

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

July 1, 2020 through June 30, 2021

**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".

Non-Supervisor Agreement Between the City of North Las Vegas and the  
International Association of Fire Fighters Local 1607.

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1 **Article 1. GENDER, NUMBER, AND TENSE**

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

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

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

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

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

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

14

1 **Article 2. RECOGNITION / CLASSIFICATIONS**

2 **Section 2.01 Recognition**

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

10 **Section 2.02 Classifications**

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

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

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

19

1 **Article 3. NO STRIKE**

2 **Section 3.01 No Strikes**

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

5

1 **Article 4. PAYROLL DEDUCTIONS**

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

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

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

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

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

19



1 **Article 5. UNION BUSINESS**

2 **Section 5.01 Union Business Leave**

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

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

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

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

26 **Section 5.02 Negotiations**

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

30 **Section 5.03 Grievance**

31 All Union members of the grievance committee or the employees seeking  
32 a settlement through the grievance procedure shall be granted time off for

1 all meetings, without loss of pay or any accrued leave. Said meetings  
2 shall be set at a time mutually agreed upon by the City and the Union.  
3

1 **Article 6. NON-DISCRIMINATION**

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

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

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

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

13

1 **Article 7. COMMUNICATIONS**

2 **Section 7.01 Bulletin Boards**

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

6 **Section 7.02 E-Mail**

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

14

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

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

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

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

19 (C) Administrative Directive – A document to immediately create a Standard  
20 Operating Guideline due to the nature and/or urgency of the content.  
21 The Administrative Directive will generally be created by  
22 recommendations from the Health and Safety Committee and/or from  
23 the Operations Committee. Union leadership will be advised and have  
24 input prior to any Administrative Directive being distributed. If, for safety  
25 concerns, an Administrative Directive is implemented without Union  
26 review and signature, any objection raised by the Union shall be  
27 discussed with the City. If the objection cannot be resolved, the dispute  
28 shall be subject to the grievance procedure set forth in this Agreement.  
29 Administrative Directives will be implemented immediately and  
30 disseminated to Fire Department personnel through Target Solutions or  
31 equivalent. Administrative Directives shall be replaced with an SOG  
32 within 90 days of implementation.

33 (D) The City and the Union recognize that the matters covered by  
34 Administrative Directives and Standard Operating Guidelines may  
35 include matters which are not subject to mandatory bargaining under  
36 the provisions of NRS 288. The City and the Union also recognize that

1           these Administrative Directives and Standard Operating Guidelines are  
2           subject to change by the Fire Chief provided, however, that subjects of  
3           mandatory bargaining are negotiated.

4           **Section 8.02     Labor Management Communication and**  
5           **Amendments**

- 6
- 7           (A) Memorandum of Understanding (MOU) - A formal document which  
8           captures changes / modifications to existing contract or agreement  
9           language between parties mid contract. The MOU shall expire at the  
10          commencement of the next agreement, unless otherwise specified.
- 11
- 12          (B) Letter of Understanding (LOU) – A formal document which clarifies the  
13          intent and/or outlines the mutual understanding of contract or agreement  
14          language between parties.
- 15

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

2 **Section 9.01 Prevailing Rights**

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

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

19 **Section 9.02 Management Rights**

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

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

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

28 (3) The right to determine:

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

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

- 1           c) The quality and quantity of services to be offered to the public; and
- 2           d) The means and methods of offering those services.
- 3           (4) Safety of the public
- 4           (B) Notwithstanding the provisions of this collective bargaining agreement,  
5           the City is entitled to take whatever actions may be necessary to carry  
6           out its responsibilities in situations of emergency such as riot, military  
7           action, natural disaster, or civil disorder. Those actions may include  
8           suspension of any collective bargaining agreement for the duration of  
9           the emergency. Any action taken under the provisions of this  
10          subsection must not be construed as a failure to negotiate in good faith.
- 11          (C) The Union recognizes and declares the ultimate right and responsibility  
12          of the local government employer to manage its operation in the most  
13          efficient manner with the best interests of all citizens, its taxpayers and  
14          its employees.
- 15          (D) The City is not precluded, but is not required to negotiate subject  
16          matters outside the scope of mandatory bargaining as enumerated in  
17          NRS Chapter 288.150. The City shall discuss subject matters outside  
18          the scope of mandatory bargaining as enumerated in NRS Chapter  
19          288.150, but it is not required to negotiate those matters.
- 20



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

3 ***Section 10.01 Participation Coverage***

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

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

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

13 (D) The Union and the City agree that injuries or illness incurred by  
14 employees of the Collective Bargaining Unit while performing outside  
15 agency related duties or training will be covered by the worker  
16 compensation benefits of the city.  
17

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

3 ***Section 11.01 Agreement***

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

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

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

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

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

24

1 **Article 12. STAFFING**

2 **Section 12.01 Designation of Apparatus**

3 (A) The Fire Chief or designee shall designate whether an apparatus is in  
4 service and its classification. For purposes of this article, in service is  
5 defined as a unit to which personnel are assigned.

6 (B) In the event there is an absence of an assigned member from an in  
7 service unit, that unit may operate at a reduced staffing level for no  
8 longer than four (4) hours.

9  
10 Note: The purpose of this article is to keep an Engine, Truck and Rescue  
11 in service in the event an assigned member is unexpectedly required to  
12 leave. The Union and City recognize that operating at less than full  
13 staffing creates a safety concern and will only be implemented when  
14 necessary. If the vacancy occurs prior to the start of a shift, then it will be  
15 filled with a force hire, if unable to fill from the availability list.

16 (C) If the Fire Fighter Paramedic is unexpectedly required to leave and  
17 another certified paramedic is assigned to that unit, an Engine or Truck  
18 may remain in service as an ALS unit for a maximum of four (4) hours.  
19 The Engine or Truck will remain an ALS unit up to four (4) hours if the  
20 assigned Engineer or Company Officer is a currently registered  
21 paramedic.

22 **Section 12.02 Minimum Staffing of In-Service Apparatus**

23 (A) The Fire Department shall staff each in-service Engine with a Captain or  
24 Acting Captain, Engineer or Acting Engineer, Fire Fighter or Fire Fighter  
25 Paramedic, and Fire Fighter Paramedic.

26 (B) The Fire Department shall staff each in service Truck with a Captain or  
27 Acting Captain, Engineer or Acting Engineer, Fire Fighter or Fire Fighter  
28 Paramedic, and Fire Fighter Paramedic.

29  
30 Exception: For back filling purposes only, the Fire Fighter Paramedic position on  
31 an Engine or Truck in accordance with (A) and (B) above may be filled with a  
32 second Fire Fighter if the assigned Engineer or Captain holds a paramedic  
33 certification. TeleStaff will first fill the position with a Fire Fighter Paramedic on  
34 the availability list. If a Fire Fighter Paramedic is not available, TeleStaff will then

1 fill from the Fire Fighter availability list. If no position in the rank of Fire Fighter is  
2 available, then TeleStaff will force hire from the Fire Fighter Paramedic list.  
3 Note: The purpose of this exception is to prevent force hires, as mandatory force  
4 hires are a safety concern for the Union and the City.

5 (C) The Fire Department shall staff each in service Rescue with one (1) Fire  
6 Fighter or Fire Fighter Paramedic and one (1) Fire Fighter Paramedic.

7 (D) The Fire Department shall staff each Air Resource with an Engineer or  
8 Acting Engineer, and one (1) Fire Fighter.

9  
10 Exception: The Fire Fighter position on the Air Resource may be filled with any  
11 qualified, unassigned suppression personnel if the assigned Fire Fighter (per  
12 Article 28) is absent, before using overtime or force hire to staff the Air  
13 Resource. For back filling purposes, TeleStaff will first fill the position with a Fire  
14 Fighter on the availability list. If a Fire Fighter is not available, TeleStaff will then  
15 fill from the Fire Fighter Paramedic list. If a Fire Fighter Paramedic is not  
16 available TeleStaff will then fill from the Engineer list. If no position in the rank of  
17 Fire Fighter, Fire Fighter Paramedic, or Engineer is available then TeleStaff will  
18 force hire from the Fire Fighter rank.

19  
20 Note: The purpose of this exception is to prevent force hires, as mandatory force  
21 hires are a safety concern for the Union and the City.

22

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

2 **Section 13.01 Supply**

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

8 (B) The City shall provide a uniform allowance to all personnel covered by  
9 this Agreement, except Fire Prevention Staff, to buy and maintain Class  
10 A and Class B uniforms, which shall be \$1,800 annually, and will be  
11 distributed evenly in the employee's first two (2) paychecks each month.  
12 The uniform allowance shall be \$900 annually for Fire Prevention Staff  
13 and will be distributed evenly in the employee's first two (2) paychecks  
14 each month.

15 (C) The Union agrees to comply with the City's logo policy, which allows the  
16 Fire Department to use their badge/patch in place of the City's logo as  
17 its badge/patch contains the City logo.

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

20 (E) Upon hire, employees covered by this Agreement, except Fire  
21 Prevention Staff, shall receive a six (6) month advance (\$900.00) for the  
22 initial purchase of uniforms. The employee will then receive regularly  
23 scheduled payments starting with the thirteenth (13<sup>th</sup>) payment. Should  
24 the employee quit or be terminated, the amount advanced shall be  
25 prorated according to the days worked and any monies due to the City  
26 will be deducted from the employee's final check.

27 (F) Beginning July 1, 2016 all Class B uniforms are required to be Nomex  
28 (fire resistant) material.

29 (G) The City will provide Fire Prevention Staff with uniforms, including  
30 boots, pants and shirts, in accordance with the Community  
31 Development and Compliance Department uniform policy. Uniforms  
32 should display "Fire" in the uniform logo.  
33

1    **Section 13.02   Standards**

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

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

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

14    **Section 13.03   Cleaning**

15          The City shall provide washers and dryers for laundering contaminated  
16          uniforms.

17

1 **Article 14. HOURS**

2 **Section 14.01 Non-Suppression Personnel**

3 **Section 14.02** *Full time employees shall be required to work ten (10) hours*  
4 *a day, forty (40) hours per week, two thousand eighty (2080) hours per*  
5 *year. The workday shall consist of ten (10) consecutive hours, including at least*  
6 *a one-half hour on-call lunch. The workweek shall consist of any four (4)*  
7 *consecutive ten (10) hour days out of seven (7) calendar days.*

8 **Section 14.03 Suppression Personnel**

- 9 (A) Full time employees shall work two (2) consecutive twenty-four (24)  
10 hour periods, for a total of forty-eight (48) hours on duty, followed by  
11 four (4) consecutive twenty-four (24) hour periods off duty, for a total of  
12 ninety-six (96) hours off duty. A calendar day ends at midnight (0000)  
13 hours. A shift shall be a period of twenty-four (24) hours.
- 14 (B) (B) 56-hour employees shall be paid for 116.778 hours a pay period at  
15 their hourly wage. These hours represent an extrapolation of FLSA and  
16 hours worked over a nine (9) pay period cycle.

