



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT STAFF REPORT

Board Meeting Date: May 6, 2025

DATE: April 25, 2025

TO: Truckee Meadows Fire Protection District Board of Fire Commissioners

FROM: Dale Way, Interim Fire Chief
Phone: (775) 326-6000 Email: dway@tmfpd.us

SUBJECT: Recommendation to (1) acknowledge the fact finder's non-binding Findings of Fact and Recommendations issued April 8, 2025, in accordance with NRS 288.200(8), regarding the collective bargaining impasse between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Firefighters Association, I.A.F.F. Local 2487 Non-Supervisory Unit; and (2) approve the Collective Bargaining Agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Firefighters Association, I.A.F.F. Local 2487 Non-Supervisory Unit, for a two-year retroactive term effective July 1, 2024, through June 30, 2026; with an estimated fiscal impact over the current Collective Bargaining Agreement of \$2,314,285 in Fiscal Year 2024-2025 and an additional \$1,685,382 in Fiscal Year 2025-2026 (Total estimated fiscal impact for the 2-year term is \$3,999,667), and if approved, authorize the Chair to sign the negotiated agreement on behalf of the Board. (All Commission Districts) FOR POSSIBLE ACTION

SUMMARY

In June 2022, the Board of Fire Commissioners (BOFC) approved the Collective Bargaining Agreement (CBA) between the Truckee Meadows Fire Protection District (TMFPD) and the Truckee Meadows Fire Protection District Firefighters Association, I.A.F.F. Local 2487 (L2487) Non-Supervisory Unit for a period of July 1, 2022, through June 30, 2024.

TMFPD and L2487 engaged in extensive labor negotiations for a successor CBA until the parties reached an impasse in May 2024. The labor dispute was submitted to an impartial fact finder pursuant to NRS 288.200, who issued her non-binding findings and recommendations regarding the dispute. Following the fact finder's decision, the parties engaged in further negotiations and tentatively agreed to the proposed CBA.

This is a recommendation to approve the proposed successor CBA between TMFPD and L2487's Non-Supervisory Unit. The proposed successor CBA is for a two-year retroactive term beginning July 1, 2024, through June 30, 2026; including a 8.75% salary adjustment in base wages effective July 1, 2024, a 5% increase in the amount employee can earn in career incentive pay; the implementation of a cap on the amount employees can earn in holiday

pay/compensatory time; a 10% increase in the payment of retiree-only health insurance premiums for employees with 10 or more years of service and a 30% increase in the payment of retiree-only health insurance premiums for employees with 20 or more years of service; the addition of bilingual pay for employees; and updated agreement language regarding rights of association, association business, promotions, overtime, call back compensation, occupational/job related injuries, retirement, discipline/discharge, seniority, and EMS pay.

PREVIOUS ACTION

April 24, 2012, the BOFC recognized I.A.F.F. Local 3895 (L3895) pursuant to NRS 288.160 as the exclusive bargaining unit for current employees as identified in Article 2 of the CBA between the Sierra Fire Protection District and L3895 which was assumed by the District on April 10, 2012.

Between October 28, 2014 and June 6, 2022, The BOFC has approved several CBA between TMFPD and L3895/L2487 Non-Supervisory Unit.

June 7, 2022, the BOFC approved the CBA between TMFPD and L2487 for the two-year term beginning July 1, 2022, through June 30, 2024. That CBA expired June 30, 2024.

BACKGROUND

In February of 2024, TMFPD and L2487 Non-Supervisory Unit began negotiations for a successor agreement to the 2022-2024 Non-Supervisory CBA. TMFPD and L2487 opened 22 articles during the process and met nine times over the next three months to discuss the articles. L2487 declared Impasse on May 14, 2024. Per the CBA and NRS 288.200, the disputed items were submitted to an impartial fact finder to make non-binding factual findings and recommendations. Between impasse and the scheduled fact-finding hearing, TMFPD and L2487 met two additional times in an attempt to reach a resolution, but the parties were unsuccessful. The fact finder held a hearing on January 29, 2025 and January 30, 2025. The fact finder issued her Findings of Fact and Recommendations (Decision) on April 8, 2025, which is attached to this report.

