

1 COLLECTIVE BARGAINING
2 AGREEMENT

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5 Between

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7
8 THE CITY OF NORTH LAS VEGAS

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10 &

11
12 INTERNATIONAL ASSOCIATION
13 OF FIRE FIGHTERS
14 LOCAL 1607

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16
17 Supervisory

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19 July 1, 2015 – June 30, 2017
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28 SUPERVISOR AGREEMENT BETWEEN

1 **THE CITY OF NORTH LAS VEGAS AND**
2 **THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**
3 **Local 1607**

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5
6 July 1, 2015 through June 30, 2017
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9 **PREAMBLE**

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11 This Agreement is made by and between the City of North Las Vegas, Nevada, a
12 local government employer, hereinafter referred to as "City" and the International
13 Association of Fire Fighters, Local 1607, a local government employee
14 organization, hereinafter referred to as "Union".
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1 **GENDER, NUMBER, AND TENSE**

2 ***Section 1.01 Gender, Number, and Tense***

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

5 (1) The masculine gender includes the feminine and neuter genders.

6 (2) The singular number includes the plural number, and the plural includes
7 the singular.

8 (3) The present tense includes the future tense.

9 (4) The use of a masculine noun or pronoun in conferring a benefit or
10 imposing a duty does not exclude a female person from that benefit or
11 duty. The use of a feminine noun or pronoun in conferring a benefit or
12 imposing a duty does not exclude a male person from that benefit or
13 duty.

14

1 **Article 2. RECOGNITION / CLASSIFICATIONS**

2 **Section 2.01 Recognition**

3 The City recognizes the Union as the exclusive bargaining agent for all
4 employees covered under this Agreement. It is further agreed that the
5 Union shall also represent any employees within classifications created by
6 the City after June 30, 2015 that are within the community of interest of
7 the employees within this bargaining unit. New positions created within
8 the community of interest of the employees within the bargaining unit shall
9 be added to the list in Section 2 of this Article.

10 **Section 2.02 Classifications**

11 (A) The Fire Chief, Union President, and Director of Human Resources shall
12 establish minimum job qualifications for existing and any new
13 classifications within the bargaining unit.

14 (B) The Fire Chief, Union President, and Director of Human Resources shall
15 agree upon any content changes to existing classifications.

16 (C) The City and the Union agree that employees within the classifications in
17 Appendix A are represented by the Union and shall comprise the
18 bargaining unit.

19

1 **Article 3. NO STRIKE**

2 ***Section 3.01 No Strikes***

3 The union agrees to have no strikes in accordance with the definition set
4 forth by NRS 288.070.

5

1 **Article 4. PAYROLL DEDUCTIONS**

2 ***Section 4.01 Deduction of Dues and Assessments***

3 (A) Upon written request of the employee, the City is authorized and agrees to
4 deduct bi-weekly dues and assessments (with items that may include but
5 are not limited to IAFF FIREPAC, Disability Insurance, Active Retiree
6 Dues, etc...) each pay period in an amount certified current by the
7 Secretary-Treasurer of the Union.

8 (B) The City shall deposit deducted dues to the bank account of the Union in a
9 bank designated by the Union's Secretary-Treasurer no later than seven
10 (7) days after the end of each pay period.

11 (C) This authorization for payroll deduction of dues and assessments shall
12 remain in full force and effect during the term of this Agreement unless the
13 member subsequently requests in writing the withdrawal of the original
14 authorization.

15 (D) Should any controversy arise regarding such deductions, the Union will
16 hold the City harmless from any liability incurred by the City, which is
17 directly or indirectly related to such controversy by virtue of the wrongful
18 application or misapplication of the check-off clause.

19

1 **Article 5. UNION BUSINESS**

2 **Section 5.01 Union Business Leave**

3 (A) Executive Board officers of the Union may be granted leave from duty with
4 full pay. Leave requests must be submitted with as much advance notice
5 as possible.

6 (1) The Union shall have 2840 hours to be utilized for Union Business.
7 Union Business shall include the administration of the North Las Vegas
8 Fire Fighters Union Health and Welfare Trust. Union business leave
9 shall be used in increments of two hours or more. The Union President
10 or designee will determine the use of Union Business leave hours. All
11 Union officers and Executive Board members will be required to
12 maintain all training and mandated certifications required as part of their
13 position and job requirements. The full cost of such leave has been
14 offset by the value of concessions made by the Union in the negotiation
15 of this Agreement.

16 (2) A Union Officer or member may accept a callback, or scheduled
17 overtime and attend Union functions, but shall not receive overtime or
18 callback pay for the period of time the Union Officer or member is
19 participating in Union functions. A Union Officer shall not be penalized
20 for denying a mandatory overtime if it conflicts with Union Business.

21 (B) The City shall not pay overtime rate of pay to any member for time
22 expended conducting Union affairs.

23 **Section 5.02 Negotiations**

24 All members of the negotiating committee shall be allowed time off without
25 loss of pay or any accrued leave for all meetings mutually set by the City
26 and the Union.

27 **Section 5.03 Grievance**

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

32

1 **Article 6. NON-DISCRIMINATION**

2 **Section 6.01 Employee Rights - Non-discrimination**

3 (A) The City and the Union agree not to discriminate against any employee for
4 his/her activity on behalf of, or membership or non-membership, in the
5 Union.

6 (B) The parties recognize and support the City's Anti-discrimination policies
7 and practices.

8 (C) The City, the Union, and any other party bound by this Agreement shall
9 each apply the provisions of this Agreement equally to all employees in
10 the Union without discrimination as to race, color, religion, sex, age,
11 physical or mental disabilities, national origin, or as defined by state or
12 federal law.

13

1 **Article 7. COMMUNICATIONS**

2 **Section 7.01 Bulletin Boards**

3 The City agrees to furnish and maintain space for suitable bulletin boards
4 as presently provided in each station and work area to be used by the
5 Union.

6 **Section 7.02 E-Mail**

7 A Union Executive Board Member may also correspond and post notices
8 to its members on the City's e-mail system using City provided
9 computers. The Union shall not post or e-mail any materials which are
10 obscene, defamatory, inflammatory, or discriminatory. A Union Executive
11 Board Member must approve all e-mail communications and all items
12 posted on Union bulletin boards otherwise they shall not be considered
13 union business and are subject to Fire Department/City policy.
14

1 **Article 8. ADMINISTRATIVE DIRECTIVES /**
2 **STANDARD OPERATING GUIDELINES**

3 **Section 8.01 Administrative Directives and Standard**
4 **Operating Guidelines (SOG)**

5 (A) The City and the Union agree that the applicable Administrative Directives
6 and Standard Operating Guidelines do not change or delete the articles of
7 this contract. The Fire Department will post all Standard Operating
8 Guidelines on the Fire Department common (P) drive a minimum of five
9 (5) days before the effective date and will provide said notice of change to
10 all employees under the same terms. Notice shall be disseminated to Fire
11 Department personnel through Target Solutions or equivalent.

12 (B) Standard Operating Guidelines will be reviewed on an annual basis. All
13 SOG's will be reviewed and signed by the Union President and the Fire
14 Chief prior to SOG's being posted. In the event the City and the Union
15 cannot agree on a change to a SOG, and discussions have not resolved
16 the Union's objections, the dispute shall be subject to the grievance
17 procedure set forth in this Agreement.

18 (C) Administrative Directive – A document to immediately create a Standard
19 Operating Guideline due to the nature and/or urgency of the content. The
20 Administrative Directive will generally be created by recommendations
21 from the Health and Safety Committee and/or from the Operations
22 Committee. Union leadership will be advised and have input prior to any
23 Administrative Directive being distributed. If, for safety concerns, an
24 Administrative Directive is implemented without Union review and
25 signature, any objection raised by the Union shall be discussed with the
26 City. If the objection cannot be resolved, the dispute shall be subject to
27 the grievance procedure set forth in this Agreement. Administrative
28 Directives will be implemented immediately and disseminated to Fire
29 Department personnel through Target Solutions or equivalent.

30 (D) The City and the Union recognize that the matters covered by
31 Administrative Directives and Standard Operating Guidelines may include
32 matters which are not subject to mandatory bargaining under the
33 provisions of NRS 288. The City and the Union also recognize that these
34 Administrative Directives and Standard Operating Guidelines are subject
35 to change by the Fire Chief provided, however, that subjects of mandatory
36 bargaining are negotiated.

1 **Section 8.02 Labor Management Communication and**
2 **Amendments**

3
4 (A) Memorandum of Understanding (MOU) - A formal document which
5 captures changes / modifications to existing contract or agreement
6 language between parties mid contract. The MOU shall expire at the
7 commencement of the next agreement, unless otherwise specified.

8
9 (B) Letter of Understanding (LOU) – A formal document which clarifies the
10 intent and/or outlines the mutual understanding of contract or agreement
11 language between parties.
12

1 **Article 9. PREVAILING RIGHTS / MANAGEMENT RIGHTS**

2 **Section 9.01 Prevailing Rights**

3
4 (A) All rights, privileges, and working conditions enjoyed by the employees
5 of the bargaining unit at the present time which are not included in this
6 Agreement shall remain in full force unless changed as hereinafter
7 provided in this Article. The prevailing rights shall include, but not be
8 limited to, the use of kitchen supplies, lounge areas, televisions,
9 recreational time, exercise periods, use of telephones, one newspaper
10 subscription per station and the right to work on personal vehicles after
11 normal working hours subject to the approval of the supervisor.

12
13 (B) In the event the City intends to change a Prevailing Right, a copy of the
14 requested change will be sent to the Union for review. Any timely
15 objection raised by the Union shall be discussed with the City. If the
16 objection cannot be resolved, the dispute shall be subject to the
17 grievance procedure set forth in this Agreement.

18 **Section 9.02 Management Rights**

19 (A) Those subject matters which are not within the scope of mandatory
20 bargaining and which are reserved to the local government employer
21 without negotiation include:

22 (1) The rights to hire, direct, and assign or transfer an employee, but
23 excluding the right to assign or transfer an employee as a form of
24 discipline.

25 (2) The right to reduce in force or layoff any employee because of lack of
26 work or lack of money

27 (3) The right to determine:

28 a) Appropriate staffing levels and work performance standards, except for
29 safety considerations;

30 b) The content of the workday, including without limitation work load
31 factors, except for safety considerations;

32 c) The quality and quantity of services to be offered to the public; and

33 d) The means and methods of offering those services.

1 (4) Safety of the public

2 (B) Notwithstanding the provisions of this collective bargaining agreement, the
3 City is entitled to take whatever actions may be necessary to carry out its
4 responsibilities in situations of emergency such as riot, military action,
5 natural disaster, civil disorder, weapons of mass destruction, acts of
6 terrorism, and declared and undeclared states of emergency. Those
7 actions may include suspension of any collective bargaining agreement for
8 the duration of the emergency. Any action taken under the provisions of
9 this subsection must not be construed as a failure to negotiate in good
10 faith.

11 (C) The Union recognizes and declares the ultimate right and responsibility of
12 the local government employer to manage its operation in the most
13 efficient manner with the best interests of all citizens, its taxpayers and its
14 employees.

15 (D) The City is not precluded, but is not required to negotiate subject matters
16 outside the scope of mandatory bargaining as enumerated in NRS
17 Chapter 288.150. The City shall discuss subject matters outside the
18 scope of mandatory bargaining as enumerated in NRS Chapter 288.150,
19 but it is not required to negotiate those matters.

20

1 **Article 10. AUTHORIZED OUTSIDE AGENCY**
2 **DEPLOYMENT AND PARTICIPATION**

3 ***Section 10.01 Participation Coverage***

- 4 (A) The Fire Chief or designee shall have sole authorization to approve
5 participation or deployment.
- 6 (B) The Union and the City recognize that employees covered by the
7 Supervisory Collective Bargaining Agreement may participate as members
8 of the authorized outside agency.
- 9 (C) The Union and the City agree that when employees covered by the
10 Agreement are utilized for outside agency exercises, mobilization drills or
11 emergency deployments, they are entitled to all benefits provided through
12 the Collective Bargaining Agreement.
- 13 (D) The Union and the City agree that injuries or illness incurred by
14 employees of the Collective Bargaining Unit while performing outside
15 agency related duties or training will be covered by the worker
16 compensation benefits of the city.

17

1 **Article 11. JOINT OCCUPATIONAL SAFETY AND**
2 **HEALTH PROGRAM**

3 ***Section 11.01 Agreement***

4 It is the desire of the City and the Union to maintain the highest standards
5 of safety and health in the Fire Department in order to eliminate job related
6 accidents, death, injuries, and illness in the fire service. The City and the
7 Union agree to abide by the safety and health guidelines in the City safety
8 manual and Fire Department SOG's.

9 ***Section 11.02 Appointment of Personnel***

10 (A) The City and the Union shall each appoint one (1) member to the City's
11 Safety Committee. This Committee will meet at least monthly and discuss
12 safety and health conditions. The duties and responsibilities of the Safety
13 Committee member are outlined in the City's safety manual.

14 (B) The Fire Chief shall appoint one (1) Safety Coordinator who shall be
15 responsible for duties as defined in the City safety manual and Fire
16 Department SOG's.

17 The Safety Coordinator will meet every two (2) months with the Union's
18 Health and Safety Committee to discuss safety and health issues, training
19 status, self-inspections, and discuss accident/injury trend analysis. On
20 duty Safety Committee members will be allowed to attend Committee
21 meetings when meeting jointly with management, and attend any
22 inspection or investigation of safety or health problems in the Fire
23 Department without loss of pay.

