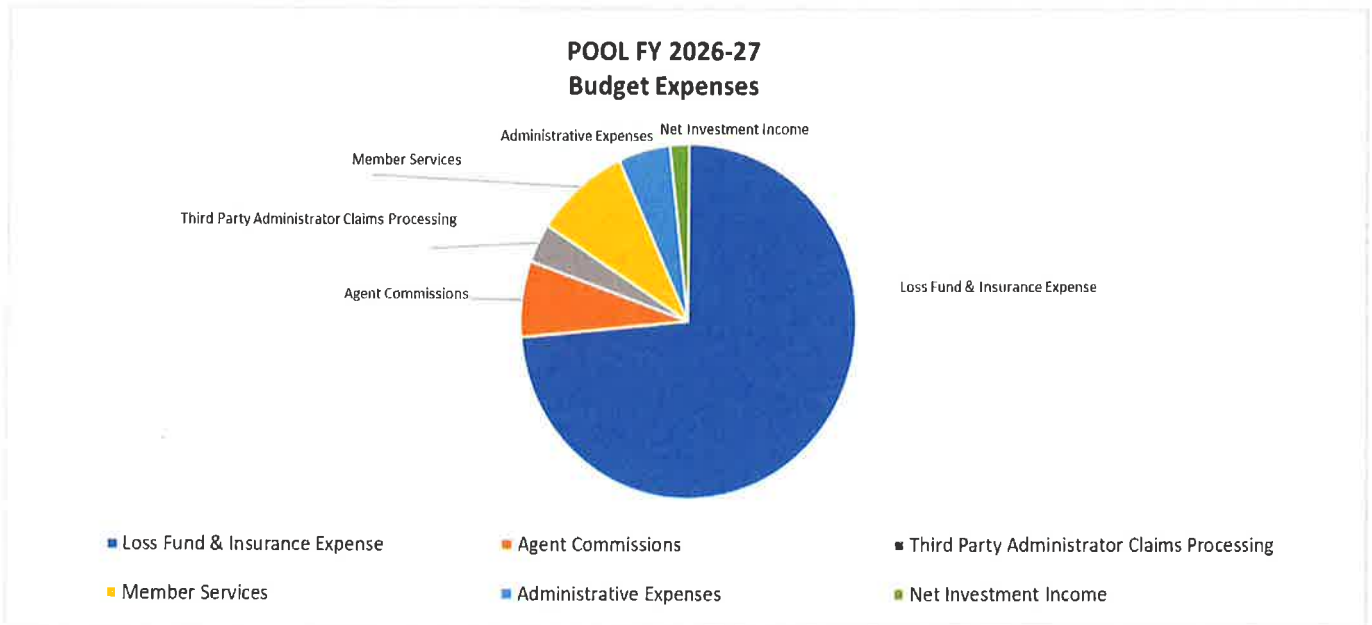
POOL/PACT HUMAN RESOURCES MEMBER SERVICES

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- In-person and virtual instructor-led training courses, workshops, and certificate programs.
- eLearning courses available 24/7.
- Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" to inform members of significant HR-related law or practice changes.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.



POOL 2026-2027 APPROVED BUDGET AND EXPENSES



POOL Budget FY 26-27	Recommended Budget	FY 2026-27	% Allocation
Loss Fund & Insurance Expense	\$ 22,148,029		75.5%
Agent Commissions	\$ 1,974,942		6.7%
Third Party Administrator Claims Processing	\$ 835,280		2.8%
Member Services	\$ 2,668,393		9.1%
Administrative Expenses	\$ 1,524,152		5.2%
Building Cost	\$ 201,753		0.7%
Total Budget	\$ 29,352,549		100.0%



POOL/PACT CONTACTS

Nevada Risk Pooling (NRP) (775) 885-7475

Wayne Carlson, Executive Director, ext 132
waynecarlson@poolpact.com

Alan Kalt, Chief Financial Officer, ext 128
akalt@poolpact.com

Marshall Smith, Risk Manager, ext 104
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Jarrold Hickman, Risk Manager, ext 133
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Mike Van Houten, eLearning Administrator, ext 101
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Stephen Romero, Member Relations Manager, ext 110
stephenromero@poolpact.com

Jennifer Turner, Admin Data Analyst, ext 129
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Beck Freeman, Admin Assistant, ext 125
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Pooling Resources, Inc. (POOL/PACT HR) (775) 887-2240

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Andrea Laughlin, HR Analyst, ext 113
andrealaughlin@poolpact.com

Robin Womack, HR Learning & Development, ext 106
robinwomack@poolpact.com

Davies Claims Solutions

Donna Squires, Claims Manager
(775) 329-1181

Donna.squires@us.davies-group.com

Margaret Malzahn, WC Claims Supervisor
(775) 329-1181

Margaret.malzahn@us.davies-group.com



NPAIP MEMBERSHIP

Counties:

Carson City
Churchill County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Pershing County
Storey County
White Pine County

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Sparks
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Round Mountain
Town of Tonopah

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Fire Districts:

East Fork Fire Protection District
Moapa Valley Fire Protection District
Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
North Lyon County Fire Protection District
Pahranagat Valley Fire District
Tahoe Douglas Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

Central Nevada Health District
Central Nevada Historical Society
Central Nevada Regional Water Authority
Community Chest, Inc
Consolidated Agencies of Human Services
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Lincoln County Regional Development
Mineral County Housing Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Risk Pooling, Inc.
Nevada Rural Housing Authority
Nevada Volunteers
NevadaWorks
Pooling Resources, Inc.
Regional Transportation Commission of Washoe County
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Tourism Convention
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Baker Water and Sewer
Battle Mountain Hospital
Beatty Library District
Beatty Water & Sanitation District
Beatty GID
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Cave Rock Estates GID
Churchill County Mosquito, Vector

Special Districts (continue):

Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
McGill Ruth Sewer and Water
Minden Gardnerville Sanitation District
Moapa Valley Water District
MT Grant General Hospital
Nevada Association of Conservation Districts
Nevada Association of School Boards
Nevada Association of School Superintendents
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tahoe Transportation District
Tonopah Library District
Truckee Meadows Water Reclamation Facility
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
White Pine Television District #1
Zephyr Cove General Improvement District
Zephyr Heights General Improvement District

**THANK YOU
FOR YOUR
MEMBERSHIP!**

2026-2027
SUMMARY OF
INSURANCE

TAHOE DOUGLAS FIRE PROTECTION DISTRICT

Site	Building Number	Description	Address 1	City	State	Zip Code	Construction Year	ISO Construction Class	Total Sq. Ft.	Flood Zone	Number of Stories	Sprinklers	Replacement Cost New	Reproduction Cost	Modeled Contents Value
01 - FIRE STATION #23/ADMIN	01	FIRE STATION #23	193 ELK POINT RD	STATELINE	NV	89449	1975	2 - JOISTED MASONRY	9637	X	2	YES	\$3,745,000	\$0.00	\$374,500
01 - FIRE STATION #23/ADMIN	02	STORAGE SHED	193 ELK POINT RD	STATELINE	NV	89449	1999	3 - NON COMBUSTIBLE	200	X	1	YES	\$18,680	\$0.00	\$1,868
02 - MAINTENANCE SHOP	01	MAINTENANCE SHOP	881 US HWY 50	ZEPHYR COVE	NV	89448	1965	3 - NON COMBUSTIBLE	1152	X	1	NO	\$148,830	\$0.00	\$14,883
03 - FIRE STATION #25	01	FIRE STATION #25	1803 HWY 50	GLENBROOK	NV	89413	1967	2 - JOISTED MASONRY	4000	X	2	YES	\$1,440,000	\$0.00	\$144,000
04 - FIRE STATION #21	01	KINGSBURY FIRE STATION #21	702 HWY 207	STATELINE	NV	89449	2001	2 - JOISTED MASONRY	6692	X	2	YES	\$2,948,000	\$0.00	\$294,800
05 - FIRE STATION #24	01	FIRE STATION #24	875 US HWY 50	ZEPHYR COVE	NV	89448	1990	2 - JOISTED MASONRY	6362	X	2	YES	\$2,431,000	\$0.00	\$243,100
07 - STORAGE FACILITY	01	STORAGE FACILITY	885 DUMP RD	GARDNERVILLE	NV	89410	2013	1 - FRAME/COMBUSTIBLE	783		1		\$118,850	\$0.00	\$11,885
08 - STATION 22	01	STATION 22, ZEPHYR COVE	205 KINGSBURY GRADE RD	ZEPHYR COVE	NV	89448	1985	4 - MASONRY NON COMBUSTIBLE	6174	X	2	NO	\$2,454,000	\$0.00	\$245,400
09 - LEASED OFFICE	1	LEASED OFFICE	310 DORLA CT, STE 212	ZEPHYR COVE	NV	89448	1990	1 - FRAME/COMBUSTIBLE	500		2	YES	\$0	\$0.00	\$0
10 - SHORELINE CREW	01	LEASED BUILDING	885 US HWY 50	ZEPHYR COVE	NV	89015	1954	2 - JOISTED MASONRY	4518		2	NO	\$0	\$0.00	\$0
													\$13,304,360	\$0	\$1,350,436

Tahoe Douglas Fire Department

Year	Make	Model	Serial #	Use/Dept.	Value
2023	Boatmaster	Boat Trailer	42XBK3533PB117690		\$ 20,000
2006	Honda	Jet Ski	USHPSB0230H506		\$ 10,000
2006	Honda	Jet Ski	USHPSB0229H506		\$ 10,000
2006	Shorelander	Jet Ski Trailer	1MDKNKK127A362317		\$ 2,000
2006	Vermeer	Woodchipper	1VRY1119381007563		\$ 25,000
2008	Vermeer	Woodchipper	#9984		\$ 25,000
				TOTAL	\$ 92,000
MISCELLANEOUS					
				TOTAL Schedule and Misc.	\$ 92,000

Veh. #	Year	Make	Model	VIN #	Use/Dept.	GWV (Trucks) / # Pass. (Buses)		Class	Cost New	Agreed Value	Valuation
1	2017	Ferrara	INFERNO FIRE ENGINE	1F9604920HH140507				7909		\$400,000	Agreed
2	2006	Ferrara	INFERNO FIRE ENGINE	1F95147256H140365				7909		\$200,000	Agreed
3	2006	Ferrara	INFERNO FIRE ENGINE	1F95147276H140366	Rebuilt			7909		\$650,000	Agreed
4	2010	Ferrara	FIRE ENGINE	1F9504721AH140813				7909		\$350,000	Agreed
5	2012	Navistar International	FIRE ENGINE	1HTWEAZRXDJ114061				7909		\$280,000	Agreed
7	2004	Seagrave	LADDER TRUCK	1F9F838T03CST2155				7909		\$300,000	Agreed
8	2018	Ford	F350 Ambulance	1FDRF3HT2JEC68361	R24			7919		\$100,000	Agreed
9	2017	Ford	F350 Ambulance	1FDRF3HT0HEE50666				7919		\$100,000	Agreed
10	2012	Ford	F350 Ambulance	1FDRF3HT2BEC12471				7919		\$50,000	Agreed
11	2019	Ford	F350 Ambulance	1FDRF3HT0KEG09662				7919		\$175,000	Agreed
12	2000	Ford	F350	3FTSF31S4YMA61613	Patrol 23			1499			N/A
13	2002	Ford	F350 PICKUP	1FTSF31S52EB98170	Patrol 21			1499			N/A
14	2008	Ford	F350 TRUCK	1FTWF31Y08ED04751	Patrol 25			1499			N/A
15	2010	Ford	F350 4X4 CREW CAB	1FTWW3BRXAEA14532	P211/K9			1499	\$30,000		Market
16	2012	GMC	2500 PICKUP	1GT220CG6CZ301125	B205			1499	\$35,000		Market
17	2012	GMC	2500 PICKUP	1GT220CG5CZ95995	B207			1499	\$35,000		Market
18	2015	GMC	Sierra Pickup	1GT12XEGFF637410	B204			1499	\$35,000		Market
19	2015	GMC	Sierra Pickup	1GT22XEGXFZ542566	BAT			1499	\$35,000		Market
20	2016	Ford	Escape	1FMCU9G98GUC28627				7398	\$27,500		Market
21	2020	Chevrolet	SILVERADO	1GC5YLE73LF231630	C201			1499	\$35,000		Market
22	2020	Ford	Escape	1FMCU9G68LUB43917				7398	\$27,000		Market
23	2020	Ford	Escape	1FMCU9G6XLAB43918				7398	\$27,000		Market
24	2020	Dodge	Ram 5500	3C7WRNBL1LG120008	Mech 20			1499	\$130,000		Market
25	2017	Chevrolet	Tahoe	1GNSKFKC8HR232714	C202			1499	\$35,000		Market
26	2020	Chevrolet	Tahoe	1GNSKFEC9LR278024	C200			1499	\$35,000		Market
27	2009	Spartan	BOMB SQUAD VEHICLE	4S7CT2D919C070349				31499		\$100,000	Agreed
28	2008	Ford	Bomb Vehicle	1FDWF37R38EB43971				21499	\$30,000		Market
29	2003	Chevrolet	SILVERADO 1500 PICKUP	1GCEK19V63E223235	DEI			1499			N/A
30	2016	GMC	Sierra Pickup	1GTV2LEH3GZ322802	Div Chief			1499	\$35,000		Market
31	2010	Ford	Flat Bed	1FDWF3HR7AEB38177				21499	\$15,000		Market
32	2008	Ford	F350 4X4 CREW CAB	1FTWW31Y88EE46071				1499	\$40,052		Market
33	2008	Ford	F350 4X4 CREW CAB	1FTWW31Y88EE46072				1499	\$40,052		Market
34	2008	Ford	F350 4X4 CREW CAB	1FTWW31YX9EA61786				1499	\$41,867		Market
35	2009	Ford	F350	1FD5X35Y89FA72631	SUPT 1			1499	\$43,639		Market
36	2011	Ford	F550	1FDOX5HY6BEB75888	CT			1499	\$33,500		Market
37	2019	Ford	F550 with Crew Compartment	1FDUF5HT5KDA06430	Buggies			21499		\$160,000	Agreed
38	2019	Ford	F550 with Crew Compartment	1FDUF5HT9KDA06431	Buggies			21499		\$160,000	Agreed
39	2019	Ford	F550 with Crew Compartment	1FDUF5HT9KDA06429	Buggies			21499		\$160,000	Agreed
40	2020	Ford	F350	1FD8W3BT5LED39026	SUPT 20			1499	\$56,000		Market
41	2021	Dodge	Ram Pickup	3C7WR9CL5MG577945	21			1499	\$67,400		Market
42	2021	Dodge	Ram Pickup	3C7WR9CL7MG577946	21			1499	\$67,400		Market
43	2021	Dodge	Ram Pickup	3C7WR9CL3MG541252	21			1499	\$67,400		Market
44	2021	Dodge	Ram 5500	3C7WRNFL4MG683629	FLAT			1499	\$69,000		Market
45	2022	Dodge	2500	3C6UR5DL6NG202439	BC MM			1499	\$60,000		Market
46	2021	Dodge	5500	3C7WRNBL3MG683675	Mech			1499	\$130,000		Market
47	2022	Dodge	3500/Dually	3C7WRTCLXNG280054	22			1499	\$85,000		Market
48	2022	Dodge	3500	3C7WR9CL7NG314504	22			1499	\$85,000		Market
49	2022	Dodge	3500	3C7WR9CL9NG314505	22			1499	\$85,000		Market
50	2021	Dodge	5500	3C7WRNELXMG626210	B25			1499		\$250,000	Agreed
52	2022	Dodge	5500	3C7WRNEL9PG570507	B24			7909		\$250,000	Agreed
53	2019	International	LT625 6x4	3HSDZAPR6KN634397	Semi			7909	\$100,000		Market

54	2021	Big Tex	Gooseneck Trailer	18V3F3824N4126207	T22		68499	\$19,780		Market
55	2002	Featherlight	24' TRAILER	4FGL024282C050533			68499	\$20,000		Market
56	2013	Nabco	BOMB SQUAD TRAILER	1K9FA1123CS188249			68499	\$318,000		Market
57	2022	Vermac	PCMS-38-12 Message Board Trailer	1V9US2119MH223739			68499	\$16,200		Market
58	2022	Dodge	3500/Dually	3C7WRTCL6NG280053	22		1499		\$97,800	Agreed
59	2022	Kaiser	Spider Excavator	500451			MISC		\$800,000	Agreed
60	2021	Caterpillar	Skidsteer	CAT0299DTLB301300			MISC		\$300,000	Agreed
61	2022	Lake Assault	Fire Boat	LALMF166E323			MISC		\$800,000	Agreed
62	2023	Cozad	SpiderTrailer	1C9CGG32XRS772029			68499	\$157,032		Market
63	2023	Freightliner	Model 24 TYPE III Engine	1FVDCYFE0RKVC7741			7909		\$800,000	Agreed
64	2025	Interstate	LoadRunner Dump	4RADU1228SK100121	WFF		68499	\$10,450		Market
65	2024	Ram	4500 Ambulance	3C7WRLBL6RG396214			7919	\$358,000	\$475,000	Agreed
66	2025	GMC	Sierra 3500HD	1GT4UTEY2SF317428	C203		21499	\$114,000		Market
67	2025	GMC	Sierra 3500HD	1GT4UTEY2SF317512	C203		21499	\$114,000		Market
								\$2,765,272	\$6,357,800	
								x .75		
								\$2,073,954.00		
							TOTAL	\$8,431,754		



Collective Bargaining Agreement
Between
Tahoe Douglas Fire Protection District
And
Tahoe Douglas Professional Firefighters Local 2441
Wildland Unit
For the Period
June 28, 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, hereinafter referred to as the WILDLAND UNIT.

