

**NON-SUPERVISOR AGREEMENT BETWEEN THE
CITY OF NORTH LAS VEGAS
AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS'
Local #1607**

July 1, 2007 through June 30, 2013

PREAMBLE

This Agreement is made by and between the City of North Las Vegas, Nevada, a local government employer, hereinafter referred to as "City" and the International Association of Fire Fighters, Local#1607, a local government employee organization, hereinafter referred to as "Union".

Agreement Between the City of North Las Vegas and the International Association of
Firefighters Local #1607. July 1st 2007 through June 30th 2013

ARTICLE 1.	GENDER, NUMBER, AND TENSE	1-3
ARTICLE 2.	RECOGNITION	2-4
ARTICLE 3.	NO STRIKE	3-6
ARTICLE 4.	PAYROLL DEDUCTION OF DUES	4-7
ARTICLE 5.	UNION BUSINESS.....	5-8
ARTICLE 6.	DISCRIMINATION	6-10
ARTICLE 7.	BULLETIN BOARDS	7-11
ARTICLE 8.	ADMINISTRATIVE REGULATIONS, STANDARD OPERATING GUIDELINES, PREVAILING RIGHTS, AND MANAGEMENT RIGHTS	8-12
ARTICLE 9.	MEMORANDUM OF UNDERSTANDING	9-15
ARTICLE 10.	AUTHORIZED OUTSIDE AGENCY DEPLOYMENT AND PARTICIPATION 10-16	
ARTICLE 11.	JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM.....	11-17
ARTICLE 12.	STAFFING	12-18
ARTICLE 13.	UNIFORM SAFETY AND MAINTENANCE	13-19
ARTICLE 14.	HOURS	14-20
ARTICLE 15.	NO PAY	15-22
ARTICLE 16.	ANNUAL LEAVE.....	16-23
ARTICLE 17.	SICK LEAVE	17-27
ARTICLE 18.	BEREAVEMENT LEAVE.....	18-29
ARTICLE 19.	MILITARY LEAVE	19-30
ARTICLE 20.	UNUSED SICK LEAVE.....	20-31
ARTICLE 21.	JURY DUTY.....	21-32
ARTICLE 22.	CONVERSION.....	22-33
ARTICLE 23.	SICK LEAVE SELL-BACK HOURS	23-34
ARTICLE 24.	NON-DISCIPLINARY PAID LEAVE.....	24-36
ARTICLE 25.	HOLIDAYS	25-37
ARTICLE 26.	INSURANCE/BENEFITS	26-40
ARTICLE 27.	ANNUAL PHYSICALS.....	27-42
ARTICLE 28.	ASSIGNMENTS.....	28-43
ARTICLE 29.	SENIORITY	29-45
ARTICLE 30.	EXCHANGE OF TIME	30-46
ARTICLE 31.	PROMOTIONS.....	31-47
ARTICLE 32.	REDUCTIONS IN FORCE.....	32-50
ARTICLE 33.	CORRECTIVE AND DISCIPLINARY ACTION	33-51

Agreement Between the City of North Las Vegas and the International Association of
Firefighters Local #1607. July 1st 2007 through June 30th 2013

ARTICLE 34.	GRIEVANCE PROCEDURE	34-56
ARTICLE 35.	DEFERRED COMPENSATION.....	35-58
ARTICLE 36.	EDUCATIONAL INCENTIVE PAY	36-59
ARTICLE 37.	ANNUAL WAGE INCREASE	37-61
ARTICLE 38.	PERS (RE-OPENER)	38-62
ARTICLE 39.	CALL-BACK PAY.....	39-63
ARTICLE 40.	OVERTIME PAY	40-64
ARTICLE 41.	EMS INCENTIVE PAY	41-65
ARTICLE 42.	WORKING OUT OF CLASSIFICATION.....	42-66
ARTICLE 43.	STANDBY PAY	43-67
ARTICLE 44.	LONGEVITY	44-68
ARTICLE 45.	SPECIALTY PAY.....	45-69
ARTICLE 46.	BILINGUAL PAY.....	46-70
ARTICLE 47.	SAVINGS CLAUSE.....	47-71
ARTICLE 48.	SCOPE AND DURATION OF AGREEMENT.....	48-72

Article 1. GENDER, NUMBER, AND TENSE

Section 1.01 *Gender, Number, and Tense*

(A) In accordance with NRS 0.030, except as otherwise expressly provided in a particular statute or required by the context:

- (1) The masculine gender includes the feminine and neuter genders.**
- (2) The singular number includes the plural number, and the plural includes the singular.**
- (3) The present tense includes the future tense.**
- (4) The use of a masculine noun or pronoun in conferring a benefit or imposing a duty does not exclude a female person from that benefit or duty. The use of a feminine noun or pronoun in conferring a benefit or imposing a duty does not exclude a male person from that benefit or duty.**

Article 2. RECOGNITION

Section 2.01 Recognition

(A) The City recognizes the Union as the exclusive bargaining agent for all employees covered under this Agreement. It is further agreed that the Union shall also represent any employees within classifications created by the City after June 30, 2007 that are within the community of interest of the employees within this bargaining unit. New positions created within the community of interest of the employees within the bargaining unit shall be added to the list in Section 2 of this Article.

Section 2.02 Classifications

- (A) The Fire Chief, Union President, and Director of Human Resources shall establish minimum qualifications for new classifications within the bargaining unit.**
- (B) The Fire Chief, Union President, and Director of Human Resources shall agree upon any content changes to existing classifications.**
- (C) The City and the Union agree that employees within the following classifications are represented by the Union and shall comprise the bargaining unit hereunder:**
- (1) 53F Firefighter Trainee**
 - (2) 50F Firefighter**
 - (3) 54F Fire Engineer**
 - (4) 54F Fire Prevention Inspector**
 - (5) 55F Sr. Fire Prevention Inspector**
 - (6) 62F Fire Prevention Supervisor**
 - (7) 60F Fire Captain**

- (8) 61F Fire Training Officer**
- (9) 61F Health Care Coordinator**
- (10) 60F Fire Investigator**
- (11) 60F Fire Protection Specialist**
- (12) 50F Fire Equipment Service Specialist**
- (13) 56F Firefighter Paramedic**

Article 3. NO STRIKE

Section 3.01 No Strikes

- (A) The union agrees to have no strikes in accordance with the definition set forth by NRS 288.070.**

Article 4. PAYROLL DEDUCTION OF DUES

Section 4.01 Deduction of Dues and Assessments

- (A) Upon written request of the employee, the City is authorized and agrees to deduct bi-weekly dues and assessments (with items that may include but are not limited to PacFund, Disability Insurance, Active Retiree Dues, etc...) each pay period in an amount certified current by the Secretary-Treasurer of the Union.**
- (B) The City shall deposit deducted dues to the bank account of the Union in a bank designated by the Union's Secretary-Treasurer no later than seven days after the end of each pay period.**
- (C) This authorization for payroll deduction of dues and assessments shall remain in full force and effect during the term of this Agreement unless the member subsequently requests in writing the withdrawal of the original authorization.**
- (D) Should any controversy arise regarding such deductions, the Union will hold the City harmless from any liability incurred by the City, which is directly or indirectly related to such controversy by virtue of the wrongful application or misapplication of the check-off clause.**

Article 5. UNION BUSINESS

Section 5.01 Union Business Leave

- (A) Executive board officers of the Union may be granted leave from duty with full pay. Leave requests must be submitted in writing twenty-one calendar days prior to departure or with as much advance notice as possible. With the exception of the Union President, union business leave with less than twenty-one days notice shall be granted provided, that when leave is taken, said leave would not create overtime for the time it is scheduled.**
- (1) The union president shall have no limit on the amount of hours they may use. The executive board members shall have a total of one thousand hours to use annually. Union business leave shall be used in increments of eight hours. At the discretion of the Union President, two hundred of the one thousand hours may be used by the members of Local 1607.**
- (2) A Union Officer or member may accept a callback, or scheduled overtime and attend Union functions, but shall not receive overtime or callback pay for the period of time the Union Officer or member is participating in Union functions. A Union Officer shall not be penalized for denying a mandatory overtime if it conflicts with Union Business.**
- (B) The City shall not pay overtime rate of pay to any member for time expended conducting Union affairs.**