24

1 **Article 12. STAFFING**

2 ***Section 12.01 Designation of Apparatus***

3 The Fire Chief or designee shall designate whether an apparatus is in
4 service and its classification. The Fire Department will staff each in
5 service Battalion Chief Vehicle with one (1) Battalion Chief or Acting
6 Battalion Chief. For purpose of this article, in service is defined as a unit
7 to which personnel is assigned.

8

1 **Article 13. UNIFORM SAFETY AND MAINTENANCE**

2 **Section 13.01 Supply**

- 3 (A) All fire fighting protective clothing and protective devices required of
4 employees in the performance of their duties shall be furnished without
5 cost to the employee by the City. The Fire Department and Union shall
6 set the uniform requirements and specifications. The employee shall be
7 responsible for purchasing his/her uniform.
- 8 (B) The City shall provide a uniform allowance to all personnel covered by this
9 Agreement, except Fire Prevention Staff, to buy and maintain Class A and
10 Class B uniforms. The uniform allowance shall be \$1,800 annually, and
11 will be distributed evenly in the employee's first two (2) paychecks each
12 month.
- 13 (C) The Union agrees to comply with the City's logo policy, which allows the
14 Fire Department to use their badge/patch in place of the City's logo as its
15 badge/patch contains the City logo.
- 16 (D) The Union shall be responsible for selecting a vendor(s) to supply
17 uniforms.
- 18 (E) Upon hire, employees covered by this Agreement, except Fire Prevention
19 Staff, shall receive a six (6) month advance (\$900.00) for the initial
20 purchase of uniforms. The employee will then receive regularly scheduled
21 payments starting with the thirteenth (13th) payment. Should the
22 employee quit or be terminated, the amount advanced shall be prorated
23 according to the days worked and any monies due to the City will be
24 deducted from the employee's final check.
- 25 (F) Beginning July 1, 2016 all Class B uniforms are required to be Nomex (fire
26 resistant) material.
- 27 (G) The City will provide Fire Prevention Staff with uniforms, including boots,
28 pants and shirts, in accordance with the Community Development and
29 Compliance Department uniform policy. Uniforms should display "Fire" in
30 the uniform logo.

31
32 **Section 13.02 Standards**

- 33 (A) All protective clothing shall meet or exceed *NFPA 1971 Standard on*
34 *Protective Ensembles for Structural Fire Fighting and Proximity Fire*

1 *Fighting* and the OSHA standard criteria on protective clothing for
2 structural fire fighting.

3 (B) Suppression personnel shall be issued two sets of turnout gear. This shall
4 include two (2) of the following: coats, pants, gloves and Nomex hoods.

5 (C) Employees who, at the direction of the Fire Chief, engage in and/or are
6 exposed to the hazards of wildland fire fighting operations shall be
7 provided with, and use protective garments that meet the requirements of
8 *NFPA 1977 Standard on Protective Clothing and Equipment for Wildland*
9 *Fire Fighting.*

10 **Section 13.03 Cleaning**

11 The City shall provide washers and dryers for laundering contaminated
12 uniforms.

13

1 **Article 14. HOURS**

2 **Section 14.01 Non-Suppression Personnel**

3 Full time employees shall be required to work ten (10) hours a day, forty
4 (40) hours per week, two thousand eighty (2080) hours per year. The
5 workday shall consist of ten (10) consecutive hours, including at least a
6 one-half hour on-call lunch. The workweek shall consist of any four (4)
7 consecutive ten (10) hour days out of seven (7) calendar days.

8 **Section 14.02 Suppression Personnel**

9 (A) Full time employees shall work two (2) consecutive twenty-four (24) hour
10 periods, for a total of forty-eight (48) hours on duty, followed by four (4)
11 consecutive twenty-four (24) hour periods off duty, for a total of ninety-six
12 (96) hours off duty. A calendar day ends at midnight (0000) hours. A shift
13 shall be a period of twenty-four (24) hours.

14 (B) 56-hour employees shall be paid for 116.778 hours a pay period at their
15 hourly wage. These hours represent an extrapolation of FLSA and hours
16 worked over a nine (9) pay period cycle.

17 **Section 14.03 Schedule Changes**

18 (A) When an employee's scheduled shift is permanently modified, adjusted or
19 changed, the Union and the City shall meet and confer prior to
20 implementation.

21 (B) The City shall present a written outline of material business changes at
22 least thirty (30) days prior to such change.

23 (C) Schedules may be changed from time to time by the City if business
24 conditions materially change, but only for the duration of such
25 conditions. When this occurs, the City shall meet and confer with the
26 Union at least ten (10) calendar days prior to such schedule changes.

27 (D) An employee may petition the Fire Chief for approval of a shift adjustment
28 and will notify the Union of the change.

29 (E) If an employee and the Fire Chief mutually agree that a shift adjustment is
30 necessary for operational effectiveness, a change in shift schedule will be
31 mutually agreed upon with the Union President or designee.

32

1 **Article 15. LEAVE OF ABSENCE**

2 ***Section 15.01 No Pay / Leave Without Pay***

3 Upon application to the Fire Chief, an employee may be granted a leave of
4 absence without pay for a period not to exceed ninety (90) calendar days
5 without prejudice to his/her status, provided that such application shall
6 have first been approved by the Fire Chief and by the City Manager or
7 designee. Upon approval by the City Manager or designee, an employee
8 may be granted an unpaid 90-day leave of absence for good and valid
9 reasons.

10 ***Section 15.02 Accruals on No Pay Status***

11 (A) There shall be no leave time accrual for employees absent for more than
12 thirty (30) consecutive calendar days while on a no pay status except in
13 accordance with the Family and Medical Leave Act (FMLA). All leave is
14 subject to the approval of the Fire Chief or designee with Annual Leave
15 approved in advance.

16 (B) No pay status must be pre-approved by the Fire Chief.

17

1 **Article 16. ANNUAL LEAVE**

2 **Section 16.01 Annual Leave**

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

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

9 **Section 16.02 56-Hour Employees Accrual**

10 (A) All employees assigned a 56-hour workweek during their first year of
11 employment with the City shall accrue vacation benefits at the rate of five
12 (5) 24-hour shifts per year. This will be accrued at a bi-weekly rate of
13 4.6154 hours.

14 (B) All employees assigned a 56-hour workweek at the start of their second
15 year of employment with the City shall accrue vacation benefits at the rate
16 of eight (8) 24-hour shifts per year. This will be accrued at a bi-weekly
17 rate of 7.3846 hours.

18 (C) All employees assigned a 56-hour workweek at the start of their sixth year
19 of employment with the City shall accrue vacation benefits at the rate of
20 ten (10) 24-hour shifts per year. This will be accrued at a bi-weekly rate of
21 9.2308.

22 (D) All employees assigned a 56-hour workweek at the start of their eleventh
23 year of employment with the City shall accrue vacation benefits at the rate
24 of twelve (12) 24-hour shifts per year. This will be accrued at a bi-weekly
25 rate of 11.0769.

26 (E) All employees assigned a 56-hour workweek at the start of their sixteenth
27 year of employment with the City shall accrue vacation benefits at the rate
28 of fourteen (14) 24-hour shifts per year. This will be accrued at a bi-
29 weekly rate of 12.9231.

30

1 **Section 16.03 40-Hour Employee Accrual**

2 (A) All employees assigned a 40-hour workweek during their first year of
3 employment with the City shall accrue vacation benefits at the rate of ten
4 (10) 10-hour shifts per year. This will be accrued at a bi-weekly rate of
5 3.8461.

6 (B) All employees assigned a 40-hour workweek at the start of their second
7 year of employment with the City shall accrue vacation benefits at the rate
8 of twelve (12) 10-hour shifts per year. This will be accrued at a bi-weekly
9 rate of 4.6154.

10 (C) All employees assigned a 40-hour workweek at the start of their sixth year
11 of employment with the City shall accrue vacation benefits at the rate of
12 sixteen (16) 10-hour shifts per year. This will be accrued at a bi-weekly
13 rate of 6.1538.

14 (D) All employees assigned a 40-hour workweek at the start of their eleventh
15 year of employment with the City shall accrue vacation benefits at the rate
16 of twenty (20) 10-hour shifts per year. This will be accrued at a bi-weekly
17 rate of 7.6923.

18 (E) All employees assigned a 40-hour workweek at the start of their sixteenth
19 year of employment with the City shall accrue vacation benefits at the rate
20 of twenty-two (22) 10-hour shifts per year. This is accrued at a bi-weekly
21 rate of 8.4615.

22 **Section 16.04 Maximum Accrual**

23 (A) 56-hour employees shall be allowed to accrue a maximum of 720 hours of
24 annual leave.

25 (B) 40-hour employees shall be allowed to accrue a maximum of 480 hours of
26 annual leave.

27 (C) All unused annual leave hours in excess of the above maximums which
28 remain at the end of a fiscal year (pay period that includes June 30) shall
29 be forfeited without payment to the employee.

30

1 **Section 16.05 Separation**

2 (A) Employees with more than one (1) year's service who are separated from
3 employment are entitled to payment for unused annual leave up to the
4 allowable maximum accrued.

5 (B) Upon separation from the City, employees shall contribute twenty-five
6 percent (25%) of their unused annual leave hours, in accordance with
7 section 16.05(A), at their current rate of pay (plus longevity) into their
8 Health Reimbursement Arrangement (HRA) administered by the North Las
9 Vegas Fire Fighters Union Health and Welfare Trust. The City will provide
10 the Union with a breakdown of the deposit to include the quantity of
11 annual leave hours and monetary value for each employee. Accruals
12 used to fund the HRA may be used for reimbursement of medical
13 expenses incurred by the employee and his/her spouse and dependents,
14 but may not be converted into income at any time.

15 **Section 16.06 Emergency Annual Leave**

16 Emergency annual leave requests shall be made to the appropriate
17 immediate supervisor. The emergency annual leave must be approved by
18 the on-duty Battalion Chief or other appropriate personnel in a non-
19 suppression division prior to the employee leaving the work location.
20 Employees who need to get approval for emergency annual leave prior to
21 reporting to duty for their scheduled shift shall get approval from the on-
22 duty Battalion Chief, or other appropriate personnel in a non-suppression
23 division. The intent of the emergency annual leave is to allow the
24 employee to rectify an unforeseen event that occurs in his or her absence
25 from home to protect the health, safety, and/or welfare of the employee or
26 the employee's immediate family. The request shall be as a result of a
27 condition which could not have reasonably been predicted in advance of
28 need and been scheduled in accordance with normal department policy.

29

1 **Section 16.07 56-Hour Allowable Annual Leave Positions**

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

4 (1) Two (2) Battalion Chiefs will be allowed off per shift.

5 **Section 16.08 40-Hour Allowable Annual Leave Positions**

6 (A) 40-hour personnel shall be allowed to have the following amount of
7 employees off per shift on annual leave. These are minimum numbers
8 and they can be increased at the Fire Chief or designee's discretion.

9 (B) The City and Union understand that as new positions are created there
10 will be a need to increase the amount of individuals allowed to utilize their
11 annual leave on a given day.

12 (1) Training Division – Battalion Chief - 1

13 (2) EMS Chief -1

14 (3) Deputy Fire Marshal - 1

15

1 **Article 17. SICK LEAVE**

2 **Section 17.01 Sick Leave Use**

3 (A) All employees who are incapacitated from the performance of their duties
4 by illness or injury, or whose attendance is prevented by public health
5 requirements may be granted sick leave with pay to the extent the
6 employee has it accrued. When sick leave has been depleted, other
7 accrued leave can be used. Annual leave shall not be used in place of
8 sick leave unless approved by the Fire Chief or designee.

9 (B) An employee may also be granted sick leave with pay for any illness of an
10 employee or spouse's immediate family member. An immediate family
11 member of an employee or spouse shall be defined as spouse, children
12 (including adopted, step, or foster relationships), grandchild, mother,
13 father, brother, sister, grandparent, or domestic partner in accordance with
14 the Nevada Revised Statutes (NRS).

15 (C) Certificate of Illness/Injury: "Unexcused Absence" shall be defined as
16 those occurrences when an employee does not provide documentation by
17 a certified physician justifying the use of sick leave. The Fire Chief or his
18 designee may require an employee to provide documentation by a
19 certified physician after eight (8) unexcused occurrences of sick leave
20 during the fiscal year. Occurrence shall be defined as any period in a
21 scheduled workday up to the entire 24-hour shift. If an employee is
22 unable to provide a valid form of documentation by a certified physician,
23 the occurrence shall be considered an unexcused absence, and the
24 employee may be subject to discipline.

25 **Section 17.02 Accumulation**

26 (A) Sick leave with pay will be granted only to those employees who have
27 been employed with the City on a full-time basis for a period of two (2)
28 consecutive months. Sick leave will be accumulated bi-weekly prorated in
29 accordance with the shift hours assigned to the employee with no limit on
30 accrual.

31 (1) 56-hour employees shall accrue twenty-four (24) hours per month.

32 (2) 40-hour employees shall accrue ten (10) hours per month.