17 **Section 14.04 Schedule Changes**

- 18 (A) When an employee's scheduled shift is permanently modified, adjusted  
19 or changed, the Union and the City shall meet and confer prior to  
20 implementation.
- 21 (B) The City shall present a written outline of material business changes at  
22 least thirty (30) days prior to such change.
- 23 (C) Schedules may be changed from time to time by the City if business  
24 conditions materially change, but only for the duration of such  
25 conditions. When this occurs, the City shall meet and confer with the  
26 Union at least ten (10) calendar days prior to such schedule changes.
- 27 (D) An employee may petition the Fire Chief for approval of a shift  
28 adjustment and will notify the Union of the change.
- 29 (E) If an employee and the Fire Chief mutually agree that a shift adjustment  
30 is necessary for operational effectiveness, a change in shift schedule  
31 will be mutually agreed upon with the Union President or designee.

1 **Article 15. LEAVE OF ABSENCE**

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

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

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

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

17



1 **Article 16. ANNUAL LEAVE**

2 **Section 16.01 Annual Leave**

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

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

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

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

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

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

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

26 (E) All employees assigned a 56-hour workweek at the start of their  
27 sixteenth year of employment with the City shall accrue vacation  
28 benefits at the rate of fourteen (14) 24-hour shifts per year. This will be  
29 accrued at a bi-weekly rate of 12.9231.  
30

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

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

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

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

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

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

22     **Section 16.04    Maximum Accrual**

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

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

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

30     **Section 16.05    Separation**

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

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

14 **Section 16.06 Emergency Annual Leave**

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

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

29 (A) 56-Hour personnel shall be allowed to have the following amount of  
30 employees off per shift on annual leave, bonus shifts, and holiday leave:

| Total 56-Hour Employees | Employees Per Shift | 67% of One Classification |
|-------------------------|---------------------|---------------------------|
| 120                     | 6                   | 4                         |
| 140                     | 7                   | 5                         |
| 160                     | 8                   | 5                         |
| 180                     | 9                   | 6                         |
| 200                     | 10                  | 7                         |

|     |    |    |
|-----|----|----|
| 220 | 11 | 7  |
| 240 | 12 | 8  |
| 260 | 13 | 9  |
| 280 | 14 | 9  |
| 300 | 15 | 10 |

- 1 (1) The maximum amount of employees off per shift for FY 2017/18, and  
2 FY 2018/19- shall be seven(7).
- 3 (2) The following holiday go-arounds (2 consecutive shifts) shall have three  
4 (3) additional employees off: Independence Day, Thanksgiving, Family  
5 Day, Christmas Eve, and Christmas.
- 6 (3) The following holiday go-arounds (2 consecutive shifts) shall have three  
7 (3) additional employees off: Independence Day, Thanksgiving, Family  
8 Day Christmas Eve, and Christmas. These positions shall not count  
9 toward 67% of classification annual leave spots.
- 10 Note: Personnel requesting annual leave in accordance with Section 16.07(3)  
11 must find their own replacement, in accordance with SOG 1.1.3 Annual/Holiday  
12 Leave Time Schedule.
- 13 (4) No more than 67% (2/3) of allotted annual leave positions can be  
14 occupied by any one classification during vacation selections. During  
15 the course of the year, open annual positions shall be filled on a first  
16 come, first serve basis regardless of classification.

1 (A) If there is a vacation cancellation, movement from the standby list to  
2 scheduled time off can be done.

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

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

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

10 (1) Training Division – one (1) person for two (2) positions, two (2)  
11 personnel for three (3) positions, three (3) personnel for five (5)  
12 positions

13 (2) Fire Prevention Inspectors - No more than 50% of the personnel  
14 assigned to report to work that day.

15

16 (3) Fire Protection Specialist - 1

17 (4) Fire Investigator - 1

18 (5) Fire Equipment Specialist - 1

19 (6) Fire Logistics Officer - 1

20 (7) EMS Coordinator - 1

21 (8) Administrative Captain – 1

22 (9) Accreditation / ISO Coordinator – 1

23 (10) Health Care Coordinator -1

24 (11) Public Education Specialist - 1

25

1 **Article 17. SICK LEAVE**

2 **Section 17.01 Sick Leave Use**

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

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

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

25 **Section 17.02 Accumulation**

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

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

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

33

1     **Section 17.03     *Bonus Shifts***

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

14            The bonus shift accrual program will end on June 30, 2020. Thereafter,  
15            employees may continue to use banked bonus shift time in accordance  
16            with this Agreement until bonus shift banks are depleted.

17     **Section 17.04     *Unused Sick Leave***

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

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

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

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

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

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

1 (2) Starting the sixteenth (16<sup>th</sup>) year of City service, payment shall be  
2 increased by an additional five percent (5%) for each additional year of  
3 service of all unused sick leave up to a maximum of 1000 hours.  
4 Unused sick leave payment shall not exceed 1000 hours.

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

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

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

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

25  
26 (A) 56-hour employees who exceed 2800 hours of sick leave shall have fifty  
27 percent (50%) of the hours that exceed 2800 deposited into their Health  
28 Reimbursement Arrangement (HRA) administered by the North Las  
29 Vegas Fire Fighters Union Health and Welfare Trust. The money shall be  
30 deposited into the Trust at the employee's current rate of pay (plus  
31 longevity) in the first pay period that includes July 1<sup>st</sup>. The City will  
32 provide the Union with a breakdown of the deposit to include the quantity  
33 of sick leave hours and monetary value for each employee. The  
34 remaining fifty percent (50%) of sick leave hours shall be deposited into  
35 an emergency sick leave bank, which is not eligible for payout at any time  
36 including separation. Emergency sick leave bank hours shall be used  
37 only upon exhaustion of all other sick leave hours.  
38



1 (B) 40-hour employees who exceed 1200 hours of sick leave shall have fifty  
2 percent (50%) of the hours that exceed 1200 deposited into their Health  
3 Reimbursement Arrangement (HRA) administrated by the North Las  
4 Vegas Fire Fighters Union Health and Welfare Trust. The money shall be  
5 deposited into the Trust at the employee's current rate of pay (plus  
6 longevity) in the first pay period that includes July 1<sup>st</sup>. The City will  
7 provide the Union with a breakdown of the deposit to include the quantity  
8 of sick leave hours and monetary value for each employee. The  
9 remaining fifty percent (50%) of sick leave hours shall be deposited into  
10 an emergency sick leave bank, which is not eligible for payout at any time  
11 including separation. Emergency sick leave bank hours shall be used  
12 only upon exhaustion of all other sick leave hours.

13  
14 (C) All other sick leave sell back programs will follow City policy.  
15  
16  
17  
18

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

20 **Section 18.01 Light Duty**

21 (A) An employee incapacitated due to an injury that is not work related may,  
22 at the discretion of the Fire Chief or designee, and with the treating  
23 physician's statement of work restriction(s), be placed on light duty  
24 assignment within the City for a period up to ninety (90) days. If the Fire  
25 Chief plans to deny an employee light duty status the Union President  
26 will be notified and consulted. If the Union disagrees with the Fire  
27 Chief's decision the Union can appeal through the grievance process.  
28 The employee shall meet the expectations of the light duty assignment.  
29 If the employee is not meeting the expectations of the light duty  
30 assignment, the employee, the Union, and Fire Administration shall  
31 meet and discuss the expectations. If the employee continues to not  
32 meet the expectations of the assignment, then light duty will be  
33 denied. Light duty assignments greater than ninety (90) days shall be  
34 approved by the Fire Chief and the City Manager. The employee shall  
35 be paid at their current wage for hours worked in a forty-hour workweek.  
36 When an employee is assigned to light duty, time accrued and charged  
37 shall be subject to the conversion factor between suppression and non-  
38 suppression personnel. While on light duty, the employee shall  
39 participate in department level training or classes that other fire

1 personnel are undergoing, as long as the class activities do not pose  
2 any risk to the employee.

3 (B) The City and the Fire Department recognize pregnancy as a normal  
4 occurrence in a woman's life and therefore establish this policy to  
5 implement the provision of light duty assignments for female employees  
6 that are pregnant. Once notification has been made to the City of their  
7 pregnancy, the employee shall be removed from suppression duties  
8 upon their request. The employee shall have the option of being  
9 assigned to light duty or begin using their leave time. If the employee  
10 chooses to be placed onto light duty, they will be paid at their current  
11 wage for hours worked during the 40-hour workweek.  
12

## 13 **Article 19. OCCUPATIONAL INJURIES**

### 14 ***Section 19.01 Workers Compensation***

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

### 18 ***Section 19.02 Modified Duty***

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

28 (B) Return to Work Program (Modified Duty) - An employee injured on the  
29 job may be employed in Temporary Work Assignments within the  
30 City. The treating physician in concert with the primary physician shall  
31 determine the duties and number of hours per day the employee is able  
32 to perform. The number of hours specified shall be considered a "work  
33 day," and the employee shall be paid one hundred percent (100%) of  
34 the employee's premium wages to include hours in Article 14 Section  
35 14.02(B) for each day worked. (Example: If it is determined that an

1 injured employee can only work five (5) hours per day of their ten (10)  
2 hour work day, payment will be made as if the employee worked the  
3 entire ten (10) hours.) When an employee is assigned to modified duty,  
4 time accrued and charged shall be subject to the conversion factor  
5 between suppression and non-suppression personnel.

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

13

## 14 **Article 20. BEREAVEMENT LEAVE**

### 15 ***Section 20.01 Bereavement Leave***

16 (A) A 56-hour employee may be granted a maximum leave of up to three  
17 (3) 24-hour shifts off with pay for death of an employee or spouse's  
18 immediate family member.

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

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

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

28

1 **Article 21. MILITARY LEAVE**

2 **Section 21.01 Military Leave**

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

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

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

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

23

1 **Article 22. JURY DUTY**

2 **Section 22.01 Jury Duty**

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

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

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

9

1 **Article 23.      **CONVERSION****

2 ***Section 23.01    Conversion***

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

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

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

14  
15  
16      Positions classified in the 56-hour workweek that are assigned to a 40-  
17      hour workweek will continue their 56-hour contractual accruals (annual,  
18      holiday, sick) subject to the conversion factor.