It is the purpose of the Agreement to achieve and maintain harmonious relations between the EMPLOYER and the UNION, 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 June 28, 2026 through June 30, 2028.

TAHOE DOUGLAS FIRE PROTECTION DISTRICT	TAHOE DOUGLAS FIREFIGHTERS LOCAL 2441
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Print Name	Signature					
Print Name	Signature					

_____/_____
Print Name Signature Print Name Signature

Witnessed the _____ day of _____ 2026.

By: _____
Print Name Signature

By: _____
Print Name Signature

TABLE OF CONTENTS

Preamble	2
DIVISION I-LEGAL	
Article 1-Recognition	6
Article 2-Duration of Agreement	6
Article 3-Savings Clause	7
Article 4-Management Rights	7
Article 5-Employee Rights	8
Article 6-Strikes and Lockouts	9
Article 7-Non-Discrimination	9
Article 8-Grievance Procedure	9
Article 9-Disciplinary Procedure	11
Article 10-Reduction in Force	13
DIVISION II-BENEFITS	
Article 1-Liability Insurance	14
Article 2-Group Insurance	14
Article 3-Seniority List	18
Article 4-Vacancies and Promotions	19
Article 5-Retirement	20
DIVISION III-CONDITIONS	
Article 1-Occupational Safety and Health	20
Article 2-Hours	21
Article 3-Safety Staffing	21
Article 4-Taskbook Qualified Actors	22
Article 5-Bulletin Boards	23
DIVISION IV-LEAVE	
Article 1-Court Leave	23
Article 2-Holiday	24
Article 3-Leave of Absence	24
Article 4-On the Job Injury and/or In the Line of Duty	27
Article 5-Shift Trading	29
Article 6-Sick Leave	29
Article 7-Union Business	30
Article 8-Vacation	32
Article 9-Compensatory Overtime	33
Article 10-Return to Work Following and Extended Absence	34

DIVISION V-WAGES AND OTHER MONEY ITEMS	
Article 1-Longevity	35
Article 2-Mileage Allowance	36
Article 3-Regular Overtime and Emergency Overtime	36
Article 4-Payroll Deduction of Dues	37
Article 5-Special Skills Incentive	37
Article 6-Tahoe Basin Living Incentive	37
Article 7-Uniform Allowance	38
Article 8-Working Out of Classification	38
Article 9-Educational Incentive	39
Article 10-Seminars and Training Programs	40
Article 11-Salary	41
APPENDIX A – Wage Scale	43
APPENDIX B – Employee Development and Performance Program	44
APPENDIX C – Counseling Notice	66
APPENDIX D – Disciplinary Action Form	68
APPENDIX E – Drug and Alcohol Policy	70
APPENDIX F – Reasonable Suspicion Observation Form	83

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 include all Full Time Wildland Personnel:

- Crewmember / Firefighter
- Defensible Space Inspector
- Engineer / Squad Leader
- Engineer / Squad Leader / Equipment Operator
- Captain / Foreman
- Captain / Foreman / Mechanic

Any new job classifications within these divisions will be negotiated.

An Employee will be considered as a probationary Employee until he/she has completed one (1) year of employment. The one (1) year period shall begin upon assignment to a permanent position. A first year probationary Employee may be terminated at the discretion of the Employer, and such termination shall not be subject to the grievance and arbitration provisions of Division 1, Article 8.

ARTICLE 2
DURATION OF AGREEMENT

SECTION 1 - Duration of agreement

The effective date of this two-year contract is June 28, 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.

SECTION 2: Financial Reopener

A. General Intent The District and the Union recognize that the Wildland Firefighter program is funded via a Special Revenue Fund supported by a voter-approved ad valorem tax override, as well as variable contract and project revenues. To ensure the fiscal sustainability of the District, the multi-year wage increases outlined in this Agreement are contingent upon fiscal stability.

B. Reopener Trigger Notwithstanding the multi-year duration of this Agreement, either party may reopen Division V (Wages and other Money Items) for negotiation upon thirty (30) days'

written notice if:

- The 'audited' ending fund balance of the Firesafe Community Fund falls below **8.3%** of total annual expenditures for that fund in any given fiscal year; or
- There is a reduction of five percent (5%) or greater in audited revenue compared to the previous fiscal year's audited revenue

C. Scope of Bargaining Negotiations opened under this Article shall be limited to Division V (Wages and other Money Items). All other provisions of this Agreement shall remain in full force and effect.

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 Union to discuss its views relative to the administration of the agreement. Further discussions may take place upon request by the Union. 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 Union 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 Union 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 Union 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 Union 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 borne 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:

	2026 contribution
EMPLOYEE	\$4400.00
FAMILY	\$8750.00

Employer HSA contributions shall be funded at the applicable IRS annual maximum.

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.

SECTION 5 - Annual Physicals

Employer agrees to provide an annual physical to all Wildland Personnel.

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 time as a seasonal employee 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

All Engineer/Squad Leader and Captain/Foreman vacancies and 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.

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) The District intends to facilitate Engineer and Captain academies prior to the promotional test being administered.

SECTION 3 – Competitive Test

- a) A promotional list for the rank of Engineer/Squad Leader and Captain/Foreman shall be created through transparent and competitive testing. List shall be valid for two (2) years or until the list is exhausted.
- b) All results of exams given in-house will be posted within five (5) working days and will be kept confidential by the test proctors until they are posted.
- c) All applicants will be notified of their final score and their relative standing. The period of eligibility of the promotional list shall be for two (2) years, at which time all applicants must re-exam and re-establish their eligibility.
- d) An Employee shall serve a minimum probationary period of twelve (12) months. If, during that period, the Employee fails to satisfactorily perform the duties of the new position, they will be permitted to return to their original position without loss of seniority in their prior rank.
- e) Engineer/Squad Leader and Captain/Foreman promotional exams will be given no less than every two (2) years unless mutually agreed upon by both parties.
- f) Any promotional exam 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/Special Operations 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.

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 comprising 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 the Union agree to adhere to and follow the Drug and Alcohol-Free Workplace Policy as amended.

The District and the Union 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- Work Hours

Start time, end time, and days off will vary by the needs of the Wildland division and the work to be performed. The Wildland personnel may be called off from a normal workday if weather conditions are not conducive for the planned project. The crew works a variable work day which is usually 10 hours a day, 4 days a week. Wildland personnel are responsible for monitoring their weekly time sheets in UKG.

SECTION 2- Wildland Fire Assignments

Wildland personnel on a handcrew assigned to a wildland fire shall be paid for actual hours assigned to fire duties. Time spent not assigned to fire duties, i.e. in camp or sleeping, will be paid one hour for every four hours spent not assigned. Crew Members are expected to maintain accountability and professional demeanor at all times. If paid rest and recuperation is authorized while on an incident, Wildland personnel shall follow all Tahoe Douglas Fire Protection District policies and procedures while on rest and recuperation. Time not on paid rest and recuperation shall be treated as camp time and paid as such. Due to the span of control, a captain acting as crew superintendent / battalion chief will receive portal to portal for the entire duration of assignment in the absence of crew superintendent / battalion chief.

ARTICLE 3 STAFFING

SECTION 1- Safety Staffing

- The Fire Chief or designee shall designate whether an apparatus is in-service and its classification. For the purposes of this Article, in-service is defined as a unit to which personnel are assigned. This article applies to out of district assignments when FF/Crewmember positions are staffed with either full time personal and/or seasonal employees and the Wildland Unit is fully staffed.
- During all out-of district engine assignments, all personnel assigned to the engine for that rotation shall be required to staff their designated seats. Type 5 Brush Engines shall be staffed with a minimum of two (2) and up to three (3) Crewmembers, one (1) Engineer/Squad Boss, and one (1) Captain/Foreman. Type 3 Engines shall be staffed with two (2) Crewmembers, one (1) Engineer/Squad Boss, and one (1) Captain/Foreman.
- If an assigned individual is unable to staff their designated position, the vacant seat shall be filled by a crew member of equivalent qualification or by a qualified individual capable of acting up to the required position (e.g., Crewmember acting as Engineer/Squad Boss Trainee). Only when no qualified or acting personnel are available shall upper-level leadership be utilized to fill vacant positions in order to meet the engine request order for the assignment.

- Additionally, at any time an eligible Engine Boss is unavailable to staff their assigned position, they shall promptly notify leadership to ensure completion of the engine request.

SECTION 2- Opportunities for Special Event Staffing

Opportunities for qualified wildland firefighters to fill Special Events may be allowed with the approval of the Fire Chief or their designee, based on operational needs and individual qualifications. The Employer will not be allowed to mandate that any wildland firefighter fill a Special Event. Such staffing shall be entirely voluntary for the employee. The Employer is not obligated to offer, nor is this a subject for, collective bargaining regarding the creation, elimination, or specific terms and conditions of these ad-hoc Special Event staffing opportunities beyond the framework established in this Article. Approval/denial of voluntary requests are not grievable.

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.

ARTICLE 4 TASKBOOK QUALIFIED ACTORS

SECTION 1 – Purpose

The objective is to provide personnel with a structured opportunity to gain hands-on experience in a role above their current rank and assist in distributing the overtime burden. This supports career development while ensuring operational safety through a controlled vetting and evaluation process.

SECTION 2 – Eligibility Requirements

A. Engineer/Squad Leader Role

To qualify as a Task book Qualified Actor for the engineer role, an employee must meet the following criteria:

1. A minimum of one (1) season as a Crewmember with the District and/or a minimum of three (3) seasons of wildland experience with an outside agency.
2. Not currently on probation for disciplinary reasons.
3. Qualified as a NWCG Firefighter Type I
4. Have the Tahoe Douglas Wildland Engine Operator Task Book initiated.

B. Captain/Foreman Role

To qualify as a Task book Qualified Actor for the Captain role, an employee must meet the following criteria:

1. A minimum of two (2) years as a full-time Crewmember/Seasonal Crewmember and/or Engineer/Squad Leader and/or a minimum of four (4) seasons of wildland experience with outside agencies.
2. Not currently on probation for disciplinary actions.
3. Have successfully completed the Tahoe Douglas Wildland Engine Operator Task Book.
4. Have the NWCG Crew Boss or Engine Boss Task Book completed.

SECTION 3 – Overtime Eligibility

Once certified as a Task book Qualified Actor, the employee will be eligible to fill overtime shifts in the corresponding higher rank. Shifts will be offered in the following order:

- A. Personnel who currently hold the rank of the vacancy.
- B. Personnel on the promotional list who have passed the competitive testing process for the rank of the vacancy.
- C. Task book Qualified Actors who meet the criteria.

If no eligible personnel are available and a forced overtime shift becomes necessary, the forced overtime will revert to the rank of origin.

ARTICLE 5 BULLETIN BOARDS

The Employer agrees to furnish and maintain space for suitable bulletin boards as presently provided in each station to be used by the Union. These bulletin boards will be for posting bulletins.

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

Forty (40) hour employees will follow district 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 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

Wildland personnel that wish to trade a shift with other personnel on a different schedule must make an effort to locate a replacement with the same skill set. The trade must be written on the Crew Calendar, indicating consent by both the parties, and then discussed with the Battalion Chief / Superintendent or designee. Shift trades will occur in the same work week and shall not result in overtime for either employee.

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 1,440 for the forty (40) hour Employee.

- 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 5 - 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 6 - Sick Leave Incentive

The Employer agrees to pay each Employee Sick Leave Incentive Pay as follows:

- a) 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.
- b) When 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, or their heirs, shall be paid according to the schedule below:

- a) 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 7 - 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.

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 waive 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

Vacation is accrued biweekly (at the close of the pay period) starting on the employee’s hire date.

Forty (40) Hour Employees:

YEARS OF SERVICE	HOURS
More than 1 year Less than 3 years	80
More than 3 years Less than 5 years	120
More than 5 years Less than 8 years	160
More than 8 years Less than 11 years	200
More than 11 years	240

SECTION 2 – Vacation Carry Over

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

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 six months of employment

During the first six months of employment of any Employee, vacation shall accrue but no vacation may be taken during this period unless approved by Battalion Chief.

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:

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 the on-duty Battalion Chief / Superintendent 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:

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:
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 the on-duty Battalion Chief / Superintendent 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

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 wildland 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 to follow all applicable procedures set forth in this policy. Every employee is ultimately responsible for being fit for duty.

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 Battalion Chief 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 appropriate BC with the scheduled evaluation date. The evaluators will consist of the BC and a company officer (unless the employee is a company 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 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 Employees of the bargaining unit 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
- **Hourly Rate:** Shall include the following:
 - Base Rate
 - All incentives below:
 - Special skills incentive
 - Tahoe Basin living incentive
 - Uniform Incentive
 - Educational Incentive
- **Regular Rate:** Shall include the following:
 - Hourly Rate
 - De-annualized longevity when applicable (Division V, Article 1, Section 2)

- o Out of Class

- **Overtime Rate:** One and one-half times the Regular Rate

SECTION 2 – Hold over

When an Employee is held over beyond their normally assigned shift, they shall receive compensation for no less than a quarter (1/4) of an hour.

SECTION 3 – Emergency Duty

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

SECTION 4 – Minimum Pay

Wildland personnel that are called to respond to an incident on days/hours off will receive a minimum two (2) hours pay. To receive this compensation, the Wildland personnel must have confirmed their response with the Battalion Chief / Superintendent or designee, and be en route to the facility. If canceled, the Wildland personnel will receive the minimum of two (2) hours pay.

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) Wildland personnel positions who maintain Nevada EMT-Basic, AEMT, or Paramedic certification, shall receive an incentive pay of three percent (3%) EMT-Basic, six percent (6%) AEMT, nine percent (9%) Paramedic of base salary.

ARTICLE 6

TAHOE BASIN LIVING INCENTIVE

To encourage District Employees to live within the Tahoe Basin snow closure boundaries there will be a monthly 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.

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 wildland firefighting

SECTION 2 – Uniform Allowance

The Employer shall pay each Wildland personnel one- and one-half percent (1.5%) of base salary for upkeep and maintenance of said uniforms.

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

SECTION 1- Acting Battalion Chief / Superintendent

Whenever any Wildland Personnel works a minimum of ten (10) hours in a day as an Acting Battalion Chief / Superintendent, 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.

SECTION 2 – Acting Captain/Foreman

Whenever any Wildland Personnel who works a minimum of ten (10) hours in a day as an Acting Captain/Foreman, 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.

SECTION 3 – Acting Engineer/Squad Leader

Whenever any Wildland Crewmember works a minimum of ten (10) hours in a day as an Acting Engineer/Squad Leader, 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.

ARTICLE 9 EDUCATIONAL INCENTIVE

The maximum education compensation paid to Employees in any case is nine percent (9%) of their base pay.

