SUPERVISOR AGREEMENT BETWEEN
THE CITY OF NORTH LAS VEGAS AND
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
Local 1607

July 1, 2025 through June 30, 2027

PREAMBLE

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

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Article 1. GENDER, NUMBER, AND TENSE

Section 1.01 Gender, Number, and Tense

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

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

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

(3) The present tense includes the future tense.

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

Article 2. RECOGNITION / CLASSIFICATIONS

Section 2.01 Recognition

The City recognizes the Union as the exclusive bargaining agent for all employees covered under this Agreement. It is further agreed that the Union shall also represent any employees within classifications created by the City that are within the community of interest of the employees within this bargaining unit. New positions created within the community of interest of the employees within the bargaining unit shall be added to the list in Section 2.02 of this Article. (See Appendix A)

Section 2.02 Classifications

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

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

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

Article 3. NO STRIKE

Section 3.01 No Strikes

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

Article 4. PAYROLL DEDUCTIONS

Section 4.01 Deduction of Dues and Assessments

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

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

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

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

Article 5. UNION BUSINESS

Section 5.01 Union Business Leave

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

(1) The Union shall have 2840 hours to be utilized for Union Business. Union Business shall include the administration of the North Las Vegas Fire Fighters Union Health and Welfare Trust. Union business leave shall be used in increments of two hours or more. The Union President or designee will determine the use of Union Business leave hours. All Union officers and Executive Board members will be required to maintain all training and mandated certifications required as part of their position and job requirements. The full cost of such leave has been offset by the value of concessions made by the Union during negotiations in 2015. Specifically, Union business leave was paid by the addition of new lower steps in the wage scales, the establishment of new holiday time accrual caps, and the placement of caps and other limitations on sick leave sellback upon separation.

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

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

Section 5.02 Negotiations

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

Section 5.03 Grievance

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

Article 6. NON-DISCRIMINATION

Section 6.01 Employee Rights - Non-discrimination

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

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

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

Article 7. COMMUNICATIONS

Section 7.01 Bulletin Boards

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

Section 7.02 E-Mail

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

Article 8. ADMINISTRATIVE DIRECTIVES / STANDARD OPERATING GUIDELINES

Section 8.01 Administrative Directives and Standard Operating Guidelines (SOG)

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

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

(C) Administrative Directive – A document to immediately create a Standard Operating Guideline due to the nature and/or urgency of the content. The Administrative Directive will generally be created by recommendations from the Health and Safety Committee and/or from the Operations Committee. Union leadership will be advised and have input prior to any Administrative Directive being distributed. If, for safety concerns, an Administrative Directive is implemented without Union review and signature, any objection raised by the Union shall be discussed with the City. If the objection cannot be resolved, the dispute shall be subject to the grievance procedure set forth in this Agreement. Administrative Directives will be implemented immediately and disseminated to Fire Department personnel through Target Solutions or equivalent. Administrative Directives shall be replaced with an SOG within 30 days of implementation.

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

Section 8.02 Labor Management Communication and Amendments

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

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

Article 9. PREVAILING RIGHTS / MANAGEMENT RIGHTS

Section 9.01 Prevailing Rights

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

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

Section 9.02 Management Rights

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

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

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

(3) The right to determine:

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

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

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

d) The means and methods of offering those services.

(4) Safety of the public

(B) Notwithstanding the provisions of this collective bargaining agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster, or civil disorder. Those actions may include suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection must not be construed as a failure to negotiate in good faith.

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

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

Article 10. AUTHORIZED OUTSIDE AGENCY DEPLOYMENT AND PARTICIPATION

Section 10.01 Participation Coverage

(A) The Fire Chief or designee shall have sole authorization to approve participation or deployment.

(B) The Union and the City recognize that employees covered by the Supervisory Collective Bargaining Agreement may participate as members of the authorized outside agency.

(C) The Union and the City agree that when employees covered by the Agreement are utilized for outside agency exercises, mobilization drills or emergency deployments, they are entitled to all benefits provided through the Collective Bargaining Agreement.

(D) The Union and the City agree that injuries or illness incurred by employees of the Collective Bargaining Unit while performing outside agency related duties or training will be covered by the worker compensation benefits of the city.

Article 11. JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

Section 11.01 Agreement

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

Section 11.02 Appointment of Personnel

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

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

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

Article 12. STAFFING

Section 12.01 Designation of Apparatus

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

(A) The fire Department will staff each in-service Battalion Chief with one (1) Battalion Chief and either one (1) Captain, Engineer, Fire Fighter Paramedic or Fire Fighter that will serve in the capacity as Battalion Chief Aide.

Article 13. UNIFORM SAFETY AND MAINTENANCE

Section 13.01 Supply

(A) All fire fighting protective clothing and protective devices required of employees in the performance of their duties shall be furnished without cost to the employee by the City. The Fire Department and Union shall set the uniform requirements and specifications. The employee shall be responsible for purchasing his/her uniform.

(B) The City shall provide a uniform allowance to all personnel covered by this Agreement after their first year of employment to buy and maintain Class A and Class B uniforms, which shall be $2,000 annually, and will be distributed evenly in the employee's first two (2) paychecks each month.

(C) The Union agrees to comply with the City's logo policy, which allows the Fire Department to use their badge/patch in place of the City's logo as its badge/patch contains the City logo. Fire Prevention staff shall be entitled to wear patches that state "Fire Prevention" and which are provided by the union.

(D) The Union shall be responsible for selecting a vendor(s) to supply uniforms.