19

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

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

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

8

1 **Article 25. HOLIDAYS**

2 **Section 25.01 Received Holidays**

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

9 (B) The holidays covered under this agreement are:

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



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

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

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

4 **Section 25.02 Holiday Accrual**

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

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

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

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

13 **Section 25.03 Payment of Holidays**

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

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

29 (C) 56-hour employees that exceed one thousand forty (1040) hours of  
30 holiday leave will have the additional hours above 1040 paid to the  
31 employee up to a maximum of 100 hours. Forty percent (40%) of the  
32 hours above 1040, with a maximum of forty (40) hours, shall be

1 deposited into the employee's paycheck. Forty percent (40%) of the  
2 hours above 1040, with a maximum of forty (40) hours, shall be  
3 deposited into the employee's Health Reimbursement Arrangement  
4 (HRA) administered by the North Las Vegas Fire Fighters Union Health  
5 and Welfare Trust. The remaining twenty percent (20%) will be  
6 forfeited. The City will provide the Union with a breakdown of the  
7 deposit to include the quantity of holiday leave hours and monetary  
8 value for each employee. The above payments shall be made at the  
9 employee's current rate of pay (plus longevity) in the first pay period  
10 that includes July 1<sup>st</sup>. This sell back will begin in 2016.

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

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

35

1 **Article 26. INSURANCE / BENEFITS**

2 **Section 26.01 Life Insurance**

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

6 **Section 26.02 Health Benefits**

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

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

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

21 **Section 26.03 Liability**

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

26

1 **Article 27. ANNUAL PHYSICALS**

2 **Section 27.01 Physical Examinations**

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

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

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

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

27

1 **Article 28. ASSIGNMENTS**

2 **Section 28.01 Assignments**

- 3 (A) Assignments shall be based on seniority within classification.
- 4 (B) All assignments shall be for a station. The number of assignments shall  
5 be equivalent to the positions on minimum staffed apparatus in  
6 accordance with the Staffing article.
- 7 (1) For purposes of identification assignments will be posted by platoon,  
8 station, and classification.
- 9 (2) The Captain with the higher seniority in classification shall decide the  
10 daily staffing of the units within their assigned station.
- 11 (C) A 56-hour employee that voluntarily takes a 40-hour temporary  
12 assignment shall retain their permanent assignment for up to one (1)  
13 year. Upon the agreement of the Fire Chief or designee and the Union,  
14 the employee shall have the ability to extend this time frame.
- 15 (D) Assignments at a station requiring a specialty of hazardous materials,  
16 technical rescue, or aircraft rescue firefighting shall be awarded by  
17 seniority within classification.
- 18 (1) Appropriate certifications shall be obtained within one calendar year  
19 from the date of assignment.
- 20 (2) If an employee's certifications lapse due to non-injury or illness, then  
21 their assignment shall be terminated.
- 22 (E) Employees shall not bid an assignment during their first year of  
23 employment.
- 24 (F) Employees shall remain in their bid assignment for a minimum of thirty  
25 (30) days.
- 26 (G) Although the parties intend that assignments are to be permanent  
27 insofar as practicable, the Fire Chief shall have the right to initiate,  
28 approve or disapprove assignments to promote efficiency of the Fire  
29 Department.
- 30

1     **Section 28.02   Assignment Vacancy**

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

7     **Section 28.03   Training Assignment**

- 8             (A) A minimum of two (2) Fire Captains shall be assigned to the Training  
9             Division to serve as Training Captains. Filling the Training Captain  
10            positions shall be on a seniority basis in accordance with Article 28.
- 11            (B) Should no current Fire Captains volunteer to fill a vacant position(s) in  
12            the Training Division, the position shall be filled on a seniority basis,  
13            starting with the Fire Captain with eighteen (18) months in classification  
14            and having the least in-grade seniority.
- 15            (C) A Fire Captain assigned to the Training Division shall serve a minimum  
16            of twelve (12) months in this position. The length of commitment may  
17            be extended by mutual agreement of the Fire Captain and the Fire  
18            Chief. Once a Fire Captain has served his/her mandatory 12-month  
19            period in training, they will not be obligated to another 12-month rotation  
20            until all other eligible Captains have served their 12-month training  
21            obligation.

22    **Section 28.04   Pay and Benefits**

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

1 hour pay rate. The overtime policy and all related SOG's will be  
2 adhered to.

3 **Article 29. SENIORITY**

4 **Section 29.01 Seniority List**

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

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

17 (1) Fire Department hire date

18 (2) Final Training Academy Grade

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

22 (3) Entrance Examination Test Score

23

24 (4) Date of original application

25

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

- 1 (C) Classification seniority is seniority based on the employee's total length  
2 of service in the current classification. Classification seniority for  
3 positions normally filled by promotional examinations shall be  
4 determined by:
- 5 (1) Date of promotion
- 6 (2) Promotional examination grade
- 7 (3) Department seniority
- 8
- 9 In the event factor 1 is not conclusive, factor 2 shall govern. If factor 2 is not  
10 conclusive, factor 3 shall govern.



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

3 (E) Classification seniority for the Fire Fighter Paramedic position shall be  
4 the employee's hire date if certified as a paramedic upon hire or the  
5 date the employee completes the classroom portion of paramedic  
6 school. Order of seniority will be determined by Fire Department  
7 seniority.

8 (F) The seniority list in effect as of June 30, 2015 will apply to employees  
9 hired before July 1, 2015.

10 (G) The employee's Fire Department hire date shall be used for annual step  
11 increase. Promotional date is for change in classification only.

12 **Section 29.02 Purpose**

13 (A) Fire Department seniority shall be used for purposes of annual leave  
14 selection, layoffs and recalls.

15 (B) Classification seniority shall be used for purposes of assignments.

16 **Section 29.03 Break in Service**

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

20 (B) When an employee has a break in service because of voluntary  
21 separation, the employee shall not be credited with that prior service  
22 time should the employee later return to City service.  
23

1 **Article 30. EXCHANGE OF TIME**

2 **Section 30.01 Exchange of Time**

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

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

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

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

13 (4) In the event an employee that is scheduled to work a shift trade does  
14 not report for duty, the employee that is regularly scheduled will be  
15 reduced an equivalent amount of hours to the trade. The hours shall be  
16 taken from Sick Leave and/or other leaves in accordance with Section  
17 17.01.

18

1 **Article 31. PROMOTIONS**

2 **Section 31.01 Eligibility**

3 (A) The Fire Department shall provide the Human Resources Department  
4 with an accurate list of those candidates eligible to compete for each  
5 classification prior to posting of the job announcement. The Fire  
6 Department shall validate the eligibility of all applicants of the  
7 classification posting within seven (7) calendar days of closing.

8 (B) To have the opportunity to take a promotional examination for an  
9 eligibility list, an applicant must meet the minimum qualifications by no  
10 later than 1700hours. of the City workday prior to the test  
11 date. Minimum qualifications shall be established by the Director of  
12 Human Resources or designee, Fire Chief, and Union President.

13 (C) All promotional vacancies for classifications within the bargaining unit  
14 shall be filled by promotion from within the Fire Department.

15 (D) Employees who are promoted will be placed in their new rank, pay  
16 grade step, to be at least five percent (5%) above their current step plus  
17 their EMS incentive pay, if applicable.

18 **Section 31.02 Posting**

19 (A) If applicable, bibliographies shall be posted a minimum of one hundred  
20 twenty (120) calendar days in advance of the month of testing.

21 (B) The following is the schedule for all classification postings for  
22 promotional opportunities:

23 (1) Engineer will be posted for a minimum of three (3) weeks during the  
24 month of July on even years.

25 (2) Captain will be posted for a minimum of three (3) weeks during the  
26 month of July on odd years.

27 (3) Battalion Chief will be posted for a minimum of three (3) weeks during  
28 the month of January on even years.

29 (C) The City shall have five (5) City workdays to resolve all appeals to  
30 certify and publish a promotional list for the following dates:

- 1 (1) The Engineer promotional list shall be effective from October 1<sup>st</sup> of the  
2 testing year through September 30<sup>th</sup> of the following even year.
- 3 (2) The Captain promotional list shall be effective from October 1<sup>st</sup> of the  
4 testing year through September 30<sup>th</sup> of the following odd year.
- 5 (3) The Battalion Chief promotional list shall be effective from April 1<sup>st</sup> of the  
6 testing year through March 31<sup>st</sup> of the following even year.
- 7 (D) The City shall maintain and post the two-year promotional list that is  
8 established and a copy shall be furnished to the Union upon publication  
9 of the list.

10 **Section 31.03 Examination Procedures**

- 11 (A) All applicants shall apply for the posted position through the City's  
12 designated application process by the closing of the job opening.
- 13 (B) Examinations may include written, practical, assessment center, oral  
14 board, or any combination of the aforementioned at the sole discretion  
15 of the Fire Department.
- 16 (C) The Fire Department will determine the weights (percentages) to be  
17 used for each phase, and will meet and confer with the Union over any  
18 changes. The minimum passing score shall be seventy percent (70%)  
19 for each phase or section of the testing process. A candidate will not  
20 proceed in the testing process if he/she does not achieve at least a seventy  
21 percent (70%) on the written, practical, assessment center or oral board.  
22 Each section will be weighted with a percentage to give an overall  
23 score. The overall score shall be seventy percent (70%) to be  
24 considered passing.
- 25 (D) The Fire Department will provide employee development opportunities  
26 for all personnel interested in testing for promotion to the rank of  
27 Engineer and Captain within the Fire Department. The following will be  
28 the dates for development and testing for the positions of Engineer and  
29 Captain:
- 30 (1) The Fire Department will provide Engineer Development School (EDS)  
31 between the months of January-April in even years. Testing for  
32 Engineer will be conducted during the month of September in even  
33 years.

- 1           (2) The Fire Department will provide Officer Development School (ODS)  
2           between the months of January-April in odd years. Testing for Captain  
3           will be conducted during the month of September in odd years.
- 4           (3) The Fire Department will test for the position of Battalion Chief during  
5           the month of March in even years.
- 6           (E) All other promotional examinations will occur, as needed, with the  
7           required one hundred and twenty (120) calendar days in advance  
8           posting of the bibliography.
- 9           (F) Any promotional examination grading panel shall consist of one  
10          individual of equal rank and two individuals of equal or greater rank for  
11          the position being tested.
- 12          (G) If identical scores are achieved, ranking shall be determined by Fire  
13          Department seniority.

14    **Section 31.04    Review Procedure**

- 15          (A) Upon completion of the written exam, the candidate shall be afforded  
16          the opportunity to review the written test within five (5) City workdays.  
17          The Fire Department will coordinate the scheduling of the review  
18          process. Candidates may only review those questions they missed on  
19          the written exam. Only candidates may review their examinations.  
20          Outside parties will not be permitted to review any candidate's exam.  
21          The candidate may write down the concept of the question, but shall not  
22          copy the question. The candidate may not copy any portion of the test  
23          or leave with testing material. Recording devices are not permitted  
24          when reviewing the examination.
- 25          (B) After completion of the examination process, candidates shall be  
26          provided an opportunity to review the practical, assessment center or  
27          oral board portions of the exam with the Fire Department Training  
28          Division within sixty (60) calendar days.