In her Decision, the fact finder made recommendations for a one-year successive CBA (from July 1, 2024 to June 30, 2025). The fact finder found that TMFPD's proposal on minimum constant staffing was reasonable and recommended no change to the current CBA language on minimum constant staffing in Article 16. The Fact Finder found that L2487's post-impasse proposal for a wage increase (Article 13) in the amount of 8.75% was reasonable and recommend that the parties adopt a salary increase in that amount. The fact finder determined L2487's career incentive proposal (Article 22) to increase the cap an employee could earn in career incentive to 15% and remove the \$10,000 monetary cap was reasonable and recommended that the parties adopt L2487's proposal. The fact finder concluded that TMFPD's pre-impasse proposal to implement a cap on the amount of time employees could accrue for holiday pay/compensatory time was reasonable and recommended that the parties adopt TMFPD's proposal. For retiree health insurance (Article 33 – Medical Plan), the fact finder concluded that TMFPD's pre-impasse proposal to pay 60% of the employees' retiree-only health premiums was reasonable and recommended that the parties adopt that proposal. With respect to retirement/PERS rate increases (Article 34), the fact finder recommended no change in contract

language to Article 34 because the PERS rate increases would not go into effect until after the expiration of a one-year agreement.

Following the Decision, TMFPD and L2487 met again on April 11, 2025, to review the fact finders' recommendations and were able to reach a settlement agreement on a 2-year successor CBA.

All of the changes to the previous agreement are attached to this report with a red-lined copy showing those changes. While many of the changes were to clear up language in the CBA, there were also changes to several economic articles. The parties reached Tentative Agreements on all issues. L2487's Non-Supervisory Unit voted and ratified the proposed CBA on April 27, 2025. The following is a summary explanation of the substantive changes to the CBA:

Article 2 – Recognition, Article 39 – Safety Equipment and Article 42 – Education Pay: The Wildland Unit Division created their own Barraging Agreement under L2487 effective July 1, 2024. These articles reflected that change in addition to updating the positions covered under the Supervisory Unit.

Article 3 – Duration: Retroactive term effective July 1, 2024, and shall continue until June 30, 2026.

Articles 6 – Rights of Association, Article 37 – Joint Labor Management Safety Committee, and Article 53 – Association Business: Administrative cleanup to combine union related business leave into one article, while leaving the rest of each article unchanged.

Article 13 – Salaries to include Appendix A: Includes a Salary Adjustment of Eight and three-quarters percent (8.75%) effective July 1, 2024.

Article 14 – Promotions: Updated the minimum seniority requirements for Captain and Engineers and added a new process for promotion to include Firefighter Paramedics.

Article 16 – Minimum Constant Staffing: No changes to current contract language.

Article 18 – Overtime and Article 19 – Call Back Compensation: Added defined chargeable and reimbursable timeframes for out of district assignments.

Article 22 – Career incentive: Employees who have completed a total of five (5) years or more of full-time service with the District shall be entitled to annual longevity pay at the rate of 1/2 percent of their base pay for each year of District service to a maximum of fifteen percent (15%); which is an increase of five percent (5%) and the removal of a ten-thousand-dollar (\$10,000) monetary cap.

Article 24 – Holiday Pay/Compensatory Time: Employees hired on or before June 30, 2024, are capped at earning Holiday Compensatory Time (HCT) at one thousand four hundred fifty-six (1456) hours for 56-hour employees and one thousand forty (1040) hours for 40-hour employees. Employees hired or promoted on or after July 1, 2024, are now capped at four hundred eighty (480)

hours for 56-hour employees and three hundred forty-three (343) hours for 40-hour employees, which is a change from an unlimited amount that employees could accrue.

Article 26 – Sick Leave: Opened and withdrawn by L2487.

Article 33 – Medical Plan: Employees who retire under NV PERS with a minimum of ten (10) years' service with the District are entitled to receive sixty percent (60%) of the premium for employee-only health insurance, which is a 10% increase over the benefit in the current CBA. Employees who retire under NV PERS with a minimum of twenty (20) years' service with the District are entitled to receive eighty percent (80%) of the premium for employee-only health insurance; which is a 30% increase under the current CBA.

Article 36 – Occupational/Job Related Injuries: Added clarifying language regarding eligibility for and the process for reopened claims. The pregnancy section was also removed from the CBA as this is covered under Federal Law and can be better defined in a TMFPD policy change.

Article 34 – Retirement: The District will pay 100% of employee's cost of a change to the contribution rate to the Nevada Public Employees retirement system (NV PERS) of up to three percent (3%) for Police Fire PERS and two percent (2%) for regular PERS. Any rate change contribution above those percentages will be split equally between the employee and District. This is a change from the District paying one hundred percent 100% of the contribution rate increases under the current language of the CBA.

