

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of 19 day of July, 2023, by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and the International Association of Firefighters, Local 1607, a local government employee organization (“Union”), (each a “Party” and collectively, the “Parties”).

RECITALS

A. WHEREAS pursuant to NRS Chapter 288, the City and the Union entered into a collective bargaining agreement entitled “Non-Supervisor Agreement Between the City of North Las Vegas and the International Association of Fire Fighters Local 1607, July 1, 2021 through June 30, 2024,” including without limitation, all agreements, contracts, amendments and memoranda of understanding related thereto (“CBA”);

B. WHEREAS in order to assist in the recruitment and retention of Union represented employees and to provide for certainty and stability in labor relations, the Parties entered into negotiations for an extension of the CBA. The negotiations yielded a tentative agreement. The Parties now desire to amend the CBA under the terms and conditions set forth in this MOU.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Article 25, Section 25.01(B) of the CBA shall be modified as follows:

The holidays covered under this agreement are:

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

2. Article 25, Section 25.01 (C) of the CBA shall be modified to provide as follows:

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

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

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

3. Article 26, Section 26.02(A) of the CBA shall be amended so that it provides as follows:

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

“Effective July 1, 2024, and beginning with the premium payment made in June 2024, the City shall pay \$1,200 per month per Union employee for a health and welfare package. The monies shall be deposited into the North Las Vegas Fire Fighters Union Health and Welfare Trust account on or before the last day of the preceding month they are due.”

4. Article 37, Section 37.02 of the CBA shall be amended by adding the following language as new subsections 5 through 7:

“5. Within the first pay period following ratification of this MOU, all employees shall be paid a three percent (3%) increase to salary schedules.

6. Effective July 1, 2024, all salary schedules will be adjusted in accordance with the Consumer Price Index as published by the Bureau of Labor Statistics (average percentage increase to all items in West-class size B/C, all urban consumers, not seasonally adjusted, Series ID CUURN400SAO, from the immediately preceding completed full calendar year). The adjusted percentage in salary schedules shall be a minimum of 2% and a maximum of 3% except as follows: 1) If the percentage increase in the CPI index is equal to or greater than 5%, then the salary schedules shall be increased by 4.5%; or 2) If the percentage increase in the CPI index is equal to or less than 0%, then the salary schedules shall be increased by 1%. Subject to provisions of NRS 288.

7. Within two pay periods following ratification of this MOU, all active employees, except for those in the Firefighter Paramedic classification, will be paid a one-time lump sum distribution of one thousand two hundred dollars (\$1,200).”

5. Effective July 1, 2023, the wage scale for the Firefighter Paramedic classification shall be increased so that it is identical to the wage scale of the Engineer Paramedic classification.

Appendix "C" of the current Non-Supervisor Agreement between the City and the Union shall be amended to reflect this increase.

6. Article 45, Section 45.01(G) of the CBA shall be amended so that it provides as follows:

"Effective the first pay period following ratification of the MOU, personnel assigned to a rescue shall receive five percent (5%) additional pay on top of their base pay as Rescue Assignment Pay."

7. Article 50, Section 50.02 of the CBA shall be amended so that it provides as follows:

"This Agreement shall be effective July 1, 2021 and continue in full force and effect through June 30, 2025 and from year to year thereafter unless written notice to change or modify is given by either party, not less than (60) days prior to June 30, 2025. Timely notice by either party to change or modify shall operate to open all mandatory subjects of bargaining as defined by law for negotiations."

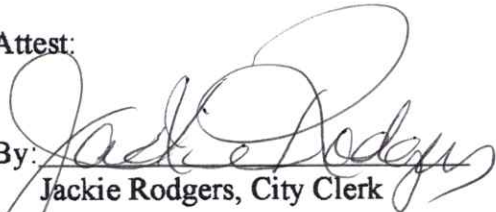
8. Representation by Counsel. The Parties acknowledge and agree that they have been represented by counsel in connection with the preparation, negotiation, and execution of this MOU.
9. Joint Drafters. This MOU was drafted through the joint efforts of the Parties through their respective counsel. Accordingly, no rule of construction against the drafting Party shall be implemented; instead, this MOU shall be interpreted in accordance with the fair meaning of its terms. This MOU is intended to be enforced according to its written terms exclusively under the laws of the State of Nevada.
10. Exclusive Remedy. The grievance and arbitration procedures set forth in the CBA shall be the sole and exclusive remedy for any dispute arising out of this MOU.
11. Third Parties. This MOU shall be binding upon and inure to the benefit of the Parties, and each of them, their successors, assigns, personal representatives, agents, employees, directors, officers and servants.
12. Signatures and Counterparts. This MOU may be executed in any number of counterparts and each counterpart executed by any of the undersigned together with all other counterparts so executed shall constitute a single instrument and agreement of the undersigned. Signatures to this MOU may be transmitted via facsimile or in portable document format via electronic mail. The Parties shall take such actions and execute, acknowledge, and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this MOU.
13. Survivability. Wherever possible, each term, covenant and condition of this MOU shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid, such provision shall be ineffective but shall not invalidate the remainder of the terms, covenants, or conditions of this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU on the date written above.


CITY OF NORTH LAS VEGAS

By: 
Pamela Goynes-Brown, Mayor


Attest:

By: 
Jackie Rodgers, City Clerk


Approved as to Form:

By: 
Micaela Moore, Esq., City Attorney

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1607

By: 
Josiah Jensen,
IAFF 1607 President

Approved as to Form:

By: 
Jeffrey F. Allen, Esq.,
Counsel for IAFF 1607