Section 5.02 *Negotiations*

- (A) All members of the negotiating committee shall be allowed time off without loss of pay or any accrued leave for all meetings mutually set by the City and the Union. The negotiating committee shall consist of the Local 1607 Executive Board.**

Section 5.03 *Grievance*

- (A) All Union members of the grievance committee or the employees seeking a settlement through the grievance procedure shall be granted time off for all meetings, without loss of pay or any accrued leave. Said meetings shall be set at a time mutually agreed upon by the City and the Union.**

Article 6. DISCRIMINATION

Section 6.01 Employee Rights - Non-discrimination

- (A) The City and the Union agree not to discriminate against any employee for his/her activity on behalf of, or membership or non-membership, in the Union.**
- (B) The parties recognize and support the City's Anti-discrimination policies and practices.**
- (C) The City, the Union, and any other party bound by this Agreement shall each apply the provisions of this Agreement equally to all employees in the Union without discrimination as to race, color, religion, sex, age, physical or mental disabilities, national origin, or as defined by state or federal law.**

Article 7. BULLETIN BOARDS

Section 7.01 Bulletin Boards

- (A) The City agrees to furnish and maintain space for suitable bulletin boards as presently provided in each station and work area to be used by the Union.**

Section 7.02 E-Mail

- (A) A Union Executive Board Member may also correspond and post notices to its members on the City's e-mail system using City provided computers. The Union shall not post or e-mail any materials which are obscene, defamatory, inflammatory, or discriminatory. A Union Executive Board Member must approve all e-mail communications and all items posted on Union bulletin boards otherwise they shall not be considered union business and are subject to department/City policy.**

Article 8. ADMINISTRATIVE REGULATIONS, STANDARD OPERATING GUIDELINES, PREVAILING RIGHTS, AND MANAGEMENT RIGHTS

Section 8.01 Administrative Regulations and Standard Operating Guidelines

- (A) The City and the Union agree that the applicable Administrative Regulations and Standard Operational Guidelines do not change or delete the articles of this contract. The Fire Department will post all Administrative Regulations and Standard Operational Guidelines on the Fire Department common Drive as maintained by the IT Division a minimum of five days before the effective date and will provide said notice of change to all employees under the same terms. Notice shall be disseminated to NLVFD personnel through E-mail.**

- (B) The City and the Union recognize that the matters covered by Administrative Regulations and Standard Operating Guidelines may include matters which are not subject to mandatory bargaining under the provisions of NRS 288. The City and the Union also recognize that these Administrative Regulations and Standard Operational Guidelines are subject to change by the Fire Chief provided, however, that subjects of mandatory bargaining are negotiated.**

Section 8.02 Prevailing Rights

- (A) All rights, privileges, and working conditions enjoyed by the employees of the bargaining unit at the present time which are not included in this Agreement shall remain in full force unless changed as hereinafter provided in this Article. The prevailing rights shall include, but not be limited to, the use of kitchen utilities and utensils, lounge areas, televisions, recreational time and exercise periods, use of coffee machines and telephones; the free use of cups and newspaper services; the right to work on personal vehicles after normal working hours subject to the approval of the supervisor.**

- (B) In the event the City intends to change an Administrative Regulation, Standard Operational Guideline or Prevailing Right,**

it shall send a copy of such change to the Union, and if no objection is communicated by the Union to the City within two calendar weeks of receipt of said proposed change, the change shall become effective. Any timely objection raised by the Union shall be discussed with the City and if the objection cannot be resolved, the dispute shall be subject to the grievance procedure set forth in this contract.

Section 8.03 *Management Rights*

- (A) Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:**
- (1) The rights to hire, direct, and assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.**
 - (2) The right to reduce in force or layoff any employee because of lack of work or lack of money**
 - (3) The right to determine:**
 - a) Appropriate staffing levels and work performance standards, except for safety considerations;*
 - b) The content of the workday, including without limitation work load factors, except for safety considerations;*
 - c) The quality and quantity of services to be offered to the public; and*
 - d) The means and methods of offering those services*
 - (4) Safety of the public**
- (B) Notwithstanding the provisions of this collective bargaining agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster, civil disorder, weapons of mass destruction, acts of terrorism, and declared and undeclared states of emergency. Those actions may include suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the**

- provisions of this subsection must not be construed as a failure to negotiate in good faith.**
- (C) The Union recognizes and declares the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner with the best interests of all citizens, its taxpayers and its employees.**
- (D) The City is not precluded, but is not required to negotiate subject matters outside the scope of mandatory bargaining as enumerated in NRS Chapter 288.150. The City shall discuss subject matters outside the scope of mandatory bargaining as enumerated in NRS Chapter 288.150, but it is not required to negotiate those matters.**

Article 9. MEMORANDUM OF UNDERSTANDING

Section 9.01 *Memorandum of Understanding*

- (A) A Memorandum of Understanding (MOU) shall be recognized as an amendment to an active agreement and shall expire at commencement of the next agreement, unless otherwise specified.**

Article 10. AUTHORIZED OUTSIDE AGENCY DEPLOYMENT AND PARTICIPATION

Section 10.01 Participation Coverage

- (A) The Fire Chief or their designee shall have sole authorization to approve participation or deployment.**
- (B) The Union and the City recognize that employees covered by the non-supervisory Collective Bargaining Agreement may participate as members of the authorized outside agency.**
- (C) The Union and the City agree that when employees covered by the agreement are utilized for outside agency exercises, mobilization drills or emergency deployments are entitled to all benefits provided through the Collective Bargaining Agreement.**
- (D) The Union and the City agree that injuries or illness incurred by employees of the Collective Bargaining Unit while performing outside agency related duties will be covered by the worker compensation benefits of the city.**

Article 11. JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

Section 11.01 Agreement

- (A) It is the desire of the City and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate job related accidents, death, injuries, and illness in the fire service. The City and the Union agree to abide by the safety and health guidelines in the City Safety Manual.**

Section 11.02 Appointment of Personnel

- (A) The City and the Union shall each appoint one member to the City's Safety Committee. This Committee will meet at least monthly and discuss safety and health conditions. The duties and responsibilities of the Safety Committee member are outlined in the City's Safety Manual.**
- (B) The Fire Chief shall appoint one Safety Coordinator who shall be responsible for duties as defined in the City Safety Manual.**

The Safety Coordinator will meet bi-monthly with the Committee to discuss safety and health issues, training status, self-inspections, and discuss accident/injury trend analysis. On duty Safety Committee members will be allowed to attend Committee meetings when meeting jointly with management, and attend any inspection or investigation of safety or health problems in the Fire Department without loss of pay.

Article 12. STAFFING

Section 12.01 Designation of Apparatus

- (A) The Fire Chief or their designee shall designate whether an apparatus is "in service" and its classification.**
- (B) In the event there is an absence of an assigned member from an "in service" unit, that unit may operate at a reduced staffing level for no longer than four hours. For purposes of this article, "in service" is defined as a unit to which personnel are assigned.**

Section 12.02 Minimum Staffing of "In Service" Apparatus

- (A) The Fire Department shall staff each "in service" Engine, with a Captain or Acting Captain, Engineer or Acting Engineer, Firefighter, and Firefighter Paramedic with the exception of the following:
 - (1) Engine 52 shall be staffed daily with a firefighter paramedic after January 1st 2008.**
 - (2) Engine 56 shall be staffed daily with a firefighter paramedic after July 1st 2008.****
- (B) The Fire Department shall staff each "in service" Truck with a Captain or Acting Captain, Engineer or Acting Engineer, two Firefighters, and one Firefighter Paramedic. The exception shall be Truck 52, which shall be staffed daily with a firefighter paramedic after January 1st 2009.**
- (C) The Fire Department shall staff each "in service" Rescue with one Firefighter and one Firefighter Paramedic.**
- (D) The Fire Department shall staff each Peak Activity Unit (PAU) according to the aforementioned guidelines.**
- (E) The Fire Department shall staff each Air Resource/Rehab Unit (Squad) with an Engineer or Acting Engineer, and one Firefighter.**

Article 13. UNIFORM SAFETY AND MAINTENANCE

Section 13.01 Supply

(A) All protective clothing, protective devices, work uniforms and dress uniforms required of employees in the performance of their duties shall be furnished without cost to the unit by the City.

