

**LABOR AGREEMENT BETWEEN
THE CITY OF HENDERSON, NEVADA AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1883
JULY 1, 2026 THROUGH JUNE 30, 2029**

LABOR AGREEMENT 2026-2029

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1883

TABLE OF CONTENTS

	<u>Page No.</u>
Preamble	5
Article 1. Recognition	5
Article 2. Classification and Representation	5
Article 3. Wages	7
Article 4. Insurance	9
Article 5. Facilities, Equipment and Maintenance	9
Article 6. Shift Arrangement	10
Article 7. Overtime/ Call-Out, Recovery, and Standby Pay/Method of Payment	14
Article 8. Off-Duty Injuries	23
Article 9. Compensation for Service-Incurred Accidents or Illnesses	26
Article 10. Safety and Health	28
Article 11. Holidays	33
Article 12. Subsistence Allowance	37
Article 13. Sick Leave	38
Article 14. Retirement	46
Article 15. Annual Leave	46
Article 16. Union Business Leave	48
Article 17. Other Leaves Leave of Absence/Leave Without Pay	49

LABOR AGREEMENT 2026-2029
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1883

TABLE OF CONTENTS (Cont'd.)

	<u>Page No.</u>
Jury Duty	49
Military Leave	50
Bereavement Leave	51
Special Leave	51
Family and Medical Leave	52
Article 18. Payroll Deductions	52
Article 19. Grievance Procedure	53
Article 20. Premium Pay.....	57
Article 21. Discipline and Reprimand	62
Article 22. Strikes	62
Article 23. Civil Service and Fire Department Rules and Regulations	62
Article 24. Management Rights	63
Article 25. Prevailing Rights	64
Article 26. Non-Discrimination and Anti-Harassment	64
Article 27. Bulletin Boards	65
Article 28. Seniority	65
Article 29. Promotion	67
Article 30. Qualifying Period.....	73
Article 31. Special Duty Assignments.....	74
Article 32. Hiring Procedures.....	78
Article 33. Definitions.....	78

LABOR AGREEMENT 2026-2029

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1883

TABLE OF CONTENTS (Cont'd.)

		<u>Page No.</u>
Article 34.	Savings Clause	86
Article 35.	Effective Date	86
Article 36.	Agreement Severable	87

ADDENDUM

Exhibit A	Fire Contract Wage Schedules: A.1 Wage Schedule (FY2027)	89
Exhibit B	Employee Development and Performance Program.....	90
Exhibit C	Memorandum of Agreement- FEMA (Workers' Compensation)...	113
Exhibit D	Memorandum of Agreement- FEMA (Training Compensation)....	115
Exhibit E	Bureau of Labor Statistics.....	117

PREAMBLE:

THIS LABOR AGREEMENT ("Agreement") is entered into by and between the CITY OF HENDERSON, hereinafter referred to as the CITY, and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1883, hereinafter referred to as the UNION ("the Parties").

The purpose of this Agreement is to achieve and maintain harmonious relations between the CITY and the UNION; to provide for an equitable and peaceful adjustment of differences that may arise; and to establish proper standards of wages, hours and other conditions of employment.

The Parties have reached an agreement regarding wages and other conditions of employment and have caused the understanding to be set out in this Agreement, effective July 1, 2026 through June 30, 2029.

ARTICLE 1. RECOGNITION:

The CITY OF HENDERSON recognizes the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1883 as the bargaining agent for the Classifications listed in this Agreement for the purpose of collective bargaining as set forth in NRS 288.

ARTICLE 2. CLASSIFICATION AND REPRESENTATION:

Section 1: The CITY and the UNION agree that the following Classifications are represented by the UNION:

- (a) Fire Equipment Technician ("FET") I, II, III
- (b) Firefighter
- (c) Firefighter/Paramedic
- (d) Fire Engineer ("Engineer")
- (e) Fire Captain ("Captain")
- (f) Medical Services Officer ("MSO")
- (g) Paramedic Ambulance Operator ("PAO")
- (h) Public Education Specialist ("PES")
- (i) Senior Fire Investigator ("SFINV")

Section 2: Representation by the UNION for the Classifications listed in Section 1 of this Article shall cease to exist at such time that less than fifty percent (50%) of the employees so Classified are members of the UNION.

Section 3: Firefighter employees covered by this Agreement who have successfully completed an accredited paramedic training program and are issued temporary authorization to function as a Firefighter/Paramedic shall receive ten percent (10%) premium pay while completing their paramedic

internship.

Section 4: After completion of the paramedic internship, but prior to placement in a budgeted Firefighter/Paramedic position, the employee shall receive ten percent (10%) premium pay.

Section 5: Once placed into a budgeted Firefighter/Paramedic position, employees shall be paid at the rate established for that Classification.

- (a) It is understood that Firefighter employees who are completing their paramedic internship must receive their permanent Paramedic license issued by the Southern Nevada Health District ("SNHD") and maintain that license in good standing to continue receiving the premium pay and be Classified as a Firefighter/Paramedic.
- (b) Failure to maintain a valid Paramedic license shall return the employee to the Classification of Firefighter provided a vacancy exists.
- (c) Employees hired as a Firefighter/Paramedic have access to the Firefighter Classification through Section 5(d) only.
- (d) Should a vacancy exist, a Firefighter/Paramedic with ten (10) or more years of service may request to be changed to the Classification of Firefighter. Such requests will be honored if the total vacancies within the Firefighter/Paramedic classification are less than ten percent (10%) of the approved staff complement for this classification. If more than one (1) Firefighter/Paramedic is requesting to change to the Classification of Firefighter and only one (1) position is available, Department Seniority will determine who will change Classifications.

Section 6: Those persons hired as Firefighter/Paramedics or PAOs shall be subject to all probationary requirements currently in force and in effect.

Section 7: Changes to existing job descriptions that do not involve: (1) work performance standards, (2) the quality of services to be offered to the public, (3) the content of the workday, or (4) any other management right as set forth in NRS 288.150(3), shall be Negotiated.

Section 8: Nothing in this Article shall be construed to require the CITY to fill position vacancies.

ARTICLE 3. WAGES:

Section 1: The wage adjustments set forth below shall be implemented in accordance with the following schedule:

Fiscal Year 2027:

Effective the first pay period that includes July 1, 2026, all Classifications covered by this Agreement will retroactively receive a three percent (3.00%) base wage increase.

Fiscal Year 2028:

(a) Effective the first pay period that includes July 1, 2027, the base wages of Classifications covered by this Agreement shall be increased upon the Consumer Price Index (CPI) (as set forth in Section 3 of this article) with a minimum increase of two and one-quarter percent (2.25%) and a maximum increase of three and one-half percent (3.50%).

If the CPI is less than three percent (3.00%), then all Classifications covered by this Agreement shall receive an equity adjustment to guarantee a minimum of three percent (3.00%).

(b) Effective the first pay period that includes July 1, 2027, the base wage of Classifications covered by this Agreement, except for the PAO Classification, shall receive an additional eight-tenths of one percent (0.80%) base wage increase.

(c) Effective the first pay period that includes July 1, 2027, the maximum Step of the base wage scale for the Captains and Engineers Classifications shall be adjusted to reflect an increase of one and a half percent (1.50%).

Fiscal Year 2029:

(a) Effective the first pay period that includes July 1, 2028, the base wages of Classifications covered by this Agreement shall be increased based upon the Consumer Price Index (CPI) (as set forth in Section 3 of this Article) with a minimum increase of two and one-quarter percent (2.25%) and a maximum increase of three and one-half percent (3.50%).

- (b) Effective the first pay period that includes July 1, 2028, the base wage of Classifications covered by this Agreement, except for the PAO Classification, shall receive an additional eight-tenths of one percent (0.80%) base wage increase.
- (c) Effective the first pay period that includes July 1, 2028, the maximum Step of the base wage scale for the Classifications covered by this Agreement, except for the PAO Classification, shall be adjusted to reflect an increase of one and thirty-five hundredths' percent (1.35%).
- (d) Effective the first pay period that includes July 1, 2028, the maximum Step of the base wage scale for the Captains and Engineers Classifications shall be adjusted to reflect an increase of a half percent (0.50%).

Section 2: Accelerated Wage Scale for Steps 1-3: The wage scale progression from Step 1 to Step 2 for Firefighters and Firefighters/Paramedics hired on or after July 1, 2026 shall be accelerated. A Firefighter or Firefighter/Paramedic shall advance to Step 2 upon successfully completing six months of employment with the City, and then they will advance to Step 3 upon successfully completing twelve months of employment with the CITY. Once the Firefighter and Firefighter/Paramedic has reached Step 3, step movement shall revert back to occurring on the annual anniversary of the Firefighter and Firefighter/Paramedic.

Section 3: The CPI used will be the percentage change in the "Annual" rate from the most recent preceding full calendar year minus the "Annual" rate from the previous preceding full calendar year as reflected in the All Items in West-Size Class B/C, all Urban Consumers, Not Seasonally Adjusted (Series ID CUURN400SAO) which is currently published by the Federal Bureau of Labor Statistics at <https://data.bls.gov/timeseries/CUURN400SA0>. (Example calculation in Exhibit E)

Section 4: Effective the first pay period that includes July 1, 2026, the CITY shall make a contribution each pay period to a retirement health saving plan (RHS) in the amount of \$44.30. This amount is net of the \$24.20 (or whatever amount is required under the Joint Benefits Agreement) per pay period contribution per the provisions of the collective bargaining agreement for employee benefits referenced in the Joint Benefits Agreement.

Effective the first pay period that includes July 1, 2027, the CITY shall make a contribution each pay period to a retirement health savings plan (RHS) in the amount of \$64.30. This amount is net of the per pay period

contribution per the provisions of the collective bargaining agreement for employee benefits referenced in the Joint Benefits Agreement.

Effective the first pay period that includes July 1, 2028, the CITY shall make a contribution each pay period to a retirement health savings plan (RHS) in the amount of \$79.30. This amount is net of the per pay period contribution per the provisions of the collective bargaining agreement for employee benefits referenced in the Joint Benefits Agreement.

- Section 5: Movement between the Firefighter/Paramedic and Fire Engineer Classifications will be accomplished through a competitive process consistent with the provisions of Article 29 Promotion.
- Section 6: Employees that promote to a higher rated Classification, or are transferred to an equally rated Classification, will be placed in their new range at least five percent (5%) above their current step, up to the maximum hourly rate for the range.
- Section 7: The collection from employees of overpayments made by the CITY will be addressed on a case-by-case basis. Should it be determined that an overpayment should be recovered, the following guidelines will apply:
- (a) The time period for the collection of the overpayment will mirror the time period of the actual overpayment. However, employees may choose a more expedited repayment schedule.
 - (b) Specific hardship consideration may be granted at the discretion of the City Manager or designee.

ARTICLE 4. INSURANCE:

This Article has been deleted from this Agreement and replaced by the terms of the Joint Benefits Agreement between the CITY, Local 1883 IAFF, the HPOA and HPSA.

ARTICLE 5. FACILITIES, EQUIPMENT AND MAINTENANCE:

- Section 1: Employees shall have an advisory voice, via the collaborative committee process on new construction/renovations to facilities and purchasing of new firefighting equipment. The Fire Chief will have final authority on these recommendations.
- Section 2: The UNION'S recommendations shall be put in writing and given to the Fire Chief through the proper chain of command, provided however that the decision of the CITY administration shall be final and binding.

- Section 3: It is agreed that all major painting, remodeling, construction or revamping of Fire Department facilities shall be done by qualified professionals. Interior painting and routine maintenance may be performed by Fire Department employees; however, the CITY's facility maintenance resources may be requested and utilized.
- Section 4: Vandalism or theft of personal property while at CITY facilities should be reported to the Police Department. The Parties agree to monitor and review such incidents through their labor/management meetings and develop preventative measures wherever and whenever possible.
- Section 5: Employees assigned to a Fire Station will be responsible for the maintenance of the exterior grounds of that Fire Station, which are defined as removing weeds from desert landscaping, and removal of trash items from the grounds required to ensure a professional appearance at the Fire Station.

ARTICLE 6. SHIFT ARRANGEMENT:

Section 1: Fifty-Six (56) Hour Fire Station Shift Arrangement

- (a) Fire Stations shall be staffed using a Shift arrangement of a fifty-six (56) hour Normal Workweek, consisting of two (2) twenty-four (24) hour Shifts for a total of forty-eight (48) hours on duty, then ninety-six (96) hours off duty.
- (b) Any changes from the present method of Shift arrangement shall be subject to Negotiation.
- (c) To accommodate training or workers' compensation-related assignments, the Normal Workweek may be changed from fifty-six (56) hours to thirty-eight (38) hours at the CITY'S discretion.
- (d) In a declared state of emergency pursuant to state law, the CITY may modify the fifty-six (56) hour work schedule to accommodate increased demand on emergency services.

Section 2: Fifty-Six (56) Hour Operational Support Officer (OSO) Shift Arrangement

- (a) Three (3) Captains shall be assigned to a fifty-six (56)-hour Normal Workweek assigned as an OSO.
- (b) Three (3) additional Captains shall be assigned to serve as OSO on a fifty-six (56) hour Normal Workweek after the attritions of the first three (3) incumbent MSOs.

- (c) Captains assigned as OSOs may be required to work additional hours, as Captains within the Operations branch of the fire department. Such hours shall be considered Overtime and paid at the rate of time and a half (1.5X).

Section 3: Thirty-Eight (38) Hour EMS Training Assignment Shift Arrangement:

- (a) An employee from the Classifications of Firefighter/Paramedic, Engineer or Captain, that is also a licensed paramedic and possesses certification as an EMS Instructor I shall be assigned to the EMS Division to serve in an EMS Training Assignment.
- (b) A total of three (3) additional employees from the Classifications of Firefighter/Paramedic, Engineer or Captain, that are also a licensed paramedic and possess certification as an EMS Instructor I, shall be assigned to the EMS Division to serve in an EMS Training Assignment.
- (c) This assignment shall occur after the attritions of three (3) incumbent MSOs are assigned as Captains to support a second OSO position on a fifty-six (56) hour Normal Workweek and after the attritions of the fourth, fifth and sixth incumbent MSOs have occurred.
- (d) The normal workday shall be nine and one-half (9.5) hours.
- (e) For the employee temporarily assigned to a thirty-eight (38) hour Normal Workweek from a fifty-six (56) hour Normal Workweek, sick and annual leave will continue to accrue at the fifty-six (56) hour rates.
- (f) Leave banks shall not be converted or altered.
- (g) The employee assigned to the EMS Division may be required by the respective Division Chief to work additional hours, beyond thirty-eight (38) hours per week. Such hours shall be considered Overtime and paid at the rate of time and a half (1.5X). If Overtime worked is within the Operations branch of the fire department, the employee will be paid at the fifty-six (56) hour rate.

Section 4: Thirty-Eight (38) Hour Fire Equipment Technician (FET) Shift Arrangement:

- (a) FETs shall be assigned to a thirty-eight (38) hour Normal Workweek and assigned to the Logistics division.

- (b) The Normal Workday shall be nine and one-half (9.5) hours.
- (c) FETs may be required by the Division Chief to work additional hours, beyond thirty-eight (38) hours per week. Such hours shall be considered Overtime and paid at the rate of time and a half (1.5X).

Section 5: Thirty-Eight (38) Hour Fire Training Captains and Engineers Shift Arrangement:

- (a) Five (5) Captains and one (1) Engineer shall be assigned to a thirty-eight (38) hour Normal Workweek and assigned to the Training division.
- (b) The Normal Workday shall be nine and one-half (9.5) hours.
- (c) For employees temporarily assigned to a thirty-eight (38) hour Normal Workweek, sick and annual leave will continue to accrue at the fifty-six (56) hour rates.
- (d) Leave banks shall not be converted or altered.
- (e) Captains and Engineers assigned to the Training division may be required by the respective Division Chief to work additional hours, beyond thirty-eight (38) hours per week. Such hours shall be considered Overtime and paid at the rate of time and a half (1.5X). If Overtime worked is within the Operations branch of the Fire Department, the employees shall be paid at the fifty-six (56) hour rate.

Section 6: Thirty-Eight (38) Hour Incumbent Medical Services Officer (MSO) Shift Arrangement:

- (a) Incumbent MSOs shall be assigned to a thirty-eight (38) hour Workweek.
- (b) The Normal Workday shall be nine and one-half (9.5) hours.
- (c) Incumbent MSOs may be required by the respective Division Chief to work additional hours, beyond thirty-eight (38) hours per week. Such hours shall be considered Overtime and paid at the rate of time and a half (1.5X). If Overtime worked is within the operations branch of the fire department, the employees shall be paid at the fifty-six (56) hour rate.

Section 7: Thirty-Eight (38) Hour Paramedic Ambulance Operator (PAO) Shift

Arrangement:

- (a) A PAO shall be assigned to a thirty-eight (38) hour Normal Workweek.
- (b) The Normal Workday for a PAO shall be nine and one-half (9.5) hours.
- (c) PAO's may be required by the Battalion Chief to work additional hours, beyond thirty-eight (38) hours per week. Such hours shall be considered Overtime and paid at the rate of time and a half (1.5X).
- (d) A PAO's Normal Workday shall not include a Shift assignment between the hours of 22:00 to 08:00, unless there is an emergency or special event where ambulance services are requested/required, as determined by the CITY.
- (e) The total number of additional Medic Units that can be on-duty and operationally assigned each day cannot exceed one third (1/3) of the total number of fire department In-Service Rescue Units as defined in Article 10.

Example:

10 In-Service Rescues = 3 Medic Units
11 In-Service Rescues = 3 Medic Units
12 In-Service Rescues = 4 Medic Units
13 In-Service Rescues = 4 Medic Units
14 In-Service Rescues = 4 Medic Units
15 In-Service Rescues = 5 Medic Units

Section 8: Thirty-Eight (38) Hour Public Education Specialist Shift Arrangement

- (a) The Public Education Specialist shall be assigned to a thirty eight (38) hour Normal Workweek.
- (b) The Normal Workday shall be nine and one-half (9.5) hours.

Section 9: Forty (40) Hour Senior Fire Investigator (SFINV) Shift Arrangement

- (a) Employees hired into the Classification of SFINV after January 1, 2008, shall be assigned to the forty (40) hour Workweek.
- (b) The Normal Workday shall be ten (10) hours.
- (c) The SFINV may be required by the respective Deputy Chief to

work additional hours, beyond forty (40) hours per week. Such hours shall be considered Overtime and paid at the rate of time and a half (1.5X).

- (d) The SFINV shall be entitled to receive standby, callout and recovery time pay. This time shall be paid in accordance with the provisions of Article 7.

Section 10: Thirty-Eight (38) Hour LifeLine Coordinator Shift Arrangement:

- (a) One (1) employee from one (1) of the following Classifications: PAO, Firefighter, Firefighter/Paramedic, Engineer, Captain, or incumbent MSO shall be assigned to a thirty-eight (38) hour Workweek and assigned to the Support Branch of the fire department.
- (b) The Normal Workday shall be nine and one-half (9.5) hours.
- (c) For employees temporarily assigned to a thirty-eight (38) hour Normal Workweek from a fifty-six (56) hour Normal Workweek, Sick and Annual Leave shall continue to accrue at the fifty-six (56) hour rates.
- (d) Leave banks shall not be converted or altered.
- (e) Employees assigned to the Support Branch of the fire department may be required by the respective Deputy Chief to work additional hours, beyond thirty-eight (38) hours per week. Such hours shall be considered Overtime and paid at the rate of time and a half (1.5X). If Overtime worked is within the Operations branch of the fire department, the employee shall be paid at the fifty-six (56) hour rate.

Section 11: The provisions of this Article define Shift arrangement as specified. Nothing in this Article shall be construed to require the CITY to fill position vacancies unless otherwise specified.

ARTICLE 7. OVERTIME, CALL-OUT, RECOVERY, AND STANDBY PAY/METHOD OF PAYMENT:

Section 1: When Overtime is necessary and is specifically authorized by the Fire Chief or their designated representative, the CITY's policy is to pay Overtime as delineated herein. The CITY has the authority to schedule Overtime and may direct employees to work outside their normal work hours.

