

**FIRST AMENDED AND RESTATED
LABOR AGREEMENT BETWEEN
THE CITY OF HENDERSON, NEVADA AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1883
JULY 1, 2021 THROUGH JUNE 30, 2024**

**FIRST AMENDED AND
RESTATED AGREEMENT
2021-2024**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1883**

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2024**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
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PREAMBLE:

WHEREAS, this FIRST AMENDED AND RESTATED AGREEMENT (“Agreement”) is entered into by and between the CITY OF HENDERSON, hereinafter referred to as the CITY, and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1883, hereinafter referred to as the UNION;

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

WHEREAS, the parties entered into the original agreement on July 1, 2021, but have since agreed to make amendments to Articles 6 (Shift Arrangement), 8 (Off-Duty Injuries), 9 (Compensation for Service-Incurred Accidents), 13 (Sick Leave), 15 (Annual Leave), 17 (Other Leaves/Leave of Absence/Leave Without Pay), and Exhibit A (Wage Scale), for the purpose of including provisions related to Senior Fire Investigators who are required to work a 40 hour schedule, and additionally amended Articles 7 (Overtime/Call-Out, Recovery, and Standby Pay/Method of Payment), 11 (Holidays), and 34 (Effective Date) for the purpose of making minor clerical revisions where necessary;

WHEREAS, this Agreement incorporates and adopts these amendments;

WHEREAS, the parties desire for the amendments in this Agreement to be retroactively effective as of July 1, 2021; and

WHEREAS, all remaining articles and exhibits from the July 1, 2021 original agreement remain unchanged and are restated as set forth below in this Agreement.

ARTICLE 1. RECOGNITION:

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

ARTICLE 2. CLASSIFICATION AND REPRESENTATION:

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

- Firefighter
- Firefighter/Paramedic
- Fire Engineer
- Fire Captain
- Medical Services Officer
- Paramedic Ambulance Operator

Public Education Specialist
Senior Fire Investigator

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

Section 3: Firefighter employees covered by this Agreement who have successfully completed an accredited Paramedic Training Program and are issued Temporary Authorization to function as a Firefighter/Paramedic shall receive ten percent (10%) premium pay while completing their paramedic internship. After completion of the paramedic internship, but prior to placement in a budgeted Firefighter/Paramedic position, they will receive ten percent (10%) premium pay. Once placed into a budgeted Firefighter/Paramedic position, employees shall be paid at the rate established for that classification.

- (a) It is understood that the Firefighter employees who are completing their paramedic internship must receive their permanent Paramedic license issued by the Southern Nevada Health District and maintain that license in good standing to continue receiving the premium pay and be classified as a Firefighter/Paramedic.
- (b) Failure to maintain a Firefighter/Paramedic employee valid Paramedic license will return the employee to the classification of Firefighter provided a vacancy exists. Employees hired as a Firefighter/Paramedic have access to the Firefighter classification through Section 3 (c) only.
- (c) Should a vacancy exist, a Firefighter/Paramedic with ten (10) or more years of service may request to be reclassified to the classification of Firefighter. Such requests will be honored if the total vacancies within the Firefighter/Paramedic classification are less than ten percent (10%) of the approved staff complement for this classification. If more than one (1) Firefighter/Paramedic is requesting reclassification and only one (1) position is available, Department Seniority will determine who will be reclassified.

Section 4: Those persons hired as Firefighter/Paramedics shall be subject to all probationary requirements currently in force and in effect.

Section 5: Changes to existing job descriptions that do not involve work performance standards, the quality of services to be offered to the public or the content of the work day as set forth in NRS 288.150, shall be negotiated. Nothing in this Article shall be construed to require the CITY to fill position vacancies.

Section 6: The parties agree that after January 1, 2022, the first three (3) Firefighter positions that become vacant shall be converted to the classification of Medical Service Officer (MSO).

ARTICLE 3. WAGES:

Section 1: Negotiated wage adjustments shall be effective the first pay period of the fiscal year that includes July 1.

Section 2: Effective the first pay period that includes July 1, 2021, the base wage of classifications covered by this agreement shall be reflected in Exhibit A.1: Fire Contract Wage Schedule and reflect a two and ninety-five hundredths percent (2.95%) base wage increase.

Section 3: Effective the first pay period that includes July 1, 2022, the base wage adjustment of classifications covered by this agreement shall be based upon the CPI (as set forth in Section 5 of this article) with a minimum increase of two and twenty-five hundredths percent (2.25%) and a maximum increase of three percent (3.0%).

Section 4: Effective the first pay period that includes July 1, 2023, the base wage adjustment of classifications covered by this agreement shall be based upon the CPI (as set forth in Section 5 of this article) with a minimum increase of two and twenty-five hundredths percent (2.25%) and a maximum increase of three percent (3.0%).

Section 5: The CPI used will be the percentage change in the "Annual" rate from the most recent preceding full calendar year minus the "Annual" rate from the previous preceding full calendar year as reflected in the All Items in West-Size Class B/C, all Urban Consumers, Not Seasonally Adjusted (Series ID CUURN400SAO) which is currently published by the Federal Bureau of Labor Statistics at <https://data.bls.gov/timeseries/CUURN400SA0>. (Example calculation in Exhibit E)

Section 6: The CITY shall make a contribution each pay period to a retirement health saving plan (RHS) in the amount of \$36.50. This amount is net of the \$22.00 per pay period contribution per the provisions of the collective bargaining agreement for employee benefits referenced in Article 2, Section 5 of the Joint Benefits Agreement.

Section 7: Movement between the Firefighter/Paramedic and Fire Engineer classifications will be accomplished through a competitive process consistent with the provisions of Article 29 Promotion.

Section 8: Employees that promote to a higher rated classification, or are transferred to an equally rated classification, will be placed in their new range at least five percent (5%) above their current step, up to the maximum hourly rate for the range.

Section 9: The collection from employees of overpayments made by the CITY will be addressed on a case-by-case basis. Should it be determined that an overpayment should be recovered, the following guidelines will apply:

- (a) The time period for the collection of the overpayment will mirror the time period of the actual overpayment. However, employees may choose a more expedited repayment schedule.
- (b) As a general rule, no more than ten percent (10%) of the employee's net pay each pay period may be captured as a repayment.
- (c) Specific hardship consideration may be granted at the discretion of the Chief Financial Officer.

ARTICLE 4. INSURANCE:

This Article has been deleted from this Agreement and replaced by the terms of the Joint Benefits Agreement between the CITY, Local 1883 IAFF, the HPOA and HPSA; with a term of January 1, 2019 through December 31, 2022.

ARTICLE 5. FACILITIES, EQUIPMENT AND MAINTENANCE:

Section 1: Employees shall have an advisory voice, via the collaborative committee process on new construction/renovations to facilities and purchasing of new fire fighting equipment. The Fire chief will have final authority on these recommendations.

Section 2: The UNION'S recommendations will be put in writing and given to the Fire Chief through the proper chain of command, provided however that the decision of the CITY administration shall be final and binding.

Section 3: It is agreed that all major painting, remodeling, construction or revamping of Fire Department facilities shall be done by qualified professionals. Interior painting and routine maintenance may be performed by fire department employees; however, the CITY's facility maintenance resources may be requested and utilized.

Section 4: Vandalism or theft of personal property while at CITY facilities should be reported to the Police Department. The parties agree to monitor and review such incidents through its labor/management meetings and develop preventative measures wherever and whenever possible.

Section 5: Employees assigned to a Station will be responsible for the maintenance of the exterior grounds of that Station defined as removing weeds from desert landscaping, and removal of trash items from the grounds required to ensure a professional appearance at the Station.

ARTICLE 6. SHIFT ARRANGEMENT:

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

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

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

- (a) Three (3) Fire Captains shall be assigned to a fifty-six (56)-hour workweek assigned as an OSO.
- (b) Fire Captains assigned as OSOs may be required to work additional hours, as Fire Captains in Fire Rescue Operations. Such hours will be considered overtime and paid at the rate of time and a half (1.5).

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

- (a) One (1) employee that is a licensed Paramedic of any classification and possesses certification as a EMS Instructor I shall be assigned to a thirty-eight (38) hour workweek in the EMS Division. The normal workday shall be nine and one-half (9.5) hours.
- (b) For the employee temporarily assigned to a thirty-eight (38) hour workweek from a fifty-six (56) hour workweek, sick and annual leave will continue to accrue at the fifty-six (56) hour rates. Leave

banks will not be converted or altered.

- (c) The employee assigned to the EMS Division may be required by the respective Division Chief to work additional hours, beyond thirty-eight (38) hours per week. Such hours will be considered overtime and paid at the rate of time and a half (1.5). If overtime worked is within Fire Rescue Operations, the employee will be paid at the fifty-six (56) hour rate.

Section 4: Thirty-Eight (38) Hour Fire Training Officers and Engineers Shift Arrangement

- (a) Two (2) Fire Captains and one (1) Fire Engineer shall be assigned to a thirty-eight (38) hour workweek and assigned to the Training Division. The normal workday shall be nine and one-half (9.5) hours.
- (b) For employees temporarily assigned to a thirty-eight (38) hour workweek, sick and annual leave will continue to accrue at the fifty-six (56)-hour rates. Leave banks will not be converted or altered.
- (c) Fire Captains and Fire Engineers assigned to the Training Division may be required by the respective Division Chief to work additional hours, beyond thirty-eight (38) hours per week. Such hours will be considered overtime and paid at the rate of time and a half (1.5). If overtime worked is within Fire Rescue Operations, the employees will be paid at the fifty-six (56) hour rate.

Section 5: Thirty-Eight (38) Hour Medical Services Officer (MSO) Shift Arrangement

- (a) MSO's shall be assigned to a thirty-eight (38) hour workweek. The normal workday shall be nine and one-half (9.5) hours.
- (b) MSO's may be required by the respective Division Chief to work additional hours, beyond thirty-eight (38) hours per week. Such hours will be considered overtime and paid at the rate of time and a half (1.5).

Section 6: Thirty-Eight (38) Hour Paramedic Ambulance Operator (AO) Shift Arrangement

- (a) Paramedic AO's shall be assigned to a thirty-eight (38) hour workweek. The normal workday shall be nine and one-half (9.5) hours.

- (b) Paramedic AO's may be required by the Battalion Chief to work additional hours, beyond thirty-eight (38) hours per week. Such hours will be considered overtime and paid at the rate of time and a half (1.5).
- (c) Paramedic AO's normal workday shall not include a shift assignment between the hours of 2200 to 0800, unless there is an emergency or special event where ambulance services are requested/required, as determined by the CITY.
- (d) The total number of additional Paramedic Ambulances that can be on-duty and operationally assigned each day cannot exceed 1/3 of the total number of fire department "in-service" Rescues as defined in Article 10, Section 6(b).

Example: 10 "in-service" Rescues = 3 Paramedic Ambulances
11 "in-service" Rescues = 3 Paramedic Ambulances
12 "in-service" Rescues = 4 Paramedic Ambulances
13 "in-service" Rescues = 4 Paramedic Ambulances
14 "in-service" Rescues = 4 Paramedic Ambulances
15 "in-service" Rescues = 5 Paramedic Ambulances

Section 7: Thirty-Eight (38) Hour Public Education Specialist Shift Arrangement

- (a) The Public Education Specialist shall be assigned to a thirty-eight (38) hour workweek. The normal workday shall be nine and one-half (9.5) hours.

Section 8: Incumbent Thirty-Eight (38) Hour Senior Fire Investigators (SFINV) Shift Arrangement

- (a) The one (1) incumbent employee in the Classification of SFINV prior to January 1, 2008, shall be assigned to a thirty-eight (38) hour workweek. The normal workday shall be nine and one-half (9.5) hours.
- (b) The thirty-eight (38) hour SFINV may be required by the respective Division Chief to work additional hours, beyond thirty-eight (38) hours per week. Such hours will be considered overtime and paid at the rate of time and a half (1.5).
- (c) The thirty-eight (38) hour SFINV shall be entitled to receive standby, callout and recovery time pay. This time will be paid in accordance with the provisions of Article 7.
- (d) A permanent vacancy in the one (1) thirty-eight (38) hour SFINV

employee position will cause the incumbent thirty-eight (38) hour SFINV Shift arrangement to end and the new SFINV will be assigned as listed in Section 9 of this Article.

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

- (a) Employees hired into the Classification of SFINV after January 1, 2008, shall be assigned to the forty (40) hour Workweek. The Normal Workday shall be ten (10) hours.
- (b) The SFINV may be required by the respective Division Chief to work additional hours, beyond forty (40) hours per week. Such hours will be considered Overtime and paid at the rate of time and a half (1.5).
- (c) The SFINV shall be entitled to receive standby, callout and recovery time pay. This time will be paid in accordance with the provisions of Article 7.

Section 10: The provisions of this Article define shift arrangement as specified. Nothing in this Article shall be construed to require the CITY to fill position vacancies unless otherwise specified.

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

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

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

- (a) Regular overtime is that which accrues when an employee is directed to work beyond their regular bi-weekly hours. Regular overtime shall be paid at the rate of time and a half (1.5) the regular rate of pay. Overtime shall be earned and paid in increments of six (6) minutes. Overtime of less than six (6) minutes will not be eligible for compensation. Overtime in excess of six (6) minutes will be rounded up to the next highest tenth (10th) of an hour.
- (b) Fifty-six (56) hour employees, having been called out on a regularly scheduled day off shall be paid at the rate of time and one half (1.5) the hourly rate of pay for all hours worked. Such an employee will be

paid for a minimum of four (4) hours, and if released by their supervisor, be paid for the four (4) hours regardless of having worked less than the four (4) hour period. Overtime pay shall cease at the beginning of the employee's regular shift.