Section 13.02 OSHA

(A) All protective clothing shall meet or exceed the OSHA Standard criteria on protective clothing for Structural Fire Fighting.

Section 13.03 Maintenance

(A) The City shall provide the following uniform maintenance allowance bi-annually to all uniformed personnel to maintain work uniforms. Payment of uniform maintenance allowance shall be by separate check on the first payday on or after December 1st and June 1st.

December 2007	\$375.00
June 2008 and December 2008	\$400.00
June 2009 and December 2009	\$425.00
June 2010 through expiration of contract	\$450.00

(B) The City shall no longer supply personal towels and linens effective December 1st, 2007.

Section 13.04 Cleaning

(A) The City shall provide washers and dryers for laundering contaminated uniforms.

Article 14. HOURS

Section 14.01 Non-Suppression Personnel

- (A) Full time employees shall be required to work ten hours a day, forty hours per week, two thousand eighty hours per year. The workday shall consist of ten consecutive hours, including at least a one-half hour on-call lunch. The workweek shall consist of any four consecutive ten hour days out of seven calendar days

Section 14.02 Suppression Personnel

- (A) Full time employees shall work twenty-four hours on duty, twenty-four hours off duty, twenty-four hours on duty, twenty-four hours off duty, twenty-four hours on duty followed by ninety-six hours off duty. A calendar day ends at midnight (2400) hours. A shift shall be a period of twenty-four hours.
- (B) 56-hour employees shall be paid for 116.778 hours a pay period at their hourly wage. These hours represent an extrapolation of FLSA and hours worked over a nine pay period cycle.
- (C) The City and Local 1607 agree that a committee will be formed to evaluate the aforementioned proposal between the dates of May 2009 and July 2009. The evaluation shall examine the financial impact, staffing efficiency, and equivalence in overtime.
- (D) If the evaluation is determined to be unacceptable for either the City or Local 1607, then the contract shall revert to the following language.
- (1) Full time employees shall work twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty followed by ninety-six (96) hours off duty. A calendar day ends at midnight (2400) hours. Employees shall be paid on an hours worked/hours paid basis. A shift shall be a period of twenty-four (24) hours.

Section 14.03 Schedule Changes

(A) When an employee's scheduled shift is permanently modified, adjusted or changed, the Union and Human Resources Director or Assistant City Manager shall "meet and confer" prior to implementation. The City shall present a written outline of material business changes at least thirty days prior to such change. Schedules may be changed from time to time by the City if business conditions materially change, but only for the duration of such conditions. When this occurs, the City shall "meet and confer" with the Union at least ten calendar days prior to such schedule changes. An employee may petition the Fire Chief for approval of a short-term shift adjustment and will notify Local 1607 of the change.

Article 15. NO PAY

Section 15.01 Accruals on "No Pay" Status

- (A) There shall be no leave time accrual for employees absent for more than thirty consecutive calendar days while on a "no pay" status except in accordance with the Family and Medical Leave Act. All leave is subject to the approval of the Fire Chief or their designee with Annual Leave approved in advance.**

Article 16. ANNUAL LEAVE

Section 16.01 Annual Leave

(A) Annual leave is provided to members of this bargaining unit. Absences not specifically covered by other provisions of this contract may be chargeable to annual leave to the extent it has been accrued.

(1) Employees shall be eligible to take annual leave after completion of one year of continuous full time service or upon approval of the Fire Chief or their designee.

Section 16.02 56 Hour Employees Accrual

(A) All employees assigned a 56-hour workweek during their first year of employment with the City shall accrue vacation benefits at the rate of five 24 Hour shifts per year. This will be accrued at a bi-weekly rate of 4.6154 hours.

(B) All employees assigned a 56-hour workweek at the start of their second year of employment with the City shall accrue vacation benefits at the rate of eight 24 Hour shifts per year. This will be accrued at a bi-weekly rate of 7.3846 hours.

(C) All employees assigned a 56-hour workweek at the start of their sixth year of employment with the City shall accrue vacation benefits at the rate of ten 24 Hour shifts per year. This will be accrued at a bi-weekly rate of 9.2308.

(D) All employees assigned a 56-hour workweek at the start of their eleventh year of employment with the City shall accrue vacation benefits at the rate of twelve 24 Hour shifts per year. This will be accrued at a bi-weekly rate of 11.0769.

(E) All employees assigned a 56-hour workweek at the start of their sixteenth year of employment with the City shall accrue vacation benefits at the rate of fourteen 24 Hour shifts per year. This will be accrued at a bi-weekly rate of 12.9231.

Section 16.03 40 Hour Employee Accrual

- (A) All employees assigned a 40-hour workweek during their first year of employment with the City shall accrue vacation benefits at the rate of ten 10 hour shifts per year. This will be accrued at a bi-weekly rate of 3.8461.
- (B) All employees assigned a 40-hour workweek at the start of their second year of employment with the City shall accrue vacation benefits at the rate of twelve ten hour shifts per year. This will be accrued at a bi-weekly rate of 4.6154.
- (C) All employees assigned a 40-hour workweek at the start of their sixth year of employment with the City shall accrue vacation benefits at the rate of sixteen 10 hour shifts per year. This will be accrued at a bi-weekly rate of 6.1538.
- (D) All employees assigned a 40-hour workweek at the start of their eleventh year of employment with the City shall accrue vacation benefits at the rate of twenty 10 hour shifts per year. This will be accrued at a bi-weekly rate of 7.6923.
- (E) All employees assigned a 40-hour workweek at the start of their sixteenth year of employment with the City shall accrue vacation benefits at the rate of twenty-two 10 hour shifts per year. This is accrued at a bi-weekly rate of 8.4615.

Section 16.04 Maximum Accrual

- (A) 56 Hour employees shall be allowed to accrue a maximum of 560 hours of annual leave.
- (B) 40 Hour employees shall be allowed to accrue a maximum of 400 hours of annual leave.

Section 16.05 Separation

- (A) Employees with more than one year's service who are separated from employment are entitled to payment for unused annual leave up to the allowable maximum accrued.

Section 16.06 56 Hour Allowable Annual Leave Positions

(A) 56 Hour personnel shall be allowed to have the following amount of employees off per shift on annual leave.

Total 56 Hour Employees	Employees Per Shift	67% of One Classification
120	6	4
140	7	5
160	8	5
180	9	6
200	10	7
220	11	7
240	12	8
260	13	9
280	14	9
300	15	10

- (1) No more than 67% (2/3) of allotted annual leave positions can be occupied by any one classification during vacation selections. During the course of the year, open annual positions shall be filled “first come, first serve” regardless of classification.**
 - (2) The minimum amount of time a 56 hour employee may take off shall be six hours.**
- (B) If there is a vacation cancellation, movement from the standby list to scheduled time off can be done.**

Section 16.07 40 Hour Allowable Annual Leave Positions

- (A) 40 Hour personnel shall be allowed to have the following amount of employees off per shift on annual leave. These are minimum numbers and they can be increased at the Fire Chief or their designee's discretion. The City and Union understand that as new positions are created there will be a need to increase the amount of individuals allowed to utilize their annual leave on a given day.**
- (1) Training Division – two (2) personnel for three (3) positions, three (3) personnel for five (5) positions**
 - (2) Fire Prevention Inspectors - No more than 50% of the personnel assigned to report to work that day.**
 - (3) Plans review - 1**
 - (4) Engineering - 1**
 - (5) Fire Investigator - 1**
 - (6) Fire Equipment Specialist - 1**
 - (7) Community Liaison - 1**
 - (8) EMS Coordinator - 1**
 - (9) Administrative Captain - 1**

Article 17. Sick Leave

Section 17.01 Sick Leave Use

- (A) All employees who are incapacitated from the performance of their duties by illness or injury, or whose attendance is prevented by public health requirements may be granted sick leave with pay to the extent the employee has it accrued. When sick leave has been depleted, accrued leave can be used. Annual leave shall not be used in place of sick leave unless approved by the Department Head or designee. The City and the Union agree to abide by the Family and Medical Leave Act (FMLA) as set forth in City policy.
- (B) An employee may also be granted sick leave with pay for any illness of an employee or spouse's immediate family member. An immediate family member of an employee or spouse shall be defined as spouse, children (including adopted, step, or foster relationships), mother, father, brother, or sister.