SECTION 1 – Certificate of Achievement

Any employee who has achieved any of these certifications (to include completed task book and qualification to function at full capacity) shall receive an additional one percent (1%) of their base hourly rate for each certification held.

- National Wildfire Coordinating Group (NWCG) Division Supervisor
- IC4
- RXB2
- Task Force Leader or Strike Team Leader
- Fire Officer II or National Fire Academy Manager Officer (MO)
- Firing Boss
- Section Chief for Finance, Planning, Logistics

SECTION 2 – Associate’s Degree

Employees who have achieved an Associate’s Degree from an accredited college applicable to wildland operations and applied for and approved by the Fire Chief shall receive an additional three percent (3%) of their base salary.

SECTION 3 – Bachelor’s Degree

Employees who have achieved a Bachelor’s Degree from an accredited college applicable to wildland operations and applied for and approved by the Fire Chief shall receive an additional five percent (5%) of their base salary.

SECTION 4 – Incentive Pay Maintenance

Annual maintenance of the degree incentives shall require a total of thirty two (32) hours of approved educational courses and /or training. Educational courses / training may be Fire Service or Management oriented but must receive prior approval by the Fire Chief or designee.

Each Employee will be personally responsible for maintaining their educational incentive

eligibility obligation at their own expense. Approved classes taken while on duty shall apply toward annual maintenance. The Employer will make every effort to get on duty personnel to classes given within the District. Staffing levels will be a priority as determined by the duty chief when determining which Employee(s) may attend these classes.

SECTION 5 – Proof of Education

Employees wishing to be compensated in the month they successfully acquire a certificate or degree must submit a letter of intent prior to the budget year in which they will qualify in. Intent must be filed before May 31st of the preceding budget year, or compensation will not occur until the following budget year.

SECTION 6 – Incentive Lapses

When an individual fails to submit certificates for annual educational incentive maintenance (each June 30) such incentive pay shall cease. Individuals who allow their incentives to lapse will be required to make up all annual courses or seminars from the point of lapse before achieving reinstatement of incentive pay.

ARTICLE 10 SEMINARS AND TRAINING PROGRAMS

This Article does not circumvent any administrative policies related to seminars, training and travel that must be complied with.

Subject to adequate funding and approval, employees will be reimbursed for seminars and training programs up to seven hundred and fifty (\$750) pursuant to the following:

- A. To be eligible for reimbursement, the seminar or training program must be approved fourteen (14) days in advance by the Battalion Chief / Superintendent or their designee. If the training request is submitted less than fourteen (14) days in advance, the Fire Chief or their designee has the authority to approve the training reimbursement request.
- B. The seminar or training program must be directly related to improving the employee's proficiency in performing the assigned duties of their current position; or otherwise directly related to the employee's career advancement within the District.
- C. The employee shall, prior to enrollment in any seminar or training program for which reimbursement is sought, provide information to the Battalion Chief / Superintendent. The information shall include location of the course or seminar; together with reasonable information as may be required by the Battalion Chief / Superintendent.
 1. Only full-time employees, who have completed their initial probation with the Fire District, shall be eligible for reimbursement.
 2. Unless approved otherwise by the Fire Chief, or his designee, such seminars or training programs shall be taken care of on the employee's own time.

3. No employee shall be reimbursed for more than seven hundred and fifty (\$750) per fiscal year for costs incurred within that fiscal year, unless otherwise approved by the Fire Chief, or his designee.
- D. Reimbursable expenses shall include the following: any fees for seminars or training programs, reasonable costs for required course materials, lodging, meals, and transportation. The employee shall pay all the above costs in advance. Upon completion of the seminar the employee shall submit proof of satisfactory completion or other evidence of attendance and detailed receipts of all costs incurred. Upon approval of the Fire Chief, the employee shall be reimbursed for costs up to seven hundred and fifty (\$750) dollars, unless otherwise approved by the Fire Chief or his designee. Meals and lodging will be reimbursed at current GSA rates.
 - E. Costs for classes or training that are required to maintain an employee's current job classification will not be counted toward the seven hundred and fifty dollar (\$750) annual allotment.
 - F. All new hire employees will be required to receive no less than forty (40) hours of training related to all applicable job functions of that employee's classification prior to being made eligible to respond to incidents.

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. Wildland personnel will be paid at these rates as long as they maintain all state requirements and remain state certified.

SECTION 2 – Pay Period

Pay periods will be biweekly ending on Saturday at 0000 hours. Payday will be on the second Friday following the close of the pay period.

SECTION 3 – 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 4 – Pay Adjustments

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

SECTION 5– 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 6 - Wages

For the first fiscal year covered in this agreement (2026/2027), salaries shall increase by five percent (5%). For the second fiscal year (2027/2028) salaries will increase a total of three percent (3%).

**APPENDIX A
WAGE SCALE**

Any increases in NVPERS contributions will be shared as per policy.

Effective June 28, 2026– Employees base compensation will increase 5%					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Fulltime Crewmember	\$43,680	\$45,864	\$48,157	\$50,565	\$53,093
Defensible Space Inspector	\$51,324	\$53,890	\$56,585	\$59,414	\$62,385
Engineer / Squad Leader	\$56,238	\$59,050	\$62,002	\$65,103	\$68,358
Engineer/ Squad Leader / Equipment Operator	\$60,737	\$63,774	\$66,963	\$70,311	\$73,826
Captain / Foreman	\$68,318	\$71,734	\$75,321	\$79,087	\$83,041
Captain / Foreman / Mechanic	\$70,949	\$74,497	\$78,222	\$82,133	\$86,239
Effective June 27, 2027– Employees base compensation will increase 3%					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Fulltime Crewmember	\$45,864	\$48,157	\$50,565	\$53,093	\$55,748
Defensible Space Inspector	\$52,864	\$55,507	\$58,282	\$61,196	\$64,256
Engineer / Squad Leader	\$57,925	\$60,821	\$63,862	\$67,056	\$70,408
Engineer/ Squad Leader / Equipment Operator	\$62,559	\$65,687	\$68,971	\$72,420	\$76,041
Captain / Foreman	\$70,368	\$73,886	\$77,580	\$81,460	\$85,532
Captain / Foreman / Mechanic	\$73,078	\$76,732	\$80,568	\$84,597	\$88,826

APPENDIX B

TAHOE DOUGLAS FIRE PROTECTION DISTRICT EMPLOYEE DEVELOPMENT And PERFORMANCE PROGRAM

THEORY OF EMPLOYEE DEVELOPMENT and PERFORMANCE PROGRAM

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

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

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

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

Employees contribute to informal resolution by:

- Taking responsibility for the elimination of problems.
- Acknowledging that the willful failure to take responsibility may result in discipline.

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

It is the underlying theory of the EDPP that when supervisors and employees work

together, most problems can be resolved informally without having to resort to formal disciplinary measures. Thus, EDPP consists of two parts, involving informal and formal processes.

EMPLOYEE DEVELOPMENT AND PERFORMANCE PROGRAM IS A TWO PART PROCESS

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

- Increase motivation and development.

- Prevent problems from developing.
- Ensure responsibility is not ignored.
- Discover mutually acceptable solutions to problems that do arise.

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

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

WHAT IS A PROBLEM?

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

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

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

Insubordination

- Challenge, criticism, or obstruction that intentionally interferes with management efforts.
- Willful failure to do an assigned job or obey an order without just/communicable cause.

Alcohol or controlled substances

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

Fighting

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

Threatening or striking another person

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

Dishonesty

- Falsifying personnel documents.
- Falsification of TDFPD records or incident reports.
- Lying.

Theft

- Engaging or conspiring in the theft of TDFPD property or supplies.
- Theft of the personal property of others.

Misconduct

- Indulging in boisterous conduct or obscene language in public view while on duty.
- Engaging in illegal activities, on duty or off duty.
- Inappropriate comments or slurs that may be deemed discriminatory or that create a hostile work environment.
- Violation of negotiated and approved District Policies, Rules and Regulations, or engaging in other activities disapproved by the District as stated in writing and agreed to by the Union.
- Gross misconduct in the workplace refers to behavior so severe it fundamentally breaches the trust between an employer and employee.

ATTENDANCE: Attendance relates not only to the ability of a person to arrive at work at the start of their scheduled shift, but also to being present at assigned locations throughout the shift. Examples of attendance problems include:

Tardiness

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

Absenteeism

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

Abandonment

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

PERFORMANCE: Performance refers to a person's ability to do satisfactory and competent work. Failure to follow established policies or rules and failure to meet performance standards are among the most common problems associated with performance. The former is within the power of a person to control, and may, therefore, logically result in discipline. However, the need for increased training should be considered in making any disciplinary decision concerning the employee's inability to perform to acceptable standards. Examples of performance problems include:

Appearance

- Failure to wear approved uniforms on duty.
- Wearing uniforms beyond their acceptable appearance.
- Failure to maintain a professional image on duty.
- Failure to maintain appearance within the guidelines of the TDFPD Personnel Policies.

Safety

- Engaging in acts which expose any person to potential injury outside job-related hazards.
- Failure to use safety equipment provided by the TDFPD where appropriate.
- Failure to follow safety guidelines as prescribed by the TDFPD SOGs, Rules and Regulations, and Administrative Directives.

Performance of Duties

- Poor performance of routine and/or emergency duties or assignments.
- Poor performance while in a training or evaluation setting.
- Fails or is intentionally slow in reporting for emergency or non-emergency duties and functions.
- Intentionally fails to follow direction given by a supervisor or instructor.

COMPLEX PROBLEMS

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

WHICH PROCESS DO I USE?

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

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

INFORMATION GATHERING

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

- Alert the employee of his or her Union right to representation.
- Ask as many questions as needed to get the whole picture.
- Talk to co-workers, regardless of rank, employees on other shifts, or anyone else with knowledge about the incident.
- Make a personal observation of any physical items involved.
- Listen attentively to what all parties have to say.
- Keep an open mind.

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

THE INFORMAL PROCESS

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

1. Developmental *Coaching*
2. The application of *Training*
3. The removal of *Obstacles*
4. The timely delivery of *Feedback*
5. The arranging of *Consequences*
6. Provide *Counseling*

COACHING

Coaching is an informal, oftentimes spontaneous discussion designed to assist an employee in developing knowledge, skills, and abilities. It is the everyday interaction between supervisor and employee that leads to employee development.

Praise and encouragement are the most effective coaching tools. They enable the supervisory coach to define exactly what he or she expects in a positive way. A good coach tries to be a “people developer” and you can’t develop people by tearing them down.

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

- Provide employees with positive feedback.
- When you have to criticize, focus on the problem, not the individual’s personality.
- Give employees both positive and negative feedback.
- Build and maintain strong relationships with employees.
- Confront employees with problems in their performance.
- Use active listening skills.
- Listen more than you talk.

As an effective supervisor, you will need to know what to coach and when to coach.

Generally, you will need to assume the role of coach when a member of your work team does not know how to do an assigned task, performs a job incorrectly, or does not perform to prescribed standards.

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

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

- Let employees know what is expected of them by clearly defined standards and job responsibilities. Develop a work plan with agreed upon tasks and completion dates.
- Let employees know how they are doing through positive and negative feedback, evaluation of performance, and documentation of strengths and weaknesses. Any documentation needs to be shown to the employees and acknowledged.
- Mutually develop a plan for improvement. Monitor progress in areas that need strengthening and suggest and provide appropriate training. Recognize and praise performance improvement.
- Remember the principles of effective communication.

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

Guidelines for Effective Coaching:

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

TRAINING

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

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

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

Guidelines for Effective Training:

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

OBSTACLES

Removing obstacles involves ensuring the employee has the time, tools, equipment, and proper direction required to do the job. It may involve determining if anything outside of the supervisor's immediate attention prevents the employee from doing the job properly. Removing obstacles means that it is important to look below the surface. Again, problems in this area may be identified during Coaching sessions. Supervisors should be sensitive to concerns and issues relating to the employee's personal situation. Should the supervisor identify personal issues relating to performance, the utilization of the Employee Assistance Program (EAP), professional help, IAFF Center of Excellence, or other treatment is encouraged.

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

Guidelines for removing Obstacles:

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

FEEDBACK

Supervisors should give employees feedback to tell them how they are doing. Feedback can be used to discipline, correct, inform, or praise the performance of employees.

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

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

Feedback is the act of providing specific qualitative and/or quantitative information about conduct, attendance, or performance, in relation to a given standard or goal. For example, when a problem arises, the supervisor may elect to Coach the employee as a method of informal

resolution. If the problem does not go away at that point, the supervisor should provide timely feedback on the employee's success or failure at resolving the problem. Otherwise, the problem may not go away or may become worse.

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

Guidelines for Effective Feedback:

Supervisors should evaluate the following questions:

- Does the employee know exactly how well he or she is doing?
- Does the employee get regular, short-term feedback about job performance?
- Have expectations been clearly identified with the employee?

CONSEQUENCES

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

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

Guidelines for arranging Consequences

Supervisors should evaluate the following questions:

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

COUNSELING

Counseling is a serious discussion between a supervisor and an employee designed to correct employee problems. Counseling is planned, has a specific purpose, and is intended to result in a specific action(s). When the supervisor identifies a problem that requires more than a coaching session or determines that coaching has failed to resolve a problem, he or she should make arrangements to conduct a Counseling Session with the employee. Counseling sessions may not be used adversely in promotions, evaluations, or specialized assignments unless grieved and upheld. Like any form of discipline, Counseling is subject to due process.

Counseling Procedure:

Once the supervisor has made a decision to Counsel an employee, the next level supervisor will be contacted and informed of the proposed counseling. For example, the Captain will contact the Battalion Chief. The Battalion Chief or next level supervisor will confirm the counseling recommendation by:

- Comparing the counseling against the employee's disciplinary matrix.

- Determine whether or not the counseling conforms to the discipline process and is consistent with previous decisions in similar circumstances.

If the Battalion Chief or next level supervisor confirms the counseling recommendation a Counseling session should be performed and documented using the TDFPD Counseling form (Appendix A). A copy of the form will be given to the employee, the Captain or next level supervisor will maintain a copy for 6 months, and the Battalion Chief will enter the counseling session into the disciplinary matrix.

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

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

Guidelines for Effective Counseling:

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

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

SUMMARY

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

Attention to the six strategies or techniques by the supervisor is an important step to assist the employee in eliminating a problem. It can then be more easily determined when a problem persists, that the employee has not taken enough responsibility upon himself or herself to eliminate the problem.

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

THE FORMAL PROCESS

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

The Formal Process consists of:

- Preparing and conducting an Investigative Interview.
- Utilizing the decision-making process in regards to discipline.
- Preparing and conducting a Pre-disciplinary Hearing, if applicable.
- Documentation.

PREPARING FOR AN INVESTIGATIVE INTERVIEW

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

1. Gathering information concerning the incident or violation to justify the potential for formal discipline. The goal is to gather enough information to ensure that the incident can be adequately addressed. This includes talking to all known witnesses.
2. Reviewing notes from the information gathering process or documents from previous efforts at resolving the problem.
3. Preparing an agenda outlining major points to be covered in the meeting.
4. Providing the employee with notification of the meeting location, date, and time.
5. Ensuring that the employee has time to secure union representation.
6. Prior to any investigative interview, the employee shall be provided with a written Garrity warning outlining their rights against self-incrimination and their right to union representation.

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

CONDUCTING AN INVESTIGATIVE INTERVIEW

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

During the Investigative Interview, the employee is afforded the opportunity to provide an explanation. This explanation may be given during the meeting, or the employee may elect to submit a written response to the supervisor who is conducting the investigation up to 48 hours later (or at a mutually agreed upon time).

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

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

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

Tone: The tone of this meeting should be neutral.

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

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

Scope: Focus on subject you have objective data related directly to the initial cause for initiating discipline. (i.e., when investigating one incident, it should be unnecessary to investigate the entire week prior in order to find violations).