(E) Newly hired employees covered by this Agreement shall be provided all initial uniforms to include:

1) 3 Class B Pants
2) 3 Class B Shirt
3) 4 Uniform T-Shirts
4) 1 Uniform Belt
5) 1 Pair Duty Work Boots
6) 1 Full Class A Uniform
7) 3 Sets Academy Workout Gear (Shorts and T-Shirt) (Except Fire Prevention Staff)
8) 1 Badge and 2 Name Tags

Employees who do not complete their probationary year shall be required to return all uniform items listed above.

(F) All Class B uniforms are required to be FR or Nomex (fire resistant) material.

Section 13.02 Standards

(A) All protective clothing shall meet or exceed *NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting* and the OSHA standard criteria on protective clothing for structural fire fighting.

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

Section 13.03 Cleaning

The City shall provide two (2) washers and two (2) dryers for laundering contaminated uniforms at each station, as long as space and available utility services permit. .

Article 14. HOURS

Section 14.01 Non-Suppression Personnel

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

Section 14.02 Suppression Personnel

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

(B) 56-hour employees shall have a 24 day FLSA cycle. Such employees shall receive overtime for any hours worked outside their normal shifts in accordance with Article 40 of this Agreement. Employees that work more than 182 hours in a given FLSA cycle shall receive overtime pay (at time and one-half) for such hours above 182 in accordance with FLSA standards. 56-hour employees shall be paid for 112 hours each pay period.

Section 14.03 Schedule Changes

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

(B) The City shall present a written outline of schedule changes at least ten (10) days prior to such change.

(C) Schedules may be changed from time to time by the City if business conditions materially change, but only for the duration of such conditions. When this

occurs, the City shall meet and confer with the Union at least ten (10) calendar days prior to such schedule changes.

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

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

(F) When the employee is changing shifts, the City shall ensure the employee is off for at least twenty-four (24) hours between shifts. Employees assigned to temporary training assignments will have at least seventy-two (72) hours between shifts.

Article 15. LEAVE OF ABSENCE

Section 15.01 No Pay / Leave Without Pay

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 his/her status, provided that such application shall have first been approved by the Fire Chief and by the City Manager or designee. Upon approval by the City Manager or designee, an employee may be granted an unpaid 90-day leave of absence for good and valid reasons.

Section 15.02 Accruals on No Pay Status

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

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

Article 16. ANNUAL LEAVE

Section 16.01 Annual Leave

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

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

Section 16.02 56-Hour Employees Accrual

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

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

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

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

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

Section 16.03 40-Hour Employee Accrual

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

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

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

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

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

Section 16.04 Maximum Accrual

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

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

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

Section 16.05 Separation

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

(B) Upon separation from the City, employees shall contribute twenty-five percent (25%) of their unused annual leave hours, in accordance with section 16.05(A), at their current rate of pay (plus longevity) into their Health Reimbursement Arrangement (HRA) administered by the North Las Vegas Fire Fighters Union Health and Welfare Trust. The City will provide the Union with a breakdown of the deposit to include the quantity of annual leave hours and monetary value for

each employee. Accruals used to fund the HRA may be used for reimbursement of medical expenses incurred by the employee and his/her spouse and dependents, but may not be converted into income at any time.

Section 16.06 Emergency Annual Leave

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

Section 16.07 56-Hour Allowable Annual Leave Positions

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

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

Section 16.08 40-Hour Allowable Annual Leave Positions

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

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

(1) Training Division/Administration – Battalion Chief - 2

(2) EMS Division Chief -1

(3) Deputy Fire Marshal – 1

(4) Fire Investigations Commander – 1

(5) Fire Logistics Division Chief - 1

Article 17. SICK LEAVE

Section 17.01 Sick Leave Use

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

(B) An employee may also be granted sick leave with pay for any illness of an employee or spouse's immediate family member. As used in this section, "immediate family" means:

(1) The child, foster child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent of an employee; or

(2) Any person whom the employee is the legal guardian.

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

Section 17.02 Accumulation

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

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

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

Section 17.03 Bonus Shifts

Previously accrued bonus shifts shall be provided in a separate bank and are not eligible for sell back annually or at separation. Bonus shifts shall be utilized at the employee's discretion and will be subject to Section 16.07. Employees may not use a bonus shift on the go-arounds that include holidays in Section 25.01(B). Fire administration is responsible for monitoring and reporting bonus shifts. Bonus shifts are subject to conversion.

The bonus shift accrual program ended on June 30, 2020. However, employees may continue to use banked bonus shift time in accordance with this Agreement until bonus shift banks are depleted. Bonus shifts shall be forfeited to the City at the close of this agreement.

Section 17.04 Unused Sick Leave

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

(1) After ten (10) years of City service, employees shall be compensated for one-half (1/2) of all unused sick leave at their current rate of pay (plus longevity) up to a maximum of 22040 hours.

(2) Starting the sixteenth (16^{th}) year of City service, payment shall be increased by an additional five percent (5%) for each additional year of service of all unused sick leave up to a maximum of 2040 hours. Unused sick leave payment shall not exceed 2040 hours.

(3) Employees with an excess of 2400 hours of sick leave on June 30, 2015 will have a separate bank created. This bank will include all hours above 2400. Within two pay periods following the ratification of this collective bargaining agreement, the employee will be compensated for 75% of the hours in this bank, and the remaining 25% will be forfeited. Excess hours will no longer be placed in this bank and this bank will cease to exist.

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

(1) After ten (10) years of City service, employees shall be compensated for one-half (1/2) of all unused sick leave at their current rate of pay (plus longevity) up to a maximum of 850 hours.