Section 17.02 Accumulation

- (A) Sick leave with pay will be granted only to those employees who have been employed with the City on a full-time basis for a period of two (2) consecutive months. Sick leave will be accumulated bi-weekly prorated in accordance with the shift hours assigned to the employee with no limit on accrual.
- (1) Those assigned to a twenty-four (24) hour shift will accrue twenty-four (24) hours per month.
- (2) Those assigned to a ten (10) hour shift will accrue ten (10) hours per month.

Section 17.03 Modified Duty

- (A) An employee incapacitated due to an injury that is not work related may, at the discretion of the Fire Chief or their designee, and with the treating physician's statement of work restriction(s) be placed on modified duty assignment within the

City. The employee shall be paid at their current wage for hours worked in a forty-hour work week. When an employee is assigned to modified duty, time accrued and charged shall be subject to the conversion factor between suppression and non-suppression personnel. While on modified duty, the employee shall participate in department level training or classes that other fire personnel are undergoing, as long as the class activities do not pose any risk to the employee.

(B) The City and the Fire Department recognize pregnancy as a normal occurrence in a woman's life and therefore establish this policy to implement the provision of modified duty assignments for female employees that are pregnant. Once notification has been made to the City of their pregnancy, the employee shall be removed from suppression duties upon their request. The employee shall have the option of being assigned to modified duty or begin using their leave time. This duty will be assigned at their current wage for hours worked in a forty-hour work week.

Article 18. Bereavement Leave

Section 18.01 Bereavement Leave

- (A) A 56 hour employee may be granted a maximum leave of up to three (3) shifts, and a 40 hour employee may be granted a maximum leave of up to four (4) shifts off with pay for death of an employee or spouse's immediate family member. An immediate family member of an employee or spouse shall be defined as spouse, children (including adopted, step, or foster relationships), mother, father, brother, sister or grandparent.**

- (B) One day of the absence must be used for attendance of service. Such leave will not be deducted from an employee's leave bank; however, it is non-accruable and not compensable if unused.**

Article 19. Military Leave.

Section 19.01 Military Leave

(A) Required military leave will be provided according to Federal law. Voluntary military leave time will be charged to annual leave and is subject to the provisions of annual leave.

Article 20. Unused Sick Leave

Section 20.01 Unused Sick Leave

- (A) Upon separation from the City, employees with ten (10) years City service whose original hire date is June 30, 1985 or earlier shall be compensated at their separation pay rate (plus longevity) for any unused accumulation of sick leave.**
- (B) Upon separation from the City, employees with ten (10) years City service, whose original hire date is on July 1, 1985 or later shall be compensated at their separation pay rate (plus longevity) for seventy-five percent (75%) of their unused accumulated sick leave.**
- (C) In the event of a job-related death, compensation for any unused accumulation of sick leave will be paid to the beneficiaries designated on the employee's Designation of Beneficiaries form, regardless of service time or original hire date.**

Article 21. JURY DUTY

Section 21.01 Jury Duty

(A) Eligible employees called to serve on jury duty on a normally scheduled work day shall receive their regular pay and retain all jury pay.

- (1) Those employees called and selected to serve on jury duty shall not report back to work until the Judge has excused them.**
- (2) Those employees called but not selected to serve on jury duty shall report back to work when excused.**

Article 22. Conversion

Section 22.01 Conversion

- (A) For the purpose of calculating leave payoffs, the provisions under which the employee is governed at the time of separation will be the basis for that calculation. Date of service, for that purpose, shall be the original hire date with the City.**

- (B) There will be a conversion for those employees whose work schedules had changed from twenty-four hour shifts, three days out of nine, to a work week consisting of four consecutive days or from four consecutive days to a twenty-four hour shift (three of nine). The conversion will be based on the relative ratio of the number of hours involved.**

Article 23. Sick Leave Sell-Back Hours

Section 23.01 Eligibility requirements

(A) An employee may elect to sell back unused sick hours once annually providing they meet all the following eligibility requirements

(1) 56 Hour Work Week

- a) For the purpose of calculating payment of sick leave hours, employees must earn and maintain seven hundred twenty (720) hours (three (3) months' accrued bank) to be eligible for a sell-back. Sell-back hours may not reduce the sick bank below the seven hundred twenty (720) hour minimum.*
- b) On the first pay day of November of each year, employees with a minimum seven hundred twenty hour (720) sick leave bank, may sell back to the city at the employee's current pay rate plus longevity, one half their sick leave accrued in that year above seven hundred and twenty (720) hours. The year will be calculated from October 1st through September 30th.*
- c) Annual accrual will be computed as the maximum accrual minus hours used. One half of that computation is eligible for sell back.*

Example:

720 Hours	Minimum sick leave bank
288 Hours	Annual accrual
40 Hours	Sick leave used
248 Hours	Total accrual that year
124 Hours	Maximum sell back hours

(2) 40 Hour Work Week

- a) For the purpose of calculating payment of sick leave hours, employees must earn and maintain four hundred eighty (480) hours (three (3) months' accrued bank) to be eligible for a sellback. Sell back hours may not reduce the sick bank below the four hundred eighty (480) hour minimum.*
- b) On the first pay day of November of each year, employees with a minimum four hundred eighty hour (480) sick leave bank, may sell*

back to the city at the employee's current pay rate plus longevity, one half their sick leave accrued in that year above four hundred (480) hours. The year will be calculated from October 1st through September 30th.

Example:

480 Hours	Minimum sick leave bank
120 Hours	Accrued per year
60 Hours	Maximum sell back hours per year

- c) *Annual accrual will be computed as the maximum accrual minus hours used. One half of that computation is eligible for sell back.*

Example:

480 Hours	Minimum sick leave bank
120 Hours	Annual accrual
40 Hours	Sick leave used
80 Hours	Total accrual that year
40 Hours	Maximum sell back hours

- (B) All sick leave hours listed above are based on full-time employment without any break in service.**
- (C) All requests for sick leave sellback must be submitted to the Fire Department timekeeper by October 5th of each year.**

Article 24. NON-DISCIPLINARY PAID LEAVE

Section 24.01 Non-Disciplinary Paid Leave

(A) At the discretion of the Fire Chief or their designee and in concurrence with the City Manager or their designee, an employee may be placed on non-disciplinary paid leave. This leave is typically used during an investigation or as the Fire Chief deems appropriate.

Article 25. HOLIDAYS

Section 25.01 Received Holidays

(A) Each employee shall receive holidays during each calendar year in accordance with NRS 236.015

(B) The holidays covered under this agreement are:

January 1 st	New Years Day
Third Monday in January	Martin Luther King Jr.'s Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
Last Friday in October	Nevada Day
November 11 th	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	Family Day
December 25 th	Christmas Day
Floating Holiday	Received on the employee's Birthday

(C) If January 1, July 4, October 31, November 11 or December 25 fall upon a:

- (1) Sunday, the Monday following must be observed as a legal holiday.**
- (2) Saturday, the Friday preceding must be observed as a legal holiday.**

(D) The term referred to as "holiday" is defined for purposes of this Agreement as the day of observance in accordance with NRS 236.015. No other calendar day (celebrated day) shall be considered as a legal holiday, except the day nationally designated as Columbus Day and one floating holiday (awarded on the employee's birthday) shall be recognized as additional holidays.

Section 25.02 Payment of Holidays

(A) In accordance with NAC 284.526(2), an employee working other than a standard (5-day) workweek is entitled to the same number of paid holidays as an employee working the equivalent (but other than 5-day standard workweek).

