

**AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENT BETWEEN  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT BOARD OF FIRE  
COMMISSIONERS AND LOREN D. WAY**

This Amendment No. 1 to the EMPLOYMENT AGREEMENT dated 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” is made and entered effective October 6, 2020, both of whom do hereby agree as follows:

**WHEREAS**, Employer in a public meeting held on January 21, 2020 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” 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**

\_\_\_\_\_  
Loren D. Way

\_\_\_\_\_  
Date

BOARD OF FIRE COMMISSIONERS  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

\_\_\_\_\_  
Bob Lucey, Chair

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Washoe County Clerk