

**AMENDMENT NO. 3 TO THE EMPLOYMENT AGREEMENT BETWEEN
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT BOARD OF FIRE
COMMISSIONERS AND LOREN D. WAY**

This Amendment No. 3 to the EMPLOYMENT AGREEMENT entered into on January 21, 2020, by and between the Truckee Meadows Fire Protection District Board of Fire Commissioners (hereinafter referred to as “TMFPD” or “Employer”) and Loren D. Way, (hereinafter referred to as “Employee” or “Way”) is made and entered effective January 7, 2024, both of whom do hereby agree as follows:

WHEREAS, Employee is the Deputy Chief of Fire Prevention for the Truckee Meadows Fire Protection District, and a written employment agreement, terminating on December 31, 2025, between the parties was approved by the Board of Fire Commissioners on January 21, 2020, and, amended on October 1, 2020, and on September 6, 2022, and,

WHEREAS, the Employer and the Employee desire to Extend the term of the Employment Agreement and amend other conditions and benefits as set forth herein.

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

1. Section 2.A of the Employment Agreement is amended to read as follows:

2. TERM AND TERMINATION

A. TERM

This agreement amends Way’s current term, the term begins on January 7, 2025, and terminates at 11:59 pm on March 31, 2030, unless sooner terminated at the will of the Employer or Employee as provided herein

2. Section 3.A and 3.B, 3.C of the Employment Agreement is amended to read as follows:

3. SALARY

A. SALARY

Employee shall be paid a base annual salary of \$217,672.60 effective July 1, 2022. On each anniversary of the effective date of the original Agreement, the Fire Chief shall consider Employee’s performance. Following the evaluation conducted pursuant to paragraph 7, the annual salary of Employee may be adjusted by the District consistent with the cost-of-living adjustment provided to all other unclassified and non-represented employees of the District. In addition, following the evaluation conducted pursuant to paragraph 7 below, Employee’s salary may be increased for performance by up to 5% of Employee’s then current salary for a

maximum of 3 total merit increases for the term of the employees contract (to include amendments) within the classification of Deputy Chief.

B COMP TIME OVERTIME AND/OR CALL-BACK PAY

In recognition of the requirement that the Employee may be required to respond to emergency situations outside of a 40-hour work week, the Employee may earn Compensatory Time, Overtime at Straight Time, or Call-Back Pay (in accordance with respective PERS policies) on an hour-for-hour basis, in quarter-hour increments, for time responding to emergency calls after working 40 hours in the work week. Any Comp Time accrual, Call-Back Pay, or Overtime at Straight Time paid for emergency situations must be authorized or requested by the Fire Chief.

B.1 The work week 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.

B.2 Compensatory Time may not be accrued in excess of 240 hours. Compensatory time beyond 240 hours shall not be accumulated or recorded. Upon termination of employment, employee shall be compensated at his regular rate for all accumulated and unused compensatory time hours. The payments shall be made as the employee shall direct, whether to deferred compensation account, cash out, or combination thereof as allowed by law.

C. PAYOUT UPON SEPARATION

Employee will continue to accrue, and may use, leave as stated in the Agreement. However, upon separation from the District, Employee will receive a cash payout at his current hourly rate of his accumulated leave up to a maximum of 2500 hours. The payments shall be made as the employee shall direct, whether to deferred compensation account, cash out, or combination thereof as allowed by law.

3. Section 3.D is added to the Employment Agreement and reads as follows:

3. SALARY

D. LONGEVITY

Employee shall be entitled to annual longevity pay at the rate of one-half of one percent (.50%) (.0050) of the annual base pay for each year of continuous service with the District up to a maximum amount of twenty-six thousand dollars (\$26,000). Eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be affected in equal semiannual installments payable on the first payday of June and December immediately following a determination of eligibility. If the employee retires prior to the due date of the semi-annual payment, the amount of payment shall be prorated.

4. Section 4.B of the Employment Agreement is amended to read as follows:

4. BENEFITS

B. Employer shall pay one hundred percent (100%) of Employee group medical plan, including health, dental, and vision, and, should Employee elect dependent coverage, Employer shall pay fifty percent (50%) of the premium for such coverage, unless waived by the employee. To be eligible for any retiree health benefits, an employee's retirement date with PERS and the District must be within one (1) day of each other, while still meeting eligible year requirements as listed within this agreement.

1. Employee retiring under PERS with a total of ten (10) years of continuous District will receive coverage where the District pays sixty percent (60%) of the premium for employee-only health insurance described in Paragraph A above.
2. Employee retiring with a total of twenty (20) years of consecutive District service, will receive one hundred percent (100%) of the premium for employee-only health insurance described in Paragraph B, above.
3. Under these plans, Medicare will be the primary insurer once the covered employee becomes Medicare-eligible.

5. Section 6 of the Employment Agreement is amended to read as follows:

6. RETIREMENT

Employee shall remain enrolled in the Nevada State Public Employees Retirement System (PERS) - Regular option. Employer shall pay the Employee's contribution to PERS in the same fashion as non-represented employees of the District. Pursuant to NRS 286.421, when an employer-paid contribution plan has a contribution rate adjustment, the District shall absorb 100% of the contribution rate of up to a 2% increase, the District will split equally the remaining increase above the 2% in the same manner as the other non-represented employees of the District.

6. Section 13.A of the employment agreement shall be amended to read as follows:

13. LEAVE

A. Employee shall be entitled to twelve (12) paid eight (8) hour Holidays per year pursuant to NRS 236.015. Employee shall not accrue Holiday Comp time.

7. Section 13.E of is added to the Employment Agreement and reads as follows:

13. LEAVE

E. Upon separation from the District, Employee will receive a cash payout at his current hourly rate of his accumulated leave up to a maximum of 2500 hours.

8. All other terms and conditions of the Employment agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 7th day of January 2025.

EMPLOYEE

Loren D. Way

Date

**BOARD OF FIRE COMMISSIONERS
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

Alexis Hill, Chair

Date

ATTEST:

Washoe County Clerk