Senior Fire Investigators and MSO's scheduled to work on a regularly assigned day off shall be guaranteed four (4) hours work and paid at time and a half their regular rate of pay. Should the work assigned be completed before the four (4) hour minimum, and the employee requests to be released, they may do so with supervisory approval and be paid for the actual hours worked.

The four (4) hour minimum shall apply to:

- (1) Departmental-provided training.
 - (2) Mandatory meetings and/or training.
 - (3) Special events.
 - (4) Attendance for subpoenas.
 - (5) Fire rescue operation assignments.
- (c) Overtime hours for the thirty-eight (38) hour MSOs, Paramedic AOs, SFINV and the forty (40) hour SFINV will be defined as hours worked outside the employees regularly scheduled shift each day and schedule each week and paid per the provisions defined in Section 2 (a) above.
- (d) The Public Education Specialist is classified as an exempt position and is not eligible for overtime payments under this Article.

Section 3: Method of Payment: In accordance with 29 CFR § 778.218, fire/rescue operations personnel assigned to a fifty-six (56) hour average workweek (2,912 hour/year) will be paid twenty-six (26) equal paychecks for one hundred twelve (112) hours of regular hours worked. (Overtime payment of time worked in excess of maximum hours in established twenty-four consecutive day work period.)

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

Examples:

- (1) An employee working ninety-six (96) hours (4 shifts) in a pay period will receive a positive sixteen (16) hour adjustment pay type to arrive at one hundred twelve (112) hours for the pay period.

- (2) An employee working one hundred twenty (120) hours (5 shifts) in a pay period will have a negative eight (8) hour adjustment to arrive at one hundred twelve (112) hours. Firefighters will receive twenty-six (26) equal checks for one hundred twelve (112) hours of regular, sick or annual leave (excluding overtime, out of class pay, holiday pay, call-out pay, etc.) for a total of 2,912 hours per year.

The remaining terms within this Article are applicable to the Senior Fire Investigator (SFINV) classification.

Section 4: Shift Modification (SFINV ONLY): Should a thirty-eight (38) hour or forty (40) hour SFINV work additional hours before or after their normal shift, by mutual agreement between the SFINVs and their supervisor, the SFINV may elect to work their regular shift hours (e.g., nine and one half [9.5] or ten [10] hours) and be released early or report after their normal start time, with no overtime obligation. Should the SFINV choose to work the remainder of their regular shift, or be required to for operational purposes, they would be entitled to overtime.

Section 5: Call Out Overtime (SFINV ONLY): Call Out Overtime is paid at double time. Call Out is defined and paid as follows:

- (a) Overtime scheduled with less than twenty-four (24) hours' notice,
- (b) Overtime scheduled after the completion of the regular shift or when an employee is on their days off and the employee is NOT required to report for the overtime assignment within twelve hours of the time of the call.
- (c) An employee who is called out shall be paid at least one (1) hour at double time, except for occurrences where Call Out Overtime overlaps with the start of their regular shift. Employees working call out overtime that overlaps with the start of their regular shift, shall receive double time up until the beginning of their shift, at which time double time shall cease because employees may not pyramid this double time with their regular hourly pay. Should the one (1) hour at double time overlap with the start of their regular shift, the employee shall be paid as follows:
 - (1) Call Out Overtime for the time before the shift begins;
 - (2) Regular base wage hourly pay begins when the regular shift commences, and;

- (3) A non-PERS eligible straight time pay code after the start of their shift to satisfy the one (1) hour minimum.
- (d) An employee completing the emergency call out in less than one (1) hour and is called out again before the initial hour has expired will not receive an additional hour of call-out pay.

Section 6: Call Back Overtime (SFINV ONLY): Call Back Overtime is paid at double time. Call Back Overtime occurs when:

- (a) An employee is called to return to work and report within twelve (12) hours of that call, and has already completed their regular shift, and is not in pay status.
- (b) An employee is on their normal days off and is called to return to work and report within twelve (12) hours of that call.
- (c) Call Back Overtime is PERS-eligible compensation, while regular overtime and Call Out overtime are not PERS-eligible compensation.
- (d) Employees enrolled in PERS on or after July 1, 2008 are subject to a different definition of call back per the decision announced on June 18, 2008 by the Public Employee's Retirement Board.

Call Back Overtime is paid as follows:

- (a) An employee who is called back shall be paid at least one (1) hour at double time, except for occurrences where Call Back Overtime overlaps with the start of their regular shift.
- (b) Employees working Call Back Overtime that overlaps with the start of their regular shift, shall receive double time up until the beginning of their shift, at which time double time shall cease because employees may not pyramid this double time with their regular hourly pay. Should the one (1) hour at double time overlap with the start of their regular shift, the employee shall be paid as follows:
 - (1) Call Back Overtime for the time before the shift begins,
 - (2) regular base wage hourly pay begins when the regular shift commences, and
 - (3) a non-PERS eligible straight time pay code after the start of their shift to satisfy the one (1) hour minimum.

- (c) An employee completing the emergency call back in less than one (1) hour and is called back again before the initial hour has expired will not receive an additional hour of call back pay.

Section 7: Compensatory Time Off (SFINV ONLY): A SFINV working overtime as stated above, with the exception of Call-Back Overtime, may elect to be paid at the rate upon which the overtime was worked or to receive compensatory time off ("comp time") in lieu of overtime, which will be computed at the rate that the overtime was worked.

- (a) Comp time is accumulated based on the overtime rate being paid for the time worked.
 - (1) Work 10 hours at time and a half = 15 hours of comp time
 - (2) Work 24 hours at time and a half = 48 hours of comp time
 - (3) Work 10 hours at double time = 20 hours of comp time
- (b) Comp time is used on an hour-for-hour or partial hour basis
 - (1) Take off a 9.5-hour shift = 9.5 hours of comp time required
 - (2) Take off a 24-hour shift = 24 hours of comp time required
 - (3) Comp time can be used in quarter of an hour increments
- (c) Comp time will accumulate for the fiscal year, to the maximum allowed by the Fair Labor Standards Act (FLSA), which is currently two hundred forty (240) hours for non-fire suppression personnel and four hundred eighty (480) hours for fire suppression trained personnel. If it is not used during that time, it will automatically be paid out in its entirety, on the last payday in the month of June, regardless of when the overtime was worked.
- (d) An employee cannot accumulate comp time if the overtime worked is being paid at an out-of-class rate.
- (e) The use of comp time will not be granted if it results in the need for overtime staffing.
- (f) There is NO ability to request special checks or payouts of comp time earned before the automatic payment identified above.
- (g) Call Back Overtime is PERS-eligible compensation and cannot be converted to compensatory time off.

- (h) The accumulation of compensatory time off is a voluntary decision by the employee and they cannot be required to accumulate compensatory time off rather than be paid for the overtime worked.

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

- (a) Regular, Call-Out or Call-Back Overtime of two (2) hours or less immediately prior to the employee's regular shift is not eligible for recovery time.
- (b) With supervisory approval, employees may use annual leave, banked holiday hours or compensatory time in addition to earned recovery time to cover their normal shift hours.

Section 9: Standby Time (SFINV ONLY):

- (a) Standby Time is paid at a double time rate of pay.
- (b) When calculating standby time on days that an employee is not normally scheduled to work, the twenty-four (24) hour time period will be from 0800-0800.
- (c) Employees required to standby on scheduled days off or holidays shall be compensated as follows:
 - (1) Greater than four (4) hours – up to twelve (12) hours of Standby: One (1) hour at the double time rate. An employee must be on standby for a minimum of four (4) hours to be eligible to receive the one (1) hour of double time; or
 - (2) Greater than twelve (12) hours – up to eighteen (18) hours of Standby: One and a half (1.5) hours at the double time rate; or
 - (3) Greater than eighteen (18) hours of Standby: Two (2) hours at the double time rate.
- (d) Employees required to standby during the non-work hours adjacent to their regular shifts (this include the fourteen (14) hour period after

the employee's last regular shift of their weekly schedule) shall be compensated as follows:

- (1) Greater than four (4) hours – up to fourteen (14) hours of Standby: One (1) hour at the double time rate. An employee must be on standby for a minimum of four (4) hours to be eligible to receive the one (1) hour of double time; or
 - (2) Greater than fourteen (14) hours – up to eighteen (18) hours of Standby: One and a half (1.5) hours at the double time rate; or
 - (3) Greater than eighteen (18) hours of Standby: Two (2) hours at the double time rate.
- (e) Employees on standby shall keep their supervisors and necessary emergency personnel notified of their location for emergency calls and must remain fit for duty.
- (f) Employees on standby who are called to report for work shall be paid at least two (2) hours of double time at their regular rate of pay in addition to standby pay, except for occurrences where the Call Out/Call Back Overtime overlaps with the start of their regular shift. Employees working Call Back/Call Out Overtime that overlaps with the start of their regular shift, shall receive double time up until the beginning of their shift, at which time double time shall cease because employees may not pyramid this double time with their regular hourly pay. Should the two (2) hours at double time overlap with the start of their regular shift, the employee shall be paid as follows:
- (1) the appropriate Call Out/Call Back code for the time before the shift begins,
 - (2) regular base wage hourly pay begins when the regular shift commences, and
 - (3) a non-PERS eligible straight time pay code after the start of their shift to satisfy the two (2) hour minimum.
- (g) When employees who are on standby are called out on holidays or days off, and the call-out work continues over the ten (10) hours in one (1) twenty-four (24) hour block of time, the employee may withdraw from any further work, due to exhaustion or fatigue, for a minimum of six (6) hours until the employee is to return to call out

availability. The employee's supervisor shall arrange for relief workers if needed.

Section 10: Telephone Overtime (SFINV ONLY): Any operational issue outside the employee's normally scheduled shift that can be resolved through the use of a telephone or other technology that eliminates the need for the employee to report to work, shall be paid at a minimum of one (1) hour at time and a half (1.5) rate of pay. (Such calls are not compensable if the inquiry is incidental in nature and not directly related to on-going operations. An example of "incidental in nature" would be the location of a set of keys or tools). Should the employee receive a second call within the same hour, it would not be compensable. Should the employee receive another call more than an hour after the initial call, they would be entitled to an additional hour of compensation at time and a half (1.5) rate of pay.

Section 11: Duplication or stacking of overtime pay for the same period of time is not allowed. When two (2) or more provisions requiring compensation of overtime and premium pay are eligible for the same time period, the single provision most favorable to the employee shall apply.

ARTICLE 8. OFF-DUTY INJURIES:

Section 1: An employee who is incapacitated due to non-service incurred accidents or illness shall be entitled to draw their full wage against sick leave to the extent accrued. If the employee has exhausted their sick leave, annual leave shall be used until exhausted, then donated leave, and then shift trades to the extent available to cover the absence.

Section 2: The employee will continue to be eligible for benefits from the CITY's self-funded insurance plan while they are utilizing available accrued sick leave, then annual leave, then donated leave, and then shift trades, during the time of absence from work for the CITY.

Section 3: The CITY will allow an absence of up to a total of six (6) months, or to the extent the employee has any type of paid leave available, whichever is greater. If an employee has less than six (6) months of paid leave available, the employee must use all of their paid leave to be eligible for extended leave up to the total of six (6) months' of absence. Any employee who is on leave without pay per the provisions of this Section will remain eligible for benefits from the CITY's Self Insured Benefit Plan.

At the end of this time, the CITY may require a medical separation if, based on a licensed physician's evaluation and prognosis, the employee has suffered injuries that cannot be reasonably accommodated to allow the employee to perform the essential functions of their job. If the employee is medically separated, the employee will be eligible for COBRA

coverage through the CITY's Self Insured Benefit Plan.

- (a) An employee who is discharged due to an off-duty injury may be eligible for rehire, upon written request by the employee, into an available position that is offered by the CITY which the employee has previously held and is qualified. At the discretion of the CITY, an employee's rehire shall be subject to:
 - (1) A medical release to return to work with or without reasonable accommodation from the employee's personal physician;
 - (2) Successful completion of the new hire physical agility test;
 - (3) Successful completion of the new hire background check.

Section 4: Temporary Modified Duty: An employee incapacitated due to an injury or illness that is not work related may, at the option of the CITY, be employed in other work on a job within the CITY which a physician determines the employee is able to perform. The employee shall be paid one-hundred percent (100%) of the employee's current pay grade. Current Regular Employees will not be laid off because of such placement.

- (a) An employee making the request for temporary modified duty shall submit their request to the Fire Chief, with a letter from their physician outlining the physical restriction(s) and approximate time the employee could return to full duty.
- (b) All requests for temporary modified duty assignments shall be submitted to Human Resources for review and approval.
- (c) Members requesting temporary modified duty may apply after expending a minimum of sick leave use for one (1) full pay period; provided it is available. Modified duty will be worked on a thirty-eight (38) hour schedule.
- (d) Modified duty shall be worked on a thirty-eight (38) hour schedule or forty (40) hour schedule if the employee is in the Classification of MSO, Paramedic AO, Public Education Specialist or SFINV.
- (e) The request for temporary modified duty must be for a minimum of two (2) full pay periods.
- (f) The request for temporary modified duty must be resubmitted by the employee every thirty (30) calendar days. The assigned supervisor will have authority to accept or reject the request based

on the employee's performance toward organizational goals.