(2) Starting the sixteenth (16^{th}) year of City service, payment shall be increased by an additional five percent (5%) for each additional year of

service of all unused sick leave up to a maximum of 850 hours. Unused sick leave payment shall not exceed 850 hours.

(3) Employees with an excess of 1000 hours of sick leave on June 30, 2015 will have a separate bank created. This bank will include all hours above 1000. Within two pay periods following the ratification of this collective bargaining agreement, the employee will be compensated for 75% of the hours in this bank, and the remaining 25% will be forfeited. Excess hours will no longer be placed in this bank and this bank will cease to exist.

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

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

Section 17.05 Sick Leave Sell-Back Hours

(A) Within two pay periods following the ratification of this collective bargaining agreement, 56 hour employees who exceed 2400 hours of sick leave shall receive a one-time payout in the form of fifty percent (50%) over 2400 of the hours being paid to the employee and the remaining fifty percent (50%) over 2400 shall be deposited into an emergency sick leave bank which is not eligible for payout at any time including separation. Emergency sick leave bank hours shall be used only upon exhaustion of all other sick leave hours.

Within two pay periods following the ratification of this collective bargaining agreement, 56 hour employees with a minimum of 2040 hours shall also receive a one-time payout. Eligible 56 hour employees with sick leave balance of hours between 2040 and 2400 hours shall have one hundred percent (100%) of those hours paid to the employee.

(B) Effective July 1, 2026, 56-hour employees who exceed 2040 hours of sick leave shall have fifty percent (50%) of the hours that exceed 2040 deposited into their Health Reimbursement Arrangement (HRA) administrated by the North Las Vegas Fire Fighters Union Health and Welfare Trust. The money shall be

deposited into the Trust at the employee's current rate of pay (plus longevity) in the first pay period that includes July 1st. The City will provide the Union with a breakdown of the deposit to include the quantity of sick leave hours and monetary value for each employee. The remaining fifty percent (50%) of sick leave hours shall be deposited into an emergency sick leave bank, which is not eligible for payout at any time including separation. Emergency sick leave bank hours shall be used only upon exhaustion of all other sick leave hours.

(C) Within two pay periods following the ratification of this collective bargaining agreement, 40 hour employees who exceed 1000 hours of sick leave shall receive a one-time payout in the form of fifty percent (50%) of the hours over 1000 hours being paid to the employee and the remaining fifty percent (50%) over 1000 hours shall be deposited into an emergency sick leave bank which is not eligible for payout at any time including separation. Emergency sick leave bank hours shall be used only upon exhaustion of all other sick leave hours.

Within two pay periods following the ratification of this collective bargaining agreement, 40 hour employees with a minimum of 850 shall also receive a one-time payout. Eligible 40 hour employees with a sick leave balance of hours between 850 and 1000 hours of sick leave shall have one hundred percent (100%) of the hours paid to the employee.

(D) Effective July 1, 2026, 40-hour employees who exceed 850 hours of sick leave shall have fifty percent (50%) of the hours that exceed 850 deposited into their Health Reimbursement Arrangement (HRA) administrated by the North Las Vegas Fire Fighters Union Health and Welfare Trust. The money shall be deposited into the Trust at the employee's current rate of pay (plus longevity) in the first pay period that includes July 1st. The City will provide the Union with a breakdown of the deposit to include the quantity of sick leave hours and monetary value for each employee. The remaining fifty percent (50%) of sick leave hours shall be deposited into an emergency sick leave bank, which is not eligible for payout at any time including separation. Emergency sick leave bank hours shall be used only upon exhaustion of all other sick leave hours.

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

Article 18. NON-OCCUPATIONAL INJURIES

Section 18.01 Light Duty

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

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

Article 19. OCCUPATIONAL INJURIES

Section 19.01 Workers Compensation

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

Section 19.02 Modified Duty

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

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

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

Article 20. BEREAVEMENT LEAVE

Section 20.01 Bereavement Leave

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

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

(1) An immediate family member of an employee or spouse shall be defined in accordance with Nevada Administrative Code (NAC) 284.562. At the time of this Agreement, the NAC reads:

> "immediate family" means the employee's parents, spouse, children, brothers, sisters, grandparents, great-grandparents, uncles, aunts, nephews, grandchildren, nieces, great-grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, great-grandfather-in-law, great-grandmother-in-law, uncle-in-law, aunt-in-law, brother-in-law, sister-in-law, grandson-in-law, grand-daughter-in-law, nephew-in-law, niece-in-law, great-grandson-in-law, great-granddaughter-in-law, stepparents and stepchildren.

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

Article 21. MILITARY LEAVE

Section 21.01 Military Leave

(A) Any employee having a reserve status in any of the regular branches of the Armed Forces of the United States or the National Guard will be relieved from his/her duties, upon the Supervisor's request, to serve under orders in accordance with Nevada state law and federal law, and be compensated in accordance with Nevada state law and federal law. Any employee requesting this benefit shall provide a copy of his/her military orders to the City.

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

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

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

Article 22. JURY DUTY

Section 22.01 Jury Duty

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

(B) The City will follow NRS 6.190 as it pertains to an employee returning to work after being excused from jury duty.