- (1) Employees shall elect to either be paid for holidays or to accrue them at the rate of twelve (12) hours of holiday pay for a twenty-four (24) hour shift or prorated in accordance with the shift hours assigned to the employee, i.e. 8-hour shift accrues 8 hours, 10-hour shift accrues 10 hours, etc. Suppression personnel may accrue a maximum of three hundred twelve (312) hours of holiday time. All hours in excess of three hundred twelve (312) will be paid to the employee in the second pay periods of February and August. Non-suppression personnel who work a ten (10) hour day will accrue or be paid at the ten (10) hour rate per holiday and may accrue a maximum of two hundred fifty (250) hours of holiday time. If it is necessary for the department head to deny the employee's request, the employee should be advised of the reason in writing.**
- (2) Any forty-hour employee shall receive the day off, at regular pay, plus half of their regular shift's pay to be accrued or paid as**

holiday pay. If the holiday does not occur on their regularly scheduled work day, they shall receive half of their regular work day pay as holiday pay to be accrued or paid. Example 1: If the employee normally works a 10 hour shift on Monday and it is a holiday, the employee shall receive the day off at regular pay and receive 5 hours of holiday pay which they may choose to bank or have paid. Example 2: An employee is off on Friday and it is a holiday, the employee would receive 5 hours of holiday pay to be banked or accrued.

- (B) An employee required to work on a holiday will be paid at straight time and shall accrue the holiday.**
- (C) The Fire Chief or designee for budgetary and staffing planning purposes may require the employee to give between a month's to a year's advance notice of the employee's intent to request holiday time off. If it is necessary to deny the employee's request, the Fire Chief or his designee should advise the employee of the reason in writing.**
- (D) Subject to the approval of the Fire Chief or designee, accrued holiday time may be taken off in conjunction with the employee's annual leave.**

Article 26. INSURANCE/BENEFITS

Section 26.01 Life Insurance

- (A) The City shall provide twenty thousand dollars (\$20,000.00) life insurance protection with double indemnity for accidental death for each Union employee.

Section 26.02 Health Benefits

- (A) The City shall provide a health benefit package, which is identical to the plan in force for the City's Elected, Appointed, and Confidential employees (medical, dental, vision, and Cafeteria Plan). The City shall establish a premium cost each renewal cycle and establish a cost the City will pay towards insurance and a cost the employee may pay under a shared program. It is the goal of the City to keep the program cost neutral or at a minimal cost when cost sharing is necessary.
- (B) Premiums for dependent coverage under the City plan are paid through the Internal Revenue Code Section 125 Cafeteria Plan. All Union employees are eligible to participate in the Plan. No health benefits shall be paid after an employee is on no-pay status for thirty (30) calendar days, except for FMLA situations.
- (C) The Local 1607 president or their designee shall sit on the City insurance committee.

Section 26.03 Liability

- (A) The City shall provide liability insurance protection for each employee of the Bargaining Unit through a contract for insurance or a self-insurance fund to cover accidents occurring while in the performance of official duties, regardless of fault.

Section 26.04 Self-Insurance (Workers' Compensation)

- (A) All employees shall receive all benefits in accordance with Nevada State Industrial insurance Act, the Nevada Occupational Diseases Act, and the Occupational Safety and Health Act.

- (B) An employee injured on the job and determined by the treating physician to be temporarily totally disabled shall be placed on industrial insurance. Commencing on the first day post injury, the City will pay to the employee an amount equal to the difference between the insurance compensation received and 100% of the employee's premium wages until the employee is released to the Return to Work Program or the treating physician gives permanent restrictions.**
- (C) Return to Work Program - An employee injured on the job may be employed in Temporary Work Assignments within the City. The treating physician in concert with the primary physician shall determine the duties and number of hours per day the employee is able to perform. The number of hours specified shall be considered a "work day", and the employee shall be paid one hundred percent (100%) of his current pay grade for each day worked. (Example: If it is determined that an injured employee can only work five (5) hours per day of their ten (10) hour work day, payment will be made as if the employee worked the entire ten (10) hours.) When an employee is assigned to modified duty, time accrued and charged shall be subject to the conversion factor between suppression and non-suppression personnel.**
- (D) While temporarily totally disabled, the ambulatory employee is required to submit a completed form and report in person to the Workers' Compensation Division of the Human Resources Department on a weekly basis. If an employee is physically unable to report in person, the Workers' Compensation Division will make special arrangements. The employee is not to leave the geographical area without the approval of the Department Head or designee.**

Article 27. ANNUAL PHYSICALS

Section 27.01 Annual Physicals

(A) Research shows that there are higher instances of cancer amongst firefighters. Annual physicals shall be consistent with current NRS statutes. In addition, and as a method of early detection and prevention, annual physicals shall include:

- (1) Prostate Specific Antigen (PSA) (Employee option through health care insurance)**
- (2) Blood Chemistry to include CBC with differential count, which checks for leukemia**
- (3) Skin Cancer Screening**
- (4) Cortisol Levels**
- (5) HIV**
- (6) Hepatitis Titer**
- (7) Mammogram (Employee option through health care insurance)**

(B) Local 1607 and the City agree to form an Ad Hoc committee to evaluate options for cancer screening of firefighters.

Article 28. ASSIGNMENTS

Section 28.01 Assignments

- (A) Assignments shall be based on seniority within classification.**
- (B) All assignments shall be for a station. The number of assignments shall be equivalent to the positions on minimum staffed apparatus in accordance with the Staffing article.**
 - (1) For purposes of identification assignments will be posted by platoon, station, and classification.**
 - (2) The Captain with the higher seniority in classification shall decide the daily staffing of the units within their assigned station.**
- (C) A 56-hour employee that voluntarily takes a 40-hour temporary assignment shall retain their permanent assignment for up to one year. Upon the agreement of the Fire Chief or their designee and Local 1607, the employee shall have the ability to extend this time frame.**
- (D) Assignments at a station requiring a specialty of hazardous materials, technical rescue, or aircraft rescue firefighting shall be awarded by seniority within classification.**
 - (1) Appropriate certifications shall be obtained within one calendar year from the date of assignment.**
 - (2) If an employee's certifications lapse due to non-injury or illness, then their assignment shall be terminated.**
- (E) Employees shall not bid an assignment during their first year of employment.**
- (F) Employees shall remain in their bid assignment for a minimum of 30 days.**
- (G) Although the parties intend that assignments are to be permanent insofar as practicable, the Fire Chief shall have the right to initiate, approve or disapprove assignments to promote efficiency of the department.**

Section 28.02 *Assignment Vacancy*

(A) In the event a vacancy occurs in a station because of resignation, death, etc., or an employee requests to open their position for assignment, that opening shall be posted in all stations for ten (10) days, during which the Fire Chief will receive assignment requests. The member with the highest classification seniority shall be awarded the assignment.