Section 2: Work performed in excess of the employee's normal bi-weekly hours shall be Overtime, defined and compensated as follows:

- (a) Regular Overtime is that which accrues when an employee is directed to work beyond their regular bi-weekly hours. Regular Overtime shall be paid at the rate of time and a half (1.5X) the regular rate of pay. Overtime shall be earned and paid in increments of six (6) minutes. Overtime of less than six (6) minutes shall not be eligible for compensation. Overtime in excess of six (6) minutes shall be rounded up to the next highest tenth (10th) of an hour.
- (b) Fifty-six (56) hour employees, having been called out on a regularly scheduled day off shall be paid at the rate of time and one half (1.5X) the hourly rate of pay for all hours worked. Such an employee will be paid for a minimum of four (4) hours, and if released by their supervisor, be paid for the four (4) hours regardless of having worked less than the four (4) hour period. Overtime pay shall cease at the beginning of the employee's regular shift.
- (c) SFINVs, FETs, and incumbent MSOs scheduled to work on a regularly assigned day off shall be guaranteed four (4) hours work and paid at time and a half (1.5X) their regular rate of pay. Should the work assigned be completed before the four (4) hour minimum, and the employee requests to be released, they may do so with supervisory approval and be paid for the actual hours worked. This four (4) hour minimum shall apply to:
 - (1) Departmental-provided training.
 - (2) Mandatory meetings and/or training.
 - (3) Special events.
 - (4) Attendance for subpoenas.
 - (5) Operations Branch assignments.
- (d) Overtime hours for the thirty-eight (38) hour FETs, incumbent MSOs, PAOs, PESs and the forty (40) hour SFINVs shall be defined as hours worked outside the employees regularly scheduled Shift each day and schedule each week and paid per the provisions defined in Section 2 (a) above.

Section 3: Method of Payment: In accordance with 29 CFR § 553.230, employees in the Operations Branch assigned to a fifty-six (56) hour average workweek (2,912 hour/year) shall be paid twenty-six (26) equal paychecks for one hundred twelve (112) hours of regular hours worked.

Firefighters working twenty-four (24) hour Shifts (2,912 hours/year) shall be paid one hundred twelve (112) regular hours per pay period, regardless of the number of hours actually worked.

Examples:

- (1) A firefighter working ninety-six (96) hours (4 Shifts) in a pay period shall receive a positive sixteen (16) hour adjustment pay type to arrive at one hundred twelve (112) hours for the pay period.
- (2) A firefighter working one hundred twenty (120) hours (5 shifts) in a pay period shall have a negative eight (8) hour adjustment to arrive at one hundred twelve (112) hours.
- (3) Firefighters shall receive twenty-six (26) equal checks for one hundred twelve (112) hours of regular, Sick or Annual Leave (excluding Overtime, out of class pay, Holiday pay, call-out pay, etc.) for a total of 2,912 hours per year.

Section 4: Employees in the Operations Branch assigned to a fifty-six (56) hour average Workweek are 29 USC § 207(k) covered employees for the purposes of calculating Fair Labor Standards Act ("FLSA") Overtime. 29 USC § 207(k) covered employees assigned to a fifty-six (56) hour average Workweek shall accrue FLSA Overtime based on a twenty-four (24) day Work Period, with one hundred and eight-two (182) maximum hours worked before FLSA Overtime is required to be paid.

Section 5: Duplication or stacking of Overtime pay for the same period of time is not allowed. When two (2) or more provisions requiring compensation of Overtime and premium pay are eligible for the same time period, the single provision most favorable to the employee shall apply.

Section 6: Compensatory Time Off (56-hour Firefighter, Firefighter/Paramedic, Engineer, Captain Classifications ONLY): Employees in the Classifications of Firefighter, Firefighter/Paramedic, Engineer or Captain that are assigned to a fifty-six (56) hour Normal Workweek, that are working Overtime as stated above, with the exception of call back Overtime, may elect to be paid at the rate upon which the Overtime was worked or to receive compensatory time off ("Comp Time") in lieu of Overtime, which shall be computed at the multiplier (i.e. 1.5X or 2.0X) that the Overtime was worked.

The parties recognize that the Comp Time Off in the initial year of this Agreement may be delayed while the City makes the necessary system changes to implement. The City anticipates being prepared to implement this by the Fall of 2026.

Comp Time Conversion Examples:

1.5X OT Worked as Comp Time	Comp Time Earned
24 hours	36 hours
12 hours	18 hours
24 hours OT worked and split between Overtime and Comp Time – employee would record 12 hours as Overtime and 12 hours as Comp Time	18 hours

- (a) Comp Time is accumulated based on the Overtime rate being paid for the time worked.
- (b) Comp Time shall be used in quarter hour increments.
- (c) Comp Time shall accumulate for the fiscal year, to the maximum allowed by the FLSA, which is currently four hundred eighty (480) hours for fire suppression trained employees.
- (d) If Comp Time is not used during that fiscal year, Comp Time shall automatically be paid out in its entirety, on the last payday in the month of June, regardless of when the Overtime was worked. Comp Time will be paid out at the employee's 56-hour rate.
- (e) If an employee's Classification changes to anything other than Firefighter, Firefighter/Paramedic, Engineer or Captain, Comp Time will be paid out at the time of transition at the employee's last rate of pay in the eligible Classification.
- (f) Comp Time may be accumulated if the Overtime being worked is being earned at an out-of-class rate, including temporary work assignments identified in Article 20 Section 2. However, employees understand that Comp Time is accrued as hours and not dollars (i.e., 1.5 hours of Comp Time for every hour of Overtime). Comp Time is paid at the employee's rate of pay when the Comp time is used or paid out (see (d) above), regardless of their rate of pay when the Comp Time was accrued.
- (g) Comp Time cannot be accumulated if the Overtime being earned is PERS-eligible.
- (h) Comp Time cannot be accumulated for premiums earned on a Holiday.

- (i) When assigned to temporary 38-hour schedule, Comp Time may be earned only when working Overtime on a 56-hour schedule.
- (j) The approved use of Comp Time shall be used in accordance with Department Rule 5: Annual Leave; and Department Rule 6: Telestaff Staffing Program.
- (k) There is NO ability to request special checks or payouts of Comp Time earned before the automatic payment identified above.
- (l) The accumulation of Comp Time is a voluntary decision by the employee, and they cannot be required to accumulate Comp Time rather than be paid for the Overtime worked.

The remaining terms within this Article are applicable to the SFINV Classification and to employees that are qualified to work as Cause and Origin Investigators "COI".

Section 7: Shift Modification (SFINV ONLY): Should a forty (40) hour SFINV work additional hours before or after their normal Shift, by mutual agreement between the SFINVs and their supervisor, the SFINV may elect to work their regular 10 Shift hours and be released early or report after their normal start time, with no Overtime obligation. Should the SFINV be required to work the remainder of their regular Shift for operational purposes, they would be entitled to Overtime.

Section 8: Call Out Overtime (SFINV & COI ONLY): Call-out Overtime is paid at double time (2X). Call-out Overtime is defined and paid as follows:

- (a) Overtime scheduled with less than twenty-four (24) hours' notice,
- (b) Overtime scheduled after the completion of the regular Shift or when a SFINV/COI is on their days off and the employee is NOT required to report for the Overtime assignment within twelve (12) hours of the time of the call.
- (c) A SFINV/COI who is called out shall be paid at least one (1) hour at double time (2X), except for occurrences where call-out Overtime overlaps with the start of their regular Shift.
- (d) SFINV/COIs working call-out Overtime that overlaps with the start of their regular Shift, shall receive double time (2X) up until the beginning of their Shift, at which time double time (2X) shall cease because employees may not pyramid this double time (2X) with their regular hourly pay. Should the one (1) hour at double time (2X) overlap with the start of their regular Shift, the SFINV/COI shall be paid as follows:

- (1) Call-out Overtime for the time before the shift begins;
 - (2) Regular base wage hourly pay begins when the regular shift commences, and;
 - (3) A non-PERS eligible straight time pay code after the start of their shift to satisfy the one (1) hour minimum.
- (e) A SFINV/COI completing the emergency call out in less than one (1) hour and is called out again before the initial hour has expired shall not receive an additional hour of call-out pay.

Section 9: Call-Back Overtime (SFINV & COI ONLY): Call-back Overtime is paid at double time (2X). Call Back Overtime occurs when:

- (a) A SFINV/COI is called to return to work and report within twelve (12) hours of that call, and has already completed their regular Shift, and is not in pay status.
- (b) A SFINV/COI that is on their normal days off and is called to return to work and report within twelve (12) hours of that call.
- (c) Call-back Overtime is PERS-eligible compensation, while regular Overtime and call-out Overtime are not PERS-eligible compensation.
- (d) Only employees enrolled in PERS prior to January 1, 2010, are eligible for call-back.

Call-Back Overtime is paid as follows:

- (a) A SFINV/COI who is called back shall be paid at least one (1) hour at double time (2X), except for occurrences where call-back Overtime overlaps with the start of their regular Shift.
- (b) A SFINV/COI working call-back Overtime that overlaps with the start of their regular Shift, shall receive double time (2X) up until the beginning of their Shift, at which time double time (2X) shall cease because employees may not pyramid this double time (2X) with their regular hourly pay. Should the one (1) hour at double time (2X) overlap with the start of their regular Shift, the SFINV/COI shall be paid as follows:
 - (1) Call-back Overtime for the time before the Shift begins,

- (2) regular base wage hourly pay begins when the regular Shift commences, and
 - (3) a non-PERS eligible straight time pay code after the start of their Shift to satisfy the one (1) hour minimum.
- (c) SFINV/COI completing the emergency call back in less than one (1) hour and is called back again before the initial hour has expired shall not receive an additional hour of call back pay.

Section 10: Compensatory Time Off (SFINV ONLY): A SFINV working Overtime as stated above, with the exception of Callback Overtime, may elect to be paid at the rate upon which the Overtime was worked or to receive compensatory time off ("Comp Time") in lieu of Overtime, which shall be computed at the rate that the Overtime was worked.

- (a) Comp Time is accumulated based on the applicable Overtime multiplier (i.e. 1.5X or 2.0X) for the time worked.
 - (1) Work ten (10) hours at time and a half (1.5X) = Fifteen (15) hours of Comp Time.
 - (2) Work ten (10) hours at double time (2X) = Twenty (20) hours of Comp Time.
- (b) Comp Time may be used in quarter hour increments
- (c) Comp Time shall accumulate for the fiscal year, to the maximum allowed by the FLSA, which is currently two hundred forty (240) hours for non-fire suppression employees.
- (d) If Comp Time is not used during the fiscal year, Comp Time shall automatically be paid out in its entirety, on the last payday in the month of June, regardless of when the Overtime was worked.
- (e) Comp Time cannot be accumulated if the Overtime worked is being paid at an out-of-class rate.
- (f) Comp Time cannot be accumulated if the Overtime worked is PERS-eligible.
- (g) Comp Time cannot be accumulated if the Overtime worked is on a Holiday.
- (h) The use of Comp Time shall not be granted if it results in the need for Overtime staffing.

- (i) There is NO ability to request special checks or payouts of Comp Time earned before the automatic payment identified above.
- (j) The accumulation of Comp Time is a voluntary decision by the SFINV and they cannot be required to accumulate Comp Time rather than be paid for the Overtime worked.

Section 11: Recovery Time (SFINV ONLY): For every hour worked (or partial hour) on call-out, or call-back or regular Overtime during the eight (8) hour period immediately prior to a SFINV's regular Shift, the SFINV shall be allowed to take the following day, an equivalent number of hours at their regular rate of pay, CITY paid recovery time. Recovery time should normally be used at the beginning of the regular Shift to ensure the SFINV has had adequate rest before working their normal Shift hours.

- (a) Regular, call out or call back Overtime of two (2) hours or less immediately prior to the SFINV's regular Shift is not eligible for recovery time.
- (b) With supervisory approval, a SFINV may use Annual Leave, banked holiday hours or Comp Time in addition to earned recovery time to cover their normal Shift hours.

Section 12: Standby Time (SFINV & COI ONLY):

- (a) Standby time is paid at a double time (2X) rate of pay.
- (b) When calculating standby time on days that a SFINV is not normally scheduled to work, the twenty-four (24) hour time period shall be from 06:00-06:00.
- (c) When calculating standby time on days that a COI is not normally scheduled to work, the twenty-four (24) hour time period shall be from 08:00-08:00.
- (d) A SFINV/COI required to standby on scheduled days off or Holidays shall be compensated as follows:
 - (1) Greater than four (4) hours – up to twelve (12) hours of standby= One (1) hour at the double time (2X) rate. A SFINV/COI must be on standby for a minimum of four (4) hours to be eligible to receive the one (1) hour of double time (2X); or

- (2) Greater than twelve (12) hours – up to twenty-four (24) hours of Standby= Two (2) hours at the double time (2X) rate; or
- (e) SFINVs required to standby during the non-work hours adjacent to their regular Shifts (this includes the fourteen (14) hour period after the employees' last regular Shift of their weekly schedule) shall be compensated as follows:
 - (1) Greater than four (4) hours – up to fourteen (14) hours of Standby= One (1) hour at the double time (2X) rate. An employee must be on standby for a minimum of four (4) hours to be eligible to receive the one (1) hour of double time (2X); or
 - (2) Greater than fourteen (14) hours – up to twenty-four (24) hours of Standby= Two (2) hours at the double time (2X) rate; or
- (f) SFINV/COIs on standby shall keep their supervisors and necessary emergency personnel notified of their location for emergency calls and must remain fit for duty.
- (g) SFINV/COIs on standby who are called to report for work shall be paid at least two (2) hours of double time (2X) at their regular rate of pay in addition to standby pay, except for occurrences where the call out/call back Overtime overlaps with the start of their regular Shift.
- (h) SFINV/COIs working call back/call out Overtime that overlaps with the start of their regular Shift, shall receive double time (2X) up until the beginning of their Shift, at which time double time (2X) shall cease because employees may not pyramid this double time (2X) with their regular hourly pay.
- (i) Should the two (2) hours at double time (2X) overlap with the start of their regular Shift, the SFINV/COI shall be paid as follows:
 - (1) the appropriate call out/call back code for the time before the Shift begins,
 - (2) regular base wage hourly pay begins when the regular Shift commences, and
 - (3) a non-PERS eligible straight time pay code after the start of their Shift to satisfy the two (2) hour minimum.

- (j) When SFINVs who are on standby are called out on Holidays or days off, and the call-out work continues over the ten (10) hours in one (1) twenty-four (24) hour block of time, the SFINV may withdraw from any further work, due to exhaustion or fatigue, for a minimum of six (6) hours until the employee is to return to call out availability. The employee's supervisor shall arrange for relief workers if needed.

Section 13: Telephone Overtime (SFINV & COI ONLY): Any operational issue outside the SFINV/COIs normally scheduled Shift that can be resolved through the use of a telephone or other technology that eliminates the need for the SFINV/COI to report to work, shall be paid at a minimum of one (1) hour at time and a half (1.5X) rate of pay. However, telephone calls are not compensable if the inquiry is incidental in nature and not directly related to on-going operations. An example of "incidental in nature" would be the location of a set of keys or tools. Should the SFINV/COI receive a second call within the same hour, it would not be compensable. Should the SFINV/COI receive another call more than an hour after the initial call, they would be entitled to an additional hour of compensation at time and a half (1.5X) rate of pay.

ARTICLE 8. OFF-DUTY INJURIES:

- Section 1: An employee who is incapacitated due to non-service incurred accidents or illness shall be entitled to draw their full wage against Sick Leave to the extent accrued, if the extended absence has been approved by a licensed medical provider and the medical provider provides a reasonable expected date of return. If the employee has exhausted their Sick Leave, Annual Leave or any other available accrued leave shall be used until exhausted, then donated leave, and then Shift Exchanges to the extent available to cover the absence.
- Section 2: The employee shall continue to be eligible for benefits from the CITY's self-funded insurance plan while they are utilizing available accrued leaves, or donated leave (if eligible), then Shift Exchanges, during the time of absence from work for the CITY.
- Section 3: If the employee's extended leave has been approved pursuant to Section 1, the CITY shall allow an absence of up to a total of six (6) months, or to the extent the employee has any type of paid leave available, whichever is greater, as long as a licensed medical provider has substantiated the need for the leave and the medical provider identifies a reasonable expected date of return. If an employee has exhausted all paid leave, they may still be approved for an extended leave if their licensed medical provider has substantiated the need for the leave and the medical provider identifies a reasonable expected date of return. Employees who

have exhausted their paid leave, may be eligible for donated leave or approved for unpaid leave. Any employee who is on leave without pay per the provisions of this Section will remain eligible for benefits from the CITY's Self Insured Benefit Plan.

Section 4: If the employee is unable to return to work, the CITY may require a medical separation if, based on a licensed medical provider's evaluation and prognosis, the employee has suffered injuries that cannot be reasonably accommodated to allow the employee to perform the essential functions of their job. If the employee is medically separated, the employee shall be eligible for COBRA coverage through the CITY's self-funded insurance plan.

Section 5: An employee who is medically separated due to an off-duty injury may be eligible for rehire, upon written request by the employee, into an available position that is offered by the CITY which the employee has previously held and is qualified. At the discretion of the CITY, an employee's rehire shall be subject to:

- (1) A medical release to return to work with or without reasonable accommodation from a licensed medical provider;
- (2) Successful completion of the new hire physical agility test;
- (3) Successful completion of the new hire background check.

Section 6: Temporary Modified Duty: An employee incapacitated due to an injury or illness that is not work related may, at the option of the CITY, be employed in other work on a job within the CITY which a licensed medical provider determines the employee is able to perform. The employee shall be paid one-hundred percent (100%) of the employee's current pay grade. Current regular employees shall not be laid off because of such placement.

- (a) An employee making the request for temporary modified duty shall submit their request to the Fire Chief, with a letter from their licensed medical provider outlining the physical restriction(s) and approximate time the employee could return to full duty. Requests for temporary modified duty assignments shall be submitted to the Human Resources Department for review and approval.
- (b) Employees requesting temporary modified duty may apply after expending a minimum of one (1) full pay period of Sick Leave; or other accrued leave if Sick Leave is exhausted. Approved Modified duty shall be worked on a thirty-eight (38) hour schedule or forty

(40) hour schedule if the employee is in the Classification of FET, incumbent MSO, PAO, PES or SFINV.

- (c) The request for temporary modified duty must be for a minimum of two (2) full pay periods.
- (d) Employees on temporary modified duty shall not be eligible for out of class pay, standby pay, Overtime pay or any other premium pay, except in the case of an emergency.
- (e) The request for temporary modified duty must be resubmitted by the employee every thirty (30) calendar days. The assigned supervisor shall have authority to accept or reject the request based on the employee's performance toward organizational goals.
- (f) Employees placed on modified duty on a thirty-eight (38) hour schedule shall have their current fifty-six (56) hour Sick Leave and Annual Leave balances converted to thirty-eight (38) hour banks with a conversion factor of 0.6786. When the employee returns to their fifty-six (56) hour schedule, their leave bank will be converted back at a 1.474 rate. While on modified duty, employees shall accrue leaves at the thirty-eight (38) hour rate. Employees on modified duty will receive Holiday pay for all Holidays in accordance with the provisions of Article 11 Section 2(b).
- (g) Employees who have a regular schedule of forty (40) hours per week and who are placed on modified duty shall accrue leave at the forty (40) hour rate.
- (h) Employees who have a regular schedule of thirty-eight (38) hours per week and who are placed on modified duty shall continue to accrue leave at the thirty-eight (38) hour rate.
- (i) The CITY may cease the modified duty assignment at the CITY's discretion and place the employee back on Sick Leave.
- (j) The employee will return to regular duty upon a full release by a licensed medical provider and the approval of the Human Resources Department.