29    **Section 31.05    Appeals Procedure**

- 30          (A) Examination scores may only be changed through the examination  
31          appeal process, or to correct mathematical errors.
- 32          (B) Appeals of written examinations shall be made in writing within five (5)  
33          City workdays following the candidate's review of the exam. Appeals

1            must state the reason for the appeal and identify the bibliography  
2            source. The City shall process the appeal.

3            (C) An appeal board shall be convened to review the appeals. This board  
4            shall consist of the Human Resources Director or designee and two  
5            additional individuals knowledgeable in the subject, one to be appointed  
6            by the City and one to be appointed by the Union. The appeal board  
7            shall review only those appeals submitted by the deadline. The board  
8            shall have, by majority vote, the power to either grant or deny an  
9            appeal.

10          (D) If an appealed question is found to be inaccurate, the question shall be  
11          removed from all tests and the total possible questions adjusted  
12          accordingly.

13          (E) If an appealed question is found to have two correct answers, then the  
14          question will remain with two correct answers.

15

1 **Article 32. REDUCTIONS IN FORCE**

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

3 (A) The City will determine the timing of layoffs, the number of employees to  
4 be laid off from either the operations job classifications or support job  
5 classifications of the Fire Department. The distinction of job  
6 classifications between operations and support will only be for use  
7 during the RIF process. The operations job classification will include  
8 Captain, Engineer, Fire Fighter, and Fire Fighter Paramedic. Support  
9 job classifications will include all other classifications. Seniority order  
10 will be: 1) Department; 2) Classification; 3) City. In the event the City  
11 determines a layoff or reduction in force may occur, the Union will be  
12 notified in writing thirty (30) days prior.

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

19 (C) A priority eligible list resulting from a reduction in force shall remain in  
20 effect for three (3) years from date of approval. In the event two (2) or  
21 more employees in the same classification are separated on the same  
22 date, their names shall be placed on the reduction in force list in  
23 accordance with seniority order of (A) above. A person whose name is  
24 on a reduction in force list shall be interviewed and will be selected prior  
25 to the establishment of a promotional or open competitive eligibility list  
26 provided that person meets all requirements for the position.

27 (D) In the event it is determined by the City that apparatus closures are also  
28 a necessary result of the RIF process, displaced employees will be  
29 utilized in the following manner and for as long as those affected  
30 apparatus remain closed, or until affected employees fill vacancies  
31 created by classification openings on other apparatus. All employees  
32 will still be recognized (and compensated) at their current job  
33 classification; however, these employees will also be able to fill other  
34 job classifications previously held.

35  
36 Example: A Captain who previously held the classification of Engineer and  
37 also holds current paramedic licensure could be utilized to offset

1 overtime/staffing needs as a Captain, an Engineer, a Fire Fighter and a Fire  
2 Fighter Paramedic. An Engineer who holds current Paramedic licensure  
3 could be utilized to offset overtime/staffing needs as an Engineer, Fire  
4 Fighter, and a Fire Fighter Paramedic. A Fire Fighter Paramedic can be  
5 utilized as a Fire Fighter.

6 (E) Laid off employees will be responsible for maintaining their (at time of  
7 separation) emergency medical service training status (e.g. EMT,  
8 Advanced EMT, EMT Paramedic) which includes continuing education  
9 units (CEU's), other certificates and any additional training that might be  
10 applicable to maintaining that licensure's currency. Employees that fail  
11 to maintain their licensure will void their eligibility to be rehired by the  
12 City.

13



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

3 **Section 33.01 Purpose**

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

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

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

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

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

27 **Section 33.02 Discipline for Cause**

28 Once probation is successfully completed, an employee may only be  
29 disciplined for just cause. Probationary employees are considered at-will  
30 and may be non-confirmed for any reason. Probationary employees are  
31 not entitled to disciplinary procedures provided for in this Agreement.  
32 Probationary employees are not entitled to grieve their non-confirmation.  
33

1 **Section 33.03 Resignation**

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

5

1 **Article 34. GRIEVANCE PROCEDURE**

2 **Section 34.01 Definition**

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

7 **Section 34.02 Grievance Process** Grievances shall be processed in  
8 the following manner:

9 *Step 1.* If a grievance exists, the Union shall present the signed written  
10 grievance to the Fire Chief within thirty (30) calendar days from the date  
11 the dispute arises.

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

16 *Step 3.* If, within ten (10) calendar days after receipt of the response of  
17 the Fire Chief or their designee, or lack of response, the grievance has  
18 not been settled, the Union may submit the grievance to the City  
19 Manager for his/her review and decision.

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

23 **Section 34.03 Mediation or Arbitration**

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

30 (B) An arbitrator shall be selected from a list of seven (7) names supplied  
31 by the Federal Mediation & Conciliation Service (FMCS). The arbitrator  
32 shall be selected by each party alternately striking a name from the list

1           until there is one name remaining on the list. The Union shall be the  
2           first party to strike a name from the list.

3           (C) The jurisdiction and authority of the arbitrator, and the arbitrator's  
4           opinion and award, shall be confined exclusively to the interpretation  
5           and application of this Agreement and the law. The arbitrator shall have  
6           no authority to add to, detract from, alter, amend, or modify any  
7           provisions of this Agreement. In the case of discipline, the arbitrator's  
8           authority shall be limited to the written charges against the employee  
9           and the discipline given to the employee. The arbitrator shall not hear  
10          or decide more than one grievance without the mutual consent of the  
11          City and the Union.

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

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

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

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

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

34

1 **Article 35. DEFERRED COMPENSATION**

2 **Section 35.01 *Deferred Compensation***

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

5

1 **Article 36. EDUCATIONAL INCENTIVE PAY**

2 **Section 36.01 Compensation**

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

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

11  
12 Associate Degree Monthly: \$50.00

13  
14 Bachelor Degree Monthly: \$75.00

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

17 **Section 36.02 Tuition Reimbursement / Assistance**

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

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

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

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

6 (D) Reimbursement is applicable for a single degree at each level – one  
7 Associates, one Bachelors, one Masters and one Doctorate. Employees  
8 who seek multiple degrees are not eligible for reimbursement.

9 **Section 36.03 Paramedic License**

10 The City will reimburse the costs to obtain paramedic licenses and  
11 certifications for Fire Department personnel up to a maximum of four  
12 thousand (\$4,000) dollars. The City agrees to provide precepting to  
13 employees upon successful completion of a paramedic school. All  
14 requests for reimbursement must be submitted within ninety (90) days  
15 upon successful completion of paramedic school and National Registry.

16  
17 Note: An employee must maintain certification and employment for a  
18 minimum of five (5) years or the employee will reimburse the cost of  
19 paramedic education to the City. The amount of reimbursement will be  
20 prorated based on paramedic service with the City of North Las Vegas  
21 Fire Department. Upon receiving the Southern Nevada Health District  
22 certification, the employee will move to the rank of Paramedic-Fire  
23 Fighter.

24

1 **Article 37. WAGES**

2 ***Section 37.01 Wages***

3

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

7

8 ***Section 37.02 Annual Increases***

9

10 There shall be no Cost of Living Adjustment (“COLA”) paid for fiscal year  
11 July 1, 2020 to June 30, 2021.

12

13



1 **Article 38. PERS**

2 **Section 38.01 PERS Contributions**

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

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

2 **Section 39.01 Call-back Pay**

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

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

9

10

1 **Article 40. OVERTIME PAY**

2 **Section 40.01 Overtime Pay**

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

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

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

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

26

1 **Article 41. EMS PAY**

2 **Section 41.01 EMT Incentive Pay**

3 (A) Engineers and Captains, certified by the Clark County Health District as  
4 Emergency Medical Technician-Paramedic (EMT-P) will receive \$2.60  
5 per hour additional compensation.

6 (B) An employee certified by the Clark County Health District as an  
7 Advanced Emergency Medical Technician (AEMT) shall receive five  
8 percent (5%) of Fire Fighter step 3 pay per hour additional  
9 compensation.

10 (C) As a condition of employment, suppression employees hired after July  
11 1<sup>st</sup> 2007 shall not be able to voluntarily drop their EMT certification.

12 (D) In the event that an EMT license is either involuntarily suspended or  
13 revoked, the employee will be subject to the disciplinary process as  
14 outlined by this Agreement.

15 (E) Paramedic preceptors shall be paid an additional ten percent (10%) of  
16 the employee's base wage hourly rate while in a preceptor role.

17 **Section 41.02 Paramedic License**

18 (A) The City will pay overtime to Fire Fighter Paramedics to attend  
19 mandatory certification classes (ACLS/PALS). The City will not pay  
20 overtime for Engineers and Captains with a current paramedic license  
21 to attend mandatory certification classes (ACLS/PALS).

22 (B) ACLS and PALS will each be offered six (6) times per year by the Fire  
23 Department. The Fire Department will schedule these classes one year  
24 in advance. It is the Paramedic's responsibility to attend these  
25 mandatory classes prior to expiration of certifications.

26 (C) If a Paramedic is unable to attend one of the required scheduled  
27 classes, it will be the responsibility of the Paramedic to maintain their  
28 paramedic certification.

29

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

2 **Section 42.01 Working Out of Classification**

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

7 (B) In order to work out of classification the employee must have completed  
8 the development school for that rank and must be on the current  
9 vacancy's suppression, promotional eligibility list.

10 (C) Eligible Fire Suppression personnel will only be moved into an acting  
11 position so as to prevent a mandatory force hire. TeleStaff will first fill  
12 the vacancy with personnel from the appropriate availability list. If no  
13 one is available to fill the vacant position, then TeleStaff will fill the  
14 position with an on-duty actor unless this results in a force hire in the  
15 actor's position. If no one is available to act in the position, then  
16 TeleStaff will force hire from the appropriate list.

17  
18 Exception: If a mid-shift vacancy occurs and TeleStaff is unable to fill the vacant  
19 position with the same classification then the position can be filled with an  
20 on-duty actor.

21 (D) Working out of classification will not be used unless the vacancy spans  
22 a minimum of one month consecutively, not to surpass a maximum of  
23 six (6) months. The intent of this section is to provide parameters in  
24 which to fill long-term vacancies caused by illness, injury, temporary  
25 reassignments, extended leaves, and other extraneous circumstances  
26 with those who are able to work out of their current classification.