Article 29. SENIORITY

Section 29.01 Seniority List

- (A) The Union and the City agree that a seniority list, showing the Fire Department date of hire (and adjusted service date, if any) and the date of the last promotion (or adjusted date, if any), shall be established and brought up to date annually and posted on the Fire Department Bulletin Boards.**
- (B) The employee's Fire Department hire date shall be used to establish current Fire Department seniority. Seniority is based on total length of employment in the classified service with the Fire Department.**
- (C) Classification (position, i.e., Captain, Engineer, etc.) seniority is seniority based on the employee's total length of service in the current classification.**
- (D) The employee's Fire Department hire date shall be used for annual merit step increase. Promotional date is for change in classification only.**

Section 29.02 Annual Leave, Layoffs, and Recalls

- (A) Seniority shall be used for purposes of annual leave selection, layoffs and recalls.**

Section 29.03 Break in Service

- (A) Seniority shall not be broken by any leave except leaves without pay of more than thirty day duration. Seniority is not affected by periods spent while on an approved FMLA leave.**
- (B) When an employee has a break in service because of voluntary separation, the employee shall not be credited with that prior service time should the employee later return to City service.**

Article 30. Exchange of Time

Section 30.01 Exchange of Time

- (A) Employees shall have the right to exchange time in the event that it does not interfere with the operation of the fire department.**
- (1) All exchanges of time will be job classification for job classification.**
 - (2) An employee on the current promotional eligibility list and currently acting in the classification will have the opportunity to exchange time with those within the classification of which they are acting. The reciprocation of time exchanged can only be repaid during the employee's acting assignment or while they remain on the current promotional eligibility list.**
 - (3) Employees on call back, holdover, or overtime may initiate exchanges in time of up to a total of eight hours during their overtime shift.**
 - (4) Except for emergency situations, twenty-four hours notice of exchange is required. The initiating employee's immediate supervisor must approve the exchange. The request for exchange of time shall be submitted in writing on the form provided by the fire department if the exchange exceeds twelve (12) hours. No obligation shall accrue to the City.**
 - (5) In the event an employee that is scheduled to work a shift trade does not report for duty, the employee that is regularly scheduled will be reduced an equivalent amount of hours to the trade.**

Article 31. PROMOTIONS

Section 31.01 Eligibility

- (A) The Fire Department shall provide the Human Resources Department with an accurate list of those candidates eligible to compete for each classification prior to posting of the job announcement.**
- (B) To have the opportunity to take a promotional examination for an eligibility list, an applicant must meet the minimum qualifications by no later than one City working day prior to the test date. Minimum qualifications shall be established by the Director of Human Resources, Fire Chief, and Union President.**
- (C) All promotional vacancies for classifications within the bargaining unit shall be filled by promotion from within the Fire Department.**

Section 31.02 Posting

- (A) If applicable, bibliographies shall be posted a minimum of one hundred twenty (120) days in advance of the application deadline contained in the notice. Examinations may include, but not be limited to, written, practical, administrative evaluation (including experience), interview panel, or any combination of the aforementioned at the sole discretion of the City.**
- (B) Promotional lists shall be certified and published by the Director of Human Resources within five working days after the conclusion of appeals. The Human Resources Department shall maintain the promotional list that is established and a copy shall be furnished to the Union upon publication of the list.**

Section 31.03 Examination Procedures

- (A) All North Las Vegas Fire Department employees who meet the minimum requirements for a posted position shall notify (email) the City Human Resource Director or their designee of said employee's intent to take the promotional exam.**

- (B) The City will determine the weights (percentages) to be used for each phase, and will meet and confer with the Union over any changes. Minimum passing score shall be 70%.**
- (C) Promotional examinations for Captain shall be held between January 15th and January 31st of each year. The promotional eligibility list shall be effective and posted from February 1st through January 31st unless the list is extended.**
- (D) Promotional examinations for Engineer shall be held between March 15th and March 31st each year and the promotional eligibility list shall be effective and posted from April 1st through March 31st unless the list is extended.**
- (E) Promotional examinations for Battalion Chief shall be held between May 1st and May 15th each year and the promotional eligibility list shall be effective and posted from May 16th through May 15th unless the list is extended.**
- (F) All other promotional examinations will occur, as needed, with the required one hundred and twenty day bibliography.**
- (G) Any promotional examination panel shall consist of one individual of equal rank and two individuals of equal or greater rank to the position being tested.**
- (H) Determination of ranking if identical scores are achieved will be made in the following order:**
 - (1) Seniority in Fire Department**
 - (2) City seniority**

Section 31.04 Appeals Procedure

- (A) An examinee must have a passing score of 65% or higher to appeal. Examination scores may only be changed through the examination appeal process, or to correct mathematical errors. Any appeals to the written examination shall be in accordance with the policies of the Director of Human Resources and vendor, if applicable.**

(B) Appeals of promotional examinations shall be made in writing stating the reason for the appeal and identifying the bibliography source. The Director of Human Resources shall process and decide the appeal, and the decision shall be final and binding.

Article 32. REDUCTIONS IN FORCE

Section 32.01 Determination of Reductions in Force

- (A) The City will determine the timing of layoffs, the number of employees to be laid off, and in which designated job classification layoffs will be affected. Seniority order will be: 1) classification, 2) department, 3) City. In the event the City determines a layoff or reduction in force may occur, the Union will be notified in writing thirty days prior.**

- (B) An employee laid off may bump an employee with less seniority in any classification in the same pay grade or lower pay grade previously held, if the bumping employee has more seniority than the employee he will bump and is qualified to perform the functions of the bumped employee's designated job classification, immediately, without training or break-in.**

- (C) A priority eligible list resulting from a reduction in force shall remain in effect for one (1) year from date of approval. In the event two (2) or more employees in the same classification are separated on the same date, their names shall be placed on the reduction in force list in accordance with seniority order of (A) above. A person whose name is on a reduction in force list shall be interviewed and will be selected prior to the establishment of a promotional or open competitive eligibility list provided that person meets all requirements for the position.**

Article 33. CORRECTIVE AND DISCIPLINARY ACTION

Section 33.01 Purpose

- (A) The purpose of this article is to provide clear written policies on the administration of the disciplinary process to ensure consistency and to protect the rights of both the employer and the employee. This article will be utilized as a guideline to identify the issue and course of action to be taken to correct the issue, enhance job performance through problem resolution as outlined, or through the formal disciplinary process.**

- (B) The North Las Vegas Fire Department recognizes six (6) areas in the employee development/disciplinary process. Action is usually administered in a progressive nature for most infractions, but if the seriousness of the offense warrants, the process may start at a more severe stage, including separation as outlined in this policy and in the accompanying “North Las Vegas Fire Department Employee Development/Disciplinary Procedure Guide”. This Guide will provide detailed processes for the administration of the disciplinary process and outline procedural steps for the areas covered by this article.**

Section 33.02 Discipline for Cause

- (A) Once probation is successfully completed, an employee may only be disciplined for just cause.**

Section 33.03 Areas in the Disciplinary/Employee Development Process

(A) Counseling

- (1) Counseling is described as a process between a supervisor and a subordinate designed to correct employee problems through identification and an action plan.**

- (2) It is utilized for minor discrepancies that can be remedied through early intervention.**

(3) Counseling is documented with a formal Departmental form letter of counseling which outlines the problems and the corrective course of action.

(B) Verbal Reprimand

(1) The verbal reprimand is the second step in the disciplinary process and an immediate forum for supervisors to correct behavior of subordinates that cannot be addressed through the counseling phase.

(2) The verbal reprimand reinforces previously documented counseling sessions.

(C) Written Reprimand

(1) The written reprimand is the next area in the progressive discipline process and should be utilized when the previous steps have failed to correct behavior or when the initial offenses warrant this step in the process.

(D) Time off without pay

(1) Time off without pay / suspension is a severe form of discipline that the City and the Department shall utilize when the offense or actions warrant such intervention.

(2) This action is usually taken due to severity of the offense or when other forms of discipline have been ineffective to provide the desired results.

(E) Reduction in Rank

(1) Discipline involving reduction in rank is based upon the severity of the offense and is only utilized in extreme circumstances for failure of the employee to conform to policy as written or when keeping the employee in a position could have a negative impact on safety, continuity of command, or service delivery.

(F) Separation of Employment

- (1) Separation of employment for disciplinary cause is the most severe form of discipline associated with this process as outlined above.**
- (2) Separation will only be in the most extreme circumstances and will be coordinated through the Human Resource Department.**

Section 33.04 Areas of Concern for Disciplinary and/or Corrective Action

- (A) These areas are generally utilized by the Department when evaluating if disciplinary and/or corrective action is warranted.**
- (B) Discipline and/or corrective action may be taken for deficiencies in the following areas: conduct, attendance, performance, and safety.**
- (C) In most occasions, discipline and/or corrective action is a one time, isolated circumstance for employees and no further evaluation of the incident is required. Periodically, employees find themselves in situations where past incidents will play a part in determining the appropriate course of action. Generally, previous discipline will have an active life span of one year from the date of action when considering subsequent discipline. This principle is to be considered when the discipline and/or corrective action fall under different areas as outlined above. If the discipline is for a like area of deficiency and is related to a previous infraction of policy, it may be considered. The intent of this statement is such that if an individual has numerous related disciplines, generally regarded as the same area of concern but have been spaced beyond the year guideline, this may be deemed as a chronic situation and all factors will be considered. If additional discipline is initiated before the expiration of the active life span of a previous action, it will be considered in the appropriateness of the pending disciplinary action and shall extend the active life span of the previous disciplinary action until the expiration of the current discipline.**
- (D) A matrix as outlined in The North Las Vegas Fire Department Employee Development / Disciplinary Procedure Guide will be utilized to standardize the process and give a clear**

understanding of the criteria that is evaluated. The matrix can be accessed on the City's H-drive.