33

1 **Section 17.03 Bonus Shifts**

2 Effective July 2016, if an employee uses hours less than or equal to one
3 24-hour shift of sick leave during the previous fiscal year, he/she shall
4 receive three (3) bonus shifts. If an employee uses hours greater than
5 one 24-hour shift but a total number of hours less than or equal to three
6 24-shifts of sick leave during the previous fiscal year, he/she shall receive
7 one (1) bonus shift. Bonus shifts shall be provided in a separate bank and
8 are not eligible for sell back annually or at separation. Bonus shifts shall
9 be utilized at the employee's discretion and will not be subject to Section
10 16.07. Employees may not use a bonus shift on the go-arounds that
11 include holidays in Section 25.01(B). Bonus shifts will begin in fiscal year
12 2015/16. Fire administration is responsible for monitoring and reporting
13 bonus shifts.

14 **Section 17.04 Unused Sick Leave**

15 (A) All 56-hour eligible employees shall receive, upon separation:

16 (1) After ten (10) years of City service, employees shall be compensated for
17 one-half (1/2) of all unused sick leave at their current rate of pay (plus
18 longevity) up to a maximum of 2400 hours.

19 (2) Starting the sixteenth (16th) year of City service, payment shall be
20 increased by an additional five percent (5%) for each additional year of
21 service of all unused sick leave up to a maximum of 2400 hours.
22 Unused sick leave payment shall not exceed 2400 hours.

23 (3) Employees with an excess of 2400 hours of sick leave on June 30, 2015
24 will have a separate bank created. This bank will include all hours
25 above 2400. Upon separation from the City the employee will be
26 compensated for seventy-five percent (75%) of these hours at their
27 current pay rate plus longevity.

28 (B) All 40-hour eligible employees shall receive, upon separation:

29 (1) After ten (10) years of City service, employees shall be compensated for
30 one-half (1/2) of all unused sick leave at their current rate of pay (plus
31 longevity) up to a maximum of 1000 hours.

32 (2) Starting the sixteenth (16th) year of City service, payment shall be
33 increased by an additional five percent (5%) for each additional year of
34 service of all unused sick leave up to a maximum of 1000 hours.
35 Unused sick leave payment shall not exceed 1000 hours.

1 (3) Employees with an excess of 1000 hours of sick leave on June 30, 2015
2 will have a separate bank created. This bank will include all hours
3 above 1000. Upon separation from the City the employee will be
4 compensated for seventy-five percent (75%) of these hours at their
5 current pay rate plus longevity.

6 (C) Upon separation from the City, employees shall contribute twenty-five
7 percent (25%) of their unused sick leave hours, in accordance with section
8 17.04(A) and (B), at their current rate of pay (plus longevity) into their
9 Health Reimbursement Arrangement (HRA) administered by the North Las
10 Vegas Fire Fighters Union Health and Welfare Trust. The City will provide
11 the Union with a breakdown of the deposit to include the quantity of sick
12 leave hours and monetary value for each employee. Accruals used to
13 fund the HRA may be used for reimbursement of medical expenses
14 incurred by the employee and his/her spouse and dependents, but may
15 not be converted into income at any time.

16 (D) In the event of a job-related death, compensation for any unused
17 accumulation of sick leave will be paid to the beneficiaries designated on
18 the employee's Designation of Beneficiaries form, regardless of service
19 time.

20 **Section 17.05 Sick Leave Sell-Back Hours**

21
22 (A) 56-hour employees who exceed 2800 hours of sick leave shall have fifty
23 percent (50%) of the hours that exceed 2800 deposited into their Health
24 Reimbursement Arrangement (HRA) administered by the North Las
25 Vegas Fire Fighters Union Health and Welfare Trust. The money shall be
26 deposited into the Trust at the employee's current rate of pay (plus
27 longevity) in the first pay period that includes July 1st. The City will
28 provide the Union with a breakdown of the deposit to include the quantity
29 of sick leave hours and monetary value for each employee. The
30 remaining fifty percent (50%) of sick leave hours shall be deposited into
31 an emergency sick leave bank, which is not eligible for payout at any time
32 including separation. Emergency sick leave bank hours shall be used
33 only upon exhaustion of all other sick leave hours.

34
35 (B) 40-hour employees who exceed 1200 hours of sick leave shall have fifty
36 percent (50%) of the hours that exceed 1200 deposited into their Health
37 Reimbursement Arrangement (HRA) administered by the North Las
38 Vegas Fire Fighters Union Health and Welfare Trust. The money shall be
39 deposited into the Trust at the employee's current rate of pay (plus
40 longevity) in the first pay period that includes July 1st. The City will
41 provide the Union with a breakdown of the deposit to include the quantity

1 of sick leave hours and monetary value for each employee. The
2 remaining fifty percent (50%) of sick leave hours shall be deposited into
3 an emergency sick leave bank, which is not eligible for payout at any time
4 including separation. Emergency sick leave bank hours shall be used
5 only upon exhaustion of all other sick leave hours.

6

7

(C) All other sick leave sell back programs will follow City policy.

8

1 **Article 18. NON-OCCUPATIONAL INJURIES**

2 ***Section 18.01 Light Duty***

3 (A) An employee incapacitated due to an injury that is not work related may,
4 at the discretion of the Fire Chief or designee, and with the treating
5 physician's statement of work restriction(s), be placed on light duty
6 assignment within the City for a period up to ninety (90) days. If the Fire
7 Chief plans to deny an employee light duty status the Union President will
8 be notified and consulted. If the Union disagrees with the Fire Chief's
9 decision the Union can appeal through the grievance process. The
10 employee shall meet the expectations of the light duty assignment. If the
11 employee is not meeting the expectations of the light duty assignment, the
12 employee, the Union, and Fire Administration shall meet and discuss the
13 expectations. If the employee continues to not meet the expectations of
14 the assignment, then light duty will be denied. Light duty assignments
15 greater than ninety (90) days shall be approved by the Fire Chief and the
16 City Manager. The employee shall be paid at their current wage for hours
17 worked in a forty-hour workweek. When an employee is assigned to light
18 duty, time accrued and charged shall be subject to the conversion factor
19 between suppression and non-suppression personnel. While on light
20 duty, the employee shall participate in department level training or classes
21 that other fire personnel are undergoing, as long as the class activities do
22 not pose any risk to the employee.

23 (B) The City and the Fire Department recognize pregnancy as a normal
24 occurrence in a woman's life and therefore establish this policy to
25 implement the provision of light duty assignments for female employees
26 that are pregnant. Once notification has been made to the City of their
27 pregnancy, the employee shall be removed from suppression duties upon
28 their request. The employee shall have the option of being assigned to
29 light duty or begin using their leave time. If the employee chooses to be
30 placed onto light duty, they will be paid at their current wage for hours
31 worked during the 40-hour workweek.

32

1 **Article 19. OCCUPATIONAL INJURIES**

2 **Section 19.01 Workers Compensation**

3 All employees shall receive all benefits in accordance with Nevada State
4 Industrial Insurance Act, the Nevada Occupational Diseases Act, and the
5 Occupational Safety and Health Act.

6 **Section 19.02 Modified Duty**

7 (A) An employee injured on the job and determined by the treating physician
8 to be temporarily totally disabled shall be placed on industrial
9 insurance. The determination will be verified by the physician completing
10 the Form C-4. Commencing on the first day post injury, the City will pay to
11 the employee an amount equal to the difference between the insurance
12 compensation received and 100% of the employee's premium wages until
13 the employee is released to the Return to Work Program (Modified Duty)
14 or the treating physician gives permanent restrictions.

15 (B) Return to Work Program (Modified Duty) - An employee injured on the job
16 may be employed in Temporary Work Assignments within the City. The
17 treating physician in concert with the primary physician shall determine the
18 duties and number of hours per day the employee is able to perform. The
19 number of hours specified shall be considered a "work day," and the
20 employee shall be paid one hundred percent (100%) of the employee's
21 premium wages to include hours in Article 14 Section 14.02(B) for each
22 day worked. (Example: If it is determined that an injured employee can
23 only work five (5) hours per day of their ten (10) hour work day, payment
24 will be made as if the employee worked the entire ten (10) hours.) When
25 an employee is assigned to modified duty, time accrued and charged shall
26 be subject to the conversion factor between suppression and non-
27 suppression personnel.

28 (C) While temporarily totally disabled, the ambulatory employee is required to
29 submit a completed form and report in person to the Workers'
30 Compensation Division of the Human Resources Department on a weekly
31 basis. If an employee is physically unable to report in person, the
32 Workers' Compensation Division will make special arrangements. The
33 employee is not to leave the geographical area without the approval of the
34 Fire Chief or designee.

35

1 **Article 20. BEREAVEMENT LEAVE**

2 **Section 20.01 Bereavement Leave**

3 (A) A 56-hour employee may be granted a maximum leave of up to three (3)
4 24-hour shifts off with pay for death of an employee or spouse's
5 immediate family member.

6 (B) A 40-hour employee may be granted a maximum leave of up to four (4)
7 shifts off with pay for death of an employee or spouse's immediate family
8 member.

9 (1) An immediate family member of an employee or spouse shall be defined
10 as spouse, children (including adopted, step, or foster relationships),
11 grandchild, mother, father, brother, sister, grandparent, or domestic
12 partner in accordance with Nevada Revised Statutes (NRS).

13 (C) Such leave will not be deducted from an employee's leave bank; however,
14 it is non-accruable and not compensable if unused.

15

1 **Article 21. MILITARY LEAVE**

2 **Section 21.01 Military Leave**

3 (A) Any employee who is an active member of the United States Army
4 Reserve, the United States Naval Reserve, the United States Marine
5 Corps Reserve, the United States Coast Guard Reserve, the United
6 States Air Force Reserve or the Nevada National Guard will be relieved
7 from his/her duties, upon the Supervisor's request, to serve under orders
8 in accordance with Nevada state law and federal law, and be
9 compensated in accordance with Nevada state law and federal law. Any
10 employee requesting this benefit shall provide a copy of his/her military
11 orders to the City.

12 (B) Any employee who receives orders to report to duty shall, upon the
13 employee's request, be relieved from the employee's normal duties
14 without loss of full compensation for a period of up to fifteen (15) shifts per
15 calendar year.

16 (C) Beginning on the 16th shift and for thirty (30) shifts thereafter per calendar
17 year the employee will be paid the difference between their base wage
18 and military duty pay.

19 (D) Upon exhaustion of the shifts as outlined in subsections A and B above,
20 the employee has the option, at their discretion, to use their accrued leave
21 time to be fully compensated for the shifts missed or to make up the
22 difference in their base wage and military duty pay.

23

1 **Article 22. JURY DUTY**

2 **Section 22.01 Jury Duty**

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

5 (1) Those employees called and selected to serve on jury duty shall not
6 report back to work until the judge has excused them.

7 (2) Those employees called but not selected to serve on jury duty shall
8 report back to work when excused.

9

1 **Article 23. CONVERSION**

2 **Section 23.01 Conversion**

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

7 (B) Conversion of leave time accruals and banks (annual, holiday, sick) for
8 employees going from a 40-hour workweek to a 56-hour workweek or
9 employees going from a 56-hour workweek to a 40-hour workweek is
10 accomplished by multiplying the hours accrued and to be accrued by the
11 following conversion factors.

12
13 40 to 56-hour Conversion Factor: 1.400
14 56 to 40-hour Conversion Factor: 0.7143

15
16 Positions classified in the 56-hour workweek that are assigned to a 40-
17 hour workweek will continue their 56-hour contractual accruals (annual,
18 holiday, sick) subject to the conversion factor.

19

1 **Article 24. NON-DISCIPLINARY PAID LEAVE**

2 ***Section 24.01 Non-Disciplinary Paid Leave***

3 At the discretion of the Fire Chief or designee and in concurrence with the
4 City Manager or designee, an employee may be placed on non-
5 disciplinary paid leave (generally coded as Administrative Leave). This
6 leave is typically used during an investigation or as the Fire Chief deems
7 appropriate.

8

1 **Article 25. HOLIDAYS**

2 **Section 25.01 Received Holidays**

3 (A) Each employee shall receive holidays during each calendar year in
4 accordance with NRS 236.015(1). The term holiday is defined for
5 purposes of this Agreement as the day of observance in accordance with
6 NRS 236.015. No other calendar day (celebrated day) shall be
7 considered as a legal holiday except for the following: September 11th
8 and December 24th.

9 (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
September 11 th	Patriot 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 24 th	Christmas Eve
December 25 th	Christmas Day

- 1 (C) If January 1, July 4, November 11 or December 25 fall upon a:
2 (1) Sunday, the Monday following must be observed as a legal holiday.
3 (2) Saturday, the Friday preceding must be observed as a legal holiday.

4 **Section 25.02 Holiday Accrual**

- 5 (A) 56-hour employees shall accrue sixteen (16) hours of holiday time per
6 holiday.
7 (B) 40-hour employees shall accrue five (5) hours of holiday time per holiday,
8 with the exception of Fire Prevention employees.
9 (C) Fire Prevention employees shall accrue ten (10) hours of holiday time on
10 non-working holidays.
11 (D) Accrued holiday time may be taken off in conjunction with the employee's
12 annual leave.