- (g) Employees placed on modified duty on a thirty-eight (38) hour schedule will have their current fifty-six (56) hour sick leave and vacation balances converted to thirty-eight (38) hour banks with a conversion factor of 0.6786. When the employee returns to their fifty-six (56) hour schedule, their leave bank will be converted back at a 1.474 rate. While on modified duty, employees will accrue leaves at the thirty-eight (38) hour rate. Employees on modified duty will receive Holiday pay for all Holidays in accordance with the provisions of Article 11 Section 2(b).
- (h) Employees who have a regular schedule of forty (40) hours per week and who are placed on modified duty shall accrue leave at the forty (40) hour rate.
- (i) Employees who have a regular schedule of thirty-eight (38) hours per week and who are placed on modified duty will accrue leave at the thirty-eight (38) hour rate.
- (j) The CITY may cease the modified duty assignment at the CITY's discretion and place the employee back on sick leave.
- (k) The employee will return to regular duty upon a full release by their treating physician and the approval of Human Resources.
- (l) Employees who are on leave, away from the department for longer than three (3) months or more, will be required to complete the Henderson Fire Department Return to Duty Program.
- (m) Employees who are on leave but are assigned to a temporary modified duty assignment away from work for a period of nine (9) months or more, will be required to complete the Henderson Fire Department Return to Duty Program.

Section 5: The CITY agrees to abide by the provisions established in the Nevada Revised Statutes, Chapter 286.620 (Disability Retirement Allowances), for all off-duty injuries.

Section 6: An employee who is terminated per Section 3 of this Article will be eligible to apply for vacancies within the CITY for a period of one (1) year from the date of the employee's medical separation. The discharged employee must meet the posted application requirements to be considered, and will compete for the position as an "internal candidate."

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

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

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

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

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

Section 5: Upon expiration of the salary continuation (1,440, 857, or 814 hours), the employee who continues to receive the workers' compensation benefits may elect to use their sick leave, then annual leave, donated leave, and shift trades to supplement workers' compensation and receive a full salary. Sick and annual leave usage will be calculated by the Finance Department.

Section 6: An employee no longer receiving a supplemental check from the CITY will cease to receive paid time off accruals and will continue to be covered by the CITY's Self-Funded Benefit Plan and will continue to receive the workers' compensation benefits due the employee.

Section 7: The CITY may require a medical separation when it appears, based on a licensed physician's evaluation and prognosis, that the employee has suffered injuries which cannot be reasonably accommodated to allow the employee to perform the essential functions of their last regular assignment or of another available assignment.

Section 8: The CITY may disallow the salary continuation benefit provided herein, upon a finding by a preponderance of the evidence that the employee is abusing this benefit.

Section 9: Before the CITY grants these benefits, the employee shall comply with reasonable administrative procedures established by the CITY. The CITY may also request, at its option and expense, that the employee be examined by a physician appointed by the CITY. The examining physician shall provide to the CITY and the employee a copy of their medical findings and their opinion as to whether or not the employee is able to perform their normal work duties and/or what, if any, work duties the employee is able to perform or unable to perform. The CITY may further require that such injured employees make themselves available for modified duty work as soon as possible after release by a qualified physician, which may be either CITY or employee appointed.

- (a) Modified duty assignments will be at the sole discretion of the CITY as provided in NRS 616.
- (b) Employees placed on modified duty will continue to accrue sick and annual leave at the fifty-six (56) hour rate. Leave banks will not be converted or altered. Employees on modified duty will continue to receive holiday pay for all holidays at the regular fifty-six (56) hour rate.
- (c) Employees on temporary modified duty will not be eligible for out of class pay, overtime pay or any other premium pay, except in the case of an emergency.

Section 10: Appointment of Employee with Industrial Injury or Occupational Disease. The CITY will comply with NRS Chapters 616 and 617, and the Nevada Administrative Code, for rehabilitation of an employee with an industrial injury or occupational disease that resulted from employment with the CITY. An injured employee of the CITY may be returned to work with the CITY in any available position for which the employee is qualified and which accommodates the employee's physical limitations due to the industrial injury or occupational disease without being tested and placed on an eligibility list for that position.

- (a) The employee may be appointed to the position even if there is an existing list for the classification that does not contain the employee's name.

Section 11: Fifty-six (56) hour employees shall be granted an additional seven hundred twenty (720) hours, as defined in Section 2 hereof, for disabilities incurred in the line of duty involving a deadly weapon. "Deadly weapon" is defined as a "weapon, which, from the manner used, is calculated or likely to produce death or serious bodily injury."

Section 12: Forty (40) hour employees shall be granted an additional five hundred fifteen (515) hours, as defined in Section 3 herein, for disabilities incurred in the line of duty involving a deadly weapon.

Section 13: Thirty-eight (38) hour employees shall be granted an additional four hundred eighty-nine (489) hours, as defined in Section 4 hereof, for disabilities incurred in the line of duty involving a deadly weapon. "Deadly weapon" is defined as a "weapon, which, from the manner used, is calculated or likely to produce death or serious bodily injury."

Section 14: An employee who is terminated per Section 7 of this Article will be eligible to apply for vacancies within the CITY for a period of one (1) year from the date of their medical separation. The discharged employee must meet the posted application requirements to be considered, and will compete for the position as an "internal candidate."

ARTICLE 10. SAFETY AND HEALTH:

Section 1: The CITY cannot require employees to serve as strike breakers.

Section 2: The CITY cannot require employees to respond to riots or other civil disorders unless fire or fire alert is present, and then only with adequate police protection. The CITY shall provide liability protection for every member of the UNION operating fire and rescue equipment. The form of such protection shall be via self-funded or private carrier at the discretion of the CITY.

Section 3: The CITY retains the right to close any station at any time it is deemed appropriate as determined by the City Manager.

Section 4: The CITY shall maintain a safe staffing level in Fire Rescue Operations that adds additional relief personnel to each shift as follows:

- (a) The minimum and maximum number of additional relief personnel will be based on a percentage range of the total number of positions to fully staff all "in-service" units.
- (b) The minimum staffing range for additional relief personnel will be eleven percent (11%) of the total number of "in-service" units.
- (c) The maximum staffing range for additional relief personnel will be fifteen percent (15%) of the total number of "in-service" units.

- (d) The CITY and the UNION agree to work collaboratively to identify the exact ranks that the additional relief personnel will be assigned to.

Section 5: The CITY may take any unit (engine, ladder truck, rescue, etc.) out of service.

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

- (a) The Fire Department shall staff each “in-service” Engine with a Captain or Acting Captain, Engineer or Acting Engineer, Firefighter, and a Firefighter/Paramedic.
- (b) The Fire Department shall staff each “in-service” Rescue with two (2) Firefighter/Paramedics or a Firefighter/Paramedic and a Firefighter.
- (c) The Fire Department shall staff each “in-service” Ladder Truck with a Truck Captain, Truck Engineer, Firefighter, and a Firefighter/Paramedic.
- (d) The staffing of “in-service” Ladder Trucks, as part of a specialty team (i.e. Technical Rescue and Hazardous Materials Response), will be staffed with no less than a Truck Captain, one (1) Truck Engineer, one (1) Engineer or Acting Engineer and a Firefighter/Paramedic. At the discretion of the Battalion Chief in order to maintain operational effectiveness, the second Engineer or Acting Engineer on the Truck may be switched out with the Firefighter on an Engine that is assigned as part of the Technical Rescue or Hazardous Materials Response Specialty Teams.
- (e) The Fire Department shall staff the “in-service” Air Resource Unit with one (1) Engineer or Acting Engineer.
- (f) The Fire Department shall staff the “in-service” OSO unit with one (1) Captain or Acting Captain.
- (g) Firefighters and Firefighter/Paramedics may be substituted for each other.

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

- Section 8: The Department may operate any Engine or Ladder Truck with fewer than four (4) personnel on a temporary basis during the course of a shift to ensure services to the public. Engines and Ladder Trucks will not be required to be taken out of service due to a lack of staffing caused by; shortages due to mid-shift illness or injuries, shortages due to a lack of available personnel or other short-term staffing challenges that occur during a shift. TeleStaff and /or the emergency recall system will be used to attempt to fill shortages that may occur as indicated above.
- Section 9: The Department may temporarily take any unit out of service and combine personnel to ensure a minimum of four (4) persons on each “in-service” Engine and Ladder Truck and two (2) persons on each “in-service” Rescue.
- Section 10: The Department may temporarily downgrade the response capability of any Engine or Ladder Truck to ensure advanced life support services of “in-service” Rescue units.
- Section 11: The CITY shall provide the following protective equipment to each employee: Fire helmet with ear flaps, chin strap, and face shield, turnout coat, turnout pants, suspenders, firefighting boots, protective hood, gloves and flashlight. A second set of turnouts, boots, gloves and hoods will be provided to each employee. For each member of an “in-service” unit, the CITY shall provide a self-contained breathing apparatus (SCBA). The CITY shall provide each member with an individually assigned and fit tested mask for use with the SCBA. All of the above listed items shall meet or exceed the standards set forth in current NFPA standards when purchased.
- Section 12: The CITY will continue to provide up to one hundred and fifty dollars (\$150.00) every two (2) years towards the purchase of ANSI approved prescription safety glasses.
- Section 13: The CITY shall equip all Fire Department vehicles that may regularly respond to an emergency with red lights, siren with penetrator or air horn, and permanently mounted radios.
- Section 14: The CITY agrees to provide annually a physical examination that meets or exceeds the provisions of NRS 617 and the NAC’s. Employees who provide evidence of completing their annual physical within the time frame designated by the CITY and while off duty will be paid four (4) hours of overtime pay at the rate of time and a half (1.5).
- Section 15: The UNION shall appoint at least one (1) UNION member to the CITY Safety Review Committee.

Section 16: To maintain physical fitness, employees shall work out on duty each shift, emergency workload permitting, for a minimum of one and one-half (1.5) hours. Physical training will focus on cardiovascular, strength, and flexibility exercises. Employees may work out in station and in other training facilities approved by the Chief.

Section 17: Each Fire Station shall have an extractor, washing machine and dryer installed for the purpose of laundering personal protective ensembles and ensemble elements.

Section 18: The Department shall ensure that each new Rescue unit is equipped with a hydraulic lift gurney system.

Section 19: All new purchases of protective clothing and equipment shall meet the latest version of the applicable NFPA standards. The parties will work collectively to ensure any OSHA directive relative to personal protective equipment is implemented in a timely and cost-effective manner.

Section 20: The UNION and the CITY will adhere to a medical privacy policy that is in compliance with Federal, State, and local guidelines.

Section 21: The UNION and Fire Administration will continue to support a labor/management committee dedicated to the IAFF/IAFC Wellness Fitness Initiative and mental health. The Committee will create a charter and governance structure with equal representation from Local 1883 and management in support of this initiative. Effective July 1, 2021, the CITY will provide twenty thousand dollars (\$20,000) per fiscal year to the Committee upon ratification of this Agreement and for the term of this agreement.

The Committee will be responsible for the prudent use of these resources consistent with the implementation of the Initiative.

ARTICLE 11. HOLIDAYS:

Section 1: The CITY and the UNION agree that these holidays shall be considered:

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

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

and any other day declared to be a holiday by the State Legislature if made applicable to local government employers.

*** Denotes Nevada PERS-eligible holiday**

Section 2: Holiday Pay

- (a) All employees assigned to a fifty-six (56) hour schedule shall be paid sixteen (16) hours at their regular fifty-six (56) hour rate of pay for each holiday identified in Section 1. This lump-sum payment is not considered time worked for the purposes of calculating overtime and is not Nevada PERS-eligible compensation. New hires completing their Academy are not eligible for this payment until the month following their assignment to a fifty-six (56) hour schedule.
- (b) Employees regularly assigned to a fifty-six (56) hour schedule, who are temporarily assigned to a thirty-eight (38) hour schedule (e.g., temporary assignments and those on modified duty) will continue to receive the sixteen (16) hours of holiday pay as defined in Section 2 (a); in addition to nine and one-half (9.5) hours of holiday pay on the observed holiday for thirty-eight (38) hour employees. Should the holiday fall on a non-scheduled work day for these thirty-eight (38) hour employees, no additional compensation will be paid beyond the sixteen (16) hours of holiday pay in that pay period. Should employees covered by this Section be required to work on a designated holiday in their thirty-eight (38) hour capacity, they would be paid time and one-half (1.5) for all hours worked on the holiday in addition to the nine and one-half (9.5) hours of holiday pay on that day. If employees covered by this Section work overtime in a fifty-six (56) hour capacity, they would be compensated with fifty-six (56) hour rates.
- (c) All employees assigned to a forty (40) hour schedule will receive ten (10) hours of Holiday pay in lieu of their regular pay for each designated Holiday and observe the Holiday in the same manner as other forty (40) hour employees at the CITY. Should these employees be required to work on a designated Holiday, they would be paid time and a half (1.5) for all hours worked on the Holiday, in addition to the ten (10) hours of Holiday pay on that day.

- (d) All employees assigned to a thirty-eight (38) hour schedule will receive nine and one-half (9.5) hours of holiday pay in lieu of their regular pay for each designated holiday and observe the holiday in the same manner as other thirty-eight (38) hour employees at the CITY. Should these employees be required to work on a designated holiday, they would be paid time and a half (1.5) for all hours worked on the holiday in addition to the nine and one-half (9.5) hours of holiday pay on that day.
- (e) Should the holiday fall on the employee's normal day off, employee will bank the holiday for a future day off with pay. All employees assigned to a forty (40) hour schedule may accumulate up to one hundred and sixty (160) hours of banked holidays and all employees assigned to a thirty-eight (38) hour schedule may accumulate up to one hundred fifty-two (152) hours of banked holidays and banked holiday balances carryover from year to year. These employees must use their banked holidays prior to the end of their employment, as there is no cash value for any unused banked holiday hours at termination or retirement. The only exceptions to this provision would be if the employee was laid-off through a reduction in force, in which case they would be paid for their banked holiday balance up to one hundred and sixty (160) hours for forty (40) hour employees and one hundred fifty-two (152) hours for thirty-eight (38) hour employees.
- (f) In recognition of the elimination of the Columbus Day holiday for thirty-eight (38) hour and forty (40) hour employees, the Public Education Specialist (PES), MSOs and SFINVs will receive a floating holiday each January that must be used during the calendar year. Unused floating holidays are cancelled at the end of the last pay period in the calendar year. Upon ratification of this agreement, the PES will receive a floating holiday to be used before the last pay period of 2018.
- (g) In the case of a pre-termination or pre-retirement death, banked holiday hours would be paid to the beneficiaries designated to receive the employee's final paycheck.