- (E) Union Representation may be requested by the employee for the counseling, verbal and written reprimand processes and is required for all other disciplinary action.**
- (F) In those cases where the Fire Chief or Designee perceives a significant hazard in keeping the employee on the job, the employee may be suspended with or without pay until the disciplinary process is completed.**

Section 33.05 Standards of Conduct

- (A) Employees shall abide by the City's Standards of Conduct, which are available for review on the City's H-drive.**

Section 33.06 Hearing

- (A) Except for cases involving significant hazards as set forth in Section 2 above, prior to imposing discipline which involves reduction in rank, time off without pay and/or permanent separation, the employee shall be entitled to a hearing in accordance with the following:**
- (B) An employee shall receive written notice of the hearing, the charges against them and supporting documentation no less than one week prior to the hearing.**
- (C) The Union shall receive written notice of the charges against the employee.**
- (D) Employee shall have the opportunity to present his side of the story (orally or in writing at the employee's option).**
- (E) At the hearing, the employee shall designate an address at which notice of a decision shall be received. It shall be the responsibility of the employee to advise the Director of Human Resources in writing of any change of address.**
- (F) Within five business days after hearing date, a decision shall be rendered and submitted to the Union and to the employee in**

person or by certified mail to the address so designated and shall become effective upon the mailing date.

Section 33.07 Appeal

(A) The disciplinary hearing decision may be appealed by the employee in accordance with the Grievance Procedure.

Section 33.08 Resignation

(A) Any employee who resigns in concert with disciplinary action shall submit his/her resignation in writing. Applicable wages shall cease effective 5:00 p.m. on the resignation date.

Article 34. GRIEVANCE PROCEDURE

Section 34.01 Definition

- (A) A complaint regarding wages, benefits, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or disparate manner, or interpretation and application of this agreement.**

Section 34.02 Settlement

- (A) Grievance or disputes which may arise including the interpretation of this Agreement shall be settled in the following manner**
- (1) Step 1. The Union Grievance Committee, upon receiving a written and signed Petition, shall determine if, in their opinion, a grievance exists. If in their opinion no grievance exists, no further action shall be taken.**
 - (2) Step 2. If the Union Grievance Committee believes a grievance does exist, the Union Grievance Committee shall, with or without the physical presence of the aggrieved employee, within thirty (30) calendar days from the date the dispute arises, present a signed written grievance to the Director of Human Resources and the Fire Chief for adjustment.**
 - (3) Step 3. If, within thirty (30) calendar days of its receipt by the Director of Human Resources and the Fire Chief the grievance has not been settled, the Union may submit it to mediation or arbitration within ten (10) calendar days for adjustment. Grievances involving a counseling, a verbal reprimand, or a written reprimand shall use the mediation process; all other grievances may use either the mediation or arbitration process. Grievances shall be governed by the “Agreement Not-to-Sue Arbitration of Claims” attached to this agreement as Exhibit A.**

Section 34.03 Mediator or Arbitrator

- (A) A mediator or arbitrator shall be called in numerical order according to a list agreed upon by the Union and the City. If the**

- next in line mediator or arbitrator cannot oversee a matter within a reasonable time frame, he/she shall remain at the top of the list and the next mediator or arbitrator will be called. When a mediator or arbitrator completes a case, he/she shall be moved to the bottom of the list. If the Union and City agree to strike a name from the list, this action shall be permanent. Both parties, if deemed necessary, shall agree upon replacements.**
- (B) The findings of the mediator or arbitrator shall be final and binding on all parties concerned.**
- (C) The costs of mediation or arbitration shall be borne as follows**
- (1) The expenses, wages and other compensation of any witness called before the mediator or arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the mediator or arbitrator shall be borne separately by the respective parties.**
 - (2) The mediator's or arbitrator's fees and expenses, the cost of any hearing room, and the cost of a shorthand reporter and of the original transcript shall be borne by the parties equally.**
- (D) The mediator's or arbitrator's award shall be final and binding on the Union, the employee represented by the Union, and the City. If the arbitrator awards back wages covering the period of the employee's separation from the payroll of the City, the amount so awarded shall be less any unemployment compensation received and less any interim earnings.**
- (E) It is expressly understood and agreed that the grievance resolution system specified in this article is the only grievance resolution system available to the parties.**

Article 35. DEFERRED COMPENSATION

Section 35.01 Deferred Compensation

- (A) A retirement program governed by the Internal Revenue Code 457 shall be offered to employees under this agreement.**
- (B) The IAFF Financial Corporation 457 Plan shall be offered to employees under this agreement.**
- (C) Members of Local 1607 may transfer 457 plan assets to a plan, offered by the City, of their choice without penalty. IAFF Financial Corporation 457 Plan shall be one of the plans.**

Article 36. EDUCATIONAL INCENTIVE PAY

Section 36.01 Additional Compensation

(A) Employees shall receive in addition to their base wages ten dollars (\$10.00) monthly for each sixteen (16) credit hours completed in college level courses applicable to an Associate or Bachelor degree, from an accredited college or university, up to a maximum monthly educational incentive pay reflective of the table below. The degree field should be applicable to city government.

(B) All employee's covered under this agreement shall receive an annual increase in pay, distributed over a 26 pay period year, equivalent to:

Year	Associate Degree Monthly	Bachelor Degree Monthly
2007	\$ 40.00	\$ 60.00
2008	\$ 40.00	\$ 60.00
2009	\$ 40.00	\$ 60.00
2010	\$ 50.00	\$ 75.00
2011	\$ 50.00	\$ 75.00
2012	\$ 50.00	\$ 75.00

(C) Employees shall only be paid for their highest degree from an accredited university.

Section 36.02 Tuition Reimbursement / Assistance

(A) The Fire Department shall reimburse an employee for tuition and supply costs. The reimbursement shall come with successful completion (C or better) of classes that apply towards a degree field that advances the fire department's or the City's interests and vision. The reimbursement shall be available annually up to a maximum of two thousand dollars for an Associate degree, three thousand dollars for a Bachelor degree, and four thousand five hundred dollars for an Advanced degree. The Fire Chief, the employee, Human Resources, and Local 1607 shall decide the applicable degree field in advance. Employees shall be responsible for establishing the degree path and submitting the proposal.

Supplies include books, lab fees, Community College or University fees, and course fees.

(B) Upon implementation, the City's tuition assistance program may be used in lieu of the reimbursement.

Section 36.03 Paramedic License

(A) The City will reimburse the costs to obtain or maintain licenses and certifications for Fire Department personnel.