13 **Section 25.03 Payment of Holidays**

- 14 (A) Employees required to work on Thanksgiving Day and Christmas Day
15 shall receive .5 times their hourly rate in holiday premium pay in addition
16 to their regular hours worked. Employees working a shift trade will receive
17 the holiday premium pay. Employees working overtime on a holiday will
18 receive the holiday premium pay in addition to their overtime
19 compensation.
20 (B) Upon separation from the City, suppression personnel are entitled to
21 payment for all unused holiday hours up to a maximum of one thousand
22 forty (1040) hours. Payment of holidays will be at the employee's hourly
23 rate (plus longevity). Upon separation from the City, non-suppression
24 personnel are entitled to payment for all unused holiday hours up to a
25 maximum of five hundred twenty (520) hours. Payment of holidays will be
26 at the employee's hourly rate (plus longevity).
27 (C) 56-hour employees that exceed one thousand forty (1040) hours of
28 holiday leave will have the additional hours above 1040 paid to the
29 employee up to a maximum of 100 hours. Forty percent (40%) of the
30 hours above 1040, with a maximum of forty (40) hours, shall be deposited
31 into the employee's paycheck. Forty percent (40%) of the hours above
32 1040, with a maximum of forty (40) hours, shall be deposited into the
33 employee's Health Reimbursement Arrangement (HRA) administered by
34 the North Las Vegas Fire Fighters Union Health and Welfare Trust. The
35 remaining twenty percent (20%) will be forfeited. The City will provide the

1 Union with a breakdown of the deposit to include the quantity of holiday
2 leave hours and monetary value for each employee. The above payments
3 shall be made at the employee's current rate of pay (plus longevity) in the
4 first pay period that includes July 1st. This sell back will begin in 2016.

5 (D) 40-hour employees that exceed five hundred twenty (520) hours of holiday
6 leave will have the additional hours above 520 paid to the employee up to
7 a maximum of 50 hours. Forty percent (40%) of the hours above 520, with
8 a maximum of twenty (20) hours, shall be deposited into the employee's
9 paycheck. Forty percent (40%) of the hours above 520, with a maximum
10 of twenty (20) hours, shall be deposited into the employee's Health
11 Reimbursement Arrangement (HRA) administered by the North Las Vegas
12 Fire Fighters Union Health and Welfare Trust. The remaining twenty
13 percent (20%) will be forfeited. The City will provide the Union with a
14 breakdown of the deposit to include the quantity of holiday leave hours
15 and monetary value for each employee. The above payments shall be
16 made at the employee's current rate of pay (plus longevity) in the first pay
17 period that includes July 1st. This sell back will begin in 2016.

18 (E) Upon separation from the City, employees shall contribute twenty-five
19 percent (25%) of their unused holiday leave hours, in accordance with
20 section 25.03, at their current rate of pay (plus longevity) into their Health
21 Reimbursement Arrangement (HRA) administered by the North Las Vegas
22 Fire Fighters Union Health and Welfare Trust. The City will provide the
23 Union with a breakdown of the deposit to include the quantity of holiday
24 leave hours and monetary value for each employee. Accruals used to
25 fund the HRA may be used for reimbursement of medical expenses
26 incurred by the employee and his/her spouse and dependents, but may
27 not be converted into income at any time.

28

1 **Article 26. INSURANCE / BENEFITS**

2 **Section 26.01 Life Insurance**

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

6 **Section 26.02 Health Benefits**

7 (A) The City shall pay \$1,100 per month per Union employee for a health and
8 welfare benefit package. The monies shall be deposited into the North
9 Las Vegas Fire Fighters Union Health and Welfare Trust account on or
10 before the last day of the preceding month they are due.

11 (B) All Union employees are eligible to participate in the City cafeteria plan to
12 include a medical flexible spending account (FSA) and dependent care
13 FSA reimbursement plan.

14 (C) Union employee costs for any additional insurance premiums shall be paid
15 through the Internal Revenue Code Section 125 cafeteria plan on a pre-
16 tax basis, as permitted by applicable law. The amount of premium costs
17 for the employee, if any, shall be established by the Union. Premiums
18 shall be withdrawn through the City payroll and deposited into the
19 Insurance Trust account within seven (7) calendar days of the payday.

20 **Section 26.03 Liability**

21 The City shall provide liability insurance protection for each employee of
22 the bargaining unit through a contract for insurance or a self-insurance
23 fund to cover accidents occurring while in the performance of official
24 duties, regardless of fault.

25

1 **Article 27. ANNUAL PHYSICALS**

2 **Section 27.01 Physical Examinations**

3 (A) All employees covered by this Agreement shall be required to take an
4 annual physical examination within thirty (30) days of the employee's
5 birthday. If an employee refuses to take the examination he/she shall be
6 relieved of duty without pay until the examination is taken. If the employee
7 is unable to take the examination because he/she is using sick leave or
8 workers' compensation benefits then the exam must be taken within sixty
9 (60) days of return to duty. Employees using annual leave during the
10 thirty (30) day period will have their thirty (30) day period extended. The
11 amount of days extended will equal the total number of days that span
12 between the first and last shift of annual leave used during the thirty (30)
13 day period following the employee's birthday.

14 (B) Tests required during the annual physical exam shall be, at a minimum,
15 those currently required by the *National Fire Protection Association*
16 *(NFPA) 1582: Standard on Comprehensive Occupational Medical*
17 *Program for Fire Departments*. The City and the Union agree to meet and
18 discuss any future revisions to *NFPA 1582*.

19 (C) All standards in regards to fit for duty or not fit for duty determinations will
20 be agreed upon by the City and the Union. Additionally, all risk factor
21 levels for various conditions with recommended corrections must be
22 agreed upon by the City and the Union.

23 (D) The annual physical examination will be paid for by the City and
24 scheduled while the employee is off duty. Employees will receive
25 compensation for four (4) hours at time and one-half after completion of
26 the required examination.

27

1 **Article 28. ASSIGNMENTS**

2 **Section 28.01 Assignments**

- 3 (A) Assignments shall be based on seniority within classification.
- 4 (B) A 56-hour employee that voluntarily takes a 40-hour temporary
5 assignment shall retain their permanent assignment for up to one (1) year.
6 Upon the agreement of the Fire Chief or designee and the Union, the
7 employee shall have the ability to extend this time frame.
- 8 (C) Assignments shall be for a shift assignment on A platoon, B platoon, and
9 C platoon.
- 10 (D) The Battalion Chief assigned to training will be filled through an interview
11 process. The Fire Chief will make the final selection of the candidate.
- 12 (E) Employees shall remain in their bid assignment for a minimum of thirty
13 (30) days.
- 14 (F) Although the parties intend that assignments are to be permanent insofar
15 as practicable, the Fire Chief shall have the right to initiate, approve or
16 disapprove assignments to promote efficiency of the Fire Department.

17 **Section 28.02 Assignment Vacancy**

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

23 **Section 28.03 Training Assignment**

- 24 (A) Employees assigned to the Training Division shall be paid 100% of their
25 converted 56-hour wage to include premium wages, hours in Article 14
26 Section 14.02(B), and differential pay.
- 27 (B) Employees assigned to the Training Division will not have their 56-hour
28 accruals or banks converted. Employees assigned to the Training
29 Division will continue to accrue holidays as if they were still working the
30 56-hour workweek. Upon separation from the City, the employee's leave
31 banks will be cashed out at their 56-hour pay rate rather than their 40-hour
32 pay rate.

1 (C) Employees assigned to the Training Division shall be eligible for
2 suppression overtime. The overtime pay will be at the employee's 56-hour
3 pay rate. The overtime policy and all related SOG's will be adhered to.
4

1 **Article 29. SENIORITY**

2 **Section 29.01 Seniority List**

3 (A) The Union and the City agree that a seniority list, showing the Fire
4 Department date of hire (and adjusted service date, if any) and the date of
5 the last promotion (or adjusted date, if any), shall be established and
6 brought up to date annually on or before January 31st and posted on the
7 Fire Department bulletin boards or delivered electronically. Failure to
8 protest employee's seniority date on the seniority list within thirty (30)
9 calendar days from date of posting or delivery shall be considered
10 confirmation of employee's seniority as listed.

11 (B) The employee's Fire Department hire date shall be used to establish
12 current Fire Department seniority. Fire Department seniority is based on
13 total length of employment with the Fire Department. Fire Department
14 seniority shall be determined by the following order:

- 15 (1) Fire Department hire date
- 16 (2) Final Training Academy Grade
- 17 (3) Entrance Examination Test Score
- 18 (4) Date of original application

19
20 In the event factor 1 is not conclusive, factor 2 shall govern. If factor 2 is not
21 conclusive, factor 3 shall govern. If factor 3 is not conclusive, factor 4
22 governs.

23 (C) Classification seniority is seniority based on the employee's total length of
24 service in the current classification. Classification seniority for positions
25 normally filled by promotional examinations shall be determined by:

- 26 (1) Date of promotion
- 27 (2) Promotional examination grade
- 28 (3) Department seniority

29
30 In the event factor 1 is not conclusive, factor 2 shall govern. If factor 2 is not
31 conclusive, factor 3 shall govern.

1 (D) Classification seniority for the Fire Fighter position shall be the employee's
2 hire date as a Fire Fighter within the Fire Department.

3 **Section 29.02 Purpose**

4 (A) Fire Department seniority shall be used for purpose of annual leave
5 selection.

6 (B) Classification seniority shall be used for purposes of assignments, layoffs
7 and recalls.

8 **Section 29.03 Break in Service**

9 (A) Seniority shall not be broken by any leave except leaves without pay of
10 more than ninety (90) days in duration. Seniority is not affected by periods
11 spent while on an approved FMLA leave.

12 (B) When an employee has a break in service because of voluntary
13 separation, the employee shall not be credited with that prior service time
14 should the employee later return to City service.

15

1 **Article 30. EXCHANGE OF TIME**

2 **Section 30.01 Exchange of Time**

3 (A) Employees shall have the right to exchange time in the event that it does
4 not interfere with the operation of the Fire Department.

5 (1) All exchanges of time will be job classification for job classification.

6 (2) An employee on the current promotional eligibility list and currently
7 acting in the classification will have the opportunity to exchange time
8 with those within the classification of which they are acting. The
9 reciprocation of time exchanged can only be repaid during the
10 employee's acting assignment.

11 (3) Except for emergency situations, twenty-four (24) hours notice of
12 exchange is required. No obligation shall accrue to the City.

13 (4) In the event an employee that is scheduled to work a shift trade does
14 not report for duty, the employee that is regularly scheduled will be
15 reduced an equivalent amount of hours to the trade.

16

1 **Article 31. PROMOTIONS**

2 ***Section 31.01 Eligibility***

3 All promotional vacancies for classifications within the bargaining unit shall
4 be filled by promotion from within the Fire Department.

5

1 **Article 32. REDUCTIONS IN FORCE**

2 ***Section 32.01 Determination of Reductions in Force***

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

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

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

21

1 **Article 33. CORRECTIVE AND DISCIPLINARY ACTION**

2 **Section 33.01 Purpose**

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

9 (B) The North Las Vegas Fire Department and the City have a right to
10 discipline in accordance with the Employee Development and Performance
11 Program (EDPP) contained in Appendix B. Discipline matters as outlined
12 in the EDPP, and discharge are subject to the grievance procedures.

13 (C) No discipline shall be imposed for the exercise of freedom of speech in
14 Union affairs upon a member of the Union.

15 (D) A copy of any written complaint, reprimand deficiency report or similar
16 document, shall be furnished to the Union, upon request of the employee.
17 Subject to scheduling an appointment, an employee may review his
18 personnel file during the normal business hours of the Fire Department.

19 (E) No member shall be compelled to submit to a polygraph examination
20 against his or her will. No disciplinary action or other discrimination shall
21 be taken against a member for refusing to submit to a polygraph
22 examination.

23 **Section 33.02 Discipline for Cause**

24 Once probation is successfully completed, an employee may only be
25 disciplined for just cause. Probationary employees are considered at-will
26 and may be non-confirmed for any reason. Probationary employees are
27 not entitled to disciplinary procedures provided for in this Agreement.
28 Probationary employees are not entitled to grieve their non-confirmation.

29 **Section 33.03 Resignation**

30 Any employee who resigns in concert with disciplinary action shall submit
31 his/her resignation in writing. Applicable wages shall cease effective 1700
32 hrs. on the resignation date.

33

1 **Article 34. GRIEVANCE PROCEDURE**

2 **Section 34.01 Definition**

3 A complaint regarding wages, benefits, departmental rules and regulations
4 that violate a provision of this Agreement or are applied in an unfair or
5 disparate manner, or interpretation and application of this Agreement.

6 **Section 34.02 Settlement**

7 Grievance or disputes which may arise including the interpretation of this
8 Agreement shall be settled in the following manner

9 *Step 1.* The Union Grievance Committee, upon receiving a written and
10 signed grievance form, shall determine if, in their opinion, a grievance
11 exists. If in their opinion no grievance exists, no further action shall be
12 taken.

13 *Step 2.* If the Union Grievance Committee believes a grievance does
14 exist, the Union Grievance Committee shall, with or without the physical
15 presence of the aggrieved employee, within thirty (30) calendar days
16 from the date the dispute arises, present a signed written grievance to
17 the Fire Chief for adjustment.

18 *Step 3.* If, within ten (10) calendar days after submission to the Fire
19 Chief, the grievance has not been settled, the Union may submit for
20 adjustment to the City Manager, or designee, within an additional ten
21 (10) calendar days.

22 *Step 4.* If, within thirty (30) calendar days of its receipt by the City
23 Manager, or designee, the grievance has not been settled, the Union
24 may submit it to mediation or arbitration within ten (10) calendar days for
25 adjustment.

26 **Section 34.03 Mediation or Arbitration**

27 (A) If the parties mutually desire to submit a grievance to mediation, the City
28 and Union shall retain the services of a mutually agreeable mediator.