Article 23. CONVERSION

Section 23.01 Conversion

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

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

40 to 56-hour Conversion Factor:	1.400
56 to 40-hour Conversion Factor:	0.7143

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

Article 24. NON-DISCIPLINARY PAID LEAVE

Section 24.01 Non-Disciplinary Paid Leave

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

Article 25. HOLIDAYS

Section 25.01 Received Holidays

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

(B) The holidays covered under this agreement are:

January 1st	New Years Day
Third Monday in January	Martin Luther King Jr.'s Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
June 19th	Juneteenth
July 4th	Independence Day
First Monday in September	Labor Day
September 11th	Patriot Day
Last Friday in October	Nevada Day
November 11th	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	Family Day
December 24th	Christmas Eve
December 25th	Christmas Day

(C) If January 1, June 19, July 4, November 11 or December 25 fall upon a:

(1) Sunday, the Monday following must be observed as a legal holiday.

(2) Saturday, the Friday preceding must be observed as a legal holiday.

Section 25.02 Holiday Accrual

(A) 56-hour employees shall accrue sixteen (16) hours of holiday time per holiday.

(B) 40-hour employees shall accrue five (5) hours of holiday time per holiday, with the exception of Fire Prevention employees.

(C) Fire Prevention employees shall accrue ten (10) hours of holiday time on non-working holidays.

(D) Accrued holiday time may be taken off in conjunction with the employee's annual leave.

Section 25.03 Payment of Holidays

(A) Employees required to work on Thanksgiving Day and Christmas Day shall receive .5 times their hourly rate in holiday premium pay in addition to their regular hours worked for hours actually worked on the holiday regardless of when the shift starts. Holidays start at 12:01 a.m. and end at midnight. Employees working a shift trade will receive the holiday premium pay. Employees working overtime on a holiday will receive the holiday premium pay in addition to their overtime compensation.

(B) Upon separation from the City, suppression personnel are entitled to payment for all unused holiday hours up to a maximum of one thousand forty (1040) hours. Payment of holidays will be at the employee's hourly rate (plus longevity). Upon separation from the City, non-suppression personnel are entitled to payment for all unused holiday hours up to a maximum of five hundred twenty (520) hours. Payment of holidays will be at the employee's hourly rate (plus longevity).

(C) 56-hour employees that exceed one thousand forty (1040) hours of holiday leave will have the additional hours above 1040 paid to the employee up to a maximum of 100 hours. Forty percent (40%) of the hours above 1040, with a maximum of forty (40) hours, shall be deposited into the employee's paycheck. Forty percent (40%) of the hours above 1040, with a maximum of forty (40) hours, shall be deposited into the employee's Health Reimbursement Arrangement (HRA) administered by the North Las Vegas Fire Fighters Union Health and Welfare Trust. The remaining twenty percent (20%) will be forfeited. The City will provide the Union with a breakdown of the deposit to include the

quantity of holiday leave hours and monetary value for each employee. The above payments shall be made at the employee's current rate of pay (plus longevity) in the first pay period that includes July 1st.

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

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

Article 26. INSURANCE / BENEFITS

Section 26.01 Life Insurance

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

Section 26.02 Health Benefits

(A) The City shall pay $1,250 per month per Union employee for a health and welfare benefit package. The monies shall be deposited into the North Las Vegas Fire Fighters Union Health and Welfare Trust account on or before the last day of the preceding month they are due.

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

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

Section 26.03 Liability

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

Article 27. ANNUAL PHYSICALS

Section 27.01 Physical Examinations

(A) All employees covered by this Agreement shall be required to take an annual physical examination within thirty (30) days of the employee's birthday. If an employee refuses to take the examination he/she shall be subject to the EDPP process. If the employee is unable to take the examination because he/she is using sick leave or workers' compensation benefits then the exam must be taken within sixty (60) days of return to duty. Employees using any leaves or shift trades during the thirty (30) day period will have their thirty (30) day period extended. The amount of days extended will equal the total number of days that span between the first and last shift of annual leave used during the thirty (30) day period following the employee's birthday.

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

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

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

Article 28. ASSIGNMENTS

Section 28.01 Assignments

(A) Assignments shall be based on seniority within classification.

(B) A 56-hour employee that voluntarily takes a 40-hour temporary assignment shall retain their permanent assignment for up to two (2) years. If the employee voluntarily remains in the 40 hour assignment for longer than 2 years, their permanent bid will be vacated. Upon the agreement of the Fire Chief or designee and the Union, the employee shall have the ability to extend this time frame. Once an employee vacates their permanent assignment in this situation, they cannot submit for another assignment, unless they are vacating the temporary assignment.

(C) All assignments shall be for a Platoon and a Battalion.

(D) The Battalion Chief assigned to training and the Administrative Battalion Chief will be filled through an interview process. The Fire Chief will make the final selection of the candidate.

(E) Employees shall remain in their bid assignment for a minimum of thirty (30) days.

(F) Although the parties intend that assignments are to be permanent insofar as practicable, the Fire Chief shall have the right to initiate, approve or disapprove assignments to promote efficiency of the Fire Department.

Section 28.02 Assignment Vacancy

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

Section 28.03 Administrative and Training Assignment

(A) Employees assigned to the Training Division and the Administrative Battalion Chief shall be paid 100% of their converted 56-hour wage to include premium wages, hours in Article 14 Section 14.02(B), and differential pay.

(B) Employees assigned to the Training Division and the Administrative Battalion Chief will not have their 56-hour accruals or banks converted. Employees assigned to the Training Division will continue to accrue holidays as if they were still working the 56-hour workweek. Upon separation from the City, the

employee's leave banks will be cashed out at their 56-hour pay rate rather than their 40-hour pay rate.