27 **Section 42.02 Administrative Assignment Pay**

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

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

34

1 **Article 43. STANDBY PAY**

2 **Section 43.01 Standby Pay**

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

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

8  
9

1 **Article 44. LONGEVITY**

2 **Section 44.01 Longevity**

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

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

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

15

1 **Article 45. SPECIALTY PAY**

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

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

27



1 **Article 46. BILINGUAL PAY**

2 **Section 46.01 Bilingual Pay**

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

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

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

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1 **Article 47. RESIDENCY**

2 **Section 47.01 Residency**

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4 All Fire Department employees hired after July 1, 2015 will be required to  
5 maintain residency within 100 miles of Clark County, Nevada upon  
6 successful completion of their probationary period. Such employees will  
7 be required to maintain such residency for the duration of their  
8 employment with the City of North Las Vegas Fire Department.  
9 Exceptions may be made on the basis of medical necessity (individual  
10 and/or family).  
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1 **Article 48. REOPENER**

2 **Section 48.01 Reopener Clause**

3 For Article 37 only, if the Consumer Price Index-All Urban Consumers (“CPI-U”)  
4 figure for July 2019, as reported by the United States Department of Labor,  
5 Bureau of Labor Statistics reflects a year over year increase of at least two and  
6 one-half percent (2.5%) compared to July 2018, then the Union shall have the  
7 option of re-opening Article 37 only for further negotiations on COLAs for FY  
8 2019/2020 only.

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1 **Article 49. SAVINGS CLAUSE**

2 ***Section 49.01 Savings Clause***

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

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

3 **Section 50.01 Amendments**

4  
5 This writing constitutes the complete Agreement of the parties.  
6 Any amendments to this Agreement shall be of no validity unless reduced  
7 to writing and signed by both parties.

8 **Section 50.02 Term**

9  
10 This Agreement shall be effective July 1, 2020 and continue in full force  
11 and effect through June 30, 2021 and from year to year thereafter unless  
12 written notice to change or modify is given by either party, not less than  
13 (60) days prior to June 30, 2021. Timely notice by either party to change  
14 or modify shall operate to open all mandatory subjects of bargaining as  
15 defined by law for negotiations.  
16  
17  
18

19 Ratified by City Council  
20 This \_\_\_\_ day of \_\_\_\_\_, 2020

Ratified by the International  
Association of Fire Fighters  
Local 1607

21  
22  
23 \_\_\_\_\_  
24 John J. Lee  
25 Mayor

\_\_\_\_\_

Craig Romey  
President

26  
27  
28 Attest:

29  
30  
31 \_\_\_\_\_  
32 Catherine A. Raynor, MCC City Clerk

33  
34 Approved as to form:

35  
36  
37 \_\_\_\_\_  
38 Micaela C. Moore  
39 City Attorney

Appendix A

**Represented Classifications**

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- Fire Fighter Trainee
- Fire Fighter
- Fire Fighter Paramedic
- Fire Engineer
- Fire Captain
- Fire Prevention Inspector
- Fire Protection Specialist
- Fire Investigator
- Fire Equipment Service Specialist
- Fire Logistics Officer
- Public Education Specialist
- Public Education / Public Information Officer
- Accreditation / ISO Coordinator
- EMS Coordinator
- Health Care Coordinator

Appendix B

**NORTH LAS VEGAS FIRE DEPARTMENT**  
**EMPLOYEE DEVELOPMENT**  
**And**  
**PERFORMANCE PROGRAM**

**THEORY OF EMPLOYEE DEVELOPMENT and PERFORMANCE PROGRAM**

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

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

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

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

Employees contribute to informal resolution by:

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

When it is determined that an employee is unwilling to solve a problem, management is placed into a difficult situation. Placing the responsibility for

1 eliminating the problem squarely on the shoulders of the employee is often the  
2 only solution. Discipline is the compelling tool used to enforce that responsibility.  
3 Failure by an employee to correct a problem results in discipline.

4  
5 It is the underlying theory of the EDPP that when supervisors and employees  
6 work together, most problems can be resolved informally without having to resort  
7 to formal disciplinary measures. Thus, EDPP consists of two parts, involving  
8 informal and formal processes.

9  
10 **EMPLOYEE DEVELOPMENT AND PERFORMANCE PROGRAM IS A TWO**  
11 **PART PROCESS**

12  
13 The “Informal Process” involves techniques that are utilized to:

- 14  
15 • Increase motivation and development.  
16 • Prevent problems from developing.  
17 • Ensure responsibility is not ignored.  
18 • Discover mutually acceptable solutions to problems that do arise.

19  
20  
21 The “Formal Process” involves progressive disciplinary action, and occurs when:

- 22  
23 • Attempts to resolve a problem informally fail.  
24 • An employee is not taking responsibility to correct problems.  
25 • Problems are of an immediate and serious nature and therefore cannot be  
26 dealt with informally.

27  
28 **WHAT IS A PROBLEM?**

29  
30 A problem can be defined as the difference between a management expectation  
31 and an employee’s success in meeting that expectation. Problems vary, but can  
32 generally be assigned to one of three distinct categories: Conduct, Attendance,  
33 or Performance. Each category is defined and examples are provided.

34  
35 **In each case, these are examples only. They are in no way intended to be**  
36 **all-inclusive for the category.**

37  
38 **CONDUCT:** Conduct is a mode or standard of personal behavior. It is how a  
39 person acts or carries him or herself and how that person interacts with those  
40 around him or her. It is more closely related to personal behaviors than to  
41 performance of job tasks. Examples of poor conduct include:  
42



1 ***Insubordination***

- 2 • Criticism or obstruction that interferes with management efforts.  
3 • Willful failure to do an assigned job or obey an order.

4 ***Alcohol or controlled substances***

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

7 ***Fighting***

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

11 ***Threatening or striking another person***

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

14 ***Dishonesty***

- 15 • Falsifying personnel documents.  
16 • Falsification of NLVFD records or incident reports.  
17 • Lying.

18 ***Theft***

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

21 ***Misconduct***

- 22 • Indulging in boisterous conduct or obscene language in public view.  
23 • Engaging in illegal activities, on duty or off duty.  
24 • Inappropriate comments or slurs that may be deemed discriminatory or that  
25 create a hostile work environment.  
26 • Violation of Department Policies, Rules and Regulations, or engaging in other  
27 activities disapproved by the department as stated in writing.  
28

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

32 ***Tardiness***

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

1 **Absenteeism**

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

7 **Abandonment**

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

11  
12 **PERFORMANCE:** Performance refers to a person's ability to do satisfactory and  
13 competent work. **Failure to follow established policies or rules and failure to**  
14 **meet performance standards are among the most common problems**  
15 **associated with performance. The former is within the power of a person**  
16 **to control, and may, therefore, logically result in discipline.** However, the  
17 need for increased training should be considered in making any disciplinary  
18 decision concerning the employee's inability to perform to acceptable standards.  
19 Examples of performance problems include:

20 **Appearance**

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

25 **Safety**

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

30 **Performance of Duties**

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

36

1 **COMPLEX PROBLEMS**

2  
3 Although problems are generally assigned to one of three categories, it is  
4 essential to remember that problems often involve factors that overlap into two,  
5 or even all three categories. For instance, a tardy employee who threatens the  
6 supervisor when confronted has demonstrated problems in two categories:  
7 Attendance and Conduct. As a result, that employee may receive discipline in  
8 two or more categories. Supervisors must remember that it is important to  
9 consider an employee's overall success in meeting expectations.

10  
11 **WHICH PROCESS DO I USE?**

12  
13 When a problem initially arises, the first question usually asked is: Should there  
14 be an attempt to resolve this problem informally, or does the problem warrant  
15 formal discipline? The answer to that question cannot be decided until the  
16 supervisor gathers some basic information concerning the problem.

- 17  
18 • Was there negative action or negligence on the part of the employee that is  
19 intentional?  
20 • Did the action or negligence involve a breach of safety or honesty, or have a  
21 negative impact on operations?  
22 • Was the action or negligence a violation of policy?  
23

24 **INFORMATION GATHERING**

25  
26 Information gathering is a fact-finding mission, and the more time and effort put  
27 into finding out the facts, the easier the rest of the process will be. Information  
28 gathering usually starts as a conversation between the employee and supervisor  
29 to get a general idea of what happened. The supervisor should:

- 30  
31 • Ask as many questions as needed to get the whole picture.  
32 • Talk to co-workers, employees on other shifts, or anyone else with knowledge  
33 about the incident.  
34 • Make a personal observation of any physical items involved.  
35 • Listen attentively to what all parties have to say.  
36 • Keep an open mind.  
37

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

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

1

2 **THE INFORMAL PROCESS**

3

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

12

- 13 • Developmental ***Coaching***
- 14 • The application of ***Training***
- 15 • The removal of ***Obstacles***
- 16 • The timely delivery of ***Feedback***
- 17 • The arranging of ***Consequences***
- 18 • Provide ***Counseling***

19

20 **COACHING**

21

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

26

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

31

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

33

- 34 • Provide employee with positive feedback.
- 35 • When you have to criticize, focus on the problem, not the individual’s  
36 personality.
- 37 • Give employees both positive and negative feedback.
- 38 • Build and maintain strong relationships with employees.
- 39 • Confront employees with problems in their performance.
- 40 • Use active listening skills.

- 1 • Listen more than you talk.  
2

3 As an effective supervisor, you will need to know what to coach and when to  
4 coach. Generally, you will need to assume the role of coach when a member of  
5 your work team does not know how to do an assigned task, performs a job  
6 incorrectly, or does not perform to prescribed standards.  
7

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

10 Once you identify an area that requires coaching, either through direct  
11 observation or an employee's direct request for help, you can develop a coaching  
12 plan. Elements of a plan may include:  
13

- 14
- 15 • Let employees know what is expected of them by clearly defined standards  
16 and job responsibilities. Develop a work plan with agreed upon tasks and  
17 completion dates.
  - 18 • Let employees know how they are doing through positive and negative  
19 feedback, evaluation of performance, and documentation of strengths and  
20 weaknesses.
  - 21 • Mutually develop a plan for improvement. Monitor progress in areas that  
22 need strengthening and suggest and provide appropriate training. Recognize  
23 and praise performance improvement.
  - 24 • Remember the principles of effective communication.  
25

26 **Theory:** If an employee seeks assistance in resolving a problem, there is a  
27 chance that the problem can readily be resolved. If a person does not recognize  
28 that a problem exists, that person will have no reason to change his or her  
29 behavior.  
30

31 ***Guidelines for Effective Coaching:***  
32

- 33 • Resolutions should be discussed in terms of what is desired by the Fire  
34 Department.
- 35 • Employee's comments or reactions should be encouraged.
- 36 • The supervisor should provide a rationale for policies or rules in question.
- 37 • All persons involved should listen carefully. A tip to assist in the  
38 communication process is to re-state what is heard to ensure adequate  
39 understanding.
- 40 • Commitments to change should be sought, and the door should be kept open  
41 for future discussions about the problem.
- 42 • Supervisors should express confidence in the employee's ability to improve.