Section 3: September 11 Memorial Holiday Pay

- (a) All employees assigned to a fifty-six (56) hour schedule and all fifty-six (56) hour employees assigned to a temporary thirty-eight (38) hour schedule (Fire Training Officer, EMS Training Officer, other temporary assignments and those on service-incurred modified duty) will be provided the September 11th Memorial Holiday each

calendar year. The holiday is equal to twenty-four (24) hours of regular pay at the fifty-six (56) hour rate and will be paid in the pay period that includes September 11th. This holiday provides twenty-four (24) hours of additional compensation and is not available as paid time off; is not considered time worked for the purpose of overtime calculations and is not PERS-eligible compensation. New hires beginning their employment before July 1st will receive the September 11th Memorial Holiday in the year of hire.

- (b) All employees regularly assigned to a thirty-eight (38) or forty (40) hour schedule (Medical Services Officers, Public Education Specialist, Paramedic AOs, SFINVs, employees completing the fire academy “cadets”, and employees on a thirty-eight (38) hour modified duty schedule due to an off-duty injury) will receive nine and one-half (9.5) hours or ten (10) hours of compensation. This holiday provides nine and one-half (9.5) hours of additional compensation and is not available as paid time off; is not considered time worked for the purpose of overtime calculations, and is not PERS-eligible compensation.

Section 4: Holiday Worked Premium Pay

- (a) Employees covered by this Agreement who work on a holiday as identified in Section 1, defined as 12:01 a.m. through midnight on the day of the holiday will receive premium pay for hours worked in addition to the holiday pay defined in Section 2.
- (b) Employees who work any hours between 12:01 a.m. and 8:00 a.m. will receive 1.65 times their hourly rate in holiday premium pay in addition their regular pay for those hours.
- (c) Employees who work between 8:00 a.m. and midnight will receive 0.85 times their hourly rate in addition to their regular pay for those hours.
- (d) This premium pay is PERS-eligible compensation for employees working their regular shift and is non-PERS eligible compensation for employees working an overtime shift and receiving the premium pay.
- (e) If an employee is working overtime on the designated holiday, they would receive the holiday premium pay for hours worked in addition to their overtime compensation. Non-PERS designated holidays include Christmas Eve each year and holidays that fall on non-PERS recognized days.

- (f) The Veterans Day holiday will always be observed and the holiday premium pay earned on the PERS recognized date. Accordingly, if November 11th falls on a Saturday, the previous Friday will be the observed holiday and should November 11th fall on a Sunday, the following Monday will be the observed holiday.
- (g) In the case of shift trades on holiday, the employee actually working on the holiday as defined above will receive the premium pay.
- (h) The parties acknowledge that premium pay earned on a non-PERS designated holiday is not PERS-eligible compensation.

ARTICLE 12. SUBSISTENCE ALLOWANCE:

Section 1: The CITY shall provide a uniform allowance, called a subsistence allowance, to all personnel, excluding those in Section 2, covered by this Agreement to buy and maintain Class A and Class B uniforms as prescribed by the Fire Chief. Such allowance shall be paid monthly, and added to the employee's paycheck. The subsistence allowance shall be seventy-two dollars and fifty cents (\$72.50) bi-weekly for the term of the agreement. The increased subsistence allowance reflects the costs of approved work boots that are considered personal protective equipment that would be provided by the CITY. The ASTM International standards, F 2412, Test Methods for Foot Protection, and F 2413 or ANSI Z41.

Specification for Performance Requirements for Protective Footwear will apply and employees are required to purchase these work boots from their subsistence allowance.

Section 2: Upon hire, an employee shall receive a twelve (12) month uniform allowance advance for the initial purchase of uniforms. Should the employee quit or be terminated, the amount advanced shall be prorated according to the days worked and any monies due the CITY will be deducted from the employee's final check or by cash payment by the employee.

- (a) Employees who are hired into an IAFF represented position who already have received uniforms and/or clothing as a part of the Fire Training Academy or while working in a part time capacity shall have their twelve (12) month uniform allowance advance reduced by the amount of money spent on the uniforms and/or clothing. The reduction of the uniform allowance advance will be based on a twelve month rolling

period.

Section 3: Uniform standards shall be at the discretion of the CITY, after consultation with the UNION. Standard uniform specifications will not be changed without ninety (90) calendar days' written notice.

Section 4: The initial cost of any change in the Fire Department dress code shall be borne by the party initiating the change.

ARTICLE 13. SICK LEAVE:

Section 1: Sick leave, for those employees working twenty-four (24) hour shifts (56-hour workweek), shall accrue at the rate of twenty-four (24) hours per month, commencing on the first day of hire into a regular position.

- (a) Employees temporarily on a thirty-eight (38) hour workweek will continue to accrue sick leave at the fifty-six (56) hour rate. Leave banks will not be converted or altered.
- (b) Employees shall be paid their current hourly rate for each hour of sick leave used.
- (c) Employees assigned to a regular forty (40) hour schedule shall accrue ten (10) hours of sick leave each month.
- (d) Employees assigned to a regular thirty-eight (38) hour schedule will accrue nine and one half (9.5) hours of sick leave each month.

Section 2: Sick leave will accrue on an unlimited basis.

Section 3: Upon approval of the Fire Chief or designee, sick leave may be used by employees:

- (a) Who are incapacitated from the performance of their duties by illness or injury, or
- (b) Whose attendance is prevented by public health requirements, or
- (c) Who are required to absent themselves from work for the purpose of keeping an appointment with a doctor, or
- (d) Who are required to absent themselves from work to personally care for a member of their immediate family in those medical emergencies which require the employee's prompt attention, or

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

Section 4: Members of the bargaining unit will be used to fill vacancies caused by sick leave; however, nothing in this section shall be construed to require the CITY to fill such vacancy.

Section 5: With the exception of sick leave depletion, annual leave shall not be used in place of sick leave.

Section 6: Employees who do not become ill on the job shall call in as required by department policy before the beginning of their shift when using sick leave.

Section 7: Any full-time employee who has exhausted all accumulated sick leave will be granted use of accrued annual leave. Leave without pay may be granted when all other leaves (annual and sick) are exhausted per the provisions of Article 8 Section 3 of this Agreement.

Section 8: Employees who have accumulated the maximum sick leave hours defined in Section 9 (c) (one thousand nine hundred twenty [1920] hours), and Section 10 (c) (one thousand two hundred sixty [1260] hours), will be compensated for ninety-six (96) hours unused sick leave annually, unless the employee elects to opt-out. Regularly assigned forty (40) hour employees shall be compensated for forty (40) hours of pay once they accumulate nine hundred and forty-eight (948) hours of sick leave annually, unless the employee elects to opt-out. Regularly assigned thirty-eight (38) hour employees will be compensated for thirty-eight (38) hours of pay once they accumulate nine hundred (900) hours of sick leave annually, unless the employee elects to opt-out.

- (a) To qualify, employees must have reached the maximum accrual amount after receiving their November 1st allocation.
- (b) Sick leave utilization will be monitored for the following twelve months; November 1st through October 31st.
- (c) Employees who have at least ninety-six (96) hours of unused sick leave remaining from the two hundred eighty-eight (288) hours of accrual during the previous twelve months (November 1st through October 31st) will be compensated for those ninety-six (96) hours at their regular rate of pay in their 1st paycheck in December. Only employees active on December 1st are eligible

for this compensation. This compensation is not considered time worked for the purpose of calculating overtime and is not PERS-eligible compensation.

- (d) Unused sick leave accrued during the year in excess of the ninety- six (96) hours will be added to the employee's sick leave bank.
- (e) Regularly assigned forty (40) hour employees who have at least forty (40) hours of unused sick leave remaining from the one hundred twenty (120) hours of accrual during the previous twelve (12) months (November 1st through October 31st) shall be compensated for those forty (40) hours at their regular rate of pay in their 1st paycheck in December. Only employees active on December 1st are eligible for this compensation. This compensation is not considered time worked for the purpose of calculating Overtime and is not PERS eligible compensation.
- (f) Unused sick leave accrued during the year in excess of forty (40) hours will be added to the employee's sick leave bank.
- (g) Regularly assigned thirty-eight (38) hour employees who have at least thirty-eight (38) hours of unused sick leave remaining from the one hundred fourteen (114) hours of accrual during the previous twelve (12) months (November 1st through October 31st) will be compensated for those thirty-eight (38) hours at their regular rate of pay their 1st paycheck in December. Only employees active during the first pay period in December 1st are eligible for this compensation. This compensation is not considered time worked for the purpose of calculating overtime and is not PERS-eligible compensation.
- (h) Unused sick leave accrued during the year in excess of the thirty-eight (38) hours will be added to the employee's sick leave bank.
- (i) Eligible employees who have worked on a fifty-six (56) hour schedule who are temporarily assigned to a thirty-eight (38) hour schedule who have used the equivalent of eight (8) or less days of sick leave during the review period of November 1st through October 31st; regardless if those hours/days are used during a fifty-six (56) or thirty-eight (38) schedule, will receive up to ninety-six (96) hours of compensation at the fifty-six (56) hour rate in their 1st paycheck in December.

Section 9: Employees hired prior to July 1, 1995, upon termination without cause shall be eligible for payment of accrued sick leave based on the employee's

hourly rate on a fifty-six (56) hour schedule, regular forty (40) hour schedule, or regular thirty-eight (38) hour schedule as follows:

- (a) Upon resignation, the employee shall be paid accrued sick leave hours not to exceed eight hundred (800) hours for fifty-six (56) hour schedules, five hundred and seventy-two (572) hours for a forty (40) hour schedule, or five hundred forty-three (543) hours for a thirty-eight (38) hour schedule.
- (b) In the case of death of an employee during their tenure with the CITY, one hundred percent (100%) of the employee's unused sick leave shall be paid per the provisions of Article 2 Section 4 of the Joint Benefits Agreement.
- (c) An employee upon retirement under the provisions of the Nevada Public Employees Retirement System (PERS), or an employee, upon termination without cause from the CITY, who retires under the provisions of the Social Security Act, or retirement as a result of a job-related disability resulting in mandatory separation from CITY employment, shall be paid one hundred percent (100%) of unused accrued sick leave not to exceed one thousand nine hundred twenty (1920) hours at their current hourly rate of pay based on a fifty-six (56) hour workweek, one thousand three hundred seventy-two (1372) hours at their currently hourly rate of pay based on the forty (40) hour workweek, or one thousand three hundred and three (1303) hours at their current hourly rate of pay based on a thirty-eight (38) hour workweek.

Section 10: Employees hired July 1, 1995, or thereafter, with ten (10) or more years of full-time service, upon termination without cause shall be eligible for payment of accrued sick leave based on the employee's hourly rate on a fifty-six (56) hour, regular forty (40) hour schedule, or regular thirty-eight (38) hour schedule plus longevity, if applicable, as follows:

- (a) For employees hired July 1, 1995, or thereafter, with ten (10) or more years of service, upon termination for any reason excluding disciplinary termination or retirement, sick leave hours accrued shall be computed based upon the employee's hourly rate based on a fifty-six (56) hour, regular forty (40) hour workweek, or regular thirty-eight (38) hour workweek, and shall be paid accrued sick leave hours not to exceed eight hundred (800) hours for the fifty-six (56) hour workweek, five hundred seventy-two (572) hours for a forty (40) hour workweek, or five hundred forty-three (543) hours for the thirty-eight (38) hour workweek.
- (b) For employees hired July 1, 1995, or thereafter, in the case of

death of the employee during their tenure with the CITY, one hundred percent (100%) of the employee's unused sick leave shall be paid per the provisions of Article 2 Section 4 of the Joint Benefits Agreement.

- (c) Employees hired July 1, 1995, or thereafter, upon retirement under the provisions of the Nevada Public Employees Retirement System, or employees, upon termination from the CITY, who retire under the provisions of the Social Security Act, shall be paid for all accrued unused sick leave not to exceed one thousand two hundred sixty (1260) hours based on a fifty-six (56) hour workweek, nine hundred (900) hours at their current hourly rate of pay based on a forty (40) hour workweek, or eight hundred fifty-five (855) hours at their current hourly rate of pay based on a thirty-eight (38) hour workweek.

Section 11: Employees found guilty of abuse of sick leave shall be subject to disciplinary action.

- (a) Employees shall report to work if recovery of illness is made during the normal work hours. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when an employee is on such leave is considered evidence of abuse of sick leave unless approved in advance in writing by the Fire Chief or designee.
- (b) Employees, who utilize sick leave in a manner that indicates an intentional pattern of usage that is inconsistent with approved sick leave usage, as viewed from the perspective of a reasonable person of average intelligence, will be considered to be evidence of sick leave abuse subject to the "formal process" under the Conduct section of the EDPP.
- (c) Employees, who have experienced greater than eight (8) occurrences of sick leave utilization in the previous twelve (12) month period from the date of the sick leave occurrence, will lose their ability to participate in shift trades for a period of six (6) months. If at the end of that six (6) month timeframe, the employee continues to have greater than eight (8) occurrences of sick leave in the previous twelve (12) months, the employee would lose their access to shift trades for an additional six (6) months. Shift trade access will not be granted until the employee has a twelve (12) month period with eight (8) or less occurrences.
- (d) Employees who have greater than eight (8) occurrences of sick leave may be subject to the provisions of the Employee

Development and Performance Program. It is expected that the “informal process” will change and correct the recognized behavior and an employee who continues to display unacceptable sick leave usage will be subject to the “formal process” under the Conduct section of the EDPP.