29 (B) An arbitrator shall be selected from a list of seven (7) names supplied by
30 the Federal Mediation & Conciliation Service (FMCS). The arbitrator shall
31 be selected by each party alternately striking a name from the list until
32 there is one name remaining on the list. The Union shall be the first party
33 to strike a name at the inception of this Agreement. Thereafter, the party

1 striking the first name on the list shall alternate from grievance to
2 grievance.

3 (C) The jurisdiction and authority of the arbitrator, and the arbitrator's opinion
4 and award, shall be confined exclusively to the interpretation and
5 application of an expressed provision or provisions of this Agreement at
6 issue between the Union and the City. The arbitrator shall have no
7 authority to add to, detract from, alter, amend, or modify any provisions of
8 this Agreement or impose upon any party hereto a limitation of obligation
9 not explicitly provided for in this Agreement; to establish or alter any wage
10 rate or wage structure or to consider any term or condition of employment
11 not expressly set forth within a provision of this Agreement. In the case of
12 discipline, the arbitrator's authority shall be limited to the written charges
13 against and the discipline given to the member. The arbitrator shall not
14 hear or decide more than one grievance without the mutual consent of the
15 City and the Union.

16 (D) The costs of mediation or arbitration shall be borne as follows:

17 (1) The expenses, wages and other compensation of any witness called
18 before the mediator or arbitrator shall be borne by the party calling such
19 witness. Other expenses incurred such as professional services,
20 consultations, preparation of briefs and data to be presented to the
21 mediator or arbitrator shall be borne separately by the respective
22 parties.

23 (2) The mediator's or arbitrator's fees and expenses, the cost of any
24 hearing room, the cost of a shorthand reporter, and of the original
25 transcript shall be borne by the parties equally.

26 (E) The mediator or arbitrator's award shall be final and binding on the Union,
27 the employee represented by the Union, and the City. If the arbitrator
28 awards back wages covering the period of the employee's separation from
29 the payroll of the City, the amount so awarded shall be less any
30 unemployment compensation received and less any interim earnings.

31 (F) It is expressly understood and agreed that the grievance resolution system
32 specified in this article is the only grievance resolution system available to
33 the parties.

34

1 **Article 35. DEFERRED COMPENSATION**

2 ***Section 35.01 Deferred Compensation***

3 A retirement program governed by the Internal Revenue Code 457 shall
4 be offered to employees under this Agreement.

5

1 **Article 36. EDUCATIONAL INCENTIVE PAY**

2 **Section 36.01 Compensation**

3 (A) Employees shall receive in addition to their base wages ten dollars
4 (\$10.00) monthly for each sixteen (16) credit hours completed in college
5 level courses applicable to an Associate or Bachelor degree, from a
6 regionally accredited college or university, up to a maximum monthly
7 educational incentive pay reflective of the table below. The degree field
8 should be applicable to city government.

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

11

12 Associate Degree Monthly:	\$50.00
13	
14 Bachelor Degree Monthly:	\$75.00

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

3 ***Section 36.02 Tuition Reimbursement / Assistance***

4 (A) The Fire Department shall reimburse an employee for tuition and supply
5 costs. The reimbursement shall come with successful completion (C or
6 better) of classes at a regionally accredited college or university that apply
7 towards a degree field that advances the Fire Department's or the City's
8 interests and vision. The reimbursement shall be available annually up to
9 a maximum of two thousand (\$2,000) dollars for an Associate degree,
10 three thousand (\$3,000) dollars for a Bachelor degree, and four thousand
11 five hundred (\$4,500) dollars for an Advanced degree. The Fire Chief, the
12 employee, Human Resources, and the Union shall decide the applicable
13 degree field in advance. Employees shall be responsible for establishing
14 the degree path and submitting the proposal. Supplies include books, lab
15 fees, Community College or University fees, and course fees.

16 (B) To be considered for reimbursement the class must have begun or have
17 been successfully completed within the contract year for which the
18 employee is seeking reimbursement. For instance, if a class was started
19 and paid for in May and successfully completed in August the employee
20 can submit for reimbursement for the contract year to include May (if
21 maximum reimbursement has not been reached) or the contract year to
22 include August. All requests for reimbursement must be submitted within
23 ninety (90) days upon successful completion of the class.

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

26

1 **Article 37. WAGES**

2 ***Section 37.01 Wages***

3

4 Employees shall be compensated in accordance with Appendix C, incorporated
5 by reference into this Agreement. The wages in Appendix C are subject to
6 change in accordance with NRS 286.421.

7 ***Section 37.02 Annual Increases***

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9 No Cost of Living Allowances (COLA) shall be paid for the duration of this
10 Agreement.

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1 **Article 38. PERS**

2 ***Section 38.01 PERS Contributions***

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The City agrees to pay the employee's portion of the retirement contribution under the Employer-Pay Contribution Plan in the manner provided for by NRS 286. Any increase in the percentage rate of the retirement contributions to the Public Employees Retirement Fund shall be borne equally by the City and the employee in the manner provided for by NRS 286.421. Appendix C shall be subject to change in accordance with this section.

1 **Article 39. CALL-BACK PAY**

2 **Section 39.01 Call-back Pay**

3 (A) As defined in NRS 286.025, call-back will be paid in accordance with
4 Nevada Administrative Code 284.214. Reference the Fire Department
5 SOG 1.1.5 for details.

6 (B) All employees covered by the terms of this Agreement who are called
7 back to work from off duty shall be paid for a minimum of four (4) hours at
8 one and one-half times (1½) their regular rate of pay.

9

1 **Article 40. OVERTIME PAY**

2 **Section 40.01 Overtime Pay**

3 (A) Employees assigned to work overtime shall be paid at one and one-half (1
4 ½) times their regular rate of pay. In accordance with NRS 286.025,
5 overtime pay is defined as additional salary earned which exceeds the
6 base pay or normal workday certified by the public employer for scheduled
7 extra duty.

8 (B) There shall be no duplication or pyramiding of time and/or other premium
9 pay. For each period of time for which an employee is entitled to
10 compensation pursuant to a provision of this Agreement, the employee
11 shall be paid in accordance with that pay formula set forth in this
12 Agreement which entitles the employee to the greatest amount of
13 compensation, but the employee shall not be entitled to compensation
14 pursuant to any other pay formula set forth in this Agreement. Time for
15 which an employee is compensated pursuant to the preceding sentence at
16 a premium rate shall not be counted to enable the employee to receive
17 compensation pursuant to another provision in this Agreement.

18 (C) However, in the event a period of call back runs into an employee's normal
19 tour of duty, such employee shall be paid overtime at one and one-half
20 (1 ½) times his premium rate of pay for only those hours worked outside of
21 his normal tour of duty.

22 (D) Employees assigned to the Training Division shall be eligible for
23 suppression overtime. The overtime pay will be at the employee's 56-hour
24 pay rate. The overtime policy and all related SOG's will be adhered to.

25

1 **Article 41. This Article Is Intentionally Left Blank**

2

1 **Article 42. ACTING / DIFFERENTIAL PAY**

2 **Section 42.01 Working Out of Classification**

3 (A) An employee covered by this Agreement who is required to accept the
4 responsibilities and carry out the duties of a position or rank above that
5 which one normally holds shall be paid an additional ten percent (10%) of
6 their base pay per hour while so acting.

7 **Section 42.02 Administrative Assignment Pay**

8 (A) Employees assigned to a 40-hour workweek (having moved from a 56-
9 hour workweek) will receive a ten percent (10%) pay differential.

10 (B) The City and the Union agree that employees may be asked to assume
11 responsibilities requiring unique skill sets or technical expertise. In these
12 rare circumstances, the Fire Chief in conjunction with the City Manager
13 shall determine the appropriate rate of compensation.

14

1 **Article 43. STANDBY PAY**

2 ***Section 43.01 Standby Pay***

3 (A) An employee may be assigned by the Fire Chief to cover all off-duty hours
4 not regularly scheduled or assigned. An employee required to standby
5 shall be compensated at four dollars (\$4.00) an hour.

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

8

1 **Article 44. LONGEVITY**

2 **Section 44.01 Longevity**

3 (A) A longevity pay plan shall apply to all employees of the bargaining unit
4 hired on or before June 30, 1997.

5 (B) Upon completion of seven (7) years employment, an employee shall
6 receive an additional three and one-half percent (3-1/2%) of their base
7 monthly salary and shall receive an additional one-half percent (½%)
8 increase each year thereafter until a maximum of ten percent (10%) has
9 been reached for twenty (20) years of service or longer with the City of
10 North Las Vegas. Said longevity pay shall become effective upon the City
11 seniority date of the employee and shall be granted on merit and
12 performance evaluation.

13 (C) All employees hired July 1, 1997 or after will not be eligible for longevity
14 pay.

15

1 **Article 45. SPECIALTY PAY**

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

- 4 (A) The City and the Union agree that members of the Fire Suppression
5 Division who have obtained and maintain valid certification from the
6 authority having jurisdiction, for Hazardous Materials Technician,
7 Technical Rescue Team, Aircraft Rescue Firefighting and that are
8 assigned to the stations designated as the Hazardous Materials Response
9 Team, Technical Rescue Team, and/or Aircraft Rescue Firefighting shall
10 be paid incentive pay. The incentive pay shall be five percent (5%) of the
11 member's present salary.
- 12 (B) If any member allows their valid certification to lapse, they automatically
13 forfeit their incentive pay.
- 14 (C) Permanent assignment to the Hazardous Materials Station, the Technical
15 Rescue station, and/or the Aircraft Rescue Firefighting station shall be
16 through the bid for assignment process. If there are not sufficient
17 volunteers, then assignments will be made based on seniority.
- 18 (D) All members who obtain and maintain certification as a Hazardous
19 Material Technician, a Technical Rescue Technician, or Aircraft Rescue
20 Firefighter and are not permanently assigned to the designated Hazardous
21 Material Team, Technical Rescue Team, or Aircraft Rescue Firefighting
22 Team shall receive five percent (5%) acting pay when temporarily
23 assigned to the respective station.
- 24 (E) Certification training will be accomplished during normal duty hours. If
25 training during normal duty hours cannot be accomplished, then training
26 will occur on overtime.
- 27

1 **Article 46. BILINGUAL PAY**

2 **Section 46.01 *Bilingual Pay***

3 (A) Employees covered by this Agreement, who are bilingual in English and
4 Spanish and use the second language as part of their work, shall receive
5 a premium pay at the rate of seven hundred fifty dollars (\$750) per year to
6 be paid the first pay period in January.

7 (B) Eligible employees shall complete a conversational skills proficiency exam
8 as administered by the Fire Chief or designee.

9 (C) The Fire Chief or designee shall determine additional eligible languages
10 necessary to meet the service needs of the citizens.

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1 **Article 47. RESIDENCY**

2 ***Section 47.01 Residency***

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All Fire Department employees hired after July 1, 2015 will be required to maintain residency within Clark County, Nevada upon successful completion of their probationary period. Such employees will be required to maintain residency in Clark County, Nevada for the duration of their employment with the City of North Las Vegas Fire Department.

1 **Article 48. REOPENER**

2 ***Section 48.01 Reopener Clause***

3 The parties agree that the City, if it anticipates or projects a budget shortfall for
4 fiscal year 2016/2017, may reopen the following articles for the purpose of
5 negotiating changes for fiscal year 2016/2017 consistent with the financial
6 needs of the City. Any agreement reached as a result of such reopening shall
7 become effective as of July 1, 2016:

8 (1) Article 16, Annual Leave

9 (2) Article 17, Sick Leave

10 (3) Article 25, Holidays

11 (4) Article 26, Insurance/Benefits

12 (5) Article 36, Education Incentive Pay

13 (6) Article 37, Wages (limited to annual step increases)

14

1 **Article 49. SAVINGS CLAUSE**

2 ***Section 49.01 Savings Clause***

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

7

1

2 **Article 50. SCOPE AND DURATION OF AGREEMENT**

3 **Section 50.01 Amendments**

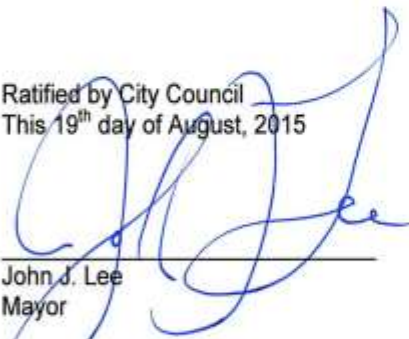
4

5 This writing constitutes the complete Agreement of the parties.
6 Any amendments to this Agreement shall be of no validity unless reduced
7 to writing and signed by both parties.

8 **Section 50.02 Term**

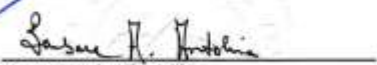
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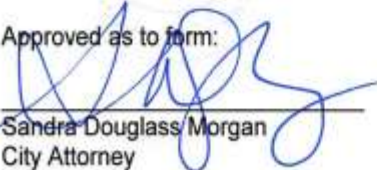
10 This Agreement shall be effective July 1, 2015 and continue in full force
11 and effect through June 30, 2017 and from year to year thereafter unless
12 written notice to change or modify is given by either party, not less than
13 (60) days prior to June 30, 2017. Timely notice by either party to change
14 or modify shall operate to open all mandatory subjects of bargaining as
15 defined by law for negotiations.
16

17
18
19 Ratified by City Council
20 This 19th day of August, 2015
21
22
23
24 
25 _____
26 John J. Lee
27 Mayor

Ratified by the International
Association of Fire Fighters
Local 1607

28
29
30 
31 _____
32 Scott M. Johnson
33 President

34
35
36 Attest:
37 
38 _____
39 Barbara A. Andolina
40 City Clerk

36 Approved as to form:
37 
38 _____
39 Sandra Douglass Morgan
40 City Attorney

Represented Classifications

Battalion Chief
EMS Chief
Deputy Fire Marshal

NORTH LAS VEGAS FIRE DEPARTMENT

EMPLOYEE DEVELOPMENT And PERFORMANCE PROGRAM

THEORY OF EMPLOYEE DEVELOPMENT and PERFORMANCE PROGRAM

Discipline is the most difficult and unpleasant experience of work. Few employees enjoy being the focus of a disciplinary action, and few supervisors enjoy taking disciplinary action against an employee.