- 1 • Coaching sessions should end on a positive note.  
2  
3

#### 4 **TRAINING**

5  
6 Training employees for their jobs and developing their skills and abilities are  
7 important responsibilities of the supervisor. Part of your job will be to create a  
8 climate for learning by endorsing training activities, encouraging employees to  
9 take advantage of them, and helping them in every way to grow on the job.  
10

11 Training consists of activities designed to provide employees with the knowledge,  
12 skills, and abilities required to do the job properly. Training usually takes place in  
13 a structured format with pre-established objectives. Problems can arise when  
14 employees are not provided with an appropriate level of training. When this  
15 occurs, attempts to resolve the problem any other way would be unsuccessful.  
16 Training deficiencies may be identified during Coaching sessions, or the  
17 supervisor may have to make a more thorough inquiry into the employee's  
18 training history.  
19

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

#### 22 ***Guidelines for Effective Training:***

- 23  
24 • Supervisors who believe that a lack of training may be contributing to a  
25 problem should ensure that job requirements haven't changed since the  
26 employee was initially trained and that the employee has received appropriate  
27 training in all elements of the job.  
28 • Any deficiency in training should be addressed by providing the employee  
29 with the training needed.  
30 • The supervisor should monitor the employee's performance to determine if  
31 the training was successful.  
32

#### 33 **OBSTACLES**

34  
35 Removing obstacles involves ensuring the employee has the time, tools,  
36 equipment, and proper direction required to do the job. It may involve  
37 determining if anything outside of the supervisor's immediate attention prevents  
38 the employee from doing the job properly. Removing obstacles means that it is  
39 important to look below the surface. Again, problems in this area may be

1 identified during Coaching sessions. Supervisors should be sensitive to  
2 concerns and issues relating to the employee's personal situation. Should the  
3 supervisor identify personal issues relating to performance, the utilization of the  
4 Employee Assistance Program (EAP) is encouraged.

5  
6 **Theory:** If a person does not have the time, tools, or equipment needed to do a  
7 job, receives conflicting instructions, or has serious personal problems that  
8 interfere with doing the job, that person will be unable to do the job properly.

9  
10 **Guidelines for removing Obstacles:**

- 11
- 12 • Supervisors should ensure the employee has the time, tools, and equipment
  - 13 required to do the job properly.
  - 14 • Determine if anything, either from within the organization or from outside of
  - 15 the organization, is preventing the employee from doing the job right.
  - 16 • Determine that specific actions have been taken to remove known obstacles.

17 **FEEDBACK**

18  
19 Supervisors should give employees feedback to tell them how they are doing.  
20 Feedback can be used to discipline, correct, inform, or praise the performance of  
21 employees.

22  
23 Many supervisors mistakenly assume that employees know both how well they  
24 are doing and how well their supervisor thinks they are doing. It is the  
25 supervisor's responsibility to tell employees about their performance through  
26 feedback.

27  
28 Giving feedback to all employees - good and poor – is important. If we offer  
29 feedback just to poor performers, we ignore the needs of good employees who  
30 should be recognized for their efforts. Giving positive feedback is worth a  
31 supervisor's time. By not correcting less productive performers through feedback  
32 you may be implying that you are pleased with their performance.

33  
34  
35 Feedback is the act of providing specific qualitative and/or quantitative  
36 information about conduct, attendance or performance, in relation to a given  
37 standard or goal. For example, when a problem arises, the supervisor may elect  
38 to Coach the employee as a method of informal resolution. If the problem does  
39 not go away at that point, the supervisor should provide timely feedback on the  
40 employee's success or failure at resolving the problem. Otherwise, the problem  
41 may not go away or may become worse.

1  
2 **Theory:** If a person does not know exactly how well or how poorly he or she is  
3 doing, there is no way his or her performance can be improved. Regular, short-  
4 term feedback is essential.  
5

6 **Guidelines for Effective Feedback:**

7  
8 Supervisors should evaluate the following questions:  
9

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

13 **CONSEQUENCES**

14  
15 Arranging consequences consists of ensuring it actually does make a difference,  
16 both to the employee and the organization, that a job is done and done correctly.  
17

18 **Theory:** If an employee determines that it actually doesn't matter if the job is  
19 done correctly, or if the consequences of doing a job properly or quickly are  
20 unpleasant, ultimately he or she will stop doing it correctly. For example: Does  
21 doing the job properly or quickly result in additional work for the employee?  
22

23 **Guidelines for arranging Consequences**

24  
25 Supervisors should evaluate the following questions:  
26

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

30 **COUNSELING**

31  
32 Counseling is a serious discussion between a supervisor and an employee  
33 designed to correct employee problems. Counseling is planned, has a specific  
34 purpose, and is intended to result in a specific action(s). When the supervisor  
35 identifies a problem that requires more than a coaching session or determines  
36 that coaching has failed to resolve a problem, he or she should make  
37 arrangements to conduct a Counseling Session with the employee.  
38



1 **Counseling Procedure:**

2  
3 Once the supervisor has made a decision to counsel an employee, the next level  
4 supervisor will be contacted and informed of the proposed counseling. For  
5 example, the Captain will contact the Battalion Chief. The Battalion Chief or next  
6 level supervisor will confirm the counseling recommendation by:

- 7  
8 • Comparing the counseling against the employee's disciplinary matrix.  
9  
10 • Determine whether or not the counseling conforms to the discipline process  
11 and is consistent with previous decisions in similar circumstances.  
12

13 If the Battalion Chief or next level supervisor confirms the counseling  
14 recommendation a Counseling session should be performed and documented  
15 using the NLVFD Counseling form (Appendix A). A copy of the form will be given  
16 to the employee, the Captain or next level supervisor will maintain a copy for 6  
17 months, and the Battalion Chief will enter the counseling session into the  
18 disciplinary matrix.  
19

20 If the employee's disciplinary history will not allow counseling or if it is determined  
21 that previous similar circumstances have resulted in formal discipline, the  
22 Assistant Fire Chief or Fire Chief will move to the Formal Discipline Process and  
23 conduct an Investigative Interview.  
24

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

27  
28 **Guidelines for Effective Counseling:**

29  
30 The guidelines for effective counseling are similar to those for effective coaching. However,  
31 supervisors are encouraged to consider the use of privacy, appropriate communication  
32 techniques, and overall tone of discussion to differentiate a counseling session from a coaching  
33 session. Counseling sessions should end on a positive, yet serious note.  
34

- 35 • Problems should be stated in terms of desired versus actual conduct,  
36 attendance, or performance.  
37 • The employee should be encouraged to provide comments or reactions.  
38 • The supervisor should provide a rationale for policies or rules violated.  
39 • All persons involved should listen carefully. A tip to assist in the  
40 communication process is to re-state what is heard to ensure adequate  
41 understanding.

- 1 • Commitments to change should be sought and the door should be kept open  
2 for future discussions about the problem.
- 3 • Necessary changes and appropriate time frames for compliance should be  
4 explained so that employees are aware of specific actions required of them.
- 5 • Supervisors should express a confidence in the employee's ability to improve.
- 6 • Counseling sessions should end on a positive yet serious note.

## 10 **SUMMARY**

11  
12 Supervisors should integrate the use of informal techniques into their everyday  
13 management style. If they do so, they will see a decline in the number of  
14 problems they must address. The use of informal techniques should become  
15 second nature.

16  
17 Attention to the six strategies or techniques by the supervisor is an important  
18 step to assist the employee in eliminating a problem. It can then be more easily  
19 determined when a problem persists, that the employee has not taken enough  
20 responsibility upon himself or herself to eliminate the problem.

21  
22 Employees who do not respond to informal resolution techniques compel the  
23 supervisor to consider formal disciplinary action. This action moves us to the  
24 formal discipline process.

## 25 **THE FORMAL PROCESS**

26  
27 The Formal Process occurs as a result of either a failure of the Informal Process  
28 to eliminate a problem, or as an immediate response to a serious problem that  
29 could not have been dealt with informally. A decision to use the Formal Process  
30 begins after the supervisor completes his/her information gathering and conducts  
31 a review of all informal steps that may have been taken. Once a decision to use  
32 the formal process is reached, the process will continue at the Assistant Fire  
33 Chief or Fire Chief level.

34  
35 The Formal Process consists of:

- 36
- 37 • Preparing and conducting an Investigative Interview.
- 38 • Utilizing the decision making process in regards to discipline.
- 39 • Preparing and conducting an Administrative Hearing, if applicable.
- 40 • Documentation.

1 **PREPARING FOR AN INVESTIGATIVE INTERVIEW**

2  
3 Disciplinary actions should follow the offense as soon as reasonably possible  
4 and offenses must not be allowed to build up before action is taken. Before  
5 meeting with an employee to discuss a problem that may lead to discipline, the  
6 supervisors should take the time to prepare. The basic steps of preparation  
7 include:

- 8  
9 1. Gathering information concerning the incident or violation to justify the  
10 potential for formal discipline. The goal is to gather enough information to  
11 ensure that the incident can be adequately addressed.  
12  
13 2. Reviewing notes from the information gathering process or documents  
14 from previous efforts at resolving the problem. **If any information**  
15 **suggests that the incident may be criminal in nature, the**  
16 **investigation or violation shall be immediately referred to the Fire**  
17 **Chief or designee. If it is determined that the incident may be in**  
18 **violation of the City Harassment Policy (sexual, racial, workplace**  
19 **violence, etc.) it shall be referred to the Fire Chief or designee, then**  
20 **forwarded to the Director of Human Resources or designee.**  
21  
22 3. Preparing an agenda outlining major points to be covered in the meeting.  
23  
24 4. Providing the employee with notification of the meeting location, date, and  
25 time.  
26  
27 5. Ensuring that the employee has time to secure union representation.  
28

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

32 **CONDUCTING AN INVESTIGATIVE INTERVIEW**

33  
34 The Investigative Interview is a formal meeting in which the Assistant Fire Chief  
35 or Fire Chief level supervisor and employee discuss the problem at hand. The  
36 supervisor(s) identify the problem and discuss facts, evidence, etc., obtained  
37 during the information gathering phase. Section I of the NLVFD Disciplinary  
38 Action Form (Appendix B) is completed to document the Investigative Interview  
39

40 During the Investigative Interview, the employee is afforded the opportunity to  
41 provide an explanation. This explanation may be given during the meeting or the

1 employee may elect to submit a written response to the supervisor who is  
2 conducting the investigation up to 48 hours later (or at a mutually agreed upon  
3 time).

4  
5 The Investigative Interview should be conducted by the Fire Chief and/or  
6 designee, depending upon the nature and seriousness of the event leading to the  
7 meeting. Important points to remember during any meeting between supervisors  
8 and employees are:

9  
10 **Privacy:** Meetings should always be held in private. When problems are  
11 discussed openly in front of others, people tend to become defensive and try to  
12 save face.

