

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement”) is made and entered into on this ____ day of November, 2018, by and between the Truckee Meadows Fire Protection District (“District”) and the International Association of Firefighters, Local #2487 (“Union”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, effective July 1, 2014, the Parties entered into a negotiated Agreement through June 30, 2018 (“Agreement”); and,

WHEREAS, on or about October 4, 2015, the Union filed Grievance #15-009 alleging a violation of Article 42(F) of the Agreement by the District asserting Captains and Fire Equipment Operators were in long-term assignments to perform Advanced Life Support (“ALS”) and were required to be compensated as described in Article 42(F); and,

WHEREAS, the Parties have agreed to resolve Grievance #15-009 on the terms set forth below.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. For the time period beginning October 4, 2015, and concluding April 1, 2018 Article 42(F) shall be interpreted as follows:
 - A. Any employee employed at the rank of Captain or Fire Equipment Operator (“FEO”) who worked as the sole Advanced Live Support (“ALS”) provider on an apparatus for five (5) or more full shifts in an Fair Labor Standards Act (“FLSA”) period shall receive the differential of pay between the top step of a 2912 Firefighter and the top step of the 2912 Firefighter/Paramedic for all hours worked as the sole ALS provider.
 - B. No employee employed at the rank of Captain or FEO who worked as the sole ALS provider on an apparatus for less than 5 full shifts in an FLSA period shall receive the differential of pay for any hours so worked.
 - C. In any circumstance where more than one employee worked as an ALS provider on an apparatus, the lower ranking employee shall be the employee who performed ALS duties during that shift and shall be the employee who receives the differential of pay. If two employees are the same rank, the employee with less seniority with the District shall be the employee who performed ALS duties during that shift and shall be the employee who receives the differential of pay.

D. For purposes of calculating the differential of pay, the employee shall be paid at the hourly rate and at the differential of pay in effect as of the date that the employee worked as the sole ALS provider.

2. Beginning April 2, 2018 Article 42(F) shall be interpreted as follows:

- A. Any employee employed at the rank of Captain or Fire Equipment Operator who works as the sole ALS provider on an apparatus for 2 or more full shifts in a pay period shall receive the differential of pay between a top step 2912 Firefighter and top step of 2912 Firefighter/Paramedic for all hours worked as the sole ALS provider.
- B. No employee employed at the rank of Captain or Fire Equipment Operator who works as the sole ALS provider on an apparatus for less than 2 full shifts in a pay period shall receive the differential of pay for any hours so worked.
- C. In any circumstance where more than one employee works as an ALS provider on an apparatus, the lower ranking employee shall be the employee who performed ALS duties during that shift and shall be the employee who receives the differential. If two employees are the same rank the employee with less seniority with the District shall be the employee who performed ALS duties during that shift and shall be the employee who receives the differential. For every hour for which the employee is entitled to the differential in pay the employee shall be paid at the hourly rate and at the differential in effect on the day the employee worked as an ALS provider.

3. For the purposes of this Settlement a full shift shall be defined as one twenty-four hour period beginning 8:00 a.m. and concluding at 7:59 a.m. the next day.

4. For the purposes of this Settlement only, an FLSA period shall begin at 12:01 am on the first day of the 24 day District shift calendar and shall conclude at 12:00 am midnight on the 24th day of the District's shift calendar. A payroll period shall be a 14-day period beginning Monday at 12:01 a.m. and ending on Sunday at 12:00 midnight as depicted on the District's payroll calendar.

5. Term and Ratification. This Settlement becomes effective upon the date last ratified by the Executive Board of the Union and the Board of Trustees of the District.

6. General Provisions.

(a) Governing Law. The laws of the State of Nevada govern the validity, construction, performance and effect of this Settlement, without regard to conflicts of law.

(b) Integration Clause. This Settlement constitutes the final agreement of the Parties. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Settlement are expressly merged into and superseded by this Settlement.

IN WITNESS WHEREOF, the Parties have set their hands and seals:

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

By: _____
Chairman

Date: _____

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #2487

By:  _____
Vice President

Date 11/05/2018