Article 37. ANNUAL WAGE INCREASE

Section 37.01 Annual Wage Increase

- (A) Effective the first pay period that includes July 1, 2007, the base wage of classifications covered by this agreement shall be increased by 4%.**
- (B) Effective the first pay period that includes July 1, 2008, the base wage of classifications covered by this agreement shall be increased by 4%.**
- (C) Effective the first pay period that includes July 1, 2009, the base wage of classifications covered by this agreement shall be increased by 3.5%.**
- (D) Effective the first pay period that includes July 1, 2010, the base wage of classifications covered by this agreement shall be increased by 3.5%.**
- (E) Effective the first pay period that includes July 1, 2011, the base wage of classifications covered by this agreement shall be increased by 3.5%.**
- (F) Effective the first pay period that includes July 1, 2012, the base wage of classifications covered by this agreement shall be increased by 3.5%.**

Article 38. PERS (Re-opener)

Section 38.01 PERS (Re-opener)

- (A) The City will pay eligible member's contributions to the Public Employees Retirement System. If there is an increase in the contribution rate mandated by future legislative action, this section shall be re-opened for negotiation in accordance with NRS 288.**

Article 39. Call-back Pay

Section 39.01 Call-back Pay

- (A) Except as it may conflict with Nevada Administrative Code 284.214, call-back pay is defined as compensation earned for returning to duty after a member has completed their regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours notice.**

- (B) All employees covered by the terms of this Agreement who are called back to work from off duty shall be paid for a minimum of two (2) hours at one and one-half (1/1/2) times their regular rate of pay.**

Article 40. Overtime Pay

Section 40.01 Overtime Pay

- (A) Employees assigned to work overtime shall be paid at one and one-half (1 ½) times their regular rate of pay. In accordance with NRS 286.025, overtime pay is defined as additional salary earned which exceeds the base pay or normal workday certified by the public employer for scheduled extra duty.**
- (B) There shall be no duplication or pyramiding of time and/or other premium pay. For each period of time for which an employee is entitled to compensation pursuant to a provision of this Agreement, the employee shall be paid in accordance with that pay formula set forth in this Agreement which entitles him to the greatest amount of compensation, but he shall not be entitled to compensation pursuant to any other pay formula set forth in this Agreement. Time for which an employee is compensated pursuant to the preceding sentence at a premium rate shall not be counted to enable the employee to receive compensation pursuant to another provision in this Agreement.**
- (C) However, in the event a period of call back runs into an employee's normal tour of duty, such employee shall be paid overtime at one and one-half (1 ½) times his premium rate of pay for only those hours worked outside of his normal tour of duty.**

Article 41. EMS Incentive Pay

Section 41.01 EMS Incentive Pay

- (A) Engineers, Captains, and Fire Training Officers certified by the Clark County Health District as Emergency Medical Technician-Paramedic (EMT-P) will receive \$2.60 per hour additional compensation. Employees hired after July 1st 2007 shall not receive paramedic pay upon promotion out of the Firefighter Paramedic classification.**
- (B) Employees certified by the Clark County Health District as Emergency Medical Technician-Intermediate (EMT-I) shall receive five percent (5%) of Range 50-1 pay per hour additional compensation.**
- (C) Employees certified by the Clark County Health District as an Enhanced Emergency Medical Technician-Basic (EMT-B) shall receive two and one half percent (2.5%) of Range 50-1 pay per hour additional compensation.**
- (D) As a condition of employment, suppression employees hired after July 1st 2007 shall be unable to voluntarily drop their EMT-Basic Licensure.**
- (E) In the event that an EMT license is either involuntarily suspended or revoked, the employee will be subject to the disciplinary process as outlined by this agreement.**
- (F) Paramedic preceptors shall be paid an additional ten percent of step five fighter pay range per hour while in a preceptor role.**

Article 42. Working Out of Classification

Section 42.01 Working Out of Classification

- (A) An employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which one normally holds shall be paid an additional eight percent of base pay per hour while so acting.**

- (B) In order to work out of classification one must be on the current vacancy's suppression, promotional eligibility list. Fire Prevention Personnel will be given the opportunity to act out of classification within their division. Working out of classification will not be used unless the vacancy spans a minimum of one month consecutively, not to surpass a maximum of 6 months. The intent of this section is to provide parameters in which to fill long-term vacancies caused by illness, injury, temporary reassignments, extended leaves, and other extraneous circumstances with those who are able to work out of their current classification.**

Section 42.02 Administrative Assignment Pay

- (A) Employees assigned to a 40 hour work (having moved from a 56 hour week) will receive an eight percent pay differential.**

- (B) The City and Local 1607 agree that employees may be asked to assume responsibilities requiring unique skill sets or technical expertise. In these rare circumstances, the Fire Chief in conjunction with the Human Resources Director and the City Manager shall determine the appropriate rate of compensation.**

Article 43. Standby Pay

Section 43.01 Standby Pay

- (A) An employee may be assigned by the Fire Chief to cover all off-duty hours not regularly scheduled or assigned. An employee required to standby shall be compensated three dollars and fifty cents (\$3.50) an hour until 2010. After July 1st, 2010, employee's required to standby shall be compensated four dollars (\$4.00) an hour.**

- (B) An employee on standby must be able to respond to the job location within one (1) hour.**

Article 44. LONGEVITY

Section 44.01 Longevity

- (A) A longevity pay plan shall apply to all employees of the bargaining unit hired on or before June 30, 1997, which plan shall be over and above the rates of pay enumerated in Article 22, Section 1 and are hereby defined as follows:**
- (B) Upon completion of seven (7) years' employment, an employee shall receive an additional three and one-half percent (3-1/2%) of his base monthly salary and shall receive an additional one-half percent (1/2%) increase each year thereafter until a maximum of ten percent (10%) has been reached for twenty (20) years of service or longer with the City of North Las Vegas. Said longevity pay shall become effective upon the City seniority date of the employee and shall be granted on merit and performance evaluation.**
- (C) All employees hired July 01, 1997 or after will not be eligible for longevity pay.**

Article 45. Specialty Pay

Section 45.01 Hazardous Materials, Technical Rescue Team, and Aircraft Rescue Firefighting (ARFF)

- (A) The City and the Union agree that members of the Fire Suppression Division who have obtained and maintain valid certification from the authority having jurisdiction, for Hazardous Materials Technician, Technical Rescue Team, Aircraft Rescue Firefighting and that are assigned to the stations designated as the Hazardous Materials Response Team, Technical Rescue Team, and/or Aircraft Rescue Firefighting shall be paid incentive pay. The incentive pay shall be five percent (5%) of the member's present salary.**
- (B) If any member allows their valid certification to lapse, they automatically forfeit their incentive pay.**
- (C) Permanent assignment to the Hazardous Materials Station, the Technical Rescue station, and/or the Aircraft Rescue Firefighting station shall be through the bid for assignment process. If there are not sufficient volunteers, then assignments will be made based on seniority.**
- (D) All members who obtain and maintain certification as a Hazardous Material Technician, a Technical Rescue Technician, or Aircraft Rescue Firefighter and are not permanently assigned to the designated Hazardous Material Team, Technical Rescue Team, or Aircraft Rescue Firefighting Team shall receive five percent (5%) acting pay when temporarily assigned to the respective station.**
- (E) Certification training will be accomplished during normal duty hours. If training during normal duty hours can not be accomplished, then training will occur on overtime.**

Article 46. Bilingual Pay

Section 46.01 Bilingual Pay

- (A) Employees covered by this Agreement, who are bi-lingual in English and Spanish and use the second language as part of their work, shall receive a premium pay at the rate of seven hundred fifty dollars (\$750) per year to be paid the first pay period in January.**
- (B) Eligible employees shall complete a conversational skills proficiency exam as administered by the Fire Chief or their designee.**
- (C) The Fire Chief or their designee shall determine additional eligible languages necessary to meet the service needs of the citizens.**

Article 47. SAVINGS CLAUSE

Section 47.01 Savings Clause

(A) If any provision of the Agreement, or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Article 48. SCOPE AND DURATION OF AGREEMENT

Section 48.01 Amendments

(A) This writing constitutes the complete Agreement of the parties. Any amendments to this Agreement shall be of no validity unless reduced to writing and signed by both parties.

Section 48.02 Term

(A) This agreement shall be effective July 1, 2007 and continue in full force and effect through June 30, 2013 and from year to year thereafter unless written notice to change or modify is given by either party, not less than sixty (60) days prior to June 30, 2013. Timely notice by either party to change or modify shall operate to open all mandatory subjects of bargaining as defined by law for negotiations.

Section 48.03 NRS 288

(A) NRS 288 shall control all terms and conditions of employment not covered by this Agreement.

Ratified by the International
Association of Firefighters Local 1607

Ratified by the City Council
this day of , 2007

Jeff W. Hurley
President

Michael L. Montandon
Mayor

Attest:

Karen Storms
City Clerk