

## **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** is made and entered into this 16<sup>th</sup> day of July, 2019 by and between the Truckee Meadows Fire Protection District Board of Fire Commissioners, hereinafter referred to as “District” or “Employer”, and Alex Kukulus, an individual, hereinafter referred to as “Employee”, both of whom do hereby agree as follows:

**WHEREAS**, Employer and Employee express their desire to fill the position of Deputy Fire Chief of Operations, an at will position with the District, and the Employer expresses their desire to appoint Alex Kukulus as its Deputy Fire Chief of Operations; and,

**WHEREAS**, it is the desire of Employer to provide certain benefits and to describe certain conditions of employment and working conditions of Employee as set forth herein; and,

**WHEREAS**, it is the desire of Alex Kukulus to accept the position of Deputy Fire Chief of Operations as set forth herein; and,

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

### **1. DUTIES OF EMPLOYEE**

Employer hereby appoints Employee, and Employee agrees to serve, as an at will Employee, to the position of Deputy Fire Chief of Operations for Truckee Meadows Fire Protection District and as such will perform the duties and have the responsibilities as set forth in the attached job class specification. Employee will perform other legally permissible and proper duties as the Fire Chief shall assign from time to time including acting as the Fire Chief in his absence.

### **2. TERM AND TERMINATION**

#### **A. TERM**

This Agreement begins retroactively on July 1, 2019 and terminates at 11:59 p.m. July 31, 2021, unless sooner terminated at the will of the Employer or Employee as provided herein.

#### **B. TERMINATION BY EMPLOYEE**

Employee may terminate this Agreement at any time by giving 30 days’ notice, at which point Employer may require immediate termination but shall pay the Employee 30 days’ pay and benefits in lieu of the notice and require immediate termination of employment.

#### **C. TERMINATION BY EMPLOYER**

As Employee is employed as an at will employee of the District, Employer may terminate this Agreement and Employee’s employment at any time and may require immediate termination

of the Employee but the Employer shall pay the Employee six months' salary as severance pay upon termination.

Employee shall not be entitled to severance pay if Employer terminates Employee, in part or in total, for conviction of a crime involving moral turpitude and/or if Employee engages in conduct which constitutes a violation of law or policy governing the conduct of public officers. Nor shall Employee be entitled to severance pay at the conclusion of the term of this Agreement.

#### **D. DUTIES AND RIGHTS UPON TERMINATION**

Upon termination of employment, Employee shall (i) immediately cease doing any business of the employer, (ii) leave the premises and (iii) return all equipment, files, documents, keys, identification cards, credit cards, and property belonging to Employer. If Employee is given pay in lieu of notice as described above, Employee shall remain available for consultation during the pay in lieu period.

### **3. SALARY**

Employee shall be paid a base annual salary of \$170,144.00. On each anniversary of the effective date of this 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 not to exceed the maximum of the established range of the position.

Employee is not eligible for Overtime, however in recognition of the requirement that Employee may be required to respond to emergency situations outside of a 40-hour work week, Employee may earn compensatory time 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 work week. 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. 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 District agrees that 240 hours of the Employee's Compensatory time bank of 480 total hours shall be paid to the employee at the rate equal to the Employee's pay rate as of June 30, 2019. In addition, Employee shall be paid for sick leave in excess of 1000 hours as of January 1, 2020 at the rate equal to the Employee's pay rate as of June 30, 2019. The payment shall be made as the employee shall direct, whether to deferred compensation account, cash out, or combination thereof as allowed by law.

Employee shall be entitled to annual longevity pay at the rate of .50% (.0050) of the base pay for each year of continuous service with the District up to a maximum of \$15,000 annually. Eligibility

for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected 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. BENEFITS**

A. Employee's compensation and benefits shall not be reduced at any time during the term of this Agreement except (i) to the degree that District requires an across the board reduction of salaries related to unclassified non represented employees (ii) if Employee is incapacitated and cannot perform his duties hereunder and has exhausted available leave; or (iii) as a result of disciplinary action for professional malfeasance, violation of law, or violation of the policies or directives of Employer.

B. Employer shall pay 100% of Employee group medical plan, including health, dental and vision, and, should Employee elect dependent coverage, Employer shall pay 50% of the premium for such coverage, unless waived by the employee. Upon retirement, the District shall pay 50% of the premium for employee only health insurance described above.

C. Any and all examinations required by the Nevada Revised Statutes relating to District employment which are performed by a District designated physician will be paid by the District at no cost to the employee. There will be no loss of pay or any accrued leave to the employee, if as a result of the physical examination, further testing is required. Any additional costs for testing shall be paid by the District.

D. It is the responsibility of the Employee, at the District's expense, to obtain an annual physical examination for the "Heart and Lung Bill" provisions of NRS Chapters 616A through D and 617.

E. Employee is eligible to participate in the deferred compensation program that District has implemented (currently Voya).

F. Employer will purchase \$25,000 of life insurance for employee.

#### **5. EXCLUSIVE EMPLOYMENT**

Employer agrees that the District shall be his sole employer and that Employee shall not engage in any other employment of any kind, including independent contractor work.