- (1) An occurrence is defined as the use of sick leave greater than four (4) hours.
- (2) Continuous sick leave usage of twenty-four (24) hours or more is considered one occurrence. Any return to work will be considered a break in continuous sick leave usage.
- (3) The evaluation period for sick leave utilization is a rolling twelve (12) month period looking back from the date of the current occurrence.
- (4) Approved FMLA absences are not considered occurrences.

Section 12: Other than as specifically outlined herein, sick leave shall have no cash value.

ARTICLE 14. RETIREMENT:

- Section 1: The CITY and the UNION agree that all employees shall participate in the Public Employees Retirement System of the State of Nevada, in accordance with the rules of that system.
- Section 2: Increases or decreases in mandatory contributions as determined by the Public Employees Retirement System (PERS), for employees covered by this Agreement, will be split evenly between the employee and the CITY.
- Section 3: The CITY shall comply with all the provisions of NRS 286.421 for the purpose of paying the employee's retirement contribution, but will not pay for the purchase of eligible service.

ARTICLE 15. ANNUAL LEAVE:

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

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

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

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

Years of Service	Accrued Hours	Accrued Shifts
During 1 st year	40	4 shifts
2 nd through 5 th year	120	12 shifts
6 th through 12 th year	160	16 shifts
13 th through 20 th year	200	20 shifts

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

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

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

- Section 3:
- (a) Fifty-six (56) hour employees may accumulate and carry over annual leave up to a maximum of seven hundred twenty (720) hours.
 - (b) Permanently assigned forty (40) hour employees may accumulate and carry over annual leave up to a maximum of five hundred and five (505) hours.
 - (c) Permanently assigned thirty-eight (38) hour employees may accumulate and carry over annual leave up to a maximum of four hundred eighty (480) hours.
 - (d) Any annual leave which exceeds the allowed maximum will be forfeited the last day of the last full or partial pay period charged to the calendar year.

- Section 4: Regular employees with one (1) or more years of full-time service, upon separation shall be paid one hundred percent (100%) of accrued annual leave up to the allowed maximum. In the event of a UNION member's death, one hundred percent (100%) of accrued annual leave will be disbursed per the provisions of the previously bargained Joint Benefits Agreement.
- Section 5: Applications for annual leave shall be approved in advance by the Shift Captain and Fire Chief or their designees. Vacation scheduling guidelines shall be part of the Fire Department Rules and Regulations. The CITY retains the right to determine whether or not such annual leave shall be approved.
- Section 6: In exceptional circumstances, employees with one (1) or more years of service may be advanced annual leave, subject to approval of the CITY Manager or designee.
- Section 7: An employee who has taken advance annual leave beyond that accrued at the time of termination shall make restitution for such leave, either by deduction from any amount owed to them by the CITY or by cash refund.
- Section 8: No annual leave will be paid unless the employee has completed six (6) months of continuous service.
- Section 9: Members of the bargaining unit will be used to fill vacancies caused by annual leave and/or any other leave that creates a vacancy; however, nothing in this section shall be construed to require the CITY to fill such vacancy.
- Section 10: It is the employee's responsibility to assure that their annual leave balances do not exceed the maximum allowable accumulated annual leave at the end of the designated calendar year. The CITY will not be responsible for making up any time forfeited at the end of the year that is caused by an individual taking insufficient vacation time.

ARTICLE 16. UNION BUSINESS LEAVE:

- Section 1: Four (4) members of the UNION Negotiating Team shall be granted leave from duty with full pay for all meetings between the CITY and the UNION for the purpose of negotiations, when such meetings take place at a time during which such members are scheduled to be on duty.
- (a) It is agreed between the parties that no more than four (4) representatives from the CITY and the UNION will sit at the table for purposes of negotiation. Exceptions would be allowed, provided that the opposite party is in agreement.

Section 2: One (1) member of the UNION Grievance Committee shall be granted leave from duty for all meetings between the CITY and the UNION for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3: The CITY agrees to provide twenty-four hundred (2400) hours per fiscal year for use of the Union President or designee to conduct UNION business, i.e. conventions, seminars, Honor Guard, training, etc. UNION officials or their designated representatives may be granted additional leave for any reasonable and just cause as may be determined by the Fire Chief.

The President, or their designee, will determine the use of association leave.

Section 4: During the negotiations of this Agreement, the CITY and the UNION expressly agree that the time spent by the UNION's employee representatives in performing duties or providing services toward the purpose of this Agreement and in obtaining these joint benefits, and the allowance for the use of Union Leave, as well as attending Committee meetings and future negotiations to be conducted during normal work hours without payment for such time or reimbursement by the UNION for such time, have been negotiated with sufficient concessions made in past bargaining pursuant to and in compliance with NRS 288.225.

The parties acknowledge that the previous concessions used to value Union Leave provided for in this Agreement satisfy the IAFF financial obligation in compliance with NRS 288.225.

ARTICLE 17. OTHER LEAVES:

Section 1: Leave of Absence/Leave Without Pay:

(a) Upon application to the Fire Chief, an employee may be granted a leave of absence without pay for a period not to exceed ninety (90) calendar days without prejudice to their status, provided that such application shall have first been approved by the Fire Chief and by the City Manager or designee. Upon approval of the City Manager or designee, an employee may be granted an unpaid ninety (90) day leave of absence for good and valid reasons. During such leave that exceeds thirty (30) days, the employee will not be eligible for any benefits nor:

- will any annual or sick leave accrue;
- service credit toward within-grade increase be given;
- service credit toward completion of probation, qualifying

- period, or seniority be given; or
- be eligible for longevity pay, if applicable to the employee

Section 2: Jury Duty:

Employees who are called to serve jury duty will be paid regular pay for time served during their scheduled working hours. All jury duty pay will be retained by the employee.

- (a) Those persons called but not selected to serve on the jury shall report back to work when excused. Those persons selected to serve on the jury will not be required to report back to work until released by the court.

Section 3: Military Leave:

Military leave shall be granted as follows: When an employee enters any branch of the Armed Forces of the United States, whether by enlistment, recall or active duty, selective service, or call to duty from the Nevada National Guard or other military reserve unit the following rules shall apply:

- (a) The employee may be given military leave without pay.
- (b) During the period of military service the employee shall retain all rights to which they are entitled under the provisions of the Charter of the CITY and this collective bargaining agreement provided that during a period of military leave in excess of thirty (30) days, annual or sick leave credit may not accumulate unless in a paid status. During a declared time of war, a recalled employee shall be compensated the difference between their military pay and regular classification pay from the CITY.
- (c) After the completion of service the employee may be restored to their former position if the employee is able to perform their former service to the CITY, provided that the employee makes written application for immediate reinstatement within ninety (90) days after receiving an honorable discharge or release from active duty. The provisions of this subsection shall not apply to any employee receiving anything other than an honorable discharge or release from active duty.
- (d) Persons employed to fill positions becoming vacant under these rules shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning employee to their former position in accordance with subsection (c).

- (e) An employee who works fifty-six (56) hours in the Bargaining Unit having a reserve status in any of the regular branches of the Armed Services of the United States or Nevada National Guard, upon request to serve under official orders shall be relieved from their duties, without loss of pay for a period not to exceed three hundred sixty (360) hours in any one (1) calendar year. The employee shall file with the CITY a copy of such orders indicating thereon the date said duty is to commence and the date duty is to cease. The employee shall receive their regular compensation in addition to their military pay.

Section 4: Bereavement Leave:

For fifty-six (56) hour employees:

- (a) Upon the death of an immediate family member, an employee will be granted up to forty-eight (48) hours of bereavement leave. Bereavement leave is independent of other types of leave.
- (b) In the event the funeral services are held five hundred (500) miles or more from the City limits of Henderson, Nevada, forty-eight (48) additional hours of bereavement leave may be granted.

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

- (a) Upon the death of an immediate family member, an employee will be granted up to three (3) work days off with pay during the fourteen (14) day period after the notification of such death. Use of these three (3) days beyond the fourteen (14) day period requires approval of the Chief or their designee. Bereavement leave is independent of other types of leave.
- (b) In the event the funeral services are held five hundred (500) miles or more from the City limits of Henderson, Nevada, two (2) additional work days of bereavement leave may be granted. Use of these two days beyond the fourteen (14)-day period requires approval of the Chief or their designee.

Section 5: Special Leave:

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

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

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

ARTICLE 18. PAYROLL DEDUCTIONS:

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

Section 2: The CITY agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the UNION as union dues and is so certified by the Secretary/Treasurer of the UNION. The UNION will certify to the CITY, in writing, the current rate of membership dues. The CITY will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. The CITY will require written confirmation from the President of Local 1883 when membership dues are increased.

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

Section 4: The UNION agrees to indemnify and hold the CITY harmless against any and all claims, suits, orders or judgments brought or issued against the CITY as a result of any action taken or not taken by the CITY under the provisions of this Article.

Section 5: The CITY will not be required to honor any bi-weekly deduction authorizations that are delivered to the Human Resources Director after the beginning of the pay period during which the deductions should start.

Section 6: The UNION agrees to refund to the CITY any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

ARTICLE 19. GRIEVANCE PROCEDURE:

Section 1: Any dispute concerning the interpretation or application of an expressed provision of this Agreement or a Rule and Regulation shall be subject to this, and exclusive to this, grievance procedure.

- STEP 1: The UNION Grievance Committee, upon receiving a written and signed request, shall determine if a grievance exists. If, in their opinion, no grievance exists, the matter will be deemed settled. In the event the UNION chooses not to pursue a grievance involving demotion or termination, the employee filing a grievance may pursue the matter, without the assistance of the UNION, in accordance with the remainder of this Article. All costs incurred by the employee, including but not limited to those outlined in Section 7 of this Article, will be the responsibility of the employee. Should a terminated employee choose to arbitrate their dispute, both the CITY of Henderson and the employee will be required to place five thousand dollars (\$5,000) into an escrow account to ensure the payment of the arbitrator as detailed in Section 7 of this Article. Should the grieving individual fail to comply with this requirement within twenty-one (21) calendar days of notification of the escrow account details, they will forfeit their ability to arbitrate the issue and the matter will be considered withdrawn and resolved.
- STEP 2: If a grievance exists, the Grievance Committee Chairman shall, with or without the physical presence of the aggrieved employee, within thirty (30) calendar days from the date of the occurrence, present a signed written grievance to the department head or their designee for adjustment. The grievance will contain the specific provisions of the contract alleged to be violated.
- STEP 3: If, within thirty (30) calendar days after submission to the Fire Chief or their designee, the grievance has not been settled, the employee or the UNION may submit it for adjustment to the City Manager, or designee, within an additional seven (7) calendar days.
- STEP 4: If, within thirty (30) calendar days after having been submitted to the City Manager, the grievance has not been settled, the employee or the UNION may submit it to arbitration within seven (7) calendar days for adjustment. The employee or the UNION shall advise the CITY in writing that it is seeking arbitration and shall designate in writing the specific provision or provisions of the Agreement at issue.

- Section 2: An Arbitrator shall be selected from a list of seven (7) names supplied by the Federal Mediation and Conciliation Service (FMCS) by alternately striking names from the list with the UNION striking the first name. The arbitration shall be conducted under the rules of FCMS. Any correspondence by either party to the FCMS will be copied to the opposite party.
- Section 3: The jurisdiction and authority of the Arbitrator, and the Arbitrator's opinion and award, shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement at issue between the UNION and the CITY. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure or to consider any term or condition of employment not expressly set forth within a provision of this Agreement. In the case of discipline, the Arbitrator's authority shall be limited to the written charges against and the discipline given to the employee. The Arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the CITY and the UNION. The award, in writing, of the Arbitrator on the merits of any grievance adjudicated within their jurisdiction and authority as specified in this Agreement shall be final and binding.
- Section 4: Nothing herein shall preclude any employee from discussing their grievance with the immediate supervisor up to and including the department head or their designee for informal adjustment.
- Section 5: Failure to process the grievance within the time limits established in the preceding sections presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the CITY's representatives to answer the grievance in the time limits established in the preceding sections presumes that the claim made in the grievance is sustained and that the satisfaction requested will be provided.
- Section 6: The time limits specified in the preceding sections may be extended by the agreement of both parties.
- Section 7: The cost of the arbitration shall be borne by the non-prevailing party. The Arbitrator shall designate the losing party.
- (a) The cost of arbitration shall include the Arbitrator's fees and expenses, and the cost of any hearing room. Provided that should one party offer to hold the hearing in a location where there would be no charge, that party, should it be determined to be the non-

prevailing, shall not be required to pay for the cost of a hearing room.

- (b) Expenses in regard to wages or compensation of any witness called before the Arbitrator, and any other expenses such as professional services, court reporters, consultants, preparation of briefs and compilation of data, shall be borne by the party preparing such evidence.
- (c) In the event the Arbitrator requests a court reporter, this cost shall be borne by the non-prevailing party.

Section 8: If a grievance is filed, the CITY shall permit the Union President or designee to inspect relevant non-privileged documents in the possession of, or under the control of, the CITY. The UNION agrees that it must maintain the confidentiality of the information contained in any document inspected that is not readily available to the public. The Union further agrees that it will only use the information learned from a post-grievance inspection in connection with the resolution of the specific grievance triggering the right to inspect and for no other purposes.