Section 7: Employees who are on leave or temporary modified duty, and away from their regular duties at the Fire Department for longer than three (3) months or more, shall be required to complete the "Henderson Fire

Department Return to Duty Program.”

Section 8: The CITY agrees to abide by the provisions established in the Nevada Revised Statutes, Chapter 286.620 (Disability Retirement Allowances), for all off-duty injuries.

Section 9: An employee who is medically separated per Section 4 of this Article shall be eligible to apply for vacancies within the CITY for a period of one (1) year from the date of the employee’s medical separation. The discharged employee must meet the posted application requirements to be considered, and will compete for the position as an “internal candidate.”

ARTICLE 9. COMPENSATION FOR SERVICE –INCURRED ACCIDENTS OR ILLNESSES:

Section 1: All eligible employees shall be covered by a workers’ compensation program of the CITY’s choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

Section 2: Fifty-six (56) hour employees injured on the job, with an accepted workers’ compensation claim, shall receive full salary continuation while away from work due to their injury for a period not to exceed one thousand four hundred forty (1,440) hours.

Section 3: Forty (40) hour employees injured on the job, with an accepted workers’ compensation claim, shall receive full salary continuation while away from work due to their injury for a period not to exceed eight hundred fifty-seven (857) hours.

Section 4: Thirty-eight (38) hour employees injured on the job, with an accepted workers’ compensation claim, shall receive full salary continuation while away from work due to their injury for a period not to exceed eight hundred fourteen (814) hours.

Section 5: Upon expiration of the salary continuation (1,440, 857, or 814 hours), the employee who continues to receive the workers’ compensation benefits may elect to use their Sick Leave, then Annual Leave, donated leave, and Shift Exchanges to supplement workers’ compensation and receive a full salary. Sick and accrued leave usage will be calculated by the Workers Compensation Division together with the Payroll Division and communicated to the Department to enter on

the timecard after approval from the employee.

- Section 6: An employee no longer receiving a supplemental check from the CITY shall cease to receive paid time off accruals and shall continue to be covered by the CITY's Self-Funded Benefit Plan and shall continue to receive the workers' compensation benefits due to the employee.
- Section 7: The CITY may require a medical separation when it appears, based on a licensed medical provider's evaluation and prognosis, that the employee has suffered injuries which cannot be reasonably accommodated to allow the employee to perform the essential functions of their last regular assignment or of another available assignment.
- Section 8: The CITY may disallow the salary continuation benefit provided herein, upon a finding by a preponderance of the evidence that the employee is abusing this benefit.
- Section 9: Before the CITY grants these benefits, the employee shall comply with reasonable administrative procedures established by the CITY. The CITY may also request, at its option and expense, that the employee be examined by a licensed medical provider physician appointed by the CITY. The examining licensed medical provider shall provide to the CITY and the employee a copy of their medical findings and their opinion as to whether or not the employee is able to perform their normal work duties and/or what, if any, work duties the employee is able to perform or unable to perform. The CITY may further require that such injured employees make themselves available for modified duty work as soon as possible after release by a licensed medical provider, which may be either CITY or employee appointed.
- (a) Modified duty assignments shall be at the sole discretion of the CITY as provided in NRS 616.
 - (b) Employees placed on modified duty shall continue to accrue Sick and Annual Leave at the fifty-six (56) hour rate. Leave banks shall not be converted or altered. Employees on modified duty shall continue to receive Holiday pay for all Holidays at the regular fifty-six (56) hour rate.
 - (c) Employees on temporary modified duty shall not be eligible for out of class pay, Overtime pay or any other premium pay, except in the case of an emergency.
- Section 10: The CITY shall comply with NRS Chapters 616 and 617, and the Nevada Administrative Code, for rehabilitation of an employee with an industrial injury or occupational disease that resulted from employment with the

CITY. An injured employee of the CITY may be returned to work with the CITY in any available position for which the employee is qualified and which accommodates the employee's physical limitations due to the industrial injury or occupational disease without being tested and placed on an eligibility list for that position. The employee may be appointed to the position even if there is an existing list for the Classification that does not contain the employee's name.

- Section 11: Fifty-six (56) hour employees shall be granted an additional seven hundred twenty (720) hours, as defined in Section 2 hereof, for disabilities incurred in the line of duty involving a deadly weapon. "Deadly weapon" is defined as a "weapon, which, from the manner used, is calculated or likely to produce death or serious bodily injury."
- Section 12: Forty (40) hour employees shall be granted an additional five hundred fifteen (515) hours, as defined in Section 3 herein, for disabilities incurred in the line of duty involving a deadly weapon. "Deadly weapon" is defined as a "weapon, which, from the manner used, is calculated or likely to produce death or serious bodily injury."
- Section 13: Thirty-eight (38) hour employees shall be granted an additional four hundred eighty-nine (489) hours, as defined in Section 4 hereof, for disabilities incurred in the line of duty involving a deadly weapon. "Deadly weapon" is defined as a "weapon, which, from the manner used, is calculated or likely to produce death or serious bodily injury."
- Section 14: An employee who is separated per Section 7 of this Article shall be eligible to apply for vacancies within the CITY for a period of one (1) year from the date of their medical separation. The separated employee must meet the posted application requirements to be considered, and shall compete for the position as an "internal candidate."

ARTICLE 10. SAFETY AND HEALTH:

- Section 1: The CITY cannot require employees to serve as strike breakers.
- Section 2: The CITY cannot require employees to respond to riots or other civil disorders unless fire or fire alert is present, and then only with adequate police protection. The CITY shall provide liability protection for every member of the UNION operating fire and rescue equipment. The form of such protection shall be via self-funded or private carrier at the discretion of the CITY. The CITY shall indemnify and defend pursuant to the provisions of NRS 41.0349 and NRS 41.0339 respectively.
- Section 3: The CITY retains the right to close any Fire Station at any time it is

deemed appropriate as determined by the City Manager.

Section 4: The CITY shall maintain a safe staffing level in the Operations Branch of the Fire Department that adds additional relief personnel to each Shift as follows:

- (a) The minimum staffing range for additional relief personnel shall be eleven percent (11%) of the total number of In-Service Units.
- (b) The maximum staffing range for additional relief personnel shall be fifteen percent (15%) of the total number of In-Service Units.
- (c) The CITY and the UNION agree to work collaboratively to identify the exact ranks that the additional relief personnel shall be assigned to.
- (d) The minimum and maximum number of additional relief personnel shall be based on a percentage range of the total number of positions to fully staff all In-Service Units.

Section 5: In-Service Units are the air resource, Engines assigned to Fire Stations, Ladder Trucks assigned to Fire Stations, Rescues assigned to Fire Stations, and the operations support officer ("OSO"). The CITY may take any In-Service Unit out of service.

Section 6: The Fire Department shall staff each In-Service Unit as follows:

- (a) The Fire Department shall staff each In-Service Engine with a Captain or Acting Captain, Engineer or Acting Engineer, Firefighter, and a Firefighter/Paramedic.
- (b) The Fire Department shall staff each In-Service Rescue with two (2) Firefighter/Paramedics or a Firefighter/Paramedic and a Firefighter.
- (c) The Fire Department shall staff each In-Service Ladder Truck with a truck Captain, truck Engineer, Firefighter, and a Firefighter/Paramedic.
- (d) The staffing of In-Service Ladder Trucks, as part of a specialty team (i.e. Technical Rescue and Hazardous Materials Response Teams), shall be staffed with no less than one (1) truck Captain, one (1) truck Engineer, one (1) Engineer or Acting Engineer and a Firefighter/Paramedic.

- (e) At the discretion of the Battalion Chief in order to maintain operational effectiveness, the second Engineer or Acting Engineer on the Ladder Truck may be switched out with the Firefighter on an Engine that is assigned as part of the specialty teams.
- (f) The Fire Department shall staff the In-Service air rescue unit with one (1) Engineer or Acting Engineer.
- (g) The Fire Department shall staff the In-Service OSO unit with one (1) Captain or Acting Captain.
- (h) Firefighters and Firefighter/Paramedics may be substituted for each other.

Section 7: The Fire Department may temporarily modify the four (4) person staffing on Engines and Ladder Trucks or the two (2) person staffing on Rescue units to deal with lack of staffing caused by mid-shift illness or injuries, shortages due to lack of available personnel or other short-term staffing challenges that occur during a Shift.

Section 8: The Fire Department may operate any Engine or Ladder Truck with fewer than four (4) employees on a temporary basis during the course of a Shift to ensure services to the public. Engines and Ladder Trucks shall not be required to be taken out of service due to a lack of staffing caused by; shortages due to mid-shift illness or injuries, shortages due to a lack of available employees or other short-term staffing challenges that occur during a Shift.

Section 9: The Telestaff staffing and/or the emergency recall system shall be used to attempt to fill shortages that may occur as indicated above.

Section 10: The Fire Department may temporarily take any unit out of service and combine employees to ensure a minimum of four (4) persons on each In-Service Engine and Ladder Truck and two (2) persons on each In-Service Rescue. The Fire Department may temporarily downgrade the response capability of any Engine or Ladder Truck to ensure advanced life support services of In-Service rescue Units. The Fire Department may temporarily downgrade the response capability of any Engine or Ladder Truck to ensure advanced life support services of In-Service rescue Units .

Section 11: The CITY shall provide the following protective equipment to each employee in the Classifications of Captain, Engineer, Firefighter, Firefighter/Paramedic, Incumbent MSO and SFINV:

- (a) Fire helmet with ear flaps, chin strap, and goggles.
- (b) Individually assigned turnout coat.
- (c) Individually assigned turnout pants with suspenders.
- (d) Individually assigned firefighting boots.
- (e) Individually assigned protective hood.
- (f) Individually assigned firefighting gloves.
- (g) Individually assigned extrication gloves.
- (h) Individually assigned flashlight.
- (i) A second set of individually assigned turnouts, boots, firefighting gloves and protective hoods shall be provided to each employee.
- (j) For each employee of an In-Service unit, the CITY shall provide a self-contained breathing apparatus (SCBA).
- (k) The CITY shall provide each employee with an individually assigned and fit tested mask for use with the SCBA.
- (l) All the above listed items shall meet or exceed the standards set forth in current NFPA standards when purchased.
- (m) The CITY shall provide extrication gloves to each employee that meets or exceeds the current ANSI standards.

Section 12: The CITY shall provide the following protective equipment to each employee in the Classification of PAO.

- (a) Individually assigned helmet with ear flaps, chin strap, and goggles.
- (b) Individually assigned protective coat.
- (c) Individually assigned protective pants.
- (d) Individually assigned extrication gloves.
- (e) Individually assigned flashlight.

(f) All the above listed items shall meet or exceed the current ANSI standards for these items when purchased.

Section 13: The CITY shall provide a voucher as approved by Emergency Management every two (2) years towards the purchase of ANSI approved prescription safety glasses.

Section 14: The CITY shall equip all Fire Department Apparatus that may regularly respond to an emergency with red lights, siren with penetrator or air horn, and permanently mounted radios.

Section 15: The CITY agrees to provide on an annual basis a physical examination that meets or exceeds the provisions of NRS 617 and the NAC's. Employees who provide evidence of completing their annual physical within the time frame designated by the CITY and while off duty shall be paid four (4) hours of Overtime pay at the rate of time and a half (1.5X).

Section 16: The UNION shall appoint at least one (1) UNION member to the CITY Safety Review Committee.

Section 17:

- (a) To maintain physical fitness, employees in the Classifications of Captain, Engineer, Firefighter, and Firefighter/Paramedic, and who are assigned and working in the Operations branch of the Fire Department shall work out on duty each Shift, emergency workload permitting, for a minimum of one and one-half (1.5) hours.
- (b) If employees in the Classifications of Captain, Engineer, Incumbent MSO, Firefighter, and Firefighter/Paramedic are assigned to a 38-Hour schedule, they may use their lunch and breaks to workout during their workday if they so desire. Alternatively, if the Support Operations permit, the Fire Chief may allow for the employee to adjust their work schedule (e.g., 6:30-4:30 or 8:00-6:00) to accommodate their workout schedule.
- (c) To maintain physical fitness, employees in the Classification of a PAO, shall work out on duty each Shift, emergency workload permitting, for a minimum of one (1) hour.
- (d) Physical training shall focus on cardiovascular, strength, and flexibility exercises. Employees may work out in station and in other training facilities approved by the Fire Chief.

Section 18: Each Fire Station shall have an extractor, washing machine and dryer installed for the purpose of laundering personal protective

ensembles and ensemble elements.

- Section 19: The Fire Department shall ensure that each new Rescue and Medic unit is equipped with a hydraulic lift gurney system.
- Section 20: All new purchases of protective clothing and equipment shall meet the latest version of the applicable NFPA standards or ANSI standards. The UNION and the CITY shall work collectively to ensure any OSHA directive relative to personal protective equipment is implemented in a timely and cost-effective manner.
- Section 21: The UNION and the CITY shall adhere to a medical privacy policy that is in compliance with Federal, State, and local guidelines.
- Section 22: The UNION and Fire Administration shall continue to support a labor/management committee dedicated to the IAFF/IAFC wellness fitness initiative and mental health (“Committee”).
- (a) The Committee shall create a charter and governance structure with equal representation from the UNION and management in support of this initiative.
 - (b) Effective July 1st of each year, , the CITY shall provide twenty thousand dollars (\$20,000) per fiscal year to the Committee upon ratification of this Agreement and for the term of this Agreement.
 - (c) The Committee shall be responsible for the prudent use of these resources consistent with the implementation of the initiative.

ARTICLE 11. HOLIDAYS:

Section 1: The CITY and the UNION agree that the dates listed below shall be considered Holidays, and any other day(s) declared to be a Holiday by the State Legislature, if made applicable to local government employers.

<u>Holidays</u>	<u>Date Recognized</u>
New Year's Day*	January 1
Martin Luther King Day*	Third (3 rd) Monday in January
Presidents Day*	Third (3 rd) Monday in February
Memorial Day*	Last Monday in May
Juneteenth*	June 19
Independence Day*	July 4
Labor Day*	First (1 st) Monday in September

Nevada Day*	Last Friday in October
Veterans Day*	November 11
Thanksgiving Day*	Fourth (4 th) Thursday in November
Family Day*	Day after Thanksgiving
Christmas Eve	December 24
Christmas Day*	December 25

* Denotes Nevada PERS-eligible Holiday

Section 2: Lump-Sum Holiday Payment:

- (a) Effective July 1, 2026, all employees assigned to a fifty-six (56) hour schedule shall be paid twelve (12) hours at their regular fifty-six (56) hour rate of pay for each Holiday identified in Section 1. This lump-sum payment shall not be considered time worked for the purposes of calculating Overtime and is not Nevada PERS-eligible compensation. New hires completing the fire academy are not eligible for this payment until the month following their assignment to a fifty-six (56) hour schedule.
- (b) Effective July 1, 2027, all employees assigned to a fifty-six (56) hour schedule shall be paid six (6) hours at their regular fifty-six (56) hour rate of pay for each Holiday identified in Section 1. This lump-sum holiday payment shall not be considered time worked for the purposes of calculating Overtime and is not Nevada PERS-eligible compensation. New hires completing the fire academy are not eligible for this payment until the month following their assignment to a fifty-six (56) hour schedule.
- (c) Effective July 1, 2028, all employees assigned to a fifty-six (56) hour schedule shall no longer receive a lump-sum holiday payment, and the lump-sum holiday payment shall cease moving forward.
- (d) In Fiscal Year 2027 and 2028, Employees regularly assigned to a fifty-six (56) hour schedule, who are temporarily assigned to a thirty-eight (38) hour schedule (e.g., temporary assignments, those on modified duty, or special duty assignment) shall continue to receive the lump sum holiday payment in accordance with Section 2; in addition to nine and one-half (9.5) hours of Holiday pay on the observed Holiday for thirty-eight (38) hour employees.
- (e) Should the Holiday fall on a non-scheduled workday in fiscal year 2027 and 2028 for these temporarily assigned thirty-eight (38) hour employees, no additional compensation shall be paid beyond the lump sum holiday payment in accordance with Section 2. Should

employees covered by this Section be required to work on a designated Holiday in their thirty-eight (38) hour capacity, they shall be paid time and one-half (1.5X) for all hours worked on the holiday in addition to the lump sum holiday payment in accordance with Section 2. If employees covered by this Section work Overtime in a fifty-six (56) hour capacity, they shall be compensated with fifty-six (56) hour rates.

- (f) All employees assigned to a forty (40) hour schedule shall receive ten (10) hours of Holiday pay in lieu of their regular pay for each designated Holiday and observe the Holiday in the same manner as the non-represented employees. Should these employees be required to work on a designated Holiday, they shall be paid time and a half (1.5X) for all hours worked on the Holiday.
- (g) All employees assigned to a thirty-eight (38) hour schedule shall receive nine and one-half (9.5) hours of Holiday pay in lieu of their regular pay for each designated Holiday and observe the Holiday in the same manner as the non-represented employees. Should these employees be required to work on a designated Holiday, they shall be paid time and a half (1.5X) for all hours worked on the Holiday.
- (h) Should the observed Holiday fall on the employee's normal day off, the employee shall bank the Holiday for a future day off with pay. All employees assigned to a forty (40) hour schedule may accumulate up to one hundred and sixty (160) hours of banked holidays and all employees assigned to a thirty-eight (38) hour schedule may accumulate up to one hundred fifty-two (152) hours of banked holidays. Any hours in excess of the maximum allowable accruals are forfeited at the end of the first pay period of the month following the month the overage occurred. Employees with banked holidays must use their banked holidays prior to the end of their employment, as there is no cash value for any unused banked holiday hours at Termination or retirement. The only exceptions to this provision would be if the employee was laid-off through a reduction in force, in which case they shall be paid for their banked holiday balance up to one hundred and sixty (160) hours for forty (40) hour employees and one hundred fifty-two (152) hours for thirty-eight (38) hour employees.
- (i) In recognition of the elimination of the Columbus Day Holiday for thirty-eight (38) hour and forty (40) hour employees, the FETs, PAOs, PESSs, Incumbent MSOs and SFINVs shall receive a floating holiday each January that must be used during the calendar year. Unused floating holidays are forfeited the last day of the pay period that includes December 31st.

- (j) In the case of a pre-Termination or pre-retirement death, banked holiday hours shall be paid to the beneficiaries designated to receive the employee's final paycheck.

Section 3: September 11 Memorial Holiday Pay

- (a) All employees assigned to a fifty-six (56) hour schedule and all fifty-six (56) hour employees assigned to a temporary thirty-eight (38) hour schedule (Fire Training Captain, Fire Training Engineer, EMS Training assignments, other temporary assignments, special duty assignments, and those on service-incurred modified duty) shall be provided the September 11th Memorial Holiday each calendar year. The Holiday is equal to twenty-four (24) hours of regular pay at the fifty-six (56) hour rate and will be paid in the pay period that includes September 11th. This holiday provides twenty-four (24) hours of additional compensation and is not available as paid time off; is not considered time worked for the purpose of Overtime calculations and is not PERS-eligible compensation. New hires beginning their employment before July 1st will receive the September 11th Memorial Holiday in the year of hire.
- (b) Employees regularly assigned to a thirty-eight (38) or forty (40) hour schedule (FETs, Incumbent MSOs, PAOs, PESs, SFINVs, employees completing the fire academy, and employees on a thirty-eight (38) hour modified duty schedule due to an off-duty injury) shall receive nine and one-half (9.5) hours or ten (10) hours of compensation. This holiday provides nine and one-half (9.5) hours of additional compensation and is not available as paid time off; is not considered time worked for the purpose of Overtime calculations, and is not PERS-eligible compensation. New hires beginning their employment before July 1st will receive the September 11th Memorial Holiday in the year of hire.

Section 4: Holiday Worked Premium Pay

- (a) Employees covered by this Agreement who work on a Holiday as identified in Section 1, defined as 12:01 a.m. through midnight on the day of the Holiday shall receive premium pay for hours worked in addition to the Holiday pay defined in Section 2.
- (b) Employees who work any hours between 12:01 a.m. and 8:00 a.m. shall receive 1.65 times their hourly rate in Holiday premium pay in addition their regular pay for those hours.
- (c) Employees who work between 8:00 a.m. and midnight shall receive 0.85 times their hourly rate in addition to their regular pay

for those hours.