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

Article 29. SENIORITY

Section 29.01 Seniority List

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

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

(1) Fire Department hire date

(2) Final Training Academy Grade

Note: Upon completion of a Training Academy, the Fire Department Administration shall provide to the Union and Human Resources a seniority list for each academy, based on the final academy grade.

(3) Entrance Examination Test Score

(4) Date of original application

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

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

(1) Date of promotion

(2) Promotional examination grade

(3) Department seniority

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

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

Section 29.02 Purpose

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

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

Section 29.03 Break in Service

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

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

Article 30. EXCHANGE OF TIME

Section 30.01 Exchange of Time

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

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

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

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

(4) In the event an employee that is scheduled to work a shift trade does not report for duty, the employee that is scheduled to work the shift trade will be reduced an equivalent amount of hours to the trade. The hours shall be taken from Sick Leave and/or other leaves in accordance with Section 17.01.

Article 31. PROMOTIONS

Section 31.01 Eligibility

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

Article 32. REDUCTIONS IN FORCE

Section 32.01 Determination of Reductions in Force

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

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

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

Article 33. CORRECTIVE AND DISCIPLINARY ACTION

Section 33.01 Purpose

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

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

a. The EDPP for Fire Prevention personnel shall be performed by the department in which they are assigned.

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

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

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

Section 33.02 Discipline for Cause

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

Section 33.03 Resignation

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

Article 34. GRIEVANCE PROCEDURE

Section 34.01 Definition

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

Section 34.02 Grievance Process

Grievances shall be processed in the following manner:

Informal Discussion with Supervisor. If possible, prior to submitting a written grievance, the employee may discuss the subject matter with his immediate supervisor or the Fire Chief or their designee and their Union representative.

Step 1. If a grievance exists, the Union shall present the signed written grievance to the Fire Chief or designee, and send an electronic copy to Human Resources, within thirty (30) calendar days from the date the dispute arises.

Step 2. The Fire Chief or their designee shall have ten (10) calendar days to make a written response to the grievance. Failure on the part of the Fire Chief or their designee to answer the grievance shall constitute a denial of the grievance.

Step 3. If, within ten (10) calendar days after receipt of the response of the Fire Chief or their designee, or lack of response, the grievance has not been settled, the Union may submit the grievance to the City Manager, and send an electronic copy to Human Resources, for his/her review and decision.

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

Section 34.03 Mediation or Arbitration

(A) If the parties mutually desire to submit a grievance to mediation, they shall retain the services of a mutually agreeable mediator. If mediation does not resolve the matter, the Union has the right to submit the grievance to arbitration. The Union will have ten (10) days from when the mediation is stated, in writing, to be unsuccessful, to notify the City of its intent to proceed to arbitration.

(B) An arbitrator shall be selected from a list of seven (7) names supplied by the Federal Mediation & Conciliation Service (FMCS). If the FMCS is unable to

provide a list, an arbitrator will be selected from a list of seven (7) names supplied by the American Arbitration Association (AA). The arbitrator shall be selected by each party alternately striking a name from the list until there is one name remaining on the list. The Union shall be the first party to strike a name from the list.

(C) The jurisdiction and authority of the arbitrator, and the arbitrator's opinion and award, shall be confined exclusively to the interpretation and application of this Agreement and the law. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement. 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. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the City and the Union.

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

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

(2) The mediator's fees and expenses, and the cost of any hearing room for the mediation shall be borne by the parties equally. The arbitrator's fees and expenses, the cost of any hearing room for arbitration, and the cost of a court reporter and of the original transcript shall be borne by losing side of the arbitration. The arbitrator will be requested to specify who is the losing party.

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

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

Article 35. DEFERRED COMPENSATION

Section 35.01 Deferred Compensation

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

Article 36. EDUCATIONAL INCENTIVE PAY

Section 36.01 Compensation

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

a. Ineligible Employees – All employees hired on or after 1 July 2021 will not be eligible for $10 dollars monthly for each sixteen (16) credit hours completed.

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

Associate Degree Monthly:	$75.00
Bachelor Degree Monthly:	$100.00
Masters/Doctorate Degree Monthly:	$125.00

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

Section 36.02 Tuition Reimbursement / Assistance

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

(B) To be considered for reimbursement the class must have begun or have been successfully completed within the contract year for which the employee is seeking reimbursement. For instance, if a class was started and paid for in May and successfully completed in August the employee can submit for

reimbursement for the contract year to include May (if maximum reimbursement has not been reached) or the contract year to include August. All requests for reimbursement must be submitted within ninety (90) days upon successful completion of the class.

(C) Reimbursement is applicable for a single degree at each level – one Associates, one Bachelors, one Masters and one Doctorate. The City will not reimburse employees who seek multiple degrees. E.g., the City will not reimburse for a second Associates, Bachelors, etc.

Article 37. WAGES

Section 37.01 Wages

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

Section 37.02 Annual Increases

1. Effective July 1, 2025, all salary schedules will be adjusted in accordance with the Consumer Price Index as published by the Bureau of Labor Statistics (average percentage increase to all items in West-class size B/C, all urban consumers, not seasonally adjusted, Series ID CUURN400SAO, from the immediately preceding completed full calendar year). The adjusted percentage in salary schedules shall be a minimum of 2% and a maximum of 3% except as follows: 1) If the percentage increase in the CPI index is equal to or greater than 5%, then the salary schedules shall be increased by 4.5%; or 2) If the percentage increase in the CPI index is equal to or less than 0%, then the salary schedules shall be increased by 1%. Subject to provisions of NRS 288.