ARTICLE 20. PREMIUM PAY:

Section 1: Temporary work assignments to an established position within the bargaining unit of higher grade shall be compensated as follows:

- (a) An employee assigned to work out of classification shall be paid a premium pay above their base hourly wage for all hours worked at the higher classification. That premium shall be:

Firefighter works as Fire Engineer	-	10%
Firefighter works as Fire Captain	-	20%
Paramedic works as Fire Captain	-	10%
Paramedic works as MSO	-	10%
Fire Engineer works as Fire Captain	-	10%
Fire Captain to Battalion Chief		15%

- (1) An employee, certified as an EMT and assigned to and operating a paramedic rescue and assisting a Firefighter/Paramedic, shall be paid five percent (5%) above said employee's base wage for hours actually worked.

- (2) When a Firefighter properly licensed by the State of Nevada works out-of-class as a Firefighter/Paramedic, the employee will receive a maximum of ten percent (10%) above their base wage.
 - (3) This section shall not apply to employees who request and are granted the opportunity to train and improve their effectiveness of a higher rated classification.
- (b) An employee who is temporarily assigned to work a thirty-eight (38) hour workweek for at least one (1) pay period shall be paid a premium pay above their hourly wage for all hours worked. The premium shall be ten percent (10%).
- (1) Those employees that are placed on a thirty-eight (38) hour workweek for the accommodation of temporary modified duty for a work related or non-work related injury or illness will not be eligible for the ten percent (10%) premium pay.
 - (2) Those employees that attend a training class will not be eligible for the ten percent (10%) premium pay.

Section 2: An employee temporarily assigned to an established position of lower grade shall be compensated at their regular salary range.

Section 3: To be eligible to work out of class an employee shall meet the minimum requirements, as established in department policy and the job description.

Section 4: Spanish Bilingual Pay Premium: UNION Members, who self-nominate themselves for the Spanish Bilingual Pay Premium and successfully complete the City-provided Spanish proficiency exam, will receive eighty dollars (\$80) per month beginning the 1st month after they have completed this assessment. Once a UNION member has successfully completed the mandatory assessment, they will not be required to complete another exam unless they voluntarily withdraw and then wish to re-enter this program.

Should the UNION Member demonstrate an unwillingness to utilize their Spanish language skills for the benefit of the department, the department may remove the individual from the list of those eligible for the monthly premium.

Section 5: Paramedic Preceptor: Employees identified as Paramedic Preceptors will receive a two percent (2%) base pay assignment premium for the term

of the assignment and an additional eight percent (8%) premium when performing the preceptor duties.

Section 6: Technical Rescue Team (TRT): Employees identified as a member of a Technical Rescue Team will receive a five percent (5%) base pay assignment premium while regularly assigned to Station 82.

Section 7: Hazardous Materials Response Team: Employees identified as a member of a Hazardous Materials Response Team will receive a five percent (5%) base pay premium for hazardous duty pay while regularly assigned to Station 98.

Section 8: When working as a Paramedic Preceptor, on a TRT or on a Hazardous Materials Response Team assignment, the assignment is not considered a promotional position and therefore, there is not a property right in that position. The CITY retains the ability to transfer any employee working in these assignments to other duties for the benefit of the Fire Department's operation.

Section 9: Assignment premiums cannot be "stacked." Should an employee be working in a situation where two (2) premiums are available, they would be paid the higher of the two (2) premiums. This stacking preclusion does not apply to the Spanish Bilingual Premium Pay.

Section 10: Acting Battalion Chief:

(a) A Captain assigned to work out of class into the position of Battalion Chief shall be paid a fifteen percent (15%) premium for hours worked.

(b) The out of class will be coded in TeleStaff as OOC 15. Overtime for acting BC will be coded OT OOC fifteen percent (15%).

Section 11: Lead Paramedic: Employees identified as Lead Paramedics will receive a ten percent (10%) base pay assignment premium for the term of the assignment.

ARTICLE 21. DISCIPLINE AND REPRIMAND:

Section 1: It is agreed that the CITY has a right to discipline or discharge, in accordance with the Employee Development and Performance Program (Exhibit B). Discipline matters, as outlined in the Employee Development and Performance Program, and discharge are subject to the grievance procedure.

Section 2: No discipline shall be imposed for the exercise of freedom of speech

in UNION affairs upon a member of the UNION.

Section 3: A copy of any written complaint, reprimand, deficiency report, or similar document, shall be furnished to the UNION, upon request of the employee. Subject to scheduling an appointment, an employee may review their personnel file during the normal duty hours of the Human Resources Department.

Section 4: No member shall be compelled to submit to a polygraph examination against their will. No disciplinary action or other discrimination shall be taken against a member for refusing to submit to a polygraph examination. Testimony regarding whether an employee refused to submit to a polygraph examination shall be confined to the fact that, "The Henderson Fire Department does not compel its personnel to submit to a polygraph examination."

ARTICLE 22. STRIKES:

Section 1: The UNION agrees that there shall be no strikes.

Section 2: Despite possible disputes, UNION personnel will continue to furnish efficient fire protection to the CITY.

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

Section 1: It is agreed that this Agreement shall be controlled exclusively by the provisions herein. It is understood by the CITY and the UNION that the employees covered under this contract are not subject to the CITY's Civil Service Rules.

Section 2: The Rules and Regulations of the Fire Department ("Department Rules") in effect upon the effective date of this Agreement shall remain in effect and unchanged with regard to those matters listed in NRS 288.150, subjects of mandatory bargaining.

Section 3: The UNION Executive Board shall be given ten (10) calendar days' notice in writing of any proposed modification of the Department Rules and allowed to present its view thereon. When existing Department Rules are changed or new Rules established, they shall be posted prominently on all fire house bulletin boards for a period of five (5) consecutive work days before the effective date. All Department Rules will be in writing and provided to each employee.

ARTICLE 24. MANAGEMENT RIGHTS:

Section 1: The CITY retains the following exclusive management rights under the terms of this Agreement:

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

Section 2: Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS 288, the CITY retains the right to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency.

Section 3: The ultimate right and responsibility to manage its operations in the most efficient manner, consistent with the best interests of all its citizens, taxpayers and employees.

Section 4: All other rights not otherwise limited by the other provisions of this Agreement.

ARTICLE 25. PREVAILING RIGHTS:

Section 1: All rights, privileges, and working conditions enjoyed by the UNION personnel at the present time which fall within the scope of mandatory bargaining as defined in NRS 288.150, paragraph 2, a-v, shall remain in full force, unchanged and unaffected in any manner during the term of this

Agreement unless changed by mutual consent. The CITY retains the right to unilaterally implement any policy that pertains to those subject matters which are reserved to the local government employer in NRS 288.150, paragraph 3.

ARTICLE 26. NON-DISCRIMINATION AND ANTI-HARASSMENT:

- Section 1: The CITY and the UNION agree there shall be no discrimination or harassment against any employee based on race, color, religion, sex, pregnancy, age, national origin or ancestry, disability, veteran status, sexual orientation, gender identity or expression, status as HIV positive, genetic information, political or personal reasons or affiliations per the NRS 288.270(f), or any other consideration protected by federal, state or local laws.
- Section 2: The CITY and the UNION further recognize the requirement that the CITY, a political subdivision of the State of Nevada, adopt an affirmative action program which will include goals, objectives and timetables for the recruitment, employment, training, upgrading, and all other related functions regarding minority employees and female employees. The UNION will assist in the achievement of those goals and objectives of that program within this bargaining unit.
- Section 3: It is further agreed that the CITY and the UNION will comply with all applicable federal and state laws, executive orders, and CITY policies pertaining to non-discrimination, anti-harassment and equal employment opportunities.
- Section 4: It is agreed between the CITY and the UNION that employees violating this Article will be subject to disciplinary action up to and including termination of employment.

ARTICLE 27. BULLETIN BOARDS:

- Section 1: The CITY shall provide space for UNION bulletin boards to be located in the respective Fire Department buildings and to be used by the UNION for the posting of notices of a responsible and reasonable nature concerning UNION business and UNION activities. The location and size to be mutually agreed upon by the CITY and the UNION.
- Section 2: The CITY shall provide to the UNION the use of the CITY copy machine for UNION business as it relates to CITY business only.
- Section 3: The CITY shall allow access by the UNION to CITY E-Mail for the posting of UNION Business. Further, UNION members shall be allowed access to the UNION Web Site from CITY computer workstations.

ARTICLE 28. SENIORITY:

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

Section 2: Department seniority is defined as full time continuous service with the Fire Department that is not broken by dismissal or resignation. .

Section 3: Departmental seniority shall be determined by the following order:

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

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

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

Section 5: The classification of Paramedic Ambulance Operators shall be the first positions eliminated in a reduction in force. The City shall then, if further reduction is needed, determine which positions shall be eliminated.

Thereafter, reductions in force in the Fire Department shall be as follows:

- (a) The CITY shall exercise its discretion in respect to the lay-off of employees who have not completed the initial probationary period. The CITY shall not exercise its discretion in an arbitrary or discriminatory manner prohibited by federal or Nevada law.
- (b) Employees who have completed the initial probationary period shall be reduced in force based on departmental seniority. Thereafter employees may bump into any lower grade previously held based on in-grade seniority.
- (c) Employees shall be rehired based on department seniority provided the employees have completed the initial probationary period, and provided further the rehire occurs within one year from the date of layoff. At the discretion of the CITY, an employee's rehire shall be subject to medical certification of fitness.

ARTICLE 29. PROMOTION:

Section 1: "Promotion" shall mean the advancement of an employee with regular status to a position with a higher grade. All promotions shall be subject to a qualifying period of six (6) months. For purposes of promotion, a Firefighter who obtains a Paramedic license and is reclassified into a Firefighter/Paramedic position is not considered a promotion.

- (a) The qualifying period may be extended an additional three (3) months by the CITY.
- (b) The UNION shall be notified in writing of such extensions.
- (c) Employees serving in qualifying status who are absent from work in excess of fifty-six (56) continuous work hours may have their qualifying period extended for a like amount of time.
- (d) For the six (6) months immediately prior to the promotion, fifty percent (50%) of any full twenty-four (24) hour shifts spent in an acting position shall be counted toward the qualifying period, subject to approval of the Fire Chief. Any disapproval will be documented with reasons given, and furnished to the employee.

Section 2: Insofar as practicable and consistent with the best interest of the CITY, all vacancies in the bargaining unit shall be filled by promoting employees within the Bargaining Unit. Selections shall be made from appropriate eligibility lists established in accordance with the provisions of this Article.

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

Section 3: Appointments and promotions shall be determined by competitive examination, as follows:

- (a) Promotional examinations shall have an announcement emailed to all employees in the Fire Department and the UNION at least thirty (30) days prior to the date of the first test in the procedure. A list of reference materials shall be included in the examination notice. The apparatus to be used for the Fire Engineer's practical examination (if applicable) shall be listed on the job announcement.
- (b) All eligible applicants desiring to take an examination shall file for the examination no later than the date and time listed on the announcement. Filing shall be accomplished by completing and signing the proper documents required by the Human Resources Department.
- (c) Examination may consist of written, oral, performance, evaluation of training and experience, evaluation of weighted supplemental application form, assessment center and any other examination that is a valid selection instrument, at the discretion of the CITY. Minimum ratings for all parts of the test shall be established and posted with the job announcement.
 - (1) Whenever Assessment Centers are held, a minimum of twelve (12) candidates shall be allowed to participate in the Center, as determined by written examination from the highest score down. The CITY may allow more than twelve (12) to participate in the Center.
 - (2) The UNION shall be allowed a minimum of one (1) representative for each section of the examination. The CITY shall allow the UNION to select two (2) Captains to participate in the oral review board for captain and engineer candidates.

- (3) In the event that fewer than four (4) candidates attain a minimum rating on the written exam, the eligibility list will consist of those employees who have satisfactorily completed the written exam.
- (d) The Human Resources Director or designee shall prepare and conduct the examinations, which shall contain questions designed to test for job-related qualifications. Such tests shall be formulated on a general competitive basis, and shall not be used to facilitate the hiring of any particular individual.
- (e) Notice of examination shall be posted in the Fire Department at least thirty (30) calendar days prior to the examination date.
- (f) In all examinations, a minimum eligibility rating shall be established by the Human Resources Director or designee. Minimum ratings shall also be established for each part of the test. Candidates shall attain at least a minimum rating on each part of the test in order to receive a passing grade or to be rated on the remaining parts of the test.
- (g) The final rating shall be determined by averaging the earned rating on each part of the examination in accordance with the weights established for each part prior to the date of examination.
- (h) At the conclusion of any examination an eligibility list consisting of the names of persons successfully passing the examination, arranged in order of final ratings received, from the highest passing score to the lowest, shall be prepared and kept available in accordance with the CITY's Records Retention Schedule.
- (i) Whenever identical ratings are received, names will be arranged in order of the Henderson Fire Department seniority list.
- (j) The entire eligibility list shall be certified and appointments made directly down the list starting with the candidate having the highest overall score. When a permanent, existing vacancy is created requiring promotion, appointments shall be made from the current eligibility list in effect when the vacancy occurs. If promotions are to be made due to an increase in the compliment of apparatus or personnel, they shall be made during the pay period that the apparatus or personnel are placed "in service".
- (k) In the event that an injured employee is selected for promotion, the promotion will not be effective until the employee is released

to work on full duty status.