- (d) This premium pay is PERS-eligible compensation for employees working their regular Shift and is non-PERS eligible compensation for employees working an Overtime Shift and receiving the premium pay.
- (e) If an employee is working Overtime on the designated Holiday, they shall receive the holiday premium pay for hours worked in addition to their Overtime compensation.
- (f) Non-PERS designated Holidays include Christmas Eve each year and Holidays that fall on non-PERS recognized days.
- (g) The Veterans Day Holiday shall always be observed and the Holiday premium pay earned on the PERS recognized date of the Holiday.

Example: If November 11th falls on a Saturday, the previous Friday shall be the observed holiday and should November 11th fall on a Sunday, the following Monday shall be the observed Holiday.
- (h) In the case of Shift Exchanges on Holidays, the employee actually working on the Holiday as defined above shall receive the premium pay.
- (i) The parties acknowledge that premium pay earned on a non-PERS designated Holiday is not PERS-eligible compensation.

ARTICLE 12. SUBSISTENCE ALLOWANCE:

Section 1: The CITY shall provide a uniform allowance, called a subsistence allowance, to all employees, excluding those in Section 2, covered by this Agreement, to buy and maintain class A and class B uniforms as prescribed by the Fire Chief. Such allowance shall be paid monthly and added to the employee's paycheck. The subsistence allowance shall be seventy-two dollars and fifty cents (\$72.50) bi-weekly for the term of the Agreement.

The subsistence allowance reflects the costs of approved work boots that are considered personal protective equipment that would be provided by the CITY. Work boots shall meet the ASTM International standards, F 2412, Test Methods for Protection, and/or F 2413 or ANSI Z41. Employees shall purchase work boots from their subsistence

allowance.

- Section 2: Upon hire, the Fire Department shall purchase the initial uniforms required for the employee to attend and complete the Fire Department's training academy. The actual amount of this initial uniform purchase shall be deducted from the one thousand eight hundred and eighty-five dollars (\$1,885.00) that is paid to the employee on their first paycheck from the CITY. The reduction of the uniform allowance advance will be based on a twelve (12) month rolling period. Should the employee quit or voluntarily resign during the first twelve (12) months, the amount advanced shall be prorated according to the days worked and any monies due the CITY shall be deducted from the employee's final check or by cash payment by the employee. If the employee is terminated by the CITY during the first twelve (12) months, the amount of money advanced to them shall not be required to be paid back to the CITY.
- Section 3: If an employee who was Terminated is rehired by the Fire Department, they shall not be eligible for a new uniform advance. If the employee who quit or who voluntarily resigned is rehired by the Fire Department, and the employee was required to repay the uniform advance, they shall be repaid the prorated amount they repaid. All rehired employees shall begin receiving their biweekly uniform allowance once they have completed a total of twelve (12) months of full-time employment in that Classification, which may include a combination of their previous and current service time.
- Section 4: Uniform standards shall be at the discretion of the CITY, after consultation with the UNION. Standard uniform specifications shall not be changed without ninety (90) calendar days' written notice to the UNION.
- Section 5: The initial cost of any change in the Fire Department dress code shall be borne by the party initiating the change.

ARTICLE 13. SICK LEAVE:

- Section 1: Sick leave, for those employees working twenty-four (24) hour shifts (56-hour Normal Workweek), shall accrue at the rate of twenty-four (24) hours per month, commencing on the first (1st) day of hire into a regular position.
- Section 2: Employees assigned to a regular forty (40) hour schedule shall accrue ten (10) hours of Sick Leave each month.

Section 3: Employees assigned to a regular thirty-eight (38) hour schedule shall accrue nine and one-half (9.5) hours of Sick Leave each month.

Section 4: Employees assigned to a Temporary thirty-eight (38) hour Normal Workweek shall continue to accrue Sick Leave at the fifty-six (56) hour rate and their leave banks shall not be converted or altered.

Section 5: Employees shall be paid their current hourly rate for each hour of Sick Leave used.

Section 6: Effective July 1, 2026, Sick Leave may accumulate and carry over up to a maximum of two thousand four hundred (2,400) hours for all employees assigned to a fifty-six (56) hour schedule, one thousand seven hundred fourteen (1,714) hours for all employees assigned to a forty (40) hour schedule, and one thousand six hundred twenty-nine (1,629) hours for all employees assigned to a thirty-eight (38) hour schedule. Any Sick Leave hours which exceeds allowed maximum shall be forfeited on pay period that includes December 31st of each year.

For employees hired prior to July 1, 2026, Sick Leave may be accumulated and carried over up to the employee's accrued Sick Leave hours balance as of July 1, 2026, if higher than the maximum established above (Temporary Maximum Balance). If, on any paid period that includes December 31 thereafter, the employee's accrued Sick Leave hours fall below the Temporary Maximum Balance, the maximum permitted balance shall automatically adjust downward to equal the reduced balance. This downward adjustment shall continue until the standard maximum accrual limits are reached, after which the standard maximum accrual limit shall apply.

Section 7: Upon approval of the Fire Chief or designee, Sick Leave may be used by employees:

- (a) Who are incapacitated from the performance of their duties by illness or injury, or
- (b) Whose attendance is prevented by public health requirements, or
- (c) Who are required to absent themselves from work for the purpose of keeping an appointment with a doctor, or
- (d) Who are required to absent themselves from work to personally care for a member of their immediate family in those medical emergencies which require the employee's prompt attention, or
- (e) Who are grieving the loss of an individual who is not an immediate

Family Member covered by Bereavement Leave as set forth in Article 17.

- (f) For bonding leave when used concurrently with FMLA and in accordance with City policies. If an employee does not qualify for FMLA or have any remaining FMLA time available, the employee will not be able to use sick leave for bonding leave.

Section 8: Any Sick Leave usage in excess of four (4) continuous shifts for employees that are regularly assigned to a fifty-six (56) hour schedule or two (2) continuous weeks for employees that are regularly assigned to a thirty-eight (38) or forty (40) hour schedule, that is not due to an occupational injury, shall be referred to Human Resources to allow for the CITY to provide the employee with information on protected leaves, such as FMLA or the Americans with Disabilities Act (ADA).

Section 9: When using Sick Leave employees shall enter the reason for Sick Leave into the staffing program.

Section 10: Employees who do not become ill on the job shall call in as required by Fire Department policy before the beginning of their shift when using Sick Leave.

Section 11: Any full-time employee who has exhausted all accumulated Sick Leave shall be granted use of accrued Annual Leave. Leave without pay may be granted when all accrued leave are exhausted per the provisions of Articles 8 and 13 of this Agreement.

Section 12: Employees shall report to work if recovery of illness is made during the normal work hours.

Section 13: Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when an employee is on Sick Leave is considered evidence of abuse of sick Leave unless approved in advance in writing by the Fire Chief or designee.

Section 14: Members of the UNION shall be used to fill vacancies caused by Sick Leave; however, nothing in this Section shall be construed to require the CITY to fill such vacancy.

Section 15: With the exception of Sick Leave depletion, Annual Leave shall not be used in place of Sick Leave.

Section 16: Sick Leave Occurrences:

- (a) Off-Duty Sick Leave Occurrence: An Off-Duty Sick Leave

occurrence is when an employee that is Off-Duty (e.g., Annual Leave, Sick Leave, Shift Exchange, or any other type of leave that is not an exception outlined in this subsection) enters Sick Leave into the staffing program for day 2 of their Shift Cycle after the start of their Shift Cycle on day 1.

1. Off-Duty Sick Leave occurrences shall be tracked on a rolling twelve (12) month period looking back from the date of the current occurrence.
 2. Employees are allowed two (2) Off-Duty Sick Leave occurrences during the twelve (12) month tracking period.
 3. A third (3rd) Off-Duty Sick Leave occurrence during the twelve (12) month tracking period shall subject the employee to the EDPP. It is expected that the informational process of the EDPP will change and correct the recognized behavior, however, an employee who continues to display unacceptable Sick Leave usage shall be subject to the formal process under the Conduct section of the EDPP.
 4. On-Duty Sick Leave occurrences do not count towards Off-Duty Sick Leave occurrences.
 5. This section does not apply to employees that are working a Shift Exchange or Overtime assignment on the day prior to the start of day 1 or their regularly assigned Shift Cycle.
 6. Approved FMLA absences, approved ADA absences, or approved workers compensation absences are not considered occurrences.
- (b) On-Duty Sick Leave Occurrence: An On-Duty Sick Leave occurrence is when an employee that is On-Duty enters Sick Leave into the staffing program for day 2 of their Shift Cycle after the start of their Shift Cycle on day 1.
1. On-Duty Sick Leave occurrences shall be tracked on a rolling twelve (12) month period looking back from the date of the current occurrence.
 2. Employees are allowed a total of three (3) On-Duty Sick Leave occurrences during the twelve (12) month tracking period.
 3. Approved FMLA absences, approved ADA absences, or approved workers compensation absences are not considered

occurrences.

4. Sick Leave that is ordered or approved by the employee's direct supervisor and Battalion Chief/Division Chief are generally not considered occurrences, but repeated instances could be considered a pattern of Sick Leave abuse as listed in section 17.

(c) Calculation of Both Off-Duty and On-Duty Sick Leave Occurrences:

1. A fourth (4th) On-Duty, Off-Duty, or combined Sick Leave occurrence during the twelve (12) month tracking period shall cause the employee to receive an additional twenty-four (24) hours to their Overtime sign-up bank and a six (6) hour reduction in their mandatory hours bank.
2. A fifth (5th) On-Duty, Off-Duty, or combined Sick Leave occurrence during the twelve (12) month tracking period shall cause the employee to receive an additional forty-eight (48) hours to their Overtime sign-up bank and a twelve (12) hour reduction in their mandatory hours bank.
3. A sixth (6th) On-Duty, Off-Duty, or combined Sick Leave occurrence during the twelve (12) month tracking period shall subject the employee to the EDPP. It is expected that the "informal" process of the EDPP will change and correct the recognized behavior, however, an employee who continues to display unacceptable Sick leave usage shall be subject to the formal process under the Conduct section of the EDPP.

Section 17: Sick Leave Abuse: Employees who utilize Sick Leave in a manner that indicates an intentional pattern of usage that is inconsistent with approved Sick Leave usage, as viewed from the perspective of a reasonable person of average intelligence, shall be considered to be evidence of Sick Leave abuse subject to the formal process under the EDPP. An employee can be found to have engaged in Sick Leave abuse without regards to the number of Sick leave occurrences the employee has incurred.

Section 18: Sick Leave Bonus Hours Program: Each fiscal year, (defined as the beginning of the pay period that includes July 1st through the last pay period prior to June 30th), employees with one or more years of full-time service, who use any Sick Leave or leave without pay (LWOP) as outlined below, shall receive bonus hours credited to their Annual Leave balance in July as follows:

(a) For Fiscal Year 2027:

<u>Employee Schedule</u>	<u>Sick Leave or LWOP Usage</u>	<u>Vacation Hours Awarded</u>
Fifty-six (56) hour employees	48 hours or less	48 hours
Fifty-six (56) hour employees	More than 48 and up to 96 hours	24 hours
Forty (40) hour employees	10 hours or less	20 hours
Forty (40) hour employees	More than 10 and up to 30 hours	10 hours
Thirty-eight (38) hour employees	9.5 hours or less	19 hours
Thirty-eight (38) hour employees	More than 9.5 and up to 28 hours	9.5 hours
Temporarily assigned thirty-eight (38) hour employees	2 equivalent days or less*	48 hours
Temporarily assigned thirty-eight (38) hour employees	More than 2 and up to 4 equivalent days*	24 hours

*Equivalent days shall be calculated based on assigned schedule at the time of Sick Leave usage.

(b) For Fiscal Year 2028 and thereafter:

<u>Employee Schedule</u>	<u>Sick Leave or LWOP Usage</u>	<u>Vacation Hours Awarded</u>
Fifty-six (56) hour employees	48 hours or less	96 hours
Fifty-six (56) hour employees	More than 48 and up to 96 hours	48 hours
Forty (40) hour employee	0 – 20 hours	40 hours
Forty (40) hour employee	More than 20 and up to 40 hours	20 hours
Thirty-eight (38) hour employees	0 – 19 hours	38 hours
Thirty-eight (38) hour employees	More than 19 and up to 38 hours	19 hours
Temporarily assigned thirty-eight (38) hour employees	2 equivalent days or less*	96 hours
Temporarily assigned	More than 2 and up to	48 hours

thirty-eight (38) hour employees	4 equivalent days*	
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*Equivalent days shall be calculated based on assigned schedule at the time of Sick Leave usage.

Employees must be hired into or transferred to a UNION position on or before June 30th to be eligible for Bonus Hours during the fiscal year that follows their 1st anniversary date. Employees hired into or transferred to a UNION position on or after July 1st become eligible at the beginning of the fiscal year following their 1st anniversary date.

Section 19: Sick Leave Sell Back Program: Sick Leave hours shall be compensated as listed herein unless the employee elects to opt-out. Only employees that are active during the pay period for the first paycheck in December are eligible. This compensation is not considered time worked for the purpose of calculating Overtime and is not PERS eligible compensation. Hours shall be paid on the first paycheck in December at the employee's current base rate.

- (a) Fifty-six (56) Hour Employees who have accumulated at least one thousand two hundred and sixty (1,260) Sick Leave Hours, shall be compensated for ninety-six (96) hours of unused Sick Leave annually.
- (b) Regularly assigned forty (40) hour employees who have accumulated nine hundred forty-eight (948) hours of Sick Leave shall be compensated for forty (40) hours of unused Sick Leave annually.
- (c) Regularly assigned thirty-eight (38) hour employees who have accumulated nine hundred (900) hours of Sick Leave shall be compensated for thirty-eight (38) hours of unused Sick Leave annually.
- (d) To qualify for the Sick Leave sell back, employees must have reached the accrual amount shown in subsections (a)-(c) above after receiving their November 1st Sick Leave accrual.
- (e) Sick Leave utilization shall be monitored for the following twelve (12) months; November 1st through October 31st.
- (f) Fifty-six (56) hour employees who have at least ninety-six (96) hours of unused Sick Leave remaining from the two hundred eighty-eight (288) hours of accrual during the previous twelve months (November 1st through October 31st) shall be compensated for those ninety-six (96) hours. Unused Sick Leave accrued during the year in excess of the ninety-six (96) hours shall remain in the employee's Sick Leave bank, subject to the accrual limits in Section 6.

- (g) Regularly assigned forty (40) hour employees who have at least forty (40) hours of unused Sick Leave remaining from the one hundred twenty (120) hours of accrual during the previous twelve (12) months (November 1st through October 31st) shall be compensated for those forty (40) hours. Unused Sick Leave accrued during the year in excess of forty (40) hours shall remain in the employee's Sick Leave bank, subject to the accrual limits in Section 6.
- (h) Regularly assigned thirty-eight (38) hour employees who have at least thirty (38) hours of unused Sick Leave remaining from the one hundred fourteen (114) hours of accrual during the previous twelve (12) months (November 1st through October 31st) shall be compensated for those thirty-eight (38) hours. Unused sick leave accrued during the year in excess of the thirty-eight (38) hours shall remain in the employee's Sick Leave bank, subject to the accrual limits in Section 6.
- (i) Eligible employees who have worked on a fifty-six (56) hour schedule who are temporarily assigned to a thirty-eight (38) hour schedule who have used the equivalent of eight (8) or less days of Sick Leave during the review period of November 1st through October 31st, regardless if those hours/days are used during a fifty-six (56) or thirty-eight (38) schedule, shall receive up to ninety-six (96) hours of compensation at the fifty-six (56) hour base rate on their 1st paycheck in December.

Section 20: Sick Leave Payouts Upon Resignation, Death, Retirement, or Termination without cause, employees shall be eligible for payment of accrued Sick Leave based on the employee's hourly rate on a fifty-six (56) hour schedule, regular forty (40) hour schedule, or regular thirty-eight (38) hour schedule as follows:

- (a) Upon Resignation or Termination without cause and with ten (10) or more years of full time service, the employee shall be paid accrued Sick Leave hours not to exceed eight hundred (800) hours for fifty-six (56) hour schedules, five hundred and seventy-two (572) hours for a forty (40) hour schedule, or five hundred forty-three (543) hours for a thirty-eight (38) hour schedule.
- (b) In the case of death of an employee during their tenure with the CITY, one hundred percent (100%) of the employee's unused Sick Leave shall be paid to the employee's designated beneficiaries as designated on the employee's City-provided life insurance form.
- (c) An employee with ten (10) years or more of full time service upon retirement under the provisions of Nevada PERS, or an employee with ten (10) years or more of full time service, upon Termination without cause from the CITY, who retires under the provisions of the Social Security Act, or retirement as a result of a job-related disability resulting

in mandatory separation from CITY employment, shall be paid one hundred percent (100%) of unused accrued Sick Leave not to exceed one thousand nine hundred twenty (1,920) hours at their current hourly rate of pay based on a fifty-six (56) hour Normal Workweek, one thousand three hundred seventy-two (1,372) hours at their current hourly rate of pay based on the forty (40) hour Normal Workweek, or one thousand three hundred and three (1,303) hours at their current hourly rate of pay based on a thirty-eight (38) hour Normal Workweek.

Section 21: Other than as specifically outlined herein, Sick Leave shall have no cash value.

ARTICLE 14. RETIREMENT:

Section 1: The CITY and the UNION agree that all employees shall participate in the Public Employees Retirement System of the State of Nevada ("PERS"), in accordance with the rules of that system.

Section 2: Increases or decreases in mandatory contributions as determined by PERS, for employees covered by this Agreement, shall be split evenly between the employee and the CITY.

Section 3: The CITY shall comply with all the provisions of NRS 286.421 for the purpose of paying the employee's retirement contribution, but shall not pay for the purchase of eligible service.

ARTICLE 15. ANNUAL LEAVE:

Section 1: UNION personnel shall be eligible to take annual leave after completion of six (6) months of continuous full-time service. Annual leave will accrue on the following basis:

(a) Fifty-six (56) hour employees:

Years of Service	Accrued Hours	Accrued Shifts
During 1 st year	96	4 shifts
2 nd through 5 th year	216	9 shifts
6 th through 12 th year	264	11 shifts
13 th through 20 th year	336	14 shifts

(b) Permanently assigned forty (40) hour employees:

Years of Service	Accrued Hours	Accrued Shifts
During 1 st year	40	4 shifts
2 nd through 5 th year	120	12 shifts

6 th through 12 th year	160	16 shifts
13 th through 20 th year	200	20 shifts

(c) Permanently assigned thirty-eight (38) hour employees:

Years of Service	Accrued Hours	Accrued Shifts
During 1 st year	38	4 shifts
2 nd through 5 th year	114	12 shifts
6 th through 12 th year	152	16 shifts
13 th through 20 th year	190	20 shifts

Section 2: Upon completion of six (6) months of continuous service, accrued hours for that time period will be credited and available to the employee. Beginning with the seventh (7th) month of employment, annual leave hours will accrue on a monthly basis.

Section 3: (a) Fifty-six (56) hour employees may accumulate and carry over annual leave up to a maximum of seven hundred twenty (720) hours.

(b) Permanently assigned forty (40) hour employees may accumulate and carry over annual leave up to a maximum of five hundred and five (505) hours.

(c) Permanently assigned thirty-eight (38) hour employees may accumulate and carry over annual leave up to a maximum of four hundred eighty (480) hours.

(d) Any annual leave which exceeds the allowed maximum will be forfeited the last day of the last full or partial pay period charged to the calendar year.

Section 4: Regular employees with one (1) or more years of full-time service, upon separation shall be paid one hundred percent (100%) of accrued annual leave up to the allowed maximum. In the event of a UNION member's death, one hundred percent (100%) of accrued annual leave will be disbursed per the provisions of the previously bargained Joint Benefits Agreement.