2. Effective July 1, 2026, all salary schedules will be adjusted in accordance with the Consumer Price Index as published by the Bureau of Labor Statistics (average percentage increase to all items in West-class size B/C, all urban consumers, not seasonally adjusted, Series ID CUURN400SAO, from the immediately preceding completed full calendar year). The adjusted percentage in salary schedules shall be a minimum of 2% and a maximum of 3% except as follows: 1) If the percentage increase in the CPI index is equal to or greater than 5%, then the salary schedules shall be increased by 4.5%; or 2) If the percentage increase in the CPI index is equal to or less than 0%, then the salary schedules shall be increased by 1%. Subject to provisions of NRS 288.

Article 38. PERS

Section 38.01 PERS Contributions

The City agrees to pay the employee's portion of the retirement contribution under the Employer-Pay Contribution Plan in the manner provided for by NRS 286. Any future increase or decrease in the percentage rate of the retirement contributions to the Nevada Public Employees Retirement System ~~Fund~~ shall be borne equally by the City and the employee in the manner provided for by NRS 286.421. Payment of the employee's contribution shall be taken from any of the following sources:

1. Payment in lieu of cost-of-living increases;
2. Payment in lieu of equivalent basic salary increases;
3. Counterbalanced by equivalent reductions in employees' salaries.

Note: A decrease in employee contributions shall lead to an equivalent increase in employee wage rates.

Wage scales shall be reduced or increased in accordance with this section.

Article 39. CALL-BACK PAY

Section 39.01 Call-back Pay

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

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

Article 40. OVERTIME PAY

Section 40.01 Overtime Pay

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

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

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

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

(E) Employees assigned to the Fire Prevention Division who are scheduled to work overtime that is not concurrent to their normal shift or work on a scheduled day off shall be paid for a minimum of four (4) hours of overtime at one and one half (1 ½) their regular rate of pay.

(F) Employees assigned to the Fire Prevention Division who are scheduled to work on a recognized holiday per this Agreement shall be paid two times (2x) their regular rate of pay.

Article 41. This Article Is Intentionally Left Blank

Article 42. ACTING / DIFFERENTIAL PAY

Section 42.01 Working Out of Classification

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

Section 42.02 Administrative Assignment Pay

(A) Employees assigned to a 40-hour workweek (having moved from a 56-hour workweek) will receive a ten percent (10%) pay differential. Employees who are moved to a 40-hour workweek for reasons other than a specific assignment (i.e., they are not fit for duty, or have their driver's license suspended, etc.) will not receive the ten percent (10%) differential pay.

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

Article 43. STANDBY PAY

Section 43.01 Standby Pay

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

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

Article 44. LONGEVITY

Section 44.01 Longevity

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

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

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

Article 45. SPECIALTY PAY

Section 45.01 Specialty Teams and Positions

(A) The City and the Union agree that members of the Fire Suppression Division who have obtained and maintain valid certification from the authority having jurisdiction, for Hazardous Materials Technician, Technical Rescue Technician, EMS Supervisor (bid personnel only), Aircraft Rescue Firefighting and that are assigned to the stations designated as the Hazardous Materials Response Team, Technical Rescue Team, Aircraft Rescue Firefighting and/or any other position designated by the Fire Chief or designee shall be paid incentive pay. The incentive pay shall be five percent (5%) of the member's present salary.

(B) If any member allows their valid certification to lapse, they automatically forfeit their incentive pay.

(C) Permanent assignment to the Hazardous Materials Station, the Technical Rescue station, and/or the Aircraft Rescue Firefighting station shall be through the bid for assignment process.

(D) All members who obtain and maintain certification as a Hazardous Material Technician, a Technical Rescue Technician, or Aircraft Rescue Firefighter and are not permanently assigned to the designated Hazardous Material Team, Technical Rescue Team, or Aircraft Rescue Firefighting Team shall receive five percent (5%) acting pay when temporarily assigned to the respective station.

(E) Certification training will be accomplished during normal duty hours. If training during normal duty hours cannot be accomplished, then training will occur on overtime.

(F) An accelerant detection canine handler shall receive an incentive of two and one-half percent (2.5%) of the member's present salary and 8 hours of overtime each pay period as compensation for routine/daily care and training with the animal.

(G) Personnel assigned to a rescue or ILS Rescue shall receive five percent (5%) additional pay on top of their base pay as Rescue Assignment Pay.

(H) Fire Prevention Staff will receive a five percent (5%) acting pay while performing the function of a Field Training Officer training new fire prevention personnel.

Article 46. BILINGUAL PAY

Section 46.01 Bilingual Pay

(A) Employees covered by this Agreement, who are bilingual in English and Spanish and use the second language as part of their work, shall receive a premium pay at the rate of twelve hundred fifty dollars ($1,250) per year to be paid the first pay period in January.

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

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

Article 47. RESIDENCY

Section 47.01 Residency

All Fire Department employees hired after July 1, 2015 will be required to maintain residency within 100 miles of Clark County, Nevada upon successful completion of their probationary period. Such employees will be required to maintain such residency in Clark County, Nevada for the duration of their employment with the City of North Las Vegas Fire Department. Exceptions may be made on the basis of medical necessity (individual and/or family).

Article 48. THIS ARTICLE INTENTIONALLY LEFT BLANK

Article 49. SAVINGS CLAUSE

Section 49.01 Savings Clause

If any provision of the Agreement, or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties shall enter into immediate collective negotiations for the purpose of arrive at a mutually satisfactory replacement for such article or section.