- (l) Eligibility lists shall remain in effect for two (2) years from the date of certification.
- (m) Prior to expiration of an eligibility list for the position of Fire Engineer or Fire Captain, a job announcement shall be posted not less than forty-five (45) days prior to the expiration of the current list for the purpose of establishing a new eligibility list. Eligibility lists for all other represented positions will be established as needed.

Section 4: Review and challenge procedure. The following shall be the procedure and policy for reviewing written tests for any and all in-house promotional recruitment for classifications covered by this contract.

- (a) After the completion of the written exam, all candidates wishing to review their own exams shall contact the Human Resources Director or designee to make an appointment. The Human Resources Department will make the appointment available to occur within ten (10) calendar days of the release of the preliminary written scores. The candidate must file, in writing, any challenge to the test or individual questions with the Human Resources Director or designee. This written challenge must occur before 5:30 p.m. on the 10th calendar day following their individual appointment, or the first day of business for the Human Resources Department following the 10th calendar day.
- (b) Only candidates may review their own examinations. Outside parties will not be permitted to review any candidate's exam.
- (c) The following guidelines apply to the review of written examinations:
 - (1) Candidate may copy only the question number.
 - (2) The candidate may write down the concept of the question, but shall not copy the question.
 - (3) The employee may not copy any portion of the test or leave the Human Resources Department with the written exam. All types of recording devices, including but not limited to, cell phones, tablets, and computers are not permitted when reviewing the written examination.

- (4) Candidates may only review those questions they missed on the written exam.
- (d) After review, if an examinee still feels their answer or question on an item is as good as or better than the keyed answer, they may file a challenge requesting the item be deleted or their answer be granted.
- (e) Challenges shall be in writing to the Director of Human Resources. Challenges shall include the basis for the challenge, resources used in the challenge and any additional information pertinent to the question from the sources listed on the job announcement.
- (f) A challenge board shall be constituted to review the challenges. This board shall consist of the Human Resources Director or designee and two additional individuals knowledgeable in the subject, one to be appointed by the CITY and one to be appointed by the UNION.
- (g) The challenge board shall review only those challenges submitted in a timely fashion consistent with these guidelines, and the board shall have by majority vote the power to either grant or deny a challenge.
- (h) When a challenge is granted by the board for a specific answer, all examinees giving that answer will be credited with having answered the question correctly, or the question may be removed from the test.
- (i) After the completion of the challenge board, all scores will be recomputed, based on challenges granted, and the candidates affected will be notified of the decision.
- (j) All decisions of the challenge board shall be final and binding on all parties. It is understood that this is not subject to the Grievance Procedure.

Section 5: Removal from an internal eligibility list. Any candidate whose name is removed from an eligibility list for any reason shall be notified by a notice mailed by registered or certified mail with a return receipt requested to their last known address.

- (a) The name of any candidate appearing on an internal eligibility list shall be removed for:
 - (1) Failure to respond to notice to report for an employment interview within forty-eight (48) hours

from the date of notice (exclusive of Friday, Saturday, Sunday, and Holidays).

- (2) It has been determined that there are sufficient grounds to disqualify the candidate.
- (3) They fail to appear for a scheduled interview, physical examination, or any other appointment which has been confirmed with the candidate, without giving acceptable prior notice to the director of human resources or their designee of their inability to appear. The decision of the Director of Human Resources is final and binding and not subject to the Grievance Procedure.
- (4) The outcome of a background investigation is not acceptable for the position under consideration.
- (5) The candidate resigns or is terminated from CITY employment.
- (6) When a person selected for appointment declines the appointment, unless they request in writing that the Human Resources Director leave their name on the eligibility list for consideration at a future time and the Director of Human Resources approves the request.

Section 6: All applicants participating in an in-house promotional selection process shall be notified in writing of their results. All candidates completing the entire process shall be notified of their final earned rating and relative position on the eligibility list. Any error in grading or rating shall be corrected, and the Director of Human Resources shall recommend to the City Manager such just disposition as is proper, notwithstanding other portions of this article.

Section 7: Employees that are promoted will be placed in their new range at least five percent (5%) above their current step.

ARTICLE 30. SPECIAL DUTY ASSIGNMENTS:

Section 1: EMS Training Paramedic

- (a) One (1) member that is a licensed Paramedic and possesses certification as a EMS Instructor I shall be assigned to the EMS Division to serve as an EMS Training Paramedic. This assignment shall be assigned to a thirty-eight (38) hour workweek.

- (b) Filling this assignment will be on a voluntary basis, with the Division Chief responsible for the EMS Division making the selection.
- (c) Should no member volunteer to fill the vacant special duty assignment in the EMS Division, the assignment shall be filled on a seniority basis, starting with the Paramedic Preceptor having the least in-grade seniority.
- (d) A member temporarily assigned to the EMS Division shall serve a minimum of twelve (12) months in this assignment. The length of this commitment may be extended by mutual agreement. Once a Paramedic Preceptor has served their mandatory twelve (12) month period in EMS, they will not be obligated to serve another twelve (12) month rotation in the EMS Division until all other Paramedic Preceptors have served their twelve (12) month obligation.

Section 2: Fire Training Engineer

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

Section 3: Fire Training Officer

- (a) Two (2) Fire Captains shall be assigned to the Training Division to serve as Fire Training Officers. These assignments will be assigned

to a thirty-eight (38) hour workweek.

- (b) Filling these assignments will be on a voluntary basis, with the Division Chief responsible for the Training Division making the selection.
- (c) Should no current Fire Captains volunteer to fill a vacant Fire Training Officer assignment (s) in the Training Division, the assignment (s) shall be filled on a seniority basis, starting with the Fire Captain with one (1) year of service beyond their probationary period and having the least in-grade seniority. If a Fire Captain is currently serving or obligated to serve as an Academy Instructor during the twelve (12) month period defined below, they will not be obligated to serve another twelve (12) month rotation in training until all other Captains have served their twelve (12) month training obligation.
- (d) A Fire Captain assigned to the Training Division shall serve a minimum of twelve (12) months in this assignment. The length of commitment may be extended by mutual agreement of the Fire Captain and the Fire Training Division Chief. Once a Fire Captain has served their mandatory twelve (12) month period in training, they will not be obligated to another twelve (12) month rotation in training until all other Captains have served their twelve (12) month training obligation.

Section 4: Lead Paramedic

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

Section 5: Operation Support Officer (OSO)

- (a) Three (3) Fire Captains shall be assigned to serve as OSO on a fifty-six (56) hour workweek.

- (b) Filling these assignments shall be made by the Fire Chief or designee. Fire Captains must have completed one (1) year of service beyond their probationary period to be considered for assignment as OSO.

Section 6: Paramedic Preceptor

- (a) The maximum number of Paramedic Preceptors that the department maintains shall be based upon a formula of the total number of "in-service" rescue units multiplied by three (3) times.

Example: 10 "in-service" rescue units X 3 = 30 total Paramedic Preceptors.

- (b) Assignment to these positions will be completed in accordance with the process that is designated in Section 6a.

ARTICLE 31. HIRING PROCEDURES:

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

Section 2: New hires shall serve a probationary period of not less than twelve (12) months or not more than fifteen (15) months.

Section 3: In the interest of promoting effective operations, enhancing sense of community and the increased economic benefit of living in the community that is served, any member hired after July 1, 2014 must reside within 100 miles of Clark County, Nevada within one (1) year of the date of hire. The Fire Chief may grant an exception to this requirement on a case-by-case basis in situations where the member lives up to 350 miles from Clark County, Nevada.

ARTICLE 32. DEFINITIONS:

This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the State of Nevada, and all terms used herein which are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

Appointing Authority: Persons having power by law or by lawfully delegated authority to make appointment to positions, terminate an employee, and other matters relating to their employment.

Arbitrator: An impartial third party chosen in accordance with the provisions of this contract.

- Base Salary: Remuneration received by the employee in accordance with the rates specified on the salary schedule established by this contract.
- Bereavement Leave: Leave granted to an employee to attend the funeral for a member of the employee's immediate family as defined herein.
- Bonding Leave: Leave granted to employees for the purpose of caring for their newly-born or newly-adopted children.
- City Manager: The person designated as the chief executive officer having final authority by law in all matters relating to employment in the City of Henderson, except as provided for herein.
- Classification: A group of positions which have essentially similar duties and responsibilities, are allocated to the same salary range by this contract, and are designated by the same general title.
- Classification Specifications: A written description of the work required of positions in the classification that includes the classification title, definition, authority, examples of duties and responsibilities, and minimum or desirable qualifications. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position.
- Demotion: Movement of an employee from one classification to a different classification that is of a lower salary grade than the original classification.
- Emergency Annual Leave: Leave that may be granted after a request for immediate annual leave that, by the nature of the condition prompting the request, could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy.
- Gender Definition: In accordance with NRS 0.030, and except as otherwise expressly provided in a particular statute or required by this context:
- (a) the masculine gender includes the feminine and

neuter genders;

(b) the singular number includes the plural number, and the plural includes the singular;

(c) the present tense includes the future tense

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

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

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

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

In Service Unit: Units that operate at 24 hours, 365 days a year as identified in Article 10, Section 6.

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

Negotiations: The process of collective bargaining between the CITY and the UNION that determines the contract between the CITY and the UNION.

Normal Work Day: The hours normally required for an employee to work any one day or one shift pursuant to the terms of this contract.

Normal Workweek: An employee's normal workweek will be as designated depending upon work site and classification assignment.

Overtime: Time that an employee works in addition to the employee's normal work schedule.

Paternity Leave: Leave granted male employees for the purposes of caring for newly-born or newly-adopted children.

Probationary Employee An employee who has not completed the initial one-year (Initial Hire):probationary period of employment and whose regular appointment has not been confirmed. Probationary employees may not appeal separation from CITY employment for performance or disciplinary reasons through the grievance procedure of this contract.

Promotion: A change of an employee from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the employee or reallocation of the position. Such advancement carries more responsibility and an increased salary.

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

Reassignment: The movement of an employee or a position from one work unit to another within the organization with no change of classification.

Reclassification: The movement of an employee from one classification to another classification resulting from significant changes in assigned duties and responsibilities.

Regular Employee: One who has successfully completed their initial probationary period or qualifying period and whose appointment has been confirmed in a permanent position.

Salary Range: The minimum and maximum base salary that may be paid to an employee working in a classification in accordance with the salary grade to which the classification is allocated.

Salary Schedule: The step, grade, and range structure for allocation of classifications as established by this contract.

Salary Step: An increment within a salary grade which designates

a specific pay rate.

Service Date

Usually the actual date of hire, an employee's service date (Anniversary Date): Is that date which reflects the length of continuous active employment with the City of Henderson. For purposes of determining seniority, or other matters associated with length of active employment, the service date shall be adjusted to accommodate any period of leave without pay in excess of thirty (30) calendar days. Prior service periods of employment will not be used in the calculation of service date.

Shift:

The hours which an employee is normally scheduled to work on any regular workday.

Step Increase:

A salary increase between steps of a given salary range marking a steady progress from the minimum of the grade to the maximum.

Suspension:
pay,

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

Termination:

The separation of an employee from employment with the City of Henderson.

Within-Grade Increase:

A salary increase from one step within a salary grade to a higher step within the salary grade awarded on the basis of merit.

ARTICLE 33. SAVINGS CLAUSE:

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

ARTICLE 34. EFFECTIVE DATE:

- Section 1: This **First Amended and Restated** Agreement shall be effective July 1, 2021, and shall remain in full force and effect up to and including June 30, 2024, and during the period of any statutory impasse procedures.
- Section 2: In the event either party desires to open negotiations concerning the terms of a successor agreement, written notice of such desire shall be given on or before February 1, 2024.
- Section 3: In the event the parties cannot negotiate a new Agreement, it is agreed that the parties shall comply with statutory impasse procedures.
- Section 4: Each party reserves its rights as established by Chapter 288 of the Nevada Revised Statutes, as amended.

ARTICLE 35. AGREEMENT SEVERABLE:

- Section 1: This Agreement is declared to be severable and if any paragraph, phrase, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement, and those parts not declared void shall be binding upon the parties. The parties agree that, if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof. This Agreement is the entire Agreement of the parties terminating all prior Agreements.

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

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

Date of Council Action: **August 23, 2022**

**CITY OF HENDERSON
CLARK COUNTY, NEVADA**


DocuSigned by:
Bristol Ellington for
1BBE9CE746884C5

RICHARD DERRICK
City Manager /CEO

10/27/2022 | 7:37 AM PDT

Date

ATTEST:

DocuSigned by:
Jose Luis Valdez 
D8624203149447E...

JOSE LUIS VALDEZ, CMC
City Clerk

APPROVED AS TO FUNDING:

DocuSigned by:
Jim McIntosh
E6132FE9CD8B4AA...

JIM MCINTOSH
Chief Financial Officer

APPROVED AS TO CONTENT:

DocuSigned by:
Brooke Stream
00E6B4B7D52440D...

BROOKE STREAM
Director of Human Resources

APPROVED AS TO FORM:

DocuSigned by:
Nicholas G. Vaskov
C8274A57AA6A4AD...

NICHOLAS G. VASKOV
City Attorney

DS
[Signature]

CAO
Review

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1883

DocuSigned by:
Dan Pentkowski
C76FDCBC0A74407...