For most people, the only discipline that will be required during their working careers comes from the informal interaction they have with their supervisor. Informal resolution is best accomplished when supervisors adequately explain expectations and:

- Utilize effective *coaching* techniques.
- Ensure employees receive a sufficient level of *training*.
- Remove *obstacles* that interfere with success.
- Provide timely *feedback*.
- Arrange for *consequences* based on performance.

It is a fact that some employees, at least once in their career, will have a problem that must be dealt with. If the employee is treated as a professional who must solve the problem, the employee is more likely to respond positively and will solve the problem. It is also a fact that supervisors and employees can resolve the majority of all problems informally.

Employees contribute to informal resolution by:

- Taking responsibility for the elimination of problems.
- Acknowledging that the willful failure to take responsibility may result in discipline.

When it is determined that an employee is unwilling to solve a problem, management is placed into a difficult situation. Placing the responsibility for eliminating the problem squarely on the shoulders of the employee is often the

only solution. Discipline is the compelling tool used to enforce that responsibility. Failure by an employee to correct a problem results in discipline.

It is the underlying theory of the EDPP that when supervisors and employees work together, most problems can be resolved informally without having to resort to formal disciplinary measures. Thus, EDPP consists of two parts, involving informal and formal processes.

EMPLOYEE DEVELOPMENT AND PERFORMANCE PROGRAM IS A TWO PART PROCESS

The “Informal Process” involves techniques that are utilized to:

- Increase motivation and development.
- Prevent problems from developing.
- Ensure responsibility is not ignored.
- Discover mutually acceptable solutions to problems that do arise.

The “Formal Process” involves progressive disciplinary action, and occurs when:

- Attempts to resolve a problem informally fail.
- An employee is not taking responsibility to correct problems.
- Problems are of an immediate and serious nature and therefore cannot be dealt with informally.

WHAT IS A PROBLEM?

A problem can be defined as the difference between a management expectation and an employee’s success in meeting that expectation. Problems vary, but can generally be assigned to one of three distinct categories: Conduct, Attendance, or Performance. Each category is defined and examples are provided.

In each case, these are examples only. They are in no way intended to be all-inclusive for the category.

CONDUCT: Conduct is a mode or standard of personal behavior. It is how a person acts or carries him or herself and how that person interacts with those around him or her. It is more closely related to personal behaviors than to performance of job tasks. Examples of poor conduct include:

Insubordination

- Challenge, criticism, or obstruction that interferes with management efforts.
- Willful failure to do an assigned job or obey an order.

Alcohol or controlled substances

- Reporting to work under the influence of or use of alcohol while on duty.
- Using or selling controlled substances.

Fighting

- An argument between parties, provoked or unprovoked, that is disruptive to others or the public.
- A hostile encounter between parties resulting in physical combat.

Threatening or striking another person

- Uttering an expression or intention to inflict harm to another person.
- Physically attacking or inflicting bodily harm to another person.

Dishonesty

- Falsifying personnel documents.
- Falsification of NLVFD records or incident reports.
- Lying.

Theft

- Engaging or conspiring in the theft of City property or supplies.
- Theft of the personal property of others.

Misconduct

- Indulging in boisterous conduct or obscene language in public view.
- Engaging in illegal activities, on duty or off duty.
- Inappropriate comments or slurs that may be deemed discriminatory or that create a hostile work environment.
- Violation of Department Policies, Rules and Regulations, or engaging in other activities disapproved by the department as stated in writing.

ATTENDANCE: Attendance relates not only to the ability of a person to arrive at work at the start of their scheduled shift, but also to be present at assigned locations throughout the shift. Examples of attendance problems include:

Tardiness

- Failure to report to work at the beginning of a shift, regardless of last minute unapproved trades.
- Failure to transfer from station to station or to an assignment in a timely manner.

Absenteeism

- Failure to notify supervisor of emergency absenteeism prior to the start of the work shift.
- Failure to call in on scheduled work day (no call/no show).
- Failure to arrive at work after calling in late.
- Failure to report to work at the conclusion of approved leave.

Abandonment

- Leaving the station, unit, or assigned work location without supervisor approval.
- Leaving the scene of an emergency incident without supervisor approval.

PERFORMANCE: Performance refers to a person's ability to do satisfactory and competent work. **Failure to follow established policies or rules and failure to meet performance standards are among the most common problems associated with performance. The former is within the power of a person to control, and may, therefore, logically result in discipline.** However, the need for increased training should be considered in making any disciplinary decision concerning the employee's inability to perform to acceptable standards. Examples of performance problems include:

Appearance

- Failure to wear approved uniforms on duty.
- Wearing uniforms beyond their acceptable appearance.
- Failure to maintain a professional image on duty.
- Failure to maintain appearance within the guidelines of the NLVFD SOGs.

Safety

- Engaging in acts, which expose any person to potential injury.
- Failure to use safety equipment provided by the NLVFD where appropriate.
- Failure to follow safety guidelines as prescribed by the NLVFD SOGs, Rules and Regulations, and Administrative Directives.

Performance of Duties

- Poor performance of routine and/or emergency duties or assignments.
- Poor performance while in a training or evaluation setting.
- Fails or is slow in reporting for emergency or non-emergency duties and functions.
- Fails to follow direction given by a supervisor or instructor.

COMPLEX PROBLEMS

Although problems are generally assigned to one of three categories, it is essential to remember that problems often involve factors that overlap into two, or even all three categories. For instance, a tardy employee who threatens the supervisor when confronted has demonstrated problems in two categories: Attendance and Conduct. As a result, that employee may receive discipline in two or more categories. Supervisors must remember that it is important to consider an employee's overall success in meeting expectations.

WHICH PROCESS DO I USE?

When a problem initially arises, the first question usually asked is: Should there be an attempt to resolve this problem informally, or does the problem warrant formal discipline? The answer to that question cannot be decided until the supervisor gathers some basic information concerning the problem.

- Was there negative action or negligence on the part of the employee that is intentional?
- Did the action or negligence involve a breach of safety or honesty, or have a negative impact on operations?
- Was the action or negligence a violation of policy?

INFORMATION GATHERING

Information gathering is a fact-finding mission, and the more time and effort put into finding out the facts, the easier the rest of the process will be. Information gathering usually starts as a conversation between the employee and supervisor to get a general idea of what happened. The supervisor should:

- Ask as many questions as needed to get the whole picture.
- Talk to co-workers, employees on other shifts, or anyone else with knowledge about the incident.
- Make a personal observation of any physical items involved.
- Listen attentively to what all parties have to say.
- Keep an open mind.

After all necessary information has been gathered; the supervisor should decide whether the problem could be handled by applying the Informal or Formal Process.

THE INFORMAL PROCESS

The underlying goal of the Informal Process is to prevent problems from developing and to quickly eliminate problems that do arise. Six strategies and techniques have been determined to be important components of an effective Employee Development and Performance Program, especially a program that places a great deal of importance on supervisor and employee responsibility. When these strategies and techniques are properly utilized, supervisors should have very few discipline problems. When a problem is first identified, the supervisor and employee attempt to resolve it through these six strategies:

- Developmental **Coaching**
- The application of **Training**
- The removal of **Obstacles**
- The timely delivery of **Feedback**
- The arranging of **Consequences**
- Provide **Counseling**

COACHING

Coaching is an informal, often times spontaneous discussion designed to assist an employee in developing knowledge, skills, and abilities. It is the everyday interaction between supervisor and employee that leads to employee development.

Praise and encouragement are the most effective coaching tools. They enable the supervisory coach to define exactly what he or she expects in a positive way. A good coach tries to be a “people developer” and you can’t develop people by tearing them down.

There are several coaching actions that can contribute to effective supervision:

- Provide employee with positive feedback.
- When you have to criticize, focus on the problem, not the individual’s personality.
- Give employees both positive and negative feedback.
- Build and maintain strong relationships with employees.
- Confront employees with problems in their performance.
- Use active listening skills.
- Listen more than you talk.

As an effective supervisor, you will need to know what to coach and when to coach. Generally, you will need to assume the role of coach when a member of

your work team does not know how to do an assigned task, performs a job incorrectly, or does not perform to prescribed standards.

Generally, if the performance problem is one of attitude or motivation, you may need to counsel the employee.

Once you identify an area that requires coaching, either through direct observation or an employee's direct request for help, you can develop a coaching plan. Elements of a plan may include:

- Let employees know what is expected of them by clearly defined standards and job responsibilities. Develop a work plan with agreed upon tasks and completion dates.
- Let employees know how they are doing through positive and negative feedback, evaluation of performance, and documentation of strengths and weaknesses.
- Mutually develop a plan for improvement. Monitor progress in areas that need strengthening and suggest and provide appropriate training. Recognize and praise performance improvement.
- Remember the principles of effective communication.

Theory: If an employee seeks assistance in resolving a problem, there is a chance that the problem can readily be resolved. If a person does not recognize that a problem exists, that person will have no reason to change his or her behavior.

Guidelines for Effective Coaching:

- Resolutions should be discussed in terms of what is desired by the Fire Department.
- Employee's comments or reactions should be encouraged.
- The supervisor should provide a rationale for policies or rules in question.
- All persons involved should listen carefully. A tip to assist in the communication process is to re-state what is heard to ensure adequate understanding.
- Commitments to change should be sought, and the door should be kept open for future discussions about the problem.
- Supervisors should express confidence in the employee's ability to improve.
- Coaching sessions should end on a positive note.

TRAINING

Training employees for their jobs and developing their skills and abilities are important responsibilities of the supervisor. Part of your job will be to create a climate for learning by endorsing training activities, encouraging employees to take advantage of them, and helping them in every way to grow on the job.

Training consists of activities designed to provide employees with the knowledge, skills, and abilities required to do the job properly. Training usually takes place in a structured format with pre-established objectives. Problems can arise when employees are not provided with an appropriate level of training. When this occurs, attempts to resolve the problem any other way would be unsuccessful. Training deficiencies may be identified during Coaching sessions, or the supervisor may have to make a more thorough inquiry into the employee's training history.

Theory: If an employee lacks the necessary knowledge, skills, or abilities, he or she will be unable to perform effectively.

Guidelines for Effective Training:

- Supervisors who believe that a lack of training may be contributing to a problem should ensure that job requirements haven't changed since the employee was initially trained and that the employee has received appropriate training in all elements of the job.
- Any deficiency in training should be addressed by providing the employee with the training needed.
- The supervisor should monitor the employee's performance to determine if the training was successful.

OBSTACLES

Removing obstacles involves ensuring the employee has the time, tools, equipment, and proper direction required to do the job. It may involve determining if anything outside of the supervisor's immediate attention prevents the employee from doing the job properly. Removing obstacles means that it is important to look below the surface. Again, problems in this area may be identified during Coaching sessions. Supervisors should be sensitive to concerns and issues relating to the employee's personal situation. Should the supervisor identify personal issues relating to performance, the utilization of the Employee Assistance Program (EAP) is encouraged.

Theory: If a person does not have the time, tools, or equipment needed to do a job, receives conflicting instructions, or has serious personal problems that interfere with doing the job, that person will be unable to do the job properly.

Guidelines for removing Obstacles:

- Supervisors should ensure the employee has the time, tools, and equipment required to do the job properly.
- Determine if anything, either from within the organization or from outside of the organization, is preventing the employee from doing the job right.
- Determine that specific actions have been taken to remove known obstacles.

FEEDBACK

Supervisors should give employees feedback to tell them how they are doing. Feedback can be used to discipline, correct, inform, or praise the performance of employees.

Many supervisors mistakenly assume that employees know both how well they are doing and how well their supervisor thinks they are doing. It is the supervisor's responsibility to tell employees about their performance through feedback.

Giving feedback to all employees - good and poor – is important. If we offer feedback just to poor performers, we ignore the needs of good employees who should be recognized for their efforts. Giving positive feedback is worth a supervisor's time. By not correcting less productive performers through feedback you may be implying that you are pleased with their performance.

Feedback is the act of providing specific qualitative and/or quantitative information about conduct, attendance or performance, in relation to a given standard or goal. For example, when a problem arises, the supervisor may elect to Coach the employee as a method of informal resolution. If the problem does not go away at that point, the supervisor should provide timely feedback on the employee's success or failure at resolving the problem. Otherwise, the problem may not go away or may become worse.

Theory: If a person does not know exactly how well or how poorly he or she is doing, there is no way his or her performance can be improved. Regular, short-term feedback is essential.

Guidelines for Effective Feedback:

Supervisors should evaluate the following questions:

- Does the employee know exactly how well he or she is doing?
- Does the employee get regular, short-term feedback about job performance?
- Have expectations been clearly identified with the employee?

CONSEQUENCES

Arranging consequences consists of ensuring it actually does make a difference, both to the employee and the organization, that a job is done and done correctly.