Section 5: Applications for annual leave shall be approved in advance by the Shift Captain and Fire Chief or their designees. Vacation scheduling guidelines shall be part of the Fire Department Rules and Regulations. The CITY retains the right to determine whether or not such annual leave shall be approved.

Section 6: In exceptional circumstances, employees with one (1) or more years of service may be advanced annual leave, subject to approval of the CITY

Manager or designee.

- Section 7: An employee who has taken advance annual leave beyond that accrued at the time of termination shall make restitution for such leave, either by deduction from any amount owed to them by the CITY or by cash refund.
- Section 8: No annual leave will be paid unless the employee has completed six (6) months of continuous service.
- Section 9: Members of the bargaining unit will be used to fill vacancies caused by annual leave and/or any other leave that creates a vacancy; however, nothing in this section shall be construed to require the CITY to fill such vacancy.
- Section 10: It is the employee's responsibility to assure that their annual leave balances do not exceed the maximum allowable accumulated annual leave at the end of the designated calendar year. The CITY will not be responsible for making up any time forfeited at the end of the year that is caused by an individual taking insufficient vacation time.

ARTICLE 16. UNION BUSINESS LEAVE:

- Section 1: Four (4) members of the UNION negotiating team shall be granted leave from duty with full pay for all meetings between the CITY and the UNION for the purpose of Negotiations, when such meetings take place at a time during which such members are scheduled to be on duty. The CITY and Union agree that no more than four (4) representatives from the CITY and the UNION shall sit at the table for purposes of Negotiation. Exceptions may be made, provided that the opposite party is in agreement.
- Section 2: One (1) member of the UNION grievance committee shall be granted leave from duty for all meetings between the CITY and the UNION for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty, but the member shall provide their supervisor with advanced notice of the need for the leave.
- Section 3: The CITY agrees to provide twenty-four hundred (2,400) hours per fiscal year for use of the UNION president or designee to conduct UNION business, i.e. conventions, seminars, honor guard, training, etc.
- Section 4: UNION officials or their designated representatives may be granted additional leave for any reasonable and just cause as may be determined by the Fire Chief.
- Section 5: The UNION president, or their designee, shall determine the use of the

UNION Leave hours by its member. The employee taking UNION Leave shall provide their supervisor as much notice as possible of the need for UNION Leave. The CITY has the right to deny UNION Leave in the following limited circumstances: if the request significantly interrupts operations, if UNION Leave is being abused or misused, or if the UNION has used all of its allotted UNION Leave hours permitted by this Agreement. If UNION Leave is denied, then the CITY must provide the UNION with written notice explaining why the UNION Leave is being denied.

ARTICLE 17. OTHER LEAVES:

Section 1: Leave of Absence/Leave Without Pay:

- (a) Upon application to the Fire Chief, an employee may be granted a leave of absence without pay for a period not to exceed ninety (90) calendar days without prejudice to their status, provided that such application shall have first been approved by the Fire Chief and by the City Manager or designee.
- (b) Upon approval of the City Manager or designee, an employee may be granted an unpaid ninety (90) day leave of absence for good and valid reasons.
- (c) During an unpaid leave of absence that exceeds thirty (30) days, the employee shall not:
 - be eligible for any benefits;
 - be eligible to accrue any Annual or Sick Leave;
 - be eligible for the Sick Leave bonus hours program or the Sick Leave buy back program;
 - be eligible for within-grade service credit increases;
 - be eligible for service credit towards completion of probation, qualifying period, or seniority;
 - be eligible for longevity pay, if applicable.

Section 2: Jury Duty:

- (a) Employees who are called to serve jury duty shall be paid regular pay for time served during their scheduled working hours.
- (b) All jury duty pay shall be retained by the employee.
- (c) Employees called but not selected to serve on the jury shall report back to work when excused.

- (d) Employees selected to serve on the jury shall not be required to report back to work until released by the court.

Section 3: Military Leave:

- (a) Military leave shall be granted when an employee enters any branch of the Armed Forces of the United States, whether by enlistment, recall or active duty, selective service, or call to duty from the Nevada National Guard or other military reserve unit.
- (b) The employee may be given military leave without pay.
- (c) During the period of military service the employee shall retain all rights to which they are entitled under the provisions of the Charter of the CITY and this collective bargaining agreement provided that during a period of military leave in excess of thirty (30) days, Annual or Sick Leave credit may not accumulate unless in a paid status.
- (d) During a declared time of war, a recalled employee shall be compensated the difference between their military pay and regular Classification pay from the CITY.
- (e) After the completion of service the employee may be restored to their former position if the employee is able to perform their former service to the CITY, provided that the employee makes written application for immediate reinstatement within ninety (90) days after receiving an honorable discharge or release from active duty.
- (f) The provisions of this subsection shall not apply to any employee receiving anything other than an honorable discharge or release from active duty.
- (g) Employees employed to fill positions becoming vacant under these rules shall hold such positions subject to being transferred to another post, if available, or Terminated upon the reinstatement of the returning employee to their former position in accordance with subsection 3(e).
- (h) An employee who works fifty-six (56) hours in the Bargaining Unit having a reserve status in any of the regular branches of the Armed Services of the United States or Nevada National Guard, upon request to serve under official orders shall be relieved from their duties, without loss of pay for a period not to exceed three hundred sixty (360) hours in any one (1) calendar year.

- (i) The employee shall file with the CITY a copy of such orders indicating thereon the date said duty is to commence and the date duty is to cease.
- (j) The employee shall receive their regular compensation in addition to their military pay.

Section 4: Bereavement Leave:

For fifty-six (56) hour employees:

- (a) Upon the death of an Immediate Family Member (an employee's spouse, child, father, mother, brother, sister, step or foster child, grandchild, grandparent, father/mother-in-law, sister/brother-in-law, son/daughter-in-law, spouse's grandparents or any other person permanently living in the household), an employee will be granted up to forty-eight (48) hours of bereavement leave.
- (b) Bereavement leave is independent of other types of leave.
- (c) In the event the funeral services are held five hundred (500) miles or more from the City limits of Henderson, Nevada, forty-eight (48) additional hours of bereavement leave may be granted.

For regular forty (40) or thirty-eight (38) hour employees:

- (a) Upon the death of an Immediate Family Member (an employee's spouse, child, father, mother, brother, sister, step or foster child, grandchild, grandparent, father/mother-in-law, sister/brother-in-law, son/daughter-in-law, spouse's grandparents or any other person permanently living in the household), an employee will be granted up to three (3) workdays off with pay during the fourteen (14) day period after the notification of such death.
- (b) Use of these three (3) days beyond the fourteen (14) day period requires approval of the Chief or their designee.
- (c) Bereavement leave is independent of other types of leave.
- (d) In the event the funeral services are held five hundred (500) miles or more from the City limits of Henderson, Nevada, two (2) additional workdays of bereavement leave may be granted.
- (e) Use of these two days beyond the fourteen (14)-day period requires approval of the Chief or their designee.

Section 5: Special Leave:

Special leave may be granted by the Fire Chief, in the interest of the CITY, for instance, for attendance at professional conferences or meetings or for education or training purposes applicable to an employee's Classification.

Section 6: Family & Medical Leave (FMLA) Act:

The CITY will comply with the Family Medical Leave Act and will follow City's FMLA policy.

ARTICLE 18. PAYROLL DEDUCTIONS:

Section 1: Upon written authorization to the CITY's Human Resources Director from an employee, the CITY agrees to deduct on a bi-weekly or monthly basis from the wages of said employee such sums as they may specify for the United Way Fund, IAFF FIREPAC or such other purpose as the CITY may hereafter approve. Each employee shall have the right to terminate such payroll deductions at any time on the written request to the Human Resources Director.

Section 2: The CITY agrees to deduct from the paycheck of each employee within the UNION who has signed an authorized payroll deduction card such amount as has been designated by the UNION as union dues and is certified by the Secretary/Treasurer of the UNION. The UNION will certify to the CITY, in writing, the current rate of membership dues. The CITY shall be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. The CITY shall require written confirmation from the UNION president when UNION membership dues are increased.

Section 3: The CITY agrees to deduct from the paycheck of each employee within the UNION contributions to a retirement health saving account and/or 457(b) account.

Beginning on July 1, 2026, the CITY will match an employee's pre-tax non-Roth 457(b) contributions up to a maximum of one thousand dollars and zero cents (\$1,000.00) per calendar year. Contributions will be matched on a per pay period basis until the deferred compensation match limit is set. The parties recognize the match in the initial year of this Agreement may be delayed while the CITY updates the plan documents, if needed.

On July 1, 2027, the CITY will increase the match to the employee's pre-tax non-Roth 457(b) contributions by five hundred dollars and zero cents (\$500.00), for a maximum of one thousand five hundred dollars and zero cents (\$1,500.00) per calendar year.

- Section 4: The UNION agrees to indemnify and hold the CITY harmless against any and all claims, suits, orders or judgments brought or issued against the CITY as a result of any action taken or not taken by the CITY under the provisions of this Article.
- Section 5: The CITY will not be required to honor any bi-weekly deduction authorizations that are delivered to the Human Resources Director after the beginning of the pay period during which the deductions should start.
- Section 6: The UNION agrees to refund to the CITY any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

ARTICLE 19. GRIEVANCE PROCEDURE:

- Section 1: Any dispute concerning the interpretation or application of an expressed provision of this Agreement or Negotiated Fire Department Rules 4, 5 or 6 shall be subject to this, and exclusive to this, grievance procedure. The Union reserves the right to petition the Government Employee-Management Relations Board for redress in the event that the City makes a unilateral change to another Fire Department Rule that significantly relates to a mandatory subject of bargaining.

STEP 1: UNION Review

- (a) The grievance must be filed in writing with the UNION president or designee, or the Grievance Committee within thirty (30) calendar days from when the employee knows or should have known of facts giving rise to a grievable issue. The UNION Grievance Committee, upon receiving a written and signed request, shall determine if a grievance exists.
- (b) If, in the UNION Grievance Committee's opinion, no grievance exists, the matter will be deemed settled.
- (c) In the event the UNION chooses not to pursue a grievance involving demotion or termination, the employee filing a grievance may pursue the matter, without the assistance of the UNION, in accordance with the remainder of this Article. All costs incurred by the employee, including but not limited to those outlined in Section 7 of this Article, shall be the responsibility of the employee. Should a terminated employee choose to arbitrate their dispute, both the CITY and the employee shall be required to place five thousand dollars (\$5,000) into an escrow account to ensure the payment of the arbitrator as detailed in Section 7 of this Article. Should the

grieving individual fail to comply with this requirement within twenty-one (21) calendar days of notification of the escrow account details, they shall forfeit their ability to arbitrate the issue and the matter shall be considered withdrawn and resolved. The UNION shall promptly inform the CITY if the grievant satisfied this requirement. The grieving individual shall then have thirty (30) days to contact the CITY to select and schedule the arbitration.

STEP 2: Fire Chief Review

- (a) If a grievance exists, the Grievance Committee Chairman shall, with or without the physical presence of the aggrieved employee, within thirty (30) calendar days from the date the Grievance Committee received the grievance, present a signed written grievance to the Fire Chief or their designee for adjustment.
- (b) The grievance shall identify the provision in the Agreement (or Negotiated Fire Department Rules 4, 5 or 6) that the CITY has violated and a brief explanation as to how the CITY violated same..

STEP 3: City Manager Review

- (a) If, within thirty (30) calendar days after submission to the Fire Chief or their designee, the grievance has not been settled, the employee or the UNION may submit it for adjustment to the City Manager, or designee, within an additional thirty (30) calendar days.

STEP 4: Arbitration

- (a) If, within thirty (30) calendar days after having been submitted to the City Manager, the grievance has not been settled, the employee or the UNION may submit it to arbitration within thirty (30) calendar days for adjustment.
- (b) The employee or the UNION shall advise the CITY in writing that it is seeking arbitration and shall designate in writing the specific provision or provisions of the Agreement or rule and regulation alleged to be violated.
- (c) An arbitrator shall be selected from a list of seven (7) names supplied by the Federal Mediation and Conciliation Service (FMCS) by alternately striking names from the list with the UNION striking the first name. If FMCS is not available to issue arbitration panels, then the parties will use the American Arbitration Association ("AAA"), using the same arbitrator

qualifications specified above and the striking method below.

- (d) The CITY and IAFF agree that the procedural rules for selection of arbitrators established by the AAA shall not apply to them, and further, that neither party shall forfeit its rights under this Section due to the failure to meet deadlines imposed by the American Arbitration Association.
- (e) The arbitration hearing shall be conducted under the rules of the FMCS, regardless of whether the Arbitrator was selected from an FMCS panel or an AAA panel. Any correspondence by either party to the FMCS, AAA, or the Arbitrator will be copied to the opposite party.
- (f) The jurisdiction and authority of the arbitrator, and the arbitrator's opinion and award, shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement (or Negotiated Fire Department Rules 4, 5 or 6) at issue between the UNION and the CITY.
- (g) The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement (or Negotiated Fire Department Rule 4, 5 or 6); to establish or alter any wage rate or wage structure or to consider any term or condition of employment not expressly set forth within a provision of this Agreement (or Negotiated Fire Department Rule 4, 5 or 6).
- (h) In the case of discipline, the arbitrator's authority shall be limited to the written charges against the employee and the discipline given to the employee.
- (i) The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the CITY and the UNION.
- (j) The award, in writing, of the arbitrator on the merits of any grievance adjudicated within their jurisdiction and authority as specified in this Agreement shall be final and binding.

Section 2: Nothing herein shall preclude any employee from discussing their grievance with the immediate supervisor up to and including the department head or their designee for informal adjustment.

Section 3: Failure to process the grievance within the time limits established in the

preceding sections presumes that it has been satisfactorily resolved at the last step to which it has been properly processed.

Section 4: Failure on the part of the CITY's representatives to answer the grievance in the time limits established in the preceding sections presumes that the claim made in the grievance is sustained and that the satisfaction requested shall be provided.

Section 5: The time limits specified in the preceding sections may be extended by the agreement of both parties.

Section 6: The cost of the arbitration shall be borne by the non-prevailing party.

Section 7: The arbitrator shall designate the losing party.

- (a) The cost of arbitration shall include the arbitrator's fees and expenses, and the cost of any hearing room.
- (b) Provided that should one (1) party offer to hold the hearing in a location where there would be no charge, that party, should it be determined to be the non-prevailing party, shall not be required to pay for the cost of a hearing room.
- (c) Expenses in regard to wages or compensation of any witness called before the arbitrator, and any other expenses such as professional services, court reporters, consultants, preparation of briefs and compilation of data, shall be borne by the party preparing such evidence.
- (d) In the event the arbitrator requests a court reporter, this cost shall be borne by the non-prevailing party.

Section 8: If a grievance is filed, the CITY shall permit the Union President or designee to inspect relevant non-privileged documents in the possession of, or under the control of, the CITY.

Section 9: The UNION agrees that it must maintain the confidentiality of the information contained in any document inspected that is not readily available to the public.

Section 10: The UNION further agrees that it shall only use the information learned from a post-grievance inspection in connection with the resolution of the specific grievance triggering the right to inspect and for no other purposes.

ARTICLE 20. PREMIUM PAY:

Section 1: Assignment premium pays cannot be stacked. Should an employee be working in a situation where two (2) premium pays are available, they shall be paid the higher of the two (2) premium pays. This stacking preclusion does not apply to the Spanish bilingual premium pay.

Section 2: Temporary work assignments to an established Classification or position within the bargaining unit of higher grade shall be compensated as follows:

- (a) An employee assigned to work out of Classification shall be paid a premium pay above their base hourly wage for all hours worked at the higher classification. That premium shall be:
 - (1) Firefighter works as Firefighter/Paramedic: Ten percent (10%)
 - (2) Firefighter works as Engineer: Ten percent (10%)
 - (3) Firefighter works as Captain: Twenty percent (20%)
 - (4) Firefighter/Paramedic works as Captain: Ten percent (10%)
 - (5) Engineer works as Captain: Ten percent (10%)
 - (6) Captain works as Battalion Chief: Fifteen percent (15%)
- (b) Employees certified to work as a Cause and Origin Investigator (COI) that are acting as a SFINV are not eligible for out of Classification premium pay.
- (c) Employees in the Classifications of Captain, Engineer, Firefighter, Firefighter/Paramedic, or incumbent MSO that are assigned to and operating a Rescue Unit, shall be paid five percent (5%) above said employee's base wage for hours worked.
 - (1) This premium pay shall only be paid to the two (2) primary operators of the Rescue unit. Employees that are assigned to a Rescue unit in a third-rider capacity are not eligible for this premium pay.
 - (2) This premium pay shall be paid when assigned to a Rescue unit when on a shift exchange.
 - (3) Employees currently assigned (regular or temporary) to a thirty-eight (38) or forty (40) hour schedule are not eligible for this premium pay when on a shift exchange.

(4) This premium pay shall not be paid when assigned to or operating a Rescue Unit at a special event, or otherwise assigned to a non-operational function.

- (d) This section shall not apply to employees who request and are granted the opportunity to train and improve their effectiveness of a higher rated Classification.
- (e) An employee who is temporarily assigned to work a thirty-eight (38) hour Workweek for at least one (1) pay period shall be paid a premium pay of ten percent (10%) above their hourly wage for all hours worked.
- (f) Employees that are placed on a thirty-eight (38) hour Workweek for the accommodation of temporary modified duty for a work-related or non-work-related injury or illness will not be eligible for the ten percent (10%) premium pay.
- (g) Employees that attend a training class shall not be eligible for the ten percent (10%) premium pay.

Section 3: An employee temporarily assigned to an established Classification of lower grade shall be compensated at their regular salary range.

Section 4: To be eligible to work out of Classification, an employee shall meet the minimum requirements, as established in Fire Department policy and the job description.

Section 5: Spanish Bilingual Premium Pay:

- (a) UNION members, who self-nominate themselves for the Spanish bilingual premium pay, and who successfully completes the CITY provided Spanish proficiency exam, shall receive thirty-seven dollars (\$37) per pay period beginning the first (1st) month after they have completed this assessment. The employee must be in a paid status during the pay period to be eligible.
- (b) Once a UNION member has successfully completed the mandatory assessment, they shall not be required to complete another exam unless they voluntarily withdraw and then wish to re-enter this program.
- (c) Should the UNION member demonstrate an unwillingness to utilize their Spanish language skills for the benefit of the Fire Department, the Fire Department may remove the individual from the list of those eligible for the monthly Spanish premium pay.

- Section 6: Hazardous Materials Response Team (HZMT): Employees identified as a member of a Hazardous Materials Response Team (“HZMT”) shall receive a six percent (6.0%) base pay assignment premium for hazardous duty pay while regularly assigned to Fire Station 98.
- Section 7: Lead Paramedic: Employees identified as Lead Paramedics per Article 31 Section 4 shall receive a ten percent (10%) base pay assignment premium for the term of the assignment.
- Section 8: Non-Specialty Team Truck Pay: Employees identified as Truck certified (“TR”) shall receive a one percent (1.0%) base pay assignment premium while regularly assigned to a station with a Truck. This assignment premium does not apply to TR certified employees that are regularly assigned to Fire Stations 82 and 98.
- Section 9: Engineer and Captain Paramedic Certification Pay: Captains or Engineers that have previously held the Classification of FF/PM with the department, and that hold and maintain a valid Paramedic license from the SNHD, and their paramedic license has not been revoked, and the employee has not been demoted from the Classification of FF/PM, and the employee has completed the alternative EMS equipment operator training program approved by the Division Chief – EMS, shall receive a two thousand dollar (\$2,000) annual premium pay. This premium pay shall be split and paid over twenty-six (26) pay periods annually. This premium pay is not PERS compensable earnings.
- Section 10: Paramedic Preceptor: Employees identified as Paramedic Preceptors shall receive a two percent (2%) base pay assignment premium for the term of the assignment and an additional eight percent (8%) premium for hours worked when performing the preceptor duties. When assigned to a Rescue, Section 2(c) would also apply.
- Section 11: Senior Fire Investigators who work outside their normal duties by servicing as a preceptor for COI shall receive a ten percent (10%) premium pay for actual hours worked in that capacity.
- Section 12: Technical Rescue Team (TRT): Employees identified as a member of a Technical Rescue Team (“TRT”) shall receive a six percent (6.0%) base pay assignment premium while regularly assigned to Fire Station 82.
- Section 13: When serving in a HZMT assignment, Lead Paramedic assignment, TR assignment, Paramedic Preceptor assignment, or TRT assignment, the assignment is not considered a Promotional position and therefore, there is not a property right in that position. The CITY retains the ability to transfer any employee working in these assignments to other duties for

the benefit of the Fire Department's operation.

