

**AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENT BETWEEN
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT BOARD OF FIRE
COMMISSIONERS AND ALEX KUKULUS**

This Amendment No. 1 to the EMPLOYMENT AGREEMENT dated July 16, 2019 by and between the Truckee Meadows Fire Protection District Board of Fire Commissioners hereinafter referred to as “TMFPD” or “Employer” and Alex Kukulus, hereinafter referred to as “Employee” is made and entered effective October 6, 2020, both of whom do hereby agree as follows:

WHEREAS, Employer in a public meeting held on July 16, 2019 entered into an EMPLOYMENT AGREEMENT; and,

WHEREAS, Employer in a public meeting held on October 6, 2020 acted to amend the compensation of the Employee to include call-back compensation when approved by the Fire Chief, retroactive to July 1, 2020; and,

NOW THEREFORE, with full incorporation of all recitals set forth above, it is agreed between the parties to amend the EMPLOYMENT AGREEMENT as follows:

Section 3 SALARY, Paragraph 2 of the EMPLOYMENT AGREEMENT is amended to read as follows:

A. The Employee is not eligible for Overtime Pay, however, in recognition of the requirement that Employee may be required to respond to emergency situations outside of a 40-hour workweek, Employee may earn “Compensatory Time” OR “Call-Back Pay” at straight-time on an hour-for-hour basis, in quarter-hour increments, for time responding to emergency calls after working 40 hours in the workweek.

B. The workweek is defined as 12:01 a.m. Monday through 12:00 midnight Sunday. Holiday pay, Annual leave, and Sick Leave do not count toward the 40-hour threshold for compensatory time eligibility.

C. Any “Compensatory Time” or “Call-Back Pay” accrual must be authorized and requested by the Fire Chief. “Call-Back Pay” must meet NV PERS rules.

[This Section left blank intentionally]

D. "Compensatory Time" may not be accrued in excess of 240 hours. Upon separation from employment, Employee shall be compensated at his regular rate for all accrued and unused compensatory time hours.

E. This Agreement is made effective retroactively on July 1, 2020.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

EMPLOYEE

ALEX KUKULUS

Date

BOARD OF FIRE COMMISSIONERS
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Bob Lucey, Chair

Date

ATTEST:

Washoe County Clerk