MAKING A DECISION IN REGARDS TO DISCIPLINE

Once a Captain or supervisor and the Battalion Chief or the next level supervisor has conducted an Investigative Interview and has considered any response the employee may offer, a decision regarding formal action must be made. No employee shall be subject to formal discipline without just cause, as defined by established arbitration standards. An initial evaluation of whether disciplinary action is appropriate involves the supervisors asking certain questions. These questions are intended to provide a remedial check on supervisory strategies:

- Is there sufficient evidence that the employee violated a rule or procedure?
- Can I demonstrate that the employee understood a rule/policy that was violated?
- Can I demonstrate that the employee knew in advance that such behavior would be subject to disciplinary action?
- Can I demonstrate objectively that the rule violated was reasonably related to the safe, efficient, and orderly operation of the organization?
- Can I demonstrate that the employee committed an intentional act or omission?

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

DISCIPLINARY ALGORITHM

The Disciplinary Algorithm is a tool that assists supervisors in determining the appropriate level of discipline to apply. The Disciplinary Algorithm prompts the supervisor by asking questions

that are designed to help determine the degree of seriousness of the offense and the impact of the offense upon the Fire District.

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

The Disciplinary Algorithm is designed to assist a supervisor in reaching a reasonable recommendation based solely upon the merits of the case at hand. Formal discipline shall be based on objective evidence beyond supervisory opinion, such as documents, credible witness statements, or physical evidence.

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

SAFETY

It is incumbent upon the TDFPD and each employee to provide as safe a working environment as possible. Safety is one of the most serious considerations that must be addressed by the supervisor.

Theory: Safety is of paramount importance, therefore safety rules and policies must be closely monitored.

Questions to Ask: Supervisors must determine the following:

Does the employee's action result in a potential threat to the safety of other personnel or oneself?

- Does the employee's absence result in a potential threat to the safety of personnel or operations?
- Was there willful or intentional disregard for a safety rule or policy, which was known to the employee?

HONESTY

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

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

Questions to Ask: Supervisors should evaluate the following questions:

- Does the infraction or explanation of the infraction involve dishonesty or untrue statements related directly to the infraction itself?
- Is there sufficient evidence of dishonesty or witnesses who lead the supervisor to doubt the employee's honesty?
- Does the infraction involve theft, and is there sufficient proof of employee involvement?

- Do the facts or evidence support the employee's account or explanation?

NEGATIVE IMPACT

Although all infractions impact day-to-day operations in one way or another, the supervisor must consider which of these presents an overall negative impact on the District. Negative impact shall refer only to quantifiable financial losses, significant operational disruptions, or demonstrated threats to public safety.

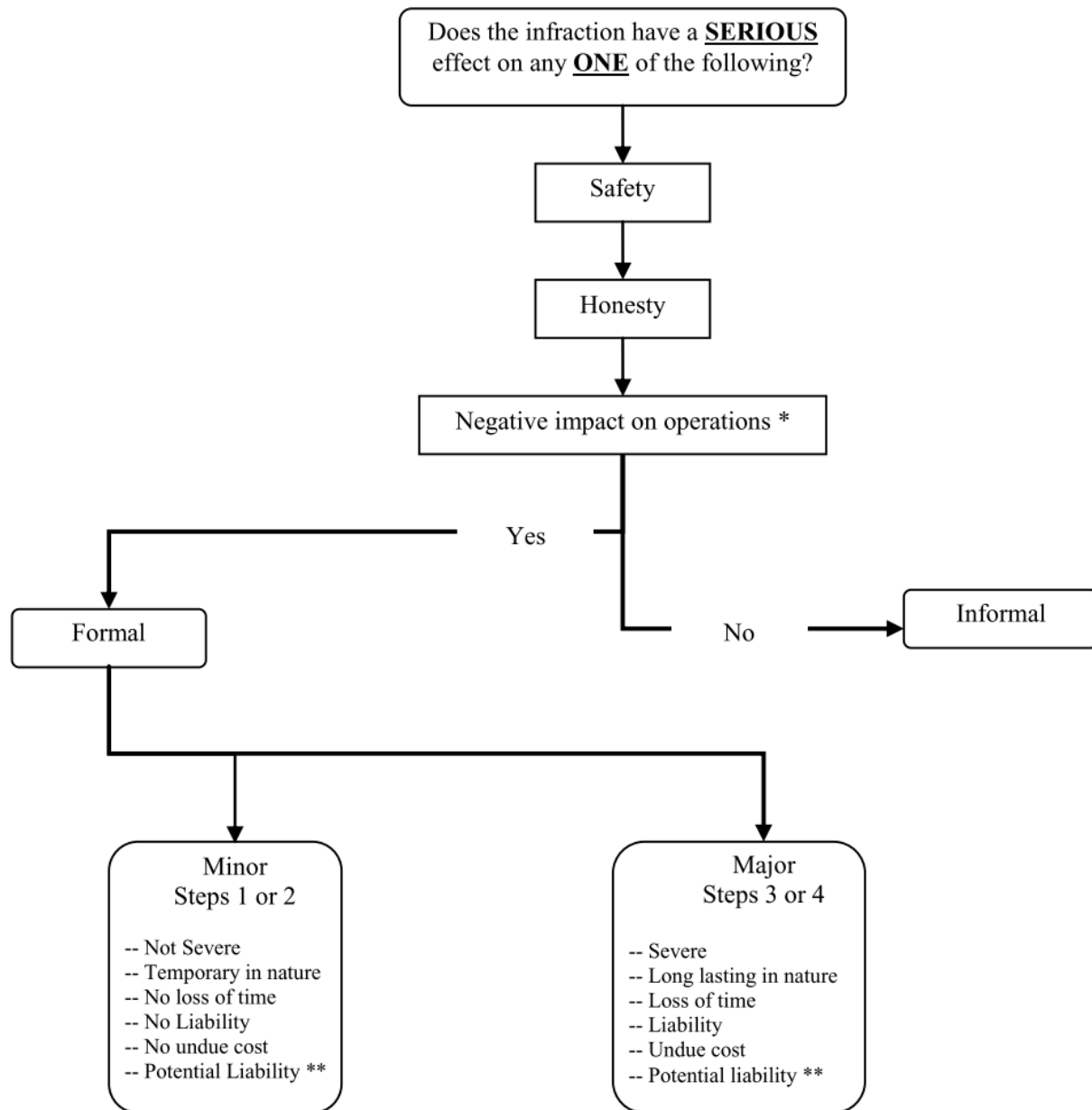
Theory: Since the Fire District is a publicly funded, service-oriented organization, its operations are constantly scrutinized. Infractions, which result in undue costs to the District, are counterproductive to the success of the Fire District's overall mission.

Questions to Ask: The supervisor should evaluate the following items:

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

Once the above-mentioned items have been considered, the supervisor must determine the severity of the infraction. Was this a minor or major infraction? A minor infraction is usually not severe, is temporary in nature, and does not result in significant undue cost or liability/potential liability to the District. A major infraction is usually severe, long lasting, or results in undue costs or liability/potential liability to the Fire District.

DISCIPLINARY ALGORITHM



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

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

DISCIPLINARY ACTION STEPS

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

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

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

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

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

Note: Progressive discipline shall be consistently applied with each problem category unless a singular event constitutes gross misconduct as defined.

*All discipline is subject to Due Process and the principles of just cause, including the right to notice, an opportunity to respond, and fair and impartial consideration.

DISCIPLINARY DECISIONS AND MATRIX ENTRY

Once the supervisors make a decision concerning the level of discipline to be taken the action will be compared against the employee's disciplinary history and a determination will be made as to whether or not the action conforms to the discipline process and is consistent with previous decisions in similar circumstances. Before escalating to formal discipline, supervisors must provide objective reasons for escalation and provide written notice to the employee and Union.

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

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

After the proposed action is confirmed, a disciplinary meeting is held to inform the employee of the action. The action will be documented on the disciplinary form and in the matrix. Battalion Chief will maintain the Matrix, and employees shall be permitted to examine their disciplinary files during normal business hours.

Note: Any discipline greater than a step 2 or resulting in suspension requires a Pre-disciplinary Hearing prior to action being taken.

COMMON QUESTIONS ARE:

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

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

RULES, MATRIX, AND CONCEPTS

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

Rule #1: Disciplinary actions have active life spans. Active is defined as the total time period the disciplinary action weighs against the employee. Linkage of disciplinary action life spans may occur only once per category and must not exceed an additional six (6) months beyond the original expiration (NRS 288.150). The active life spans are

Counseling: 6 months

Step 1: 6 months

Step 2: 9 months

Step 3: 12 months

Step 4: 12 months

For instance, if Employee X receives a Step 1 disciplinary action on January 1, 2015, it becomes inactive on June 30, 2015, 6 months from the date the action was imposed, providing no further problems occur during that 6-month period. If further problems do occur prior to June 30, 2015, the active life span shall be extended, as explained in Rule #2.

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

Continuing the example above, if Employee X were to receive a Step 2 disciplinary action for any offense on March 1, 2015, the active life span of the Step 1 already given is extended by the life span of the Step 2, or 9 months. The Step 1 and Step 2 actions will remain "active" until November 30, 2015 unless an additional disciplinary action is imposed prior to November 30, 2015, which would extend both actions even further.

The EDPP is structured to prevent repetitive disciplinary action, which is

counterproductive for both the employee and the Fire District. Employees shall not be disciplined multiple times for the same underlying event unless new and material facts emerge after initial discipline.

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

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

Counseling: No more than one (1) in each category.

Formal Actions:

Step 1: No more than 2 total

Step 2: No more than 2 total

Step 3: No more than 2 total

Step 4: No more than 1 total

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

	CONDUCT	ATTENDANCE	PERFORMANCE
COUNSELING		X	X
STEP 1		X	X
STEP 2		X	
STEP 3		X	
STEP 4			

The answer is a bit unique. Employee X may be counseled or given a Step 2 or greater disciplinary action. The rules allow counseling in each category. However, the rules will not allow more than two Step 1 actions, which Employee X already has. Employee X has only one active Step 2 action and is therefore eligible for one more to reach the maximum of two. Let's continue the example by stating that it has been decided that Employee X should receive a

counseling session for the first problem in the category of Conduct. The option to impose a Step 2 action at this time is not being taken. The progression would then look like this:

	CONDUCT	ATTENDANCE	PERFORMANCE
COUNSELING	X	X	X
STEP 1		X	X
STEP 2		X	
STEP 3		X	
STEP 4			

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

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

	CONDUCT	ATTENDANCE	PERFORMANCE
COUNSELING	X	X	X
STEP 1		X	X
STEP 2	X	X	
STEP 3		X	
STEP 4			

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

	CONDUCT	ATTENDANCE	PERFORMANCE
COUNSELING	X	X	X
STEP 1		X	X
STEP 2	X	X	
STEP 3		X	X
STEP 4			

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

	CONDUCT	ATTENDANCE	PERFORMANCE
COUNSELING	X	X	X
STEP 1		X	X
STEP 2	X	X	
STEP 3		X	X
STEP 4	X		

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

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

The example of Employee X is intended to demonstrate the progression of discipline. Absent in the example are the Investigative Interviews (defined earlier in this guide), Pre-disciplinary Hearing, and the Disciplinary Meetings that are part of the process.

Pre-Disciplinary Hearing

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

The Pre-disciplinary Hearing is a formal meeting in which the employee is afforded the opportunity to provide an explanation directly to the Fire Chief or designee regarding the event(s) leading to the proposed disciplinary action. The Pre-disciplinary Hearing also allows the Fire Chief or designee the opportunity to ask questions pertaining to the event(s).

The employee and union will receive written notification of the hearing location, date, and time. Notification shall include the specific actions upon which discipline may be based and any corresponding policy or rule violation, if appropriate. The employee and union will be afforded a minimum of seven (7) calendar days from notification to prepare for the hearing, unless both parties mutually agree to meet at another date and time. Additionally, all evidence intended for use must be provided to the employee and Union at least seven (7) calendar days prior, allowing for rebuttal submissions.

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

Following the Pre-disciplinary Hearing, a decision regarding the appropriate disciplinary action to be taken, if any, will be made by the Fire Chief or designee. All decisions will be governed by rules of the Formal Process. The decision will be communicated to the employee and the Union within fifteen (15) calendar days after the Pre-disciplinary Hearing, unless a different timeline is mutually agreed to. The decision is communicated during a Disciplinary Meeting by the Fire Chief or designee.

DISCIPLINARY MEETINGS

The immediate supervisor or Captain and Battalion Chief or the Fire Chief or designee conducts Disciplinary Meetings after an Investigative Interview or Pre-disciplinary Hearing to inform the employee of disciplinary action decisions. The Disciplinary Meeting is documented in Section II

of the TDFPD Disciplinary Action Form. The nature of a Disciplinary Meeting is informational, as the necessary discussions and reviews have already been completed.

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

Before the Meeting

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

1. Level of disciplinary action.
2. Date of infraction.
3. Date of the Pre-disciplinary Hearing, if any.
4. Effective dates of the disciplinary actions.
5. Suggested corrective action(s).

During the Meeting

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

After the Meeting

1. Distribute copies of the TDFPD Disciplinary Action Form, as noted on the form.
2. Monitor the employee's performance.

DOCUMENTATION

All disciplinary actions must be documented. Counseling sessions are maintained solely by the immediate supervisor and the employee. Any counseling, coaching or informal discipline that is referenced or relied upon for future formal discipline shall be subject to the grievance procedure, under NRS 288.150(2)(b). The Fire District disciplinary matrix will be updated by the Battalion Chief to reflect the counseling session. Step 1 through 4 actions are maintained within the Fire District disciplinary matrix, as well as in the employee's Human Resources file. The Employee shall have the right to review and challenge any disciplinary records placed in an employee's file (NRS 288.150(2)(b)).

TERMINATION

Termination may result as a consequence of a one-time serious event but most often results from an employee's continued failure to accept responsibility for elimination of problems and/or failing to meet management expectations. Therefore, termination is considered solely as an administrative act separating an individual from District employment. The process of notifying

the individual shall be accomplished in a manner conducive to good order and with respect for that person's dignity and privacy. The Fire Chief or the designee will typically accomplish this.

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

REPRESENTATION

Overview: During meetings, which are informal in nature, such as coaching and counseling sessions, the involvement of an employee representative is not required, though will be provided at the employee's request. During meetings that involve or may likely lead to formal discipline, an employee has the right to representation.

Employee Rights: No formal disciplinary meeting, investigative interview, or administrative hearing may occur without offering union representation in accordance with Weingarten rights. If an employee requests that a union representative be present, the supervisor must contact a Local 2441 Principal Officer or those persons authorized to act on behalf of the Union. If there are none available, the meeting shall be postponed until a representative is available. All TDFPD employees are protected by the "Garrity Rights" in any disciplinary process that may involve criminal activity. The Garrity Rights prohibit the use of statements gathered during an investigation in subsequent criminal proceedings.

During the Disciplinary Meetings: Supervisors should follow proper procedures whether a union representative is present or not. If the employee or union disagrees with the disciplinary action, a grievance can be filed and the situation reviewed through the grievance procedure. Informal actions and counseling are not subject to the grievance procedure unless they are combined to produce formal discipline, in which case every informal action shall be subject to grievance individually. Steps One through Four are subject to the grievance procedure. The supervisor should not fail to take disciplinary action because of the possibility that the action may be grieved.

The Union shall be provided a copy of the EDPP for review annually, and any changes shall require negotiation pursuant to NRS 288.150.

APPENDIX C

***NOTE* This Form will be in substantially similar format to the following:**

Tahoe Douglas Fire Protection District Counseling Notice

Employee:

Date:

Date of Incident:

Details/Facts of the performance-related problem or job-related behavior:

Policy/Rule Violated:

Previous conversation, counseling, or warning regarding the performance-related problem or job-related behavior:

Impact of the performance-related problem or job-related behavior:

Suggestions to assist employee in making required changes:

Details of specific changes required in the employee's performance or job-related behavior:

Time frame for these changes to occur:

NOTE This Form will be in substantially similar format to the following:



Tahoe Douglas Fire Protection District Disciplinary Action

Employee:

Date:

Date of Incident:

Details/Facts of the performance-related problem or job-related behavior:

Policies/Rules violated:

- 1. Violation of Personnel Policy #:**

- 2. Violation of Job Description:**

- 3. Violation of District mission, vision, and values:**

Previous conversation, counseling, or warning regarding the performance-related problem or job-related behavior:

Impact of the performance-related problem or job-related behavior:

Details of specific changes required in the employee's performance or job-related behavior:

Time frame for these changes to occur:

As a result of this incident, the following disciplinary action will be taken against you:

Employee's signature signifies receipt of this notice, agreement to the conditions and waives your right to appeal.

