DOUGLAS COUNTY, NV
Rec:$40.00
Total:$40.00
TAHOE DOUGLAS FIRE PROTECTION

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SHAWNYNE GARREN, RECORDER

APN# _____

Recording Requested by/Mail to:

Name: Tahoe Douglas Fire Protection District

Address: PO Box 919

City/State/Zip: Zephyr Cove, NV 89448

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Collective Bargaining Agreement - Tahoe Douglas Fire Protection District & Tahoe Douglas Professional Firefighters Local 2441 Wildland Unit

Title of Document (required)

Please complete the Affirmation Statement below:

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

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

-OR-

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

Kathy Donovan
Signature

Kathy Donovan
Printed Name

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

_____

_____

_____.

Collective Bargaining Agreement

Between

Tahoe Douglas Fire Protection District

And

Tahoe Douglas Professional Firefighters Local 2441

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	
Bryce Cranch	[signature]	Logan Ito	[signature]
Print Name	Signature	Print Name	Signature
Ben Wert	[signature]	Foster Saunders	[signature]
Print Name	Signature	Print Name	Signature
Daniel G. Kruger	[signature]	Andy Bewberg	[signature]
Print Name	Signature	Print Name	Signature
John Breaux	[signature]	Steve Prather	[signature]
Print Name	Signature	Print Name	Signature

Benjamin Thomson / Mike Monaghan

Print Name Signature Print Name Signature

Witnessed the 24 day of JUNE 2026.

By: Kathy Donovan Kathy Donovan

Print Name Signature

By: CARRIE NOLTING Carrie Nolting

Print Name Signature

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DIVISION I LEGAL

ARTICLE 1
RECOGNITION

SECTION 1 - Union recognition

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

Represented employees 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 wave this notification period. The second member requesting time off for the same time period may be granted with Fire Chief approval. Any unused Union Leave hours will be forfeited at the close of each fiscal year. All requests for Union Leave must be approved by the Union president or majority approval from the elected board.

SECTION 2 – Negotiation Committee Time

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

SECTION 3 – Grievance Time

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

SECTION 4 – Grievance Observation

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

SECTION 5 – Safety and Health Committee Time

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

SECTION 6 - Honor Guard

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

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

ARTICLE 8
VACATION

SECTION 1 – Vacation Accrual

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)

- 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 (¼) 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 Council 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.

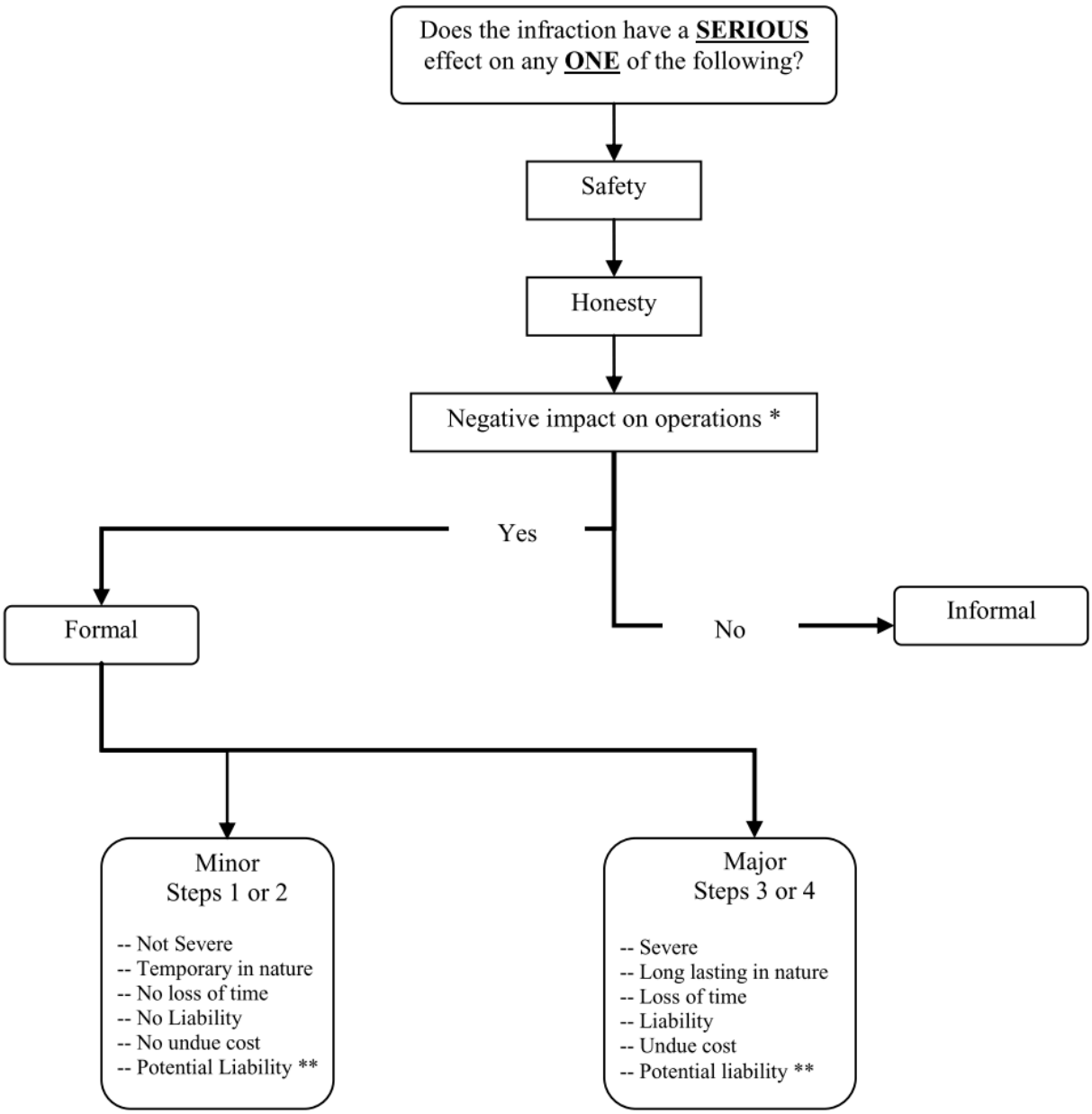
Theory: Since the Fire District is a publicly funded, service-oriented organization, its operations are constantly scrutinized. Infractions, which result in undue costs to the District, are counterproductive to the success of the Fire District's overall mission.

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:

Consequences if the required changes do not occur:

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 D

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, oxymorphone, 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)

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: _____