13  
14 **Listen:** An effective meeting is a two-way conversation, not a lecture. The  
15 supervisor should remember that the employee may have a valid reason for what  
16 he or she did, or the employee may not know that he or she violated a rule.

17  
18 **Tone:** The tone of this meeting should be neutral.

19  
20 **Use the Golden Rule:** Individuals who become involved in this process are still  
21 dignified human beings and should be treated as such. Treat others as you  
22 would want to be treated if the roles were reversed.

23  
24 **Feedback:** Any actions or non-action shall be communicated to the employee  
25 within fifteen (15) calendar days.

## 26 27 **MAKING A DECISION IN REGARDS TO DISCIPLINE**

28  
29 Once a Captain or supervisor and the Battalion Chief or the next level supervisor  
30 has conducted an Investigative Interview and an administrative hearing has been  
31 held, the Fire Chief or Assistant Chief will render a decision regarding formal  
32 discipline. An initial evaluation of whether disciplinary action is appropriate  
33 involves the supervisors asking certain questions. These questions are intended  
34 to provide a remedial check on supervisory strategies:

- 35
- 36 • Is there sufficient evidence that the employee violated a rule or procedure?
  - 37 • Can I demonstrate that the employee understood a rule/policy that was  
38 violated?
  - 39 • Can I demonstrate that the employee knew in advance that such behavior  
40 would be subject to disciplinary action?
  - 41 • Can I demonstrate that the rule violated was reasonably related to the safe,  
42 efficient, and orderly operation of the organization?

- 1 • Can I demonstrate that the employee committed an intentional act or  
2 omission?  
3

4 After answering these questions, the supervisor should then utilize the  
5 Disciplinary Algorithm.  
6

## 7 **DISCIPLINARY ALGORITHM**

8  
9 The Disciplinary Algorithm is a tool that assists the Fire Chief and/or Assistant  
10 Fire Chief in determining the appropriate level of discipline to apply.  
11

12 When the Fire Chief and/or Assistant Fire Chief applies the circumstances of the  
13 offense to the Disciplinary Algorithm, he or she will be led to an appropriate  
14 range of disciplinary actions. The Fire Chief and/or Assistant Fire Chief should  
15 select the lowest action necessary to compel the employee to take responsibility  
16 for eliminating the problem.  
17

18 The Disciplinary Algorithm is designed to assist the Fire Chief and/or Assistant  
19 Fire Chief in reaching a reasonable recommendation based solely upon the  
20 merits of the case at hand.  
21

22 The Disciplinary Algorithm requires consideration of three very important factors:  
23 **safety, honesty**, and if there has been a **negative impact** on Fire Department  
24 operations. Determining where the infraction falls in relation to these three  
25 queries will help to remain consistent throughout the decision-making process.  
26

## 27 **SAFETY**

28  
29 It is incumbent upon the North Las Vegas Fire Department and each employee to  
30 provide as safe a working environment as possible. Safety is one of the most  
31 serious considerations that must be addressed by the supervisor.  
32

33 **Theory:** Safety is of paramount importance, therefore safety rules and policies  
34 must be closely monitored.  
35

36 **Questions to Ask:** The Fire Chief and/or Assistant Fire Chief must determine  
37 the following:  
38

- 39 • Does the employee's action result in a potential threat to the safety of other  
40 personnel or oneself?

- 1 • Does the employee's absence result in a potential threat to the safety of  
2 personnel or operations?  
3 • Was there willful or intentional disregard for a safety rule or policy, which was  
4 known to the employee?  
5

## 6 HONESTY

7  
8 Honesty and integrity are two of the most important characteristics of employees  
9 who are given the trust of the public and their fellow employees and are therefore  
10 taken very seriously.

11 **Theory:** A working environment where employees cannot be trusted is a  
12 destructive one. Dishonesty or lack of integrity cannot be tolerated in any work  
13 environment.  
14

15 **Questions to Ask:** Supervisors should evaluate the following questions:  
16

- 17 • Does the infraction or explanation of the infraction involve dishonesty or  
18 untrue statements?  
19 • Is there sufficient evidence of dishonesty or witnesses who lead the  
20 supervisor to doubt the employee's honesty?  
21 • Does the infraction involve theft, and is there sufficient proof of employee  
22 involvement?  
23 • Do the facts or evidence support the employee's account or explanation?  
24

## 25 NEGATIVE IMPACT

26  
27 Although all infractions impact day-to-day operations in one way or another, the  
28 supervisor must consider which of these presents an overall negative impact on  
29 the department. Negative impact relates to the department's inability to quickly  
30 recover from the costs or ramifications resulting from the employee's infraction.  
31

32 **Theory:** Since the Fire Department is a publicly funded, service-oriented  
33 organization; its operations are constantly scrutinized. Infractions, which result in  
34 undue costs or embarrassment to the department, are counterproductive to the  
35 success of the Fire Department's overall mission.  
36

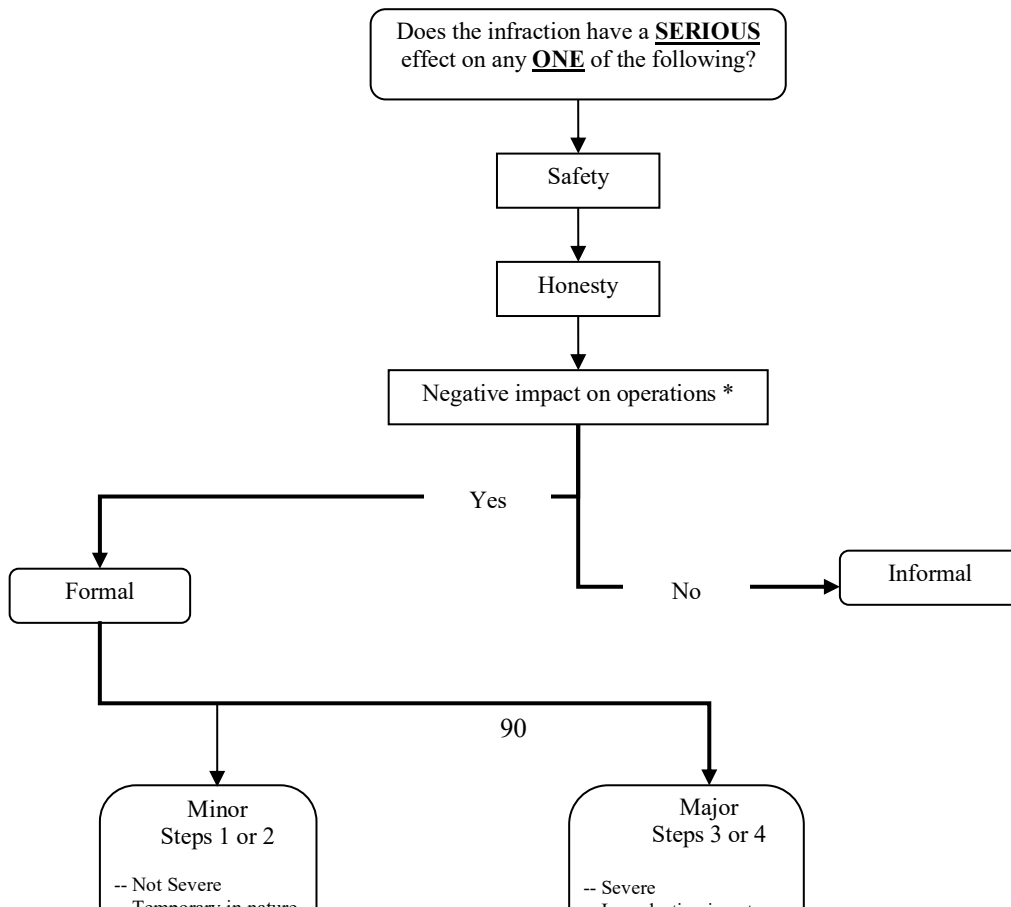
37 **Questions to Ask:** The supervisor should evaluate the following items:  
38

- 39 • Did the employee's actions have a negative impact on Fire Department  
40 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



Non-Supervisor Agreement Between the City of North Las Vegas and the  
International Association of Fire Fighters Local 1607.

---

1  
2  
3  
4



1 **DISCIPLINARY ACTION STEPS**

2  
3 There are four progressive steps of disciplinary action in the Formal Process.  
4 They are:

5  
6 **Step 1:** A Step 1 action places an employee on written notice by the Fire Chief  
7 or designee that failure to correct a problem could lead to more serious  
8 discipline. This action has an active life span of 6 months.

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

14  
15 **Step 3:** A Step 3 action involves a suspension. The suspension period will be a  
16 minimum of one work shift to a maximum of one workweek **without pay** (For 56-  
17 hour personnel, one work shift is 24 hours, one workweek is 56 hours. For 40-  
18 hour personnel, one work shift is 10 hours; one workweek is 40 hours). This  
19 action has an active life span of 12 months.

20  
21 **Step 4:** A Step 4 involves a suspension but the suspension period will be one  
22 shift with pay. This action has an active life span of 12 months. This is the most  
23 serious disciplinary action in the EDPP process. Paid time away from work is  
24 provided to the employee so that he/she may decide on whether employment  
25 with the Fire Department is in his/her best interest. Except in the most unusual  
26 circumstances, any additional formal discipline during the active period of a Step  
27 4 will result in a termination hearing.

28  
29 **DISCIPLINARY DECISIONS AND MATRIX ENTRY**

30  
31 Once the Fire Chief or Assistant Fire Chief makes a decision concerning the level  
32 of discipline to be taken the action will be compared against the employee's  
33 disciplinary history and a determination will be made as to whether or not the  
34 action conforms to the discipline process and is consistent with previous  
35 decisions in similar circumstances.

36  
37 All supervisors must remember that once a decision has been made to take  
38 formal disciplinary action, it must be able to stand up to scrutiny. Problems occur  
39 when:

- 40  
41 1. There is insufficient evidence to support the action.

- 1 2. Procedures and legal requirements have been overlooked.
- 2 3. The case is unable to withstand counterpoints from the employee.
- 3 4. The action proposed is not consistent with previous decisions in similar
- 4 circumstances.
- 5 5. The action proposed is unacceptable considering the employee's *overall*
- 6 disciplinary history.
- 7

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

11  
12 Note: Any discipline greater than a step 2 or resulting in suspension requires an  
13 administrative hearing prior to action being taken.

#### 14 15 16 **COMMON QUESTIONS ARE:**

- 17
- 18 • Are the three categories of problems (Conduct, Attendance, Performance)
- 19 strictly independent of each other?
- 20 • Are we required to be strictly progressive in the application of discipline within
- 21 each of these categories?
- 22

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

#### 25 26 **RULES, MATRIX AND CONCEPTS**

27  
28 A few rules apply to the application of the different steps of discipline.