Article 47 – Discipline/Discharge: Added language for verbal warnings to create consistency to corrective action processes.

Article 50 Seniority: Added clarifying language to the term seniority as it applies to employees and that seniority is only broken by Leave without Pay in excess of 30 days.

Article 58 – Specialty Pay: Opened to add Bi-Lingual pay; however, after consideration a new article was created (Article 60 – Bilingual Pay) and no changes were made to this article.

Article 59 – EMS Pay: Clarifying language regarding who receives Paramedic incentive and the eligibility hours to earn ALS Provider Pay was updated from two (2) or more shifts plus any additional hours worked to one (1) or more full shift only.

Article 60 – Bilingual Pay: Employees who are bilingual and meet certain criteria will be eligible for additional pay.

FISCAL IMPACT

The fiscal impact of the CBA is an approximate increase over the current CBA of \$2,314,285 in Fiscal Year 2024-2025 (FY24/25) and an additional \$1,685,382 in Fiscal Year 2025-2026 (FY25/26). The total estimated fiscal impact of the proposed 2-year CBA is \$3,999,667.

Fiscal Year 24/25 is broken down as follows:

Salaries: Estimated increase of \$1,555,479 over the current CBA.

Retirement: Estimated increase of \$677,798, which includes costs on salaries and longevity, over the current CBA.

Longevity Pay: Estimated increase of \$57,272 over the current CBA.

Payroll Taxes: Estimated increase of \$23,736 over the current CBA.

Fiscal Year 25/26 is broken down as follows for current approved positions:

Salaries: Estimated increase of \$1,082,240 over the current CBA.

Retirement: Estimated increase of \$539,783, which includes costs on salaries and longevity, over the current CBA.

Longevity Pay: Estimated increase of \$47,378 over the current CBA.

Payroll Taxes: Estimated increase of \$15,981 over the current CBA.

Costs for Future Years, Post FY26:

The proposed CBA will have long-term fiscal impacts that extend beyond the two-year term of the agreement. Below is a summary:

Medial Plan for Retirees: The additional subsidy for retiree health insurance premiums provided under the proposed CBA will require costing by an actuary. During fact finding, the District obtained a cost estimate for an increased subsidy to 75% which was estimated to increase the annual actuarially determined contribution to the OPEB plan by \$408,450. Accordingly, the increase to 80% is expected to be slightly higher. Due to the timing of actuarial valuations, this increase will be included in the Fiscal Year 2026-2027 budget.

Holiday Pay/Compensatory Time: In addition, the proposed CBA increases long-term liabilities by approximately \$643,940 including compensated absences and Other Post employment Liabilities.

Fiscal Conclusion:

The total cost is expected to remain within the FY24/25 budget due to offsets from vacancies. Costs for FY25/26 will be included in the FY25/26 budget but are expected to strain the budget when compounded with the scheduled PERS increase. FY25/26 costs will be partially offset by not filling staff vacancies.

RECOMMENDATION

Staff recommends that the BOFC: (1) acknowledge the fact finder's non-binding Findings of Fact and Recommendations issued April 8, 2025, in accordance with NRS 288.200(8), regarding

the collective bargaining impasse between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Firefighters Association, I.A.F.F. Local 2487 Non-Supervisory Unit; and (2) approve the Collective Bargaining Agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Firefighters Association, I.A.F.F. L2487 Non-Supervisory Unit, for a two-year retroactive term effective July 1, 2024, through June 30, 2026; with an estimated fiscal increase over the current Collective Bargaining Agreement of \$2,314,285 in Fiscal Year 2024-2025 and an additional \$1,685,382 in Fiscal Year 2025-2026 (Total estimated fiscal impact for the 2-year term is \$3,999,667), and authorize the Chair to sign the negotiated agreement on behalf of the Board.

POSSIBLE MOTION

Should the Board agree with staff's recommendation a possible motion would be:

"I move to acknowledge the fact finder's non-binding Findings of Fact and Recommendations issued April 8, 2025; and approve the Collective Bargaining Agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Firefighters Association, IAFF Local 2487 Non-Supervisory Unit, for a two-year retroactive term effective July 1, 2024, through June 30, 2026 with an estimated fiscal increase over the current Collective Bargaining Agreement of \$2,314,285 in Fiscal Year 2024-2025 and an additional \$1,685,382 in Fiscal Year 2025-2026 (Total estimated fiscal impact for the 2-year term is \$3,999,667), and authorize the Chair to sign the negotiated agreement on behalf of the Board."