Theory: If an employee determines that it actually doesn't matter if the job is done correctly, or if the consequences of doing a job properly or quickly are unpleasant, ultimately he or she will stop doing it correctly. For example: Does doing the job properly or quickly result in additional work for the employee?

Guidelines for arranging Consequences

Supervisors should evaluate the following questions:

- What differences does it make to the employee if he or she performs as he or she is supposed to? Are employees motivated to do the right thing?
- What happens when the employee does the job poorly or fails to do it at all?

COUNSELING

Counseling is a serious discussion between a supervisor and an employee designed to correct employee problems. Counseling is planned, has a specific purpose, and is intended to result in a specific action(s). When the supervisor identifies a problem that requires more than a coaching session or determines that coaching has failed to resolve a problem, he or she should make arrangements to conduct a Counseling Session with the employee.

Counseling Procedure:

Once the supervisor has made a decision to Counsel an employee, the next level supervisor will be contacted and informed of the proposed counseling. For example, the Captain will contact the Battalion Chief. The Battalion Chief or next level supervisor will confirm the counseling recommendation by:

- Comparing the counseling against the employee's disciplinary matrix.

- Determine whether or not the counseling conforms to the discipline process and is consistent with previous decisions in similar circumstances.

If the Battalion Chief or next level supervisor confirms the counseling recommendation a Counseling session should be performed and documented using the NLVFD Counseling form (Appendix A). A copy of the form will be given to the employee, the Captain or next level supervisor will maintain a copy for 6 months, and the Battalion Chief will enter the counseling session into the disciplinary matrix.

If the employee's disciplinary history will not allow counseling or if it is determined that previous similar circumstances have resulted in formal discipline, the Captain or supervisor and the Battalion Chief or next level supervisor will move to the Formal Discipline Process and conduct an Investigative Interview.

Theory: Counseling is designed to assist an employee in eliminating a problem so that formal discipline will not be necessary.

Guidelines for Effective Counseling:

The guidelines for effective counseling are similar to those for effective coaching. However, supervisors are encouraged to consider the use of privacy, appropriate communication techniques, and overall tone of discussion to differentiate a counseling session from a coaching session. Counseling sessions should end on a positive, yet serious note.

- Problems should be stated in terms of desired versus actual conduct, attendance, or performance.
- The employee should be encouraged to provide comments or reactions.
- The supervisor should provide a rationale for policies or rules violated.
- All persons involved should listen carefully. A tip to assist in the communication process is to re-state what is heard to ensure adequate understanding.
- Commitments to change should be sought and the door should be kept open for future discussions about the problem.
- Necessary changes and appropriate time frames for compliance should be explained so that employees are aware of specific actions required of them.
- Supervisors should express a confidence in the employee's ability to improve.
- Counseling sessions should end on a positive yet serious note.

SUMMARY

Supervisors should integrate the use of informal techniques into their everyday management style. If they do so, they will see a decline in the number of problems they must address. The use of informal techniques should become second nature.

Attention to the six strategies or techniques by the supervisor is an important step to assist the employee in eliminating a problem. It can then be more easily determined when a problem persists, that the employee has not taken enough responsibility upon himself or herself to eliminate the problem.

Employees who do not respond to informal resolution techniques compel the supervisor to consider formal disciplinary action. This action moves us to the formal discipline process.

THE FORMAL PROCESS

The Formal Process occurs as a result of either a failure of the Informal Process to eliminate a problem, or as an immediate response to a serious problem that could not have been dealt with informally. A decision to use the Formal Process begins after the supervisor completes his/her information gathering and conducts a review of all informal steps that may have been taken. Once a decision to use the formal process is reached, the Supervisor will continue the process with the next level supervisor. For example, the Captain will proceed with the Battalion Chief.

The Formal Process consists of:

- Preparing and conducting an Investigative Interview.
- Utilizing the decision making process in regards to discipline.
- Preparing and conducting an Administrative Hearing, if applicable.
- Documentation.

PREPARING FOR AN INVESTIGATIVE INTERVIEW

Disciplinary actions should follow the offense as soon as reasonably possible and offenses must not be allowed to build up before action is taken. Before meeting with an employee to discuss a problem that may lead to discipline, the supervisors should take the time to prepare. The basic steps of preparation include:

1. Gathering information concerning the incident or violation to justify the potential for formal discipline. The goal is to gather enough information to ensure that the incident can be adequately addressed.
2. Reviewing notes from the information gathering process or documents from previous efforts at resolving the problem. **If any information suggests that the incident may be criminal in nature, the investigation or violation shall be immediately referred to the Fire Chief or designee. If it is determined that the incident may be in violation of the City Harassment Policy (sexual, racial, workplace violence, etc.) it shall be referred to the Fire Chief or designee, then forwarded to the Director of Human Resources or designee.**
3. Preparing an agenda outlining major points to be covered in the meeting.
4. Providing the employee with notification of the meeting location, date, and time.
5. Ensuring that the employee has time to secure union representation.

Once the steps taken to prepare are complete, the supervisors will then meet with the employee to discuss the problem. This is known as an Investigative Interview.

CONDUCTING AN INVESTIGATIVE INTERVIEW

The Investigative Interview is a formal meeting in which the supervisor and the Battalion Chief or next level supervisor and employee discuss the problem at hand. The supervisors identify the problem and discuss facts, evidence, etc., obtained during the information gathering phase. Section I of the NLVFD Disciplinary Action Form (Appendix B) is completed to document the Investigative Interview

During the Investigative Interview, the employee is afforded the opportunity to provide an explanation. This explanation may be given during the meeting or the employee may elect to submit a written response to the supervisor who is conducting the investigation up to 48 hours later (or at a mutually agreed upon time).

The Investigative Interview should be conducted by the immediate supervisor and the Battalion Chief or may be conducted by the Fire Chief and/or his designee, depending upon the nature and seriousness of the event leading to the

meeting. Important points to remember during any meeting between supervisors and employees are:

Privacy: Meetings should always be held in private. When problems are discussed openly in front of others, people tend to become defensive and try to save face.

Listen: An effective meeting is a two-way conversation, not a lecture. The supervisor should remember that the employee may have a valid reason for what he or she did, or the employee may not know that he or she violated a rule.

Tone: The tone of this meeting should be neutral.

Use the Golden Rule: Individuals who become involved in this process are still dignified human beings and should be treated as such. Treat others as you would want to be treated if the roles were reversed.

Feedback: Any actions or non-action shall be communicated to the employee within fifteen (15) calendar days.

MAKING A DECISION IN REGARDS TO DISCIPLINE

Once a Captain or supervisor and the Battalion Chief or the next level supervisor has conducted an Investigative Interview and has considered any response the employee may offer, a decision regarding formal action must be made. An initial evaluation of whether disciplinary action is appropriate involves the supervisors asking certain questions. These questions are intended to provide a remedial check on supervisory strategies:

- Is there sufficient evidence that the employee violated a rule or procedure?
- Can I demonstrate that the employee understood a rule/policy that was violated?
- Can I demonstrate that the employee knew in advance that such behavior would be subject to disciplinary action?
- Can I demonstrate that the rule violated was reasonably related to the safe, efficient, and orderly operation of the organization?
- Can I demonstrate that the employee committed an intentional act or omission?

After answering these questions, the supervisor should then utilize the Disciplinary Algorithm.

DISCIPLINARY ALGORITHM

The Disciplinary Algorithm is a tool that assists supervisors in determining the appropriate level of discipline to apply. The Disciplinary Algorithm prompts the supervisor by asking questions that are designed to help determine the degree of seriousness of the offense and the impact of the offense upon the Fire Department.

When the supervisor applies the circumstances of the offense to the Disciplinary Algorithm, he or she will be led to an appropriate range of disciplinary actions. The supervisor should select the lowest action necessary to compel the employee to take responsibility for eliminating the problem.

The Disciplinary Algorithm is designed to assist a supervisor in reaching a reasonable recommendation based solely upon the merits of the case at hand.

The Disciplinary Algorithm requires the supervisor to consider three very important factors: **safety, honesty**, and if there has been a **negative impact** on Fire Department operations. Determining where the infraction falls in relation to these three queries will help the supervisors remain consistent throughout the decision-making process.

SAFETY

It is incumbent upon the North Las Vegas Fire Department and each employee to provide as safe a working environment as possible. Safety is one of the most serious considerations that must be addressed by the supervisor.

Theory: Safety is of paramount importance, therefore safety rules and policies must be closely monitored.

Questions to Ask: Supervisors must determine the following:

- Does the employee's action result in a potential threat to the safety of other personnel or oneself?
- Does the employee's absence result in a potential threat to the safety of personnel or operations?
- Was there willful or intentional disregard for a safety rule or policy, which was known to the employee?

HONESTY

Honesty and integrity are two of the most important characteristics of employees who are given the trust of the public and their fellow employees and are therefore taken very seriously.

Theory: A working environment where employees cannot be trusted is a destructive one. Dishonesty or lack of integrity cannot be tolerated in any work environment.

Questions to Ask: Supervisors should evaluate the following questions:

- Does the infraction or explanation of the infraction involve dishonesty or untrue statements?
- Is there sufficient evidence of dishonesty or witnesses who lead the supervisor to doubt the employee's honesty?
- Does the infraction involve theft, and is there sufficient proof of employee involvement?
- Do the facts or evidence support the employee's account or explanation?

NEGATIVE IMPACT

Although all infractions impact day-to-day operations in one way or another, the supervisor must consider which of these presents an overall negative impact on the department. Negative impact relates to the department's inability to quickly recover from the costs or ramifications resulting from the employee's infraction.

Theory: Since the Fire Department is a publicly funded, service-oriented organization; its operations are constantly scrutinized. Infractions, which result in undue costs or embarrassment to the department, are counterproductive to the success of the Fire Department's overall mission.

Questions to Ask: The supervisor should evaluate the following items:

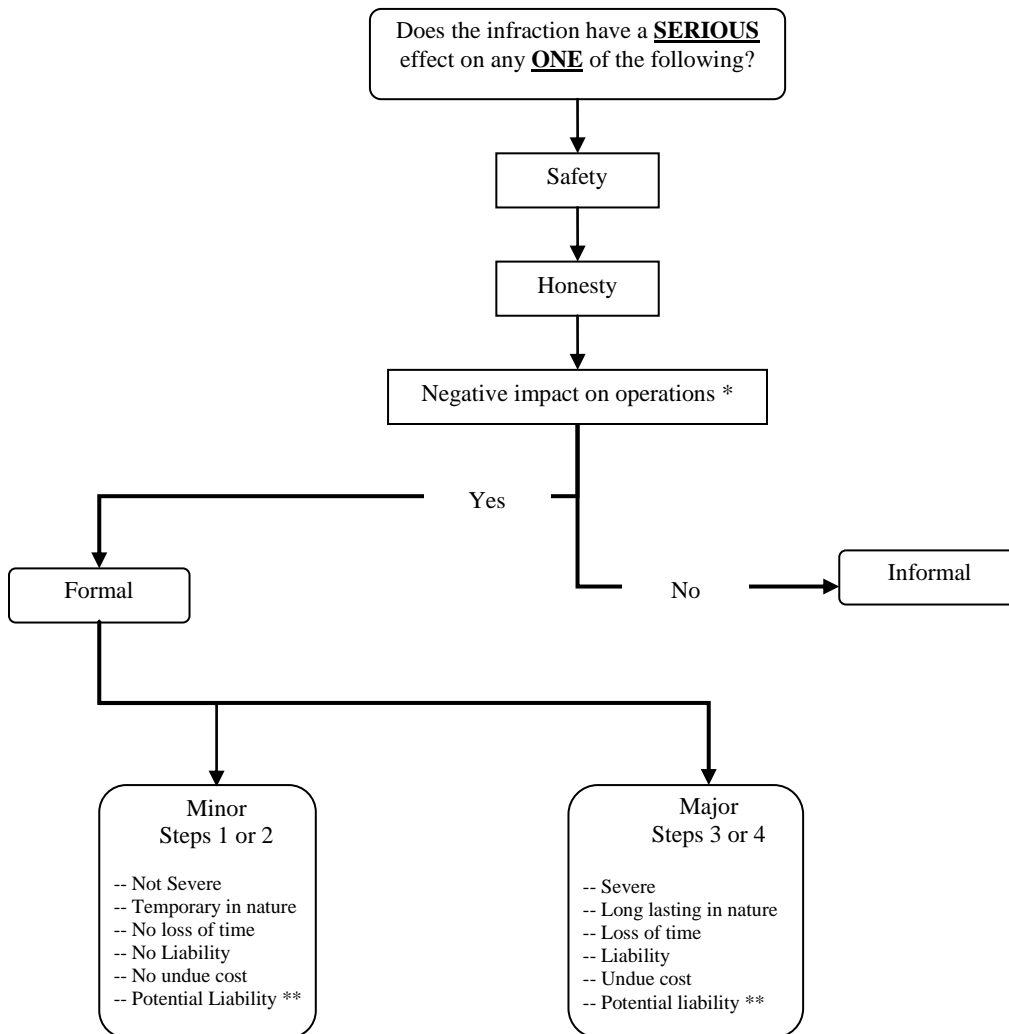
- Did the employee's actions have a negative impact on Fire Department operations?
- Did the employee's actions cause the Fire Department loss of time, undue cost, serious liability exposure, or potential liability?
- Does the action bring negative attention to the Fire Department?