#### **6. RETIREMENT**

A. Employee shall remain enrolled in the Nevada State Public Employees Retirement System (PERS) - Police/Fire option, if eligible. 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

Employee shall be required to cost share 50% in the contribution rate, including contribution rate increases in the same manner as the other non-represented employees of the District.

## **7. EVALUATIONS**

A. The Fire Chief, with Employee's input, agrees to adopt priorities and expectations for Employee and the Fire Chief agrees to do so each year thereafter so long as this agreement is in effect. The Fire Chief's adoption of priorities and expectations for Employee shall coincide with Employee's evaluation as provided in paragraph B below. The priorities and expectations may be added to or deleted as the Fire Chief may determine, after consultation with Employee.

B. Each year prior to or as near as possible to the anniversary date of this Agreement, the Fire Chief will review and evaluate Employee's performance. The evaluation shall be based upon priorities and expectations as developed and provided for in Paragraph A above.

## **8. VEHICLE AND USE**

Employee will be issued a District vehicle and Employee may use the vehicle in accordance with District policy. The employee shall be allowed home storage of the vehicle. In the event that Employee is required by the Fire Chief to use a personal vehicle for the conduct of District business, Employee will be reimbursed for each mile traveled at the current rate established by the current applicable IRS rate of the Board of Fire Commissioners, whichever is greater.

## **9. UNIFORM ALLOWANCE**

Employee shall receive a clothing or uniform allowance in the amount of \$1,000.00 annually, payable in two (2) equal semi-annual installments. The District shall one time reimburse the Employee for the cost of a Class A (Dress Uniform) in an amount not to exceed \$900.

## **10. REPAIR/REPLACEMENT OF PERSONAL PROPERTY**

Employee shall be reimbursed for the cost of repairing or replacing authorized and necessary personal property which is damaged or destroyed if such personal property is lost at fires or related emergencies in the performance of his duties. The list of authorized personal property shall include and be limited to eyewear, watches, contact lenses, and other personal items approved by the Fire Chief. Reimbursement amounts shall be limited to two hundred dollars (\$200.00) per claim and two thousand (\$2,000.00) per calendar year.

## **11. NOTICES**

When required by the Agreement, notice by Employee shall be in writing and shall be by personal service by the District Fire Chief, or sent by regular mail to the Fire Chief, in which case notice shall be deemed effective on the date of the mailing.

When required by the Agreement, notice by Employer shall be by personal service on Employee, or sent by regular mail to Employee, in which case notice shall be deemed effective on the date of mailing.

## **12. LEAVE**

A. Employee shall be entitled to eleven (11) paid eight (8) hour Holidays per year pursuant to NRS 236.015.

B. Employee shall accrue 5 hours of sick leave per pay period.

C. Employee shall accrue 8.21 hours of vacation time per pay period. No more than 240 hours of vacation leave may be carried forward at the end of the calendar year. Amounts in excess of 240 hours as of the end of the payroll period encompassing December 31<sup>st</sup> shall be forfeited with the following exception: If Employee, on or before October 15, requests permission to take annual leave and the employee's request is denied for any reason, the employee is entitled to payment for any annual leave in excess of 240 hours which the employee requested to take and which the employee would otherwise forfeit as the result of the denial of the employee's request.

D. Upon termination of employment, Employee shall be compensated at his hourly base rate of pay for all accumulated and unused vacation time, holiday comp time, and sick leave hours.

## **14. DISTRIBUTION OF COMPENSATION DUE TO DECEASED EMPLOYEE**

If employee dies while owed compensation by the District, the employer agrees that such compensation, to include wages, payment for accrued vacation leave, comp time, holiday comp time, and payment for sick leave cash out shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

## **15. PROFESSIONAL DEVELOPMENT**

The Employer agrees to pay for reasonably necessary required emergency medical technician expenses. All reasonably required safety equipment shall be provided at the expense of the employer. At the approval of the Fire Chief, Employer agrees to pay for seminars and training programs directly related to improving the employee's proficiency in performing the assigned duties of Deputy Fire Chief. Reimbursable expenses shall include fees for seminars and training, lodging, meals, and transportation.

## **16. LABOR RELATIONS**

Employee shall not have the ability to enter into "side agreements" with any of the Labor Associations recognized by the District.

**17. WAIVER**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

**18. APPLICABLE LAW AND EXCLUSIVE FORUM**

The Parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The Parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

**19. SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

**20. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Parties and may only be modified by a written amendment signed by all Parties hereto and executed with the same formalities as this Agreement.

**IN WITNESS WHEREOF**, The Parties have executed this Agreement this 16<sup>th</sup> day of July, 2019.

**EMPLOYEE**

\_\_\_\_\_  
Alex Kukulus

\_\_\_\_\_  
Date

**FIRE CHIEF**

\_\_\_\_\_  
Charles A. Moore

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Vaughn Hartung, Chair

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy District Attorney

\_\_\_\_\_  
Date