Employee Name (Printed)

Employee Signature

Date

Supervisor (Printed)

Signature

Date

Witness Name (Printed)

Witness Signature

Date

**Witness Signature (if employee opts not to sign)*

Copy: Personnel File



APPENDIX E

Drug and Alcohol Policy

The District recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills.

The District is committed to:

- Maintaining a safe and healthy workplace for all employees;
 - Assisting employees who recognize they have a problem with drugs, prohibited substances, or alcohol in receiving appropriate treatment;
 - Periodically providing employees with information about the dangers of workplace drug use; and
 - When appropriate, taking disciplinary action for failure to comply with this policy.
- 1) The District strictly prohibits the following behavior:
 - 2) The use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution, and/or dispensing of illegal drugs or prohibited substances by an employee, unless otherwise provided by law. For the purpose of this policy, illegal drugs include those classified as such under local, state, or federal laws. Prohibited substances include medical and recreational marijuana (cannabis), the use or possession of prescription medicines for which the individual does not have a valid prescription, and the inappropriate use of prescribed medicines for which the employee has a valid prescription. The prohibition also includes using over-the-counter medications contrary to the manufacturer's instructions, or consumer products not meant for human consumption. In addition, the District prohibits employees from possessing open containers of alcoholic beverages while on the District's premises and/or while on duty and from working with a blood-alcohol level of 0.04 or more at any time.
 - 3) Bringing alcohol, illegal drugs, and other prohibited substances which may impair the safety or welfare of employees or the public onto the premises controlled by the District or placing them in vehicles or equipment operated on behalf of the District.
 - 4) Driving an organizational vehicle while on or off duty with a blood alcohol level of .0.04 or more or under the influence of an illegal drug or prohibited substance, regardless of the amount.
 - 5) Reporting Requirements
 - 6) A supervisor who receives information or is a witness to any use of illegal drugs, prohibited substances, or alcohol by an employee that violates the District's policies or the law, is required to report this information to the Chief Officer/Division Head

immediately. The report shall contain all known information, including:

- a) The persons(s) involved, including all witnesses;
 - b) Any information gathered, such as actual observation of drug/alcohol use, the presence of paraphernalia, or observation of any unusual physical signs or behaviors;
 - c) A written record of specific conversations held with the accused and any witnesses;
 - d) All pertinent facts, including date(s), time(s), and locations(s).
- 7) An employee who witnesses or obtains information regarding illegal drug/prohibited substance/alcohol use by the immediate supervisor is required to report the incident to that supervisor's supervisor.
 - 8) Specimen collection, drug testing procedures, sample collection, and alcohol testing procedures will comply with all applicable provisions of federal and state law.
 - 9) Employees in safety-sensitive positions as defined in 49 CFR Part 382, et seq., are subject to the Federal Department of Transportation (DOT) (49 CFR Part 40) and the Federal Motor Carrier Safety Regulations (FMCSR), as prescribed by the Federal Motor Carrier Safety Administration (FMCSA) (49 CFR Parts 382, 383, 387, 390-397, and 399), as well as the District's *Drug- and Alcohol-Free Workplace* Policy.
 - 10) The District receives funding through federal grants and is therefore subject to the Drug-Free Workplace Act of 1988. Marijuana (including medical and recreational cannabis), cocaine, opioids, amphetamines (including methamphetamines), phencyclidine (PCP), and methylenedioxy-methamphetamine (MDMA) are considered illegal Schedule I or II drugs by the federal government. The District is committed to a policy of a drug- and alcohol-free workplace, and employees may not have any detectable level of Schedule I or II drugs in their system while at work. However, this policy is adopted in compliance with the requirements of NRS 678C.

I. Employee Responsibilities

- 1) Each employee is responsible for meeting standards for work performance and safe on-the-job conduct.
- 2) Employees shall not report to work under the influence of alcohol, illegal drugs, prohibited substances, or misused prescription or over-the-counter drugs, regardless of the amount.
- 3) Employees who suspect they may have a substance abuse problem are encouraged to seek counseling and rehabilitation from the District's Employee Assistance Program (EAP) provider, substance abuse professional, IAFF Center of Excellence, or other treatment provider. The District's health insurance policy may provide for payment of some or all of the treatment costs.
- 4) It is the responsibility and obligation of employees in safety-sensitive positions to determine, by consulting a health care provider, if necessary, whether or not a legal drug being taken may affect one's ability to safely perform assigned job duties. An employee

in a safety-sensitive position whose medication may affect their ability to safely perform their job must contact their Chief Officer/Division Head who will coordinate with the Fire Chief, or designee to attempt to find an appropriate alternative assignment. If none is available, the employee and the District will take steps consistent with the advice of a health care provider which could include the use of sick leave or a leave of absence. If an employee reports to work under the influence of medication and, as a result, endangers oneself or others, the employee will be subject to discipline, up to and including termination.

- 5) Each employee must report the facts and circumstances of any drug or alcohol arrest resulting from an incident that occurred while the employee was on duty. Each employee must report the facts and circumstances of any drug or alcohol conviction which may impact the employee's ability to perform the duties of the job. If duties involve driving a vehicle or operating heavy equipment, the employee must report to one's supervisor an arrest or detainment for driving under the influence (DUI), and/or restriction, revocation, or suspension of the driver's license pending adjudication before resuming work duties.
- 6) Employees in safety-sensitive positions identified by the District are subject to random drug and/or alcohol testing as provided in this policy.
- 7) Employees must act as responsible representatives of the District and as law-abiding citizens. It is every employee's responsibility to report suspected or known violations of this policy to the immediate supervisor. Such reporting is critical in preventing serious injuries or damage to the District's property.
- 8) Employees who are required to submit to a drug and/or alcohol test must complete and sign a consent form. Employees acknowledge that by consenting to testing, they are waiving any expectation of privacy between the District and the employee in the information provided related to the drug and/or alcohol test.

II. Chief Officer/Division Head Responsibilities

The Chief Officer/Division Head or designee is responsible for:

- 1) Authorizing the testing of employees.
- 2) Coordinating drug and/or alcohol testing.
- 3) Completion of a required consent form.
- 4) Notifying employees of positive test results and their right to a retest of the same sample.
- 5) Implementing disciplinary action against employees who fail to comply with provisions outlined in this policy.
- 6) Notifying the District's attorney of an employee's conviction of a federal or state drug and/or alcohol violation.
- 7) Ensuring that the drug and/or alcohol test forms and results are kept confidential and only provided to employees with a business need for the information.
- 8) Identifying safety-sensitive positions.
- 9) Notifying employees in department safety-sensitive positions that they are subject to

random drug and/or alcohol testing.

III. Supervisor Responsibilities

Supervisors are responsible for:

- 1) Determining if reasonable suspicion exists to warrant drug and/or alcohol testing and detailing, in writing, the specific facts, symptoms, or observations that are the basis for the reasonable suspicion.
- 2) Submitting the documentation to the Chief Officer/Division Head or designee.
- 3) Complying with the appropriate provisions outlined in this policy that apply to supervisory personnel.

IV. District Responsibilities

Districts are responsible for:

- 1) Providing yearly communication and training on this policy to include a training program to assist supervisors in recognizing the conduct and behavior that gives rise to a reasonable suspicion of inappropriate drug and/or alcohol use by employees, and how to take appropriate corrective action. Receiving and maintaining employee drug and alcohol testing records and files from all sources and assuring that they are kept confidential.
- 2) Making drug and/or alcohol testing and notice forms available.
- 3) Notifying the appropriate Chief Officer/Division Head or designee of positive results of drug and alcohol tests.
- 4) Administering the contract with a third party to provide drug and alcohol testing services.
- 5) Overseeing the administration of the District's *Drug- and Alcohol-Free Workplace Policy*.
- 6) Designating safety-sensitive positions. A list of safety-sensitive positions will be placed on each station's Human Resources bulletin board.
- 7) Notifying the Chief Officer/Division Head or designee of their employees randomly selected for drug and/or alcohol testing.
- 8) Ensuring the administration of all pre-employment drug testing.

V. Training

The District maintains information relating to the hazards of and treatment for drug- and alcohol-related problems. Proactive training and information shall be sponsored by the District periodically. Any employee may voluntarily seek advice, information, and assistance. Medical confidentiality will be maintained consistent with this policy.

VI. Employee Assistance and Voluntary Referral

- 1) The District strongly encourages employees who suspect they have substance abuse problems to voluntarily refer themselves to a treatment program. A voluntary referral is defined as being one that occurs prior to any positive test for illegal drugs, prohibited substances, or alcohol under this policy and prior to any other violation of this policy,

including a conviction of that individual for a drug- or alcohol-related offense. A decision to participate in the employee assistance or other treatment program voluntarily will not have any discipline ramifications because the District will not discipline someone for asking for help, but this principle does not prevent an employee from facing discipline for conduct other than the choice to participate in an employee assistance or other treatment program. The District may direct an employee who has tested positive to submit to an evaluation by a substance abuse professional in lieu of termination.

- 2) Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. An employee who is being treated for a substance issue in a recognized rehabilitation program may, if the ADA applies, be entitled to reasonable accommodation so long as the employee is conforming to the requirements of the program and is abstaining from the use of controlled substances and/or alcohol. These situations will be addressed on a case-by-case basis.
- 3) The cost of the drug or alcohol rehabilitation or treatment program shall be borne by the employee and, if applicable, the employee's insurance provider. All information regarding an employee's participation in treatment is confidential. Business-need-to-know confidentiality will be maintained.

VII. Reasonable Suspicion Testing

- 1) When any supervisor has reasonable suspicion that an employee may be under the influence of alcohol, drugs, or prohibited substances, the employee in question will be directed by the Chief Officer /Division Head, designee, or duty chief to submit to drug and/or alcohol testing. This test may include a breath or blood test.
- 2) The supervisor shall be responsible for determining if reasonable suspicion exists to warrant drug and/or alcohol testing and shall be required to document, in writing, the specific facts, symptoms, or observations which form the basis for such reasonable suspicion. When possible, the documentation will be forwarded to the Chief Officer/Division Head or designee to authorize the drug and/or alcohol test of an employee.
- 3) The Chief Officer/Division Head, designee, or duty chief shall direct an employee to undergo drug and/or alcohol testing if there is reasonable suspicion that the employee is in violation of this policy. The employee will be placed on administrative leave with pay pending the results of the test.
- 4) An employee who is required to submit to reasonable suspicion testing:
- 5) Must sign a consent form. By consenting to testing, the employee acknowledges waiving any expectation of privacy between the District and the employee in the information provided related to the drug/alcohol test.
- 6) Will be immediately provided transportation by the District to the location of the test.
- 7) Will be advised to refrain from eating or drinking before being tested.
- 8) Will be provided transportation by the District or transportation arrangements will be

- made by the District after the employee submits to the test or refuses to be tested.
- 9) Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
 - 10) Information provided either by reliable and credible sources or independently corroborated as determined by the Chief Officer/Division Head that an employee is violating the District's policy.
 - 11) Direct observation of drug, prohibited substance, or alcohol use while on duty.
 - 12) Employee admits to using drugs, prohibited substances, or alcohol prior to reporting to work or while at work, or employee admits to violating any other provision of this policy.
 - 13) Drug, prohibited substance, or alcohol paraphernalia possibly used in connection with illicit drugs, prohibited substances, or alcohol found on the employee's person or at or near the employee's work area.
 - 14) Evidence that the employee has tampered with a previous test for drugs, prohibited substances, or alcohol.
 - 15) The following behaviors will also contribute toward reasonable suspicion and, collectively or independently, on a case-by-case basis, may provide a sufficient reason for requesting a test for drugs, prohibited substances, or alcohol:
 - 16) *A pattern of abnormal or erratic behavior*: This includes, but is not limited to, a single, unexplainable incident of serious abnormal behavior or a pattern of behavior that is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.
 - 17) *Presence of physical symptoms of drug and/or alcohol use*: The supervisor observes physical symptoms that could include, but are not limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or generally associated with common ailments such as colds, sinus problems, hay fever, and diabetes.
 - 18) *Violent or threatening behavior*:
 - a) *First Incident*: If an employee engages in unprovoked, unexplained, aggressive, violent, and/or threatening behavior against any person, the Chief Officer/Division Head may request that the employee submit to drug and/or alcohol testing.
 - b) *Second Incident*: Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent, or threatening behavior, upon a second or subsequent episode of similar behavior/conduct, the Chief Officer/Division Head will request that the employee undergo drug and/or alcohol testing.
 - 19) *Absenteeism and/or tardiness*: An employee who has previously received disciplinary action for absenteeism and/or tardiness and has a continued poor record that warrants a second or subsequent disciplinary action in combination with other relevant behaviors.

VIII. Post-Accident Testing

- 1) Each employee involved in an accident will be blood tested for illegal drugs, prohibited substances, and alcohol as soon as possible after the accident, but after any necessary emergency medical attention has been provided. Accidents that trigger testing are those that result in:
 - 2) Death;
 - 3) Medical treatment of employee or another individual, other than first-aid;
 - 4) Loss of consciousness; or
 - 5) Property damage the District estimates to be valued at or in excess of \$1,500.00; the Battalion Chief on duty shall have discretion to determine that the accident-causing property damage under this section does not trigger the required post-accident testing.
- 6) An employee who is subject to a post-accident test:
 - 7) Must sign a consent form. By consenting to testing, the employee acknowledges waiving any expectation of privacy between the District and employee in the information provided related to the drug/alcohol test.
 - 8) Must remain readily available for testing. An employee who leaves the scene without good reason before the test is administered or who does not make oneself readily available may be deemed to have refused to be tested, and such refusal shall be treated as a positive test.
 - 9) Will be immediately provided transportation by the District to the location of the test.
 - 10) Will be advised to refrain from eating or drinking before being tested and must refrain from consuming alcohol for eight hours following the accident or until the employee submits to an alcohol test, whichever comes first.
 - 11) Will be provided transportation by the District or transportation arrangements will be made by the District after the employee submits to the test or refuses to be tested.
- 12) Upon completion of the test:
 - 13) If the employee caused or contributed to the accident, or the District determines there is a risk to return the employee to work, the employee will be provided transportation home or the District will make transportation arrangements, and the employee will be placed on administrative leave with pay pending the results of this test.
 - 14) If the District determines the employee did not cause or contribute to the accident, the employee will be transported back to the work site (if medically able) and will resume work.
 - 15) If the test comes back positive and the District needs to conduct further investigation, the employee will be placed on administrative leave with or without pay.
- 16) *Note: NRS 616C states a positive test for illegal drugs, prohibited substances (including marijuana), or alcohol per limits set forth in NRS 484C can cause the denial of workers' compensation claims. By consenting to post-accident testing, the employee waives any expectation of privacy between the District and employee in the information provided related to the drug/alcohol test.*

- 17) In the event an employee is so seriously injured that a specimen cannot be provided at the time of the accident, the employee must provide necessary authorization, as soon as the employee's physical condition allows, to enable the District to obtain hospital records or other documents that indicate the presence of drugs, prohibited substances, or alcohol in the employee's system when the accident occurred.
- 18) In the event federal, state, or local officials conducted drug and/or alcohol testing following an accident, the employee will be required to sign a release allowing the District to obtain the test results from such officials.

IX. Safety-Sensitive Positions

- 1) The District may conduct pre-employment testing and random testing for drugs, prohibited substances, and/or alcohol for positions identified as safety sensitive by the District. Successfully passing these tests is a condition of future or continued employment. Procedures for pre-employment testing are listed in the *Pre-Employment Drug Screening for Safety-Sensitive Positions* policy in the *Employment* section.
- 2) Safety-sensitive positions mean positions which may, in the normal course of business:
- 3) Require the employee to operate a vehicle or heavy equipment on a regular and recurring basis; and/or
- 4) Involve job duties which, if performed with inattentiveness, errors in judgment or diminished coordination, dexterity, or composure, may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, coworkers, and/or the public, including positions that require use of dangerous tools/equipment; performance of job duties at heights; use of dangerous chemicals; or carrying firearms in the performance of job duties.
- 5) The District shall maintain a list entitled "List of Positions Designated as Safety Sensitive" and/or designate positions as safety sensitive on the job description. A list of safety-sensitive positions will be placed on each station's Human Resources bulletin board.