Once the above-mentioned items have been considered, the supervisor must determine the severity of the infraction. Was this a **minor** or **major** infraction? A minor infraction is usually not severe, is temporary in nature, and does not result

in undue cost or liability/potential liability to the department or city. A major infraction is usually severe, long lasting, or results in undue costs or liability/potential liability to the Fire Department or City.

(1)

DISCIPLINARY ALGORITHM



* Injury, cost, damage to public image or negative impact on operations

** If intervention had not occurred the infraction could have caused bodily injury or high cost to the City.

DISCIPLINARY ACTION STEPS

There are four progressive steps of disciplinary action in the Formal Process. They are:

Step 1: A Step 1 action places an employee on written notice by the supervisor that failure to correct a problem could lead to more serious discipline. This action has an active life span of 6 months.

Step 2: A Step 2 action involves a minimum of a written notice to a maximum of a one-half shift suspension without pay. A Step 2 is given when the action warrants more than a Step 1 action or when a Step 1 action is not available. This action has an active life span of 9 months.

Step 3: A Step 3 action involves a suspension. The suspension period will be a minimum of one work shift to a maximum of one workweek **without pay** (For 56-hour personnel, one work shift is 24 hours, one workweek is 56 hours. For 40-hour personnel, one work shift is 10 hours; one workweek is 40 hours). This action has an active life span of 12 months.

Step 4: A Step 4 involves a suspension but the suspension period will be one shift with pay. This action has an active life span of 12 months. This is the most serious disciplinary action in the EDP process. Paid time away from work is provided to the employee so that he/she may decide on whether employment with the Fire Department is in his/her best interest. Except in the most unusual circumstances, any additional formal discipline during the active period of a Step 4 will result in a termination hearing.

DISCIPLINARY DECISIONS AND MATRIX ENTRY

Once the supervisors make a decision concerning the level of discipline to be taken the action will be compared against the employee's disciplinary history and a determination will be made as to whether or not the action conforms to the discipline process and is consistent with previous decisions in similar circumstances.

All supervisors must remember that once a decision has been made to take formal disciplinary action, it must be able to stand up to scrutiny. Problems occur when:

1. There is insufficient evidence to support the action.
2. Procedures and legal requirements have been overlooked.
3. The case is unable to withstand counterpoints from the employee.

4. The action proposed is not consistent with previous decisions in similar circumstances.
5. The action proposed is unacceptable considering the employee's *overall* disciplinary history.

After the proposed action is confirmed a disciplinary meeting is held to inform the employee of the action. The action will be documented on the disciplinary form and in the matrix. The Battalion Chiefs will maintain the Matrix.

Note: Any discipline greater than a step 2 or resulting in suspension requires an administrative hearing prior to action being taken.

COMMON QUESTIONS ARE:

- Are the three categories of problems (Conduct, Attendance, Performance) strictly independent of each other?
- Are we required to be strictly progressive in the application of discipline within each of these categories?

The answer to each question is no. The EDPP stresses that discipline be based upon the employee's overall success at meeting managerial expectations.

RULES, MATRIX AND CONCEPTS

A few rules apply to the application of the different steps of discipline.

Rule #1: Disciplinary actions have active life spans. Active is defined as the total time period the disciplinary action weighs against the employee. The active life spans are:

Counseling: 6 months

Step 1: 6 months
Step 2: 9 months
Step 3: 12 months
Step 4: 12 months

For instance, if Employee X receives a Step 1 disciplinary action on January 1, 2015, it becomes inactive on June 30, 2015, 6 months from the date the action was imposed, providing no further problems occur during that 6-month period. If further problems do occur prior to June 30, 2015, the active life span shall be extended, as explained in Rule #2.

Rule #2: Active life spans are subject to *linking*. This is done to ensure that documentation of prior disciplinary actions, often considered a basis for more progressive disciplinary action, is not lost.

Continuing the example above, if Employee X were to receive a Step 2 disciplinary action for any offense on March 1, 2015, the active life span of the Step 1 already given is extended by the life span of the Step 2, or 9 months. The Step 1 and Step 2 actions will remain “active” until November 30, 2015 unless an additional disciplinary action is imposed prior to November 30, 2015, which would extend both actions even further.

The EDPP is structured to prevent repetitive disciplinary action, which is counterproductive for both the employee and the Fire Department.

Repetitive disciplinary actions are controlled by Rule #3, which limits the number of active actions in any step. This ensures that progressively more serious discipline is imposed, when necessary.

Rule #3: The total number of active actions in any given step is listed below. When these limits are exceeded, the action must move up to the next step.

Counseling: No more than 1 in each category.

Formal Actions:

- Step 1: No more than 2 total
- Step 2: No more than 2 total
- Step 3: No more than 2 total
- Step 4: No more than 1 total

For an example of how Rule #3 is to be applied, let’s say that Employee X has been progressively disciplined for Attendance and Performance (see matrix below) and has yet to demonstrate a problem in the category of Conduct. Let’s now say that Employee X develops a problem in the category of Conduct that must be dealt with. What Step(s) are available, considering the three rules above?

	CONDUCT	ATTENDANCE	PERFORMANCE
Counseling		X	X
Step 1		X	X
Step 2		X	
Step 3		X	
Step 4			

The answer is a bit unique. Employee X may be counseled or given a Step 2 or greater disciplinary action. The rules allow counseling in each category. However, the rules will not allow more than two Step 1 actions, which Employee X already has. Employee X has only one active Step 2 action, and is therefore eligible for one more to reach the maximum of two. Let's continue the example by stating that it has been decided that Employee X should receive a counseling session for the first problem in the category of Conduct. The option to impose a Step 2 action at this time is not being taken. The progression would then look like this:

	CONDUCT	ATTENDANCE	PERFORMANCE
Counseling	X	X	X
Step 1		X	X
Step 2		X	
Step 3		X	
Step 4			

As it now stands, Employee X has been counseled for problems in each category and has been progressively disciplined in the category of Attendance up to a Step 3 action. Employee X has also been progressively disciplined in the category of Performance up to a Step 1 action. Let's now say that Employee X again demonstrates a problem in the category of Conduct that must be addressed with discipline. What option is available?

Answer: Employee X is not eligible for a Step 1, but would automatically face at least a Step 2 for the Conduct problem. Rule #3 prevents three active Step 1 actions. This may not seem progressive in the category of Conduct, but the overall behavior is the defining criteria. The progression chart now looks like this:

	CONDUCT	ATTENDANCE	PERFORMANCE
Counseling	X	X	X
Step 1		X	X
Step 2	X	X	
Step 3		X	
Step 4			

To demonstrate how overall behavior is the focus of a successful program, let's demonstrate how Employee X can reach a Step 4 action in the category of Conduct without receiving a Step 3 action in that same category. Referring to the progression chart below, you will see that Employee X received an additional Step 3 action for a problem in the category of Performance, putting Employee X

at the maximum number of Step 3 actions permitted (two). A Step 2 in Performance is not allowed under the rules since Step 2 actions are still active.

	CONDUCT	ATTENDANCE	PERFORMANCE
Counseling	X	X	X
Step 1		X	X
Step 2	X	X	
Step 3		X	X
Step 4			

When Employee X then demonstrates yet another problem in the category of Conduct, the supervisor is forced, when considering the rules, to impose a Step 4 action against Employee X. The progression chart below demonstrates that an employee can reach a Step 4 action in a category without having received all of the available progressively less serious actions.

	CONDUCT	ATTENDANCE	PERFORMANCE
Counseling	X	X	X
Step 1		X	X
Step 2	X	X	
Step 3		X	X
Step 4	X		

Why did Employee X receive a Step 4 action under the category of Conduct? Because the rules are designed to ensure that Employee X's overall disciplinary history is taken into account. There are significant disciplinary actions in Attendance and Performance (Step 3's) that demonstrate that Employee X, overall, is not taking adequate responsibility for correcting problems.

What does this really mean? It means that discipline may progress across categories. This is an essential component of a successful disciplinary program. When an employee is held accountable for his/her overall behavior, the employee is more likely to improve.

The example of Employee X is intended to demonstrate the progression of discipline. Absent in the example are the Investigative Interviews (defined earlier in this guide), Administrative Hearings, and the Disciplinary Meetings that are part of the process.

ADMINISTRATIVE HEARINGS

Administrative Hearings will be scheduled whenever the event leading to disciplinary action is of such a nature that any resulting discipline may be greater than a Step 2 action or a suspension.

The Administrative Hearing is a formal meeting in which the employee is afforded the opportunity to provide an explanation directly to the Fire Chief or designee regarding the event(s) leading to the proposed disciplinary action. The Administrative Hearing also allows the Fire Chief or designee the opportunity to ask questions pertaining to the event(s).

The employee and union will receive written notification of the hearing location, date, and time. Notification shall include the specific actions upon which discipline may be based and any corresponding policy or rule violation, if appropriate. The employee and union will be afforded a minimum of seven (7) calendar days from notification to prepare for the hearing, unless both parties mutually agree to meet at another date and time.

The employee may choose to respond in writing to the specified charges. If the employee responds in writing, the Fire Chief or designee must receive the response no later than the date and time specified for the hearing. The employee may choose to appear in person and/or be represented by a Union representative.

Following the Administrative Hearing, a decision regarding the appropriate disciplinary action to be taken, if any, will be made by the Fire Chief or designee. All decisions will be governed by rules of the Formal Process. The decision will be communicated to the employee and the Union within fifteen (15) calendar days after the Administrative Hearing, unless a different timeline is mutually agreed to. The decision is communicated during a Disciplinary Meeting by the Fire Chief or designee.

DISCIPLINARY MEETINGS

The immediate supervisor or Captain and Battalion Chief or the Fire Chief or designee conducts Disciplinary Meetings after an Investigative Interview or Administrative Hearing to inform the employee of disciplinary action decisions. The Disciplinary Meeting is documented in Section II of the NLVFD Disciplinary Action Form. The nature of a Disciplinary Meeting is informational, as the necessary discussions and reviews have already been completed.

Supervisors should not allow Disciplinary Meetings to lead to debate. Employees who are not satisfied with the result of this meeting should be referred to the grievance article of the appropriate collective bargaining agreement. Supervisors should consider the following recommendations related to a Disciplinary Meeting:

Before the Meeting:

The supervisor shall notify the employee of their right to representation. Section II of the NLVFD Disciplinary Action Form must be completed with the following information:

1. Level of disciplinary action.
2. Date of infraction.
3. Date of the Administrative Hearing, if any.
4. Effective dates of the disciplinary actions.
5. Suggested corrective action(s).

During the Meeting:

1. Explain to the employee the level of disciplinary action to be taken.
2. State the specific problem in terms of **desired versus actual** conduct, attendance, or performance, and the changes expected.
3. Ask the employee to confirm understanding.
4. Indicate your confidence in the employee's ability to perform properly.
5. Secure signature(s) of the employee and/or witness(es) involved.

After the Meeting:

1. Distribute copies of the NLVFD Disciplinary Action Form, as noted on the form.
2. Monitor the employee's performance.

DOCUMENTATION

All disciplinary actions must be documented. Counseling sessions are maintained solely by the immediate supervisor and the employee. The Fire Department disciplinary matrix will be updated by the Battalion Chief to reflect the counseling session. Step 1 through 4 actions are maintained within the Fire Department disciplinary matrix, as well as in the employee's Human Resources file.

PURGING DISCIPLINARY ACTIONS

Disciplinary actions may be purged from Human Resource files when:

- A written request is submitted to the Human Resources Director.
- All disciplinary action in a category will be removed when the active life span has been reached.

NOTE: The active life span of disciplinary actions and purge dates are extended by any leave that exceeds 30 consecutive calendar days, unless a written exemption is obtained from the Fire Chief.

TERMINATION

Termination is not discipline. Termination may result as a consequence of a one-time serious event but most often results from an employee's continued failure to accept responsibility for elimination of problems and/or failing to meet management expectations. Therefore, termination is considered solely as an administrative act separating an individual from City employment. The process of notifying the individual shall be accomplished in a manner conducive to good order and with respect for that person's dignity and privacy. The Fire Chief or the designee will typically accomplish this.

Note: In cases where serious discipline is indicated but termination may not be warranted, demotion may be considered.

REPRESENTATION

Overview: During meetings, which are informal in nature, such as coaching and counseling sessions, the involvement of an employee representative is not required, though will be provided at the employee's request. During meetings that involve or may likely lead to formal discipline, representation is an important component.

Employee Rights: The supervisor shall notify the employee of his/her right to have union representation present during any meeting that may result in formal disciplinary action. If an employee requests that a union representative be present, the supervisor must contact a Local 1607 Principal Officer or those persons authorized to act on behalf of the Union. If there are none available, the

meeting shall be postponed until a representative is available. All North Las Vegas Fire Department employees are protected by the “Garrity Rights” in any disciplinary process that may involve criminal activity. The Garrity Rights prohibit the use of statements gathered during an investigation in subsequent criminal proceedings. As stated under Preparing for an Investigative Interview, if any information suggests that the incident may be criminal in nature, the investigation or violation shall be immediately referred to the Fire Chief or his designee.

During the Disciplinary Meetings: Supervisors should follow proper procedures whether a union representative is present or not. If the employee or union disagrees with the disciplinary action, a grievance can be filed and the situation reviewed through the grievance procedure. Informal actions and counseling are not subject to the grievance procedure. Steps One through Four are subject to the grievance procedure. The supervisor should not fail to take disciplinary action because of the possibility that the action may be grieved.