Name: Dan Pentkowski
Title: President

10/11/2022 | 9:44 AM PDT

Date

Wage Schedule
Fiscal Year 2021-2022
Effective July 1, 2021 (Revised October 4, 2021)
Includes COLA Increase (2.95%) and PERS Reduction (0.75%)
Addendum – Revised Exhibit A

Position Title	Hrs	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step10	Step 11	Step 12
Fire Captain	56	26.864	28.207	29.617	31.102	32.655	34.288	36.001	37.800	39.690	41.674	-	-
Fire Captain	38	39.590	41.571	43.646	45.830	48.120	50.524	53.056	55.707	58.494	61.417	-	-
Fire Engineer	56	23.359	24.527	25.756	27.041	28.394	29.814	31.306	32.869	34.513	36.240	-	-
Fire Engineer	38	34.424	36.148	37.953	39.852	41.842	43.937	46.132	48.442	50.861	53.404	-	-
Fire Fighter	56	18.695	19.631	20.611	21.643	22.724	23.861	25.054	26.304	27.623	29.004	30.453	31.976
Fire Fighter	38	27.551	28.928	30.374	31.894	33.489	35.161	36.924	38.767	40.705	42.740	44.878	47.124
Fire Fighter/Paramedic	56	21.188	22.246	23.359	24.527	25.756	27.041	28.394	29.814	31.306	32.869	34.513	36.240
Fire Fighter/Paramedic	38	31.221	32.785	34.424	36.148	37.953	39.852	41.842	43.937	46.132	48.442	50.861	53.404
Medical Services Officer	56	26.864	28.207	29.617	31.102	32.655	34.288	36.001	37.800	39.690	41.674	-	-
Medical Services Officer	38	43.548	45.727	48.011	50.415	52.932	55.579	58.362	61.278	64.343	67.560	-	-
Paramedic Ambulance Operator	38	24.989	26.240	27.551	28.928	30.374							
Public Education Specialist	38	33.769	35.460	37.230	39.094	41.049	43.100	45.257	47.517	49.894	52.389	-	-
Senior Fire Investigator	38	48.263	50.596	52.926	55.268	-	-	-	-	-	-	-	-
Senior Fire Investigator	40	48.263	50.596	52.926	55.268								

Exhibit B: EMPLOYEE DEVELOPMENT and PERFORMANCE PROGRAM

THEORY OF EMPLOYEE DEVELOPMENT and PERFORMANCE PROGRAM

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

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

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

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

Employees contribute to informal resolution by:

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

When it is determined that an employee is unwilling to solve a problem, management is placed into a difficult situation. Placing the responsibility for eliminating the problem squarely on the shoulders of the employee is often the only solution. Discipline is the compelling tool used to enforce that responsibility. Failure by an employee to correct a problem results in discipline.

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

EMPLOYEE DEVELOPMENT AND PERFORMANCE PROGRAM IS A TWO-PART PROCESS

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

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

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

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

WHAT IS A PROBLEM?

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

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

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

Insubordination

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

Alcohol or controlled substances

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

Fighting

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

Threatening or striking another person

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

Dishonesty

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

Theft

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

Misconduct

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

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

Tardiness

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

Absenteeism

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

Abandonment

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

PERFORMANCE: Performance refers to a person's ability to do satisfactory and competent work. **Failure to follow established policies or rules and failure to meet performance standards are among the most common problems associated with performance. The former is within the power of a person to control, and may,**

therefore, logically result in discipline. However, the need for increased training should be considered in making any disciplinary decision concerning the employee's inability to perform to acceptable standards. Examples of performance problems include:

Appearance

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

Safety

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

Performance of Duties

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

COMPLEX PROBLEMS

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

WHICH PROCESS DO I USE?

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

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

INFORMATION GATHERING

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

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

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

THE INFORMAL PROCESS

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

- developmental ***Coaching***
- the application of ***Training***
- the removal of ***Obstacles***
- the timely delivery of ***Feedback***
- the arranging of ***Consequences***
- provide ***Counseling***

COACHING

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

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

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

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

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

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

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

- Let employees know what is expected of them by clearly defined standards and job responsibilities. Develop a work plan with agreed upon tasks and completion dates.
- Let employees know how they are doing through positive and negative feedback, evaluation of performance, and documentation of strengths and weaknesses.
- Mutually develop a plan for improvement. Monitor progress in areas that need strengthening and suggest and provide appropriate training. Recognize and praise performance improvement.
- Remember the principles of effective communication. (Effective supervisory practices, Third Edition, Chapter 9)

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

Guidelines for Effective Coaching:

- Resolutions should be discussed in terms of what is desired by the Fire Department.
- Employee's comments or reactions should be encouraged.
- The supervisor should provide a rationale for policies or rules in question.
- All persons involved should listen carefully. A tip to assist in the communication process is to re-state what is heard to ensure adequate understanding.
- Commitments to change should be sought, and the door should be kept open for

future discussions about the problem.

- Supervisors should express confidence in the employee's ability to improve.
- Coaching sessions should end on a positive note.

TRAINING

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

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

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

Guidelines for effective Training

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

OBSTACLES

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

Theory: If a person does not have the time, tools, or equipment needed to do a job,

receives conflicting instructions, or has serious personal problems that interfere with doing the job, that person will be unable to do the job properly.

Guidelines for removing Obstacles:

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

FEEDBACK

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

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

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

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

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

Guidelines for effective Feedback

Supervisors should evaluate the following questions:

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

CONSEQUENCES

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

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

Guidelines for arranging Consequences

Supervisors should evaluate the following questions:

- What differences does it make to the employee if they perform as they are supposed to? Are employees motivated to do the right thing?
- What happens when the employee does the job poorly or fails to do it at all?

COUNSELING

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

Counseling Procedure:

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

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

If the Battalion Chief or next level supervisor confirms the counseling recommendation a Counseling session should be performed and documented using the HFD Disciplinary Action Form. A copy of the form will be given to the employee, a copy will be maintained by the Captain or next level supervisor for 6 months and the counseling session will be entered into the disciplinary matrix by the Battalion Chief.

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

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

Guidelines for Effective Counseling:

The guidelines for effective counseling are similar to those for effective coaching. However, supervisors are encouraged to consider the use of privacy, appropriate communication techniques, and overall tone of discussion to differentiate a counseling session from a coaching session. Counseling sessions should end on a positive, yet serious note. They should be approached with the understanding that if the employee fails to make necessary changes:

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

SUMMARY

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

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

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

THE FORMAL PROCESS

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

The Formal Process consists of:

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

PREPARING FOR AN INVESTIGATIVE INTERVIEW

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

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

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

CONDUCTING AN INVESTIGATIVE INTERVIEW

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

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

The Investigative Interview should be conducted by the immediate supervisor and the Battalion Chief or may be conducted by the Fire Chief and/or their designee, depending upon the nature and seriousness of the event leading to the meeting. Important points to remember during any meeting between supervisors and employees are:

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

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

Tone: The tone of this meeting should be neutral.

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

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

MAKING A DECISION IN REGARDS TO DISCIPLINE

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

- Is there sufficient evidence that the employee violated a rule or procedure? Can I demonstrate that the employee understood a rule/policy that was violated?

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

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

DISCIPLINARY ALGORITHM

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

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

The Disciplinary Algorithm is designed to assist a supervisor in reaching a reasonable recommendation based solely upon the merits of the case at hand. The final level of disciplinary action will be governed by the rules of the disciplinary program software.

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

SAFETY

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

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

Questions to Ask: Supervisors must determine the following:

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

to the employee?

HONESTY

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

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

Questions to Ask: Supervisors should evaluate the following questions:

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

NEGATIVE IMPACT

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

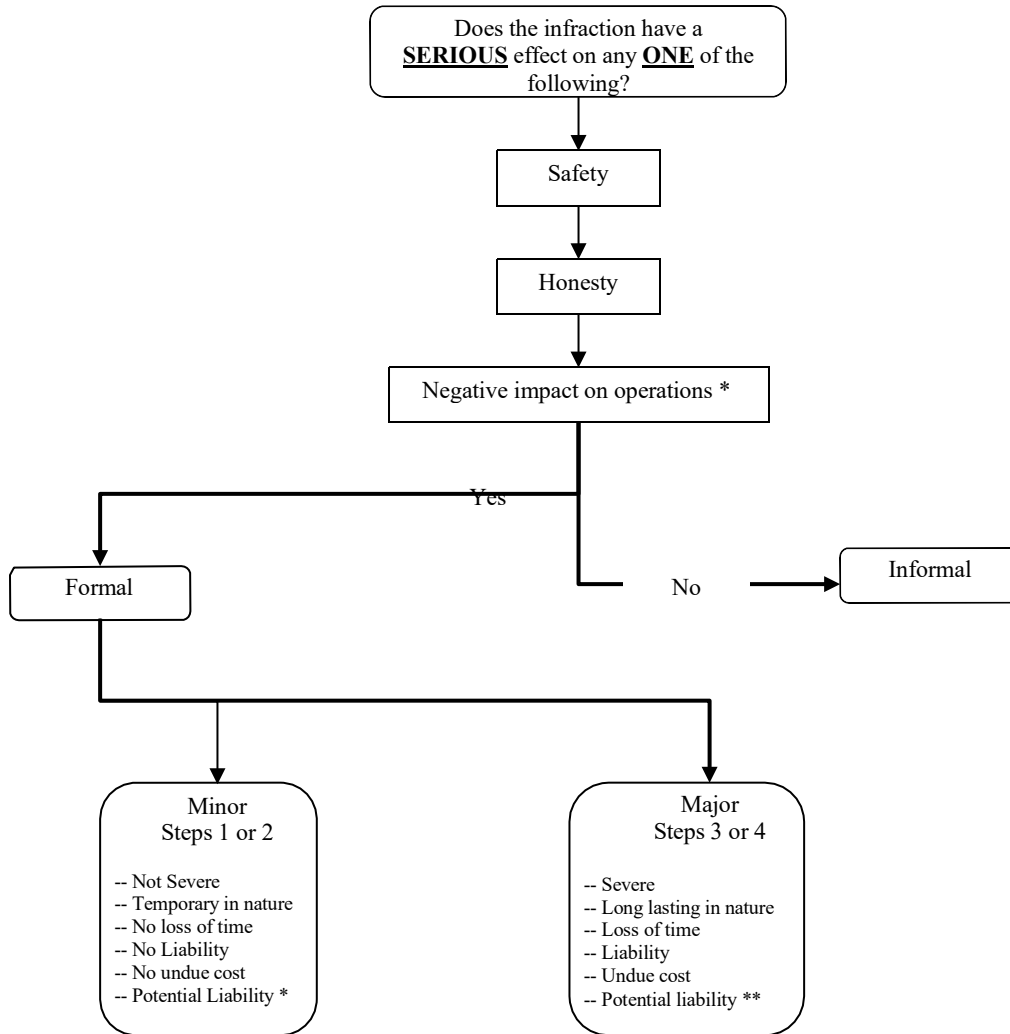
Theory: Since the Fire Department is a publicly funded, service oriented organization, its operations are constantly scrutinized. Infractions which result in undue costs or embarrassment to the department are counterproductive to the success of the department's overall mission.

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

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

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

DISCIPLINARY ALGORITHM



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

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

DISCIPLINARY ACTION STEPS

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

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

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

Step 3: A Step 3 action involves a suspension. The suspension period will be a minimum of one work shift to a maximum of one workweek **without pay** (For 56-hour personnel, one work shift is 24 hours, one workweek is 56 hours. For 38-hour personnel, one work shift is 9.5 hours, one workweek is 38 hours). This action has an active life span of 12 months.

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

DISCIPLINARY DECISIONS AND MATRIX ENTRY

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

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

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

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

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

COMMON QUESTIONS ARE:

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

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

RULES, MATRIX AND CONCEPTS

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

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

Counseling: 6 months

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

For instance, if Employee X receives a Step 1 disciplinary action on January 1, 1999, it becomes inactive on June 30, 1999, 6 months from the date the action was imposed, providing no further problems occur during that 6 month period. If further problems do occur prior to June 30, 1999, the active life span shall be extended, as explained in Rule #2.

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

Continuing the example above, if Employee X were to receive a Step 2 disciplinary action for any offense on March 1, 1999, the active life span of the Step 1 already given is extended by the life span of the Step 2, or 9 months. The Step 1 and Step 2 actions will remain "active" until November 30, 1999 unless an additional disciplinary action is imposed prior to November 30, 1999, which would extend both actions even further.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMINISTRATIVE HEARINGS

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

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

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

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

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

DISCIPLINARY MEETINGS

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

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

Before the Meeting:

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

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

During the Meeting:

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

After the Meeting:

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

DOCUMENTATION

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

PURGING DISCIPLINARY ACTIONS

Disciplinary actions may be purged from Human Resource files when:

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

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

TERMINATION

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

REPRESENTATION

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

Employee Rights: The supervisor shall notify the employee of their right to have union representation present during any meeting that may result in formal disciplinary action. If an employee requests that a union representative be present, the supervisor must contact a local 1883 Principal Officer or those persons authorized to act on behalf of the union. If there are none available, the meeting shall be postponed until a representative is available. All Henderson Fire Department employees are protected by the "Garrity Rights" in any disciplinary process that may involve criminal activity. The Garrity Rights prohibit the use of statements gathered during an investigation in subsequent criminal proceedings. As stated under Preparing for an Investigative Interview, if any information suggests that the incident may be criminal in nature, the investigation or violation shall be immediately referred to the Fire Chief or their designee.

During the Disciplinary Meetings: Supervisors should follow proper procedures whether a union representative is present or not. If the employee or union disagree with the disciplinary action, a grievance can be filed and the situation reviewed through the

grievance procedure. Informal actions and counseling are not subject to the grievance procedure. Steps One through Four are subject to the grievance procedure. The supervisor should not fail to take disciplinary action because of the possibility that the action may be grieved.

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

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

BACKGROUND

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

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

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

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

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

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

BACKGROUND

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

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

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

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

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

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

Exhibit E
Bureau of Labor
Statistics

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

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

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

Example Calculation:

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

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

Equals index point change = 2.737

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

Result multiplied by 100 = 1.74%

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