X. Random Testing

- 1) All employees in positions identified as safety sensitive by the District shall be subject to random testing for drugs, prohibited substances, and alcohol.
- 2) Per DOT testing guidelines for Commercial Driver's License (CDL) holders, the District will test for drugs/prohibited substances at a minimum, 50% of the average number of employee-CDL positions each calendar year. The District will alcohol test, at a minimum, 10% of the average number of employee-CDL positions each calendar year.
- 3) For all non-CDL safety-sensitive positions, the District will test for drugs/prohibited substances, at a minimum, 50% of the average number of employee positions designated as safety-sensitive each calendar year. The District will alcohol test, at a minimum, 10% of the average number of employee positions designated as safety sensitive each calendar year.

- 4) The selection of employees for random testing shall be on a non-discriminatory basis and made from a scientifically valid method such as a computer-based random number generator that is matched with the employee's TDF ID# or station/apparatus assignment. Random testing will be unannounced and the dates for administering the tests will be spread reasonably throughout the year. Random testing will be performed at any time while the employee is at work.
- 5) An employee selected for random testing shall proceed immediately to the test site and will be advised to refrain from eating or drinking prior to the test. An employee who engages in conduct which does not lead to testing as soon as possible after notification may be considered to have refused to be tested.
- 6) A blood draw will be performed for substances in XIII.
- 7) Employees selected for a random test but absent due to annual, sick leave, other leave, or District business will be excluded from that particular random test.
- 8) Random selection may result in some employees being tested more than once each year; some may not be tested at all.

XI. Return-to-Work Testing/Follow-Up Testing

- 1) Employees for whom the District agrees to continue employment, who violate this policy, may be required to undergo return-to-work testing as established by the District. No employees will be allowed to perform a safety-sensitive function unless the District has received a verified negative drug test result for the individual.
- 2) *Note: For positions that require a CDL or are otherwise defined as safety-sensitive positions by 49 CFR Part 382 and U.S. Department of Transportation regulations, the test cannot occur until after the Substance Abuse Professional (SAP) has determined that the employee has successfully complied with the prescribed education and/or treatment.*
- 3) Employees for whom the District agrees to continue employment, who violate this policy, will be required to undergo follow-up testing as established by the District. The extent and duration of the follow-up testing will depend upon the safety and security nature of the employee's position and the nature and extent of the employee's substance use issue.
- 4) The District will review the conditions of continued employment with the employee prior to the employee's returning to work. Any such condition for continued employment shall be given to the employee in writing.
- 5) The District may consider the employee's rehabilitation program in determining no an appropriate follow-up testing program.
- 6) Any employee subject to return-to-work/follow-up testing who has a confirmed positive drug or alcohol test will be in violation of this policy and subject to termination.

XII. Consequence of Refusal to Submit to Testing/Adulterated Specimen

- 1) The following shall be treated as a positive test and will result in disciplinary action, up to and including termination:
- 2) Refusal to sign a consent form

- 3) Refusal to submit to testing for drugs, prohibited substances, and/or alcohol
- 4) Consenting to a test but failing to appear timely at the collection site
- 5) Failing to provide a sample after a reasonable opportunity to do so
- 6) Engaging in conduct that attempts to or does impact the validity of any such testing
- 7) Submitting an invalid, substituted, or adulterated specimen

A diluted positive test result shall also be treated as a positive test.

XIII. Testing Guidelines

- 1) The District may test for alcohol and illegal/prohibited substances, including but not limited to:

- Marijuana (Cannabis)*
- Cocaine, including crack
- Opioids, including heroin, codeine, morphine, hydrocodone, hydromorphone, oxycodone, and oxycodone
- Amphetamines, including methamphetamines
- Phencyclidine (PCP)

**Tests for marijuana for workers' compensation purposes must be a blood test per the requirements set forth in NRS 616C.230.*

- 2) In addition to testing for the above substances, CDL holders are subject to testing for the following substances:

- 6-Acetylmorphine
- MDMA (Ecstasy)

- 3) Where applicable, the District will follow federal testing procedures for drugs and alcohol set forth by the Federal Department of Transportation (DOT) 49 CFR Part 40 and the Federal Motor Carrier Safety Regulations (FMCSR). These regulations may be amended from time to time.

Any test performed by the district will detect the substances listed below and will be deemed positive if levels meet or exceed those listed. These thresholds are based on NRS 484C.110 and Department of Health and Human Services guidelines.

Substance	Blood (ng/ml)
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Delta 9-tetrahydrocannabinol	2 ng/ml
11-OH-THC	5 ng/ml
Cocaine	50 ng/ml
Benzoylecgonine	50 ng/ml
Methamphetamine	100 ng/ml
Amphetamine	100 ng/ml
Heroin (measured as morphine)	50 ng/ml
Codeine	50 ng/ml
Phencyclidine (PCP)	10 ng/ml
ETOH	0.04%

XIV. Option for Drug/Prohibited Substance Retest

- 1) If an employee is required to submit to a screen test for drugs/prohibited substances within 30 days of employment, the employee shall have the right to submit an additional screening test, at one's own expense, to rebut the results of the initial screening test. The District shall accept and give appropriate consideration to the results of such a screening test. This provision does not apply to the extent that it is inconsistent or otherwise conflicts with an applicable collective bargaining agreement or federal law, or to a position funded by a federal grant.
- 2) In all other cases:
 - No later than 72 hours after receipt of a positive test, an employee who tests positive may request a confirmatory retest of the same sample at one's expense at a certified laboratory of the employee's choice.
 - Upon request, the medical review officer will authorize the laboratory holding the employee's sample to release to a second laboratory, approved by the U.S. Department of Health and Human Services (DHHS), a sufficient quantity of the sample to conduct a second testing analysis.
 - The employee will be required to authorize the laboratory to provide the District with a copy of its test results. A confirmation test will be conducted to verify the accuracy of the test results by the laboratory conducting the analysis. The result of the confirmatory test is final.

XV. Requirement for Drug/Prohibited Substance Retest

An employee who tests negative dilute will be required to immediately retest. The employee will:

- 1) Be given the minimum possible advance notice of retest,
- 2) Will be accompanied by a supervisor to the collection site, and
- 3) Will not be allowed to eat or drink during the period of being noticed of the retest and the actual test.

The retest will not be under direct observation unless directed so by the Medical Review Officer. If the retest is also negative, dilute, the test will be considered negative, and the District will not conduct a third test unless directed to do so by the Medical Review Officer.

XVI. Searches

If the **District** suspects that an employee is in possession of illegal drugs, prohibited substances, alcohol, or contraband in violation of this policy, the District may search District vehicles, lockers, desks, and work areas as outlined in the District's Use of District Property and Premises and Searches policies.

XVII. Violation of Policy

- 1) Employees in violation of the provisions of this policy will be subject to disciplinary action, up to and including termination.
- 2) An employee may be found to have violated this policy on the basis of any appropriate evidence including, but not limited to:
 - Direct observation of use of drugs or use of prohibited substances; prohibited use of alcohol; or possession of illegal drugs, prohibited substances, alcohol, or related contraband;
 - Evidence obtained from an uncontested motor vehicle citation, or a conviction for use or illicit possession of drugs or prohibited substances, or for the use or being under the influence of alcohol on the job;
 - A verified positive test result; or
 - An employee's voluntary admission.

The District may direct an employee who has tested positive to submit to an evaluation by a substance abuse professional in lieu of termination. The evaluation will attempt to determine the extent of the employee's use of or dependence on the substance(s) noted in the positive test and, if necessary, recommend an appropriate program of treatment. If an evaluation is conducted which results in a recommendation for treatment, the employee must immediately begin and successfully complete the recommended treatment at the employee's expense; however, employees may use benefits provided by applicable insurance coverage.

When an employee undergoes treatment under this policy, the employee may be required to

comply with the following as a condition of continued employment:

- Monitoring of the treatment program and the employee's participation by the District;
- Submission to return-to-work testing as required under this policy and continuing follow-up testing as provided in the *Return-To-Work Testing/Follow-Up Testing*; and
- Any other reasonable condition that the District deems necessary to maintain a safe and healthy workplace for all employees.
- Sick Leave, Vacation, Compensation Time, and Shift Trades may be used while an employee is in a treatment program.

Failure by the employee to enroll in a required treatment program, to consistently comply with the program requirements, to successfully complete the program, and/or to complete any continuing care program will be grounds for immediate termination of employment.

Appropriate disciplinary action, up to and including termination, may also be taken for any job performance or behavior that may otherwise be cause for disciplinary action.

XVIII. Confidentiality

Test results may only be disclosed to the employee; the appropriate medical and treatment providers; the District's attorney; a District representative necessary to respond to an alleged violation of this policy; individuals within the District who have a need-to-know of drug and/or alcohol testing results; and a court of law or administrative tribunal, as required.

Related Forms

- Alcohol Test Informed Consent: Applicants
- Reasonable Suspicion Observation Checklist (Drug/Alcohol Testing)
- Drug/Alcohol Test Informed Consent: Current Employees
- Drug Test Informed Consent: Applicants



APPENDIX F

TAHOE DOUGLAS FIRE PROTECTION Reasonable Suspicion Observation Checklist

This form is to be completed by two individuals, at least one of whom must be a trained supervisor, when there is reasonable suspicion to believe an employee may be under the influence of drugs or alcohol during work hours, in accordance with TDFPD policy, NRS 613.333, and applicable federal regulations (e.g., 49 CFR Part 382.307 for DOT-covered positions).

- Employee Name: _____
- Employee ID or Badge #: _____
- Date of Observation: _____
- Time of Observation: _____
- Location: _____

Check all observable signs and behaviors and assign score:

Physical Signs / Behavior	Observed	Severity (0–3)
Odor of alcohol or drugs	Yes / No	
Unsteady gait or balance problems	Yes / No	
Slurred, incoherent, or unusually rapid speech	Yes / No	
Watery, red, or droopy eyes	Yes / No	
Dilated or constricted pupils	Yes / No	
Flushed or pale skin	Yes / No	
Sweating, chills, or tremors	Yes / No	
Erratic or aggressive behavior	Yes / No	
Drowsiness or lethargy	Yes / No	
Hyperactivity or restlessness	Yes / No	
Impaired coordination	Yes / No	
Disorientation or confusion	Yes / No	
Frequent trips to the restroom	Yes / No	
Nodding off or falling asleep unexpectedly	Yes / No	
Observed ingestion of a substance	Yes / No	

Scoring Guidance:

- 0 = No sign observed
- 1 = Mild but possibly unrelated
- 2 = Moderate and concerning
- 3 = Severe, clearly indicative of impairment

A combined score of 10 or more across all observed categories may be considered as establishing reasonable suspicion. However, narrative descriptions and context remain critical to support the decision.

Narrative Description by Observer:

I affirm that the above observations are accurate to the best of my knowledge and support reasonable suspicion of possible substance use while on duty.

- Observer Name: _____
- Signature: _____
- Date: _____

TAHOE-DOUGLAS FIRE PROTECTION DISTRICT

RESOLUTION #001-2026

RESOLUTION FOR AUGMENTATION OF THE 2025-2026 BUDGET

Resolution to augment the 2025-2026 Budget of Tahoe-Douglas Fire Protection District.

WHEREAS, the total available resources of the *General Fund*, Tahoe-Douglas Fire Protection District were budgeted to be **\$15,255,791** on July 1, 2025; and WHEREAS, total available resources are now determined to be **\$15,949,226**; WHEREAS, said additional unanticipated resources are as follows:

Beginning fund balance	\$ 259,435
Additional other revenue	<u>434,000</u>
Total	<u><u>\$ 693,435</u></u>

WHEREAS, there is a need to apply these excess proceeds in the *General Fund*.

Now, therefore, its hereby RESOLVED, that **Tahoe-Douglas Fire Protection District** shall augment is 2025-2026 budget by appropriating \$693,435 for use in the *General Fund*, thereby increasing appropriations from **\$14,773,838** to **\$15,467,273**. Detailed schedules are attached to this resolution by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the **Secretary/Clerk** shall forward the necessary documents to the Department of Taxation, State of Nevada.

TAHOE-DOUGLAS FIRE PROTECTION DISTRICT

RESOLUTION #001-2026

RESOLUTION FOR AUGMENTATION OF THE 2025-2026 BUDGET

PASSED, ADOPTED, AND APPROVED THE 24th day of June 2026

AYES: _____

NAYS: _____

Abstain: _____

Absent: _____

Approved this 24th day of June, 2026

Ben Johnson Chairman

Bryce Cranch, Interim Fire Chief

REVENUES	FINAL BUDGET	REVISIONS	REVISED REVENUE RESOURCES
AD VALOREM TAXES	4,638,061	-	4,638,061
INTERGOVERNMENTAL			
CONSOLIDATED TAX	6,199,076	-	6,199,076
PLAN CHECK FEE	150,000	-	150,000
OTHER	150,000		150,000
STRIKE TEAM AND OTHER REVENUE	330,000	434,000	764,000
INTEREST INCOME	51,000	-	51,000
SUBTOTAL REVENUE ALL SOURCES	11,518,137	434,000	11,952,137
OTHER FINANCING SOURCES			
BEGINNING FUND BALANCE			
Reserved	124,000	0	124,000
Unreserved	3,613,654	259,435	3,873,089
TOTAL BEGINNING FUND BALANCE	3,737,654	259,435	3,997,089
Prior Period Adjustments			
Residual Equity Transfers			
TOTAL AVAILABLE RESOURCES	15,255,791	693,435	15,949,226

Tahoe-Douglas Fire Protection District
Schedule B - General Fund
REVISED REVENUE SCHEDULE

EXPENDITURE	FINAL BUDGET	REVISIONS	REVISED EXPENDITURES
SALARIES AND WAGES	6,203,316	275,000	6,478,316
EMPLOYEE BENEFITS	4,367,119	200,000	4,567,119
SERVICES AND SUPPLIES	1,643,403	218,435	1,861,838
CAPITAL OUTLAY	110,000		110,000
SUBTOTAL EXPENDITURES	12,323,838	693,435	13,017,273
OTHER USES			
CONTINGENCY	150,000	-	150,000
TRANSFERS OUT - HEALTH INS FD	1,000,000	-	1,000,000
TRANSFERS OUT - SPECIAL SERV FD	50,000	-	50,000
TRANSFERS OUT - AMBULANCE FD	850,000	-	850,000
TRANSFERS OUT - CAPITAL PROJECTS FD	400,000	-	400,000
ENDING FUND BALANCE	481,953	-	481,953
RESERVED	124,000	-	124,000
UNRESERVED	357,953		357,953
	15,255,791	693,435	15,949,226

Tahoe-Douglas Fire Protection District
Schedule B - General Fund
REVISED EXPENDITURE SCHEDULE

TAHOE-DOUGLAS FIRE PROTECTION DISTRICT

RESOLUTION # 002-2026

RESOLUTION FOR AUGMENTATION OF THE 2025-2026 BUDGET

Resolution to augment the 2025-2026 Budget of Tahoe-Douglas Fire Protection District.

WHEREAS, the total available resources of the *Sick Leave Fund*, Tahoe-Douglas Fire Protection District were budgeted to be \$396,556 on July 1, 2025; and WHEREAS, total available resources are now determined to be **\$546,292**; WHEREAS, said additional unanticipated resources are as follows:

Beginning fund balance	\$ 149,736
	-
Total	<u>\$ 149,736</u>

WHEREAS, there is a need to apply these excess proceeds in the *Sick Leave Fund*.

Now, therefore, its hereby RESOLVED, that **Tahoe-Douglas Fire Protection District** shall augment is 2025-2026 budget by appropriating \$149,736 for use in the *Sick Leave Fund*, thereby increasing appropriations from **\$308,417** to **\$458,153**. Detailed schedules are attached to this resolution by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the **Secretary/Clerk** shall forward the necessary documents to the Department of Taxation, State of Nevada.