Section 14: Paramedic School Pay:

- (a) Employees that are selected by the Fire Department to attend paramedic school shall receive compensation based on achieving specific education goals.
- (b) The CITY has the sole discretion to determine how many employees may attend paramedic school, and such determination will be made at the at the beginning of the fiscal year. The CITY will base the decision on funding and the number of vacant paramedic positions.
- (c) Any compensation received shall be subject to applicable payroll taxes.
- (d) Upon successful completion of the first semester of school, the employee shall receive three thousand dollars (\$3,000).
- (e) Upon successful completion of the final portion of the didactic and clinical training portion of school, the employee shall receive three thousand dollars (\$3,000).
- (f) Upon successful completion of the paramedic internship, the employee shall receive three thousand dollars (\$3,000).
- (g) An employee must maintain their paramedic certification and their employment with the Fire Department for a minimum of five (5) years, or the employee shall reimburse the cost of the paramedic school pay that they received to the CITY.
- (h) If an employee does not complete paramedic school, fails to maintain their paramedic certification, or leaves the Fire Department for any reason, except for reasons stated in Section 14(i), with less than five (5) years of continuous service, the amount of reimbursement to the CITY shall be prorated as follows:
 - (1) Fails to complete paramedic school or does not successfully complete the paramedic internship: One hundred percent (100%) of the amount received to date.
 - (2) 0-1 year served: One hundred percent (100%) or nine thousand dollars (\$9,000).
 - (3) 1-2 years served: Eighty percent (80%) or seven thousand two hundred dollars (\$7,200).

- (4) 2-3 years served: Sixty percent (60%) or five thousand four hundred dollars (\$5,400).
 - (5) 3-4 years served: Forty percent (40%) or three thousand six hundred dollars (\$3,600).
 - (6) 4-5 years served: Twenty percent (20%) or one thousand eight hundred dollars (\$1,800).
- (i) An employee's obligation to reimburse the CITY in subsection (h) is forgiven:
- (1) In the event of the employee's death; or
 - (2) If the employee provides substantiation of permanent total disability.
- (j) Should it be determined that a reimbursement is due to the CITY, the following repayment guidelines shall apply:
- (1) An employee may elect to repay the total amount through a single payroll deduction, effective the pay period immediately following determination that a reimbursement is due to the CITY, except that the employee cannot elect to pay the entire amount if to do so would bring the employee below minimum wage for the hours worked.
 - (2) An employee may elect to repay the total amount through payroll deductions over one (1) or more pay periods, with the deduction each pay period not to exceed ten percent (10%) of the employee's gross pay.
 - (3) If employment with the CITY ends before employee has reimbursed the CITY all amounts due, all amounts become immediately due and the CITY shall deduct the full remaining balance from the employee's final paycheck, which may include pay out of Annual or Sick leave. The entire amount will not be withheld if to do so would bring the employee below minimum wage for the hours worked.
 - (4) If the final paycheck is not sufficient to cover the amounts due, the CITY shall invoice the employee for any remaining balance to be repaid within thirty (30) days.
 - (5) Prior to receiving Paramedic School Pay, employee must sign an agreement, whereby they agree to all of the above terms in Article 20, Section 14.

ARTICLE 21. DISCIPLINE AND REPRIMAND:

- Section 1: It is agreed that the CITY has a right to discipline or discharge, in accordance with the Employee Development and Performance Program ("EDPP") (Exhibit B).
- Section 2: Discipline matters, as outlined in the EDPP, and discharge are subject to the grievance procedure.
- Section 3: No discipline shall be imposed for the exercise of freedom of speech in UNION affairs upon a member of the UNION.
- Section 4: A copy of any written complaint, reprimand, deficiency report, or similar document, shall be furnished to the UNION, upon request of the employee.
- Section 5: Subject to scheduling an appointment, an employee may review their personnel file during the normal duty hours of the Human Resources Department.
- Section 6: No UNION member shall be compelled to submit to a polygraph examination against their will.
- Section 7: No disciplinary action or other discrimination shall be taken against a UNION member for refusing to submit to a polygraph examination.
- Section 8: Testimony regarding whether an employee refused to submit to a polygraph examination shall be confined to the fact that, "The Henderson Fire Department does not compel its employees to submit to a polygraph examination."

ARTICLE 22. STRIKES:

- Section 1: The UNION agrees that there shall be no strikes.
- Section 2: Despite possible disputes, UNION members shall continue to furnish efficient fire protection to the CITY.

ARTICLE 23. CIVIL SERVICE RULES AND FIRE DEPARTMENT RULES AND REGULATIONS:

- Section 1: It is agreed that this Agreement shall be controlled exclusively by the provisions herein.

- Section 2: It is understood by the CITY and the UNION that the employees covered under this contract are not subject to the CITY's Civil Service Rules.
- Section 3: The rules and regulations of the Fire Department ("Department Rules") in effect upon the effective date of this Agreement shall remain in effect and unchanged with regard to those matters listed in NRS 288.150, subjects of mandatory bargaining.
- Section 4: The UNION executive board shall be given ten (10) calendar days' notice in writing of any proposed modification of the Department Rules and allowed to present its view thereon.
- Section 5: When existing Department Rules are changed or new Rules established, they shall be posted prominently on all Fire Station bulletin boards for a period of five (5) consecutive work days before the effective date.
- Section 6: All Department Rules shall be in writing and provided to each employee.

ARTICLE 24. MANAGEMENT RIGHTS:

- Section 1: The CITY retains the following exclusive management rights under the terms of this Agreement:
- (a) The right to hire, direct, assign or transfer any employee covered by this Agreement, but excluding the right to assign or transfer an employee as a form of discipline;
 - (b) The right to reduce in force or lay off any employee covered by this Agreement because of a lack of work or lack of money.
 - (c) The right to determine appropriate staffing levels and work performance standards, except for safety considerations
 - (d) The right to determine the content of the workday including, without limitation, workload factors, except for safety considerations.
 - (e) The right to determine the quality and quantity of service to be offered to the public;
 - (f) The right to determine the means and methods of offering those services.
 - (g) The right to determine the safety of the public per NRS 288.150(d).

- Section 2: Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS 288, the CITY retains the right to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder.
- Section 3: Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency..
- Section 4: The CITY maintains the ultimate right and responsibility to manage its operations in the most efficient manner, consistent with the best interests of all its citizens, taxpayers and employees.
- Section 5: The CITY maintains all other rights not otherwise limited by the other provisions of this Agreement.

ARTICLE 25. PREVAILING RIGHTS:

- Section 1: All rights, privileges, and working conditions enjoyed by the UNION members at the present time which fall within the scope of mandatory bargaining as defined in NRS 288.150(2), shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement unless changed by mutual consent.
- Section 2: The CITY retains the right to unilaterally implement any policy that pertains to those subject matters which are reserved to the local government employer in NRS 288.150(3) or deemed to be not negotiable as set forth in NRS 288.150 and (4).

ARTICLE 26. NON-DISCRIMINATION AND ANTI-HARASSMENT:

- Section 1: The CITY and the UNION agree there shall be no discrimination or harassment against any employee based on race, color, religion, sex, pregnancy, age, national origin or ancestry, disability, veteran status, sexual orientation, gender identity or expression, status as HIV positive, genetic information, political or personal reasons or affiliations per the NRS 288.270(f), or any other consideration protected by federal, state or local laws.
- Section 2: The CITY and the UNION further recognize the requirement that the CITY, a political subdivision of the State of Nevada, adopt an affirmative action program which will include goals, objectives and timetables for the recruitment, employment, training, upgrading, and all other related

functions regarding minority employees and female employees. The UNION will assist in the achievement of those goals and objectives of that program within this bargaining unit.

Section 3: It is further agreed that the CITY and the UNION will comply with all applicable federal and state laws, executive orders, and CITY policies pertaining to non-discrimination, anti-harassment and equal employment opportunities.

Section 4: It is agreed between the CITY and the UNION that employees violating this Article will be subject to disciplinary action up to and including termination of employment.

ARTICLE 27. BULLETIN BOARDS:

Section 1: The CITY shall provide space for UNION bulletin boards to be located in the respective Fire Department buildings and to be used by the UNION for the posting of notices of a responsible and reasonable nature concerning UNION business and UNION activities. The location and size to be mutually agreed upon by the CITY and the UNION.

Section 2: The CITY shall provide to the UNION the use of the CITY copy machine for UNION business as it relates to CITY business only.

Section 3: The CITY shall allow access by the UNION to CITY E-Mail for the posting of UNION Business. Further, UNION members shall be allowed access to the UNION Web Site from CITY computer workstations.

ARTICLE 28. SENIORITY AND REDUCTIONS IN FORCE:

Section 1: The CITY and the UNION agree that a seniority list showing date of hire in the Fire Department ("Department Seniority") and date of last promotion ("In-Grade Seniority") shall be established and made current annually on or before September 1. This list shall be posted on Fire Department bulletin boards. If within thirty (30) calendar days of posting there are no protests by employees to seniority as shown, the seniority list shall stand as conclusive evidence of each person's seniority until the establishment of the new seniority list the following year. This list shall be utilized for seniority- based scheduling of vacations and reduction in force.

Section 2: There shall be no seniority credit for promotional exams.

Section 3: Department Seniority is defined as full time continuous service with the Fire Department that is not broken by dismissal or resignation. Departmental Seniority shall be determined by the following order:

- (a) date of full-time employment;
- (b) entrance examination grade;
- (c) date of original application;
- (d) in the event factor (a) is not conclusive, factor (b) shall govern. If factor (b) is not conclusive, factor (c) shall govern.

Section 4: In-grade Seniority for positions normally filled by promotional examinations shall be determined by:

- (a) date of eligibility list;
- (b) date of promotion;
- (c) promotional examination grade;
- (d) departmental Seniority;
- (e) in the event factor (a) is not conclusive, factor (b) shall govern. If factor (b) is not conclusive, factor (c) shall govern. If factor (c) is not conclusive, factor (d) shall govern.

Section 5: Reductions in Force: The Classification of Paramedic Ambulance Operators shall be the first positions eliminated in a reduction in force. The CITY shall then, if further reduction is needed, determine which positions shall be eliminated. Thereafter, reductions in force in the Fire Department shall be as follows:

- (a) The CITY shall exercise its discretion in respect to the lay-off of employees who have not completed the initial probationary period.
- (b) The CITY shall not exercise its discretion in an arbitrary or discriminatory manner prohibited by federal or Nevada law.
- (c) Employees who have completed the initial probationary period shall be reduced in force based on Departmental Seniority.
- (d) Thereafter employees may bump into any lower Classification previously held based on In-Grade Seniority.
- (e) Employees shall be rehired based on Department Seniority provided the employees have completed the initial probationary period, and provided further the rehire occurs within one (1) year from the date

of layoff.

- (f) At the discretion of the CITY, an employee's rehire shall be subject to medical certification of fitness.

ARTICLE 29. PROMOTION:

Section 1: Insofar as practicable and consistent with the best interest of the CITY, all vacancies in the bargaining unit shall be filled by promoting employees within the Bargaining Unit.

Section 2: For purposes of Promotion, a Firefighter who obtains a paramedic license and receives a Certification Upgrade into a Firefighter/Paramedic position is not considered a Promotion.

Section 3: Selections shall be made from appropriate eligibility lists established in accordance with the provisions of this Article.

- (a) Prior to submitting an application for Promotion, employees must have attained the minimum requirements for the Classification as listed on the job announcement and/or job description.
- (b) The CITY understands and accepts that should it change its present minimum requirements, there may be impacts to the bargaining unit that would require bargaining should such Negotiations be requested.

Section 4: Appointments and Promotions shall be determined by competitive examination, as follows:

- (a) All eligible applicants desiring to take an examination shall file for the examination no later than the date and time listed on the announcement. Filing shall be accomplished by completing and signing the proper documents required by the Human Resources Department.
- (b) Examination(s) may consist of written, oral, performance, evaluation of training and experience, evaluation of weighted supplemental application form, assessment center and any other examination that is a valid selection instrument, at the discretion of the CITY. Minimum ratings for all parts of the examination shall be established and posted with the job announcement.
- (c) The Human Resources Director or designee shall prepare and

conduct the examinations, which shall contain questions designed to test for job-related qualifications. Such examinations shall be formulated on a general competitive basis and shall not be used to facilitate the hiring of any particular individual.

- (d) In all examinations, a minimum eligibility rating shall be established by the Human Resources Director or designee. Minimum ratings shall also be established for each part of the examination. Candidates shall attain at least a minimum rating on each part of the examination in order to receive a passing grade or to be rated on the remaining parts of the examination.
- (e) The final rating shall be determined by averaging the earned rating on each part of the examination in accordance with the weights established for each part prior to the date of examination.
- (f) At the conclusion of any examination, an eligibility list consisting of the names of persons successfully passing the examination, arranged in order of final ratings received, from the highest passing score to the lowest, shall be prepared and kept available in accordance with the CITY's records retention schedule.

Section 5: Appointments and Promotions to Engineer and Captain shall be determined by competitive examination, in accordance with the provisions outlined in Section 4, along with the following additional requirements:

- (a) Promotional examinations shall have an announcement posted and emailed to all employees in the Fire Department and the UNION at least thirty (30) days prior to the date of the first examination in the procedure. A list of reference materials shall be included in the examination notice. The Apparatus to be used for the Engineer's practical examination (if applicable) shall be listed on the job announcement.
- (b) Whenever assessment centers are held, a minimum of twelve (12) candidates shall be allowed to participate in the assessment center, as determined by written examination from the highest score down. The CITY may allow more than twelve (12) candidates to participate in the assessment center.
- (c) The UNION shall be allowed to have a minimum of one (1) representative for each section of the examination. The CITY shall allow the UNION to select two (2) Captains to participate in the oral review board for Captain and Engineer examinations.
- (d) The entire eligibility list shall be certified and appointments made

directly down the list starting with the candidate having the highest overall score.

- (1) Whenever identical ratings are received, names will be arranged in order of the Fire Department seniority list.
 - (2) Eligibility lists shall remain in effect for two (2) years from the date of certification.
 - (3) When a permanent, existing vacancy is created requiring Promotion, appointments shall be made from the current eligibility list in effect when the vacancy occurs.
 - (4) If Promotions are to be made due to an increase in the compliment of Apparatus or personnel, they shall be made during the pay period that the Apparatus or personnel are placed in service.
 - (5) In the event that an injured employee is selected for Promotion, the Promotion shall not be effective until the employee is released to work on full duty status.
- (e) Prior to expiration of an eligibility list for the Classifications of Engineer or Captain, a job announcement shall be posted not less than forty-five (45) days prior to the expiration of the current list for the purpose of establishing a new eligibility list. Eligibility lists for all other Classifications shall be established as needed.
- (f) The review and challenge procedure for written examinations for Engineer and Captain Promotional recruitments shall be as follows:
- (1) After the completion of the written examination, all candidates wishing to review their own exams shall contact the Human Resources Director or designee to make an appointment.
 - (2) The Human Resources Department shall make the appointment available to occur within ten (10) calendar days of the release of the preliminary written scores.
 - (3) The following guidelines apply to the review of written examinations:
 - i. Only candidates may review their own examinations.
 - ii. Outside parties shall not be permitted to review any

candidate's examination.

- iii. Candidates may only review those questions they missed on the written examination.
- iv. Challenges shall be in writing to the Director of Human Resources, or designee, and shall be submitted during the scheduled appointment that the candidate attends.
- v. Challenges shall include the basis for the challenge, resources used in the challenge, and any additional information pertinent to the question from the sources listed on the job announcement.
- vi. The employee may not copy any portion of the test or leave the Human Resources Department with the written examination.
- vii. All types of recording devices, including but not limited to, cell phones, tablets and computers are not permitted when reviewing the written examination.

(4) A challenge board shall be constituted to review the challenges.

- i. This board shall consist of the Human Resources Director or designee and two (2) additional individuals knowledgeable in the subject, one (1) to be appointed by the CITY and one (1) to be appointed by the UNION.
- ii. The challenge board shall review only those challenges submitted in a timely fashion consistent with these guidelines, and the board shall have by majority vote the power to either grant or deny a challenge.
- iii. When a challenge is granted by the board for a specific answer, all examinees giving that answer shall be credited with having answered the question correctly, or the question may be removed from the examination.
- iv. After the completion of the challenge board, all scores shall be recomputed, based on challenges granted, and the candidates affected shall be notified of the decision.

v. All decisions of the challenge board shall be final and binding on all parties.

vi. It is understood that this is not subject to the grievance procedures in this Agreement.

(5) All applicants participating in an in-house promotional selection process shall be notified in writing of their results. All candidates completing the entire process shall be notified of their final earned rating and relative position on the eligibility list. Any error in grading or rating shall be corrected, and the Director of Human Resources shall recommend to the City Manager such just disposition as is proper, notwithstanding other portions of this article.

Section 6: Appointments and Promotions to Sr. Fire Investigator shall be determined by competitive examination, in accordance with the provisions outlined in Section 4, along with the following additional requirements:

- (a) Promotional examinations shall have an announcement emailed to all employees in the Fire Department and the UNION at least fourteen (14) days prior to the date of the first examination in the procedure.
- (b) The entire eligibility list shall be certified and appointments made by the Fire Chief or designee from candidates on the list.
 - i. Whenever identical ratings are received, names will be arranged in order of the Fire Department seniority list. If one of the identical ratings belongs to a candidate that is not on the Fire Department seniority list, names will be arranged first by Fire Department seniority and then by CITY seniority.
 - ii. The eligibility list shall remain in effect for two (2) years from the date of certification.

Section 7: Appointments and Promotions to Fire Equipment Technician II and III shall be determined by competitive examination, in accordance with the provisions outlined in Section 4, along with the following additional requirements:

- (a) Promotional examinations shall have an announcement emailed to all employees in the Fire Department and the UNION at least fourteen (14) days prior to the date of the first examination in the procedure.
- (b) The entire eligibility list shall be certified and appointments made by the Fire Chief or designee from candidates on the list.

- i. Whenever identical ratings are received, names will be arranged in order of the Fire Department seniority list. If one of the identical ratings belongs to a candidate that is not a member covered by this agreement, names will be arranged first by Fire Department seniority and then by CITY seniority.
- ii. The eligibility list shall remain in effect for twelve (12) months from the date of certification.

Section 8: Any candidate whose name is removed from an internal eligibility list for any reason shall be notified by a notice via email, or mailed by registered or certified mail with a return receipt requested to their last known address. The name of any candidate appearing on an internal eligibility list shall be removed for:

- (a) Failure to respond to notice to report for an employment interview within forty-eight (48) hours from the date of notice (exclusive of Friday, Saturday, Sunday, and Holidays).
- (b) It has been determined that there are sufficient grounds to disqualify the candidate.
- (c) The candidate fails to appear for a scheduled interview, physical examination, or any other appointment which has been confirmed with the candidate, without giving acceptable prior notice to the Director of Human Resources or their designee of their inability to appear.
- (d) The decision of the Human Resources Director or their designee is final and binding and not subject to the grievance procedures in this Agreement.
- (e) The outcome of a background investigation is not acceptable for the position under consideration.
- (f) The candidate resigns or is Terminated from CITY employment.
- (g) When a person selected for appointment declines the appointment, unless they request in writing that the Human Resources Director leave their name on the eligibility list for consideration at a future time and the Human Resources Director or designee approves the request.