Appendix A

Represented Classifications

Battalion Chief
EMS Division Chief
Fire Investigation Commander
Fire Logistics Division Commander
Deputy Fire Marshal

Article 50. SCOPE AND DURATION OF AGREEMENT

Section 50.01 Amendments

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

Section 50.02 Term

This Agreement shall be effective July 1, 2025 and continue in full force and effect through June 30, 2027 and from year to year thereafter unless written notice to change or modify is given by either party, not less than (60) days prior to June 30, 2027. Timely notice by either party to change or modify shall operate to open all mandatory subjects of bargaining as defined by law for negotiations.

Ratified by City Council
This 3rd day of September, 2025

Pamela Goynes-Brown
Mayor

Attest:

Jackie Rodgers, City Clerk

Approved as to form:

Andy Moore, City Attorney

Ratified by the International
Association of Fire Fighters
Local 1607

Josiah Jensen
President

Appendix B

NORTH LAS VEGAS FIRE DEPARTMENT

EMPLOYEE DEVELOPMENT
And
PERFORMANCE PROGRAM

WHAT IS A PROBLEM?

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

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

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

Insubordination
- 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 drugs and/or alcohol while on duty.
- Using or selling controlled substances.

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

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

Dishonesty
- Falsifying personnel documents.

- Falsification of NLVFD records or incident reports.
- Lying.

Theft

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

Misconduct

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

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

Tardiness

- Failure to report to work at the beginning of a shift.
- Failure to transfer from station to station or to an assignment in a timely manner.

Absenteeism

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

Abandonment

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

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

Appearance

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

Safety

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

Performance of Duties

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

INFORMATION GATHERING

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

- The Formal Process will be conducted by the Executive Staff.

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.

COUNSELING

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

Counseling Procedure:

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

- Comparing the counseling against the employee's disciplinary matrix.
- Determine whether or not the counseling conforms to the discipline process and is consistent with previous decisions in similar circumstances.

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

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

THE FORMAL PROCESS

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

Disciplinary actions should follow the offense as soon as reasonably possible and offenses must not be allowed to build up before action is taken.

CONDUCTING AN INVESTIGATIVE INTERVIEW

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

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

The Investigative Interview should be conducted by the Fire Chief and/or designee, depending upon the nature and seriousness of the event leading to the meeting.

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

MAKING A DECISION IN REGARDS TO DISCIPLINE

Once a Captain or supervisor and the Battalion Chief or the next level supervisor has conducted an Investigative Interview and an administrative hearing has been held, the Fire Chief or Assistant Fire Chief will render a decision regarding formal discipline. 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 the Fire Chief and/or Assistant Fire Chief in determining the appropriate level of discipline to apply. .

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

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

The Disciplinary Algorithm requires consideration of 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 to remain consistent throughout the decision-making process.

SAFETY

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

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

Questions to Ask: The Fire Chief and/or Assistant Fire Chief must determine the following:

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

HONESTY

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

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

Questions to Ask: Supervisors should evaluate the following questions:

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

NEGATIVE IMPACT

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

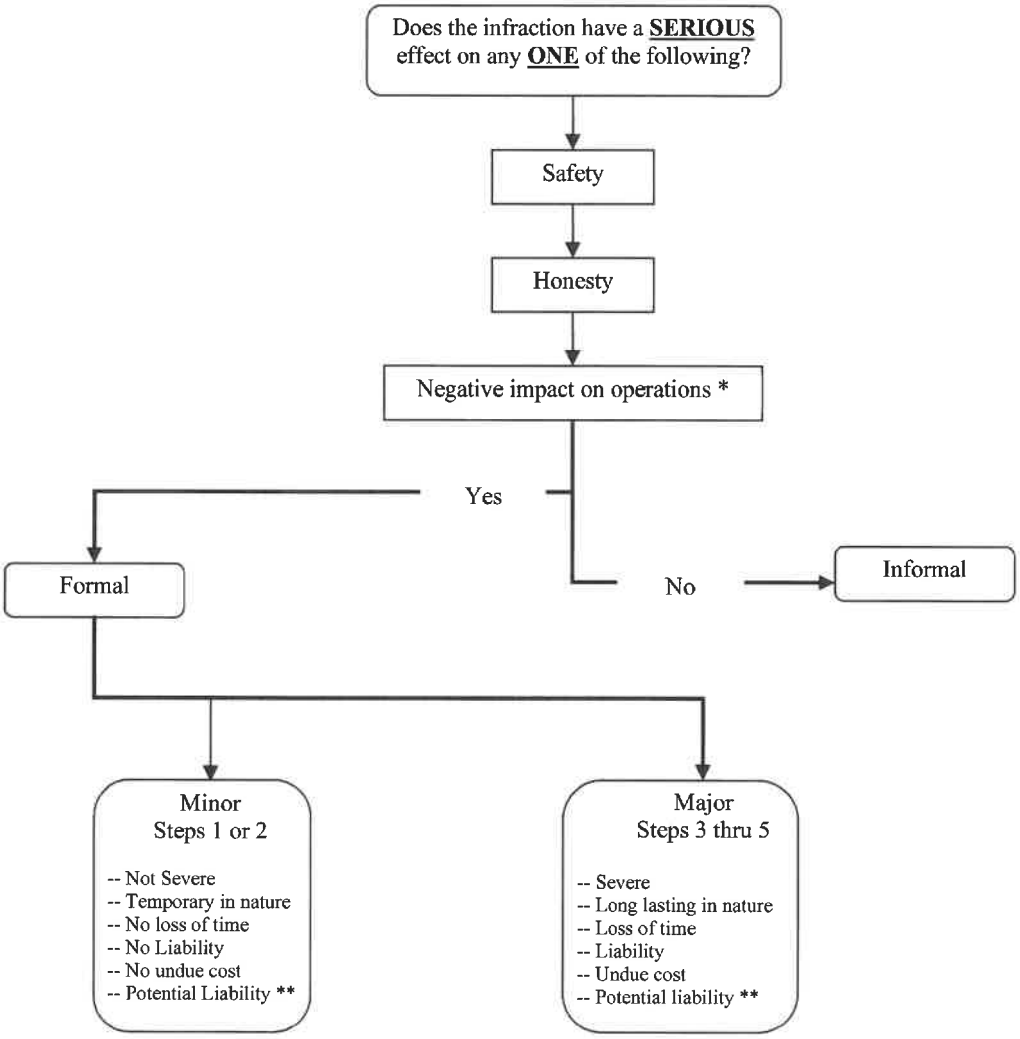
Theory: Since the Fire Department is a publicly funded, service-oriented organization; its operations are constantly scrutinized. Infractions, which result in undue costs or embarrassment to the department, are counterproductive to the success of the Fire Department's overall mission.