TAHOE-DOUGLAS FIRE PROTECTION DISTRICT

RESOLUTION # 002-2026

RESOLUTION FOR AUGMENTATION OF THE 2025-2026 BUDGET

PASSED, ADOPTED, AND APPROVED THE 24th day of June 2026

AYES: _____

NAYS: _____

Abstain: _____

Absent: _____

Approved this 24th day of June, 2026

Ben Johnson Chairman

Bryce Cranch, Interim Fire Chief

REVENUES	FINAL BUDGET	REVISIONS	REVISED REVENUE RESOURCES
AD VALOREM TAXES	129,519	0	129,519
OTHER REVENUE		-	-
INTEREST INCOME	1,975	0	1,975
SUBTOTAL REVENUE ALL SOURCES	131,494	-	131,494
OTHER FINANCING SOURCES			
TRANSFER IN - GENERAL FUND			-
BEGINNING FUND BALANCE			
Reserved	-	-	-
Unreserved	265,062	149,736	414,798
TOTAL BEGINNING FUND BALANCE	265,062	149,736	414,798
Prior Period Adjustments			
Residual Equity Transfers			
TOTAL AVAILABLE RESOURCES	396,556	149,736	546,292

Tahoe-Douglas Fire Protection District
 Schedule B - Sick Leave Fund
 REVISED REVENUE SCHEDULE

EXPENDITURES	FINAL BUDGET	REVISIONS	REVISED EXPENDITURES
SALARIES & WAGES	308,417	149,736	458,153
SUBTOTAL EXPENDITURES	308,417	149,736	458,153
ENDING FUND BALANCE	88,139	-	88,139
RESERVED	-	-	-
UNRESERVED	88,139	-	88,139
	396,556	149,736	546,292

Tahoe-Douglas Fire Protection District
Schedule B - Sick Leave Fund
REVISED EXPENDITURE SCHEDULE

TAHOE-DOUGLAS FIRE PROTECTION DISTRICT

RESOLUTION # 003-2026

RESOLUTION FOR AUGMENTATION OF THE 2025-2026 BUDGET

Resolution to augment the 2025-2026 Budget of Tahoe-Douglas Fire Protection District.

WHEREAS, the total available resources of the *Fire Safe Community Fund*, Tahoe-Douglas Fire Protection District were budgeted to be \$8,100,518 on July 1, 2025; and WHEREAS, total available resources are now determined to be **\$ 9,981,033**; WHEREAS, said additional unanticipated resources are as follows:

Beginning fund balance	\$ 629,855
Strike Team revenue	1,100,660
Fuels Management revenue	150,000
Total	<u>\$ 1,880,515</u>

WHEREAS, there is a need to apply these excess proceeds in the *Fire Safe Community Fund*.

Now, therefore, its hereby RESOLVED, that **Tahoe-Douglas Fire Protection District** shall augment its 2025-2026 budget by appropriating \$205,515 for use in the *Fire Safe Community Fund* thereby increasing appropriations from **\$7,753,615 to \$7,959,130**.

Detailed schedules are attached to this resolution by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the **Secretary/Clerk** shall forward the necessary documents to the Department of Taxation, State of Nevada.

TAHOE-DOUGLAS FIRE PROTECTION DISTRICT

RESOLUTION # 003-2026

RESOLUTION FOR AUGMENTATION OF THE 2025-2026 BUDGET

PASSED, ADOPTED, AND APPROVED THE 24th day of June 2026

AYES:

NAYS:

Abstain:

Absent:

Approved this 24th day of June, 2026

Ben Johnson Chairman

Bryce Cranch, Interim Fire Chief

REVENUES	FINAL BUDGET	REVISIONS	REVISED REVENUE RESOURCES
AD VALOREM TAXES	647,593		647,593
GRANTS	195,000		195,000
CONTRACTS	3,500,000		3,500,000
STRIKE TEAM	2,000,000	1,100,660	3,100,660
FUELS MANAGEMENT	400,000	150,000	550,000
INTEREST INCOME	20,000		20,000
OTHER INCOME	32,000		32,000
SUBTOTAL REVENUE ALL SOURCES	6,794,593	1,250,660	8,045,253
OTHER FINANCING SOURCES			
BEGINNING FUND BALANCE			
Reserved			
Unreserved	1,305,925	629,855	1,935,780
TOTAL BEGINNING FUND BALANCE	1,305,925	629,855	1,935,780
Prior Period Adjustments			
Residual Equity Transfers			
TOTAL AVAILABLE RESOURCES	8,100,518	1,880,515	9,981,033

Tahoe-Douglas Fire Protection District
 Schedule B - Fire Safe Community Fund
 REVISED REVENUE SCHEDULE

EXPENDITURE BY FUNCTION AND ACTIVITY	FINAL BUDGET	REVISIONS	REVISED EXPENDITURES
SALARIES AND WAGES	4,709,474		4,709,474
EMPLOYEE BENEFITS	1,623,006		1,623,006
SERVICES AND SUPPLIES	390,550	305,515	696,065
CAPITAL OUTLAY	185,000	(100,000)	85,000
SUBTOTAL EXPENDITURES	6,908,030	205,515	7,113,545
OTHER USES			
TRANSFERS TO HEALTH INS FUND	845,585		845,585
	7,753,615		7,959,130
ENDING FUND BALANCE			
Reserved			
Unreserved	346,903	1,675,000	2,021,903
	15,854,133	1,880,515	17,940,163

Tahoe-Douglas Fire Protection District
Schedule B - Fire Safe Community Fund
REVISED EXPENDITURE SCHEDULE

TAHOE-DOUGLAS FIRE PROTECTION DISTRICT

RESOLUTION # 004-2026

RESOLUTION FOR AUGMENTATION OF THE 2025-2026 BUDGET

Resolution to augment the 2025-2026 Budget of Tahoe-Douglas Fire Protection District.

WHEREAS, the total available resources of the Capital Projects *Fund*, Tahoe-Douglas Fire Protection District were budgeted to be \$1,723,599 on July 1, 2025; and WHEREAS, total available resources are now determined to be **\$1,762,090**; WHEREAS, said additional unanticipated resources are as follows:

Beginning fund balance	\$ 38,491
	-
Total	<u>\$ 38,491</u>

WHEREAS, there is a need to apply these excess proceeds in the *Capital Projects Fund*.

Now, therefore, it is hereby RESOLVED, that **Tahoe-Douglas Fire Protection District** shall augment its 2025-2026 budget by appropriating \$ 38,491 for use in the Capital Projects *Fund* thereby increasing appropriations from **\$1,360,000** to **\$1,398,491**. Detailed schedules are attached to this resolution by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the **Secretary/Clerk** shall forward the necessary documents to the Department of Taxation, State of Nevada.

TAHOE-DOUGLAS FIRE PROTECTION DISTRICT

RESOLUTION # 004-2026

RESOLUTION FOR AUGMENTATION OF THE 2025-2026 BUDGET

PASSED, ADOPTED, AND APPROVED THE 24th day of June 2026

AYES: _____

NAYS: _____

Abstain: _____

Absent: _____

Approved this 24th day of June, 2026

Ben Johnson Chairman

Bryce Cranch, Interim Fire Chief

REVENUES	FINAL BUDGET	REVISIONS	REVISED REVENUE RESOURCES
AD VALOREM TAXES	259,037	-	259,037
OTHER REVENUE	120,000	-	120,000
INTEREST INCOME	10,000	-	10,000
SUBTOTAL REVENUE ALL SOURCES	389,037	-	389,037
OTHER FINANCING SOURCES			
TRANSFER IN - GENERAL FUND	400,000		400,000
BEGINNING FUND BALANCE			
Reserved	-	-	-
Unreserved	934,562	38,491	973,053
TOTAL BEGINNING FUND BALANCE	934,562	38,491	973,053
Prior Period Adjustments			
Residual Equity Transfers			
TOTAL AVAILABLE RESOURCES	1,723,599	38,491	1,762,090

Tahoe-Douglas Fire Protection District
 Schedule B - Capital Projects Fund
 REVISED REVENUE SCHEDULE

TAHOE-DOUGLAS FIRE PROTECTION DISTRICT

RESOLUTION # 005-2026

RESOLUTION FOR AUGMENTATION OF THE 2025-2026 BUDGET

Resolution to augment the 2025-2026 Budget of Tahoe-Douglas Fire Protection District.

WHEREAS, the total available resources of the *Health Insurance Fund*, Tahoe-Douglas Fire Protection District were budgeted to be \$3,046,394 on July 1, 2025; and WHEREAS, total available resources are now determined to be **\$3,925,360**; WHEREAS, said additional unanticipated resources are as follows:

Beginning fund balance	\$ 878,966
Total	<u><u>\$ 878,966</u></u>

WHEREAS, there is a need to apply these excess proceeds in the *Health Insurance Fund*.

Now, therefore, it is hereby RESOLVED, that **Tahoe-Douglas Fire Protection District** shall augment its 2025-2026 budget by appropriating \$ 878,966 for use in the *Health Insurance Fund* thereby increasing appropriations from **\$3,046,394 to \$3,925,360**. Detailed schedules are attached to this resolution by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the **Secretary/Clerk** shall forward the necessary documents to the Department of Taxation, State of Nevada.

TAHOE-DOUGLAS FIRE PROTECTION DISTRICT

RESOLUTION # 005-2026

RESOLUTION FOR AUGMENTATION OF THE 2025-2026 BUDGET

PASSED, ADOPTED, AND APPROVED THE 24th day of June 2026

AYES: _____

NAYS: _____

Abstain: _____

Absent: _____

Approved this 24th day of June, 2026

Ben Johnson Chairman

Bryce Cranch, Interim Fire Chief



REVENUES	FINAL BUDGET	REVISIONS	REVISED REVENUE RESOURCES
INTEREST	-	0	-
SUBTOTAL REVENUE ALL SOURCES	-	0	-
OTHER FINANCING SOURCES			
Operating Transfers in			
General Fund	-	0	-
Ambulance Fund	-	0	-
Fire Safe Community Fund	-	0	-
SUBTOTAL OTHER FINANCING SOURCES	-	-	-
BEGINNING FUND BALANCE			
Reserved			
Unreserved	3,046,394	878,966	3,925,360
TOTAL BEGINNING FUND BALANCE	3,046,394	878,966	3,925,360
Prior Period Adjustments			
Residual Equity Transfers			
TOTAL AVAILABLE RESOURCES	3,046,394	878,966	3,925,360

Tahoe-Douglas Fire Protection District
Schedule B - Health Insurance Fund
REVISED REVENUE SCHEDULE



Special Recognition – June 2026

Bryce Cranch, Interim Fire Chief

Completed Probation:

Firefighter/Paramedic Ryder Thomas

Badge Pinning:

Firefighter/AEMT Aaron Johnson – Promoted from Engineer/Squad Leader

Fire Prevention Report

Interim Fire Marshal

Kris Rowlett

May 2026

Major Construction Projects:

- **Caesars Republic:** Ongoing construction, casino floor and pool lounge. Inspections continue in segments to keep projects moving forward.
- **Golden Nugget:** Ongoing construction, casino floor, lobby, lobby restrooms, and Heavenly Tower.
- **Bally's:** Fire Alarm replacement ongoing
- **Edgewood:** The South Shore room and main kitchen expansion are ongoing.
- **Peak Luxury Apartments:** Ongoing inspections
- **Ridge Tahoe:** Fire alarm replacements at Naegle 11, Tennis Court building, starting construction in the summer of 2026

Inspections and Fire Prevention Activities:

VHR Inspections: 40

Construction Permit Inspections: 22

Development Meetings: 4 - New potential project at the Old Wells Fargo building

Defensible Space: 1

Plan Review:

- Under Review: 18
- Awaiting resubmittal: 21
- Approved: 38

Special Event Permits:

- James Taylor - Tahoe Blue Event Center
- Yellow Card - Tahoe Blue Event Center

Public Information & Community Education

- **Community Outreach & Engagement:**
 - Tahoe Coalition for the Homeless (Turner)
 - Rotary and Kiwanis (Turner)
 - Blood Drive
 - Radio w/ Howie 93.9 (Turner)
 - Contractor's Workshop (Turner)
 - CTESOA Ribbon Cutting and Open House (Turner)
 - LTCC Tahoe Basin Public Safety Complex groundbreaking (Turner)
- **Public Information & Media Relations:**
 - Neil Schneible post
 - International Firefighters Day
 - Neil Schneible post 2

Division Report
Fire Prevention

Dates of Report: 01 May - 31 May 2026

Fire Prevention Report

Interim Fire Marshal

Kris Rowlett

- Lowering flag to 1/2 staff
 - May is Wildfire Awareness Month
 - Fire Marshal and Tracker visit Fire Science
 - Understory burn
 - Compost your combustibles. “See something, say something.”
 - Water safety
 - National EMD week
 - Douglas Co Emergency Management and GWHS
 - Memorial Day
 - Captain Isenberg and Liberty dogs
 - KGID & fire hydrants
 - Wildfire Expo
 - Fire Adapted Communities
 - Fire & Family Wildfire Day
 - Open Burning is closed
 - Blood Drive
- **Public Education:**
 - High School Fire Science: Prevention module; Emergency Management and Fire Department field trips.

Meetings & Professional Development

- **Strategic & Board Leadership:**
 - Douglas County Board Meeting; First reading of title 20, Appendix B1 and B2
 - Board of Trustees
- **Specialized Committees & Planning:**
 - Public Safety Committees: Represented the department on the Pub Ed & CRR (Community Risk Reduction) Committee, and the Fire PIT. (Turner)
 - Regional Planning: Contributed to the Tahoe-Truckee Sustainable Recreation & Tourism bi-weekly coordination and the Logan Creek FAC meeting. (Turner)
- **Professional Development & Staff Training:**
 - Regular monthly K9 training (Rowlett)

Division Report – Wildland Fire and Fuels Division

Wildland Fire and Fuels Management Officer
Keegan Schafer

June 2026

Wildland Fire and Fuels Administration

- A new PO has been opened to allow TDFPD resources to continue clearing NV Energy corridors in the Carson Valley.
- NDF, NTCD, and TDFPD are finalizing the contract to start work on the Tranquility property.

Zephyr Crew Fuels Activities

- Zephyr Crew responded to the Summit Creek Fire in Idaho where they worked a full 14-day assignment.
- Zephyr Crew is currently performing fuels management in Carson Valley on NV Energy projects.
- The Spider Excavator has been subcontracted for East Fork Fire District working on a mastication project off Sierra Country Circle.

Shoreline Crew Fuels Activities

- Shoreline engines B-22 and B-24 have been assigned to respond to North Ops where they will be in staging for emergency response for Northern California.
- Shoreline is currently performing fuels management in the Carson Valley on NV Energy projects.

Special Recognition – Congratulations to Aaron Johnson who has transferred divisions and will now serve as a FF/EMTA on the line side.

A-Shift Division Report

Battalion Chief

Chris Lucas

May 2026

A-Shift Acknowledgements:

- FF Wesson and FF Saunders are in Phase 3 of their Paramedic accreditation.
- Chief Lucas and ENG Koeck received the new Narcotic Vault and have completed setting it up. We have been utilizing it and it is working well.

A-Shift Notable Calls:

- Responded to a car fire on Golf Club Dr.

Assignment Objectives:

- ENG Fording, CAPT Sanders, CAPT Petersen and Chief Cranch continue to work on the various modules of First Due to make it work for our department.
- ENG Koeck is actively managing our Narcotic inventory and working to finalize PIXIS. See update regarding Narcotic Storage below.
- CAPT Petersen overseeing Foster Saunders' probation.
- FF Gump, FF Wesson and CAPT Isenberg have been testing new hose for the high-rise packs.
- St25 crew working on maintenance needs.
- FF Gump and ENG McDonald assisting Apparatus Committee with new Type 1 engine
- ENG Koeck and CAPT Fine are working on putting a Rescue Swimmer Class together for August.
- CAPT Fine is working on completing his Boat Captain License. Summerized M24 and launched Jet Ski.
- ENG Steventon working on the Insurance Committee
- CAPT Fine and CAPT Petersen revising uniform policy and transitioning back to stocking uniforms at Station 23. New hats have been ordered.