Section 9: Employees that are Promoted shall be placed in their new Salary Range at least five percent (5%) above their current step in the Salary Range.

ARTICLE 30. QUALIFYING PERIOD:

Section 1: An employee who has completed their initial probationary period entering into a new classification within this agreement shall serve a Qualifying Period as follows:

(a) An employee going from:

- 1) A fire suppression classification to a fire suppression classification shall serve a Qualifying Period of not less than 6 (six) months.

Example: Firefighter to a Fire Engineer

- 2) A non-fire suppression classification to a fire suppression classification shall serve a Qualifying Period of not less than twelve (12) months.

Example: Paramedic Ambulance Operator to a Firefighter/Paramedic

- 3) A fire suppression classification to a non-fire suppression classification shall serve a Qualifying Period of not less than six (6) months.

Example: Firefighter/Paramedic to a Paramedic Ambulance Operator

- 4) Any classification to a Sr. Fire Investigator classification shall serve a Qualifying Period of not less than twelve (12) months.

- 5) Any classification to a Fire Equipment Technician (I, II or III) classification shall serve a Qualifying Period of not less than six (6) months.

(b) The Qualifying Period may be extended an additional three (3) months by the CITY. The UNION shall be notified in writing of such extensions.

(c) Employees serving in qualifying status who are absent from work in excess of one continuous work week may have their Qualifying Period extended for a like amount of time. Extensions under this subsection are dependent on the length of absence and may exceed three (3) months. The UNION shall be notified in writing of such extensions.

(d) For the six (6) months immediately prior to the Promotion, fifty percent (50%) of any full twenty-four (24) hour Shifts spent in an Acting position shall be counted toward the Qualifying Period, subject to approval of the Fire Chief. Any disapproval shall be documented with reasons given, and furnished to the employee.

(e) A Firefighter who obtains a paramedic license and receives a Certification

Upgrade into a Firefighter/Paramedic position is not subject to a Qualifying Period.

ARTICLE 31. SPECIAL DUTY ASSIGNMENTS:

Section 1: EMS Training Assignment:

- (a) One (1) employee from the Classifications of Firefighter/Paramedic, Engineer or Captain, that are a licensed Paramedic and possess certification as an EMS Instructor I shall be assigned to the EMS Division to serve in an EMS Training Assignment.
- (b) A total of three (3) additional employees from the Classifications of Firefighter/Paramedic, Engineer, or Captain, that are a licensed Paramedic and possess certification as an EMS Instructor I, shall be assigned to the EMS Division to serve in an EMS Training Assignment.
- (c) This assignment shall occur after the attritions of three (3) incumbent MSOs are assigned as Captains to support a second OSO position on a fifty-six (56) hour Workweek and after the attritions of the fourth, fifth, and sixth incumbent MSOs have occurred.
- (d) The EMS Training assignment shall be assigned to a thirty-eight (38) hour Workweek.
- (e) Filling this assignment shall be on a voluntary basis, with the Division Chief responsible for the EMS Division making the selection.
- (f) Should no employees volunteer to fill the vacant special duty assignment in the EMS Division, the assignment shall be filled on a seniority basis, starting with the Shift Preceptor having the least In-Grade Seniority.
- (g) An employee temporarily assigned to the EMS Division shall serve a minimum of twelve (12) months in this assignment. The length of this commitment may be reduced or extended by mutual agreement of the employee and the Division Chief.
- (h) Once a Paramedic Preceptor has served a twelve (12) month period in the EMS Training Assignment, they shall not be obligated to serve another twelve (12) month rotation in the EMS Division until all other

Paramedic Preceptors have served their twelve (12) month obligation.

Section 2: Fire Training Engineer:

- (a) One (1) Engineer shall be assigned to the Training Division to serve as a Fire Training Engineer.
- (b) The Fire Training Engineer Assignment shall be assigned to a thirty-eight (38) hour Workweek.
- (c) Filling this assignment shall be on a voluntary basis, with the Division Chief responsible for the Training Division making the selection.
- (d) Should no current Engineer volunteer to fill a vacant Fire Training Engineer assignment in the Training Division, the assignment shall be filled on a seniority basis, starting with the Engineer with one (1) year of service beyond their Qualifying Period and having the least In-Grade Seniority.
- (e) An Engineer assigned to the Training Division shall serve a minimum of twelve (12) months in this assignment. The length of commitment may be reduced or extended by mutual agreement of the Engineer and the Division Chief.
- (f) Once an Engineer has served a twelve (12) month period in the Training Division, they shall not be obligated to serve another twelve (12) month rotation in the Training Division until all other Engineers have served their twelve (12) month training obligation.

Section 3: Fire Training Captain:

- (a) Five (5) Captains shall be assigned to the Training Division to serve as Fire Training Captains.
- (b) These assignments shall be assigned to a thirty-eight (38) hour Workweek.
- (c) Filling the Fire Training Captain assignments shall be on a voluntary basis, with the Division Chief responsible for the Training Division making the selection.
- (d) Should no current Captains volunteer to fill a vacant Fire Training Officer assignment(s) in the Training Division, the assignment(s) shall be filled on a seniority basis, starting with the Captain with one (1) year of service beyond their Qualifying Period and having the least

In-Grade Seniority. This shall not automatically apply to Captains currently assigned as a member of the HZMT or TRT teams.

- (e) A Captain assigned to the Training Division shall serve a minimum of twelve (12) months in this assignment. The length of commitment may be reduced or extended by mutual agreement of the Captain and the Division Chief.
- (f) Once a Captain has served a twelve (12) month period in the Training Division, they shall not be obligated to another twelve (12) month rotation in the Training Division, until all other Captains have served their twelve (12) month training obligation.

Section 4: Lead Paramedic:

- (a) Up to six (6) Firefighter/Paramedics, two (2) per Shift, may be assigned as Lead Paramedic assigned to a fifty-six (56) hour Workweek.
- (b) Lead Paramedics must be Paramedic Preceptors.
- (c) Assignment to Lead Paramedic positions shall be completed in accordance with the process that is designated in the "Paramedic Preceptor Program" document.
- (d) Lead Paramedics are expected to work a minimum of twenty-four (24) hours of Overtime annually, for the specific purpose of EMS support. These hours will be paid at the regular Overtime rate of time and one-half (1.5X).

Section 5: Operation Support Officer ("OSO"):

- (a) Three (3) Captains shall be assigned to serve as OSO on a fifty-six (56) hour Workweek.
- (b) Three (3) additional Captains shall be assigned to serve as OSO on a fifty-six (56) hour Workweek after the attritions of the first three (3) incumbent MSOs.
- (c) Filling OSO assignments shall be made by the Fire Chief or designee.
- (d) Captains must have completed one (1) year of service beyond their Qualifying Period to be considered for assignment as OSO.

Section 6: Paramedic Preceptor:

- (a) The maximum number of Paramedic Preceptors assigned to Rescue units that the Fire Department maintains shall be based upon a formula of the total number of In-Service Rescue units multiplied by three (3) times.

Example: Ten (10) In-Service Rescue units X three (3) = Thirty (30) total Paramedic Preceptors assigned to Rescue units.

- (b) The maximum number of Paramedic Preceptors assigned to Medic Units that the Fire Department maintains shall be based upon a formula of the total number of In-Service Medic Units multiplied by two (2) times.

Example: Three (3) In-Service Medic Units X two (2) = Six (6) total Paramedic Preceptors assigned to Medic Units.

- (c) Assignment to Paramedic Preceptor positions shall be completed in accordance with the process that is designated in the "Paramedic Preceptor Program" document.

Section 7: LifeLine Coordinator:

- (a) One (1) employee from one (1) of the Classifications of PAO, Firefighter, Firefighter/Paramedic, Engineer, Captain, or incumbent MSO, shall be assigned to the Support branch of the Fire Department to serve as the LifeLine Coordinator.
- (b) This assignment shall be assigned to a thirty-eight (38) hour Workweek.
- (c) Filling this assignment shall be on a voluntary basis, with the Fire Chief making the selection.
- (d) An employee assigned as the LifeLine Coordinator shall serve a minimum of twenty-four (24) months in this assignment. The length of commitment may be reduced or extended by mutual agreement of the employee and the Fire Chief.
- (e) If the employee selected as the LifeLine Coordinator is from the Classifications of Engineer or Captain, a Promotion shall be made to fill the vacant Classification.
- (f) When the employee selected as the LifeLine Coordinator returns to the Operations branch of the Fire Department, the additional promoted Classification shall be absorbed through attrition.

ARTICLE 32. HIRING PROCEDURES:

Section 1: It is agreed that initial hiring procedures are not within the scope of mandatory bargaining and are reserved to the CITY without Negotiation.

Section 2: All persons initially hired into a full-time position shall serve a probationary period of not less than twelve (12) months.

- (a) The probationary period may be extended an additional three (3) months by the CITY.
- (b) Employees serving in a probationary status who are absent from work in excess of one (1) continuous work week may have their Probationary Period extended for a like amount of time. Extensions under this subsection are dependent on the length of absence and may exceed three (3) months.

Section 3: An employee currently serving an initial probationary period entering into a new classification within this agreement shall serve a new probationary period of not less than twelve (12) months.

- (a) The probationary period may be extended an additional three (3) months by the CITY.
- (b) Employees serving in a probationary status who are absent from work in excess of one (1) continuous work week may have their Probationary Period extended for a like amount of time. Extensions under this subsection are dependent on the length of absence and may exceed three (3) months.
- (c) Certification Upgrades shall not change an employee's probationary period.

Section 4: In the interest of promoting effective operations, enhancing sense of community and the increased economic benefit of living in the community that is served, any employee hired after July 1, 2014, must reside within one hundred (100) miles of Clark County, Nevada within one (1) year of the date of hire. The Fire Chief may grant an exception to this requirement on a case-by-case basis in situations where the employee lives up to three hundred fifty (350) miles from Clark County, Nevada.

ARTICLE 33. DEFINITIONS:

This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the State of Nevada, and all terms used herein

which are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

<u>Act/Acting/Actor:</u>	A temporary assignment to a higher Classification or rank.
<u>Annual Leave:</u>	Paid time off from work that fire department employees accrue while working that can be used to take time off work for any reason. Also includes the term vacation leave.
<u>Apparatus:</u>	Any fire department vehicle having a shop number. Also includes the term Unit.
<u>Appointing Authority:</u>	Persons having power by law or by lawfully delegated authority to make appointment to positions, terminate an employee, and other matters relating to their employment.
<u>Arbitrator:</u>	An impartial third party chosen in accordance with the provisions of this Agreement.
<u>Base Salary:</u>	Remuneration received by the employee in accordance with the rates specified on the Salary Schedule established by this Agreement.
<u>Battalion Chief:</u>	A fire department Officer in command of a battalion/Shift.
<u>Bereavement Leave:</u>	Leave granted to an employee to attend the funeral for a member of the employee's immediate family as defined herein.
<u>Bonding Leave:</u>	Leave granted to employees for the purpose of caring for their newly-born or newly-adopted children. It may be referred to as paternity leave for male employees and maternity leave for female employees.
<u>Captain:</u>	A fire department Officer in command of a Station and Company.
<u>Cause and Origin Investigator:</u>	A fire department employee who has completed the cause and origin training and internship and meets all requirements for the Certified Fire and Explosives Investigator as defined by the National Association of Fire Investigators.
<u>Certification Upgrade:</u>	The movement of an employee to a higher-level Classification as a result of obtaining a required certification

that qualifies them to perform additional duties.

<u>Chain of Command:</u>	The transmission of orders and communications through the intermediate Officers in ascending or descending order of rank, e.g., Operations branch: #1 Fire Chief; #2 Deputy Chief; #3 Battalion Chief; #4 Captain.
<u>Chief of Department:</u>	The administrative head of the fire department. Includes the term Fire Chief.
<u>City Manager:</u>	The person designated as the chief executive officer having final authority by law in all matters relating to employment in the City of Henderson, except as provided for herein.
<u>Classification:</u>	A group of positions which have essentially similar duties and responsibilities, are allocated to the same Salary Range by this Agreement, and are designated by the same general title. The term also includes Classified.
<u>Classification Specifications:</u>	A written description of the work required of positions in the Classification that includes the Classification title, definition, authority, examples of duties and responsibilities, and minimum or desirable qualifications. Classification Specifications are descriptive, and explanatory of the general work required in positions in that Classification and are not necessarily inclusive of all duties to be performed in a particular position.
<u>Company:</u>	A group of employees under the command of a Captain assigned to one (1) or more pieces of fire department Apparatus.
<u>Demotion:</u>	Movement of an employee from one Classification to a different Classification that is of a lower Salary Grade than the original Classification.
<u>Deputy Chief:</u>	A fire department Officer in command of a major functional branch of the fire department: (e.g., Operations branch, Special Operations branch and Support branch activities and staff).
<u>Division Chief:</u>	A fire department Officer in command of a division of the fire Department: (e.g., EMS division, logistics division, and training division activities and staff).

<u>Emergency Annual Leave:</u>	Leave that may be granted after a request for immediate annual leave that, by the nature of the condition prompting the request, could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy.
<u>Engine:</u>	A fire department vehicle with the primary purposes of transporting Firefighters, equipment and water to an incident, as well as being equipped with a water pump to generate sufficient water pressure for firefighting operations. Also known as a Pumper.
<u>Engineer:</u>	A fire department employee that is assigned to drive and operate an Engine, Truck or other Fire Department vehicle that requires the driver to have an "F" endorsement or the equivalent from the Nevada Department of Motor Vehicles.
<u>Fire Administration:</u>	The office of the Fire Chief and the administrative center of the fire department.
<u>Fire Equipment Technician:</u>	A fire department employee that is assigned to the logistics division and is responsible for maintaining adequate supplies of equipment and materials in the fire warehouse, inspecting and repairing personal protective equipment, inspecting and repairing self-contained breathing apparatus, and inspecting and repairing all fire department small engines and off-road vehicles.
<u>Firefighter:</u>	A fire department employee that is assigned to an Engine, Rescue or Truck and is trained and equipped to respond to emergencies involving emergency medical care, fire suppression, hazardous materials, and technical rescue.
<u>Firefighter/Paramedic:</u>	A Firefighter that is licensed by the Southern Nevada Health District to provide advance life support.
<u>Gender Definition:</u>	In accordance with NRS 0.030, and except as otherwise expressly provided in a particular statute or required by this context: (a) the masculine gender includes the feminine and neuter genders; (b) the singular number includes the plural number,

and the plural includes the singular; the present tense includes the future tense

- (c) the use of a masculine noun in conferring a benefit or imposing a duty does not exclude the female person from that benefit or duty. The use of a feminine noun or pronoun in conferring a benefit or imposing a duty does not exclude a male person from that benefit or duty.

Grade: A term used to designate a Salary Range to which one or more classifications may be allocated.

Hazmat Team: A team composed of Firefighters, Firefighter/Paramedics, Engineers, and Captains that has additional training and equipment to respond to emergencies involving hazardous materials events.

Holiday: A day set aside for the special observance of a memorable event or occasion.

Immediate Family: An employee's spouse, child, father, mother, brother, sister, step or foster child, grandchild, grandparent, father/mother-in-law, sister/brother-in-law, son/daughter-in-law, spouse's grandparents or any other person permanently living in the household.

In-Service Unit: Units that operate twenty-four (24) hours, three hundred sixty-five (365) days a year as identified in Article 10.

Job-Related Disability: Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 616 and 617.

Ladder Truck: A fire department vehicle with the primary purposes of transporting firefighters, equipment, and ladders to an incident, as well as being equipped with a mechanical, extendable ladder for reaching elevated heights and conducting firefighting operations.

Medical Services Officer: A fire department employee that is assigned to the EMS division and is responsible for developing and implementing comprehensive emergency medical services programs, training, and quality improvement activities.

<u>Medic Unit:</u>	A fire department vehicle that is staffed with Paramedic Ambulance Operators. Medic Units have the primary purposes of providing emergency medical care and transporting sick or injured people to a receiving facility.
<u>Negotiations:</u>	The process of collective bargaining between the CITY and the UNION that determines the Agreement between the CITY and the UNION. Also includes the term Negotiated.
<u>Normal Workday:</u>	The hours normally required for an employee to work any one (1) day or one (1) Shift pursuant to the terms of this Agreement.
<u>Normal Workweek:</u>	An employee's Normal Workweek will be designated depending upon work site and Classification assignment.
<u>Officer:</u>	A fire department employee with supervisory responsibilities. Officers of the fire department in the order of rank: Fire Chief, Deputy Chief, Division Chief, Battalion Chief, and Captain.
<u>Operations Branch:</u>	A functional branch of the fire department that has the primary purpose of responding to calls for service.
<u>Overtime:</u>	Time that an employee works in addition to the employee's normal work schedule.
<u>PAO:</u>	A fire department employee that is licensed by the Southern Nevada Health District to provide advance life support. Paramedics are assigned to Medic Units.
<u>Paramedic Preceptor:</u>	A fire department employee that is licensed by the Southern Nevada Health District to provide advance life support and who also possesses an EMS Instructor I certification allowing them to conduct Paramedic internships.
<u>Public Education Specialist:</u>	A fire department employee that is responsible for providing education to the public on concepts related to fire hazards and safety precautions, emergency medical services, and other risk reduction activities.
<u>Probationary Employee:</u>	An employee who has not completed the initial

probationary period of employment and whose regular appointment has not been confirmed. Probationary employees may not appeal separation from CITY employment for performance or disciplinary reasons through the grievance procedure of this Agreement.

Promotion:

The advancement of an employee with regular status from a position in one Classification to a position in a higher Classification, when such change is other than a result of a Certification Upgrade of the employee or reallocation of the position. Such advancement carries more responsibility and an increased Salary.

Qualifying Period:

A regular employee appointed, transferred, or promoted to a non-temporary Classified position in the City of Henderson shall be required to serve a Qualifying Period of not less than six (6) months or more than nine (9) months prior to confirmation of the appointment.

Quarters:

Any Fire Station or place wherein fire department employees are permanently assigned or employed. Also includes the terms Fire Station or Station.

Reassignment:

The movement of an employee or a position from one work unit to another within the organization with no change of Classification. Also includes the term Reassigned.

Regular Employee:

An employee who has successfully completed their initial probationary period or Qualifying Period and whose appointment has been confirmed in a permanent position.

Rescue:

A fire department vehicle that is staffed with Firefighters and Firefighter/Paramedics. Rescues have the primary purposes of providing emergency medical care and transporting sick or injured people to a receiving facility.

Salary Range:

The minimum and maximum base Salary that may be paid to an employee working in a Classification in accordance with the Salary Grade to which the Classification is allocated. Also includes the term Salary.

Salary Schedule:

The step, Grade, and range structure for allocation of Classifications as established by this contract.

Salary Step:

An increment within a Salary Grade which designates

a specific pay rate.

Senior Fire Investigator:

A Fire Department employee that is responsible for performing fire investigations, including cause and origin determination, arson investigations, evidence processing and collection, criminal investigations, arrests, fire and life safety inspections, and adherence to applicable fire and building codes and standards enforcement.

Service Date:

The date which reflects the length of continuous active employment with the City of Henderson. For purposes of determining seniority, or other matters associated with length of active employment, the Service Date shall be adjusted to accommodate any period of leave without pay in excess of thirty (30) calendar days. Prior service periods of employment will not be used in the calculation of Service Date.

Shift:

The hours which an employee is normally scheduled to work on any Normal Workday. Shift may also refer to all firefighting employees on-duty during a forty-eight (48) hour period commencing at 08:00. Also includes the term Platoon.

Shift Exchange:

Substitutions between fire department employees of the same Classification, where an employee agrees to work for another employee on their regularly scheduled work Shift.

Sick Leave:

Paid time off from work that fire department employees accrue while working that can be used to address health needs. Sick Leave can only be utilized for approved reasons.

Step Increase:

A Salary Increase between steps of a given Salary range marking steady progress from the minimum of the Grade to the maximum.