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

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

Once the above-mentioned items have been considered, the supervisor must determine the severity of the infraction. Was this a **minor** or **major** infraction? A minor infraction is usually not severe, is temporary in nature, and does not result in undue cost or liability/potential liability to the department or city. A major infraction is usually severe, long lasting, or results in undue costs or liability/potential liability to the Fire Department or City.

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 Fire Chief or designee that failure to correct a problem could lead to more serious discipline. This action has an active life span of 6 months.

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

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

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

Step 5: 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's expectations.

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

DISCIPLINARY DECISIONS AND MATRIX ENTRY

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

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

1. There is insufficient evidence to support the action.
2. Procedures and legal requirements have been overlooked.

3. The case is unable to withstand counterpoints from the employee.
4. The action proposed is not consistent with previous decisions in similar circumstances.
5. The action proposed is unacceptable considering the employee's *overall* disciplinary history.

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

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

RULES, MATRIX AND CONCEPTS

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

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

Counseling: 6 months

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

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

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

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

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

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

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

Counseling: No more than 1 in each category.
Formal Actions:

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

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

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

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

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

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

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

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

To demonstrate how overall behavior is the focus of a successful program, let's demonstrate how Employee X can reach a Step 4 action in the category of Conduct without receiving a Step 3 action in that same category. Referring to the progression chart below, you will see that Employee X received an additional Step 3 action for a problem in the category of Performance, putting Employee X at the maximum number of Step 3 actions permitted (two). A Step 2 in Performance is not allowed under the rules since Step 2 actions are still active.

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

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

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

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

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

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

ADMINISTRATIVE HEARINGS

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

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

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

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

Following the Administrative Hearing, a decision regarding the appropriate disciplinary action to be taken, if any, will be made by the Fire Chief or Assistant Fire Chief. All decisions will be governed by rules of the Formal Process. The decision will be communicated to the employee and the Union within fifteen (15) calendar days after the

Administrative Hearing, unless a different timeline is mutually agreed to. The decision is communicated during a Disciplinary Meeting by the Fire Chief or designee.

DISCIPLINARY MEETINGS

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

Disciplinary Meetings should not 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.

DOCUMENTATION

All disciplinary actions above a coaching 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.

REPRESENTATION

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

Employee Rights: The supervisor shall notify the employee of his/her right to have union representation present during any meeting that may result in formal disciplinary action. If an employee requests that a union representative be present, the supervisor must contact a Local 1607 Principal Officer or those persons authorized to act on behalf of the Union. If there are none available, the meeting shall be postponed until a representative is available. All North Las Vegas Fire Department employees are protected by the "Garrity Rights" in any disciplinary process that may involve criminal activity. The Garrity Rights prohibit the use of statements gathered during an investigation in subsequent criminal proceedings. As stated under Preparing for an Investigative Interview, if any information suggests that the incident may be criminal in nature, the investigation or violation shall be immediately referred to the Fire Chief or his designee.

During the Disciplinary Meetings: Supervisors should follow proper procedures whether a union representative is present or not. If the employee or union disagrees with the disciplinary action, a grievance can be filed and the situation reviewed through the grievance procedure. Informal actions and counseling are not subject to the grievance procedure. Steps One through Five 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.

Appendix C: IAFF Hourly Wage Scale
July 1, 2025
Includes 2.6% COLA

Appendix C: IAFF Wage Scale 7/1/2025 Includes 2.6% COLA										
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Fire Battalion Chief	$96,893.83	$101,718.41	$106,774.32	$112,095.10	$117,674.03	$124,663.83	$130,872.49	$137,389.05	$144,227.03	$151,432.49
EMS Division Chief	$96,893.83	$101,718.41	$106,774.32	$112,095.10	$117,674.03	$124,663.83	$130,872.49	$137,389.05	$144,227.03	$151,432.49
Fire Investigations Commander	$96,893.83	$101,718.41	$106,774.32	$112,095.10	$117,674.03	$124,663.83	$130,872.49	$137,389.05	$144,227.03	$151,432.49
Fire Logistics Division Chief	$96,893.83	$101,718.41	$106,774.32	$112,095.10	$117,674.03	$124,663.83	$130,872.49	$137,389.05	$144,227.03	$151,432.49
Deputy Fire Marshal	$93,750.73	$98,418.28	$103,314.43	$108,457.65	$113,859.21	$120,622.15	$126,627.82	$132,931.68	$139,547.62	$146,523.20