29  
30 **Rule #1:** Disciplinary actions have active life spans. Active is defined as the  
31 total time period the disciplinary action weighs against the employee. The active  
32 life spans are:

33  
34 Counseling: 6 months

35  
36 Step 1: 6 months

37 Step 2: 9 months

38 Step 3: 12 months

39 Step 4: 12 months

40

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

6  
7 **Rule #2:** Active life spans may be subject to *linking*. This is done to ensure that  
8 documentation of prior disciplinary actions, often considered a basis for more  
9 progressive disciplinary action, is not lost.

10  
11 Continuing the example above, if Employee X were to receive a Step 2  
12 disciplinary action for any offense on March 1, 2015, the active life span of the  
13 Step 1 already given is extended by the life span of the Step 2, or 9 months. The  
14 Step 1 and Step 2 actions will remain “active” until November 30, 2015 unless an  
15 additional disciplinary action is imposed prior to November 30, 2015, which would  
16 extend both actions even further.

17  
18 The EDPP is structured to prevent repetitive disciplinary action, which is  
19 counterproductive for both the employee and the Fire Department.

20  
21 Repetitive disciplinary actions are controlled by Rule #3, which limits the number  
22 of active actions in any step. This ensures that progressively more serious  
23 discipline is imposed, when necessary.

24  
25 **Rule #3:** The total number of active actions in any given step is listed below.  
26 When these limits are exceeded, the action must move up to the next step.

27  
28 Counseling: No more than 1 in each category.

29 Formal Actions:

30  
31 Step 1: No more than 2 total  
32 Step 2: No more than 2 total  
33 Step 3: No more than 2 total  
34 Step 4: No more than 1 total

35  
36 For an example of how Rule #3 is to be applied, let’s say that Employee X has  
37 been progressively disciplined for Attendance and Performance (see matrix  
38 below) and has yet to demonstrate a problem in the category of Conduct. Let’s  
39 now say that Employee X develops a problem in the category of Conduct that  
40 must be dealt with. What Step(s) are available, considering the three rules  
41 above?  
42

1  
2  
3  
4  
5

|            | <b>CONDUCT</b> | <b>ATTENDANCE</b> | <b>PERFORMANCE</b> |
|------------|----------------|-------------------|--------------------|
| Counseling |                | <b>X</b>          | <b>X</b>           |
| Step 1     |                | <b>X</b>          | <b>X</b>           |
| Step 2     |                | <b>X</b>          |                    |
| Step 3     |                | <b>X</b>          |                    |
| Step 4     |                |                   |                    |

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16

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:

|            | <b>CONDUCT</b> | <b>ATTENDANCE</b> | <b>PERFORMANCE</b> |
|------------|----------------|-------------------|--------------------|
| Counseling | <b>X</b>       | <b>X</b>          | <b>X</b>           |
| Step 1     |                | <b>X</b>          | <b>X</b>           |
| Step 2     |                | <b>X</b>          |                    |
| Step 3     |                | <b>X</b>          |                    |
| Step 4     |                |                   |                    |

17  
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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:

|            | <b>CONDUCT</b> | <b>ATTENDANCE</b> | <b>PERFORMANCE</b> |
|------------|----------------|-------------------|--------------------|
| Counseling | X              | X                 | X                  |
| Step 1     |                | X                 | X                  |
| Step 2     | X              | X                 |                    |
| Step 3     |                | X                 |                    |
| Step 4     |                |                   |                    |

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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.

|            | <b>CONDUCT</b> | <b>ATTENDANCE</b> | <b>PERFORMANCE</b> |
|------------|----------------|-------------------|--------------------|
| Counseling | X              | X                 | X                  |
| Step 1     |                | X                 | X                  |
| Step 2     | X              | X                 |                    |
| Step 3     |                | X                 | X                  |
| Step 4     |                |                   |                    |

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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.

|            | <b>CONDUCT</b> | <b>ATTENDANCE</b> | <b>PERFORMANCE</b> |
|------------|----------------|-------------------|--------------------|
| Counseling | X              | X                 | X                  |
| Step 1     |                | X                 | X                  |
| Step 2     | X              | X                 |                    |
| Step 3     |                | X                 | X                  |
| Step 4     | X              |                   |                    |

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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.

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

5  
6 The example of Employee X is intended to demonstrate the progression of  
7 discipline. Absent in the example are the Investigative Interviews (defined earlier  
8 in this guide), Administrative Hearings, and the Disciplinary Meetings that are  
9 part of the process.

## 10 **ADMINISTRATIVE HEARINGS**

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

15  
16 The Administrative Hearing is a formal meeting in which the employee is afforded  
17 the opportunity to provide an explanation directly to the Fire Chief or Assistant  
18 Fire Chief regarding the event(s) leading to the proposed disciplinary action. The  
19 Administrative Hearing also allows the Fire Chief or designee the opportunity to  
20 ask questions pertaining to the event(s).

21  
22 The employee and union will receive written notification of the hearing location,  
23 date, and time. Notification shall include the specific actions upon which  
24 discipline may be based and any corresponding policy or rule violation, if  
25 appropriate. The employee and union will be afforded a minimum of seven (7)  
26 calendar days from notification to prepare for the hearing, unless both parties  
27 mutually agree to meet at another date and time.

28  
29 The employee may choose to respond in writing to the specified charges. If the  
30 employee responds in writing, the Fire Chief or Assistant Fire Chief must receive  
31 the response no later than the date and time specified for the hearing. The  
32 employee may choose to appear in person and/or be represented by a Union  
33 representative.

34  
35 Following the Administrative Hearing, a decision regarding the appropriate  
36 disciplinary action to be taken, if any, will be made by the Fire Chief or Assistant  
37 Fire Chief. All decisions will be governed by rules of the Formal Process. The  
38 decision will be communicated to the employee and the Union within fifteen (15)  
39 calendar days after the Administrative Hearing, unless a different timeline is  
40 mutually agreed to. The decision is communicated during a Disciplinary Meeting  
41 by the Fire Chief or designee.

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2 **DISCIPLINARY MEETINGS**

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

10 Disciplinary Meetings should not lead to debate. Employees who are not  
11 satisfied with the result of this meeting should be referred to the grievance article  
12 of the appropriate collective bargaining agreement. Fire Chief or Assistant Fire  
13 Chief should consider the following recommendations related to a Disciplinary  
14 Meeting:

15

16 *Before the Meeting:*

17

18 The Fire Chief or Assistant Fire Chief shall notify the employee of their right to  
19 representation. Section II of the NLVFD Disciplinary Action Form must be  
20 completed with the following information:

21

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

27

28 *During the Meeting:*

29

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

36

37 *After the Meeting:*

38

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

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2 **DOCUMENTATION**

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

10 **PURGING DISCIPLINARY ACTIONS**

11

12 Disciplinary actions may be purged from Human Resource files when:

13

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

17

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

21 **TERMINATION**

22

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

31

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

34

35 **REPRESENTATION**

36



1 *Overview:* During meetings, which are informal in nature, such as coaching and  
2 counseling sessions, the involvement of an employee representative is not  
3 required, though will be provided at the employee's request. During meetings  
4 that involve or may likely lead to formal discipline, representation is an important  
5 component.  
6

7 ***Employee Rights:*** The supervisor shall notify the employee of his/her right to  
8 have union representation present during any meeting that may result in formal  
9 disciplinary action. If an employee requests that a union representative be  
10 present, the supervisor must contact a Local 1607 Principal Officer or those  
11 persons authorized to act on behalf of the Union. If there are none available, the  
12 meeting shall be postponed until a representative is available. All North Las  
13 Vegas Fire Department employees are protected by the "Garrity Rights" in any  
14 disciplinary process that may involve criminal activity. The Garrity Rights prohibit  
15 the use of statements gathered during an investigation in subsequent criminal  
16 proceedings. As stated under Preparing for an Investigative Interview, if any  
17 information suggests that the incident may be criminal in nature, the investigation  
18 or violation shall be immediately referred to the Fire Chief or his designee.  
19

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

## Appendix C: IAFF Hourly Wage Scale

**July 1, 2020 - June 30, 2021**

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### Appendix C: IAFF Hourly Wage Scale

July 1, 2020 - June 30, 2021

| Position Title                | Hrs | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|-------------------------------|-----|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| Fire Fighter Trainee          | 40  | 23.534 |        |        |        |        |        |        |        |        |         |
| Fire Fighter                  | 56  | 17.866 | 18.759 | 19.698 | 21.262 | 22.459 | 23.728 | 25.074 | 26.499 | 27.759 | 29.147  |
| Fire Fighter Paramedic        | 56  | 20.546 | 21.573 | 22.652 | 24.216 | 25.413 | 26.683 | 28.029 | 29.454 | 30.714 | 32.249  |
| Fire Engineer                 | 56  | 19.535 | 20.512 | 21.538 | 23.257 | 24.574 | 25.971 | 27.451 | 29.019 | 30.406 | 31.928  |
| Fire Captain                  | 56  | 22.038 | 23.140 | 24.297 | 26.251 | 27.748 | 29.334 | 31.016 | 32.798 | 34.374 | 36.092  |
| Fire Prevention Inspector     | 40  | 27.417 | 28.788 | 30.228 | 32.642 | 34.489 | 36.450 | 38.528 | 40.728 | 42.674 | 44.807  |
| Fire Protection Specialist    | 40  | 31.209 | 32.477 | 34.101 | 36.944 | 38.944 | 41.043 | 43.532 | 46.033 | 48.243 | 50.655  |
| Fire Investigator             | 40  | 30.931 | 32.477 | 34.101 | 36.944 | 38.944 | 41.043 | 43.531 | 46.033 | 48.243 | 50.655  |
| Fire Equipment Specialist     | 40  | 25.075 | 26.329 | 27.646 | 29.841 | 31.443 | 33.303 | 35.192 | 37.192 | 38.960 | 40.908  |
| Fire Logistics Officer        | 40  | 30.854 | 32.395 | 34.016 | 36.752 | 38.847 | 41.068 | 43.423 | 45.918 | 48.123 | 50.530  |
| Pub Ed Specialist             | 40  | 27.417 | 28.788 | 30.228 | 32.642 | 34.489 | 36.450 | 38.528 | 40.728 | 42.674 | 44.808  |
| Accreditation/ISO Coordinator | 40  | 26.988 | 29.401 | 31.815 | 34.227 | 36.640 | 39.053 | 41.467 | 43.879 | 46.292 | 48.706  |
| EMS Coordinator               | 40  | 30.854 | 32.395 | 34.016 | 36.752 | 38.847 | 41.068 | 43.423 | 45.918 | 48.123 | 50.530  |
| Health Care Coordinator       | 40  | 33.095 | 34.750 | 36.487 | 39.422 | 41.670 | 44.053 | 46.578 | 49.255 | 51.620 | 54.200  |