EMS Division:

- Our new BDMedBank Narcotic Vault is in place and in service. Come to the supply room to check it out.
- We completed our EMS permit and training center renewal with the State of Nevada.
- Medi-Cal renewal is near completion.

B-Shift Division Report

Battalion Chief

Brandon Brady

May 2026

B-Shift Acknowledgements

- Congratulations to the Captain test takers and B-shift Act Capt Looney. A lot of hard work goes into preparing for these types of tests. The first regional promotional testing was a success with East Fork Fire, Carson City, and TD joining forces to conduct the promotional testing over 3 days.

B-Shift Notable Calls

- *All Calls common in nature*

Training Objectives completed (Department-wide)

- EMS Training – Respiratory, Environmental Emergencies
- TMCC Live Burn – we sent an engine and crew to assist
- Residential Search
- Quad County Haz Mat Skills
- Marine Scenario Training
- Silver State Women in Fire
- Sierra Front Interagency Drill Clear Creek – Wildland Fire Response
- ART, Target Solutions, taskbooks, PPE Inspections, BPG/SOG review

Assignment Objectives (Individual Training and projects on B-shift)

- Capts Norwood, Darr, and Isenberg are rotating through Acting BC roles
- Capt Norwood – Completed acting time in the role of C-shift BC and now assigned to st. 25
- Eng Looney and Chamberlain – Prepared for and took the Captains test.
- Eng Looney acting as Capt under guidance of Capt Wade at st 23.
- FF/PM Martland continues to be the lead instructor at the GWHS Fire Science program which wrapped up in early June.

Training and Special Operations Updates

- Battalion Chief promotional testing in coordination with East Fork coming in November.
- We are seeing indicators of a very busy wildland season with mutual aid response to a Wildland Fire in Carson City in May! East Fork Fire had two wildland fires this week. Wildland season isn't really a "season" anymore. April and May are typically heavy training months as we ramp up for the upcoming wildland season. A prediction out of Idaho showed a potential of over 8 million acres burned in the Western States. The "Super El Nino" may be more moisture but will also bring more lightning so fingers crossed for moisture coming with it.

C-Shift Report

Interim Battalion Chief

Mark Norwood

May 2026

C-Shift Acknowledgements

- Congratulations to Eng Apple and FF/PM Brown on passing the Captain test. The dedication and sacrifice these two (along with their crews) made has paid off.
- Capt Pratt and Capt Curtis Baker spent significant time mentoring and preparing Eng Apple and FF/PM brown for the Captain exam. Their contribution is very evident in the candidate's success.
- Thank you to 23 C and 25 C crews for providing an excellent tour of our district and the unique elements to a group of burn survivors from Illinois. This went well above what the group expected.
- Capt Pratt, Eng Weintz, and FF/PM Brown represented at the SSWIF event in Carson City.
- Capt Curtis Baker, Eng Apple, and FF/PM Schultz represented at the American Legion Memorial Day ceremony in South Lake Tahoe.
- All TDFPD personnel assisted with coverage of Lake Valley FD following passing of ENG Schnaible. Many also assisted with Honor Guard duties.

C-Shift Notable Calls

- 832 – Sepsis call requiring additional personnel. Transported by R-23 and E-23 crew.
- 872 – STEMI cardiac arrest with code 3 response to Carson Tahoe Hospital. ROSC by R-23 and E-23 crew.
- 1020 – Significant Head Trauma call at Cave Rock Boat Landing. Pt was intubated using Medication Assisted Intubation protocol and flown to Renown RMC via Air12.
- 1022 – Water rescue of struggling and hypothermic paddle boarder using M-123 off of Zephyr Cove.

Training Objectives

- Monthly PPE inspections and drills
- EMS: Pain Management, Sedation, and Medication Assisted Intubation
- Residential Search Training
- Marine Rescue Scenario Training
- Probationary task book training-FF/PM Schultz & FF/PM Lobato
- Driver training – FF/PM Fairley
- Company Officer Training – ENG Apple & FF/PM Brown

Facilities & Logistics

- District – Completion of Fire Extinguisher servicing.

Division Report
Operations – C-Shift
Dates of Report: 01 May – 31 May 2026



Review of Monthly Activities – May 2026

Bryce Cranch, Interim Fire Chief

Financial Summary:

US Bank

1. Checking Account
2. Payroll Clearing
3. Aviation Fund

4/30/2026	5/29/2026
\$498,470	\$1,322,123
\$0	\$0
\$8301	\$8301

Wells Fargo

1. Ambulance
2. Cafeteria Plan
3. Community Involvement

4/30/2026	5/29/2026
\$262,049	\$94,928
\$16,026	\$14,749
\$76,656	\$76,786

Edward Jones Investments

1. Money Market
2. CDs
3. Step-up Bonds
4. Fund - US Treasuries

4/30/2026	5/29/2026
\$287,967	\$295,714
\$694,022	\$693,356
\$571,382	\$568,582
\$250,017	\$248,746
Ending Balance: \$1,803,387	\$1,806,398

LGIP

Aviation LGIP

4/30/2026 (3.79%)	5/31/2026 (3.82%)
\$10,565,343	\$10,769,625
\$235,328	\$236,062

Post Retirement Trust

1. Wells Fargo
2. RBIF Investment

04/30/2026	5/29/2026
\$301,496	\$276,068
3/31/2026	4/30/2026
\$17,179,719	\$17,984,382

Financial Snapshot FY25-26

Disclosure – this is based on internal control documents utilized by staff for planning and may differ from prepared financial statements provided by David & Johnson as of month end.

INCOME (AS OF 6/16/2026, AMBULANCE REV. BASED ON PAYMENTS REC'D)		25-26 BUDGET AMOUNT	May BOT	June BOT	(95% of FY)
GENERAL		\$11,518,137	\$10,177,092	\$11,068,411	96%
CAPITAL		\$789,037	\$710,927	\$814,913	103%
SPECIAL SERVICE	Note: the district has decided not to transfer to this fund; which affects income #	\$137,000	\$64,160	\$64,340	47%
HEALTH		\$5,155,979	\$4,296,649	\$4,862,111	94%
ENTERPRISE		\$4,519,372	\$4,052,819	\$4,307,499	95%
FIRE SAFE		\$6,794,593	\$5,154,584	\$5,279,916	78%
	TOTAL ACTIVE FUNDS	\$28,914,118	\$24,456,231	\$26,397,190	91%
SICK LEAVE		\$131,494	\$128,967	\$130,961	99%
FIRE FLOW		\$79,700	\$75,000	\$75,000	94%
AVIATION		\$7,500,500	\$3,700	\$4,200	0.06%
	TOTAL OTHER FUNDS	\$7,711,694	\$207,667	\$210,161	0.03%
	ALL FUNDS INCOME	\$36,625,812	\$24,663,898	\$26,607,351	73%

EXPENSES (through 3/21/2026, wages through 6/12/2026)		25-26 BUDGET AMOUNT	May BOT	June BOT	(83% of FY)
GENERAL EXPENSES		\$14,623,838	\$11,698,652	\$13,835,549	94%
CAPITAL OUTLAY		\$1,360,000	\$888,382	\$898,896	66%
SPECIAL SERVICE		\$192,597	\$33,978	\$38,256	19%
HEALTH INSURANCE		\$2,200,000	\$1,403,679	\$1,923,223	87%
ENTERPRISE		\$4,790,495	\$2,617,766	\$2,881,953	60%
FIRE SAFE		\$7,753,615	\$4,408,569	\$4,715,268	61%
	TOTAL ACTIVE FUNDS	\$30,920,545	\$21,051,026	\$24,293,145	78%
SICK LEAVE		\$308,417	\$156,978	\$156,978	50%
FIRE FLOW		\$227,700	\$1,809	\$1,809	0.79%
AVIATION		\$4,203,600	\$5,516	\$5,516	0.13%
	TOTAL OTHER FUNDS	\$4,739,717	\$164,303	\$164,303	0.03%
	ALL FUNDS EXPENSES	\$35,660,262	\$21,215,329	\$24,457,448	68%

Finance Division Update

Carrie Nolting, Finance Manager

Lora French, Accounting Specialist II

- Budget – submitted final board approved budget to NV State Dept. of Taxation and Douglas County. Collaborated with Bill Johnson on FY26 Budget augmentations
- Negotiations – worked with Chief Cranch and Chief Schafer on Wildland CBA language, met with legal to discuss re-opener language
- UKG – continue working with Worldgate to update UKG to handle negotiated items that will go into effect in July including new incentives for BC's, possible incentives for WFF, Acting incentives, changes in accrual rules, payouts, etc. Lora had to build new rate tables for all employees to accommodate all negotiated and possible negotiated wage and incentive items. Also, processed a Worker's compensation reimbursements that covered three different payroll quarters, required re-opening quarters and changing quarterly reports to outside agencies, revising W2 and adjusting accruals for reimbursed time. (35 hrs. staff time)
- NetSuite (accounting software) – 9 implementation meetings this month. Walk throughs for Roles, Permissions, Fixed Assets, Grants. User Acceptance Testing started (32 hrs. staff time)
- NVPERS – enrolled seasonals
- First Due software – tested reports out of First Due for payroll purposes, ran concurrent time reports out of First Due and Crewsense as part of bi-weekly payroll processing
- Recruitment – reviewed Accounting Specialist applications, worked with HR Specialist Vindel on interview panel members and interview questions
- MediCal renewal – worked with Chief Lucas on MediCal renewal in new portal
- Insurance – met with Alan Reed regarding POOL renewal
- Training:
 - Government Accounting & Financial Reporting Key Concepts – Nolting
 - UKG – HR & Payroll Virtual Symposium – Nolting
 - Modernizing Minimum Qualifications – Nolting
 - UKG – Groups, Permissions, Security – French
- Payroll, NV PERS, AP, AR, PRT – ongoing

Attachments:

Sustainable Community Advocates

Thank You Letter

Thank You Letter

Shoreline Crew Community Work Days Kudos

May 2026

Truckee Meadows Fire Protection District

Station Visit – Illinois Fire Safety Alliance

Bob Fores – Tahoe Douglas Rotary Club President

Any Board Member wishing to discuss any of the above items, please contact me before the meeting on Wednesday.

Summary of Consultant Activities – May 2026

Steve Teshara, Principal

Sustainable Community Advocates

Key meetings (virtually, in person, or otherwise monitored) and activities during May:

- **Attend (via Zoom) May 6 meeting of “Team Tahoe” federal advocacy network.** Topics included: Status report- **Santini-Burton Modernization Act** is advancing more actively in the Senate (S. 3695), moving toward a bill “mark-up” session. Team Tahoe continues to advocate for hearings to begin in the relevant House Committees (H.R. 7255).
- **Continued tracking of the Administration’s plan to “reorganize” the U.S. Forest Service.**
- **Federal FY 2027 Appropriations for LTRA and other Tahoe Programs**
(Senate Interior mark-up and Senate Energy and Water mark-up)
- On-going coordination throughout the month with Devin Middlebrook, TRPA Government Affairs Manager re: both federal and state legislative Matters (Nevada and California).
- Participate in planning and plan to attend this year’s Pre-Tahoe Summit Briefing for key staff of federal and state lawmakers, scheduled for Tuesday, June 23. Note: The 30th Annual Tahoe Summit is set for the morning of Wednesday, August 19, at Sand Harbor Nevada State Park. This year’s host will be Nevada U.S. Senator Jacky Rosen.
- Attend and participate (in person) MAC/TFFT meeting May 26 at the D.W. Reynolds Building in Incline Village. Per MAC request, participate in a follow-up meeting May 27 (virtual). Prepare written materials for subsequent MAC/TFFT consideration.



May 18, 2026

Fire Chief Bryce Cranch
Tahoe Douglas Fire Protection District
P.O. Box 919
Zephyr Cove, NV 89448

Re: Support for Ryan and Danielle Rizzuto

Dear Fire Chief Bryce Cranch,

On behalf of the Truckee Meadows Fire Protection District, we wish to extend our deepest appreciation for the support your agency provided following the sudden loss of Battalion Chief Ryan Rizzuto and his wife, Danielle, on December 7, 2025.

During this incredibly difficult time, the partnership and solidarity shown by agencies like yours brought tremendous comfort to our personnel and the entire TMFPD family. Whether through providing station coverage, participating in the procession that brought Ryan and Danielle home, or offering resources and support in other meaningful ways, your actions ensured that our community continued to receive uninterrupted service while allowing our personnel the opportunity to honor our fallen brother and his wife.

The outpouring of compassion and unity demonstrated by your agency reflected the very best of the fire service and public safety community. Your support served as a reminder that none of us stand alone in times of hardship, and the strength of our shared mission connects us in ways that truly matter.

We are deeply grateful for your partnership, professionalism, and readiness to assist when we needed it most. Please know that if there is ever anything we can do to support your department in return, we stand ready to help in any way we can.

Please accept our heartfelt thanks for honoring Ryan and Danielle in this meaningful way. Your support will always be remembered by our agency and by the Rizzuto family.

With gratitude,

A handwritten signature in blue ink, appearing to read "R. J. Edwards".

Richard J. Edwards
Fire Chief

For the Tahoe Douglas Fire Protection District Firefighters,

I want to personally thank your organization for the kindness shown to our group of burn survivors when we visited Station 23 in mid-May of this year.

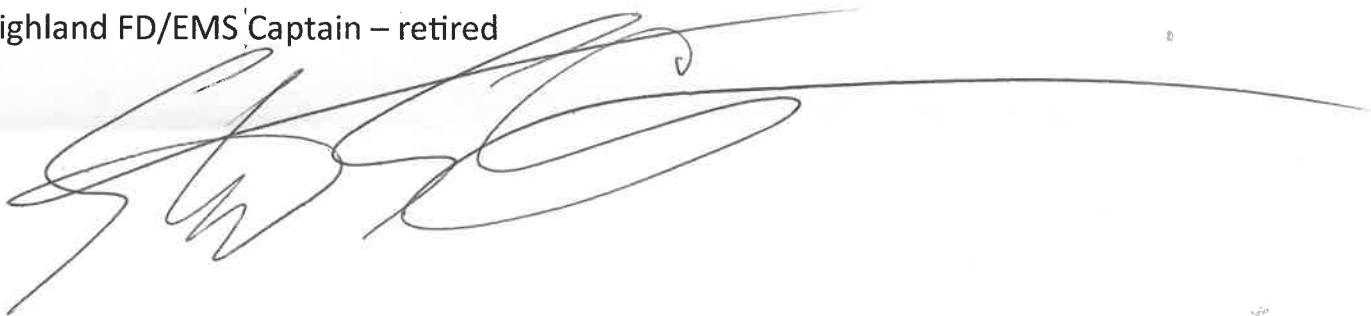
Leslie Metcalf, the Illinois Fire Safety Alliance program coordinator, was our lead on this trip and she was able to schedule a visit to your station. As a 34-year veteran of the fire service myself, I understand the importance of public relation activities such as this. I also know how difficult it can be to get department members to participate in such activities when our schedules can be so demanding. Your department went above and beyond for our survivors. I was truly impressed by the overwhelming participation by the members of the Tahoe Douglas FPD. The number of personnel present was impressive by itself, but additionally they were professional and gave an informative tour with great interaction with our group.

I had intended to bring some of my department patches to give to you that day but neglected to bring them with me. So please accept these to add to your collection as my way of saying thank you again for such a wonderful tour.

Keep doing what you do best, and Everybody Goes Home!

Stephen S. Clayton

Highland FD/EMS Captain – retired

A handwritten signature in black ink, appearing to read 'S. Clayton', with a long horizontal line extending to the right across the page.

----- Forwarded message -----

From: **Bob Fores** <bobf@tdrotary.com>

Date: Sun, Jun 7, 2026 at 11:33 AM

Subject: Re: Fuels Reduction at our home

To: Keegan Schafer <kschafer@tahoefire.org>

Cc: Bob Fores <bobf@tdrotary.com>, <mturner@tahoefire.org>, Greg Felton <GregoryRFelton@yahoo.com>

I gotta tell you your guys are great. Aaron and his crew are so nice, respectful and responsive. They are up here doing thinning around our house.



Thank you.

Bob Fores
President 2026-2027
[Tahoe Douglas Rotary Club](#)
Bobf@tdrotary.com
+1 (209) 345-4870