Support Branch:

A functional branch of the fire department that has the primary purpose of providing support services. (e.g., administrative services, fire/medical training, logistical management, quality improvement, etc.)

Suspension:

A Temporary removal from work status, with or without pay, resulting from disciplinary action.

<u>Technical Rescue Team:</u>	A team composed of Firefighters, Firefighter/Paramedics, Engineers, and Captains that has additional training and equipment to respond to emergencies involving technical rescue events.
<u>Temporary:</u>	In relation to this Agreement, the definition of Temporary means an assignment or status that is limited in duration, with a defined end point or condition that triggers the end of the assignment or status.
<u>Termination:</u>	The separation of an employee from employment with the City of Henderson.
<u>Telestaff:</u>	Computer based staffing program used to manage staffing, fill vacancies, and track Overtime, Sick Leave, and Shift Exchanges.
<u>Weapon:</u>	Nevada Revised Statutes definition of Weapon is any item built to cause harm or that could be used with intent to cause harm.
<u>Within-Grade Increase:</u>	A Salary increase from one step within a Salary Grade to a higher step within the Salary Grade awarded on the basis of merit.

ARTICLE 34. SAVINGS CLAUSE:

Section 1: This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership, or management, of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto, insofar as it is possible for the CITY and the UNION to bind their successors.

ARTICLE 35. EFFECTIVE DATE:

Section 1: This Agreement shall be effective July 1, 2026, and shall supersede and replace the Labor Agreement between the City of Henderson and International Association of Firefighters Local 1883, July 1, 2024, through June 30, 2026. This agreement shall remain in full force and effect up to and including June 30, , and during the period of any statutory impasse procedures.

Section 2: In the event either party desires to open negotiations concerning the terms of a successor agreement, written notice of such desire shall be given on or before February 1, 2026.

Section 3: In the event the parties cannot negotiate a new Agreement, it is agreed that the parties shall comply with statutory impasse procedures.

Section 4: Each party reserves its rights as established by Chapter 288 of the Nevada Revised Statutes, as amended.

ARTICLE 36. AGREEMENT SEVERABLE:

Section 1: This Agreement is declared to be severable and if any paragraph, phrase, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement, and those parts not declared void shall be binding upon the parties.

Section 2: The parties agree that, if and when any provision of this Agreement is held or determined to be illegal or void, they shall then promptly enter into lawful Negotiations concerning the substance thereof.

Section 3: This Agreement is the entire Agreement of the parties; and prior agreements shall be considered terminated.

Section 4: Execution of this Agreement by the UNION does not waive any rights explicitly set forth in NRS 288.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

Date of Council Action: **July 21, 2026**

**CITY OF HENDERSON
CLARK COUNTY, NEVADA**

DocuSigned by:

Angela Summers FOR

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STEPHANIE GARCIA-VAUSE,
ICMA-CM, FAICP
City Manager/CEO

07/28/2026 | 11:45 AM PDT

Date

ATTEST:

DocuSigned by:

Jose Luis Valdez

D8624203149447F...

JOSE LUIS VALDEZ, CMC
City Clerk

APPROVED AS TO FUNDING:

DocuSigned by:

Maria Gamboa

E9FAA0693CAC42A...

MARIA GAMBOA
Director of Finance

APPROVED AS TO CONTENT:

DocuSigned by:

Javier Mendez

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JAVIER MENDEZ
Director of Human Resources

APPROVED AS TO FORM:

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Initial

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CAO
Review

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1883

DocuSigned by:

Zachary Davis

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Name: Zachary Davis
Title: President

Date

07/15/2026 | 3:44 PM PDT

EXHIBIT A.1 – FIRE CONTRACT WAGE SCHEDULE (FY2027)

Effective 6/22/2026
Includes 3.00% COLA

		Step Breakdown									
Title	Std Hrs/Wk	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Fire Captain	56	\$33.37	\$35.05	\$36.81	\$38.66	\$40.60	\$42.63	\$44.76	\$47.00		
Fire Captain	38	\$49.19	\$51.65	\$54.24	\$56.96	\$59.81	\$62.81	\$65.95	\$69.25		
Fire Engineer	56	\$29.04	\$30.50	\$32.02	\$33.63	\$35.32	\$37.09	\$38.95	\$40.91		
Fire Engineer	38	\$42.79	\$44.93	\$47.18	\$49.55	\$52.04	\$54.64	\$57.38	\$60.26		
Firefighter	56	\$23.24	\$24.40	\$25.62	\$26.90	\$28.25	\$29.67	\$31.17	\$32.73	\$34.37	\$36.10
Firefighter	38	\$34.24	\$35.95	\$37.75	\$39.64	\$41.63	\$43.72	\$45.91	\$48.21	\$50.62	\$53.16
Firefighter/Paramedic	56	\$26.33	\$27.66	\$29.04	\$30.50	\$32.02	\$33.63	\$35.32	\$37.09	\$38.95	\$40.91
Firefighter/Paramedic	38	\$38.79	\$40.73	\$42.78	\$44.92	\$47.16	\$49.53	\$52.02	\$54.62	\$57.36	\$60.22
Medical Services Officer (38 Hours)	38	\$54.10	\$56.80	\$59.65	\$62.63	\$65.77	\$69.05	\$72.51	\$76.15		
Medical Services Officer-56 hrs.	56	\$33.37	\$35.05	\$36.81	\$38.66	\$40.60	\$42.63	\$44.76	\$47.00		
Paramedic Ambulance Operator	38	\$33.51	\$35.21	\$36.97	\$38.82	\$40.76	\$42.80	\$44.95	\$47.19	\$49.56	\$52.05
Public Education Specialist	38	\$43.16	\$45.32	\$47.61	\$49.98	\$52.49	\$55.12	\$57.88	\$60.78		
Senior Fire Investigator	40	\$59.64	\$62.63	\$65.77							
Fire Equipment Technician I	38	\$25.45	\$26.73	\$28.07	\$29.47	\$30.94	\$32.49	\$34.11	\$35.82	\$37.61	
Fire Equipment Technician II	38	\$29.71	\$31.19	\$32.74	\$34.38	\$36.10	\$37.91	\$39.81	\$41.80	\$43.89	
Fire Equipment Technician III	38	\$35.46	\$37.23	\$39.10	\$41.06	\$43.11	\$45.26	\$47.52	\$49.89	\$52.40	

Exhibit B: EMPLOYEE DEVELOPMENT and PERFORMANCE PROGRAM

THEORY OF EMPLOYEE DEVELOPMENT and PERFORMANCE PROGRAM

Punishment 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 themselves and how that person interacts with those around them. 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 HFD 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 Personnel Directives, 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 HFD SOPs.

Safety

- Engaging in acts which expose any person to potential injury.
- Failure to use safety equipment provided by the HFD where appropriate.
- Failure to follow safety guidelines as prescribed by the HFD SOPs, Rules and Regulations, and Personnel 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 can 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 they expect 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. (Effective supervisory practices, Third Edition, Chapter 9)

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 their 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, they 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 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 they are doing, there is no way their 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 they are 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 they 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 they perform as they are 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, they 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 FRO 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 HFD Disciplinary Action Form. A copy of the form will be given to the employee, a copy will be maintained by the Captain or next level supervisor for 6 months and the counseling session will be entered into the disciplinary matrix by the Battalion Chief.

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. They should be approached with the understanding that if the employee fails to make necessary changes:

- 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 themselves 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 their 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 FRO, 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 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 HFD Disciplinary Action Form 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 their 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 they did, or the employee may not know that they 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 should 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, they 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 final level of disciplinary action will be governed by the rules of the disciplinary program software.

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 Henderson 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.

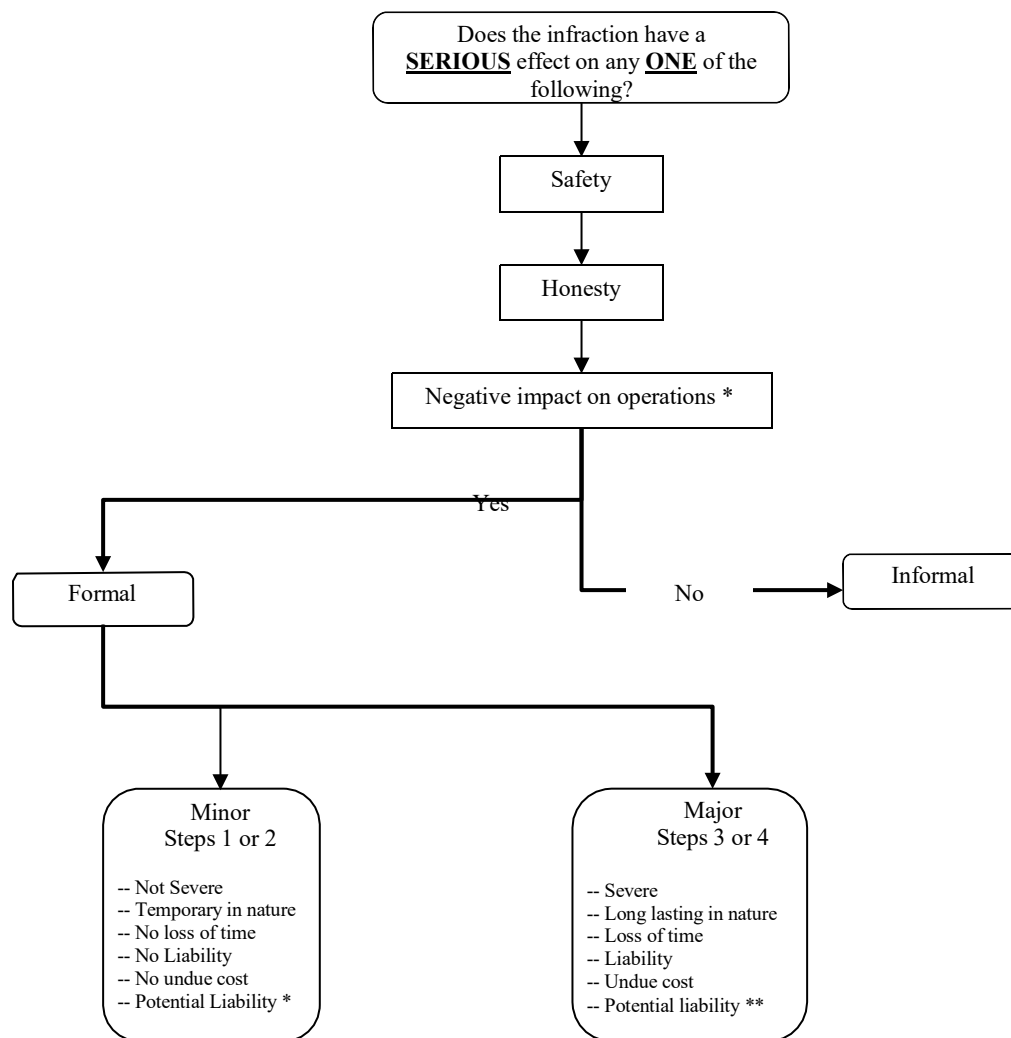
Theory: Since the Fire Department is a publicly funded, service oriented organization, its operations are constantly scrutinized. Infractions which result in undue costs or embarrassment to the department are counterproductive to the success of the department's overall mission.

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

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

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 38-hour personnel, one work shift is 9.5 hours, one workweek is 38 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 they may decide on whether employment with the Fire Department is in their 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 with 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 Matrix will be maintained by the Battalion Chiefs

Note: Any discipline greater than a step 2 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 EDP 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, 1999, it becomes inactive on June 30, 1999, 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, 1999, 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, 1999, 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, 1999 unless an additional disciplinary action is imposed prior to November 30, 1999, 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 are 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 their 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.

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 response must be received by the Fire Chief or designee 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 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

Disciplinary Meetings are conducted by the immediate supervisor or Captain and Battalion Chief or the Fire Chief or designee 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 HFD 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 HFD 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 HFD 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. This will typically be accomplished by the Fire Chief or the designee. **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. 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 their 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 1883 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 Henderson 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 their designee.

During the Disciplinary Meetings: Supervisors should follow proper procedures whether a union representative is present or not. If the employee or union disagree 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.

Exhibit C
Memorandum of Agreement
Between
The City of Henderson and the International Association of Firefighters Local 1883

Issue: IAFF Employees Volunteering for Federal Emergency Management Agency (FEMA)

BACKGROUND

On October 17, 2017, the City of Henderson (City) entered into an Interlocal Agreement with the County of Clark on behalf of the Clark County Fire Department (County), for the City to become a Participating Agency, with the County as the Sponsoring Agency, in the National Urban Search and Rescue Task Force with the United States Department of Homeland Security/Federal Emergency Management Agency ("FEMA").

To ensure that the City and Union fully understand the terms of the Interlocal Agreement and the impact on the IAFF Membership as it relates to workers compensation benefits, the parties have agreed to the following terms in this Memorandum of Agreement:

1. The City agrees to allow IAFF members to attend all local authorized or sanctioned FEMA Training activities outside of normal work hours.
2. IAFF members who participate in FEMA Training Activities are doing so voluntarily; the City does not require IAFF members to participate in FEMA Training Activities.
3. The City and Union agree that the training that is received during FEMA Training Activities is not related to their job as an employee of the City; the training is strictly for the purposes of becoming eligible to be a member of the FEMA program.
4. The City and the Union agree that when attending FEMA Training Activities that no work shall be concurrently performed as a City of Henderson employee. Hours spent participating in FEMA Training Activities are not considered time-worked for the City, and therefore, the training hours are not calculated into overtime and/or considered overtime hours.
5. IAFF Members shall be provided Workers' Compensation coverage through the City when they are attending FEMA Training Activities.
6. IAFF Members who are activated into a FEMA role shall be afforded all benefits provided by the Federal Employees Compensation Act (FECA) once the claim is accepted. If FECA payments are less than the employee's full salary, the difference will be paid through salary continuation in accordance with Article 9, up to the maximum number of hours in Section 2. The IAFF member cannot receive payments with FECA and through the City that would exceed their full salary.
7. Nothing in the terms of this MOA guarantees that the City will continue to participate in the FEMA program in perpetuity.

8. This MOA shall be considered an amendment to the current labor agreement between the City and the Union, and will continue to be included as an exhibit to any amended labor agreements until the City terminates the Interlocal Agreement.
9. Either the County or the City may terminate the Interlocal Agreement upon thirty (30) days written notice to each other. The City has the sole discretion as to whether the City desires to terminate the Interlocal Agreement. This MOA shall expire concurrently with the termination of the current Interlocal Agreement.
10. In the event that the City terminates the Interlocal Agreement, the City shall provide the Union with written notice.

Exhibit D
Memorandum of Agreement
Between
The City of Henderson and the International Association of Firefighters Local 1883

Issue: IAFF Employees Volunteering for Federal Emergency Management Agency (FEMA)

BACKGROUND

On October 17, 2017, the City of Henderson (City) entered into an Interlocal Agreement with the County of Clark on behalf of the Clark County Fire Department (County), for the City to become a Participating Agency, with the County as the Sponsoring Agency, in the National Urban Search and Rescue Task Force with the United States Department of Homeland Security/Federal Emergency Management Agency ("FEMA").

Under the Interlocal Agreement, the County provides reimbursement to the City, to compensate the City for the backfilling of those employees who are placed on alert or who are activated; and to compensate the City for the backfilling of those employees while activated for a Task Force mission, at their then-current contractual rate as negotiated between the City and the International Association of Firefighters Local 1883 (Union). The County offers the City's employees participating in local authorized or sanctioned training exercises, Task Force meetings, and training work details (FEMA Training Activities) a flat rate of twenty-five dollars per hour per employee. The City pays the employees participating in local authorized or sanctioned FEMA Training Activities the twenty-five dollars per hour per employee, and the County reimburses the City for the associated costs. . Under the Interlocal Agreement, there will be no fiscal impact to the City as the City will be reimbursed a flat rate of twenty-five dollars per hour per employee for employees attending all local authorized or sanctioned FEMA Training Activities.

To ensure that the City and Union fully understand the terms of the Interlocal Agreement and the impact on the IAFF Membership, the parties have agreed to the following terms in this Memorandum of Agreement:

1. The City agrees to allow IAFF members to attend all local authorized or sanctioned FEMA Training activities outside of normal work hours.
2. IAFF members who participate in FEMA Training Activities are doing so voluntarily; the City does not require IAFF members to participate in FEMA Training Activities.
3. The City and Union agree that the training that is received during FEMA Training Activities is not related to their job as an employee of the City; the training is strictly for the purposes of becoming eligible to participate and be activated for a FEMA Task Mission.
4. The City and the Union agree that when attending FEMA Training Activities that no work shall be concurrently performed as a City of Henderson employee. Hours

spent participating in FEMA Training Activities are not considered time-worked for the City, and therefore, the training hours are not calculated into overtime and/or considered overtime hours.

5. IAFF Members who participate in FEMA Training Activities shall be paid a flat rate of twenty-five dollars per hour for each hour that they participate in this training. This money shall be paid to them through payroll and shall be reimbursed to the City by the County. This payment shall not be considered as overtime, and employees shall not be eligible for overtime when performing FEMA Training Activities.
6. IAFF Members who are activated to a FEMA Task Mission shall be compensated in accordance with the terms of the labor agreement between the City and the Union.
7. Nothing in the terms of this MOA guarantees that the City will continue to participate in the FEMA program in perpetuity.
8. This MOA shall be considered an amendment to the current labor agreement between the City and the Union, and will continue to be included as an exhibit to any amended labor agreements until the City terminates the Interlocal Agreement.
9. Either the County or the City may terminate the Interlocal Agreement upon thirty (30) days written notice to each other. The Henderson City Council has the sole discretion as to whether the City desires to terminate the Interlocal Agreement. This MOA shall expire concurrently with the termination of the current Interlocal Agreement.
10. In the event that the City terminates the Interlocal Agreement, the City shall provide the Union with written notice.

Exhibit E
Bureau of Labor
Statistics

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURN400SA0
Not Seasonally Adjusted
Series Title: All items in West - Size Class B/C, all urban
Area:
Item: All items
Base Period: DECEMBER 1996=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	134.917	135.826	137.200	138.174	138.598	138.269	138.128	138.171	138.564	138.696	138.411	138.017	137.748	137.164	138.331
2012	138.465	138.997	140.235	140.619	140.834	140.375	139.645	139.971	140.600	140.847	140.287	139.768	140.054	139.921	140.186
2013	139.865	141.072	141.573	141.788	141.838	141.805	141.940	142.228	142.277	141.954	141.736	141.751	141.652	141.324	141.981
2014	141.998	142.120	142.813	143.077	144.253	144.522	144.435	144.317	144.506	144.214	143.398	142.669	143.527	143.130	143.923
2015	142.022	143.005	143.887	144.426	145.346	145.198	144.917	144.752	144.507	144.379	143.595	143.398	144.119	143.981	144.258
2016	143.932	144.128	144.264	145.128	145.942	145.866	145.850	145.829	146.130	146.328	146.004	145.918	145.443	144.877	146.010
2017	146.469	147.451	147.880	148.496	148.789	148.792	148.691	149.255	149.954	150.336	150.003	149.920	148.836	147.980	149.693
2018	150.564	151.200	151.702	152.350	153.201	153.546	153.464	153.797	154.158	154.729	154.625	154.228	153.130	152.094	154.167
2019	154.328	154.671	155.178	156.523	157.488	157.564	157.465	157.654	157.738	158.635	158.482	158.496	157.019	155.959	158.078
2020	158.599	159.183	159.129	158.824	158.301	158.857	159.752	160.528	160.846	161.141	161.069	160.840	159.756	158.816	160.696
2021	161.199	162.042	163.257	165.088	166.813										

Example Calculation:

CPI for preceding full calendar year (Annual column) = 159.756

Less CPI for previous preceding full calendar year (Annual column) = 157.019

Equals index point change = 2.737

Divided by previous preceding full calendar year (2.727/157.019) = 0.0174

Result multiplied by 100 = 1.74%

*In this example, the base wage increase would be 2.25% per the minimum in Article 3, Section 5.